

# Conditions of Hire: Community Venues

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These conditions govern venue hire and any agreement relating to hire of the Burnside Community Centre, Burnside Town Hall, Burnside Ballroom, Glenunga Hub, Dulwich Community Centre, and any associated meeting spaces.

Making a payment for hire implies acknowledgment and acceptance of these conditions.

Non-compliance with the conditions of hire will result in enforcement measures, which may encompass a formal warning, forfeiture of the bond, security deposit or a portion thereof, cancellation of the booking, and restriction from making future bookings.

The enforcement measures employed will be commensurate with the gravity and recurrence of any violations.

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## General Conditions of Hire

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- a. Council may require the hirer to engage a licenced security officer at their own expense for large events, if alcohol is being served, or where deemed required to mitigate risk.
- b. The use of power by hirers shall not exceed that agreed to and approved by the Council. Circuits are not to be overloaded.
- c. In consideration of residents, the hirer is required to ensure that noise is always kept to a reasonable level, including when entering and departing the venue.
- d. The hirer is required to ensure compliance with the safe operating procedures provided and displayed on site for the operation of Council's equipment.
- e. The hirer must immediately report any incident, accident, or near miss, vandalism, damage or breakdown of equipment, security or access issues, and any major plumbing, gas, or electrical problem, by calling 8366 4200 (available 24 hours).
- f. 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.
- g. An inducted person for the hire must be always present whilst the venue is being accessed by you, your representatives, contractors, guests, or attendees.
- h. The hirer agrees to reimburse council for any costs incurred resulting from the hire. This may include but is not limited to, extra cleaning costs, security call outs, fire service calls out, damages and lost items.
- i. The control of our buildings is vested in the Chief Executive Officer or his nominee who shall have access to them at any time.
- j. Any direction from Council staff relating to use of our premises, written or verbal, must be obeyed. This includes information forming part of a venue induction, venue instructions, signage etc.
- k. 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.
- l. The City of Burnside reserves the right to change the Conditions of Hire, and any agreements entered relating to venue hire, at any time.

## 1. Venue Hire and Availability

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- 1.1 Our range of venues are generally available to hire 7 days a week (subject to availability) excluding some public holidays and long weekends.
  - Burnside Community Centre: 8 am – midnight Monday to Sunday.
  - Burnside Ballroom: 7 am – 1 am Monday to Sunday.
  - Glenunga Hub: 8 am – 10 pm Monday to Sunday.
  - Burnside Town Hall: 5 pm – midnight Monday to Friday and 8 am – midnight Saturday and Sunday.
- 1.2 Venue hire is restricted to the room, hall or meeting room described in the hire agreement and does not extend to any adjacent area, including but not limited to ovals, playgrounds, foyers, corridors, and car parks.
- 1.3 Access times are restricted to the scope of hire times listed on the latest version of a confirmed hire agreement. Access outside of these times is not permitted, will be monitored, and may be charged as additional hire time accordingly.
- 1.4 Bookings are not transferable.

## 2. Application to Council

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- 2.1 Applications for venue hire will only be considered when submitted by a responsible adult aged 18 or above. The applicant will be responsible for fee payment and other charges and must be present during the agreed hire session(s).
- 2.2 Booking applications must be submitted at least 2 weeks prior to the scheduled hire.
- 2.3 Bookings may be made up to 12 months in advance.
- 2.4 Customer and function details may be shared with other parties in confidence with relation to matters effecting the venue, including ensuring the safety and security of the venues and patrons. Parties may include, but not limited to, security companies, police, and other government agencies.
- 2.5 Additional information may be requested prior to us agreeing to and confirming a booking. Failure to provide the requested information may result in cancellation.
- 2.6 Providing false information may lead to forfeiture of the bond or deposit and may result in the rejection or cancellation of the booking.

