

Apex Park Community Facility Terms and conditions of hire (Schedule C)

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1. General

- 1.1 Apex Hall (hereinafter called the Apex Park Community Facility) is available for the presentation of concerts and other branches of the performing arts as well as for lectures, meetings, conventions and catered events.
- 1.2 These **Terms and Conditions of Hire** represent the requirements of the City of West Torrens (hereinafter called the 'Council') at the time the booking is made.
- 1.3 Any reference to the Apex Park Community Facility or any venue therein by a Hirer in any published matter, either written or electronic, shall refer to the Apex Park Community Facility by its full title.
- 1.4 The Council reserves the right to refuse any booking without the necessity to give reasons for such refusal to the Hirer.
- 1.5 The Council must be informed of the purpose for which any event area is to be used at the time any booking is made.
- 1.6 The terms and conditions and hire fees and charges contained herein may vary from time to time but any such variation shall not negate this agreement and the Council shall not be under any obligation to explain the reasons for any such changes.
- 1.7 Receipt of the signed Schedule A by the Council confirms acceptance of these terms and conditions.
- 1.8 Hirers must conduct and manage the event/performance in a proper, orderly and lawful manner and must not permit any act, matter or thing which may injure the reputation of the Thebarton Community Centre, or the Council.
- 1.9 The Council reserve the right to halt or cease an event if an incident occurs or it is deemed unsafe to continue.
- 1.10 The Council reserves the right to remove a person/s without liability if behaviour is not considered appropriate.

2. Tentative bookings

- 2.1 A hire agreement can only be entered into by a person over the age of 18 years and is not transferable.
- 2.2 The Council may disregard any booking that is not confirmed within the terms of this agreement and reserves the right to re-let bookings that do not meet the deposit requirements.

3. Confirmed bookings/deposit

- 3.1 Once confirmation of a booking has been received and confirmed by Council a deposit of 50 per cent of the total hire fee must be received by Council within fourteen (14) days of the date the hire agreement was issued to secure the booking.
- 3.2 Regular hirers will be issued with a monthly account.
- 3.3 An invoice will be sent for any additional fees after the event for payment within fourteen (14) days, unless the invoice is related to damages or call out fees. In these cases, invoices will be issued as soon as practically possible.
- 3.4 Purchase orders will be accepted from Government departments for the amount of the event at least seven (7) business days prior to the event
- 3.5 An invoice for the room hire balance and bond fees will be due for payment fourteen (14) business days prior to the event date.
- 3.6 An 'Application for hire' must be completed before the booking can be assessed for its suitability for the centre.

4. Security/emergency procedure

- 4.1 Out of hours hirers must arrange a convenient time with centre staff to collect a key card to obtain entry to the facility and they must return the key within one (1) working day of their function. Hirers should also allow sufficient time to be shown the procedures of the facility.
- 4.2 Hirers accept responsibility for the replacement costs of the key if it is lost, stolen, damaged or not returned within two (2) working days.
- 4.3 If the alarm is activated a **call out fee** will be charged if it is a result of the hirer's acts or omissions.
- 4.4 Emergency exit doors may only be used in emergencies.
- 4.5 The Council's after hours emergency enquiries contact number is 8416 6333.
- 4.6 Hirers must be aware of fire exits and emergency evacuation procedures prior to commencement of their function and must inform their guests of these procedures. Please also observe the locations of, and the instructions on, extinguishers and fire blankets prior to the function. Exit doors must be kept clear and remain unlocked at all times throughout the function.

5. Bond/damages

- 5.1 A bond may be required to make good any damage that may be caused to furnishings, equipment or building or to cover cleaning or security call out expenses should this be necessary.
- 5.2 The bond will be refunded within twenty one (21) days after the function. A complete inspection of the facility will be undertaken to ensure there has been no damage or cleaning/security costs incurred.
- 5.3 Hirers should respect the property of the centre. Furniture or equipment must not be taken outside of the building without the prior permission of the Council.
- 5.4 During office hours, all damage, breakages and losses must be reported to centre staff as soon as possible. If they occur outside of office hours, and they affect the security of the centre and its patrons, the hirer must contact the after-hours emergency contact number ph. 8416 6333.
- 5.5 The hirer must immediately reimburse the Council for any breakages of furniture, fittings or equipment at a cost determined by the Council.
- 5.6 If the cost of the damage is equal to or less than the bond, the amount will be subtracted from the bond. If it is more than the bond, the bond will be withheld and further costs paid by the hirer.
- 5.7 The Council accepts no responsibility for loss or damage to the hirer's goods or equipment.
- 5.8 If your booking has been deemed 'High Risk' the additional Schedule D terms and conditions will apply to your event.

