



City of
Norwood
Payneham
& St Peters

Council Venues | Conditions of Hire

As at September 2009

The following terms and conditions apply to the following facilities for hire:

The Payneham Community Centre,
The Payneham Library and Community Facilities Complex (*Tirkandi*),

The Council reserves the right to decline a request for the hire of any of its venues. This applies to all Council venues that are required for Council functions, events or activities that occur during the year. Council business and events are given priority over other group or hire activities. All steps will be taken to notify hirers of the dates and times of these events in advance and assistance will be provided to relocate hirers during these times.

1. Bookings and Payment of Fees

All enquiries and bookings relating to the hire of the venues listed above are to be made through the Payneham Community Centre. **This can be done in person at 374 Payneham Rd, Payneham, or by phoning 8365 4038 between the hours of 9am and 4pm, Monday to Friday.** Tentative bookings will be held for seven (7) days. An application form and payment of a \$60.00 deposit must then be made, or the booking will be forfeited.

PAYMENT IN FULL must be made at least one (1) month prior to the date of hire. Payment of venue hire fees, including the bond, can be made in person at Payneham Community Centre, or by mail. Please make cheques payable to City of Norwood Payneham & St Peters. See the attached *Schedule of Charges* for current hiring fees. Fees are reviewed annually and inspections of venue facilities can be arranged upon request.

Please Note: For hirers who wish to pay fees in person, payments are unable to be processed after 4pm.

2. Venue Access and Hours of Operation

The following conditions apply to venue access and hours of operation:

- Access to the venue can only commence between the hours of hire. (*Please note: Key collection does not give access to the venue outside the hours of hire.*)
- Setting up, packing up and cleaning of the venue is the responsibility of the hirer and the time to undertake these activities must be included in the hired hours.
 - > Tables are to be left on trolleys provided, or if no trolleys are available, can be left neatly around the edge of the room. Tables **MUST NOT** to be left stacked on top of each other.
 - > Chairs must be stacked in manageable piles and left neatly around the edge of the room or in the appropriate storage room.
- Delivery and collection of goods must occur during the booked and prepaid hours of hire. (*Please note: Council Staff WILL NOT assume responsibility for, or sign for delivery or collection of Hirer's goods.*)
- In recognition that all facilities are located in residential areas, all functions must end at 12am and all guests must **exit the venue by no later than 1am**. (*Please note: To allow time for cleaning and pack up of Hirer's goods, the venue can be booked until 2am.*)

Failure to comply with any of the above conditions may result in additional hire fees and/or forfeit of the hall bond.

Please note: All venues operate as community facilities. This means they are accessed by a broad range of groups and individuals for a variety of needs and functions. Your cooperation in accommodating the needs of others is much appreciated. It will also ensure your group is able to hire the venue again.

3. Loading at all venues

For reasons of public safety, no property is to be left on the footpath or in a public walkway area while loading or unloading property at any of the Council's venues for hire. All property must be immediately transferred from the transport vehicle into the venue for hire.

Please note: Hirers need to be aware of all loading and parking restrictions at all venues, including parking requirements for the general public at Library car parks during opening times. Staff can provide Hirers with Library Hours of Business upon request.

4. Key and Hall Bond

A key and hall bond is required for all venue hire and will **ONLY** be refunded after the following conditions have been met (see attached *Schedule of Charges* for bond fees):

- (a) premises, furniture, fittings and all other equipment have been returned undamaged and clean to designated storage places;
- (b) premises, including hall(s), foyer, toilets, entrance, kitchen, and walkways, has been left in a clean and tidy condition, (refer to the Recommended Cleaning Guide in Section 11);
- (c) key/s have been returned on time and in full working order; and
- (d) all other terms and conditions otherwise stated herein have been met.