### 3. Fees and Payment Information

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- 3.1 Making a payment for hire implies acknowledgment and acceptance of these conditions.
- 3.2 Payment is by Visa or MasterCard via the online booking system. Acceptance of any other payment method will be entirely at the discretion of Council, subject to written agreement and any additional conditions outlined in that agreement.
- 3.3 Fees quoted during the tentative period of a booking are provisional only and may vary subject to assessment of the booking request.
- 3.4 A 25% non-refundable deposit may apply to venue bookings. Where a non-refundable deposit applies, it is payable upon confirmation of the booking.
- 3.5 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.
- 3.6 Immediate payment in full, including the bond and any additional services, is required for bookings made within 30 days of the hire date.
- 3.7 The hirer will be responsible for any additional expenses caused by their event, which may include extra cleaning, property damages, staff, security, or emergency services callouts, as well as lost or stolen items like access cards and keys.
- 3.8 Additional hire fees will be payable where a hirer accesses the venue outside of the times stated on the agreement.
- 3.9 Fees and Charges for venue hire are reviewed and published annually and are available on the [City of Burnside website](#).

### 4. Fee Waiver and Subsidy Applications

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- 4.1 Waivers, discounts, and subsidies may be applied to the hire of venues where eligibility criteria align with Council's policies and will be assessed by venues staff prior to confirmation of your booking.
- 4.2 The agreement to or denial of a fee waiver or subsidy may adjust the final fee payable for a booking.
- 4.3 Council may request additional information to assess eligibility.
- 4.4 Fee waivers and subsidies apply to hire fees only. Additional fees for services, equipment and the bond will not be discounted or waived.

### 5. Bond Conditions

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- 5.1 The applicable bond is payable for bookings no less than 30 days prior to the hire.
- 5.2 All or a portion of the bond may be retained at our discretion.
- 5.3 Council reserves the right to employ contractors/staff to rectify any breach of terms and conditions without notifying the hirer and to recoup the costs from the hirer.
- 5.4 Bonds are refunded via the online booking system a minimum of 7 days following the hire date. The funds will be returned to the Visa/MasterCard used to make the original payment.

## 6. Refunds and Cancellations

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- 6.1 All requests for cancellation must be received via the online booking system, or where this is not possible, in writing via email to [burnside@burnside.sa.gov.au](mailto:burnside@burnside.sa.gov.au).
- 6.2 The period of notice for the cancellation will take effect from the date and time Council receives your request for cancellation in the prescribed format.
- 6.3 Cancellation fees apply to bookings subject to the period of notice as outlined below:
  - 6.3.1 More than 30 days' notice – retention of 25% of the hire fees.
  - 6.3.2 Between 15 - 30 days' notice – retention of 50% of the hire fees.
  - 6.3.3 Less than 14 days' notice – retention of 100% of the hire fees.
- 6.4 In any circumstance where payment of a deposit applied to confirm the booking, the full deposit (normally 25% of the hire fees) will be forfeited upon cancellation of the booking, regardless of the notice period provided.
- 6.5 Any claim for refunds under extenuating circumstances must be in writing and will be referred to the Group Manager Community Connections, their delegate, or the equivalent officer for consideration.
- 6.6 We reserve the right to cancel a booking without notice in circumstances such as forced closure of the venue or concerns for safety.
- 6.7 If we cancel a booking, we may offer relocation to an alternate venue, credit, or refund of the hire fees.

## 7. Indemnity, Public Liability and Licences

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- 7.1 The hirer agrees to indemnify and keep indemnified the Council, its employees, and/or representatives against any legal actions, expenses, claims, damages, charges, and costs that may arise from or relate to any activities associated with the hire agreement or any violations of the hire agreement's conditions.
- 7.2 For business hirers, revenue-generating activities, incorporated bodies, or corporate functions, the hirer must obtain and maintain a valid public liability insurance policy in their name, for a minimum cover of ten million dollars (\$10,000,000).
- 7.3 If the Council grants a hire agreement to an uninsured party for non-commercial, non-revenue raising, or private functions, the applicants agree to reimburse the Council for any excess payable on the Council's public liability insurance policy in the event of a claim related to the hire.
- 7.4 The hirer is responsible for obtaining insurance coverage for their property, equipment, and goods used, left, or stored in our buildings. We are not liable for any loss, damage, or theft of items owned by you, loaned to you, or deposited with you.
- 7.5 The hirer shall ensure that it is licensed or registered to carry out the activity authorised by the issuing of this hire agreement.
- 7.6 The hirer shall comply with applicable laws and give all notices required by any legislation relating to an activity under the hire agreement.