6. Cancellation of a booking

- 6.1 Cancellations: one-off and irregular bookings - all categories will be charged a \$75 administration fee for cancellations csu@wtcc.sa.gov.au
- 6.2 Cancellations: regular hirers (at least one (1) x booking per month) - will not incur an administration fee providing at least 30 days written notice of cancellation is provided to csu@wtcc.sa.gov.au

7. Insurance

- 7.1 **One off hirers** - One-off hirers will be covered by the Council's General Public and Products Liability Insurance Policy.
- 7.2 **Regular hirers** - Regular hirers must have Public Liability Insurance to the value of twenty million dollars (\$20 million) Australia-wide in place prior to the hiring date. A copy of the Certificate of Currency must be provided with the signed Hire Agreement.

Please note: in order for the insurance to be valid, the policy name and hirer's name must be the same.

Hirers without Public Liability must contact centre staff.

8. Liquor licensing

- 8.1 It is the hirer's responsibility to obtain the relevant licence, for the consumption/supply of alcohol on the premises. More information and forms can be found at the [SA Government website](#). The licence must be provided to the Council fourteen (14) days prior to their hire.
- 8.2 It is the hirer's responsibility to ensure that alcoholic beverages are not served to guests under the age of eighteen (18) years, or to guests in a state of intoxication. The right to discontinue the liquor service is reserved by the Council.

9. Smoking

- 9.1 In the interest of public health, and in line with Government Regulations, the Apex Park Community Facility is a smoke free venue.
- 9.2 Outdoor smoking is permitted only in the designated areas.

10. Performance sound levels

- 10.1 Council reserves the right to control sound levels at your event. As this is a multi-use venue, sound levels cannot be guaranteed and no liability will be accepted. Consideration should be given to other hirers. Please advise your guests accordingly.
- 10.2 Hirers must respect the rights of nearby residents at all times. This includes, but is not limited to:
- not using the children's playground after dark
 - not using or doing anything that is noisy, offensive or dangerous so as to cause a disturbance
 - not doing anything that causes annoyance, nuisance, or damage to any occupier or owner of nearby property
 - not doing anything that may become an offence against any Act of Law.
- 10.3 Hirers should ensure that guests leave the premises promptly and with a minimum of noise.
- 10.4 Failure to comply **may**, at the minimum, result in a reduction of bond payment or **recovery in full** of costs incurred if a complaint is made.
- 10.5 Any attendance by SA Police may result in the bond being forfeited.

11. Parking

- 11.1 Public parking for up to 50 vehicles, plus two spaces for people with disabilities, is available at the Centre.
- 11.2 Parking is only allowed in designated areas and no vehicles may be parked on the lawn area
- 11.3 Emergency exits must not be blocked by any vehicle.

12. Operating procedures

- 12.1 The hire fee does not include the setting up of seating, tables, equipment or the cleaning of the facility at the conclusion of the function. Such work is the responsibility of the hirer.
- 12.2 Hirers must ensure that all guests leave the premises by 11pm each evening.
- 12.3 If hiring equipment, hirers must liaise with Centre staff for authorisation regarding compatibility of equipment, delivery and collection times.
- 12.4 Prior to vacating the premises, hirers must ensure that all electrical appliances, gas appliances, lighting and air conditioning are switched off. A surcharge will apply for any equipment left on.
- 12.5 The hirer is responsible for securing the premises before leaving the Centre. Hirers will be required to comply with any other security procedures as specified by centre staff and as agreed upon by both parties.
- 12.6 Children must be supervised at all times.
- 12.7 All personal belongings and equipment must be removed from the hired area. Equipment from a function may be stored or left on the premises only by prior arrangement with Council

13. Publicity and banners

- 13.3 There are limited areas available for posters and the positioning of these must be approved by the Council. All displays must be removed immediately after the event.
- 13.4 Freestanding banners are permitted in the venue, but positioning must be approved by centre staff prior to your event.