5. Public Liability Insurance

a) Commercial Hirers must ensure Public Liability Insurance to the value of \$10 million Australia-wide, is in place, prior to the commencement of venue hire. A copy of the Certificate of Currency needs to be provided at the time the *Application for Venue Hire* is submitted or prior to the hire date. (*Please note: In order for the insurance to be valid, the policy name and Hirer's name must be the same.*)

b) Community Based Group Hirers will be required to provide their own Public Liability Insurance to the value of \$10 million Australia - wide. The Council encourages groups who wish to hire to become incorporated and obtain their own insurance. However, in order not to discriminate against new emerging groups or special needs groups, the Council may provide cover in certain circumstances, if they are not considered high risk.

c) Family or Private Hirers in paying the hire fee will be covered by the Council's General Public and Products Liability Insurance Policy. (*Please note: Hirers whose event or activity is deemed high risk, will be required to provide a Certificate of Currency as per the Conditions for Commercial hirers outlined above.*)

d) Insurance Issues relating to all Hirers

The Hirer, where appropriate, shall ensure that 'it' is licensed or registered to carry out the activity authorised in the *Application for Venue Hire*.

The Hirer must return the signed *Conditions of Hire* and the *Certificate of Currency* with the balance of venue hire fees to Payneham Community Centre Staff one month prior to the hire date. If the hire is booked within one month of hire, the documents must be provided as soon as possible and prior to key collection. If the signed *Conditions of Hire* and/or the *Certificate of Currency* are not provided prior to the hire date, the booking/s will be void and cancelled and no key will be issued.

The Hirer must comply with and give all notices required by any Act of Parliament, Ordinance, Regulation or By-law relating to the activity.

Hire applications are NOT TRANSFERABLE under any circumstances.

6. Cancelling a Booking

Bookings cancelled with more than 30 days notice from the hire date will have all fees fully refunded. Bookings cancelled with less than 30 days notice from the hire date, will forfeit all venue hire fees, including the deposit. The hall bond will however, be fully refunded.

7. Key Bond, Collection and Responsibility

Keys can be collected by the hirer on the last working day prior to the date of hire and only after the *Certificate of Currency* (if applicable) has been supplied and payment of a key bond.

Keys can be collected from the Payneham Community Centre between the hours of 9am and 4pm, Monday to Friday. Proof of identity must be provided and a key register form will need to be completed and signed by the person responsible for the key. It is strictly the responsibility of the Hirer to collect the key during the hours stated, including informing persons collecting keys on behalf of the Hirer, of key collection times. The key bond will be fully refunded only if the key is returned on the next working day after the date of hire.

8. Type of Function

Hirers shall conduct and manage their function, at all times, in an orderly and lawful manner. At the time of booking, the Hirer is required to advise the Council of the purpose for the hire.

Full details of the type of function/event being held and the equipment being used, must be advised at the time of booking by completing the *Venue Hire Application Form*. The Council reserves the right to refuse or cancel any booking believed to be an inappropriate use of Council premises.

If the venue is used for a purpose or function other than that specified in the *Venue Hire Application Form*, the bond will be forfeited.

Hirers are required to provide all their own resources at all times, including catering, stationery, signage and any other resources associated with the successful function of their event.

Please Note: *“Buck’s Night and Heri’s Night” type functions are not permitted at any of the Council’s Venues for Hire.*

9. Alcohol

The Council's Venues do not have Liquor Licences. It is therefore the responsibility of the Hirer to obtain the necessary consents should alcohol be sold or a fee charged to patrons in lieu of the supply of alcohol. Please contact the Liquor & Gambling Commission of SA Enquires Line on 8226 8410 for full information on licence requirements.

Please Note: Such licences must be made available to any Officer of the Law, upon request, during the function/event.

The responsible management of alcohol at any event is imperative and any damage or breach of the conditions due to misconduct or unlawful behaviour will result in the forfeiture of bonds.

Security Guards are required to be present at any event where alcohol is being served, and will be organised by Council staff at the hirer's expense as a part of the hire process. This is to ensure the safety of guests and public attending events where alcohol is being served in a Council venue for hire. No alcohol is to be consumed or taken outside of the premises during the event. This includes car parks, laneways, roads or parklands surrounding the premises.

