West Torrens community facilities terms and conditions of hire

(Schedule C)

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City of West Torrens
Between the City and the Sea

1. General

1.1 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.

1.2 The Council reserves the right to refuse or cancel any booking without the necessity to give reasons for such refusal to the Hirer.

1.3 The Council must be informed of the purpose for which any event area is to be used at the time any booking is made.

1.4 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.

1.5 Receipt of a signed Schedule A, Hire Agreement or Booking Application by the Council confirms acceptance of these terms and conditions.

1.6 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 Council's Community Facilities, or the Council.

1.7 The Council reserve the right to halt, cease or apply further requirements to an event if an incident occurs, if it is deemed unsafe to continue, or if any event factors have altered from the original booking application.

1.8 The Council reserves the right to remove a person/s without liability if behaviour is not considered appropriate.

1.9 Once a booking has been confirmed by Council, any alterations to the booking details will be assessed and further risk mitigating requirements, including but not limited to, engagement of professional security services may be applied to the booking agreement. Any additional costs incurred will be paid by the hirer.

1.10 Hirers should be aware that Council may host events, activities or festivals on adjoining or adjacent reserves, ovals and green space concurrently to any booking. Sound exchange levels cannot be guaranteed and no liability will be accepted.

1.11 Hirers must not use, allow or cause the facility to be used for any illegal purpose or cause, or allow a nuisance. You must not cause or permit any interference with the reasonable peace, comfort or privacy of any neighbouring properties.

1.12 Hirers must not assign, sublease, charge or part with possession of any part of the facility.

1.13 The council may limit the number of bookings hirers can make to ensure fair access.

2. Bookings

2.1 A hire agreement can only be entered into by a person over the age of 18 years and is not transferable. A 'Booking Application' must be completed before the booking can be assessed for its suitability for the centre.

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 without notice.

3. Confirmed bookings/deposit

3.1 Once a booking has been confirmed by Council payment of 50 per cent of the total hire fee must be received by Council within 7 days of the date the hire agreement was issued. Failure to meet these agreed conditions may result in cancellation of the booking agreement without further notice.

3.2 The remaining balance will be due for payment at least 14 business days prior to the event date. Regular hirers may be issued with a monthly account on request.

3.3 An invoice will be sent for any additional fees after the event for payment within 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 booking within 7 days

of receiving the hire agreement.

4. Security/emergency procedure

4.1 All hirers are required to attend an orientation session, which may be conducted as an onsite equipment demonstration or a digital induction. During or after this session, hirers will collect a key or FOB to gain entry to the facility. For those completing a digital induction, the key or FOB can be picked up at a later date. The key or FOB must be returned within one (1) working day following the conclusion of their function. Hirers should allocate sufficient time during the induction to be familiarised with the facility's procedures.

4.2 Hirers accept responsibility for the replacement costs of the key or FOB if it is lost, stolen, damaged or not returned within 2 working days.

4.3 If the alarm is activated a call out fee may 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.

4.7 In the event of a fire or other emergency, hirers must immediately contact the relevant emergency service provider by dialling 000.

4.8 It is the hirer's responsibility to enact their own emergency evacuation procedures and assembly points during incidents, and to avoid re-entering the facility until cleared by emergency services.

4.9 After an emergency, the hirer must also notify City of West Torrens staff as soon as practicable on 8416 6333.

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 21 days after the function. A complete inspection of the facility may 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 must be lodged by the online form.

6.2 No refunds will be given for cancellations received after the start time of the booking.

7. Insurance

7.1 One off hirers - Council provided Public Liability insurance for one-off events and activities will not provide coverage for any third-party providers engaged for your hire and it is the hirer's responsibility to ensure the provider has adequate coverage.

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 before the booking application will be considered.

7.3 All other 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 before the booking application will be considered.

7.3a - A public Liability Insurance Provision Agreement may be entered into for applications with part-year Public Liability Insurance coverage or single date booking applications for which it is reasonable to expect Public Liability Insurance coverage prior to 14 days before the booking date.

7.4 Council provided Public Liability Insurance for one-off events and activities will not provide coverage for any third-party providers engaged for your hire and it is the hirers' responsibility to ensure the provider has adequate coverage.

