

General Conditions of Hire – Reserves

Section 202 Local Government Act 1999, By-Law No. 3



Welcome. We want your booking to be a success. Please ensure you read the Conditions of Hire and the facility information provided so you can be prepared for your booking. Penalty fees may apply if conditions of hire are not met.

The City of Port Adelaide Enfield has many lovely reserves and beaches for our community to enjoy.

In line with our City Plan for 2030, we strive to provide opportunities, support community wellbeing, care for our natural environment, making places where people love to be, and provide value and services to our rate payers.

10 things to remember:

1. Reserves are open to the public. We cannot stop anyone from using our reserves adhering the conditions of hire, however booking a location in a reserve for your event is the best way to ensure there are no other events planned in the same area on the same day and ensure you have use of the facilities on the day.
2. Your booking time must include delivery of any equipment, setting up, event, tidying up, and collection of equipment.

Please ensure you arrive and leave on time, and that you leave it as clean and tidy as you find it.

3. Reserve Use Permit applications (where required) must be received at least 14 days prior to the date of your booking.

Keys must be collected from the agreed Council Office (as stated on your Booking Agreement & Invoice email) and must be returned within two business days following the end of the Hire Period.

4. On the day of your booking ensure you have a copy of your approved Reserve Use Permit and or Booking Agreement on you.
5. Care must be taken when bringing glass onto a reserve to avoid hazards if it is broken.
6. In the event that damage is caused to the facility or surrounding grounds (this includes the approved area and approaching areas including all grassed and/or paved areas, roads, footpaths and kerbs) the Hirer is liable to pay for the relevant costs. The Council will deduct the necessary amount from the bond for the cost of making good any damage and will invoice the Hirer for any additional costs.
7. Helium balloons must be secured.
8. Refunds will be processed within 15 business days of returning your completed Electronic Funds Transfer form and key as long as the obligations under the Booking Agreement are fulfilled, and where Council is satisfied that no damage has been caused by the Hirer and the facility has been left in a clean and tidy state.
9. Cancellations must be received in writing (service@cityofpae.sa.gov.au) with more than 14 days notice to avoid losing hire charges.
10. If you require after hours assistance please call 8405 6600.

1. GENERAL CONDITIONS

The Hirer acknowledges and agrees:

- 1.1. To comply with the general conditions set out below; and
 - 1.1.1. 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 conditions 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 applicable fees and charges.
- 4.2. 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. If additional maintenance works outside of the Council's ordinary maintenance program for reserves is required to the Facility as a result of the Activity and/or the Hirer's use of the Facility the Hirer is liable to reimburse the Council's costs in connection with the additional maintenance works.

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. The Hirer must ensure that at all times; the use of the Facility is monitored and supervised by a sufficient number of persons over the age of eighteen (18) years.
- 7.4. For the purposes of clause 7.3, a 'sufficient number' is to be determined having regard to the nature of the use of the Facility and the number of minors participating.
- 7.5. Where applicable, all equipment and furnishings shall be stacked away in designated storage spaces, except where approved or instructed by Council. 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.
- 7.6. The Hirer must not:
 - 7.6.1. 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
 - 7.6.2. Store any of the Hirer's furniture or other equipment at the Facility without prior approval from the Council.

8. STRUCTURES

- 8.1. Spikes or stakes must not be driven into the ground without prior permission from Council.
- 8.2. Shelters and tents must not be erected or placed in a manner that excessively obstructs the views of other persons using a reserve or otherwise unreasonably interfere with the use of a reserve by any other person. Ropes on the ground must be highlighted with warning containment tape.

- 8.3. Pegs must not to be used to anchor any shelters; however weights are permitted for this purpose and must be highlighted accordingly.
- 8.4. All structures erected at the Facility must be continuously monitored, particularly in extreme weather conditions.
- 8.5. All umbrellas shall be suitably anchored to prevent 'wind lift off' and will be in a safe condition with no protruding spines/spikes.

9. VEHICLES

- 9.1. No vehicle may be driven upon or over any part of a reserve other than upon an area designated for this purpose.
- 9.2. No vehicles may be parked or stopped upon any portion of a reserve, 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.
- 9.3. A person who parks a vehicle on a reserve other than in an area clearly designated for the parking of vehicles without Council approval may be expiated for an offence under regulation 66 of the *Road Traffic (Miscellaneous) Regulations 2014*.

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. All barbecues and heaters on the Facility must be located on level ground away from flammable sources and sheltered from wind.
- 11.4. Open fires are strictly prohibited on or at the Facility.

12. AMENITIES BUILDINGS

- 12.1. Use of Amenities Building is not exclusive to the Hirer and the Council may permit a number of perrons to access and use Amenities buildings at any one time. If the Hirer has access to Amenities Buildings at the Facility the Hirer must respect the use of the Amenities Buildings by any other person during that time.
- 12.2. The Council may allocate the Hirer a specific time specified in the Hire Confirmation during which amenities buildings or any part of them may be used by the Hirer. The Council

reserves the right to vary the allocated time as necessary and where this occurs will notify the Hirer of the new allocated time.

12.3. The Hirer must ensure that no more than the maximum number of persons as specified in the Hire Confirmation use the amenities buildings at any one time.

12.4. The following acts are prohibited in respect of Amenities Buildings:

- smoking
- preparation of food other than in a kitchen;
- fixing nails, screws or other contrivances in or about the building;
- use of confetti or similar at the Facility;
- alterations to electrical installations;
- subletting the building or any part thereof and
- storage of alcohol, other beverages and/or food.

13. ALCOHOL

13.1. 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

13.2. Alcohol should be served in non-glass containers and patrons' consumption of alcohol must be continuously monitored by the Hirer.

14. AMUSEMENT STRUCTURES

14.1. 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 special conditions that the Council sees fit to impose.

15. SPECIAL ACTIVITIES

15.1 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

15.2 The hirer must clearly outline any special activities as part of the Booking Request.

15.3 Any permission granted to conduct special activities will be specified in the Hire Confirmation.

16. INDEMNIFICATION & RELEASE

16.1 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.

16.2 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.

17. PUBLIC LIABILITY INSURANCE

17.1 Depending on the use permitted under the Hire Agreement, the Hirer may be required to take out and keep current during the Hire Period public liability insurance in the amount of ten million dollars (\$10,000,000) per claim or any other amount specified by the Council. In this case 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.

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 any Council property located at the Facility and includes property that is 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;
- Booking Agreement and Invoice;
- 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.

'Amenities building' means a change room building located on the land comprising the Facility which may also include toilets.