CONDITIONS OF HIRE – RESERVES

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

PORT ADELAIDE ENFIELD

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

1. General Conditions

The Hirer acknowledges and agrees:

1.1 To comply with the general conditions set out below and to comply with any Special Conditions of Hire that are set out in the Booking Agreement.

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 Booking Agreement is personal to the Hirer and not transferable. The Hirer is prohibited from allowing any third party to use or benefit from their Permitted Use, whether in whole or in part, without prior written consent from the Council.

1.4 Council retains the right to cancel the Booking 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/reserve is fit for the use proposed by the Hirer and the Hirer's use of the facility/reserve is, therefore, at the Hirer's own risk.

1.6 The Hirer must be eighteen (18) years of age or over, or if a corporate body, the signatory for the Hirer must be an authorised person who is eighteen (18) years of age or over.

1.7 The Hirer and their equipment must only arrive at the Reserve within the time and date stated in the Booking Agreement. Failure to comply may result in cancellation of the related booking, additional time being charged, and could result in being banned from hiring Council facilities in future.

1.8 In the event that you find any damage or mess upon arrival, please ensure to take photos showing the time the photos were taken, and email to service@cityofpae.sa.gov.au so that the cost is not charged to you.

1.9 If you require after hours assistance, please call 8405 6600.

2. Fees & Charges

2.1 The Hirer must pay all fees, bonds and key deposits according to the payment terms prescribed within the Booking Agreement and Invoice. Failure to make payment of the required amount within the timeframe specified in the Booking Agreement will result in the Booking Request being cancelled or, if this has already occurred, in the immediate cancellation of the Booking 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 of the Hirer's obligations under the Booking Agreement, has returned any keys within two business days following their booking, and returned the Electronic Funds Transfer Form.

2.2.2 In the case of bond money, where the Council is satisfied that there is no damage and that the facility/reserve 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 Booking Agreement by giving written notice to the Council.

3.2.1 If notice of cancellation of the Booking Agreement is received by the Council with 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.

3.2.2 If notice of cancellation of the Booking Agreement is received by the Council with 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, subject to 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/reserve 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. Details of key collection (where applicable) will be on the Booking Agreement and Invoice email.

4.2 Keys must be collected from the agreed Council Office during normal business hours and must be returned within two business days after the Hire Period, unless otherwise agreed with or directed by Council staff.

4.3 If swipe and keys are not collected and results in the customer requiring after-hours call-outs, the cost as per fees and charges will be passed onto the customer. The amount will either be deducted from the bond, or the amount will be invoiced.

5. Sporting Grounds, Line Marking and Sports Lighting

5.1 Seasonal Licences for Sporting Grounds

5.1.1 Prior to each season, Council's regular Reserve Hirers are provided the opportunity to request their Reserve needs for the upcoming season during the Licence submission period.

5.1.2 Licence requests for Reserves will be considered in the following order:

5.1.2.1 Hirers who have a lease for a building on the Reserve;

5.1.2.2 Hirers that are located within the City of PAE; and

5.1.2.3 Hirers that had a licence in the previous corresponding season.

5.1.3 When the season commences, any Reserves with availability will be publicly available to be applied for by casual Hirers. These submissions will still be assessed and determined on a case-by-case basis, pending the length of use, suitability of activity and usage limits of each Reserve. Any approved casual hirer requests are permitted for the season only.

5.1.4 Where Hirers share sporting grounds and/or facilities, they must ensure they cooperate and jointly agree on any proposed changes each season. Before instigating any changes, Hirers must not assume increased usage, or changes to line marking, goal placement, pitch layouts etc without first consulting directly with other Licenced users, where known, and the Council.

5.1.5 Where Hirers use Council's sporting ovals, any usage and management must adhere to the 'City of Port Adelaide Enfield's Sporting Ovals Standards & Guidelines'.

5.1.6 Where Hirers use Council's cricket turf wickets, any usage and management must adhere to the 'City of Port Adelaide Enfield's Cricket Turf Wicket Standards & Guidelines'.

5.2 Line Marking

5.2.1 The Council will generally provide the initial seasonal (biannual) line marking of the playing field on the Reserve, in accordance with the guidelines of the relevant sport.

