

TERMS AND CONDITIONS OF HIRE – COUNCIL FACILITIES

This document sets out the general Terms and Conditions of hire that apply to any regular hire or casual hire of any Council facility. Any breach of these Terms and Conditions by a hirer may result in Council taking appropriate action. This may be by way of cancellation, partial or complete forfeiture of the bond, and restrictions on future bookings.

Making a payment for hire implies acknowledgement and acceptance of these Terms and Conditions.

Definitions

“Booking” means the request for and use of a facility on a regular or casual basis.

“Council” means Campbelltown City Council.

“Facility” means parks or reserves, community halls and meeting places, ovals, courts and pitches and library facilities within the Council area.

“Hirer” means the person or group/organisation nominated in the booking, and includes the employees, contractors, agents, customers and other invitees of the Permit Holder and all operators and service providers involved (directly or indirectly) with the Hire Agreement.

“Regular” hire means a weekly, fortnightly, monthly or periodic hire of the same facility

“Casual” hire means a once off or ad hoc hire of a facility for a specific occasion or event.

“Hiring Officer” means the Council Staff Member that will be giving approval for any use of any Council facility.

1. General Conditions of Hire

- 1.1 Consideration of residents must be given and the hirer is required to ensure that noise is always kept to a reasonable level including when arriving and departing from a facility.



- 1.2 Campbelltown Function Centre, Magill Community Centre and Athelstone Community Hall all have a noise control device fitted. Please see the detailed information provided for each particular venue within the online booking system.
- 1.3 A hirer must report any incident, accident, vandalism, damage or breakdown of equipment, security or access issues and any plumbing, gas or electrical problems by calling Council's Customer Service on 8366 9222 between 8.45am and 5.15pm Monday to Friday or Council's After Hours Call Out on 7071 3701 outside of these times.
- 1.4 Access to the facility, including deliveries and contractors, is restricted to the hours stated on the booking.
- 1.5 A hirer agrees that Council may retain costs from the bond incurred from the hire. This may include, but is not limited to, extra cleaning requirements, security call outs, fire service call outs, damages and lost or stolen items.
- 1.6 The Hiring Officer or Council Staff Member has access to a facility at any time during hire.
- 1.7 Any direction from the Hiring Officer or other Council Staff Member in relation to hire of Council facilities, written or verbal, must be adhered to. This includes information forming part of a facility induction, facility instruction and signage.
- 1.8 A hire agreement is likely to be revoked by Council if the hirer fails to comply with any condition of hire.
- 1.9 Where alcohol is present and an event is charging an entrance fee, allowing the serving or purchase of alcohol or holding a raffle or similar where there is a commercial gain or financial benefit, it is the responsibility of the hirer to arrange a Limited Liquor Licence via Consumer and Business Services website www.sa.gov.au/topics/business-and-trade/liquor/apply/short-term.
- 1.10 All reasonable precautions must be made to avoid damage to, or loss of, Council owned property, flora and fauna or any services provided, in or about any facility.



- 1.11 The confirmation of booking to use any Council facility shall not imply any approval of the Council to the hirer to improve or add fixed facilities to the external venue, any such project shall require the written approval of the Council before commencement.
- 1.12 For Council external facilities such as ovals and reserves, activities shall cease at 10.00 pm on any day on which hire has been approved.
- 1.13 For Council external facilities, Council reserves the right to refuse hire to the permit holder, at any time, due to inclement weather, catastrophic fire danger and/or the impact on the condition of the external venue surface.
- 1.14 Council reserves the right to change the Terms and Conditions of Hire, and any agreements relating to facility hire, at any time.

2. Facility Hire and Availability

- 2.1 Council's facilities are available to hire seven (7) days per week (subject to availability).
- 2.2 Facilities that offer private functions, such as halls, have access restrictions as defined in the online booking system. No booking is to exceed Midnight, and any music must cease at this time.
- 2.3 Bookings are restricted to the room, hall or meeting room space described and do not allow access to any adjacent areas, including, but not limited to, ovals.
- 2.4 Bookings are not transferable.
- 2.5 Council does not provide recommendations for any third parties including, but not limited to, caterers, party planners, hire companies and similar. This is the responsibility of the hirer to investigate and engage an appropriate service for their own individual needs and requirements.



