

WAVERLEY COUNCIL VENUE HIRE

EXPRESSIONS OF INTEREST (EOI) – GUIDELINES AND CONDITIONS OF HIRE

Waverley Council is seeking Expression of Interest (EOI) submissions from individuals and groups (existing and new hirer's) wishing to hire an indoor community venue on a regular basis for the period from 1 January 2025 to 31 December 2025.

OBJECTIVES

- Waverley Council aims to provide venues that are accessible to residents, groups and services and which meet the needs of the local community.
- The expression of interest process aims to ensure fair access and equity within the hiring of Council's community facilities.
- Council aims to provide a wide range of activities across our community venues that benefit people of all ages, levels of interest and skills.

ABOUT THESE GUIDELINES

These guidelines are intended to provide all the information prospective hirers may require prior to lodging an EOI application form. If you require further information or assistance on completing the form, please call 9083 8300 Monday to Friday between 8.30am and 4.30pm or email your inquiry to venuehire@waverley.nsw.gov.au.

DEFINITION

A regular hirer is defined as a person or group who wishes to hire a Waverley Council indoor facility for 6 or more bookings in a calendar year.

APPLICATION PERIOD

Applications open on Monday 3 June with all applications to be received by Sunday 30 June 2024.

No applications received after this date will be considered as part of the EOI process. However, it will still be possible to hire Waverley Council venue where vacancies exist and conditions are met, after the EOI process has been completed.

AVAILABILITY OF FACILITIES

Elections:

The Australian Electoral Commission will conduct elections in the Margaret Whitlam Recreation Centre Community Room during this hire agreement period. When such requests are made, hirers' will be advised, and bookings will be cancelled. If possible, they will be relocated to a different venue.

Bondi Pavilion:

Days and times unavailable for regular hire may be hired on a casual basis, subject to availability.

Music Studios are unavailable for two periods of approximately 8-12 week blocks each year Monday to Friday from 4pm – 7pm. Once confirmed, these dates will be relayed to hirers with as much notice as possible.

General:

Venues of Waverley Council occasionally host large annual events, necessitating the cancellation of a regular hirer's booking. Wherever possible, cancellations will be communicated to the hirer with a minimum of 14 days' notice and an alternate venue will be offered. Where this is not possible or the hirer does not take up the offer, the hirer will receive a full refund of any fees paid.

The opening and closing hours of Waverley Council's facilities differ from one another. Furthermore, many venues host functions on Friday, Saturday and Sunday evenings and are therefore unavailable for regular hire during these times.

Waverley Council's venues and facilities are listed in table 1 (page 3 and 4) of the EOI guidelines. Prior to selecting your preferred venue, applicants should consult the table to determine the suitability and availability of the various venues.

Hirers should consider the limitations in availability when making their application. Please ensure you have read this document in full prior to completing your application.

PROCEDURE FOR ASSESSING APPLICATIONS

Council officers will assess all applications against the following criteria. All applicants will be notified of the outcome of their application as soon as possible from the 31st of July 2024.

ASSESSMENT CRITERIA

To assist in meeting these objectives, Council officers will take the following evaluation criteria into account when assessing applications through the EOI process.

- Waverley Council aims to provide community facilities that are accessible to local residents, community groups and organisations and which meet the needs of the local community.
- The expression of interest (EOI) process aims to ensure fair access and equity within the hiring of Council's community facilities.
- Council aims to provide a wide range of activities across our community venues that benefit people of all ages, backgrounds, and skill levels.

Community Contribution

- Is the group primarily based in Waverley and what proportion of participants live in the Waverley LGA?
- Is the group a Not-for-Profit organisation?
- Does the applicant have a long-standing connection to Waverley or history in utilising Council facilities?

Financial

- Does the applicant have any outstanding debt to Council?
- Can the applicant meet financial obligations and pay fees on time?
- Has the applicant acted in accordance with the payment procedure?

