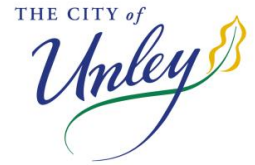


City of Unley Community Centres

CONDITIONS OF HIRE (FOR ALL HIRE AGREEMENTS)



Please note that these conditions apply to the Clarence Park Community Centre (except where *) Fullarton Park Community Centre and Unley Community Centre

Please read these conditions carefully.

1. TYPE OF FUNCTION

1. Full details of the type of booking/function/event being held must be advised at the time of booking. This includes any anticipated noise that may hinder any other users ie drumming, wailing, singing.
2. The Centre has the right to refuse or cancel bookings believed to be unsuitable or inappropriate to the venue.
3. If the venue is used for a purpose or function other than specified in the Hire Application Form, the Bond will be forfeited.
4. Hirers are required to provide all their own resources at all times, unless otherwise approved through Centre Management. This includes catering, stationery and any other resources associated with their function.

2. BOOKINGS

1. A hire agreement can only be entered into by a person over the age of 18 years and is not transferable.
2. The person nominated on the hire agreement (the Hirer) is responsible for the booking and all conditions of hire.
3. A signed hire agreement confirms the hirer understands the Terms and Conditions of their hire.
4. Tentative bookings will only be held for fourteen (14) days and will be cancelled should there be no confirmation during this time period.
5. Confirmation of a booking occurs when the Centre receives and verifies the completed and signed application for hire form.
6. Hirers must book for the total time required for their booking. This includes all setting up, packing away and cleaning times. Hirers must strictly adhere to their booked times, as:
 - a) the Centre reserves the right to accept booking requests from other hirers with only a half-hour duration between bookings; and
 - b) the Hirer will be held responsible for ALL costs incurred as a result of exceeding booking times.
7. Hirers will provide the City of Unley ('Council') with attendance figures of each hire.

3. INVOICING

1. Upon receiving booking confirmation the Centre will invoice the Hirer requesting full payment of the hire fees. Discount status must be advised at time of confirmation*.
2. All invoices are subject to the terms of payment as outlined on the invoice.
3. All invoices must be paid in full prior to booked date/s and time/s.
4. Community Centre Management reserves the right to discontinue bookings should accounts not be paid. Outstanding accounts will be forwarded to a debt collection agency.

4. GROUPS/NOT-FOR-PROFIT ORGANISATIONS*

The Hirer is responsible for substantiating their status as a not-for-profit group/organisation. Not-for-profit groups/organisations will only receive a fee discount for events directly linked to their not-for-profit activities. Evidence of 'community benefit' (i.e. advertising material indicating charitable benefit) may be required to secure the relevant discount as outlined in Council's Hire of Community Centres Policy.

5. CANCELLATIONS OF BOOKINGS BY HIRERS

1. Cancellation of confirmed bookings must be submitted in WRITING to the Centre as soon as practicable. The Centre will calculate the cancellation charge based on the following schedule of receipt:
 - a) More than 10 working days notice – 10% of the total hire fee (excluding bond) is payable
 - b) less than 10 working days notice – 50% of the total hire fee (excluding bond) is payable
 - c) less than 5 working days notice – 100% of the total hire fee (excluding bond) is payable
2. If the hire fee has been fully paid when the Centre receives written cancellation advice, the Centre will use the above schedule 5.1. to determine if a refund is required to the Hirer.
3. Where the hire fee has not been paid at the time that the Centre receives written cancellation, the Centre will advise the Hirer of the required payment calculated according to 5.1.a), b) or c).
4. Centre Management reserves discretion in applying cancellation fees to not for profit or community groups.