## 8. Venue Inductions

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- 8.1 A venue induction is required where the hired venue has not been used before, or for 12 months or more, or where the venue team require.
- 8.2 In person inductions are conducted during business hours in the week leading up to the hire and are subject to both venue and staff availability.
- 8.3 The hirer must contact council a minimum of two weeks prior to their first hire date to schedule an induction appointment.

## 9. Swipe Access Cards, Keys and Security

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- 9.1 Access to the venue is subject to meeting all hire requirements, including submission of any supporting documentation.
- 9.2 Access cards and keys may be collected up to two business days prior to the hire. Where an induction is required, an access card will usually be issued after completing the induction.
- 9.3 Access cards and keys must be returned immediately after the hire unless there is a prior arrangement with Council.
- 9.4 Lost or damaged swipe cards or keys will incur a fee to cover the cost of replacing the card.
- 9.5 If an access card or keys are lost, stolen, or misplaced, the hirer must contact Council immediately on 8366 4200 (24 hours).
- 9.6 The access card and key return location is the large white mailbox fixed to the red-brick wall adjacent to the Burnside Ballroom entrance (401 Greenhill Road Tusmore) for all venues except the Glenunga Hub.
- 9.7 For the Glenunga Hub, the access card or keys should be returned through the return slot that forms part of the raised section of the Glenunga Hub Reception Desk.
- 9.8 Access cards and keys are only to be used for the specific hire date, time, and venue booked.
- 9.9 Unauthorised distribution of access cards and keys, or unauthorised access to the premises, may result in the immediate cancellation of the hire and future bookings.

## 10. Housekeeping, Rubbish, Cleaning, Storage

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- 10.1 Refer to the 'Annexure' applicable to all venues, for items, decorations, appliances, and activities that are not permitted or may require prior approval.
- 10.2 Glenunga Hub hirers also refer to the 'Annexure' for additional conditions specific to Glenunga Hub. These should be read in conjunction with the general Annexure referred to at item 10.1 above.
- 10.3 Set up and pack up of the venue is the responsibility of the hirer. Failure to return the venue to a reasonable condition may result in additional fees being charged.

- 10.4 Any equipment, decorations or personal items are to be removed from the 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](#).
- 10.5 Glass breakages and all food or drink spills must be cleaned up immediately by the hirer.
- 10.6 All areas must be cleaned to the satisfaction of Council. Failure to meet cleaning requirements may result in the hirer being charged cleaning fees.
- 10.7 All litter resulting from the venue hire must be removed from the premises.
- 10.8 Onsite rubbish and recycling bins should be used, ensuring they are not overfilled.
- 10.9 Fines/fees may be imposed for improper disposal of waste or contamination of recycling bins.
- 10.10 Prior to exiting the venue, floors are to be swept and mopped, tables, chairs, and furniture wiped free of spills, before being dried and returned to their original storage location.
- 10.11 In kitchen areas, hirers must use a sterilising agent on bench tops.
- 10.12 Kitchen and bar appliances must be cleared of any food/drink items, wiped free of debris, spills and residues, and be powered off unless otherwise stated.
- 10.13 Hirers are responsible for providing their own cleaning products and cloths. Solvents and strong chemicals including bleach are not permitted. Instead, we encourage the use of mild environmentally friendly cleaning products.
- 10.14 All doors and windows must be securely fastened, all appliances including heating and cooling turned off, and lights shall be extinguished when leaving the venue.

