



# VENUE HIRE AGREEMENT

Record: \_\_\_\_\_  
 Doc # MMC-HAL-FORM-010  
 Issued June 2020  
 Next Review June 2022

Mid Murray Council owns and manages facilities available for hire and use by community groups, commercial organisations and individuals (private functions). Use of these venues requires this written and approved agreement.

**Send To:** Mid Murray Council, PO Box 28, MANNUM SA 5238; OR Email: [Postbox@Mid-Murray.sa.gov.au](mailto:Postbox@Mid-Murray.sa.gov.au)

Prior to completing this form, contact Council on 8569 0100 to check availability and / or make a tentative booking for your preferred venue. This Application **must** be lodged with Council **30 days or more** prior to the event/activity. The Applicant must notify the Police for parties such as 18 and 21 birthdays and follow their instructions.

## 1. APPLICANT

I, \_\_\_\_\_  
 (Name)

For and behalf of: \_\_\_\_\_  
 (Organisation – if applicable)

Here-in-after called the “Hirer” make this Application to hold the Event / Activity described below and declare I am over 18 years of age.

|                              |  |  |   |
|------------------------------|--|--|---|
| Organisation Type            | <input type="checkbox"/> Community Group | <input type="checkbox"/> Commercial Organisation | <input type="checkbox"/> Private Function |
| Name of Group / Organisation | _____                                    |  |   |
| Address:                     | _____                                    |  |   |
| Contact Person:              | _____                                    |  |   |
| E-mail:                      | _____                                    |  |   |
| Phone Number                 | _____                                    | Mobile:  | _____                                     |

## 2. EVENT / ACTIVITY DETAILS

|  |  |   |  |                              |
|--|--|---|--|------------------------------|
| <b>Booking Details: Prior to completing this form please phone Council on 85690100 to check availability and make a tentative booking relating to your desired venue.</b>                                |  |   |  |                              |
| <b>Please select Venue</b>   | <input type="checkbox"/> Morgan Sporting Complex | <input type="checkbox"/> Morgan Town Hall | <input type="checkbox"/> Mannum Leisure Centre |                              |
| <b>Date/s of Event / Activity</b><br><i>Regular hirers please tick all appropriate boxes</i><br><i>Note Hire Agreements need to be completed and return prior to your first hire each calendar year.</i> | Start: .....                                     | Finish: .....                             |  |                              |
|  | <input type="checkbox"/> Weekly                  | <input type="checkbox"/> Monthly          | <input type="checkbox"/> School Terms          |                              |
|  | <input type="checkbox"/> Other .....             | <input type="checkbox"/> Jan              | <input type="checkbox"/> Feb                   | <input type="checkbox"/> Mar |
|  | <input type="checkbox"/> Apr                     | <input type="checkbox"/> May              | <input type="checkbox"/> Jun                   | <input type="checkbox"/> Jul |
|  | <input type="checkbox"/> Aug                     | <input type="checkbox"/> Sept             | <input type="checkbox"/> Oct                   | <input type="checkbox"/> Nov |
| <input type="checkbox"/> Dec   | <input type="checkbox"/> 1st week                | <input type="checkbox"/> 2nd week         | <input type="checkbox"/> 3rd week              |                              |
| <input type="checkbox"/> 4th week  | <input type="checkbox"/> 5th week                | <input type="checkbox"/> Mon              | <input type="checkbox"/> Tue                   |                              |
| <input type="checkbox"/> Wed   | <input type="checkbox"/> Thu                     | <input type="checkbox"/> Fri              | <input type="checkbox"/> Sat                   |                              |
| <input type="checkbox"/> Sun   |  |   |  |                              |
| <b>Time of Event / Activity:</b>   | Start: _____ am/pm                               | Finish                                    | _____ am/pm                                    |                              |
| <b>Set Up / Pack Up:</b>   | Start: _____ am/pm                               | Finish                                    | _____ am/pm                                    |                              |
| <b>Estimated Attendance:</b>   | _____  |   |  |                              |
| <b>Brief description of the Event / Activity:</b>  | _____  |   |  |                              |