6. CANCELLATIONS OF BOOKINGS BY CITY OF UNLEY

Council may cancel the booking without notice in the event of an emergency, if the facility is deemed unsafe, in the event of a Federal or State Election if the Centre is a nominated polling booth, or if the Centre is required as an emergency relief centre, and will:

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

7. BOND & ISSUE OF KEYS/SWIPE CARDS

1. A Bond must be paid as security against non-compliance of hire conditions for all bookings outside of Centre operating hours.
2. A Bond will only be refunded in full should there be no costs to the Centre arising from the function.
3. Where costs for the above exceed the Bond, the Hirer will be responsible for any additional expenses incurred by Centre Management due to the function. This is not negotiable.
4. The signed key/swipe card holder will accept responsibility for provision of new locks and replacement keys/cards if the key(s)/card is/are lost, stolen or misplaced.
5. Key/card collection does not give authorisation for access to the venue outside the hours of hire. Any access required to the premises outside hire times must first be approved by Centre Management.
6. Keys/card must be collected and Bond monies paid during the week prior to the function at a time negotiated between Centre Management and the Hirer.
7. Should keys/card not be collected or are misplaced, a call-out fee will be incurred by the Hirer at a minimum rate of \$65 per visit as incurred by the City of Unley on opening and closing the Centre.
8. Keys/card must be returned within two working days after the function and in full working order. At Clarence Park and Fullarton Park Community Centres, keys must be placed in the secure box in the front door of the Community Centre Office.
9. Permanent/Regular Hirers will be issued a key/card once all hire requirements have been met.

8. SECURITY

1. Weekend and after hours Hirers will be issued with a temporary code to access the security system where applicable.* Hirers are only authorised to be in the Centre at the times according to their signed hire agreement. Random inspections of the hire facilities may occur as part of Council's after hours security process.
2. Hirers will be charged a call-out fee as incurred by the City of Unley if the alarm is activated as a direct consequence of their negligence and a patrol has been dispatched.*
3. Emergency Exit Doors are to be used in an emergency only and must always be kept clear.
4. Security Guards, provided by the Hirer, may be requested at the discretion of Centre Management based on the following determining factors:
 - a) Type of event;
 - b) High number of attendees; or
 - c) If deemed a 'high risk' event by Centre Management.
5. The Hirer is responsible for securing the premises before leaving the Centre, and must:
 - a) switch off electrical appliances, lighting, and air-conditioning, ceiling fans and heaters (excludes refrigeration units, bug zappers and rechargeable vacuum cleaners);
 - b) lock all windows and doors;
 - c) return all furniture to correct positions;
 - d) check all taps turned off; and
 - e) check no patrons remain in toilets.

9. FOOD SAFETY AND CATERING

1. Organisers of events involving the preparation and sale of food should ensure they adhere to requirements and the Food Safety Standards. For further information and registration forms visit www.unley.sa.gov.au and www.foodstandards.gov.au.
2. Any cooking oil must be disposed of away from the Centre and not poured down any internal or external drains, sinks or toilets.
3. If using BBQs and/or Spits, hirers need to ensure they are not in close proximity to the building or within the Child Care garden and Clarence Park Community Centre as per regulations, and as they will cause the smoke alarm to activate. Drop sheets are required under BBQ areas to avoid grease spillages from damaging pavers or lawn. On Total Fire Ban Days and within the Fire Danger Season, BBQs must be used in accordance with guidelines provided by the CFS.
4. All cooking must be done in the kitchen. No cooking is to be done in the halls/rooms or passageways unless previously agreed with Centre Management.

10. FURNITURE/EQUIPMENT

1. Hire fees do not cover the setting up of seating, tables or hire equipment before or after the function. It is the Hirer's responsibility to return all furniture to the pre-hire condition. Failure to do so may result in a furniture re-stacking fee being charged.
2. Furniture cannot be transferred/moved to other rooms or outside.
3. Hire fees do not include the provision of linen, cutlery, crockery, cookware, glassware or refreshments. Provision of such items is the responsibility of the Hirer. Cleaning products, eg dishwashing liquid, dishwashing powder, tea

towels and garbage bags are not provided by the Centre. For large bookings, Hirers may wish to consider supplying additional bins/boxes for rubbish collection.

4. Hirers must liaise with Centre Management regarding delivery and collection times of goods and equipment. Delivery and collection of goods must occur during the booked and prepaid hours of hire UNLESS an alternative arrangement has been negotiated in advance with Centre Management. (Please note a cost may be incurred for storage of items under this arrangement).
5. The Centre accepts no responsibility for any equipment left on the premises by the Hirer.
6. Any equipment utilised by the Hirer must be replaced as it was found or returned with keys/card (see 7.9).
7. PLEASE NOTE: The Clarence Park Community Centre's Child Care Hall is a 'nut free' environment. No nuts or derivative products are to be brought into the Child Care area.

