

City of Unley Town Hall CONDITIONS OF HIRE

Please note that these conditions apply only to the Unley Town Hall
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 i.e. drumming, wailing, singing.
2. The City of Unley 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 at all times, unless otherwise approved by the City of Unley. 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 City of Unley 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 venue 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.

3. INVOICING

1. Upon receiving booking confirmation, 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 date/s and time/s.
4. The City of Unley 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

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.

5. CANCELLATIONS OF BOOKINGS BY HIRERS

1. Cancellation of confirmed bookings must be submitted in WRITING to the venue 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.
4. If cancellation is due to Covid restrictions, the venue will review refunds on a case by case basis

6. CANCELLATIONS OF BOOKINGS BY CITY OF UNLEY

1. The City of Unley may cancel the booking without notice in the event of an emergency, including state government Covid closures, if the facility is deemed unsafe, in the event of a Federal or State Election if 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 of exercising its right to cancel the booking.

7. ISSUE OF KEYS/SWIPE CARD

1. 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.
2. 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 Venue Management.
3. Keys/card must be collected during the week of the function at a time negotiated between Venue Management and the Hirer.
4. Keys/card must be returned immediately after the function and in full working order. Venue Hire Kit with the keys must be placed in the Library Out of Hours Returns Chute when the library is closed, or handed to library staff when open.

8. SECURITY

1. Hirers are only authorised to be in the venue at the times according to their signed hire agreement.
2. Emergency Exit Doors must always be kept clear.
3. Security Guards, provided by the hirer, may be requested at the discretion of the City of Unley based on the following determining factors:
 - a) Type of event;
 - b) High number of attendees; or
 - c) If deemed a 'high risk' event by the City of Unley.
4. The hirer is responsible for securing the premises before leaving, 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 Town Hall 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 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. 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, with the exception of 9.3 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 condition.
2. Furniture cannot be transferred/moved 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, e.g. dishwashing liquid, tea towels and garbage bags are not provided by the 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. (Please note a cost may be incurred for storage of items under this arrangement).
5. The City of Unley accepts no responsibility for any equipment left on the premises by the hirer.

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 the Town Hall as per the table below.

Monday to Saturday	Music and noise must cease by midnight.
Sunday	Music and noise must cease by 10pm

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 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 Town Hall. Any rubbish that exceeds the capacity of the skips must be taken by the hirer, not left beside skip bins. Glass bottles, cans and plastic bottles are to be placed in the recycle bins.
3. Any additional cleaning required, including toilets, foyer, kitchen and floors will be charged to the hirer.
4. No food materials are to be left in the refrigerators or cupboards at the end of the hire period unless pre-approved by the City of Unley.
5. All decorations must be removed. No adhesive tape or blu-tac may be used on painted surfaces including walls and ceilings.
6. Cleaning must be completed within the hire time before securing the building.

14. DAMAGE

1. Hirers must respect the property and the rights and belongings of other patrons.
2. Under no circumstances is any item 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 Town Hall and its patrons then the hirer must notify the City of Unley after-hours service by phoning 8372 5111. Compensation for damage to the venue or its equipment, including loss of equipment may 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 Town Hall 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 the City of Unley 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 venue.
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 Town Hall 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

1. 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:
 1. Staff have the right to make emergency announcements over any sound system being used by the hirer
 2. If an alarm is activated, exit the building and proceed to the assembly point. Directions from the Chief Fire Warden must be observed.
 3. 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 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 any of the facilities 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 conduct and manage their function at all times in an orderly and lawful manner.
2. Hirers must ensure guests leave the premises as follows:

Sunday to Thursday	Leave by 11pm
Friday and Saturday	Leave by 12 midnight. Hirers must vacate by 1:30am, allowing time for cleaning.

3. 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.
4. 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.
5. Sub-letting of the Council venue, or a part thereof, is not allowed under any circumstances.
6. Children are to be supervised at all times.
7. Smoke machines are banned. Use of a smoke machine will result in additional costs if a call-out fee from the SA MFS is incurred.
8. The hirer must obtain permission for animals to be on site during the hire period except for official assistance/guide/hearing dogs.
9. Air conditioning at the venue 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.
10. 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.