5.2.2 Any remarking is the responsibility of the Hirer and will match the existing line marking so as not to reduce the runoff between the boundary line and any solid objects, unless otherwise approved by Council.

5.2.3 One off, short term and casual hirers will be responsible for their own line marking and subject to Council consent.

5.2.4 Round-up, diesel, lime or tar-based products are NOT permitted to mark the playing field, and Hirers may be liable for any costs incurred as a result of remediating damage.

5.3 Sports Lighting

5.3.1 The Council provides several Reserves equipped with sports lighting to allow evening use. Where applicable, it is intended that the lighting will comply with the relevant sport's guidelines, subject to any updates to the guidelines, unexpected lighting faults or depreciation overtime.

5.3.2 If the lighting is known to not meet the sport's guidelines, the Hirer acknowledges that they choose to use the Reserve at their own risk.

6. Care & Use of Facility/Reserve

6.1 The Hirer is authorised to use the facility/reserve for the use stipulated in the Booking Agreement only.

6.2 The Hirer must leave the facility/reserve in a clean and tidy condition at the end of the Hire Period.

6.3 If the facility/reserve 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 invoice the Hirer for any additional costs.

6.4 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 remediation. 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. 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 Councils ordinary maintenance program is required as a result of the activity and/or the Hirer's use of the facility/reserve , the Hirer is liable to reimburse the Council's cost in connection with the additional maintenance works.

6.5 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/reserve.

7. Security

7.1 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 Booking Agreement, the Council may require a 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.

7.2 Where a Hirer is given access to a facility/reserve which requires a key to access, it is the Hirer's responsibility to ensure that at the end of the Hire Period, the gates and doors are locked before leaving.

8. Hirer Conduct

8.1 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/reserve.

8.2 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/reserve, including (but not limited to) a direction to remedy a breach of the Booking Agreement. Failure to comply with a Council direction may result in the immediate cancellation of the Booking Agreement.

8.3 Where applicable, all equipment and furnishings shall be stacked away in designated storage spaces, except where approved or instructed by Council.

8.4 The Hirer must not:

8.4.1 Install fixtures or fittings on any part of a facility without prior written approval of the Council;

8.4.2 Use confetti or similar at the facility/reserve;

8.4.3 Advertise on or at the facility/reserve without the written approval of Council;

8.4.4 Carry on or allow to be carried on any offensive, unlawful or dangerous activities at or from the facility/reserve or create a nuisance or disturbance either for the Council or for the owners or occupiers of any adjoining premises;

8.4.5 Use any substance that could result in a slip or fall or injury to a member of the public;

8.4.6 Store any of the Hirer's equipment at the facility/reserve without prior approval from the Council.

8.5 The Hirer must:

8.5.1 Ensure that any incidents or damage are reported to Council immediately;

8.5.2 Ensure that all of the Hirer's property brought onto the Reserve 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 Reserve.

9. Structures

9.1 Pegs, spikes or stakes must not be used at a Reserve without prior permission from Council. For shelters, weights are permitted and the preferred option. It is also important that all anchors are highlighted appropriately.

9.2 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.

9.3 All structures erected at the Reserve must be continuously monitored, particularly in extreme weather conditions.

9.4 All umbrellas and shelters shall be suitably anchored to prevent 'wind lift off' and will be in a safe condition.

10. Vehicles

10.1 No vehicle may be driven upon or over any part of a Reserve other than upon an area designated for this purpose.

10.2. 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 Booking Agreement or Reserve Use Permit.

10.3. 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*.

11. Fireworks

11.1 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.

12. LPG Heaters, Barbecues & Open Fires

12.1 Barbecues and LPG heaters are not permitted inside any facility. Outside barbecues and LPG heaters must be operated by a competent adult and comprise safe gas temperature controls, hoses and regulators.

12.2 Notwithstanding anything in the Booking Agreement, the Hirer must not bring an LPG cylinder to the facility/reserve where more than ten (10) years have passed since the stamp test date marked on the cylinder.

12.3 All barbecues and heaters at the facility/reserve must be located on level ground away from flammable sources and sheltered from wind.

