

DEFINITIONS

'Council' means the City of Port Adelaide Enfield.

'Hirer' means the person named as the 'Hirer' in the Hire Confirmation and where the context permits, includes the employees, contractors, agents, customers and other invitees of the Hirer.

'Facility' means the Council premises identified as the 'Facility' in the Hire Confirmation.

'Booking request' means a written request to hire the Facility by the Hirer or any person acting on the Hirer's behalf in the form prescribed by the Council submitted on line or in hard copy to the Council..

'Damage' includes loss arising from destruction or damage to the Facility or any part thereof and/or to the any Council property located at the Facility and includes lost or stolen.

'Hire Confirmation' means the written confirmation provided by Council upon approving a Booking Request authorising the Hirer to hire the Facility for the Hire Period on the terms and conditions specified.

'Hire Agreement' comprises the following documents:

- Booking Request;
- Hire Confirmation;
- General Conditions of Hire; and
- Special Conditions of Hire (if any).

.'Hire Period' means dates and times specified in the Hire Confirmation during which the Hirer is authorised to Hire the Facility.

'Special Conditions of Hire' means the special conditions (if any) set out in the Hire Confirmation.

'Written confirmation' includes hard copy or email communication.

'Event' means the public event specified in the Hire Confirmation that the Council has authorised the Hirer to hold at the Facility.

'Large Scale Events' are an event where it is anticipated that in excess of 500 people will be in attendance.

1. GENERAL CONDITIONS

- 1.1. The Hirer acknowledges and agrees:
 - 1.1.1 To comply with the general conditions set out below; and
 - 1.1.2 To comply with any Special Conditions of Hire that are set out in the Hire Confirmation.
- 1.2. In the event of any inconsistency between a Special Condition of Hire and the General Conditions of Hire, the Special Condition of Hire will prevail
- 1.3. The Hire Agreement is personal to the Hirer and not transferable.
- 1.4. Council retains the right to cancel the Hire Agreement at its absolute discretion, including in the event the Hirer contravenes any condition of hire and in this event:
 - 1.4.1 The Council will refund the hire fees to the Hirer (on a pro-rata basis where relevant); and
 - 1.4.2 The Hirer agrees to release the Council from any claim for damage, loss or costs incurred by the Hirer as a consequence of the cancellation.
- 1.5. The Council does not warrant that the Facility is fit for the use proposed by the Hirer and the Hirer's use of the Facility is, therefore, at the Hirer's own risk.
- 1.6. The Hirer must be a natural person and must be eighteen (18) years of age or over. OR the Hirer, if a natural person, must be eighteen (18) years of age or over and if a corporate person, the signatory for the Hirer must be an authorised person who is eighteen (18) years of age or over.

2. FEES & CHARGES

- 2.1. The Hirer must pay all fees, bonds and key deposits according to the payment terms prescribed within the Hire Confirmation. Failure to make payment of the required amount within the timeframe specified in the Hire Confirmation will result in the Hire Agreement not being issued or, if this has already occurred, in the immediate cancellation of the Hire Agreement.
- 2.2. Money paid towards the bond and any key deposit will be refunded within fifteen (15) working days of the conclusion of the Hire Period if:
 - 2.2.1. The Hirer has fulfilled all the Hirer's obligations under the Hire Agreement and has returned any keys; and
 - 2.2.2. In the case of bond money, where the Council is satisfied that there is no Damage and that the Facility has been left in a clean and tidy state.

3. BOOKING REQUESTS & CANCELLATIONS

- 3.1. A Booking Request must be received fourteen (14) or more days prior to the commencement of the Hire Period. Booking Requests received less than fourteen (14) days prior to the commencement of the Hire Period will be accepted at the Council's discretion, subject to Council's operational capacity to process the Booking Request within the timeframe available.
- 3.2. The Hirer may cancel the Hire Agreement by giving written notice to the Council. If notice of cancellation of the Hire Agreement is received by the Council:
 - 3.2.1 Fourteen (14) or more days prior to the commencement of the Hire Period, any hire fees, bonds and key deposits paid shall be refunded and returned in full to the Hirer; or
 - 3.2.2 Less than fourteen (14) days prior to the commencement of the Hire Period, any bond and key deposits paid will be returned to the Hirer but any hire fees paid may be forfeited at the Council's discretion.
- 3.3. The Council reserves the right to refuse a Booking Request where the Council considers that the activities the Hirer wishes to undertake are not suitable at the Facility or, are otherwise contrary to the public interest.

