

Unley Oval Community Hub CONDITIONS OF HIRE

Please note that these conditions apply only to the Unley Oval Community Hub.
Please read these conditions carefully.

1. TYPE OF FUNCTION

1. Full details of the nature or type of booking/function/event being held must be advised at the time of booking. This facility is not suitable for private functions such as birthdays, weddings, and engagement parties.
2. The Centre has the right to refuse or cancel bookings believed to be unsuitable or inappropriate to the venue.
3. Hirers are required to provide all their own resources and equipment, unless otherwise approved by the City of Unley. This includes catering, crockery, table coverings 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. A tentative booking for your preferred date will be held for a maximum of 14 days only.
5. Confirmation of a booking occurs when the City of Unley receives and verifies the completed and signed application for hire form.
6. Hire time must include set up, set down time and cleaning time. Where the booking is the final booking for the day and hirer has opted to pay a cleaning fee, the cleaning will occur outside of the hire time.
7. Hirers must strictly adhere to their booked times as:
 - a) The venue reserves the right to accept booking request from other Hirers with only an hour duration between bookings.

- b) The Hirer will be held responsible for ALL costs incurred because of exceeding booking times.

3. INVOICING

1. Upon receiving a signed Hire Agreement, the City of Unley 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 dates and times.
4. The City of Unley reserves the right to discontinue booking should accounts not be paid. Outstanding accounts will be forwarded to a debt collection agency.

4. DISCOUNT POLICY

Council has a Hire Fee Discount policy in place available on the [City of Unley website](#). If a Hirer believes they are eligible for a discount, they are responsible for producing the required information to confirm their eligibility on confirmation of their booking and prior to an invoice being issued.

5. CANCELLATIONS

1. Any cancellations, changes or additions must be received in writing as soon as practicable.
2. If the hire fee has been fully paid when the venue receives written cancellation advice, the venue will determine if a refund is eligible.
3. Where the hire fee has not been paid at the time that the venue receives written cancellation, no fees apply.

6. CANCELLATIONS OF BOOKINGS BY CITY OF UNLEY

Council has the right to cancel booking without notice for Council use or in the event of an emergency, unforeseeable circumstances or if the facility is deemed unsafe. Bookings will also be cancelled for State Government mandated closures such as, the venue is a nominated

polling booth, or if the venue 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 or exercising its right to cancel the booking.

7. ISSUE OF KEYS/FOB

1. The signed key/fob holder will accept responsibility for provision of replacement keys/fobs if they are lost, stolen or misplaced.
2. Key/fob collection provides access to the site for the times of the hire only. Any access required to the premises outside hire times must first be approved by Centre Management.
3. Keys/fob must be collected during the week prior to the function at a time agreed.
4. Keys/fob must be returned immediately after the function and in full working order. Keys/Fob must be placed in the lock box located outside of the Unley Community Centre drop box.
5. Regular Hirers will be issued a key/fob once all hire requirements have been met.

8. SECURITY

1. Hirers are only authorised to be in the venue at the times according to their signed hire agreement.
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. Centre Management reserves the right to mandate security at any event they deem necessary based on the following factors:
 - a) Type of event
 - b) High number of attendees, or
 - c) If deemed a 'high risk' event.
5. The Hirer is responsible for securing the premises before leaving the Centre, and must:

- a) switch off electrical appliances, lighting, and air conditioning
- b) lock and arm all 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 venue and not poured down any internal or external drains, sinks or toilets.
3. All cooking must be done in the kitchen.

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 placement and condition.
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 Hirers. Cleaning products are not provided by City of Unley. For large bookings, Hirers may wish to consider supplying additional bins/boxes for rubbish collection.
4. Hirers must liaise with the City of Unley 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 the City of Unley.
5. The City of Unley accepts no responsibility for any equipment left on the premises by the Hirers.
6. Any equipment used must be used in accordance with any work instructions provided or those instructions on display.

11. LIQUOR LICENSING

Hirers should seek individual advice regarding liquor license requirements from Consumer and Business Services. Visit their website www.cbs.sa.gov.au or phone 131 882.

12. MUSIC AND NOISE

1. Please note the times required for music and noise to cease at the Unley Oval Community Hub.

Sunday to Thursday	Music and noise must cease by 9:30pm.
Friday and Saturday	Music and noise must cease by 11:30pm.

2. Hirers are to respect the rights of nearby residents at all times.
3. Hirers should ensure that guests leave the premises promptly and quietly.

13. CLEANING

1. The Hire must ensure all furniture is stacked and restored to its original position and all tables and chairs are wiped clean.
2. The Hirer must ensure that the immediate area outside the building is free from rubbish including cigarette butts.
3. No food materials are to be left in the refrigerators or cupboards at the end of the hire period
4. All decorations must be removed. No adhesive tape or blu-tac may be used on painted surfaces including walls and ceilings.
5. If cleaning is required a cleaning fee will be applied to your booking.

14. DAMAGE

1. Hirers must respect the property and the rights and belongings of other patrons.
2. Under no circumstances is any item from within the Centre to be taken outside the building.
3. All damage, breakages and losses must be reported to the City of Unley 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.
4. The City of Unley 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 venue 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 City of Unley has the discretion to request the Hirer purchase Public Liability Insurance and provide a Certificate of Currency. 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 venue.
3. 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 unley.sa.gov.au. Children are to be supervised at all times.

17. EMERGENCIES

1. Council's After Hours Emergency Call Out number is 8372 5111.
2. In the event of an emergency during business hours or if :
 - a) an alarm is activated, exit the building and proceed to the assembly point. Directions from the Chief Fire Warden must be observed.
 - b) The Hirer is responsible for all participants associated with their booking.
3. Inside the building, 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 firefighting 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. Hiring of the venue does not guarantee that parking will always be available.
2. Parking restrictions may apply on-street. It is the responsibility of Hirers to ensure they are abiding by the set restrictions for the area.
3. Please be courteous to our neighbours.

19. GENERAL CONDITIONS

1. Hirers shall always conduct and manage their function in an orderly and lawful manner.

2. Smoking is not permitted within the venue or within 10m of any entrance. The Hirer is responsible for advising and enforcing this regulation to all guests.
3. Under no circumstances may confetti or similar be used inside or outside of the premises. Candles must only be used with a mat underneath to avoid wax dripping.
4. Sub-letting of the Community Hub, or a part thereof, is not allowed under any circumstances.
5. Smoke machines are banned. 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. No animals are permitted aside from service dogs unless negotiated with Centre Management.
7. 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 venue.
8. If the circumstances arise, we follow Government health directions. Hirers may be requested to agree to additional terms and conditions of hire as appropriate.