

Council Venues

Terms and Conditions

The City of Norwood Payneham & St Peters (NPSP) provides community facilities for casual or regular hire by members of the public to support various social, recreational, cultural and learning activities and community services, as well as, private functions.

Considerations when assessing a Venue Hire application (excluding Private Functions), include, but are not limited to:

- Priority given to activities and services of highest benefit to the NPSP community in accordance with the Community Wellbeing Objectives contained in the Council's *Cityplan2030: Shaping Our Future*.
- Uses that support identified community need.
- Activities that are welcoming and open to all to attend.
- Balance of activities at each Venue.
- Ensuring the Venues are accessible by multiple users and not dominated by individual groups.
- Equitable use of Venues by NPSP residents and ratepayers.
- The compatibility of the use with the other Venue users and the space being applied for.

The following Terms and Conditions apply to the below listed facilities for hire:

Payneham Community Centre

374 Payneham Rd, PAYNEHAM SA 5070

Payneham Library and Community Facilities Complex

2 Turner St, FELIXSTOW SA 5070

St Peters Youth Centre

Cornish St, STEPNEY SA 5069

St Peters Town Hall Complex

101 Payneham Rd, St PETERS SA 5069

Inspections of venue facilities can be arranged upon request.
To make an appointment please contact:

Payneham Community Centre

Monday to Friday during business hours

Telephone: 8366 4640

Email: paynehamcommunitycentre@npsp.sa.gov.au

City of Norwood Payneham & St Peters
175 The Parade, Norwood SA 5067

Telephone 8366 4555
Email townhall@npsp.sa.gov.au
Website www.npsp.sa.gov.au
Socials [/cityofnpsp](https://www.facebook.com/cityofnpsp) [@cityofnpsp](https://www.instagram.com/cityofnpsp)



City of
Norwood
Payneham
& St Peters

Terms and Conditions of Hire

1. Booking of Venue

- All venue Hire applications must be made on the *Application for Venue Hire Form* available on the Council's website.
- A Hire agreement can only be entered into by a person over the age of 18 years and is not transferable under any circumstance.
- Tentative bookings will be held for a period of seven (7) days.
- A booking is not confirmed until acceptance is received from the Community Facilities Officer.
- Sub-letting of the Council Venue, or a part thereof, is not permitted under any circumstance.
- The Council reserves the right to propose alternative hire arrangements or venue locations, for existing or new Hires, which are more appropriate to the management of the Venue and the Council's requirements.

2. Type of Activity

- The type of activity being held must be advised at the time of application for Venue Hire by completing the *Application for Venue Hire Form*.
- Buck's and Hen's Nights, 16th, 18th or 21st Birthday Parties and similar functions are not permitted at any of the Council's Venues for Hire.
- The Council reserves the right to refuse or cancel any activity believed to be an inappropriate use of the Venue.

3. Venue Hire Fees and Charges

- Venue Hire Fees and Charges are charged as per the Council's published Fees and Charges available on the Council's website.
- A Security Bond of \$450 is required for all Private Function Hires and activities deemed high risk by the Council.
- The Security Bond is fully refundable after the Venue Hire, provided all clauses contained in these Terms and Conditions of Hire are met and the following is observed:
 - premises, furniture, fittings and all other equipment have been returned undamaged and clean to designated storage places;
 - premises, including hall(s), foyer, toilets, entrance, kitchen, and walkways, have been left in a clean and tidy condition, (refer to Venue Care and Cleaning in Section 15);
 - key/s have been returned on time and in full working order;
 - No service callout for activation of security and fire alarms, where the Hirer has not followed Council procedures, or for after-hours callout of Council staff, unless the callout is due to a malfunction of Council equipment.
- Venue Hires deemed to be a high-risk activity by the Council or any event where alcohol is being served, will require the presence of a security guard(s). Security guard(s) are organised by the

Community Facilities Officer at the Hirer's expense, in addition to the Venue Hire fee. The minimum booking period is 4 hours at a rate of \$65 per hour per Security Guard. The Community Facilities Officer will advise the Hirer, when confirming the booking, if this is a requirement.

