

Gawler Sport & Community Centre

General Hire Conditions

1. Definitions - In these conditions of hire, unless the context otherwise requires, the following words shall have the following meanings: The "Facility" means Gawler hired facility within the "Town of Gawler" (TOG) run by Council, Gawler Sport & Community Centre, Gawler Elderly Centre and Gawler Institute and where applicable the car parks, walkways and other areas connected with the Centre to which the Hirer and the public attending the Centre have access. The "Hirer" means the person or persons from whom the facility has accepted a booking and who has paid any required deposit and otherwise complied with any conditions established by the facility to the hire of the facility. The "Council" means a representative appointed by the Town of Gawler. The "TOG" means the Town of Gawler.

2. Licences and Authorisation - The Hirer, where appropriate, shall ensure that it is licensed or registered to carry out the activity authorised by the issuing of this permit.

3. Bookings - Except at the discretion of the Council representative a tentative booking will not be held longer than seven (7) days. Facility bookings can only be made six (6) months in advance from the current date. Payments must be received in full at least 7 days in advance unless prior arrangements have been made.

4. Hire Period - The Hire Period will cover the time(s) stipulated in the "Facilities Hire Application Form" and agreed to by the TOG. Access to the facility at times outside those stipulated in the "Facilities Hire Application Form" will incur additional charges payable by the Hirer. The approved hire of any Council facility is not transferable.

5. Fees & Charges - The TOG is entitled to request a bond of up to \$1,000 to cover any abnormal costs incurred by the Hirer during the hire period, such as costs of repair resulting from damages and/or abnormal cleaning costs and/or TOG staff wages. If no such costs are incurred the bond agreement will be returned to the hirer. Any additional charges incurred by the Hirer during or outside the Hire Period shall be paid either out of the bond held or within seven (7) days of receipt of the invoice detailing such charges. Any damage by the Hirer, or any patron, will be charged to the Hirer at cost of repair rate plus administrative charge. These charges are to be paid either out of the bond held or within seven (7) days of receipt of invoice detailing such charges.

6. Cancellation of a Booking - A Hirer wishing to cancel a booking less than fourteen (14) days before the date of the booking remains liable for all charges due and will forfeit its deposit unless the Hirer has been notified in writing that a re-let of the date has been effected. All cancellations must be made in writing to aquatic.recreation@gawler.sa.gov.au

7. Care and Damage - The Hirer shall inspect the original condition of the facility and be responsible for any damage done to the said facility whether caused by the Hirer or any employee, agent or any person associated with the Hirer or with the Hirer's performance, rehearsal or use in any way whatsoever of the facility. The Hirer shall be responsible for any abnormal costs incurred by the facility for abnormal cleaning occasioned by the Hirer's use of the facility. The Council representative at his/her absolute discretion shall determine abnormal cleaning costs.

8. Health and Safety - The Hirer will be responsible for general safety of the facility during the Hire Period. It is the Hirer's responsibility to acquaint themselves with the emergency procedures of the facility, fire extinguisher locations and emergency exits. TOG Staff will make hirers aware of evacuation procedures. This may require Hirers to attend the centre during business hours for a formal induction. In the event of a fire alarm being activated or other emergency it is the Hirer's responsibility to ensure that all people associated with their hire are evacuated from the building. They must also follow all instructions from Fire Wardens and Emergency personnel, where applicable. Every exit, passage and gangway and the immediate approaches to and from every exit door must be kept entirely free from any obstruction of any kind. All electrical equipment, including extension cords, must have been tested for electrical safety and display a current test tag. Any electrical cabling used in the facility must be made secure with tape or some other method approved by the Council representative to prevent accidents. First aid is the responsibility of the Hirer. The TOG does not provide first aid or medicines. Any direction by TOG staff with regard to the health and safety of Hirers or the general public shall be complied with to the satisfaction of the Council representative.

At the conclusion of the Hire Period the Hirer is responsible to ensure the facility is swept and left in a clean and tidy condition. The Council representative is the sole judge on deciding the condition of the facility after hire, and determining whether additional cleaning charges or repair costs apply.

9. Functions - The Hirer is responsible for the setting up of all required furnishings, including tables and chairs, and is responsible for the removal of such furnishings to their original position after the function. A fee may be charged if furnishings are not returned correctly. In the event of amplified music being played during functions, the Hirer is to ensure that the volume of music is kept to a level so as not to inconvenience nearby residents, and/or fellow facility users. That is, noise to be kept within the level for Urban Residential Areas as specified under the Environment Protection Act, 1993 (Industrial Noise).

Any tables, chairs or other such furnishings required over and above those supplied by the TOG, are the responsibility of the Hirer to provide and transport (such items must be removed immediately after the function) Items are not to be placed on any walls without Council representative permission. All casual hirers are required to pay in full all bookings prior to each event.

