

# Terms and Conditions – Venue Hire

## *Applicant to retain this information*

The City of Burnside (the Council) is pleased to offer a number of venues for the community to meet and engage. The purpose of the Community Centre and Council's other public spaces for hire is to support the values and provisions of the [City of Burnside Strategic Community Plan](#), including the following points outlined in the Plan:

- High quality sport and recreational opportunities and facilities that foster healthy lifestyles
- A vibrant and diverse community that has a strong sense of belonging and wellbeing.
- A safe community that values and supports its people.
- A community that can access a range of formal and informal education, information, public health and other services and opportunities to enhance their lives.

These are the key criteria which underpin all agreed hires, and all requests to hire will be measured against these criteria. Where the hire proposed for Council's venues does not meet or contravenes the spirit of these aims and values, the City of Burnside reserves the right to decline any request for hire.

The validity of a venue hire agreement is subject to:

- A. The hirer agreeing to the General Conditions of the hire agreement as contained herein.
- B. The hirer agreeing to all Hire Information and Special Conditions which the Council may determine.
- C. The hirer paying the prescribed fee or fees.
- D. The hirer providing a copy of all supporting documentation including appropriate insurance as required by either the General Conditions or Hire Information and Special Conditions.

## General Conditions of the Hire Agreement

1. The hirer agrees to indemnify and to keep indemnified the Council, its employees and/or agents against all actions, costs, claims, damages, charges and expenses whatsoever which may be brought or made or claimed against any of them arising out of or in relation to any activities under the hire agreement or arising out of breach of any condition attaching to the hire agreement.
2. Where the hirer is a business or the venue hire is associated with a revenue raising activity, incorporated body or corporate function, the hirer shall take out and keep current a public liability insurance policy in the name of the hirer insuring the hirer for the minimum sum of ten million dollars (\$10,000,000) in respect of any negligent act or omission of the hirer in relation to any activities under the hire agreement.
3. Where Council agrees to grant a hire agreement to an un-insured party for the purpose of non-commercial, non-revenue raising or private functions, applicants agree to reimburse Council the excess payable on Council's public liability insurance policy should a claim arise or be lodged in relation to the hire.
4. The hirer is responsible for insurance coverage of all their property equipment and goods that are used, left or stored in our buildings. We accept no responsibility for loss, damage or theft of anything owned by you, on loan to you or on deposit with you.
5. The hirer shall ensure that it is licensed or registered to carry out the activity authorised by the issuing of this hire agreement.
6. The hire agreement is not transferable.
7. The hirer shall comply with applicable laws and also give all notices required by any legislation relating to an activity under the hire agreement.
8. No food or drink will be offered for sale by any hirer without the prior approval of the Council.
9. Alcohol consumption will be prohibited without prior permission from Council. Council may require the hirer to engage a licenced security officer for large events or if alcohol is being

served.

10. No music system or amplified sound to be used by any hirer without the prior approval of the Council.
11. Stalls and exhibitors sites must be approved by the Council and no approved sites may be altered without the approval of the Council.
12. The hirer is responsible for setting up and cleaning the venue and associated areas and shall ensure that the hire site or sites are left in a clean and tidy condition at the end of the hire.
13. The use of power by hirers shall not exceed that agreed to and approved by the Council. Circuits are not to be overloaded.
14. All doors and windows are securely fastened and lights shall be extinguished when leaving the venue.
15. In consideration of local residents the hirer is required to ensure that noise is kept to a reasonable level at all times including when entering or departing the venue.
16. The hirer is required to ensure compliance with the safe operating procedures provided and displayed on site for the operation of Council's equipment.
17. Access to the venue, including deliveries and contractors, is restricted to the hours stated on the hire agreement unless by prior arrangement and confirmation in writing from Council. An inducted person for the hire must be present at all times whilst the venue is being accessed by you, your representatives, contractors, guests or attendees.
18. The control of our buildings is vested in the Chief Executive Officer or his nominee who shall have access to them at any time. Any instructions issued to you regarding use of the premises must be obeyed.
19. If a private event is found to be promoted on any social networking site as a public or open invitation event the hire may be cancelled by Council without notice or recourse.
20. A hire agreement is liable to be revoked by Council if the hirer fails to comply with a condition of the hire agreement or may be revoked in any other justifiable circumstance.
21. The City of Burnside reserves the right to change the Conditions of Hire and any agreements entered into regarding hire at any time.
22. Animals shall not be brought into the premises unless they are an accredited assistance dog, or otherwise approved by Council.

