



District Council of Loxton Waikerie

Principal Office: 29 East Terrace, Loxton ~ Telephone (08) 8584 8000

Fax: (08) 8584 6622

Branch Office: Strangman Road, Waikerie – Telephone (08) 8541 0700

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Venue Hire Agreement for Council Facilities

Council has a duty of care to ensure public safety at all times and before any activity can happen on Council land or land under the care and control of Council

Applications for hire must be made by persons over 18 years of age.

You must notify the Police for parties such as 18 and 21 birthdays and follow the instructions as per SAPOL.

This application form **MUST** be completed and submitted **20 working days** prior to the proposed event/activity.

Name of Contact Person				
Name of Organisation applying				
Organisation Type (If applicable)	<input type="checkbox"/> Community Group <input type="checkbox"/> Commercial Group <input type="checkbox"/> Private Function			
Postal Address				P/Code
Email				
Phone		Mobile		Fax
Booking Details: Prior to completing this form please phone Council on 8584 8000 to check availability and make a tentative booking relating to your desired venue.				
Name of venue/room				
Date/s requested	<p>.....</p> <p>Regular hirers please tick all appropriate boxes. Note Hire Agreements need to be completed and return prior to your first hire each calendar year.</p> <p>Date of commencement of hire Date ending</p> <p><input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> School Terms only <input type="checkbox"/> Other</p> <p><input type="checkbox"/> Jan <input type="checkbox"/> Feb <input type="checkbox"/> March <input type="checkbox"/> April <input type="checkbox"/> May <input type="checkbox"/> June <input type="checkbox"/> July <input type="checkbox"/> August</p> <p><input type="checkbox"/> Sept <input type="checkbox"/> Oct <input type="checkbox"/> Nov <input type="checkbox"/> Dec</p> <p><input type="checkbox"/> 1st week <input type="checkbox"/> 2nd week <input type="checkbox"/> 3rd week <input type="checkbox"/> 4th week <input type="checkbox"/> 5th week</p> <p><input type="checkbox"/> Monday <input type="checkbox"/> Tuesday <input type="checkbox"/> Wednesday <input type="checkbox"/> Thursday <input type="checkbox"/> Friday <input type="checkbox"/> Saturday</p> <p><input type="checkbox"/> Sunday</p>			
Time of event	Start time:am/pm Finish timeam/pm Set up time am/pm Pack up time am/pm			
Number of guests/participants				
Public Liability Insurance (Please attach)	Yes <input type="checkbox"/> No <input type="checkbox"/> The permit holder MUST provide a copy of their current public liability insurance policy which covers the event to the minimum level of \$10million per claim. This is a compulsory requirement.			

Purpose of Hire/ brief description of event
Will food and/or drink be supplied?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, you MUST complete a Application for Temporary Food Premises form which can be located on Councils website http://www.loxtonwaikerie.sa.gov.au/site/page.cfm?u=915
Will alcoholic beverages be supplied?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, you MUST complete a Limited Liquor License Notification form which can be located on Councils website http://www.loxtonwaikerie.sa.gov.au/site/page.cfm?u=915
Will amplified music or a public address system be used?	Yes <input type="checkbox"/> No <input type="checkbox"/> Details
Will power be required?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please state number of power points, AMPs required and location.
Will waste bins be required?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please state number of bins required and location of delivery
Erection of structures/signage?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, you MUST advise the type of structure, size and its location. Damage to Council property, such as broken/damage irrigation and drainage will be charged to the event organisation.
Keys	Will you require keys? Reserve/facility keys may be obtained from Council to access doors, gates and electricity boxes. Yes <input type="checkbox"/> No <input type="checkbox"/>
Do you have any other requirements?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please list below
Additional terms and conditions (to be filled out on an individual basis)	Please list the names of any contractors and or service that you will be engaging as part of your event/activity eg catering, stalls, bands, amusement devices (insurance details and relevant documentation must be attach as per the conditions of hire) and any specific requirements negotiated with Council.