11. LIQUOR LICENSING

Hirers should seek individual advice regarding liquor license requirements from Consumer and Business Services, GPO Box 1719, Adelaide SA 5001, ph 131 882 or website www.cbs.sa.gov.au/wcm/licensing-and-registration/liquor/

12. MUSIC AND NOISE

1. Please note the times required for music and noise to cease at each Community Centre below.

Centre and days	Time the Centre is to be exited by
Clarence Park Community Centre	
Friday and Saturday	Midnight
Sunday to Thursday	10pm
Fullarton Park Community Centre	
Friday and Saturday	2am All guests to leave by 1am. Music and noise to cease by midnight.
Sunday to Thursday	10pm
Unley Community Centre	
Friday and Saturday	1am Music and noise must cease by midnight.
Sunday to Thursday	Midnight Music and noise must cease by 11pm.

2. The facility consists of separate areas for hire and noise levels may impact on your group. Consideration should be given to other hirers. Please advise your guests accordingly.
3. Hirers are to respect the rights of nearby residents at all times.
4. Hirers should ensure that guests leave the premises promptly and quietly.
5. Failure to comply may result in a forfeiture of part or full Bond if a complaint has been received.
6. Any attendance by the SA Police Department will result in the Bond totally being forfeited.

13. CLEANING

1. The hired area must be cleaned and tidied to the pre-hire condition before vacating the building, with all furniture stacked or restored to its original position unless otherwise indicated. The Hirer must ensure that soiled floors are swept, mopped and vacuumed accordingly and all tables and chairs should be wiped clean. It is also the hirer's responsibility to ensure that the immediate area outside the building is free from rubbish and cigarette butts.
2. Rubbish must be placed in plastic bags and deposited in the commercial skips located at the Centre. Any rubbish that exceeds the capacity of the skips must be taken by the Hirer. Glass bottles, cans and plastic bottles are to be placed in the recycle bins. *PLEASE NOTE: at Clarence Park Community Centre all rubbish is the responsibility of the hirer and must be taken home.
3. A carpet-cleaning surcharge will be incurred for any function where the carpet has been soiled as a result of the event held by the Hirer.
4. Hirers are asked to wipe and dry any spillage on parquet floors immediately to avoid any warping.

5. No food materials are to be left in the refrigerators or cupboards at the end of the hire period unless pre-approved by the Centre Management.
6. All decorations must be removed. No adhesive tape or blu-tac may be used on painted surfaces including walls and ceilings. If suitable anchors are provided, decorations may be hung from them. Decorations must not be hung on fans.
7. Cleaning must be completed within the hire time before securing the building.

14. DAMAGE

1. Hirers must respect the Centre's property and the rights and belongings of other patrons of the Centre.
2. Under no circumstances is any item from within the Centre to be taken outside the building.
3. All damage, breakages and losses must reported to the Centre Management as soon as practicable during office hours. If these occur outside of office hours, and these affect the security or the safety of the Centre and its patrons then the Hirer must notify the City of Unley after-hours service by phoning 8372 5111. Compensation for damage to the Centre or its equipment, including loss of equipment will be required (Refer Section 7).
4. The Centre accepts no responsibility for loss or damage to the Hirer's goods or equipment during the period that such goods or equipment are lodged in the hired premises.
5. All existing artwork, signage, fire extinguishers and features of the Centre must remain intact and unmoved.

