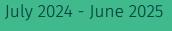
# Landcare and Sustainable Living Centre

umali barai-ku

Application form and hiring guidelines











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# **Vision**

The Landcare and Sustainable Living Centre, umali barai-ku, offers a state-of-the-art facility that educates, engages and inspires the Lake Macquarie community to take action on environmental and sustainability issues.





# **Objectives**

1

Operate an innovative, high quality facility that meets the needs of our community.

3

Facilitate community collaboration, leadership and participation.

5

Showcase sustainable design in action.

2

Provide a flagship centre to support our Landcare,
Sustainable Neighbourhoods and other programs to protect our natural environment.

4

Inspire and equip our community with knowledge and approaches for more sustainable households, businesses and communities.

6

Support emerging sustainability practices, including circular economy initiatives.

## **Values**

The Centre will meet our community values, as outlined in the Community Strategic Plan, specifically:

- Our community loves our diverse landscape
- Our community wants Council to have a continued environmental focus
- Our community's priorities include protecting our natural playground

The Centre's focus is meeting sustainability principles, operating to meet the four pillars of human, social, environmental and economic needs.

The Centre's activities will also align with the following United Nations Sustainable Development Goals, aiming to address global issues through local actions.



# **Facility features**

The Centre offers for hire:

- A large, modern community gathering space (100m²)
- A non-commercial kitchen for Hirer catering
- Wi-fi connectivity for operational requirements, Hirers and community needs
- Built in projector, screen and audio visual system
- Covered outdoor learning area (COLA)
- · Community garden area
- A resource space housing a reference library

The Centre showcases best-practice sustainable building practices and materials, including:

- Rainwater harvesting system
- Solar panels
- Electric vehicle chargers
- Green wall for building cooling
- Local endemic species used in landscaping
- Louvres, fans, inverted truss ceiling and insulation to reduce energy consumption
- Recycled pavers reused in office area
- Stormwater filtered through wetland before returning to lake

The site is ideally placed, linking into existing roads, public transport and cycleway infrastructure.

The Centre also houses:

- Modern office space for the Landcare team and wider Council staff
- Landcare nursery
- An informal meeting space for community members during opening hours

# **Accessibility**

- Entrance ramp to level access
- Accessible public toilets
- Accessible parking

# **Security**

Security to reduce risk of break-ins out of hours includes CCTV, gate keys, security alarm system and swipe-card access.

The Hirer is responsible for any damage to Centre property during period of hire.

# **Facility hire**

The Centre's purpose is to educate, engage and inspire the Lake Macquarie community to take action on all facets of environmental sustainability. All bookings by external parties must be consistent with this purpose, as well as the Vision and Objectives listed in this document. Appropriate discretion will be exercised in considering all hire applications. The agreements and contracts for hire of the Centre's spaces will be negotiated with each Hirer based on how best the Hirer contributes to these aims. Where an event application is not accepted, staff will endeavour to recommend alternative options for hire venues. Council may use the facility for organisational events under its own discretion.

## **Hire conditions**

These terms and conditions are subject to annual review with changes.

#### Before hire

- Proof of identity in the form of a driver's licence or an alternative form of photographic ID is to be provided at the time of key pick-up and induction.
- The Hirer must be 18 years or older, must remain in attendance during the hire period and is responsible for the Centre security, safety of guests and supervising all activities during the hire period.
- Incorporated associations, organisations, businesses or registered clubs must provide public liability insurance for a minimum sum insured of \$20 million.
- If alcohol is consumed but not sold at the facility (by Hirer or participants), the Hirer must register the event with NSW Police and provide proof to Council of the registration.
- A Hirer must ensure that any electrical appliances brought by them onto the facility are tested and tagged by a qualified electrician prior to use.
- If the Hirer's activity involves children up to 18 years of age, you are legally required to comply with Child Protection Acts including conducting employment screening in line with this legislation.
- Hirers must take all practical measures to avoid the generation of unnecessary waste from their event. Hirers should avoid single use plastics or cups, styrofoam, plastic straws, single serve items, balloons or other excessive packaging. Reusable crockery and a dishwasher are available with hire of the kitchen.
- Payment of the hire fee must be made prior to using the facility.