IMPORTANT: The issuing of this permit is subject to:

- The permit holder agreeing to the general conditions of the Permit.
- The permit holder agreeing to all special conditions that the Council may determine.
- The permit holder paying the prescribed fee.
- The permit holder must provide a copy of their current Certificate of Currency Insurance for \$10m with each permit application.**

I/ We will be responsible for payment of the fees and charges for the hire of the facilities in accordance with the conditions of hire. Yes I/We have received, read and understand the standard conditions of hire and agree to convey the standard conditions to hire to members of our group.

Name Date

Position Signature.....

Name Date

Position Signature.....

OFFICE USE ONLY

Application received by:	Fee: \$	Permit Number:
Insurance attached: Yes / No		Permit approved: Yes / No
Health Officer approval:	Works Requests:	
Signed:	Date:	

STANDARD CONDITIONS OF HIRE

- 1 Hirers/users participating in sporting and recreational activities must be aware of any inherent risk associated with the activities and by participating are voluntarily accepting the risks involved in such activities.
- 2 **Each user must sign a user agreement and comply with the conditions of hire.**
- 3 All facility bookings are to be made in advance through the booking officer/appropriate officer from the management committee to council.
- 4 All hiring fees will be invoiced to your organisation after the event.
- 5 **A regular hirer making application for seasonal/annual/term use must nominate commencement and finishing dates and times.**
- 6 **All clubs or organisation must supply the names and addresses (including telephone numbers) of its presidents, Secretary and delegates of their club prior to commencement of hire.**
- 7 The hirer agrees to use only that part of the facility nominated in the user agreement form for which a fee will be invoiced.
- 8 **Sub-rental by hirers, which has been allocated the use of a particular facility, is prohibited. A hirer may not assign this agreement or part with possession of the facility under any circumstances.**
- 9 The hirer/user is required to give (10) days' notice of cancellation. Otherwise full payment must be made.
- 10 Hirers must ensure they obtain the necessary permits for their activities eg Liquor Licence and for their own protection ensure that:
 - a) You familiarise yourself with the Harm Minimisation and Responsible Service of Alcohol clauses covered by the Liquor Act 2007 and the Liquor Regulation 2008. It is an offence for alcohol to be served to minor (people under 18 years of age). Please refer to Office of the Liquor and Gambling Commissioner on Phone: 131 882, Fax: (08) 8226 8512 or <http://www.olgc.sa.gov.au>
 - b) If alcohol is being sold at an event (this includes a free drink with an entry fee or fee for a meal that includes alcohol) you must have a licence.
 - c) **Any additional services or contractors engaged by them (the hirer) must have appropriate public liability insurance cover (minimum of \$10 million dollars) and a function licence if required.**
 - d) Council must be informed of any event in which additional services, entertainment etc will be conducted at a Council facility. The hirer must contact Council if in any doubt as to the requirements.
- 11 It is the responsibility of the hirer/user to ensure that all people participating in the activity conduct the activity in an appropriate and responsible manner in accordance with any rules governing the activity and do not create a health or safety risk to themselves or other persons using or visiting the facility.
- 12 The user/hirer must report to Council all major/critical/serious incidents involving person on Council property or Council property as soon as possible by phoning 8584 8000 during office hours or our afterhours call centre Loxton - 08 8584 8000 or Waikerie - 08 8541 0700.
- 13 Council requires all users/hirers of Council facilities **to conduct pre-use and after-use inspections of the facilities, equipment and environment** to ensure they are safe every time a facility is used. Relevant safety checklists forms have been provided to assist with this responsibility and must be completed and returned to the council. Any urgent maintenance issues must be notified to Council as soon as possible.
- 14 Any unsafe facilities/grounds must **not be used** and should be reported to Council immediately.
- 15 All portable structure must be used in strict accordance with manufacturer's instructions/guidelines and be approved for use by Council prior to the structure being used.
- 16 Amusement devices must be used in strict accordance with the manufacturer's guidelines and be approved for use by Council and Safeworks SA prior to operation.
- 17 Portable sporting equipment i.e. goal posts (guidelines HB277-2003), nets etc must comply with Australian Guidelines. Goal posts must be secured (when in use) and stored (when not in use).
- 18 Casual hire is normally a family party or private function eg a wedding and hirers cannot use the facility for more than a total of ten (10) days over any twelve (12) month period. (Casual hire excludes commercial/income producing hirers, incorporated bodies, sporting clubs or associations of any kind). Casual hirers must provide evidence of suitable liability cover. If cover is required it can be provided through Local Community Insurance www.localcommunityinsurance.com.au
- 19 Any other hirer/user must maintain a public liability insurance policy for a **minimum** of Ten millions dollars **(\$10,000,000)** against all actions, costs, claims, damages, charges and expenses whatsoever which may be brought or made or claimed against the permit holder in relation to the activity. Any user that has employees engaged in activities at the facility must provide a copy of their Workers Compensation Policy. Copies of these insurance must be provided to council prior to any use of the facility. Any organisation that engages the use of volunteers should have volunteer insurance.
- 20 The hirer shall indemnify the Council against all claims (if not otherwise covered by insurance) arising from the actions of the hirer of the facility by any person, club or organisation and also arising as a consequence of the breach of this agreement by the hirer or user.
- 21 **Any electrical equipment that the user brings to the facility must be appropriately tagged by a certified person to comply with all OH&S requirements.**