## Hire Information and Special Conditions

### Venue Hire Times and Availability

Our range of venues are generally available to hire 7 days a week (subject to availability) including most public holidays and long weekends between the hours of:

- Burnside Community Centre: 9 am – midnight Monday to Sunday.
- Burnside Ballroom: 8.30 am – midnight Monday to Sunday.
- Glenunga Hub: 6 am – 10 pm Monday to Sunday.
- Dulwich Community Centre: 9 am – 9 pm Monday to Thursday, 9 am – 6 pm Friday to Sunday.

Access outside of these hours will be monitored and may be charged as additional hire time accordingly.

### Venue Enquiries and Tentative Bookings

Venue enquiries may be made online at [www.burnside.sa.gov.au](http://www.burnside.sa.gov.au) or by calling 8366 4200. Tentative bookings may be held for a maximum period of 14 days. Where the booking date occurs in less than 14 days' time, no tentative booking period shall apply.

## Application to Council

A request for venue hire will be reviewed upon submission of a Venue Hire Application form available from [www.burnside.sa.gov.au](http://www.burnside.sa.gov.au). A tentative booking is required to be made prior to submitting a venue hire application form. Council will contact the applicant within one week of receipt of the application.

*Note: The completion of the Venue Hire Application form and submission of all applicable supporting documentation forms part of the Terms and Conditions for venue hire.*

## Fees and Payments

- Fees and Charges for venue hire are reviewed and published annually and are available on the City of Burnside website: [www.burnside.sa.gov.au](http://www.burnside.sa.gov.au). Waivers, Discounts and Subsidies for venue hire may be applicable as outlined in Appendix 1.
- Once an invoice has been issued, payments may be made at Civic Centre Customer Service Desk by cash, cheque, EFTPOS, Visa or MasterCard, or over the phone by Visa or MasterCard by calling 8366 4200 and quoting the Booking ID between 8.30 am – 5 pm Monday to Friday (excluding public holidays). Note: there are no payment facilities at the Glenunga Hub or Dulwich Community Centre.
- All hire fees, bond, or any other applicable fees must be paid in full a minimum of 30 days prior to the date of hire or as otherwise agreed with Council. Immediate payment in full is required for bookings made within 30 days of the hire date.
- A 25% non-refundable deposit (or as negotiated) may apply to venue bookings. Where a non-refundable deposit applies, it is payable a maximum of 14 days from the invoice issue date.
- Amendments to dates, times, location etc. of any existing booking is subject to availability and may incur an administration fee.
- Any extra cost incurred to Council with respect to a hirers event such as but not limited to, extra cleaning, damages to property, staff, security or emergency services (MFS) call outs, lost or stolen items including access cards and keys may be passed onto the hirer. Where a bond has been paid, the costs may be recouped by retaining all or part of the bond. Where costs incurred are more than the bond amount, or no bond is held Council may seek reimbursement from the hirer.

## Bond Conditions

- The applicable bond is payable for bookings no less than 30 days prior to the hire.
- All or a portion of the bond may be retained at our discretion.
- Council reserves the right to employ contractors/staff to rectify any breach of terms and conditions without notifying the hirer in order to minimise the impact to other hirers.

## Refunds and Cancellations

- A full refund may only be considered where a booking is cancelled more than 30 days before the hire date. After such time a portion of the hire fees may be retained using a sliding scale as follows:

Period of notice	Cancellation Fee
> 30 days	Full refund except where a non-refundable deposit applies
15 – 30 days	25% of the hire fees
7 – 14 days	50% of the hire fees
< 7 days	100% hire fees

- In any circumstance where a non-refundable deposit was requested for the booking, this deposit is forfeited upon cancellation of the booking.
- The period of notice for the cancellation will take effect from the date and time Council receives your request for cancellation in writing. The preferred email address for cancellation requests is [facilitiesmail@burnside.sa.gov.au](mailto:facilitiesmail@burnside.sa.gov.au). Council will confirm receipt of your cancellation request in writing within two business days.
- Any claim for refunds under extenuating circumstances will be referred to the Group Manager Community Connections or the equivalent officer for consideration.
- The method of refund is usually by electronic funds transfer to the hirer's nominated bank account. Credit card refund is available only for fees and bonds originally paid by credit card and may only be refunded to the same card used to make the initial payment. Refunds may take up to 30 days from the

cancellation date; however refund time frames may be longer where the hirer's details are inaccurate or not promptly supplied.