Please note:

- The expiry date of the policy must not exceed the final booking date on the booking application.
- The policy is to the value of twenty million dollars ($20 million) Australia-wide.
- The policy name and hirer's name must be the same.

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 on the SA Government website - search liquor licence South Australia. The licence must be provided to the Council 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 and vaping

9.1 In the interest of public health, and in line with Government Regulations, community facilities are smoke and vape free venues.

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. Sound levels cannot be guaranteed and no liability will be accepted. Consideration should be given to other hirers as applicable. 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 children's playgrounds 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.

11. Parking

11.1 Parking is only allowed in designated areas.

11.2 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 If hiring equipment, hirers must liaise with Council staff for authorisation regarding compatibility of equipment, delivery and collection times.

12.3 Prior to vacating the premises, hirers must ensure that all electrical appliances, gas appliances, lighting and air conditioning are switched off.

12.4 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 Council staff and as agreed upon by both parties.

12.5 Children must be supervised at all times.

12.6 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.

12.7 You understand and acknowledge that the Council purchases or leases the equipment in facilities from a

third party and therefore does not manufacture or service any of the equipment in the facilities.

12.8 You understand and acknowledge that the Council is providing recreational services and may not be held liable for defective products or equipment.

12.9 While the Council generally provides equipment and resources as listed in Schedule B, it does not guarantee the availability of any specific equipment.

12.10 Access to the facility outside of the agreed time frame booked is strictly prohibited.

12.11 Any equipment made available for use is used at the hirer's own risk.

13. Publicity and banners

13.1 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.

13.2 Freestanding banners are permitted in the venue, but positioning must be approved by Council staff prior to your event.

14. Prohibitions

14.1 Confetti or glitter is not permitted in any areas of the Council's community facilities.

14.2 Special effects: users should be aware that there are fire detection devices installed throughout the Centres, therefore the use of smoke and dry ice machines is allowed, but only on the understanding that the Hirer will be responsible for any MFS or other callout fees should the machine/s the Hirer uses set off the Centre's alarms. Laser lights and other special effects may also be permitted, but only within the interior of the Centre if approved by Council staff.

14.3 Except with the prior written approval from Council, the use of candles are prohibited in Council's Community Centres.

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 Council's Community facilities at all times.

14.6 Jumping castles and amusements are not permitted inside venues.

15. Storage

15.1 There are no 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 Council's Community facilities pursuant to this agreement.

17. Cleaning

17.1 Limited cleaning products may be provided by the Centre.

17.2 A cleaning surcharge will be incurred for any function if the facility has not been left in a satisfactory condition.

17.3 Decorations must not be attached to any surface, no blue tack, staples, pins or adhesive tape may be used.

17.4 Cooking oil must be disposed of away from the Centre and not poured down the sink.

17.5 Use of the kitchen mounted deep fat fryers are excluded from venue hire.

17.6 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.

17.7 If the premises are left in an unsatisfactory state, Council will organise a cleaning contractor and the cost will be passed onto the hirer.

17.8 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.

17.9 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.

17.10 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.

17.11 Any rubbish left by a group will result in additional cleaning cost to the hirer.

18. Electrical and mechanical equipment

18.1 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.

18.2 All equipment brought onto the premises must be electrically tagged and tested according to Council's requirements. The Hirer may be asked to remove any equipment that is not tagged and tested.

19. Indemnity to the Council

19.1 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.

20. COVID-19

20.1 The City of West Torrens will continue to closely monitor any changes to the COVID-19 pandemic and restrictions placed on the public (i.e. physical distancing, sanitisation etc). As such, if at any point in the future COVID-19 circumstances escalate which could impact both the staff and the community, terms and conditions for facility bookings may change.

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.

22. Centre-specific terms and conditions

22.1 Apex Park Community Facility

- 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.
- 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.
- Public parking for up to 20 vehicles, plus two accessible spaces is available at the Centre.
- Hirers must ensure that all guests leave the premises by 11pm.

22.2 Mellor Park Community Hall

- Mellor Park Hall and Kitchen (hereinafter called the 'Mellor Park Community Hall) are available for the presentation of concerts and other branches of the performing arts as well as for lectures, meetings, conventions and catered events.
- Any reference to the Mellor Park Community Hall or any venue therein by a hirer in any published matter, either written or electronic, shall refer to the Mellor Park Community Hall by its full title.
- Hirers must ensure that all guests leave the premises by 11pm.
- Public parking for up to 20 vehicles, plus two accessible spaces, is available at the Centre.