4. KEYS

- 4.1. Keys will be issued to the Hirer prior to the commencement of the Hire Period by arrangement with the Council where the Hirer has paid all fees and charges. Keys must be collected from Council Offices during normal business hours as agreed and must be returned within 48 hours of the end of the Hire Period, unless otherwise agreed with or directed by Council staff.

5. CARE AND USE OF FACILITY

- 5.1. The Hirer is authorised to use the Facility for the use stipulated in the Hire Agreement only.
- 5.2. The Hirer must leave the Facility in a clean and tidy condition at the end of the Hire Period. The Hirer is responsible for removing all rubbish from the Facility and ensuring all Council's equipment is stored in its proper place.
- 5.3. If the Facility is not left in a clean and tidy manner and additional cleaning is required to be undertaken by the Council, the Council will deduct the cost incurred in connection with such cleaning from the amount of the bond that is returned to the Hirer and if the bond is insufficient will bill the Hirer for any additional costs.
- 5.4. The Hirer agrees to indemnify the Council for any Damage that arises in connection with or as a result of the Hirer's use of the Facility.

- 5.5 The Council will determine at the end of the Hire Period whether damage has occurred and if so, the Hirer is liable to pay for the remediation of it. The Council will deduct the necessary amount from the bond for the cost of making good any damage and will bill the Hirer for any additional costs. This includes the approved area and approaching areas including all grassed and/or paved areas, roads, footpaths and kerbs.

6. SECURITY

- 6.1. The Hirer is responsible for the security of the Facility and the Hirer's property during the Hire Period. Depending upon the use permitted by the Hire Agreement, the Council may require a Council security officer to be present for the duration of any Event held during the Hire Period, the costs of which will be borne by the Hirer.
- 6.2. It is the Hirer's responsibility to ensure that at the end of the Hire Period all windows and doors are closed and locked (where applicable) and lights, heaters and air conditioners are turned off.

7. HIRER CONDUCT

- 7.1. The Hirer must at its cost and expense, comply with all applicable laws (including but not limited to the *Food Act 2001*, the *Environment Protection (Noise) Policy 2007* and the Council's *By-Law No. 3*) relating to the Hirer's use of the Facility.
- 7.2. The Hirer must, at its own cost and expense, cooperate and comply with all reasonable directions issued by a Council employee in relation to the Hirer's use of the Facility, including (but not limited to) a direction to remedy a breach of the Hire Agreement. Failure to comply with a Council direction may result in the immediate cancellation of the Hire Agreement.
- 7.3. Smoking is not permitted in any building at the Facility.
- 7.4. The Hirer must ensure a sufficient number of persons are engaged to monitor and run the Event.
- 7.5. The Hirer is permitted to use amplified sound in connection with the Event.
- 7.6. The Hirer must not sub-let the Facility or part thereof.
- 7.7. Where applicable, all equipment and furnishings must be stored away in designated storage spaces, except where approved or instructed by Council.
- 7.8. The Hirer must not:
- 7.8.1. Carry on or allow to be carried on any offensive, unlawful or dangerous activities at or from the Facility or create a nuisance or disturbance either for the Council or for the owners or occupiers of any adjoining premises; and
 - 7.8.2. Store any of the Hirer's equipment at the Facility without prior approval from the Council; and
 - 7.8.3. Remove any Council property from the Facility.

- 7.9. The Hirer must ensure that all of the Hirer's property brought onto the Facility is removed at the end of the Hire Period. The Council is not liable and does not take responsibility for any property left at the Facility.
- 7.10. The Hirer must ensure that any damage is reported to Council immediately.

8. COMMUNITY CONSULTATION

- 8.1. The Hirer must provide all residents within a 500 metre radius of the Facility with written notification of the Event, including the commencement and finishing times and any approved fireworks, by means of a letter box drop at least 7 days and no more than 14 days prior to the Event.