Community Outcomes

- Is the activity aligned with Council's Community Strategic Plan 2018-2029?
- Does the group run an existing activity elsewhere and/or is there evidence of sustainable minimum numbers or signs of growth?
- Does the activity encourage participation by all Waverley residents, including residents of diverse backgrounds and ages?

Governance

- Does the applicant have current Public Liability Insurance of the necessary minimum cover (PLI)?
- If the applicant is an existing hirer, have they acted in accordance with Council's Terms and Conditions of hire under previous hire agreements?
- Does the activity meet the primary purpose of the requested venue? E.g., Recreation, Arts activities.
- Has the group provided all the required supporting documentation (Public Liability Insurance/proof of Not-for-Profit status)?

Following the assessment of all applications, one of the following outcomes will be reached:

- Where an application meets the assessment criteria and no other group has requested the same booking time, an offer will be made to the applicant. The group will be asked to complete the Regular Hire Agreement, sign the appropriate declaration, and submit their current Public Liability Insurance and provide Not for Profit Status Proof if applicable prior to making payment.
- When two or more groups have applied for identical times and facilities and their applications meet the assessment criteria, negotiations will take place to try to meet the needs of each group. Where the negotiations fail and there is a conflict with the bookings, applications and their suitability to the selection criteria will be referred to the Executive Management Team for review. Groups will then be advised of the outcome.

COMPLYING WITH THE REGULAR HIRING AGREEMENT

- Upon signing the Regular Hire Agreement and all other necessary documentation has been received and booking period paid, hirers are permitted to utilise the facility on the dates and times as specified in their agreement.
- If hirers wish to change the details of their agreement after commencement they must apply to do so in writing, to venuehire@waverley.nsw.gov.au or venuehire.bondipavilion@waverley.nsw.gov.au for any Bondi Pavilion hireable spaces.
- A one-off extension of time or an additional ad-hoc booking/s will be treated as a casual booking and be charged separately and be treated as a casual booking.

How do I apply or get more information?

An application form can be completed online at [Community Venues Expressions of Interest \(EOI\) 2024-25](#).

All forms such as Public Liability Insurance and supporting documentation should be attached to the application form in the *File Attachment* section.

If you would like more information on the process, or if you need assistance completing the application, please call the Venue Hire Office on 9083 8300 Monday to Friday 8:30am to 4:30pm or email venuehire@waverley.nsw.gov.au.

TABLE 1. List of indoor community venues

Venue	Facilities Available	Capacity (Bondi Pavilion – this capacity differs depending on the activity and room infrastructure required)	Suitable Uses	Available Hours
Amenity Building (Waverley Park)	Utility room	30pax	Children’s activities, small meetings, low impact classes.	Mon to Fri, 7am–9pm
Bondi Pavilion Community and Cultural Centre	High Tide Room	100pax	Children’s activities, dance, martial arts and wellness classes etc.	Mon to Wed, 6.15am - 10pm Thu, 6.15am–12pm Fri, 6.15am–10am
	Music Studio 2	12pax	Musical activities, rehearsals, audio and podcast recording.	Mon to Fri, 6.15am–10pm
	Ocean Room	15pax	Small meetings, low impact classes.	Mon to Wed, 6.15am–10pm, Thu, 6.15am–12pm, Fri, 6.15am–10am
	Seagull Room	100pax	Children’s activities, dance, martial arts and wellness classes.	
Hugh Bamford Community Hall	Hall	100pax	Children’s activities, dance, martial arts classes etc	Mon to Fri, 8am–9pm
Kimberley Reserve Hall	Hall	40pax	Children’s activities, small meetings, low impact classes.	Mon to Fri, 8am–9pm
Margaret Whitlam Recreation Centre	Indoor Sports Court	100pax court, 50 spectators	Sporting activities.	Mon to Sun, 7am–10pm
	Community Room	120pax	Seminars, low impact classes, large meetings.	Mon to Fri, 7am–10pm Sat/Sun, 7am–12pm