3. Bookings for Facility Hire

- 3.1 The Hirer must be aged eighteen (18) and over and is responsible for payment of hire and bond and any other charges that may be incurred.
- 3.2 Bookings must be submitted at least seven (7) days prior to hire.
- 3.3 Bookings can be made up to twelve (12) months in advance.
- 3.4 Additional information may be requested prior to confirmation of a booking and failure to provide the information may result in cancellation of hire.
- 3.5 Providing false or misleading information may result in cancellation of any booking.
- 3.6 Council must be advised prior to hire of any hire equipment being brought into a facility. The delivery and collection is the responsibility of the hirer and arrangements must be made with the Hiring Officer to ensure that this arrangement does not impact cleaning or other users of a facility.
- 3.7 Any cooking that is to occur outside of the kitchen of any facility, apart from a facility that has an allocated outdoor area to do so, must be approved by the Hiring Officer prior to confirmation of hire. The ground outside any facility must always be protected from spillages and leakage from outdoor cooking equipment. The use of charcoal BBQ's, smoker boxes, kettle BBQs and Tandoors is strictly prohibited in any indoor facility. If permission is given to use any of the above appliances outside of the kitchen, the disposal of the charcoal and similar must be undertaken responsibly and use the bin, where supplied, to do so.
- 3.8 Requests for jumping castles and similar activities must be included at the time of booking. Delivery arrangements, floor protection and ceiling height must all be taken into consideration. The Insurance and Engineers compliance Report of the third party provider must be supplied at the time of booking, where applicable.



- 3.9 Facilities with ovals adjacent must be booked separately and underground irrigation will be marked out by Council Staff to protect from damage. Sandbag weights rather than pegs are the preferred option.

4. Fee and Payment Information

- 4.1 Making a payment for any hire implies acknowledgement and acceptance of all Terms and Conditions relating to hire of a Council facility.
- 4.2 Payment is made by credit card via the online booking system. Acceptance of any other payment method will be at the discretion of the Hiring Officer.
- 4.3 All casual hire fees are due when the booking has been confirmed and bond fees or any other applicable fees must be paid in full fourteen (14) days before the booking date, unless otherwise agreed with Council. If payment is not received by this deadline, the venue will be released for hire in the online booking system.
- 4.4 All Regular hirer booking fees are due fourteen (14) days prior to the booking date. For example, bookings for May will be due in mid-April. If payment is not received by this deadline, the venue will be released for hire in the online booking system.
- 4.5 Regular hirers with accounts outstanding for greater than thirty (30) days will not be able to apply for future bookings.
- 4.6 Regular hirers with outstanding accounts greater than ninety (90) days will receive a letter and if the debt is not paid within ten (10) business days, it will be sent to debt collection.
- 4.7 The hirer will be responsible for any additional expenses incurred by any event or hire which may include extra cleaning, property damage, after hours call out staff, security, fire call outs as well as lost access cards or keys.



- 4.8 Campbelltown Function Centre is the only facility that offers early access, where available, the day prior from 1pm or 6pm, with an additional fee applicable, taking into account other hire and cleaning requirements.
- 4.9 Council's Schedule of Fees and Charges are reviewed and published yearly and are available at www.campbelltown.sa.gov.au/fees. Fees and charges are adopted in April each year and updated and valid in the online booking system for bookings from 1 July.
- 4.10 All payments for library facility bookings must be made in full at the time of booking confirmation. If the booking is cancelled, a fee of 20% of the total booking fee will be retained.

5. Hire Fee Waiver and Grant Applications

- 5.1 Reduced fees, subsidies and grants may be applied to the hire of facilities, where the hirer meets the criteria and is eligible in line with Council's policies. Applications will be assessed prior to confirmation of any booking and may take up to seven (7) days. Further information on this is available at www.campbelltown.sa.gov.au/grants.
- 5.2 If fees are reduced or waived, Council may request that a bond remain payable, where applicable.

6. Bond Conditions

- 6.1 A bond is payable fourteen (14) days prior to the date of the booking. A bond will not be required for a regular hire of a facility.
- 6.2 All, or a portion of a bond, may be retained at Council's discretion where terms and conditions of hire are not met.
- 6.3 Bonds are refunded following hire and inspection of a facility via the online booking system. The funds will be returned to the card used for the original payment, where applicable.