9. STRUCTURES

- 9.1. Spikes or stakes are to be driven into the ground without prior permission from Council.
- 9.2. Ropes on the ground must be highlighted with warning containment tape.
- 9.3. Pegs must not be used to anchor shelters; however, weights may be used for this purpose and highlighted accordingly.
- 9.4. All structures erected at the Facility must be continuously monitored, particularly in extreme weather conditions.
- 9.5. All umbrellas shall be suitably anchored to prevent 'wind lift off' and will be in a safe condition with no protruding spines/spikes.
- 9.6. Erection of any seating, corporate boxes, overpasses, lighting towers, fences and main stages must be approved by a certified rigger or scaffolder. The Hirer must ensure an engineer supplies a signed certificate prior to the start of the Event to verify that engineering and design standards have been met.
- 9.7. Any person erecting scaffolding more than four metres in height must hold a national certificate of competency (scaffolding) in order to erect and dismantle structures. Only certified operators may be used if cranes or elevated work platforms are required.

10. FIREWORKS

- 10.1. A separate application to Council in writing by a licensed pyrotechnician is required for any fireworks displays. Applications must be made no less than thirty (30) days prior to the commencement of the Hire Period.

11. LPG HEATERS, BBQS & OPEN FIRES

- 11.1. Barbecues and heaters are permitted on the Facility and in the case of barbecues not inside any building. Barbecues must be operated by a competent adult and comprise safe gas temperature controls, hoses and regulators.

- 11.2. Notwithstanding anything in the Hire Agreement, the Hirer must not bring an LPG cylinder onto the Facility where more than ten (10) years have passed since the stamp test date marked on the cylinder.
- 11.3. Gas cylinders over nine kilograms must be hard plumbed, stored outside and fitted by a licensed gas fitter.
- 11.4. LPG cylinders must be secured to increase stability, stored clear of ignition sources and in a well ventilated area in accordance with *AS/NZS 1596:2002 - the Storage and Handling of LP Gas*.
- 11.5. All barbecues and heaters must be located on level ground away from flammable sources and sheltered from wind.
- 11.6. Open fires are strictly prohibited on or at the Facility.

12. ALCOHOL

- 12.1. The consumption of alcohol at the Facility is permitted subject to the Hirer complying with the requirements of the *Liquor Licensing Act 1997*. Where a licence is required to be obtained by the Hirer in connection with the supply or sale of liquor at the Facility, the Hirer must provide a copy of the licence to the Council prior to the commencement of the Hire Period. The licence is obtained from Consumer and Business Services SA website: www.cbs.sa.gov.au

13. AMUSEMENT STRUCTURES

- 13.1. Amusement rides, or similar structures are strictly prohibited and must not be brought on to the Facility without the prior approval of Council. Such approval may be specified in the Hire Confirmation and subject to any conditions that the Council sees fit to impose.
- 13.2. The hirer shall ensure in respect of any amusement structures that the Council approves to be brought onto the Facility that:
 - 13.2.1. The operators of the amusement structures take out and keep current during the Event a public liability insurance policy for a minimum sum of twenty million dollars (\$20,000,000) per claim; and
 - 13.2.2. The amusement structures are currently registered with SafeWork SA (Interstate registrations are not acceptable in SA).
- 13.3. Copies of certificates of Public Liability Insurance and SafeWork SA Registration as required under clause 13.2 must be provided to the Council prior to the Hire Period.

14. TRAFFIC MANAGEMENT & PARKING

- 14.1. Entry and exit points to the Facility must be clear and easily accessible for event staff and patrons.
- 14.2. Areas for traffic must be separated from pedestrian areas. Thoroughfares must be well defined and clearly marked.

- 14.3. Entry and exit areas must be adequate for emergency exit and access by emergency services. The Hirer must ensure provision is made to ensure safe passage of emergency and other vehicles through pedestrian traffic where the need arises.
- 14.4. No vehicle may be driven on or over any part of the Facility other than on an area designated for this purpose
- 14.5. No vehicle may be parked or stopped on the Facility, other than in an area clearly designated for the parking of vehicles, without the prior approval of Council. Any such approval may be specified in the Hire Confirmation.
- 14.6. The Hirer must ensure sufficient parking is available at the Facility for both event patrons and (where applicable) other users of the Facility. Parking should be clearly identified with signage and/or be managed by parking marshals. If parking isn't available at the Facility, signage must be erected at the entry to the Facility to inform patrons of nearby parking facilities.