10. Insurance - The Hirer is responsible for the insurance of all items and equipment brought into the facility by the Hirer for the duration of the Hire Period. The Hirer is responsible for Public Liability Insurance in respect of the Hirer's use and occupation of any part of the facility. Whoever creates a hazard that causes either personal or property damage is deemed to be legally liable. As a separate entity from the owners of the premises, Hirers cannot rely on the owners insurance to protect them. The Hirer agrees to indemnify and keep indemnified the Council, its servants and agents and each of them from and against all actions, costs, claims, damages, charges and expenses whatsoever which may be brought or made or claimed against them or any of them arising out of or in relation to the issuing of the permit.

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The Hirer will take out and keep current a public risk insurance policy in the name of the permit holder insuring the permit holder for a 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 Hirer must provide confirmation of insurance to the Council at least 7 days prior to the event. Such policy shall bear the endorsement of the Insurer indicating the Insurer accepts the indemnity given by the Hirer. A Hirer that is exempt from Insurance requirements must complete a site induction prior to the booking which will include a risk assessment on all hired areas.

11. Parking/loading/unloading - Once loading/unloading is complete the Hirer must park their vehicle(s) in a designated car park. Please see TOG staff if you have special parking needs.

12. Liquor Licenced Premises - It is the responsibility of the Hirer to be acquainted with all the terms and requirements of the "Liquor Licensing Act 1985", and the "Work Health and Safety Act 2012. If the Hirer intends to serve, sell, provide, consume or allow consumption of alcoholic beverages at the facility during the hire period a limited liquor licence must be obtained from the Office of Liquor and Gambling Commissioner. Liquor licence application information is available from the TOG upon request. The Council representative must sight the Hirer's Liquor licence prior to the commencement of the hire period.

13. Orderly Performances - The Hirer shall conduct and manage the performance or event in a proper, orderly and lawful manner and shall not permit any act, matter or thing to occur which may injure the reputation of the TOG.

14. Merchandising - The Hirer shall not offer for sale any items in or about the facility without having first obtained permission from the Council representative.

15. Smoking - The Council has a "Non-Smoking Policy" which will be enforced throughout the entire facility. Additionally smoke machines or similar devices are not allowed, as the centre is set up in fire protection mode.

16. Fire Systems - The facility is equipped with a full fire system. Damage or misuse of any part of this system will be charged to the Hirer. Any unlawful discharge of fire extinguishers will be charged to the Hirer plus an administrative charge. Should the Hirer's activities trigger an alarm in the facilities fire detection devices, or security system, the Hirer will cover the cost of the response by the relevant agency/service plus an administrative charge.

17. General - The Hirer has no right of access to the facility at times other than those agreed by the TOG or the Council representative. The use of the facility by the Hirer will at all times be under the sole direction and control of the Council representative. The facility and the Council representative shall have the right to terminate any performance, rehearsal or use of the facility at any time during a performance, rehearsal, and use or otherwise. The Council representative reserves the right to hire the facility and may refuse to hire the facility to any person without giving reasons. An individual must be over the age of

18 years to hire any area of the facility. The TOG reserves the right to use the Hirer's publicity material in its own promotional material including photographs used by the Hirer. The TOG accepts no responsibility for the theft of, or damages to any of the Hirer's equipment, property, costumes or other items whatsoever including the personal property of persons in the facility. Sub letting of the facility by the Hirer is prohibited.

18. Disputes - In the event of any dispute or difference arising as to the interpretation of the Conditions of Hire, or any other matter arising between the TOG and the Hirer, the decision of the TOG or the Council representative thereon shall be final and conclusive.

19. Storage - Regular user groups may be able to store equipment at the hired facility. This is at the discretion of the TOG and all requests must be made in writing. Allocated storage will be inspected regularly and must be maintained by the user groups. Failure to maintain may result in the forfeiting of the storage allocation.

20. After Hours Contact Numbers -

Changes to booked security opening/closing times - 0419 217 992
Council Emergency Services - 0400 664 883
Police Assistance - 131 444
Ambulance and Fire - 000

30 minutes prior to vacating the premises, you are required to contact Northern Night Patrol on 0419 217 992. No premises are to be left vacant until Northern Night Patrol have attended.

21. Concession Category Definitions -

Category A – Commercial, Business, Political & Private Hirers - full fees are applied to this category. Commercial, Political Groups and Private Hirers are not able to apply for a concession for venue hire.

Category B – Community Services Organisations - eligible for a 25% concession on the full commercial rate. This category applies to the activities of healthy lifestyle and community education organisations or businesses.

Category C – Community Interest Groups - eligible for a 50% concession on the full commercial rate. This category applies to the activities of groups/organisations that do not receive State or Federal Government funding but raise funds from other sources including membership, sponsorship, project-focused grant funding and/or Council funding.

Category D – Small Self Help Community Groups – eligible for 90% concession on the full commercial rate. This category applies to the activities of small self-help community groups with no opportunity to attract financial support from either the public or private sector, and have an extremely limited capacity to pay for venue hire.

For full category definitions refer to Council Policy Hire of Council owned Facilities on the website. www.gawler.sa.gov.au