10. Groups / Non-Profit Organisations

It is the responsibility of the Hirer to substantiate their current status as a not for profit group / organisation. A not for profit group / organisation will be charged the not for profit rate only for events directly linked to their not for profit activities.

11. Cleaning

Cleaning of all areas of the venue is the responsibility of the Hirer. The premises, including toilet facilities, furniture, fittings and all other equipment, are to be left / returned cleaned and undamaged to their designated storage place/s. The Council should be advised of any breakages or problems with equipment, experienced by the Hirer, on the next business day.

The Hirer will need to supply all cleaning products and cleaning equipment (eg. cloths & detergents, garbage bags, etc.) The venue must be vacated on the same day / night of hire by the end of the booked hire time, with all Hirer equipment removed from the venue prior to final lock-up.

One 240 litre red lidded bin (general waste) and one 240 litre yellow lidded bin (recyclable waste) is provided for the use of the Hirer. Excess waste which cannot be accommodated by these receptacles is to be removed by the hirer, at the end of the hire period or event. Failure to do so will result in the cost of excess waste removal being deducted from the hirer's Bond.

Where spillage occurs at venues with wooden floorboards, Hirers are asked to mop the floors. Where spillage occurs at venues with carpet, Hirers are asked to spot clean immediately to prevent long-term staining, and notify Council staff upon key return.

When utilising the dishwasher at the Payneham Library & Community Facilities Complex, hirers must follow the instructions, and allow the cycle to proceed to end to ensure water drains from the machine at the end of the cycle. Excess food debris must be removed from the unit after use in order to leave the machine ready for the next user.

No food materials are to be left in refrigerators or cupboards at the end of the hire period.

Please Note: If the cleaning of the venue hired is not to the Council's satisfaction or any damage has resulted from the Hirer's cleaning, the Hirer will become liable for any additional costs incurred to restore or repair damage, and the bond will be forfeited.

12. General Conditions

- a. The control of all Community Halls is vested with the Chief Executive Officer, or his nominee, who shall have access at all times.
- b. The Environment Protection Authority (EPA) prescribes maximum permissible noise levels for various types of premises. Legislation provides for heavy penalties for failure to comply with statutory requirements relating to excessive noise. The EPA can be contacted on Ph. 8204 2004 for more information.
- c. Hirers are personally responsible for ensuring that NO breach of the *Music Broadcasting Copyright Act* takes place on Council property.
- d. Confetti, adhesive tape, nails, tacks, sparklers, smoke machines or other equipment which may cause damage to the facility, are not permitted inside or outside any Council venue for hire.
- e. Any electrical equipment used on Council premises must be tested and tagged by a licensed electrician.
- f. Electrical installations are not to be interfered with under any circumstances. Should a power failure occur, a Hirer must contact the after hours phone number provided.
- g. The Hirer shall agree to accept all responsibility for any damage occurring to the premises (including furniture and equipment) during the term of hire and shall agree to accept full costs to reinstate such damaged items, at the Council's discretion. The Hirer shall further agree that in the event of any third party sustaining bodily injury or damage to property during the currency of the term of hire, arising out of the activities subject to the hire agreement, the hirer shall accept full responsibility and discharge their claim in full.
- h. The Council accepts no responsibility for loss or damage, which may occur to Hirers' goods or equipment left on Council premises prior, during, or after the period of hire.
- i. Sub-letting of the Council venue, or a part thereof, is not allowed under any circumstances.
- j. Smoking is not permitted inside any part of the Council venue (including the toilets).
- k. In the event that the smoke alarms are activated onsite and the Metropolitan Fire Service is in attendance, Hirers will be billed for the associated fee. Please be aware that smoke machines may not be used or any fires lit inside the buildings as these actions can set off the smoke alarms.
- l. Hirers, at all times, are subject to the direction of the City of Norwood Payneham & St Peter's or its authorised personnel.

13. Emergencies

Event organisers must be aware of fire exits and emergency evacuation procedures prior to commencement of their function/event and must inform their guests of these procedures. Please also observe the locations of, and the instructions on, extinguishers and fire blankets, prior to a function / event.