12.4 Open fires are strictly prohibited on or at the facility/reserve. Charcoal BBQs are considered open fires and as such are not permitted.

13. Amenities Building

13.1 Use of Amenities Building is not exclusive to the Hirer and the Council may permit a number of persons to access and use Amenities Building/s at any one time. If the Hirer has access to Amenities Buildings at the facility/reserve, the Hirer must respect the use of the Amenities Buildings by any other person during that time.

13.2 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.

13.3 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.

13.4 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/reserve;
- alterations to electrical installations;
- subletting the building or any part thereof; and
- storage of alcohol, other beverages and/or food.

14. Alcohol & Food

14.1 The consumption of alcohol at the facility/reserve 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/reserve, 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.

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

14.3 Any request by the Hirer to distribute or sell food, whether directly, via a mobile food vendor, or through any other means, requires permission and approval from Council. The Council must be notified at least two (2) weeks before the commencement of the Hire Period, and compliance with legislative Food Safety standards is required.

14.4 If food is brought in but not sold, the Hirer does not need to notify the Council or comply with food safety regulations, however it is recommended to always follow appropriate food safety practices.

14.5 Mobile food vendors can be engaged by the Hirer. A copy of the mobile food vendors Public Liability Insurance Certificate of Currency for twenty million dollars ($20,000,000), noting the City of Port Adelaide Enfield, will need to be submitted along with the Food Business Notification number as part of the Booking Request.

14.6 Any request by the Hirer to sell food, whether directly, via a mobile food vendor, or through any other means, requires permission and approval from Council which includes completion of a Special Food Notification Form. The Council must be notified at least two (2) weeks before the commencement of the Hire Period, and compliance with legislative Food Safety standards is required.

15. Amusement Structures

15.1 Amusement rides, or similar structures, are strictly prohibited and must not be brought on to the facility/reserve 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.

16. Special Activities

16.1 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

16.2 The Hirer must clearly outline any special activities as part of the booking request.

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

17. Indemnification & Release

17.1 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/reserve.

17.2 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 Booking Agreement except to the extent that they are caused by the Council's negligence.

18. Public Liability Insurance

18.1 Depending on the use permitted under the Booking Agreement, the Hirer may be required to take out public liability insurance in the amount of twenty million dollars ($20,000,000) per claim or any other amount specified by the Council, and must keep the insurance current during the Hire Period. 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.

18.2 Where the Council does not require the Hirer to take out and maintain public liability insurance during the Hire Period as a condition of the Hire Agreement, the Council strongly recommends that the Hirer take out such insurance as, in accordance with clause 17, the Hirer is using the facility/reserve at their own risk and indemnifies the Council against all claims arising out of the Hirer's use of the facility/reserve.

19. Compliance with other Legislative Requirements

19.1 The Hirer must abide by all other State and Federal legislation, including ensuring all activities adhere to any Emergency Declaration, Directions, Objections, requirements or guidelines

issued by State or Federal agencies, or by Council, in relation to COVID-19 or any pandemic or declared emergency.

19.2 The issue of the Hire Agreement does not absolve the Hirer or their agents from any other overriding legislation. Wherever there is any cost involved with complying with these requirements, the Hirer will be responsible for the payment of these costs.

19.3 The Hirer must comply with all Statutory Requirements (including any requirement of Council in its separate capacity as a statutory authority) relating to the Hirer's use and occupation of the facility/reserve.

Definitions

'Council' means the City of Port Adelaide Enfield.

‘Hire’ means a temporary Licence issued pursuant Section 202 of the Local Government Act 1999 by a delegated Council Officer

'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 and 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.

'Booking 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.

'Permitted Use' means the activity or activities that the Hirer is permitted to carry out at or on the facility/reserve under the Booking Agreement that is specified in the Hire Confirmation. The Hirer is responsible for specifying with reasonable particularity in the Booking Request the activities that the Hirer wishes to conduct at the facility/reserve.

'Reserve’ means the land in Council’s care and control which is being Hired and identified by its common name on the Hire Agreement.

‘Season’ means the biannual sporting seasons, being Winter (April to September) and Summer (October to March).