### Hire Agreement

- The invoice becomes the hire agreement upon payment in full and submission of all applicable supporting documentation.
- Upon payment of the invoice, the hirer agrees that the dates, times and venues listed on the invoice/hire agreement accurately reflect their booking requirements and agree to limit their access to the venues as stated.
- It is a condition of hire that you take your hire agreement and receipt with you on the day of your hire.

### Swipe Access Cards, Keys and Security

- Access to the venue may not be provided until all hire requirements have been met.
- Where staff stipulate an induction is required for the hire, the hirer must contact us two weeks prior to the hire to arrange an induction appointment. Inductions are conducted by appointment only during business hours and are subject to both venue and staff availability.
- Access card/keys must be collected up to two business days prior to hire. If a venue induction is required for the hire, access cards/keys will usually be issued upon completion of the induction.
- Access cards/keys must be returned immediately following the conclusion of the hire, unless by prior arrangement with Council. The access card/key return location for all venues (with the exception of the Glenunga Hub) is the large white mailbox fixed to the red-brick wall adjacent to the Burnside Ballroom entrance (located in the car park at 401 Greenhill Road Tusmore). The access card/key return location for the Glenunga Hub is through the Glenunga Hub Reception Desk security grill (within the building) so that the access card/keys falls through the security grill behind the raised wooden section of the reception desk.
- Access cards/keys are not to be distributed for any purpose other than access for the specific hire date, time and venue booked. Allowing other persons into the premises, or accessing the venue at any other time, under any circumstances not explicitly authorised and documented by the Council, may result in the immediate cancellation of the hire and any future bookings.

### Set Up and Pack Down

- Set up and pack up of the venue, the equipment and furniture is the responsibility of the hirer. There is no resident caretaker.
- Any equipment, decorations or personal items are to be removed from premises at the conclusion of the hire unless by prior arrangement. Any goods left behind will be handled in accordance with Council's [Lost and Found Property policy](#).
- Please refer to the 'Special Activities' list for items, decorations, appliances and activities that are not permitted to be used in the venue or may require prior approval.

### Housekeeping, Rubbish and Cleaning

- The hirer shall ensure that any breakages of glass or spillage of food or drink are cleaned up immediately.
- All litter resulting from hire of the venue must be removed from the venue. Rubbish and recycling bins are located onsite. Bins are not to be overfilled. Fines/fees may apply where waste is not disposed of in designated bins or where recycling bins have been contaminated with general waste.
- At the completion of any hire, all floors must be swept, tables, chairs and other furniture placed in their original positions and all areas cleaned to the satisfaction of Council. Failure to do so may result in cleaning fees being charged.
- In kitchens, a sterilising agent is required to be used on bench tops. Hirers are responsible to provide cleaning products and cloths.

### Advertising Banners and A-frames

- Advertising banners or A-frames of any kind are not to be erected on council property under any circumstances unless by prior approval of council.
- Application for approval for banners to be hung on Council's three designated road-side banner

locations may be sought by completing a [Banner Booking Request form](#) available on the City of Burnside website or by contacting Customer Service Staff on 8366 4200. Banners at these locations must be erected and taken down by Council staff only.

### Safety, Fire and Evacuation

- All venues are strictly non-smoking.
- Smoke/fog/haze machines or similar, candles and incense are not permitted to be used in any venue as they may set off the fire alarms.
- Instructions on safety and fire evacuation and procedures will be provided to you at the time of induction and also displayed throughout the venue. All instructions provided at the venue induction form part of the terms and conditions of hire. It is the hirer's responsibility to ensure that they are aware of these instructions and that they are followed at all times.
- Children under the age of 18 years must be under the direct supervision of an adult at all times.
- All electrical equipment that is more than 12 months past its original purchase date must be tagged and tested and bear a current test tag. This includes any equipment brought onto the premises by the hirer, their contractors, or event attendees/guests.
- Use of non-electrical equipment may require submission of service reports showing the most recent service date and outcomes to the Council prior to approval of the hire. This includes equipment hired from third parties.