- If cost of damages or service callout fees exceed the Security Bond, or the Hirer was not required to pay a Security Bond, the Hirer will be liable for any extra costs incurred.

4. Payment of Venue Hire Fees and Charges

- Venue Hire fees and charges for Private Functions and Casual Hires (less than 10 bookings per financial year), are payable in full, five (5) days prior to the venue hire or when the booking is confirmed, whichever date is closest to the Venue Hire commencement date.
- Private Function and Casual Hire payments can be made by:
 - credit card over the phone (8366 4640) or in person during business hours at the Payneham Community Centre (time arranged with the Community Facilities Officer), or
 - via invoice.
- Regular Hires (more than 10 times per financial year), can nominate quarterly or monthly invoice payment terms.
- Failure to make payment in accordance with the booking confirmation or invoice terms may result in the Council terminating a Hire Agreement and withholding Venue access.

5. Regular Hire

- Requests for 10 or more weekly, fortnightly, monthly or other cyclical hire within the same calendar year, will be assessed based on community need and demand for the proposed activity.
- Requests for multiple days within the same week will be assessed on a case-by-case basis. Allocation of days will be based on activities and services of highest benefit to the local community in accordance with the Community Wellbeing objectives of the Council's *CityPlan2030: Shaping our Future*. In addition, when assessing multiple day requests, the Council will ensure that Venues are accessible by multiple users and not dominated by individual groups to the detriment of others.
- Approved new regular hire bookings will initially be scheduled for no more than a three (3) month hire period.
- Following the three (3) month regular hire period for new bookings, if the activity is a suitable fit for the venue, compliments the program of activities across the Council Venues and meets a community need, the hire period may be extended, at the Council's discretion, within the same calendar year.
- To ensure equity of access for all and continuing to provide Council Venues that meet current and emerging community needs, each calendar year, Regular Hirers must apply to the Council to Hire a Venue for the following year.
- via the Regular Hire- Request to Renewal form.
- The Council will generally not approve applications for the same Hirer to use multiple Venues simultaneously on a regular basis.

- The Council may require the use of the Venue during School Holidays to deliver School Holiday Programs.

6. Key Collection and Responsibility

- Keys can be collected from the Payneham Community Centre, 374 Payneham Road, Payneham, between the hours of 9.00am and 4.00pm, Monday to Friday.
- Keys can be collected by the prior to the date of Hire, as confirmed by the Community Facilities Officer.
- Key collection does not give access to the Venue outside the hours of Hire. If the Hirer uses their key to enter a venue outside of the allocated Hire booking period and without prior approval, it may be deemed as trespassing and the appropriate authority notified.
- Proof of identity must be provided and a *Key Register Form* will need to be completed and signed by the person responsible for the key.
- It is strictly the responsibility of the Hirer to collect the key during the hours stated, including informing persons collecting keys on behalf of the Hirer, of key collection times.
- Once the key is collected the Hirer assumes full responsibility and liability for the key location, use and safe return.

7. Cancellation or change of Hire details by the Hirer

- The cancellation of a booking or change of Hire details will only be accepted in writing (email is accepted). Please send notification to the Community Facilities Officer via the email address paynehamcommunitycentre@npsp.sa.gov.au

8. Cancellation, relocation or change of Hire details by the Council

- The Council may cancel the booking without notice in the event of an emergency or if the facility is deemed unsafe and will refund any amounts paid by the hirer in relation to the booking if the hirer is without fault.
- The Council may at any time before the Hire period, cancel the Hire of the Venue by providing written notice of such cancellation to the Hirer. If the Council cancels, all monies paid will be returned to the Hirer.
- The Council may relocate, cancel or reschedule a Hire in the event the Venue is required for Council functions, events or activities that occur during the year. Council business and events are given priority over other group or Hire activities. All steps will be taken to provide Hirers advance notification of the dates and times of these events and assistance will be provided to relocate Hirers to another location or time.
- The Council is not liable to the Hirer for any loss or damage suffered by the Hirer as a consequence of exercising its right to cancel the booking.

