

This form is for *facility* hire only. It is the responsibility of the hirer to ensure separate arrangements are made, either with DCKEM or a  $3^{rd}$  party, for the provision of any additional equipment required.

Bookings are not regarded as confirmed until this completed form has been returned to Council.

Name of hirer/organisation :		
Contact Name :	Email :	
Contact Telephone :	Mobile :	
Postal Address :		
Facility to be hired :		
Date of Hire From :	To :	
Start Time:	End Time :	
Purpose of Hire :		

Does Event Entitle the Sale of Food? if yes temporary food business form must be completed	Y	Ν	
Copy of Public Liability Insurance Certificate of Currency Provided (For functions open to the public this is a requirement)		N	

#### Hire Fee

Hire fees are to be paid at time of submitting this form, however under certain circumstances hire fees can be invoiced upon request.

Item to be Hired	Cost
Total	\$

#### **Payment Options**

I / we wish to be invo	piced for the Hire Fees : $\Box$	Please charge credit card: : 🗌	Receipt No:	
Credit Card Payment Details				
Please tick one :	Visa 🗌	Mastercard	Other 🗌	
Card Number				
Expiry Date		Security Number (3 digits found on	back of card)	
Name on Card :		Signature	Date	

https://dckemsagovau.sharepoint.com/GeneralDocuments/26. Forms & Templates/Hire Forms/Council Facilities Hire Form V20230523.docx



### **Declaration**

I,, hereby a	agree to abide by the Conditions of Hire as stated. I understand that
failure to comply with any of the Conditions ma	y result in the entire loss of the bond, or part thereof.
Sign (Applicant/ Authorised Representative)	
Dated the day of	20
Signed for District Council of Karoonda East Mu	urray by its authorised officer/ representative:
Signature of authorised officer	

Position of authorised officer



### **Conditions of Hire**

The Institute Supper Room, hall, meeting rooms and oval complex are for the benefit of the community. We want to ensure that they are all kept in excellent order for all to appreciate.

- The facilities are the Property of the District Council of Karoonda East Murray,
- All users of these facilities must respect the facilities and hire them under the proviso that all facilities are looked after.
- It is the responsibility of the hirer to notify Council Prior to event of any pre-existing damage / cleanliness issues.
- If any items or facility is damaged it must be reported to the council and the hirer will be responsible for damage caused during the hiring of the facilities.
- Council has the right to deny the opportunity for hirers if they deem the hirers not appropriate to use the facility.

#### General

- 1. Council expressly reserves the right in its absolute discretion to refuse to accept any hire or to cancel any hire already made and Council shall not be liable in any way for any loss or damage or otherwise in consequence of the exercise of this right.
- 2. Keys issued to hirer must be returned to Council on the next working day. If keys are lost or not returned, a charge will apply.
- 3. Hiring of any part of a facility is on the understanding that some or other part of the facility may be simultaneously hired by another group. Please note that District Council of Karoonda East Murray staff may require access to the venue during business hours.
- 4. At any function, the Hirer shall promptly comply with any directions given by Councils authorised officer in connection with table and/ or seating arrangements, and the storage, preparation and serving of foodstuffs, or any form of liquid refreshments.
- 5. The Hirer shall be responsible for the payment of fees to emergency services and any costs to Council for attendances as a result of the Hirer or the Hirers guests or visitors setting off any alarm accidentally or negligently, or for any afterhours call outs as a result of the Hirers negligence.
- 6. On completion of the hire, all doors are to be locked and lights, fans and air conditioning turned off, together with the other requirements of the post event checklist.

#### Fees and Charges

- 7. The hire fee includes, where provided, the use of furniture fittings and kitchen facilities.
- 8. Payment for the hire, where applicable must be made at the point of booking, to Council.