### Complaints Received Relating to a Hire or Hirers Conduct

- Council will seek to ensure that hirers conduct does not prevent other from enjoying the community facilities or open space or negatively impact on the quality of life of other community members. Where a complaint is received regarding a hire or a hirer's conduct a Council Officer will undertake to investigate and mediate in the interest of the venue. Where a complaint is upheld as valid, hire bookings may be cancelled. Behaviour deemed aggressive, offensive or otherwise unacceptable may result in cancellation of the hire booking.
- Any claim for review of the decision will be referred to the Group Manager Community Connections or the equivalent officer. Cancellations will not be reinstated while this occurs.

### Storage of Items and Equipment

- Storage of items and equipment is not permitted in any venue without prior written consent of Council.
- Approval for storage of items will be subject to suitable available cupboard, locker or other area Council deems appropriate to store items that will not impact normal business, other hirers, or activities such as cleaning and maintenance of the venue. Where permission for storage is granted, storage fees may apply.
- Where permission has been granted, storage of items is at the hirers own risk.
- Where permission for overnight storage has been granted, the hirer shall ensure that the surface that the items will be stored on has been cleaned in keeping with terms and conditions, and any further instruction provided by Council staff.
- All items stored overnight shall be removed from the venue by 9 am the following morning unless by prior written agreement from Council. The inducted person for the hire is required to be onsite to open up the venue and oversee the removal of the stored items ensuring the venue is left clean, tidy and secure by 9 am.
- Storage space and keys to storage areas remain the property of the City of Burnside. Council reserves the right to enforce the removal of stored items and return of keys to storage areas at any time.
- Storage areas are to be kept neat and tidy to ensure the safety of all venue users. Items that are found not to be stored within an allocated storage locker or cupboard, such as on top of lockers, floors, or any other area not expressly agreed by Council in writing, will be treated as lost property.

## Special Activities: All Venues

Authorisation by Council permit will be required if the activity includes:

- temporary road closure
- parking on reserves or plaza
- advertising or vehicle displays
- filming or taking photographs in a public space or for commercial purposes
- operating a commercial activity or offering goods, services or products for sale from our Council premises
- cleaning or repairing vehicles,
- busking, singing, playing music, amplifying sound or entertaining in area other than the booked space
- erecting signage, banners or flags in area other than the booked space
- use of barbeques without prior written approval
- use of flames, lighting fires or igniting exploding or using fireworks/rockets
- consuming, carrying possessing or being in charge of liquor without a liquor licence
- conducting or participating in a marriage ceremony
- camping or staying overnight
- erecting obstacles, obstructions or temporary fencing

Application requirements and forms can be accessed via the City of Burnside Website

[www.burnside.sa.gov.au](http://www.burnside.sa.gov.au)

Authorisation will be required from Eastern Region Health Authority for the sale or supply of food

[www.eha.sa.gov.au](http://www.eha.sa.gov.au)

The following activities are not permitted unless by prior approval from the City of Burnside:

- Relocation of pianos or snooker tables.
- Dragging of furniture on floors.
- Use of polish or floor speed on any floor surface.
- Access to rooms not hired
- Use of furniture and equipment located within rooms not hired.
- Use of electrical and non-electrical appliances of any kind.
- Engagement of third parties or contractors to provide services on Council land.
- Use of kitchen's or kitchen appliances without prior written approval.
- Use of confetti, rice, glitter or similar materials. Rose petals are an acceptable alternative.
- Smoking or use of smoke/fog/haze generating machines.
- Use of candles or incense. Floating candles or enclosed tea light candles are acceptable.
- Use of helium balloons. Standard air filled balloons are an acceptable alternative.
- Use of adhesive tape or materials of any type, including drawing pins, nails and tacks. If suitable anchors are provided, decorations may be hung from them.
- Placement of containers, mini skips, catering vans, vehicles, marquees, amusements, structures or similar on Council land. This includes roads, car parks, plazas, grounds and reserves.
- Adjusting air conditioner temperatures to below 20 degrees Celsius.
- Opening of moveable walls where the adjacent room does not form part of the hire agreement.