Emergency Exit Doors must be kept clear and remain unlocked at all times throughout the function / event.

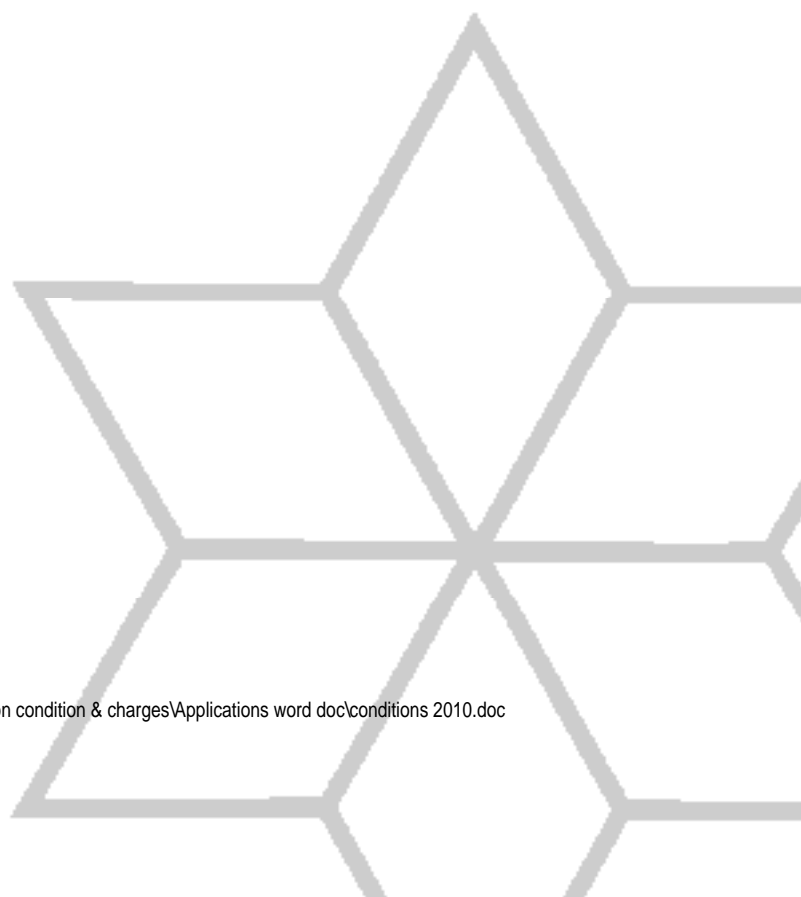
14. After Hours Contact

The after hours contact number for the Council is **8366 4599**. Hirers will be charged a call out fee, unless the call out is due to a malfunction of Council equipment.

15. Security of the Venue

It is the Hirer's responsibility, at all times, to ensure that the premises remain secure throughout the period of hire, particularly when leaving the venue, even for a short period. Hirers are not therefore, permitted to leave the doors to a venue unlocked and unattended at any time throughout the period of hire. Rooms/buildings are to be correctly locked / armed before any departure.

Breaches of any of these conditions may result in forfeiture of the security bond or termination of use of the venue.



DECLARATION

The Hirer agrees to indemnify and keep indemnified the Council, its servants and agents and each of them from and against all actions, costs, claims, damages or charges and expenses which may be brought or made or claimed against us arising out of or in any way relating to this agreement.

Name of Organisation / Business / Hirer:

Name of Person representing the Organisation / Business / Hirer:

I have read and understand the enclosed Terms and Conditions of Hire (as at September 2009)
I agree to be bound by these Terms and Conditions.

HIRERS ARE REQUESTED TO PLEASE RAISE ANY QUERIES THEY MAY HAVE WITH COUNCIL STAFF PRIOR TO SIGNING THIS AGREEMENT.

Signed _____ Dated _____

This document was created with Win2PDF available at <http://www.win2pdf.com>.
The unregistered version of Win2PDF is for evaluation or non-commercial use only.
This page will not be added after purchasing Win2PDF.