

Terms and Conditions



DEFINITIONS

Application means the application made by the Hirer for the granting of a booking.

Activity means a specific activity approved by a booking.

Booking means any booking made for the use of a Venue, on a regular or casual basis.

Booking Time(s) means the hire date(s) and time(s) nominated by the Hirer, and agreed to with Council, for the use of a Venue for an activity.

Council means the City of Tea Tree Gully and where the context permits includes the employees, contractors, agents and other invitees of the Council.

Venue means a room, community centre, sporting facility, reserve or building within the Council's area.

Hirer means the person or organization nominated on an application and where the context permits includes the employees, contractors, agents, authorised representatives and other invitees of the Hirer.

Period of Hire means the agreed duration of a booking, covering all booking times.

Regular Hire means a weekly, fortnightly, monthly or other cyclical hire of the same Venue at the same start and finish time each week, fortnight, month or other cycle.

Casual Hire means a once-off or annual hire of a Venue for a specific occasion (booking may be over multiple days).

CONDITIONS OF HIRE

This document sets out the general terms and conditions of hire that apply to any Regular Hire or Casual Hire of a Venue. Any breach of these terms and conditions by a Hirer will constitute a breach of that Hirer's Booking, and Council will take action accordingly.

1. Use of Venue

- 1.1. The Hirer must not cause or permit any offensive or dangerous activities or behaviour on or from the Venue or create, cause or permit a nuisance or disturbance to Council, the public or other owners or occupiers of nearby land.
- 1.2. The Hirer is liable to reimburse Council for any damage incurred by the Hirer to the venue or equipment on a cost recovery basis. 'Damage' is considered as breakages that impair the value, usefulness, or normal function of our venues. Any requirement for additional cleaning is also considered 'Damages' for the purpose of these terms and conditions.
- 1.3. The Hirer must comply with all reasonable directions given to the Hirer by Council in relation to a Booking or Activity.
- 1.4. The Hirer must promptly report to Council by calling 8397 7444 any complaint or incident including but not limited to any injury, food poisoning, allegation of theft or criminal activity, security risk or anything likely to cause controversy and any damage done to the Venue or equipment.
- 1.5. Prior to the granting of a Booking, the Hirer must read and understand the Space Rules and Access Instructions (found in the venue information) and must comply with these at all times when relevant to the Venue. Any failure to do so will constitute a breach of these terms and conditions and may lead to the termination of the Booking.

2. Release and Indemnity

- 2.1. The Hirer is liable for and indemnifies Council from and against all actions, costs, claims and damages, which may be brought or claimed against Council arising out of or in relation to the granting of a Booking or the undertaking of an activity except where any action, cost claim or damage is caused by the negligence or default of Council.
- 2.2. The Hirer releases Council from all actions, liabilities, penalties, claims or demands for any damage, loss, injury or death occurring in, on, over or in the vicinity of the Venue except to the extent that they are caused by Council's negligence or default. This clause does not limit any release Council may have from any actions, liabilities, penalties, claims or demands pursuant to any legislation.
- 2.3. Each indemnity is independent from the Hirer's other obligations and continues during a Booking and after a Booking ends.

3. Cancellation and Termination

- 3.1. Council may cancel a Booking Time at any time at its sole discretion without recourse by the Hirer. This may be without prior notice if related to an emergency situation.
- 3.2. If Council cancels a Booking Time, the relevant hire fee will be fully refunded unless the cancellation is due to a breach of the Terms and Conditions by the Hirer.
- 3.3. Payments under this Permit are not transferable. Venue bookings are taken at the risk of the Hirer and will not be offered a credit or alternative date for bookings affected by heat or inclement weather. A credit will be considered at Council's discretion, when the Venue is unavailable due to Council operational requirements.
- 3.4. Council may terminate this Permit if the Hirer is found to have provided misleading or inaccurate information on the Application, or has breached the terms of this Permit, or has failed to pay the hire fee within the required timeframe.
- 3.5. A full refund will only be provided where a Booking Time is cancelled by the Hirer more than 7 days before that Booking Time. If less than 7 days notice is provided, 50% of the hire fee will be retained by Council.
- 3.6. The Regular Hirer must provide at least 7 days' notice for any cancellation of a booking time, and no more than 25% of booking times during the period of hire may be cancelled irrespective of whether adequate notice has been provided.

