

## APPLICATION FORM

### APPLICATION FOR SHORT-TERM ROOM HIRE IN COURTHOUSES

*Please note that this application form will be considered in accordance with the [Court Services Policy – Short-term room hire in courthouses.](#)*

<b>ORGANISATION DETAILS</b>	
Name of organisation/applicant	
ABN (if applicable)	
Address	
Brief description of organisation	
Organisation reference <i>(If applicable for invoicing)</i>	
Contact person and position held	
Telephone Number	
Email address	
<b>COURT HIRE DETAILS</b>	
Intended use/permitted activities <i>i.e. conference, mock court. (Add page if required)</i>	
Facilities/room type sought <i>i.e. meeting room, courtroom</i>	
Requested Court location <i>Note: if more than one location an application form applies for each.</i>	
Date(s)	
Starting Time	
Finishing Time	
No. of attendees	
Will there be any requests to film/record sound and/or images? <i>Note: this can only be considered for use related to the short-term hire, not for commercial filming requests</i>	<input type="checkbox"/> No <input type="checkbox"/> Yes <b><i>If answered Yes, please provide further details of special requirements in the section below. [Registrar to consider approval pursuant to Clause 5(b) Court Security Regulations 2021]</i></b>
Special requirements, if any?	
Is a fee exemption sought? <i>If yes, please provide grounds for exemption (add page if required)</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No

## DOCUMENTS SUPPORTING APPLICATION

**Note:** absence of any of the required documents may delay the application process

The following documents are attached to this application

- Public liability insurance certificate (\$20 million)

## APPLICANT UNDERTAKINGS

I \_\_\_\_\_ being the applicant signing on behalf of  
(organisation details) \_\_\_\_\_ enter the following  
undertakings for short-term room hire in courthouses:

- I have read and understand and will comply the Terms and Conditions of Hire as set out below.
- Fees will be paid (as per the schedule) in accordance with the final invoice issued by Court Services.

Applicant signature:

Applicant Name and Delegation

Date:

## TERMS AND CONDITIONS OF HIRE

<b>Access</b>	In consideration for the Fees provided to Court users, and subject to withdrawal of access, the Court will allow the Organisation to access the Court on the days and times identified in the Registrars approval of short-term room hire to conduct the Permitted Activity.
<b>Withdrawal of access</b>	Access will be always subject to the discretion and approval of the Court. The Organisation acknowledges that it has no right of access other than with Court approval, and the Court may withdraw that approval at any time, for specific days or part-days, or altogether, without the need to give reasons.
<b>Permitted Activity</b>	<p>Access to the Court for permitted activity is granted on the condition that the organisation will only utilise the hired space to conduct the activities set out in the Registrars approval of short-term room hire. (<b>'Permitted Activity'</b>).</p> <p>The organisation is responsible for ensuring that its personnel do not engage in any activity other than the Permitted Activity.</p> <p>Activity undertaken in courthouses (including in hired space) must always be conducted in an appropriate and professional manner. The organisation must ensure that its activities and the behaviour of its personnel do not cause disruption to the activities of the Court, are not likely to bring the Court into disrepute.</p>
<b>Fees and Payment</b>	An estimate of Fees will be provided at the time of approval of the application. A final invoice will be generated and sent to the Organisation after the hire has occurred. Payment of the invoice must be satisfied in accordance with the terms of the invoice. The most current fees are outlined on the <a href="#">Fee Schedule</a> .
<b>Cancellation</b>	Cancellation or postponement by the Organisation must be notified to the Court no later than 2 days prior to the Approved Access Dates and Times. A cancellation fee may be incurred should this not be adhered to subject to the discretion and approval of the Court.
<b>Security</b>	The Organisation and its personnel must comply with any security requirements issued by the Court from time to time, including pre-access screening checks and access screening.
<b>Workplace Health &amp; Safety</b>	The Organisation must comply with all applicable work health and safety laws, and with any directions of the Court relating to work health and safety, in the conduct of its activity.
<b>Compliance with laws, policies, and procedures</b>	<p>In the conduct of its activities in connection with the Court, the Organisation must comply with:</p> <ul style="list-style-type: none"> <li>(a) all applicable laws, including those relating to privacy and WHS; and</li> <li>(b) all policies, procedures and directions issued by the Court Services and the Court from time to time.</li> </ul>
<b>Maintenance</b>	The Organisation must leave the Court in a clean and tidy condition with furniture in its original position. The Organisation must not use any Court equipment and must remove any equipment brought into the Court at the conclusion of its activities.

