

Initials

City of Mitcham Conditions of Hire

As at 1 April 2016

Website: www.mitчамcouncil.sa.gov.au
Email: mitчам@mitчамcouncil.sa.gov.au
Telephone: 8372 8888



CITY OF
MITCHAM

PLEASE READ these conditions carefully before signing the Hire Agreement. The City of Mitcham will accept no responsibility for Hirers misunderstanding or not complying with these conditions. Conditions of Hire may change during your hire period.

1. Terms and Conditions of Hire

- Hirers shall conduct and manage their function or performance in a proper, orderly, and lawful manner and shall not allow any act, matter or thing which could damage the reputation of the hired facility or the City of Mitcham. At the time a booking is made the Hirer must provide accurate information about the purpose for which the room(s) within the facility is/are going to be used. Management reserves the right to decline a request for hire of room(s).
- The Hirer undertakes to comply with the conditions of hire.
- By signing the Booking Request Form, the Hirer of the facility agrees to the following terms and conditions of use.

2. Regular Hirers

- Under these terms and conditions the term of a Hire Agreement will be for a 12 month period or until the end of the Financial year (e.g.. 30 June).
- An application for regular hire must be made on a completed and signed City of Mitcham Booking Request form.
- Presentation of a completed and signed Regular Hire Booking Request form confirms the applicant's acceptance of the conditions of hire and agrees to pay the prescribed fee.

- Regular Hirers are considered to be Hirers who hire the facility on more than ten (10) occasions over any 12 month period.
- Storage space is limited and by no means guaranteed.

3. Hire Fees

Hire fees are as advised in the Schedule of Fees and Charges and reviewed annually as part of the Local Government Management Plan Legislative requirements. The fee structure is based around ensuring equitable and adequate use for all.

The hire fee does not include setting up or packing away of equipment (tables, chairs, etc.) used by the Hirer. This is the responsibility of the Hirer.

4. Verification of Not for Profit & Local Status

To qualify for Not for Profit and Local Status evidence must be provided, for example Organisational Constitution or Taxation declaration.

- Local Status – community groups and not for profit organisations that reside or are located within the City of Mitcham are eligible for a discount.
- Non Local Status – community groups and not for profit organisations that reside outside of the City of Mitcham are eligible for discount.
- Not for Profit – Organisations that do not operate for the profit or gain of individual

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members. Any profit made goes back into the operation to carry out its purposes and is not distributed to members.

1. Bookings

Enquiries and bookings can be directed to the Community Centres Officer on 8372 8262.

Casual:

- This document and the associated *Booking Request Form* are available through the City of Mitcham website.
- Tentative bookings will be held for seven days.
- Once the Booking Request form has been received and processed an invoice will be sent out by post.
- Booking of functions will be confirmed only once the Bond payment has been received. Full payment of the Hire fees and key deposit will be required at least 14 days before the date of hire.
- Payment of the venue hire fees, including the Bond, may be made in person to the City of Mitcham, 131 Belair Road Torrens Park.
- Alternatively fees may be paid by cheque to the City of Mitcham or online referencing the invoice number.

Regular:

Council will provide Hirers with a monthly invoice. Failure to make payment by the due date may result in the loss of the Hirer's booking.

Council may elect to disregard any booking that has not been confirmed within the terms of the agreement, and reserves the right to re-hire the venue to another party.

2. Bond

A Bond will be charged to Hirers and the amount will be based upon the hours and types of use. For a Friday/Saturday evening

booking the Bond amount will typically be \$300 to \$1000, depending on the type of use. The Bond will be refunded if:

- Premises (including hall, foyer, toilets, entrance, kitchen, and external areas) are secured, undamaged and in a clean and tidy condition and all rubbish is removed.
- Furniture, fittings and all other equipment has been returned undamaged and clean to designated storage places.
- Keys have been returned on time and in full working order.
- All other terms and conditions otherwise stated or agreed upon have been met.

A Key Return checklist is provided to assist Hirers. If additional cleaning is necessary or keys are not returned all or part of the Bond money will be forfeited to cover these costs.

Please note that Council prefers to refund Bonds by Electronic Fund Transfer. Bonds refunded via EFT are processed more quickly. Please supply your bank account details on the Refund of Venue Hiring Bond Requisition form available through the City of Mitcham website.

3. Cancellations

Cancellation of confirmed bookings must be submitted in WRITING to Council as soon as practicable. A cancellation charge will be calculated based on the date the notice was received by Council, as below:

- a) more than 20 working days' notice - 100% of the total hire fee is refunded
- b) less than 20 but more than 10 working days' notice - 90% of the total hire fee is refunded
- c) less than 10 but more than 5 working days notice - 50% of the total hire fee is refunded
- d) less than 5 working days' notice - nil of the total hire fee is refunded



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3.1. Cancellation of Regular Hire

Regular Hirers wishing to permanently cancel a booking must advise Council staff of this in writing or by email at least four weeks prior to the planned finish date to enable re-hiring of the facility. If the required notice is not received the Hirer will be charged accordingly.