- 22 No internal changes, renovations or addition are to be made to Council facilities without the prior written approval of Council.
- 23 **NO ADDITIONAL KEYS MAY BE CUT BY THE HIRER.** A hirer or person nominated by the hirer may collect the key(s) and sign out/in the nominated key(s) during office hours 9.00am-5.00pm at the respective council office.
- 24 All music played must be kept to a level that avoids disruption to nearby residential areas. All music must cease at MIDNIGHT. The facility and car park must be vacated by 1.00am
- 25 The person or group signing the User Agreement shall be held responsible for the cleanliness of the facility. Failure to leave the facility in a clean and safe condition will result in hirer/users paying for a cost of cleaning the facility.
- 26 Should the facility not be left clean (inside and out) and in a safe condition at the completion of hire of the facility, Council is entitled to recover the costs of any damages from the hirer and may in appropriate cases result in the termination of this agreement.
- 27 Council will not be liable for the damage or loss of equipment brought and / or left on the premises. Each hirer must have their own contents insurance if cover for this item is required.
- 28 The hirer must obtain Council's approval for the erection of any signs within or outside the facility.
- 29 Nails, screws or any other fastening device are not to be driven in or attached in any way to the walls, floors, timberwork, ceilings, furniture or fittings.
- 30 The set/pack up of the tables and chairs is the responsibility of the hirer. Please return all chairs and tables to the allocated storage areas in a safe and neat fashion.
- 31 The emergency exits and walkways must be kept clean at all times.
- 32 Tables and chairs are not to be dragged across floor surfaces.
- 33 **No smoking** is allowed in ANY Council building or in the vicinity of any opening door or windows that allows exposure to passive smoking.
- 34 When leaving the facility please ensure that you secure the building windows, doors etc.
- 35 Council or any of its officers may refuse any booking or to cancel a booking without providing any reason to the hirer and shall in no way be liable for any loss or damage suffered by the hirer or any firm or corporation supplying any article or service to the hirer.
- 36 All rubbish must be removed from the premises after the activity.

Induction for Hirers

Hirers/User must familiarise themselves with the items listed below when arranging your event at this facility and advise those attending the event of the following;

- Safe access and egress points
- Emergency exits, evacuation plan and external assembly point
- Emergency contact numbers
- **In case of fire call 000**
- Fire extinguishers and fire protection equipment (example hose reels and fire blankets)

Remember to report to Council any equipment fault or items considered a hazard to you or other users.

The Schedule for hiring fees is listed on Council Fees and Charges list. No fee will be waiver or reduced unless a written request is considered by Council.