15. FOOD AND WASTE MANAGEMENT

- 15.1. The Hirer is responsible for ensuring food vendors present at the Event comply with all legislative requirements under the *Food Act 2001* when preparing food for sale in connection with the Event. This includes making provision for appropriate hand washing facilities.
- 15.2. Cooking and heating appliances must be located out of reach of event patrons and members of the public.
- 15.3. Event waste must be managed effectively. The Hirer must provide ample public waste bins, recycling facilities and dedicated waste facilities for food vendors and other event traders.
- 15.4. The Hirer must make provision for appropriate and lawful disposal of all liquid waste (including waste water and oil) arising in connection with the Event.
- 15.5. No waste or other material is to be deposited into the storm water system.

16. FIRE PREVENTION AND FIRST AID

- 16.1 The Hirer must ensure that suitable fire extinguishers (e.g. CO₂, water, chemical) and fire blankets are available for use and located on the Facility and at all times during the Hire Period.
- 16.2 Potential ignition sources must be kept clear at all times.
- 16.3 Adequate first aid facilities must be provided.
- 16.4 First aid stations must be suitably located, clearly signed and easily accessible.

17. ELECTRICAL AND LIGHTING

- 17.1 Residual circuit devices (RCDs) must be used unless otherwise required by the Council including in relation to all hand held electrical appliances and tools.

- 17.2 All portable electrical equipment including leads must be tested and tagged in accordance with Australian Standards AS/NZS 3000:2000 Electrical Installations, known as the Wiring Rules, and AS 3533 – Amusement Rides and Devices.
- 17.3 The Hirer must take adequate steps to ensure the public is protected from electric shock and any potential trip hazards in connection with electrical cords, cables and leads are minimised. This includes securing cables by use of cable tray and/or rigging overhead cables.
- 17.4 All leads, plugs, and devices must be protected from weather and other environmental conditions (e.g. water).
- 17.5 Adequate natural or artificial lighting must be provided for setting up, conducting and dismantling the Event. Portable lighting must be tested and in date. Suitable emergency lighting (as determined by the Council) must be available throughout the Event.

18. RISK MANAGEMENT

- 18.1 The Hirer must ensure that Council is given prior notification of any large scale events and that appropriate Emergency Plans/Procedures are in place.
- 18.2 The Hirer must undertake risk management planning in relation to the Event in accordance with *Standard AS/NZS ISO 31000:2009 Risk management - principles and guidelines* and provide a copy of its risk management plan to Council prior to the commencement of the Hire Period

19. SPECIAL ACTIVITIES

- 19.1 The following activities are considered special activities and are prohibited without the prior approval of Council pursuant to By-law No. 3:
- Trading or selling of goods
 - Busking
 - Preaching
 - Asking for donations
 - Canvassing
 - Posting of bills
 - Distribution of printed material
 - Filming
 - Camping
 - Kite surfing and kite buggies
- 19.2 The hirer must clearly outline any special activities as part of the booking request.
- 19.3 Any permission granted to conduct special activities will be specified in the Hire Confirmation.

20. INDEMNIFICATION & RELEASE

- 20.1 The Hirer indemnifies the Council against all actions, liabilities, penalties, claims or demands for any loss, damage, injury or death incurred or suffered directly or indirectly as a result of or in connection with any act or omission of the Hirer or the Hirer's use of the Facility.
- 20.2 The Hirer releases the Council from all actions, liabilities, penalties, claims or demands for any damage, loss, injury or death arising as a result of or in connection with the Hire Agreement except to the extent that they are caused by the Council's negligence.

21. PUBLIC LIABILITY INSURANCE

- 21.1 The Hirer is required to take out and keep current during the Hire Period public liability insurance in the amount of twenty million dollars (\$20,000,000) per claim or any other amount specified by the Council.
- 21.2 The Hire Confirmation will not be issued until such time as evidence of the Hirer's public liability insurance policy is provided to the Council.