14. Prohibitions

- 14.1 Confetti or glitter is not permitted in any area of the Apex Park Community Facility.
- 14.2 Special effects: users should be aware that there are fire detection devices installed throughout the Centre, therefore the use of smoke and dry ice machines is allowed, by only on the understanding that the Hirer will be responsible for any MFS callout fees should the machine/s the Hirer uses set off the Centre's alarms. Laser lights and other special effects are also permitted, but only within the interior of the Centre.
- 14.3 Except with the prior written approval from Council, the use of candles is prohibited in the Apex Park Community Facility.
- 14.4 Flammable liquids or other dangerous substances must not be brought onto the premises.
- 14.5 Gun powder or fireworks used for special effects are prohibited in all areas of the Apex Park Community Facility at all times.

15. Storage

- 15.1 Apex Park Community Facility does not have storage facilities other than event spaces booked by the hirer during the agreed event times.
- 15.2 It is the hirer's responsibility to remove all goods on conclusion of the event. Any goods left and not collected the next business day will be discarded.

16. Television/film/radio coverage/recording fee

- 16.1 The Council does not warrant the fidelity or standard of any recording carried out in the Apex Park Community Facility pursuant to this agreement.

18. Cleaning

- 18.1 Limited cleaning products may be provided by the Center.
- 18.2 A cleaning surcharge will be incurred for any function if the facility has not been left in a satisfactory condition.
- 18.3 Decorations must not be attached to any surface, no blue tack, staples, pins or adhesive tape may be used.
- 18.4 Cooking oil must be disposed of away from the Centre and not poured down the sink.
- 18.5 Use of the kitchen mounted deep fat fryers are excluded from venue hire.
- 18.6 If using barbecues/spits you must ensure that they are not in close proximity to the building as they will cause the smoke alarm to activate.
- 18.7 If the premises are left in an unsatisfactory state, Council will organise a cleaning contractor and the cost will be passed onto the hirer.
- 18.8 The hired area (including immediate outside area) must be cleaned and tidied before vacating the building, with all furniture stacked or restored to its original position unless otherwise indicated.
- 18.9 It is the hirer's responsibility to ensure that soiled floors are swept, mopped or vacuumed accordingly. Equipment is stored in store rooms for general use.
- 18.10 All rubbish must be placed in plastic garbage bags then deposited in the bins provided outside. It is the hirer's responsibility to remove all excess rubbish that does not fit in the bins.
- 18.11 Any rubbish left by a group will result in a reduction of the bond returned.

19. Electrical and mechanical equipment

- 19.1 Hirers wanting to provide any additional sound, lighting or other electrical devices and mechanical equipment, over and above existing Venue equipment, must submit a complete list of such equipment for approval by the Council prior to your event.
- 19.2 All equipment brought onto the premises must be electrically tagged and tested according to Council's requirements. The Hirer will be asked to remove any equipment that is not tagged and tested.

20. Indemnity to the Council

- 20.1 The permit holder agrees to indemnify and to keep indemnified the Council, its servants and agents and each of them from and against all actions, costs, claims, damages, charges and expenses whatsoever which may be brought or made or claimed against them or any of them arising out of, or in relation to, the issuing of the permit.

21. COVID-19

- 21.1 Pursuant to the public activities state directions, people hiring a community facility from the City of West Torrens are required to submit a COVID Safe Plan and/ or a COVID Management Plan, whichever is relevant dependant on numbers and activity, to the approving authority (in such manner and from as is determined by approving authority) in relation to the activity, meeting or prescribed gathering and provide a copy of that plan to Council and any other relevant authority prior to the hire or event.
- To assist in the development of a COVID safe plan or COVID management plan, community centres staff will provide hirers with room dimensions required to complete the venue capacity section, however it is the hirer's responsibility to ensure all obligations and recommendations are adhered to.
- It is the hirer's responsibility to ensure the obligations and recommendations contained within those plans are observed and that the details of attendees are maintained for contact tracing purposes.

21. Council use of personal information

21.1 Please note that the City of West Torrens is a public authority which is bound by the Local Government Act 1999, and other relevant legislation, to retain information and to make certain information publicly available. In some instances, this will require Council to publish personal information such as names and addresses of those whose information it holds. If you have any questions regarding the use of your personal information please contact the Council on (08) 8416 6333.

I have read and accepted the Terms and Conditions of Hire contained in Schedule A, Schedule B and Schedule D (if applicable).

Hirer's name:

Hirer's signature

Application date

Name and description of the Event

Date of event

Approved by (name)

Approved by (signature)

Approval date

Hirer notified (time/date/by whom)