7. Refunds and Cancellations

7.1 For private hires, all requests for cancellations must be received via the online booking system or in writing to facilities@campbelltown.sa.gov.au.

7.2 The timeframe for cancellation will take effect from the date that Council receives your request.

7.3 Cancellation fees apply to bookings as detailed below:

Over 60 days notice – 100% of the hire fee will be refunded (bond refunded 100%)

30–60 days notice – 75% of the hire fee will be refunded (bond refunded 100%)

15–30 days notice – 50% of the hire fee will be refunded (bond refunded 100%)

Under 14 days notice – no refund of hire fee (bond refunded 100%)

Frequent cancellations for both regular and casual hire may lead to new bookings not being confirmed.

7.4 Any claim for a full refund due to extenuating circumstances must be in writing to facilities@campbelltown.sa.gov.au and will be referred to the Manager Customer Experience for consideration.

7.5 Regular hirers must advise of cancellations as soon as possible prior to the scheduled hire. Regular hirers are encouraged to manage their own bookings via the online booking system and make any changes, additions or deletions as required, subject to availability.

7.6 If Council cancels a booking due to maintenance or issues with a facility, it will offer a relocation, alternative facility or date, or a full refund of both hire and bond.

7.7 Library bookings can be cancelled at any time and a fee of 20% of the total booking fee will be retained.



- 7.8 For Council external facilities, a refund will not be processed on any fees paid which have resulted from circumstances outside of Council's control (e.g. weather events).

8. Public Liability Insurance

- 8.1 Any hirer agrees to indemnify the Council and its employees and officers and/or representatives against any legal actions, expenses, claims, damages, charges and costs that may arise from any activities associated with the Hire Agreement or any breach of the Hire Agreement's Terms and Conditions.
- 8.2 Regular hirers must supply Council with a current and valid certificate of currency for public liability insurance with a minimum of twenty million dollars (\$20,000,000) prior to commencement of any hire.
- 8.3 The hirer is responsible for insurance to cover their own property, equipment and goods that are used, left or stored in any Council facility. Council is not liable for loss, damage or theft of any property, equipment or goods that are owned by any hirer or any third party engaged by the hirer.

9. Viewing and Inductions of Council Facilities

- 9.1 Viewings and inductions of Council facilities for hire are conducted by the Hiring Officer during business hours, subject to both facility and Staff availability.
- 9.2 Hire information is available on request and is also located in the online booking system via Council's website
www.campbelltown.sa.gov.au/hire-facilities.

10. Access Cards and Keys

- 10.1 Access to the facilities is subject to understanding and meeting all hire requirements.
- 10.2 Access cards and keys are to be collected the business day prior to a weekend booking or a day prior for a weekday booking for private functions.



- 10.3 Additional information will be provided once the access cards and keys are collected to assist with hire and gives specific instructions and advice on any individual facility.
- 10.4 Access cards and keys are to be returned following hire either via the afterhours chute which is located to the left of the Council Office front door or on the morning of the first business day following hire.
- 10.5 If an access card or key is lost or damaged, please advise Council immediately. A fee will be charged for replacement.
- 10.6 Access cards and keys are only to be used during the booking time given for access to any facility.
- 10.7 Under no circumstances should any hirers copy or distribute keys for facilities as this will result in immediate termination of the Hire Agreement and rejection of any future Hire Agreement Application.
- 10.8 Regular hirers can pay a key bond, as per the schedule of fees and charges, and sign a key loan form to be given a key for access to allow them to access the facility they have booked without the need to come into Council Office prior to each hire.

11. Cleaning, Rubbish Removal, Storage and Security

- 11.1 It is the responsibility of all hirers to clean up the facility immediately following their hire. Failure to do so may result in an extra charge for cleaning. Cleaning includes the kitchen area, where applicable, benches, floors, appliances, and draining and removal of food scraps from the dishwasher.
- 11.2 All rubbish must be placed in the bins provided. If the bins are filled, rubbish can be bagged and placed alongside the bins to await collection. This includes empty bottles and cans placed in boxes. Where supplied, please ensure that recycling and green waste disposal is supported.
- 11.3 Glass breakages, food and drink spills and similar must be cleaned up immediately. Any damage to facilities will be charged as per the Schedule of Fees and Charges.