#### Insurance, Licensing and other requirements

- 9. Council may, at its discretion, cover the hire under its own public liability insurance policy for casual Hirers, where in Councils opinion the event is of a low risk nature. This does not cover sporting associations or registered bodies (i.e. associations or bodies that are a legal entity). The Hirer shall effect and maintain at their cost, a public liability insurance policy to a minimum of twenty million dollars (\$20,000,000) per claim or such higher amount as Council may determine appropriate from time to time. Proof of currency shall be submitted to Council with the hiring request.
- The hirer agrees to indemnify Council against all loss or damage which may occur to the Hirers goods, equipment or its displays during the time that such goods, equipment or displays are lodged in the hired facility or anywhere upon Council property.
- 11. The Hirer shall accept full responsibility for the safety of all persons associated with the function, including organisers, participants and guests. This responsibility shall extend to non-associated persons who pass through the area during the period of hire.
- 12. The Hirer shall be responsible for the cost of making good any damage caused to the buildings, furniture, fittings or equipment arising out of and in the course of their hire, reasonable wear and tear alone excepted.
- 13. The sale of alcohol, without a liquor licence, is prohibited on Council property.
- 14. Any safety concerns shall be immediately reported to Council. Other potential hazards, shall be removed from the area by the Hirer.



- 15. Hirers must still seek permission for, and comply with any legislated requirement pertaining to any other activity which has not been specifically addressed in this document. Other agencies from which permission may need to be obtained include, but are not limited to:
  - Environmental Protection Authority
  - Country Fire Service
  - SA Ambulance Service
  - SA Police
  - District Council of Karoonda East Murray (for activities not covered by this permit, e.g. selling of food stuffs)
  - Neighbouring properties
  - Consumer & Business Services Liquor and Gaming
- 16. Where amplified sounds is required for an event, the Hirer shall ensure compliance with the current Noise Control Act. Noise from the facility shall not be audible within any habitable room between the hours of 12:00 midnight and 8:00am.
- 17. Where applicable, the Hirer is responsible for advising the Police of the event and making all arrangements in regard to traffic and crowd control.

#### **Cleanliness**

- 18. The Hirer must leave the facility in a clean condition and all goods, properties, decorations or materials brought in by the Hirer or any person on the Hirers behalf must be removed before the expiration of the hiring. The Hirer shall be responsible for the remove of all rubbish from the facility. Council reserves the right to charge for any costs incurred for cleaning and/ or the collection and disposal of waste associated with the conduct of a booked event.
- 19. The venue is checked and cleaned on a regular basis by a Council appointed responsible person. The Hirer shall notify Council of any specific cleaning needs that it requires at least 7 days prior to an event. In this instance, additional charges may be incurred.
- 20. If desired, the Hirer may wish to inspect the cleanliness of the venue prior to an event. This inspection must be undertaken during normal office hours.
- 21. The Hirer accepts full responsibility for cleaning the venue following an event. An inspection of the venue will be conducted by Council appointed responsible person after any event. Damage to the hall facilities and/or insufficient cleanliness of the venue may result in the loss of Hirers bond payment.

#### **Prohibited Actions and Activities**

- 22. The Hirer shall not display or distribute material which is of a defamatory nature.
- 23. No activities of a potentially offensive nature shall be undertaken for publicity accessible functions.
- 24. Smoking is not permitted in any area of the buildings or near entrances.
- 25. Confetti, rice and similar throw-away materials are not permitted inside buildings or near entrances.
- 26. Fireworks are not permitted during any hire of Council facilities.
- 27. Connection or interference with the electrical installation, public address, sound system, stage fittings or other properties is not allowed without the permission of Council.
- 28. No electrical equipment or instruments are to be used unless approval has been granted from the Council. Any electrical equipment must have a current 'tag & test' attached.
- 29. Nails, screws or any other fastenings (excluding sticky tape and Blu-Tac) must not be driven into or attached in any ways to walls, floors, furniture or fittings, and the hanging of streamers, flags, bunting or other decoration or the erection or placing of any structures is not allowed unless with the prior permission of Council.

#### Council reserves the right to determine the appropriate classification of use and the fees applicable to the hire.