3.2. Cancellations by Council

Regular Hirers may be asked from time to time, to relinquish their booking because of a multi-day event hire request, public meeting, maintenance or other significant event. In such cases a minimum of two weeks notice will be provided to the Hirer. Every effort will be made, if requested, to relocate Hirers to another City of Mitcham venue.

In addition, the City of Mitcham:

- May cancel the booking without notice in the event of an emergency or if the facility is deemed unsafe and will refund any amounts for lost time paid by the Hirer if the Hirer is not at fault. (Please see (12) Emergencies).
- May cancel any booking without notice on extreme and catastrophic fire days, or any other days or other exceptional circumstances / catastrophic events.
- Will not be liable for any loss or damage suffered as a consequence of the cancellation of the booking.

Casual Hirers:

If the booking is cancelled, money paid in advance will be refunded up to two weeks prior to the booking. If the cancellation is made less than one week before the booking then the total fee (not including the Bond) will be forfeited. Any claim for a refund

due to extenuating circumstances will be considered by Management.

In addition, the City of Mitcham:

- May cancel the booking without notice in the event of an emergency or if the facility is deemed unsafe and will refund any amounts for lost time paid by the Hirer if the Hirer is not at fault. (Please see (12) Emergencies)
- May cancel any booking without notice on extreme and catastrophic fire days, or on other days or other exceptional circumstances / catastrophic events.
- Will not be liable for any loss or damage suffered as a consequence of the cancellation of the booking.

4. Keys

Regular Hirers:

Hirers will be supplied with keys and a security code (where applicable). The provision of a second set of keys can be negotiated. All keys are the responsibility of the Hirer. All new Hirers will be required to pay a key deposit of \$25 per key. This will be reimbursed at cease of hire.

Keys will be made available to be collected from Customer Service, 131 Belair Road Torrens Park upon notification within the week of the booking.

The key(s) allocated to Hirers will allow access to the area booked. Hirer must have approval from the Community Centres Coordinator before storing any equipment.

All Hirers will accept responsibility for the payment of new locks and replacement keys if the key(s) is/are lost, stolen or misplaced. The cost of replacing the locks is likely to be in the vicinity of three thousand dollars (\$3,000).



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All Hirers agree to return the key(s) within one week of ceasing to hire the venue.

It is understood that the key(s) and security code (where applicable) are not transferable to another person. Council staff must be notified in writing of any change of key holder.

Access to the venue is only available within the hours of hire. Setting up, packing away and cleaning of the venue must be completed within the hours of hire. Access to the facility outside of your allocation is not permitted.

Casual Hirers:

The Hirer must obtain a key for access to the building and ensure the key is returned promptly. If the Hirer loses the key to the premises the cost of changing the locks will be borne by the Hirer.

The cost of replacing the locks is likely to be in the vicinity of three thousand dollars (\$3,000). Keys and security information must be picked up at a time to be arranged between the Hirer and Community Centres Officer. Keys may be returned in person or via the City of Mitcham mail box at the Newark Road entrance to the Civic Centre.

Access to the venue is only available within the hours of hire. Setting up, packing away and cleaning of the venue must be completed within the hours of hire. Access to the facility outside of your allocation is not permitted.

5. Hours of Use

All activities need to cease at 10.00pm, with the expectation that the building and carpark be vacated by guests / participants 10.30pm. Clean up of the premises must cease by 11.30pm. Building Security Alarms are automatically activated at midnight. After this time any auto alarm activation and

on call security caused by not vacating the premises in time will be redirected to the hirer.

Depending on the nature of planned activities, other restrictions on hours of operation may be prescribed by Management.

6. Noise

Amplified sound must cease by 10:00pm. daily.

Failure to comply may result in forfeiture of the Bond or recovery in full of any costs incurred if a complaint is received.

The Environment Protection Authority (EPA) prescribes maximum permissible noise levels for various types of premises. Legislation provides for heavy penalties for failure to comply with statutory requirements relating to excessive noise.

This facility contains areas which may be hired separately. Hirers must consider the impact of noise levels on other users.

Disturbances of any kind to residents who live close to the facility, may affect the future availability of the facility to all users. Please be considerate of local residents at all times.