- 11.4 Rubbish must be removed from outside the facility such as discarded food and drink items.
- 11.5 Floors must be swept, mopped and/or vacuumed, where applicable, tables and chairs wiped down before being returned to their correct storage location area.
- 11.6 Cleaning equipment is provided in each facility which includes mop, bucket, broom, dust mop, dustpan and brush and, where applicable, vacuum cleaner.
- 11.7 Hirers are required to provide their own cleaning products and cloths. No chemicals are stored in any facility, and only plain warm water should be used on timber flooring.
- 11.8 There is limited storage in the facilities which is only available to some regular hirers, when available. No items can be left in halls due to private functions and other user access.
- 11.10 Where applicable, all audio visual and sound system equipment is returned to the storage area and docking/charging stations, including cabling and attachments. Any loss of these items may be deducted from the bond for replacement.
- 11.11 Any signage placed outside of a facility must be given approval prior to displaying and ensure that it complies with Council's By-Laws at www.campbelltown.sa.gov.au/bylaws.

12. Safety, Fire and Evacuation

- 12.1 All facilities are strictly non-smoking and vaping areas.
- 12.2 The use of smoke, fog, ice or haze machines, naked flame candles or incense, indoor fireworks and sparklers are strictly prohibited in all facilities to prevent fires and alarm activations. Any use of these items resulting in damage or the activation of alarms will be at the cost of the hirer.
- 12.3 Safety and Evacuation Plans are displayed throughout all facilities. Hirers are responsible for ensuring that they are aware of these plans.



- 12.4 Electrical equipment bought into any facility must be tested and tagged for any item over twelve (12) months old prior to use.
- 12.5 During any hire, the hirer must comply with any applicable industry or health and safety standards in relation to the activity. Any activity must be carried out in conducted in a safe and responsible manner.

13. Complaints Relating to Hire

- 13.1 If a complaint is received regarding a hirer's conduct or an event, the Hiring Officer or Council Staff Member will investigate. Valid complaints may result in the cancellation of future bookings and forfeiture of bond paid.
- 13.2 Unacceptable behaviour may lead to the cancellation of a hire booking.

14. Major or Special events

- 14.1 The hirer acknowledges and agrees that the venue may be used for special or major sporting, community or other events organised or secured by Council from time to time.
- 14.2 The hirer must accommodate special or major sporting, community or other events that may occur due their hire time (and vacate the venue for the duration of the event, if required) following a request from Council in writing to do so, provided at least fourteen (14) calendar days' notice is given.
- 14.3 Council will make reasonable efforts to relocate the hirer to an alternative facility determined appropriate by Council for the duration of the affected hours, if applicable where the hirer has not made alternative arrangements, noting that relocation is not guaranteed.
- 14.4 If Council cannot and does not relocate the hirer during the affected hours, Council will refund to the hirer the fee that would otherwise have been payable for those hours.

- 14.5 The hirer may not make any claim against Council arising from or in connection with any special or major sporting, community or other events of the venue not being available for the hirer's use.

Annexure

The following is **not permitted** at any Council facility and will result in cancellation of hire and/or forfeiture of bond or incur additional costs:

- Polish or floor cleaner on any timber surface
- Confetti, glitter or similar materials
- Smoke or fog machines or similar, candles, incense or pyrotechnics
- Blutac, double sided tape, pins, nail or tacs in walls or on glass
- Overnight stays
- Activities after Midnight
- Hen's, Buck's or 18th Birthdays
- Amplification of sound other than inside any facility and this must be kept to a reasonable level. No large sound systems are permitted
- Accessing other parts of a facility not included in a specific hire
- Accessing a facility the next day to undertake cleaning
- Accessing a facility outside of the hired timeframe

The following is **not permitted** at any Council facility, **unless** prior approval has been given from the Hiring Officer or other Council Staff Member:

- Storage
- Cooking outside any kitchen facility
- Animals unless a certified assistance animal
- Signage
- Marquees, outdoor inflatable amusements or similar
- Hired items being delivered and collected
- Use of adjoining Oval (e.g. Foxfield Oval Hall)

Useful Links

Consumer Business Services – www.cbs.sa.gov.au

SA Police – www.police.sa.gov.au

CFS – www.cfs.sa.gov.au