

COUNCIL VENUES

Terms & Conditions

As at September 2015

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

Payneham Community Centre

374 Payneham Rd, PAYNEHAM SA 5070

Payneham Library and Community Facilities Complex (*Tirkandi*)

2 Turner St, FELIXSTOW SA 5070

St Peters Youth Centre

Cornish St, STEPNEY SA 5069

St Peters Town Hall Complex

101 Payneham Rd, St PETERS SA 5069

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.

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.

Hirers and lessees of Council's buildings and facilities are requested to consider ways to minimise environmental impacts through water conservation, careful energy usage and appropriate waste minimisation and recycling practices. For further information please contact the Council on 8366 4555.

City of Norwood Payneham & St Peters
175 The Parade, Norwood SA 5067

Telephone 8366 4555
Facsimile 8332 6338
Email townhall@npsp.sa.gov.au
Website www.npsp.sa.gov.au



City of
Norwood
Payneham
& St Peters

1. Booking of Venue

All enquiries and bookings relating to the hire of the venues listed above are to be made through the Payneham Community Centre. A hire agreement can only be entered into by a person over the age of 18 years and is not transferable under any circumstances.

Inspections of venue facilities can be arranged upon request. To make an appointment please contact:

Payneham Community Centre

Monday to Friday during business hours

Telephone: 8366 4640

Email: paynehamcommunitycentre@npsp.sa.gov.au

Tentative bookings will be held for seven (7) days. An application form and payment of a \$60.00 deposit must be made, or the booking will be forfeited.

Confirmation of a booking occurs when the centre receives the completed Application form, signed Declaration page from the *Terms & Conditions* booklet and the Australia-wide *Certificate of Currency* (evidence of Public Liability Insurance). If these documents are not provided the booking/s will be void and cancelled.

Sub-letting of the Council venue, or a part thereof, is not allowed under any circumstances.

2. Payment

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, 374 Payneham Rd, Payneham or Customer Service counter at the City of Norwood Payneham & St Peters, 175 The Parade Norwood. Payments may also be mailed to the City of Norwood Payneham & St Peters, PO Box 204 Kent Town SA 5071.

See the attached *Schedule of Charges* for current hiring fees.

Bookings that are 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.

The Council may cancel the booking without notice in the event of an emergency or if the facility is deemed unsafe and will:

- a) Refund any amounts paid by the hirer in relation to the booking if the hirer is without fault
- b) Not be liable for any loss or damage suffered as a consequence of exercising its right to cancel the booking.

3. Key Collection and Responsibility

Keys can be collected from the Payneham Community Centre between the hours of 9.00am and 4.00pm, Monday to Friday. Keys can be collected by the hirer on the last working day prior to the date of hire. Key collection does not give access to the venue outside the hours of hire.

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. Once the key is collected hirers assume full responsibility and liability for the key location, use and safe return.

4. Bond Refund Conditions

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, have been left in a clean and tidy condition, (refer to the recommended Cleaning Guide in Section 8)
- (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.

If fees are incurred for the following issues the cost will be deducted from the bond:

- (a) Call outs for activation of security and fire alarms where you have not followed our procedures
- (b) after hours call out of Council staff, unless the call out is due to a malfunction of Council equipment,
- (c) reinstating the stage, if its setup has been compromised.

If cost of damages exceed the bond the hirer will be liable for any extra costs incurred.

5. Public Liability Insurance

A copy of the Hirers' Public Liability Insurance needs to be provided at the time the application for venue hire is submitted and prior to the hire time.

- a) Family Hirers in paying the hire fee will be covered by the Council's General Public Products Liability Insurance Policy.

Please note: If a hirer's activity is deemed high risk, they will be required to provide a Certificate of Currency as per the *Terms & Conditions* for "all other hirer" outlined below.

- b) All other hirers will be required to provide their own Public Liability Insurance to the value of \$10 million cover, Australia – wide to be noted on the certificate. In order for the insurance to be valid, the policy name and hirer's name must be the same.

6. Type of Function

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*.

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

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.

Buck's Night and Hen's Night," 16th and 18th birthday parties and like functions are not permitted at any of the Council's Venues for Hire.

7. 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 hired hours.
- 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 within the span of the hired hours.
- Delivery and collection of goods must occur during the booked and prepaid hours of hire.
- Council Staff will not assume responsibility for any delivery or collection of Hirer's, goods.
- Table and chairs and any other equipment must be returned as instructed at hired venue
- In recognition that all facilities are located in residential areas, all functions must end at 12.00am and all guests must exit the venue by no later than 1.00am.
- To allow time for cleaning and pack up of Hirer's goods the venue can be booked till 2am.
- More than one group may be sharing the facilities during your period of hire. Please cooperate with other hirers and ensure your activities do not negatively impact on them.
- Children should be supervised at all times.

8. Alcohol

The hirer is responsible for securing a liquor licence and displaying it at the function. Contact the Office of Liquor and Gambling on 131 882, or visit www.olg.sa.gov.au.

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. Further conditions may apply. This is to ensure the safety of property, guests and the public attending events 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.

9. Venue Care and 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 as instructed in the user guide provided. Hirers are not to move or dismantle any semi-permanent infrastructure installed in the venue, including the stage.

The hirer will need to supply all cleaning products and cleaning equipment (eg. cloths, mop, detergents, garbage bags, vacuum cleaner, etc.)

Spills are to be cleaned immediately, in order to prevent damage to facilities. The Council should be advised of any breakages or problems with equipment, experienced by the hirer, on the next business day following the date of hire.

10. Rubbish Removal

Hirers are to remove and independently dispose of all rubbish which is in excess of the supplied kitchen bins at each venue. Failure to do so will result in the cost of excess waste removal being deducted from the hirer's Bond.

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.

11. General Conditions

- a. The control of all Community facilities/halls is vested with the Chief Executive Officer, or his nominee, who shall have access at all times.
- b. Hirers, at all times, are subject to the direction of authorised personnel of the City of Norwood Payneham & St Peter's.
- c. Hirers shall conduct and manage their function at all times in an orderly and lawful manner.
- d. Hirers are personally responsible for ensuring that NO breach of the *Music Broadcasting Copyright Act* takes place on Council property.
- e. The hirer must comply with and give all notices required by any Act of Parliament, Ordinance, Regulation or By-law relating to an activity.
- f. Hirers are required to provide all their own resources, including catering, stationery, signage and any other resources associated with the successful management of the function or event.
- g. Confetti, adhesive tape, nails, tacks, sparklers or other equipment which may cause damage to the facility, are not permitted inside or outside any Council venue for hire.
- h. Please be aware that smoke machines may not be used or any fires lit inside the buildings as these actions set off the smoke alarms. 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.
- i. Any electrical equipment used on Council premises must be tested and tagged by a licensed electrician.
- j. Electrical installations in the facilities/halls are not to be interfered with under any circumstances. Should a power failure occur, a Hirer must contact the after-hours phone number provided in section 14 in the *Terms & Conditions*.
- k. 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.

- l. 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.
- m. Smoking is not permitted inside any part of the Council venue (including the toilets).

14. Emergencies

In case of an emergency follow the emergency procedures supplied and displayed on site. Hires 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 or event.

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

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.

16. 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 and infrastructure.

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 Hirer or Organisation:

Name of Person representing the Hirer or Organisation:

I have read and understand the enclosed *Terms and Conditions* of hire (as at September 2015) and I agree to be bound by these *Terms and Conditions*.

I understand that a breach of any of these conditions may result in the forfeit of the security bond or termination of use of the venue.

Please raise any concerns you may have regarding the hire with Council staff, prior to signing the declaration.

Signed

Dated
