



Terms and Conditions of Casual Hire

Casual Hire of Community Centres

Any breach of these conditions may result in a loss of Security Bond money, and/or additional costs may be levied against the hirer.

Section One - Security Bond

The Community Development Officer reserves the right to increase the value of the security bond at their discretion. The security bond will be released (in part or full) 10 working days after the date of the function in the form of a cheque posted or EFT to the hirer and/or the bank account and account name as listed above. Charges in addition to those paid by the Hirer may be levied against the Hirer to cover security, cleaning and or damages to Council's property if the value is greater than that of the held security bond money.

Section Two - Payment of Hire Charges

All prices are subject to variation and hire fees will be those current at the time the function is held. A minimum security bond of \$500 (subject to variance by the Community Development Officer) must be lodged in conjunction with the "Hall/Room Hire" form. This will be refunded (in part or full) no more than 10 working days after the function.

If the security bond is not lodged within 10 working days of the initial booking having been made, the booking will be cancelled without further notice. The remaining hire fee/s must be paid before the date of the function.

Section Three - Indemnity

The Hirer must agree to indemnify and to keep indemnified the Council its servants and agents and each of them from and against all actions, costs, claims, damages, charges and expenses whatsoever which may be brought or made or claimed against them or any of them arising out of or in relation to the hire of the hall.

Section Four - Insurance

- Depending on the type of function/activity you are conducting on Council property, the Hirer may be required to provide Council with proof of their Public Liability Insurance (a Certificate of Currency will be required) for a minimum of \$20,000,000 (twenty million dollars).
- Please make sure you have included all aspects of your activity on the application form. Where a third party is supplying a good or service; a copy of the Certificate of Currency for their Public Liability Insurance policy, with a minimum cover of \$20,000,000 (twenty million dollars) will be required.
- Council reserves the right to allow use of the venue by the Hirer, subject to proof of Public Liability Insurance. Please seek advice from the Community Development Officer at the relevant Community Centre if you are uncertain of your responsibilities and obligations prior to paying any monies for your booking.

Section Five - Subletting

Subletting of the halls or any part thereof is strictly prohibited and may make null and void any security bonds and/or agreements.

Section Six - Cancellations

Cancellations of bookings, where a deposit has been made, must be given in writing not less than 2 weeks prior to the date of the function; otherwise any monies paid in reservation and /or for hire of the facility may be forfeited.

Section Seven - Accessing Premises

The Hirer cannot access the premises earlier than 8:00a on the day of the function to set up the hall/room. This allows time for inspection of the hall/room to occur, and any emergency cleaning to be carried out.

Section Eight - Cleaning, Security and Vacating Premises

- In the case of any function, the function must conclude by the time specified on the “Hall/Room Hire” agreement; and not later than 12:30am in the case of an evening booking. One (1) hour only is allowed after this time for cleaning, with the premises to be completely secure and vacated no later than 1:30am in the case of an evening booking.
- Within that same hour allowed for cleaning, or within an alternate timeframe as permitted by the Community Development Officer, the Hirer shall remove from the building all materials that are property of the Hirer. Any materials not removed within these timeframes may be disposed of at the discretion of the Community Development Officer.
- It is the responsibility of the Hirer to ensure that the hall/room hired and, in the case of exclusive hire of the Community Centre, that the surrounding gardens and or paved areas are left clean and secure; all appliances (except for refrigerators and wall-urns) are turned off.
- All furniture must be moved back to its original position, including stacking of chairs and tables in an appropriate manner, sweeping and/or mopping any major spills or hazards on the floor, removing any decorations and placing any rubbish in the bins provided. If the bins are full, it is the responsibility of the Hirer to take any additional rubbish with them.
- All cleaning must be completed in the allotted time of hiring.
- If appropriate ensure that the building’s alarm is armed prior to departure.

Section Nine - Damages

If the value of damages to the hall/room hired is greater than the value of the security bond held, the hirer agrees to bear any reasonable costs to repair the damages.

Section Ten - Advertising and Decorations

No advertising is permitted on or in any part of the building and its surrounds without prior written approval from the Community Development Officer.

Decorations must not be hung from the ceiling and adhesive substances must not be used on any walls. All decorations must be hung from any hooks provided and removed prior to vacating the premises.

Section Eleven - Liquor Permit

In accordance with the provisions of the Licensing Act 1999, a Limited License must be obtained for the supply of liquor at a function where either:

- The cost of liquor is to be recouped by imposing an admission/cover charge on those attending the function; or
- Liquor is to be sold on the premises.

It is the responsibility of the Hirer to arrange for the relevant Limited License, a copy which must be lodged with the City of Charles Sturt no later than 10 days prior to the function. Limited Licenses are available from the Licenses Premises Division at 50 Grenfell Street, Adelaide. The hirer must take the license to the function.

Section Twelve - What the Hirer Must Provide

The Hirer is advised that it is their responsibility to arrange for the supply of tea-towels, glasses, napery and all consumable materials including garbage bags for disposal of rubbish. Unless prior arrangement has been made with the Community Development Officer. All breakages must be reported to the Community Development Officer.

Section Thirteen - Noise

The volume of music must be controlled in the interests of the nearby residents and must cease no later than 12:30am in the case of an evening booking. The volume of music played shall be no greater than that which would breach the Noise Control Act. Excessive noise may result in full or partial loss of security bond.

Section Fourteen - Keys

Keys and Security Access Codes are available no earlier than one (1) working day prior to the function. The security bond includes the key deposit. In the event of lost keys, the hirer may be held accountable for changing or re-pinning of locks as required.

It is the responsibility of the Hirer to ensure that any keys and access codes are collected during the Community Centre's office hours or at a pre-arranged time with the Community Development Officer. The keys are to be returned to the Community Centre on the first available working day after the function during the Community Centre's office hours, or at a pre-arranged time with the Community Development Officer.

Section Fifteen - Barbecues and Smoking

No food is to be cooked on a barbecue or any kind of open cooking device inside or outside of the building, including the landscaped areas

The consumption of food and beverages and the provision and playing of music or entertainment shall be restricted to inside the building only.

Smoking is not permitted in any Council building. This is in accordance with Council's Occupational Health and Safety Policy. Fire extinguishers are for use in an emergency situation only.

Section Sixteen - Special Conditions

The Community Development officer may at any time impose special conditions on the Hirer in addition to these Standard Terms and Conditions. In this instance, the Hirer shall be notified in writing no less than 10 working days prior to the function. **Any additional conditions override any conflicting standard conditions.**

Section Seventeen - Electrical Equipment

A sound system, TV, Overhead Data Projector and Screen is available to use for your function. Please ensure that you have discussed your requirements when making a booking. Verbal and written instruction will be made available for using the Projector Control Panel.

All other electrical equipment on the premises must be electrically tested and tagged. It is the responsibility of any group or individual bringing in to the centre any electrical equipment to have the equipment tagged and tested at their own cost.

Any damages caused by the use of non-electrically tested and tagged equipment will be the responsibility of the hirer. Any damages caused to the Centre's electrical equipment may result in full or partial loss of security bond.

No Smoke Machines

No jumping castles permitted inside or outside.

Section Eighteen - Code of Conduct

All users of the community centre must comply with the Community Centres Code of Conduct. A copy of the Code of Conduct is attached to this document.