9. Venue Access and Hours of Operation

The following conditions apply to venue access and hours of operation:

- Access to the Venue can only commence between the hired hours.
- Setting up, packing up and cleaning of the Venue is the responsibility of the Hirer and the time to undertake these activities must be included within the span of the Hired hours.
- Delivery and collection of goods must occur during the booked and prepaid hours of Hire.
- Council Staff will not assume responsibility for any delivery or collection of Hirer's goods.
- Tables and chairs and any other equipment must be returned as instructed at the Hired venue.
- In recognition that all facilities are located in residential areas, all functions must end at 12.00am and all guests must exit the venue by no later than 1.00am.
- To allow time for cleaning and pack up of Hirer's goods the venue can be booked until 2am.
- More than one group may be sharing the Venue and facilities during the period of hire. Please cooperate with other hirers and ensure your activities do not negatively impact on them.
- Children should be supervised at all times.

10. Insurance

- The Hirer is responsible for the insurance of all items brought into the Venue by the Hirer.
- Activities that meet the criteria for the 80% subsidy or Private Hire categories, upon payment of the Hire fees, will be covered by the Council's General Public Products Liability Insurance Policy.
- All other Hirer's shall be responsible for their own public liability insurance in respect to the Hirer's use and occupation of the Venue and shall at all times whilst hiring the Venue keep current a Public Risk Policy for an amount not less than twenty million dollars (\$20,000,000.00) per claim in the name of the Hirer with a solvent and reputable company. Upon request, the Hirer shall deliver to the Community Facilities Officer a copy of such policy no less than two weeks prior to the commencement of Hire.

11. Security of the Venue

- It is the Hirer's responsibility, at all times, 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 the doors to a Venue unlocked and unattended at any time throughout the period of Hire.
- Rooms and buildings are to be correctly locked and armed before any departure.
- Random inspections of the hire facilities may occur as part of the Council's after-hours security process.

12. Hirer's Employees and Agents

- All persons engaged or employed by the Hirer in connection with the Venue Hire must comply with the provisions of the *Terms and Conditions of Hire* and the Hirer agrees to accept

responsibility for any failure on the part of their agents, employees, volunteers or contractors to observe and comply with these provisions.

- The Hirer must ensure that all agents, employees and contractors are familiar with the requirements of any applicable occupational health and safety legislation.
- Hirers are responsible for the safety of all persons present during the period of hire.
- The Community Facilities Officer shall have the right to require any persons provided by the Hirer to carry out their reasonable directions in relation to the Hire.

13. Electrical and Mechanical Equipment Inspection

- If the Hirer wishes to use their own electrical devices or equipment, it must be tagged in compliance with AS/NZS3100. It is the Hirers' responsibility to inform all services providers of this Condition of Hire. Upon request, all electrical equipment shall be submitted for inspection by the Community Facilities Officer who will refuse to allow the use of noncompliant equipment.

14. Alcohol

- Security Guards are required to be present at any event where alcohol is being served, and will be organised by Council staff, at the Hirer's expense, as a part of the Hire process. This is to ensure the safety of property, guests and the public attending events in a Council Venue for Hire. Further conditions may apply.
- If selling alcohol, the Hirer is responsible for securing a liquor licence and displaying it at the function. Contact the Office of Liquor and Gambling on 131 882, or visit www.olg.sa.gov.au.
- No alcohol is to be consumed or taken outside of the premises during the Hire period. This includes car parks, laneways, roads or parklands surrounding the premises.