#### Keys

- The key will be available for collection at the Centre during operating hours (Monday-Friday, 8am-4pm). If keys are locked in the facility or lost during hire, it is the Hirer's responsibility to contact Council's after-hours service on 4921 0333 for further instructions. The Hirer will be responsible for any fees incurred by Council due to the loss of the key.
- The Hirer will return the key to staff at the Centre or within the key lockbox.

#### On arrival

• If the Hirer arrives at the facility and it is in an untidy state, floors are dirty, garbage bins are full or there is visible damage, please photograph and provide images to Council.

### During hire

- The entire Centre is a smoke-free workplace. Smoking is not permitted anywhere within the grounds or car park.
- The sale of alcohol is not permitted from the venue. If alcohol is to be served, free of charge as part of an event, the event must be registered with NSW Police.
- Food Safety Standards must be followed if food is to be prepared or sold at the facility. Information is available at foodstandards.gov.au.
- All music and noise levels are to be kept at acceptable levels (including entering and leaving the premises) and are to cease at 10.30pm and the facility vacated by midnight.
- No pets or domestic animals are allowed on the premises, with the exception of assistance animals as allowed by the *Disability Discrimination Act 1992*.
- All passageways, aisles and exits shall be kept clear and useable to ensure public safety. Covering or putting any item in front of illuminated signs is strictly prohibited.
- The Hirer accepts full responsibility for:
  - All costs incurred for cleaning, repairing or replacing any part of the premises, its fixtures, fittings or equipment damaged or destroyed during the hire period;
  - Any loss or damage to any personal property (including but not limited to money, jewellery and credit cards); and property on hire or loan, which is in the facility in connection with or because of its hire.

## The facility grounds and surrounding environment

- The Hirer is responsible for the behaviour of all attendees and damage or injuries to third parties (outside the group) as a result of wilful misconduct by the Hirer or member/s of the group.
- Access for Hirers extends to the Centre carpark, entrance, foyer, community room, toilets, verandah, vegetable garden and outdoor learning area only. The Landcare nursery is strictly out of bounds.
- The Hirer must report to Council any damage that occurred to the facility during the period of hire.
- Please contact Council immediately if you experience any problems. If you need to contact a ranger urgently telephone Council's main switchboard number on 4921 0333. Calls made to this number outside business hours will be diverted to an off-site call centre and the operator will pass a message to the ranger on duty.

#### Exiting the facility

- The facility must be cleaned and left in a tidy state before vacating, including emptying garbage bins and removing any excess waste from the site.
- Hirers are responsible for arranging set up and pack up of the furniture required. At the end of the hire period, the Hirer is to return all furniture to either the storeroom, or the room arrangement as agreed with Council staff.
- Facility lighting and appliances are turned off, all windows and doors securely locked and the alarm system reactivated before vacating.

#### **Bond**

- A pre-authorisation hold is required from the Hirer as a bond for use of the facility in case of a breach of the Terms and Conditions. The pre-authorisation hold will commence 2-3 business days prior to hire of facility. Conditions of this bond may be negotiated for recurring hires (more than six bookings in a year).
- Subject to any dispute in relation to the condition of the premises following the period of hire, Council will arrange for the pre-authorisation security hold be released within 5-10 business days, depending on financial institution, following hire of the Council facility.

#### **Indemnifications**

The Hirer indemnifies Council from and against all actions, claims, costs, losses, expenses and damages (including the costs defending or settling any action or claim) in respect of:

- Loss of, loss of use of, or damage to property of Council
- Personal injury (including death) or illness to any person or loss of, loss of use of, or damage to any property resulting from or by reason of anything done or omitted to be done by the Hirer arising out of the Hirer's activities undertaken at or near the facility.

The Hirer's liability to indemnify Council is reduced proportionally to the extent that a negligent act or omission of Council or its employees has contributed to injury, damage or loss.

#### Breach of terms

- Any breach of the above terms entitles Council to terminate the agreement and to require the Hirer to immediately vacate the facility.
- Council shall be entitled to apply the whole or any part of the bond to remedy any breach of this agreement (including but not limited to administration, legal and court costs of such breach) and demand from the Hirer any balance owing to it on behalf of the Council, if the bond is insufficient to meet the cost of remedy.