	Northern Club Room	25pax	Children's activities, small meetings, low impact classes.	Mon to Fri, 7am–10pm
School of Arts	Hall	100pax	Children's activities, dance, martial arts classes etc.	Mon to Sun, 7am–9.30pm
	Room A	35pax	Children's activities, small meetings, low impact classes.	
Thomas Hogan Community Hall	Hall	100pax	Children's activities, dance, martial arts classes.	Mon to Fri, 8am–9.30pm Sat, 8am–12pm
Wairoa Community Centre Hall	Hall	30pax	Children's activities, small meetings	Mon to Fri, 8am–9pm
Waverley Library	Children's Activity Room	25pax	Children's activities, small meetings	Mon–Fri, 12–9pm Sat, 9.30am–3pm Sun, 1–5pm
	Training Room 1	8pax	Small meetings	Mon to Fri, 9.30am–9pm Sat, 9.30am–3pm Sun, 1–5pm
	Theatrette	80pax	Seminars, low impact classes, large meetings.	
	Training Room 2	20pax	Small meetings	

GENERAL TERMS AND CONDITIONS OF HIRE OF WAVERLEY COUNCIL VENUES

Successful applicants will sign into a Regular Venue Hire Agreement with Waverley Council for the duration of 1 January 2025 to 31 December 2025.

Prior to the commencement of hire, all hirers will be required to sign a declaration to acknowledge they have read and agree to the Waverley Council Conditions of Hire.

The following general terms and conditions of hire apply to all Waverley Council venues. Failure to meet these conditions in full may result in the loss of-bond or cancellation of the hirer's agreement.

NB: Where the hirer appoints a representative to run an activity on their behalf, the hirer named in the agreement is responsible for ensuring that their appointed representative is aware of and adheres to all conditions during the period of hire.

Access and Use of the Venue

- Access instructions, including details of and key/card collection or pin code access, will be sent to the hirer the prior to the start date, provided that all fees associated with the booking have been paid in full. It is the hirer's responsibility to make arrangements for the safe pick-up and return of keys/cards, where they are required. Access instructions must not be shared to persons outside of the hirer listed on the hire agreement or appointed representative.
- Hirers can only access the venue during the dates and times specified in their Regular Hire Agreement.
- Council reserves the right to apply a charge for costs incurred by any security or emergency service call outs plus any additional fees incurred.
- Hire times must include set up and pack down time. Hirer and all attendees must not enter in the venue until their specified start time and must exit the venue by the end time specified on their booking.
- Council reserves the right to control and manage the venue including all means of entry and exit, and the timing of opening and closing the doors and admission of the public (including the right to refuse admission to any person or persons).
- The hirer, or the hirer's representative, must be in attendance before the advertised start of the booking and at the end of the booking.
- All hirers are required to exercise reasonable care for the safety of all people attending Council's community venues during the times of their hire.
- The hirer is responsible for the conduct of all patrons to ensure that no disorderly or unlawful behaviour is permitted in connection with the use of the facility, in/or around the facility, parking bays and surrounding areas.
- The consumption of alcohol is prohibited in all Waverley Council's community venues. Food may not be consumed in Bondi Pavilion venues without prior approval from management and costs may be incurred.

- The hirer, while on the premises, shall abide by any directives given by Council, and its representatives.
- The hirer shall not use the address of the venue as their mailing address.
- No pets or animals are allowed on the premises with exceptions as per the Disabilities Act, (Environmental Protection Act).

Security Bonds

- A security bond is required to be paid by all regular hirers prior to the commencement of their agreement. The amount of bond will be between \$100 and \$500.
- The security bond will be held until the cessation of the venue hire agreement.
- If all the conditions of hire have been met and all fee payments have been made in full then the bond will be refunded by EFT, within 28 days of the cessation of the agreement.