7. Cleaning

The hired area must be cleaned and tidied to the pre-condition hire condition before vacating the building, with all furniture stacked and restored to its original position away from building exits unless otherwise indicated. The hirer must ensure that the soiled floors are swept, mopped and vacuumed accordingly. All tables and chairs should be wiped clean. It is also the hirer's responsibility to ensure that the immediate area outside the building is free from rubbish and cigarette butts.

All rubbish must be taken away at the end of hire.



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A carpet-cleaning surcharge of \$350 will be incurred for any function where the carpet has been soiled as a result of the event held by the Hirer.

Hirers are asked to wipe and dry any spillage on parquetry and wooden floors immediately to avoid warping and slip hazards.

No food materials are to be left in the refrigerator.

No food materials are to be left in the cupboards unless pre-approved by centre management.

All decorations must be removed. No adhesive tape or blu-tac may be used on painted surfaces including walls and ceilings. Decorations may not be hung on lights or fans,

Cleaning must be completed within the hire time before securing the building.

8. Emergencies

Hirers must make themselves aware of the fire exits and emergency evacuation procedures and must inform their students/guests of these procedures. Hirers should note the locations of, and instructions on the use of, extinguishers and fire blankets. Exit doors must be kept clear and remain unlocked at all times during the period of hire.

Please note that there is no public telephone in the Mitcham Village Institute building. For their own protection, we advise all Hirers to have an Emergency Response Plan, including police, ambulance and fire contact numbers.

Council's policy is that on days where Extreme or Catastrophic fire ratings are issued by the SA Country Fire Service, a number of Council services do not operate in the Mount Lofty Region Fire District. Application of this policy on these days will therefore mean that

Council staff will not be in attendance.

On days declared Extreme or Catastrophic Fire Ratings, Hirers must determine if they wish to maintain their booking. If a Hirer chooses to cancel bookings that fall on Extreme and Catastrophic fire rating days, Council will refund or credit payments for this booking upon written notification to Council.

On all Extreme and Catastrophic Fire Rating days, Council programs will be cancelled and Council staff will not be in attendance.

It is important therefore to advise that it is the responsibility of the Hirer on Extreme and Catastrophic fire rating days to have a bushfire action plan in place should the Hirer decide to continue with their booking in these circumstances. As this hire agreement requires Hirers to be fully aware of the emergency procedures, including emergency exits and fire extinguishers, a bushfire action plan should be an extension of these.

9. After hours contact

The after hours contact number for the Council is 8366 0622. Hirers may be charged a callout fee unless the callout is due to a malfunction of Council equipment.

During normal office hours all issues should be referred, in the first instance, to Council staff on 8372 8888.

10. Damage

The Hirer shall agree to accept all responsibility for any damage occurring to the premises (including furniture and equipment) during the term of hire and shall agree to accept full costs to reinstate such damaged items, at the Council's discretion.



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The City of Mitcham accepts no responsibility for loss or damage to the Hirer's goods or equipment.

11. Indemnity and Insurance

The Hirer agrees to indemnify and to keep indemnified the Council, its employees, volunteers, servants and agents and each of them from and against all actions, costs, claims, charges and expenses whatsoever which may be brought or made or claimed against them or any of them arising out of any negligent act or omission of the Hirer or its employees, servants and agents or in relation to the granting of this "Conditions of Hire" Agreement.

Notwithstanding the above, the Hirer shall not be rendered liable for personal injury to or the death of any person or loss of or damage to any property resulting from any breach by the Council of any provision of this Agreement or any negligent act or omission of the Council or its employees, servants and agents.

Regular, commercial or community group Hirers shall take out and keep current a public risk insurance policy in the name of the Hirer insuring the Hirer for the minimum sum of ten million dollars (\$10,000,000) against all actions, costs, claims, damages, charges and expenses whatsoever which may be brought or made or claimed against the Hirer in relation to the activity.

The amount of coverage required for an organisation working with children (up to the age of 18 years) is a minimum sum of twenty million dollars (\$20,000,000).

The Hirer must provide confirmation of insurance to the City of Mitcham. Such policy shall bear the endorsement of the Insurer indicating the Insurer accepts the

indemnity given by the permit holder.

Casual Hirers, who would not be expected to have Public and Products Liability insurance, (e.g. family or non-commercial private functions, such as weddings) in paying the hire fee, will be covered by a "Casual Hirers Public and Products Liability Insurance Policy" taken out by the Council on the Hirer's behalf.

12. Working with Children Legislation

The Hirer when working with children must comply with the Working with Children legislation. The City of Mitcham reserves the right to cancel or refuse an application that does not comply with this legislation.

13. Externally Hired Equipment

Any equipment which has been hired must be removed no later than 9:00am the following day. Council assumes no responsibility for this property. The Hirer will be required to open the building for the delivery and removal of equipment and to secure the building when the work is completed.