4. Insurance

- 4.1. The Hirer must be the holder or be covered under a current public liability insurance policy for the sum of not less than 10 million dollars, underwritten by an insurer authorised to conduct insurance business in Australia. This covers any personal injury, loss, damage or death arising by accident of any person using or occupying the Venue.
- 4.2. The Hirer shall ensure that the policy of insurance is in the name of the Hirer. A "Certificate of Currency" must be provided at the time of booking confirmation.
- 4.3. The Hirer is responsible for insurance coverage of all their property, equipment and goods that are used, left or stored on Council property. Council will not accept any responsibility for loss, damage or theft of anything owned, on loan or hired to the Hirer. The Hirer is to insure against fire, theft, burglary and all relevant risks, as well as all goods and equipment belonging to the Hirer that are brought to the Venue.

5. Bookings & Statutory Obligations

- 5.1. A Booking cannot be transferred in part or in whole or assigned to another hirer.
- 5.2. The Hirer must ensure that all invitees and guests of the Hirer strictly comply with any Booking.
- 5.3. The Hirer is responsible for the full observance of public decency and shall not allow any activity or lewd behaviour which could offend standards of public decency.
- 5.4. The Hirer must observe any directions or instructions given by authorised Council officers or representatives.
- 5.5. The Hirer shall comply with and give all notices required by any Act of Parliament, Ordinance, Regulation or By-law relating to the activity.

6. Safety and Emergencies

- 6.1. The Hirer is responsible for the security and safety of themselves, their guests and the Venue during the Booking Time(s). The Hirer is responsible for the behaviour of attendees at the Venue during the Booking Time(s).
- 6.2. The Hirer is responsible for first aid for themselves and their guests. This includes the provision of appropriate first aid kits and equipment.
- 6.3. The Hirer is responsible for the conduct of all attendees at the Venue during the Booking Time(s), and children are to be adequately supervised by an adult at all times.
- 6.4. The Hirer must call the Police in any case where there are intruders.

Emergency procedures

- 6.5. Emergency evacuation procedures are located near each entrance/exit and within each room of the Venue. The Hirer must read, understand and comply with these procedures. All emergency exit doorways and passageways must be clear and unobstructed at all times.
- 6.6. The Hirer must nominate a person to be in charge of complying with the emergency evacuation procedures in the event of an emergency.

Emergency call-out

- 6.7. The After Hours Call Out fee of \$200 will be costed against the Hirer in the following circumstances:
- i. Failure to activate the alarm and/or lock and secure the Venue, resulting in After Hours Call Out Officer attendance; or
 - ii. Forgetting or misplacing the keys to the Venue and calling the After Hours Call Out Officer to unlock the Venue.
- 6.8. If issues arise (such as the malfunction of an appliance) during the Booking Time(s), the Hirer should call Council's after hours number on 8397 7415.

Extreme emergencies

- 6.9. In case of fire at the Venue or if police are required to attend the Venue during the Booking Time(s), the Hirer must phone 000 as the first point of contact.
- 6.10. The Hirer is responsible for bearing all costs associated with emergency services call-outs including the fire brigade resulting from a call by the Hirer or the Hirer's use of the Venue.

7. Complaints received relating to an Activity or Hirer's conduct

- 7.1. Where a complaint is received regarding an activity or the Hirer's conduct in relation to a booking, a Council officer will undertake to investigate and mediate the matter. Where a complaint is upheld as valid, a booking may be cancelled. Behaviour deemed aggressive, offensive or otherwise unacceptable may result in termination of a Booking without notice to the Hirer.
- 7.2. Any claim for review of the decision will be referred to the relevant officer for consideration. Cancellations will not be reinstated whilst this occurs.

8. Waiver

If Council accepts or waives any breach, that acceptance or waiver cannot be taken as an acceptance or waiver of any future breach.

9. Amendment of Booking

Council may amend any term a booking with thirty (30) days' notice to the Hirer, and the parties may otherwise agree to amend the terms of a Booking at any time with mutual agreement.

10. Duty of Cooperation

The parties acknowledge and agree to cooperate with one another in relation to the performance of a Booking.

11. Severance

If any part of these terms and conditions is found to be invalid or void or unenforceable, then that part will be severed from the relevant Booking and the remainder of the Booking will continue to apply.

FURTHER INFORMATION AND USEFUL LINKS

City of Tea Tree Gully website - <https://www.teatreegully.sa.gov.au>

Consumer Business Services - <http://www.cbs.sa.gov.au>

Non-licence holders – When do I need a limited licence? - <https://www.sa.gov.au/topics/business-and-trade/liquor/apply/short-term>

EPA – General Environmental Noise - <http://www.epa.sa.gov.au/community/noise>

SafeWork SA - <http://www.safework.sa.gov.au>

CFS - <http://www.cfs.sa.gov.au/>

MFS - <http://www.mfs.sa.gov.au/>

Police - <https://www.police.sa.gov.au/>