15. INSURANCE & INDEMNITY*

1. The Council's General Public and Products Liability Insurance Policy will cover one-off hirers ONLY. The Centre has the discretion to request the Hirer purchase Public Liability Insurance and provide the Centre with a Certificate of Currency where activities are considered high risk. Please note that an insurance excess incurred by Council is payable by the one-off hirer if a claim is made and the Hirer is deemed at fault.
2. **Regular/Permanent Hirers** must have Public Liability Insurance to the value of \$20 million Australia wide in place during the hiring period. A valid Certificate of Currency needs to be provided annually (NB: In order for the insurance to be valid, the policy name and Hirer's name must appear the same).
 - a) The Hirer agrees to indemnify and to keep indemnified the Council, its servants and agents and each of them from and against all actions, costs, claims, charges and expenses whatsoever which may be brought or made or claimed against them or any of them, arising out of any Hirers negligent act or omission in relation to their hire.
 - b) The Hirer accepts that Council's Public Liability Insurance does not cover any claims that arise out of negligent action or omissions of the Hirer arising from the use of the Centre.
3. Hirers who are pre-approved to store equipment or perishables on Council premises are encouraged to take out contents insurance. Council takes no responsibility for the hirer's property left on Council premises nor is such property covered by Council's insurance.
4. Council must be notified of any external equipment or amusements brought into the Centre for use during the hire period. All equipment must be installed and utilised according to the appropriate standards. If equipment is to be facilitated by an external party, that party must provide a copy of their Public Liability Insurance to the value of \$20million Australia wide.

16. SAFE ENVIRONMENT

Council is committed to providing a safe environment for children and other vulnerable people. Hirers are required to comply with Council's Safe Environment Policy: failure to do so may result in the Hirer being excluded from future hiring of Council facilities. A copy of the Safe Environment Policy is available by request or on the City of Unley website. www.unley.sa.gov.au

17. EMERGENCIES

1. Council's After Hours Emergency Call Out number is 8372 5111.
2. In the event of an emergency during business hours:
 - a) Staff have the right to make emergency announcements over any sound system being used by the Hirer
 - b) If an alarm is activated, exit the building and proceed to the assembly point. Directions from the Chief Fire Warden must be observed.
 - c) The Hirer is responsible for all participants associated with their booking,
3. Inside the building and/or room hired, the Hirer and users shall:
 - a) Be responsible for the safety and conduct of each and every person in attendance at their event or activity.
 - b) Take note of Fire Evacuation Plans displayed. Prevent chairs, tables and equipment from obstructing fire exit, doors or fire fighting equipment.
 - c) Not tamper with any device or system designed for use in an emergency, such as fire alarms, fire extinguishers or fire hose reels. Staff must be advised if these are used in any way and the hirer will be charged the cost of inspection and repair and/or replenishing of equipment if used unnecessarily.
 - d) Report all injuries, safety issues or identified hazards to the facilities staff within two working days of the booking.
 - e) Provide their own First Aid kit, appropriate for the number of participants and types of activities being undertaken.

18. CAR PARKING

1. There is limited parking at the Centre. Hiring of any of the facilities does not guarantee that parking will always be available.

2. Parking restrictions may apply in Centre car parks and on-street. It is the responsibility of Hirers to ensure they are abiding by the set restrictions for the area.
3. PLEASE NOTE: Car parks at Fullarton Park Community Centre are not available (until 2pm) on the 4th Saturday of each month due to the Fullarton Market.
4. Please be courteous to our neighbours.

19. GENERAL CONDITIONS

1. Hirers shall conduct and manage their function at all times in an orderly and lawful manner. Smoking is not permitted within the Centre or within 10m of any entrance. The Hirer is responsible for advising and enforcing this regulation to all guests.
2. Under no circumstances may confetti or similar be used inside or outside of the premises, with the exception of rose petals being used outside only. Candles must only be used with a mat underneath to avoid wax dripping. Failure to comply will result in a cleaning surcharge, as per Section 13.
3. Sub-letting of the Council venue, or a part thereof, is not allowed under any circumstances.
4. Children are to be supervised at all times.
5. Smoke machines are banned from Fullarton Park Community Centre. Use of a smoke machine will result in loss of bond and additional costs may apply for a call-out fee from the SA MFS.
6. The Hirer must obtain permission for animals to be on site during the hire period except for official assistance/guide/hearing dogs.
7. Air conditioning at the Centres is effective under most conditions. However, in extreme weather it may be less effective. The cancellation policy (section 5) applies to all bookings including those cancelled due to extreme weather.
8. Council reserves the right to review the hire fees and set any other conditions that are deemed necessary in the best interest of the operation of the Centre.
9. Where a function utilises outside areas of the Community Centres, Hirers may be required to apply for a City of Unley Event Permit and abide by the appropriate Terms and Conditions for that space as outlined in Council's Event Planning Toolkit.