

Room Hire Terms and Conditions

A. DEFINITIONS

“Booking” means the date(s) and time(s) nominated by the Hirer on the Hirer’s application form and agreed with Council

“Council” means the City of Marion

“Venue” means the Park Holme Library

“Room” means the room or space nominated by the Hirer on the Hirer’s application form and described in Schedule 1

“Emergency Procedures” are set out in Schedule 2

“Equipment” means the devices and furniture that are available for each room as set out in Schedule 1

“Hirer” means the person or organisation nominated on the application form

1. USE OF ROOM:

The room may be used for commercial and community use including but not limited to meetings, seminars, conferences, training, performances and exhibitions.

2. PERMITTED USE OF ROOM:

The Hirer must only use the Room for the use set out in Schedule 1 and in accordance with the Terms and Conditions of Hire. The Council does not take responsibility for the Room or space if it is not fit for purpose.

3. HIRE FEES:

Hire Fee - The hire fee is calculated pursuant to Schedule 1 and must be paid by a method set out in the application form upon making an application to book a room. General charges for room hire will be determined by the City of Marion as part of Council’s annual fees and charges schedule. Hire fees may at the discretion of the City of Marion vary from time to time.

For all other rooms the total hire fee must be paid when Room Hire Agreement form is lodged.

Bookings are only confirmed once Room Hire Agreement form is lodged and payment received.

4. CANCELLATION AND TERMINATION:

Cancellation - If the Hirer gives written notice of cancelling

a) more than 90 days prior to commencement of the Hire Period, the Hirer may cancel the agreement, and all moneys paid by the Hirer to the Manager will be refunded by the Manager to the Hirer, except for the deposit.

b) less than 90 days but more than 30 days prior to commencement of the Hire Period, The Hirer shall still be liable to promptly pay 50% of the fee specified in Room Hire Agreement form.

c) less than 30 days prior to commencement of Hire Period, the Hirer shall still be liable to promptly pay 100% of the fee specified in the Room Hire Agreement form.

Council may cancel the booking at any time at its sole discretion without recourse by the hirer. If Council cancels the booking, the

hire fee will be fully refunded unless the cancellation is due to a breach of these Terms and Conditions of Hire by the Hirer and / or the Hirer’s invitees and guests.

5. ACCESS, SECURITY AND EMERGENCIES:

The Hirer must include set up and pack up time in their room booking application. The Hirer must not access the Room outside of the Booking including for set up and pack up.

Emergencies – The Hirer must be aware of the Emergency Procedures as set out in Schedule 2 and nominate a person to be in charge of complying with the Emergency Procedures in the event of an emergency. Further, all emergency exit doorways and passageways must be clear and unobstructed at all times.

6. GENERAL CONDITIONS:

Full Compliance – The Hirer must ensure that all invitees and guests of the Hirer strictly comply with these Terms and Conditions. Enjoyment and respect of others – The Hirer must keep noise levels reasonable and must not cause a nuisance or be offensive.

Appearance and cleanliness – The Hirer must keep the room clean and tidy at all times. More specifically, immediately before the Booking concludes, the Hirer must clean and wipe down table tops, benches and like surfaces, and remove all rubbish and waste from the Room to appropriate bins (if there is excessive rubbish and waste, the Hirer must dispose of the same appropriately at the Hirers expense).

Cleaning – The Hirer is liable for any additional cleaning costs if the Room is left in an unclean state on a cost recovery basis.

Set up and pack up – The Hirer is responsible for setting up the Room including the Equipment and then returning it to its original location within the Room, unless Council has agreed otherwise. The Hirer must not drag any Equipment across the Room and must move all Equipment safely.

Additional furniture and things – Additional furniture and things other than small items and stationery cannot be brought into the Room unless prior consent is given by Council. Anything brought into the Room by the Hirer must be removed from the Room within the time of the Booking.

Flammable substances and poisons – Flammable substances and poisons are prohibited from the Venue unless prior written consent is given by Council. Fire extinguishers are only to be used for intended purposes.

Smoking – All City of Marion premises are smoke free. The use of smoke machines is prohibited in the Venue.

Storage – Storage of any nature (long or short term) is not available.

Venue capacity - Occupancy numbers in the Room must not exceed Room capacity as set out in Schedule 1.

Gambling and illegal activity – No gambling or illegal activity is allowed. For the avoidance of doubt, illegal activity includes but is not limited to breaches of food related legislation. Should the Hirer’s use of the Room involve the sale of food, or other

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food handling activities, then the Hirer must obtain prior written approval from Council's Health Services.

Work Health and Safety (WH&S) and emergency services call-outs – The Hirer must use the Room in a safe manner and keep all invitees and guests of the Room safe. The Hirer is liable for all costs associated with emergency services call-outs including the fire brigade resulting from a call by the Hirer or the Hirer's use of the Room.

No transfer – The Booking cannot be transferred in part, or in whole or assigned to another hirer.

Damage – The Hirer is liable to reimburse Council for any damage done to the Room or Equipment on a cost recovery basis.

Incident, damage and potential controversy reporting – The Hirer must promptly report to Council by calling telephone number 8375 6755 any complaint or incident including but not limited to any injury, food poisoning, allegation of theft or criminal activity, security risk or anything likely to cause controversy and any damage done to the Room or Equipment.

Publicity and display of material – Any material to be publicly circulated and displayed by the Hirer in relation to use of the Room must first be approved by Council in writing.

Promotion and other costs – Council is not responsible for promoting the Hirer's use of the Room or liable for any cost associated with this use unless otherwise agreed.

7. INSURANCE:

The Hirer must be the holder or be covered under a current public liability insurance policy for a sum insured of not less than 10 million dollars, underwritten by an insurer authorised to conduct insurance business in Australia. A copy of a "Certificate of Currency" must be provided at time of booking confirmation.

The Venue accepts no responsibility for the theft of, or damages to any of the Hirer's equipment, property, or other items whatsoever including the personal property of persons in the Venue and as such the Hirer is to insure against fire, theft, burglary and all relevant risks, all goods and equipment belonging to the Hirer that are brought to the Venue.

8. RELEASE AND INDEMNITY:

Release – Council is not liable for any loss, damage, death or injury suffered or sustained by the Hirer or any guest or invitee of the Hirer in connection with the use of the Room and the Hirer releases Council from all liability for any such loss, damage, death or injury.

Indemnity – The Hirer indemnifies and holds harmless the Council and its employees, agents and invitees against all claims resulting from any loss, damage, death or injury suffered or sustained in connection with the use of the Room.

Settings – All Equipment and Rooms must be returned to standard settings and/or the condition to which it was hired.

9. PERMITS & STATUTORY OBLIGATIONS:

Copies of relevant permits and licences are to be provided to Council prior to the booking.

Liquor – In accordance with the provisions of the Licensing Act 1997, a Limited Licence must be obtained for the supply of liquor at a function where either :

a) The cost of liquor is to be recouped by imposing an admission/cover charge on those attending the function or

b) Liquor is to be sold or consumed on the premises.

It is the responsibility of the Hirer to arrange a relevant Limited Licence, a copy of which must be lodged with the City of Marion no less than 14 days prior to the function. Limited Licences are available from Consumer and Business Services, Chesser House 91-97 Grenfell Street ADELAIDE 5000. The Hirer must take the licence to the function.

No interference – The Hirer must not interfere with or alter any of the electrical installations, lighting, sound systems or other technical instruments.

SCHEDULE 1 – Details of meeting and multi-purpose rooms at Park Holme Library

SCHEDULE 2 – Emergency Procedures for Park Holme Library

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DATE / / _____