Insurance

- All Regular Hirers are required to have Public Liability Insurance for no less than twenty million dollars (\$20,000,000), in which Waverley Council must be named. Council's Insurers do not insure the hirer and/or the person on whose behalf the hire is made.
- The hirer must submit a valid certificate of currency to Council as required and prior to payment of the hire fees for the first booking. Council reserves the right to cancel a booking if the hirer fails to comply.
- The hirer, by signing the hire agreement, agrees to indemnify Council against all costs and any claim that may arise from the hirer's use of the facility.

Equipment

- The hirer is required to ensure that all venue equipment and/or furniture is cleaned and neatly returned to the correct default position or applicable storage location.
- All equipment brought in by the hirer must be removed from the premises at the conclusion of their event as per the finishing time specified on the regular hire agreement.
- Nails, screws, sticky tape or any fastenings must not be driven into or attached in any way to walls, floors, furniture or fittings. The hirer may use A-frames for signage purposes. Note: No physical marketing materials including pamphlets and/or posters are permitted to be displayed or distributed at Bondi Pavilion.
- The hirer may temporarily fix signs inside the venue using blu-tack only. Note: the use of blu-tack is not permitted at Bondi Pavilion – signage stands will instead be provided.

Safety

- Fire Equipment including fire hoses, extinguishers and fire blankets are provided in Councils venues as a requirement by law. The hirer must advise if any fire equipment is used in any way. Misuse of this equipment will result in the forfeiting of the hirers bond and the discontinued use of Council venues. Bondi Pavilion venue officers are to be contacted in the case of an emergency.
- Community venues (excluding Bondi Pavilion) are not equipped with emergency first aid kits. It is the responsibility of the hirer to have first aid supplies available during each booking.
- The hirer must always keep emergency exits clear, blocking a fire exit is unlawful.
- Hirers must adhere to room occupancy requirements. If the room occupancy is exceeded, council officers reserve the right to cancel or suspend the activity.
- Use of dangerous goods – The hirer must not supply, permit or utilise any smoke machine, flame, candle, incense burners, explosive, fuel, ammunition, pyrotechnic, firearm or flammable liquid or substance, or any dangerous weapon in a community venue or within Bondi Pavilion.

Cleaning

- The hirer must leave all hired areas of the venue secured as instructed by Council, in a clean and tidy condition, removing all personal property, all decorations of any kind, disposing of refuse in the rubbish bins provided, wiping down all chairs and tables, and sweeping floors if required to return the venue to a clean condition.
- If extra bins are required, then the hirer should request these from the Venue Officer of the facility being hired where applicable.
- If a hirer finds a facility in an unfit state, they must report this to the Venue Officer as soon as possible. Photographic evidence should be provided.

Smoking

- Smoking is not permitted in any of Waverley Council's Community venues including Bondi Pavilion, as specified under the Local Government (Theatre and Public Halls) Amendment Act 1989.

Damages

- All hirers must report all incidents of damage plus details of any accidents occurring during their hire to the Venue Officer or to the relevant Venue Hire Team immediately.
- Council facilities are multi-use with differing flooring surfaces that may include concrete, wood, linoleum and others. The hirer must ensure that the activities carried out during the period of hire will not damage the floor surface of the facility being hired e.g., tables and chairs must not be dragged across wooden floors.

- The hirer is responsible for the full replacement cost of lost or broken keys/passes and for any damages or breakages to the facility and its contents, and the surrounding grounds or any additional cleaning that is required.
- Waverley Council accepts no liability for the loss or damage of any equipment or personal effects lost by the hirer or people attending their activity.

Noise Controls

- Music sound levels must not cause any disruption or interference to other occupants of the venue/building or centre of which the venue forms part. Any breach of noise regulations may result in Council acting under the Protection of the Environment Operations Act 1997 (NSW).
- The hirer must immediately comply with any request from the Council officers to minimise noise levels.
- All hirers must ensure that their activities do not impact on local residents living near the venue/s, or other hirers or businesses using other areas of the same venue.