## 11. Safety, Fire and Evacuation

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- 11.1 All venues are strictly non-smoking.
- 11.2 Smoke/fog/haze machines, candles, and incense are prohibited at all venues to prevent fire alarm activation.
- 11.3 Safety and fire evacuation instructions will be provided during the induction and displayed throughout the venue. Hirers are responsible for ensuring they are aware of, and always follow, the provided instructions.
- 11.4 Clear access to fire exits, fire safety and emergency equipment, must be maintained at all times.
- 11.5 Children under 18 must be supervised by an adult.
- 11.6 Electrical equipment over 12 months old must be tagged, tested, and bear a current test tag. This applies to equipment brought by the hirer, contractors, or event attendees/guests.
- 11.7 Non-electrical equipment may require submission of service reports, including the most recent service date and outcomes, to the Council before hire approval. This includes equipment rented from third parties.

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

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- 12.1 Hirer conduct must not hinder others from enjoying community facilities or open spaces or negatively impact the quality of life of community members.
- 12.2 If a complaint is received regarding a hire or a hirer's conduct, a Council Officer will investigate and mediate in the best interest of the venue. Valid complaints may result in the cancellation of future bookings.
- 12.3 Aggressive, offensive, or otherwise unacceptable behaviour may lead to the cancellation of the hire booking.
- 12.4 Requests for a review of the decision will be directed to the Group Manager Community Connections or an equivalent officer. Cancellations will not be reversed during the review process.

See Annexure on next page.



# Annexure

## Activities Not Permitted or Requiring Special Approval

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1. The following activities are not permitted and will result in cancellation of hire and may incur additional costs including forfeiture of the bond:
  - Use of polish or floor speed on any floor surface.
  - Use of confetti, rice, glitter, or similar materials. Rose petals are an acceptable alternative.
  - Smoking, smoke, fire, flames, or 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 fixatives of any kind, including drawing pins, nails, and tacks. If suitable anchors are provided, decorations may be hung from them.
  - Use of flames, lighting fires, and igniting, exploding, or using fireworks/rockets.
  - Cleaning or repairing vehicles.
  - Camping or staying overnight.
  - Amusements such as jumping castles, rides etc.
  - Private events such as birthday parties being promoted on any social networking site as a public or open invitation event.
  
2. The following activities are not permitted unless by prior approval from the City of Burnside:
  - Any kind of storage whether temporary or longer-term.
  - Amplification of music.
  - Relocation of pianos or snooker tables.
  - Use of electrical and non-electrical appliances of any kind, such as gas appliances.
  - Engagement of third parties or contractors to provide services on Council land.
  - Animals unless a certified assistance animal.
  - Temporary road closure.
  - Parking on reserves, ovals, paved areas, or plazas.
  - Advertising or vehicle displays.
  - Markets, stalls, and exhibitors' sites.
  - 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.
  - Busking, singing, playing music, amplifying sound, or entertaining in any area other than the booked space.
  - Erecting signage, banners, or flags in any area other than the booked space.
  - Use of barbeques, charcoal, wood fire, gas, or similar appliances.
  - Supply or consumption of alcohol.
  - Conducting or participating in a marriage ceremony.
  - Erecting obstacles, obstructions, or temporary fencing.
  - Placement of containers, mini skips, catering vans, vehicles, marquees, amusements, structures or similar on Council land whether inside or outside a venue. This also includes roads, car parks, plazas, grounds, and reserves.

*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.*

## Glenunga Hub: Additional Special Conditions

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

1. Consumption of liquor on the northern or southern sides of the building or the Webb Room is not permitted.
2. Alcohol is not to be consumed outside the building after 10pm.
3. External doors are not to be propped open after 10pm.
4. 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.
5. Hirers and guests are to be considerate of 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.
6. Music must cease at 10pm unless otherwise negotiated and confirmed in writing by Council.
7. Security guards may be required for hires booked past 10pm or at other times at Council's discretion.
8. Equipment located in storage cupboards that is not a chair, table, whiteboard, urn, mop, dustpan, or broom is not to be removed or used in any way unless by prior written agreement by council.
9. 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.
10. 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.
11. 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

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

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

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

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

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

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

- o [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 website [www.sa.gov.au](http://www.sa.gov.au) (refer to the links above).*