14. Equipment and Furniture (See Facility Information Sheet)

- Existing trestles and chairs in the facility are available for Hirer use. After hire all furniture must be neatly stacked and stored into original position. Furniture must not be repositioned or relocated to any other location (either internal or external) without council's approval. Furniture must be put back into its original position, with non-compliance attracting penalties..
- The facility is used by a diverse range of Hirers and has limited storage space. It may not always be possible to move all furniture from the space hired.
- When moving furniture, care must be taken to prevent damage to



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- floors, walls, door frames and to minimise the risk of injury to Hirers or other parties.
- It is the responsibility of the Hirer to remove rubbish generated through one-off events such as Christmas parties, open days etc.
 - Hirers are responsible for the full cost of additional cleaning in cases where the building or any part of it or the grounds are left unclean. In the event of a dispute as to whether additional cleaning is required, the decision of Community Centres Officer will prevail.
 - It is the responsibility of the Hirer to promptly notify Council staff of any concerns or issues relating the security, cleanliness and operation of the facilities.
 - Hirers must provide their own tea towels and garbage bags.
 - All areas of the facility must be left in a clean and tidy condition and all rubbish removed from the premises. A *Hirers' Key Return Checklist*, which lists these requirements in full, will be provided with the booking confirmation.

15. Closing up procedures

Before leaving the facility, Hirers must ensure that:

- There are no unauthorised users in the building
- All heating, electrical appliances, lighting and air conditioning are switched off.
- All windows are secured and doors locked.
- The entrance door is locked and the security system is armed (where applicable). Further copies of instructions on the use of the security system can be obtained from Council staff if required.
- All furniture is positioned back to its original position - not blocking exit and entry points.

16. Security of the venue

It is the Hirer's responsibility to ensure that the premises remain

secure throughout the period of hire, particularly when leaving the venue even for a short period. Hirers are not permitted to leave doors to the venue unlocked and unattended at any time throughout the period of hire. The building must be correctly locked and armed before any departure.

It is the Hirer's responsibility to ensure that appropriate security measures are in place for an event or function.

Breaches of any of these conditions may result in forfeiture of the security Bond or termination of the hire. Hirers could attract additional charges should security alarms are activated – or the building security company attends as a result of the Hirer's negligence and/or being on the premises outside hours of use..

17. Alcohol

If alcohol is sold or being consumed on the premises, it is the hirers responsibility to check with the Office of the Liquor and Gambling Commission to confirm whether a licence is required for the particular function. A copy of this licence shall be provided to the City of Mitcham as this is required by law.

Please allow up to 14 days notice to process your request. These licences must be made available to any Officer of the Law, upon request, during the function/event and must be shown to Management prior to collection of the key.

18. Smoking

Smoking is forbidden inside any part of all City of Mitcham facilities (including toilets).

19. Animals

The Hirer must obtain permission for animals to be on site during the hire period except for official assistance/guide/hearing dogs.



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20. Parking

Parking is only allowed in designated areas and emergency exits are not to be blocked by any vehicle.

21. Advertising

Advertising materials, including notices, must be given to Council staff to display. Hirers are not permitted to leave/place/pin/stick/tape any advertising material or notices anywhere in the facilities. All unauthorised material will be removed.

22. General Conditions

- Hirers are responsible for ensuring that the hire area is kept free of health and safety hazards during the hire and left clean and tidy at the end of each hire period.
- Confetti etc., adhesive tape, nails, tacks, sparklers, smoke machines or other equipment which may cause damage to the facility, are not permitted inside or outside the venue.
- No flammable liquids or other dangerous substances shall be brought onto the premises.
- Any electrical equipment used on Council premises must be tested and tagged by a qualified person.
- Naked flames in areas other than a kitchen must have prior approval of the Community Centres Officer.
- Electric installations are not to be interfered with under any circumstances. Should a power failure occur, a Hirer must contact the Council.
- The hire application is not transferable. Sub-letting of the Council venue, or a part thereof, is not allowed under any circumstances.
- The Hirer shall comply with and give all notices required by any Act of Parliament, Ordinance, Regulation or By-law relating to the activity.

- Hire times need to include set up and pack up times. Please ensure that you have allocated appropriate times for this and contact the community centres officer should you need to change your booking times to accommodate.

Please note this venue operates as a community facility. This means that it is accessed by a broad range of groups and individuals for a variety of needs and functions.

Your cooperation in accommodating the needs of others is much appreciated. It will also ensure your group is able to hire the venue again. Failure to comply with these conditions will result in partial or total loss of Bond or restrictions on hire of the City of Mitcham facilities.

I have read all the above terms and conditions.

Signature

Name

Date



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