15. Venue Care and Cleaning

- Confetti, adhesive tape, nails, tacks, sparklers or other equipment which may cause damage to the facility, are not permitted inside or outside any Council Venue for Hire.
- Cleaning of all areas of the Venue is the responsibility of the Hirer.
- The Hirer is required to supply all cleaning products and cleaning equipment (eg. cloths, mop, detergents, garbage bags, vacuum cleaner, etc.).
- The premises, including toilet facilities, furniture, fittings and all other equipment, are to be returned cleaned and undamaged to their designated storage place/s as instructed in the *User Guide* provided.
- Spills are to be cleaned immediately, in order to prevent damage to facilities.
- The Council should be advised of any breakages or problems with equipment, experienced by the Hirer, in writing no later than 5pm on the next business day following the date of Hire (email is accepted). Please send notification and photo of breakage or equipment issue to the Community Facilities Officer via the email address paynehamcommunitycentre@npsp.sa.gov.au
- Hirers are not to move or dismantle any semi-permanent infrastructure installed in the Venue.

- Hirers of Council's Venues are requested to consider ways to minimise environmental impacts through water conservation, careful energy usage and appropriate waste minimisation and recycling practices. For further information please contact the Council on 8366 4555.

16. Rubbish Removal

- Hirers are to remove and independently dispose of all rubbish which is in excess of the supplied kitchen bins at each Venue.
- The Hirer will be liable for any incurred excess waste removal costs.
- If the cleaning of the Venue is not to the Council's satisfaction or any damage has resulted from the Hirer's cleaning, the Hirer will become liable for any additional costs incurred to restore or repair damage.

17. General Conditions

- The control of all Community facilities/halls is vested with the Chief Executive Officer, or his nominee, who shall have access at all times.
- Hirers, at all times, are subject to the direction of authorised personnel of the City of Norwood Payneham & St Peters.
- It is the responsibility of the Hirer, prior to occupation, to determine whether the Venue is fit for intended use.
- Hirers shall conduct and manage their function at all times in an orderly and lawful manner.
- Hirers are personally responsible for ensuring that NO breach of the Music Broadcasting Copyright Act takes place on Council property.
- The Hirer must comply with and give all notices required by any Act of Parliament, Ordinance, Regulation or By-law relating to an activity.
- Hirers are required to provide all their own resources, including catering, stationery, signage and any other resources associated with the successful management of the function or event.
- Smoke machines may not be used or any fires lit inside the buildings as these actions set off the smoke alarms. In the event that the smoke alarms are activated onsite and the Metropolitan Fire Service is in attendance, Hirers will be billed for the associated fee.
- Electrical installations in the facilities/halls are not to be interfered with under any circumstances. Should a power failure occur, a Hirer must contact the after-hours phone number provided in Section 19 in the Terms & Conditions.
- 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.
- The Hirer shall agree that in the event of any third party sustaining bodily injury or damage to property during the currency of the term of hire, arising out of the activities subject to the hire agreement, the Hirer shall accept full responsibility and discharge their claim in full.

- The Council accepts no responsibility for loss or damage, which may occur to Hirers' goods or equipment left on Council premises prior, during, or after the period of Hire.
- Smoking is not permitted inside any part of the Council Venue (including the toilets).

18. Emergencies

- In case of an emergency follow the emergency procedures supplied and displayed on site.
- Hirers must be aware of fire exits and emergency evacuation procedures prior to commencement of their function/event and must inform their guests of these procedures.
- Hirers must observe the locations of, and the instructions on, extinguishers and fire blankets, prior to a function or event.
- Emergency Exit Doors must be kept clear and remain accessible at all times throughout the function.

19. After Hours Contact

- The after-hours contact number for the Council is **8366 4599**.
- Hirers will be charged a call out fee, unless the call out is due to a malfunction of Council equipment and infrastructure.

Breaches of any of these Terms and Conditions may result in forfeiture of the security bond or termination of use of the venue.