## Glenunga Hub: Additional Special Conditions

The Glenunga Hub is a unique shared venue subject to additional liquor licensing, hire, noise and other restrictions as below:

- Consumption of liquor on the northern or southern sides of the building or the Webb Room is not permitted.
- Alcohol is not to be consumed outside the building after 10pm.
- External doors are not to be propped open after 10pm.
- In the instance that the entire venue has been booked, only the southern Webb Room door shall be used after 10pm. Where the Webb Room does not form part of the hired area, only the main

entrance should be used after 10pm.

- Hirers and guests are to be considerate of local residents by keeping noise to a minimum and refraining from gathering outside the building after 10pm. The gathering condition does not apply in an emergency or evacuation situation.
- Music must cease at 10pm unless otherwise negotiated and confirmed in writing by Council.
- Security guards may be required for hires booked past 10pm or at other times at Council's discretion.
- Equipment located in storage cupboards that is not a chair, table, mop, dustpan or broom is not to be removed or used in any way unless by prior written agreement by council.
- Use of marquees (or similar structures), bouncy castles or amusements, and items that penetrate the ground such as tent pegs are not permitted in the venue or surrounding grounds.
- Ovals are under lease to the School and sporting clubs in residence most of the week and they have right of use during these times. Members of the public may use the ovals whilst the school, sporting club or other permit holders are not using them; however no structures are to be erected at any time. Written permission/permits may be required for some activities.
- Vehicles are not to be driven or parked on the sporting grounds or plaza without a permit. Fines may apply where conditions, restrictions, laws or Council by-laws are breached.

*Note: If council has provided approval for any special activities or variation to terms and conditions, it is agreed that they will only apply to the date, time and location specified. Approval from council should be sought and confirmed in writing. Any approval from Council does not negate the hirer of their responsibility to comply with any legislation relating to the activity.*

## Further Information and Useful Links

City of Burnside: [www.burnside.sa.gov.au](http://www.burnside.sa.gov.au)

Consumer and Business Services: [www.cbs.sa.gov.au](http://www.cbs.sa.gov.au) or 131 882

- Liquor licencing

Environmental Protection Authority (EPA): [www.epa.sa.gov.au](http://www.epa.sa.gov.au) or 8204 2004

- [Environmental Information – Types of Noise](#)

Safe Work SA: [www.safework.sa.gov.au](http://www.safework.sa.gov.au) or 1300 365 255

- [Shop Trading Hours](#)

Government of South Australia: [www.sa.gov.au](http://www.sa.gov.au)

- [Event Safety and Compliance](#)

*Note: It is recommended that hirer's complete hazard identification and risk assessment of the event prior to the hire. Resources to assist in this process can be downloaded from the 'Event Safety' Information page on the Safe Work SA website (refer to the links above).*

## Appendix 1

### Revised Fee Subsidy Structure (Community Centre and Other Facilities)

Table 1 – Subsidy & Criteria Matrix

<i>No subsidy</i>	<i>Any non-City of Burnside resident, non-City of Burnside business or commercial operator OR any other Government individual or group</i>
<i>15% subsidy</i>	<i>Any concession card holder* entitling the holder to a concession as stipulated in clauses 9.4 and 9.5 of this Policy.</i>
<i>25% subsidy</i>	<i>Any City of Burnside resident OR any other Community Organisation, School, Not-for-Profit or Charitable Organisation.</i>  <i>Burnside-based businesses by evidence of ABN registered address or street address within City of Burnside as demonstrated at the time of booking.</i>
<i>50% subsidy</i>	<i>Community Organisation, School, Not-for-profit or Charitable Organisation AND conducts its primary activities for the sole benefit of the City of Burnside residents.</i>
<i>100% subsidy</i>	<i>Community Organisation, School, Not-for-Profit or Charitable Organisation where Council is an identified sponsor</i>

Note: applicant is only able to apply for one subsidy category

**The subsidy matrix includes but is not exclusive to the following Council Community facilities;**

*Burnside Community Centre  
Burnside Civic Centre  
Dulwich Community Centre  
Burnside Ballroom  
George Bolton Swimming Centre  
Glenunga Hub  
Community Tennis Courts*