22.2 Camden Sporting Facility

- Camden Clubhouse (hereinafter called the Camden Sporting Facility) is available for the presentation of meetings as well as for lectures, training, and community events.
- Any reference to the Camden Sporting Facility or any venue therein by a hirer in any published matter, either written or electronic, shall refer to the Camden Sporting Facility by its full title.
- Public parking for up to 50 vehicles, plus two accessible spaces, is available at the Centre.
- Hirers must ensure that all guests leave the premises by 11pm.

22.3 Cowandilla Community Room

- Cowandilla Hall and Kitchen (hereinafter called the Cowandilla Community Room) is available for the presentation of meetings and exhibitions s as well as for lectures, training, and catered events.
- Any reference to the Cowandilla Community Room or any venue therein by a hirer in any published matter, either

written or electronic, shall refer to the Cowandilla Community Room by its full title.

- Public, limited parking for up to 12 vehicles, plus one accessible space is available outside of business hours - **on-site parking is unavailable Monday to Friday between 8 am and 5 pm.**
- Hirers must ensure that all guests leave the premises by 11pm.

22.4 Lockleys Sporting Facility

- Room 1 and 2 (hereinafter called the 'Lockleys Sporting Facility) are available for lectures, meetings, small conventions and catered events.
- Any reference to the Lockleys Sporting Facility or any venue therein by a hirer in any published matter, either written or electronic, shall refer to the Lockleys Sporting Facility by its full title.
- Public parking for up to 75 vehicles, plus two accessible spaces, is available at the Centre.
- Hirers holding functions Sundays to Thursdays may use the building between the hours of 7.30am - 10.30pm.
- Hirers holding functions Fridays and Saturdays may use the building between the hours of 7.30am - 11pm.
- All materials, goods and refuse shall at all times be loaded and unloaded within the confines of the subject land.
- Delivery vehicles shall only access the site between the hours of 7.30am and 6pm on any day.
- Materials and goods shall not be stored on land delineated for use as car parking.
- Private functions not related to the use of the sport and recreation facilities within the precinct shall not take place within the clubroom building during times when sport and recreation facilities are in use, including but not limited to game days, club training and community events.

22.5 Plympton Community Centre

- The Plympton Community Centre is available for lectures, meetings, conventions and catered events.
- Any reference to Plympton Community Centre or any venue therein by a hirer in any published matter, either written or electronic, shall refer to the Plympton Community Centre by its full title.
- Public parking for up to 10 vehicles, plus two accessible spaces, is available at the Centre.
- Hirers must ensure that all guests leave the premises by 11pm.

22.6 Weigall Oval Sporting Facility

- Weigall Hall (hereinafter called Weigall Oval Sporting Facility) is available for the presentation of concerts and other branches of the performing arts as well as for lectures, meetings, conventions and general events.
- Any reference to the Weigall Oval Sporting Facility or any venue therein by a hirer in any published matter, either written or electronic, shall refer to the Weigall Oval Sporting Facility by its full title.
- Public parking for up to 30 vehicles, plus two accessible spaces, is available at the venue.
- Hirers must ensure that all guests leave the premises by 11pm.

22.7 Mellor Park Community Cottage

- Mellor Park Community Cottage (hereinafter called the 'Mellor Park Community Cottage') are available for lectures, meetings, small conventions and small catered events.
- Any reference to the Mellor Park Community Cottage or any venue therein by a hirer in any published matter, either written or electronic, shall refer to the Mellor Park Community Cottage by its full title.
- Hirers must ensure that all guests leave the premises by 11pm.
- On street parking only is available at the Centre.

22.8 Golflands Community Room

- Golflands Community Room (hereinafter called the 'Golflands Community Room') are available for lectures and small meetings.
- Any reference to the Golflands Community Room or any venue therein by a hirer in any published matter, either written or electronic, shall refer to the Golflands Community Room by its full title.
- Hirers must ensure that all guests leave the premises by 11pm.
- On street parking only is available at the Centre.