<b>Insurance</b>	The Organisation must take out and maintain with a reputable insurer public liability insurance for a value not less than that identified in the application details, which covers the activities that the Organisation conducts in the Court.
<b>Exclusion of liability</b>	The Organisation acknowledges that it accesses the Court at its own risk for the conduct of its activities. To the extent permitted by law, DCJ excludes any liability to the organisation and its personnel for any loss, cost, damages, expense, or liability suffered or incurred by the organisation or its personnel where such loss, cost, damages, expense, or liability is caused by:
<b>Indemnity</b>	The Organisation will indemnify and compensate DCJ and its personnel against any loss, cost, damages, expense, or liability suffered for incurred by DCJ or its personnel where such loss, cost, damages, expense, or liability is caused by <ul style="list-style-type: none"> <li>A. Any wilful, unlawful, or negligent act or omission by the Core Business User or its personnel in connection with their use of an allocated space; or</li> <li>B. Any utilisation of an allocated space by the Core Business User or its personnel which: <ul style="list-style-type: none"> <li>i. Is not for a Permitted Activity; or</li> <li>ii. Otherwise constitute a breach of the terms and condition of hire</li> </ul> </li> </ul>
<b>No Relationship</b>	The parties acknowledge that these terms and conditions do not give rise to any relationship of principal and agent, employer and employee or partnership between the Court and the Organisation. The Organisation must not hold itself out as representing the Court or the Department of Communities and Justice in any way.
<b>Record-keeping and reporting</b>	The applicant organisation must <ul style="list-style-type: none"> <li>(a) keep records of its personnel that access the Court (including identity, dates, and times); and</li> <li>(b) provide those records to the Court on request and provide such other reporting as to the Organisations' activity in the Court that the Court reasonably requests.</li> </ul>
<b>Court</b>	The Court enters this approved short-term room hire agreement as an agency of the Department of Communities and Justice, representing the Crown in Right of the State of New South Wales.
<b>Special conditions</b>	The Special Conditions, as set out in the Registrars approval of short-term room hire in courthouses document, apply to this Access Agreement and, to the extent of any inconsistency, prevail over these terms and conditions.
<b>Filming, recording and photography</b>	Under section 9 of the <a href="#">Court Security Act 2005</a> , it is an offence for a person to use a recording device to record sound or images (or both) in court premises without permission. The Organisation must not allow its personnel to conduct any photography, film or recording in or around the Court unless permission to do so is granted in the Special Requirements section of the Registrars approval of short-term room hire. Such permission if granted is limited to use for the internal purposes of the Organisation related to the Permitted Activity.
<b>Car parking</b>	Parking is only available on site for departmental / authorised employee / judicial officer vehicles. Parking is not provided on site for staff of Core Business Users or private motor vehicles unless approved in accordance with the DCJ Car Parking Policy.

## IMPORTANT INFORMATION

The above information is supported by the [Court Services Policy: Short-term room hire in courthouses](#).

### **Room/facilities hire**

Requests for the short-term room hire must be made in writing using this application form.

Completed applications should be sent to [courtservices@justice.nsw.gov.au](mailto:courtservices@justice.nsw.gov.au)

### **Public Liability Insurance**

Evidence of current Public Liability Insurance of \$20 million is required and must be forwarded with the completed application.

Usage will be subject to the [Fee Schedule](#) (unless an exemption applies).

### **Security considerations**

The Security Coordinator will review applications to assess the Sheriff resources and any need for security.