Advertising

- The hirer is not permitted to advertise their booking on a permanent basis on the exterior of the venue or grounds.
- The hirer may promote their event using A-frames however, they must only be on display during the specified booking time and taken down at the end of the booking. Note: A Frames or venue signage stands are permitted to be displayed within 2 metres of your hired venue at Bondi Pavilion, during your specified booking period only.
- Some venues offer noticeboards where hirers can advertise their bookings. Flyers should be provided to the relevant Venue Officer to be installed in these instances. Note: Physical marketing materials are not permitted at Bondi Pavilion in any capacity including flyers, posters, or brochures.

Parking

- Parking is not available to hirers as part of the venue hire at any of Waverley Council's venues. Hirers are advised that parking restrictions apply in the surrounding streets of most venues.
- The hirer is not permitted to park any vehicle on driveways or footpaths near or around the venue.
- Hirers are asked to encourage the use of public transport by people attending their activities.
- Bondi Pavilion loading dock may be used for the drop off or pick up of equipment required for use during the relevant venue hire. Vehicles are permitted to unload or pick up equipment for 30 minutes maximum at any one time and the vehicle must then be moved from the loading dock.

Storage

- No guarantee of availability of storage is given. Hirers should request the availability of storage with the Venue Officer. Note: No storage is permitted within Bondi Pavilion venues.
- Storage fees apply which can vary between \$10–\$50 per week where applicable.
- Waverley Council reserves the right to request the hirer to vacate storage at any time.

Lock down procedure

- Where a hirer is responsible for locking down a facility, they must ensure all windows and doors are locked. All lights, fans, heaters etc. are to be turned off.
- The loss of any keys or swipe cards issued to hirers must be reported immediately to the Venue Officer of the hired facility. The cost of replacing items will be invoiced.

Cancellations by Council

- Some of Waverley Councils venues occasionally play host to large annual events e.g., annual community festivals, elections etc. which may result in the need to cancel a regular hirer's booking.
- Wherever possible a minimum of 14 days' notice of cancellations will be given and an alternative venue will be offered. Where this is not possible or not taken up by the hirer, a full refund of any fees paid will be made. No other compensation will be given.

Cancellations by Hirers

- Should the hirer wish to cancel or change their regular booking/s, they may do so by notifying the Venue Officer in writing, with 14 days' notice. If less than 14 days' notice is received 50% of the fee will be forfeited.
- Breaks within bookings must be no longer than two weeks within a 10-week booking period.

Hire fees

- Waverley Council Pricing Policy, Fees and Charges 2024–25 will apply for the applied hire agreement period.
- The Fees and Charges are reviewed annually, and any increases will be applied from 1 July 2025.

Payment of fees

- A pay advice for hire fees will be emailed to the hirer periodically to the email address provided on the Regular Hire Agreement.
- Hire fees are due 28 days prior to the commencement of your booking.
- Council does not accept partial payments.
- Phone and in person payments must be made through the Waverley Council Customer Service Centre, 55 Spring St, Bondi Junction NSW 2022.

Payment methods

- Online payments may be made by BPOINT.
- For credit/debit card payments, call the Customer Service Centre on 9083 8000 and an officer will take details of the payment. Please have the Pay Advice in front of you and quote the total amount listed as well as the relevant Pay Advice Number starting with 400 and the office use code/s on the bottom left of the invoice.
- Other options include cash and cheque.
- Cheques are to be made payable to Waverley Council and should be posted to PO Box 9, Bondi Junction NSW 1355.
- Customers are advised that a 0.8% fee applies to all credit card transactions. Hirers will be notified when making a transaction if this differs.

Reporting requirements

- Regular hirers may be required to complete a short survey at the end of the hire agreement period. This survey will collect data of participation rates and measure customer service satisfaction. The results of the survey will be used to improve our service levels.