### 3. EVENT / ACTIVITY DETAILS (CONT'D)

Where additional information is required, refer: [Mid Murray Council Website - Event & Stallholder Applications](#)

|  |   |
|--|---|
| <b>Event / Activity Insurance attached:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No   | The hirer <b>MUST</b> provide a copy of Public Liability Insurance Certificate of Currency for the minimum sum of \$10 million.   |
| <b>Will food and/or drink be supplied?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No  | If YES, MMC-SPE-FORM-003 "Intention to Conduct a Temporary Food Premises" Application (with a copy of Public Liability Insurance Certificate of Currency for the minimum sum of \$10 million; and other applicable licences) must be lodged with Council at least 14 days PRIOR to the event by each participant. |
| <b>Will alcohol be provided / sold?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No   | If YES, a 'Limited Liquor License' may be required  |
| <b>Will amplified music or a public address system be used?</b><br><br><input type="checkbox"/> Yes <input type="checkbox"/> No  | Details:  |
| <b>Will power be required?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No<br>If yes, how many power points: _____<br>AMPs required: _____<br>Location: _____   | If YES, Safety issues must be considered. All power leads must be tagged and tested and must be covered with approved safety pads to prevent damage by both pedestrian and motorised traffic. Potential hazards relating to power must be addressed. Refer Section 8: Risk Assessment & Control                   |
| <b>Will additional bins be required?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No  | If yes, how many?: _____<br>Location for Delivery: _____  |
| <b>Erection of structures/signage?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No<br>Type: _____<br>Size: _____<br>Location: _____   | If YES, the type of structure, size and its location MUST be provided<br><br>Damage to Council property, such as broken/damage irrigation and drainage will be charged to the event organisation.   |
| <b>Are Keys required?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No   | Reserve/facility keys may be obtained from Council to access doors, gates and electricity boxes.  |
| <b>Do you have any other requirements?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No  | Details:  |
| Any (non food related) organisations / businesses participating in the event/activity eg catering, stalls, bands, amusement devices<br><input type="checkbox"/> Yes <input type="checkbox"/> No <i>If YES, each business must be listed below and A copy of Public Liability Insurance Certificate of Currency for the minimum sum of \$10 million; and other applicable licences must be attached to this application</i> |   |
|  |   |
|  |   |
|  |   |
|  |   |

### DECLARATION

I/ We will be responsible for payment of the fees and charges for the hire of the facilities in accordance with the Standard Conditions of Hire (page 3 & 4), and confirm I/We have received, read and understand said conditions and agree to convey them to members of our group.

|                     |                 |
|---------------------|-----------------|
| Name (Print): _____ | Position: _____ |
| Signature: _____    | Date: _____     |

**FOR OFFICE USE ONLY –**

**Application Received by or on behalf of Council:**

|                 |                  |
|-----------------|------------------|
| Name: _____     | Date: _____      |
| Position: _____ | Signature: _____ |

**Council Authorisation**

|  |  |  |
|--|--|--|
| Fee: \$ _____                                | Receipt # _____  |  |
| Health Officer Approval <i>(If required)</i> | <input type="checkbox"/> Yes <input type="checkbox"/> No |  |
| Agreement Approved                           | <input type="checkbox"/> Yes <input type="checkbox"/> No |  |
| By (Print Name) _____                        | Date: _____  |  |
| Position _____                               |  |  |
| Signature: _____                             |  |  |

**STANDARD CONDITIONS OF HIRE**

- 1 Hirers/users participating in sporting and recreational activities must be aware of any inherent risk associated with the activities and by participating are voluntarily accepting the risks involved in such activities.
- 2 Each user must sign the agreement and comply with the conditions of hire and any additional special conditions that are determined by Council and listed on the approval letter i.e. bond.
- 3 All fees will be paid prior to the event / activity unless Council approves an invoice to be issued.
- 6 All clubs or organisation must supply the names and addresses (including telephone numbers) of its president, secretary and delegates of their club prior to commencement of hire.
- 7 The hirer agrees to use only that part of the facility nominated in the agreement form for which a fee will be charged.
- 8 Sub-rental by hirers, which has been allocated the use of a particular facility, is prohibited. A hirer may not assign this agreement or part with possession of the facility under any circumstances.
- 9 The hirer/user is required to give (10) days notice of cancellation, otherwise full payment must be made.
- 10 Hirers must ensure they obtain the necessary permits for their activities eg Liquor Licence and for their own protection ensure that;
  - a) Be familiar with the Harm Minimisation and Responsible Service of Alcohol clauses covered by the Liquor Act 2007 and the Liquor Regulation 2008. It is an offence for alcohol to be served to minor (people under 18 years of age). Refer to Office of the Liquor and Gambling Commissioner on Phone: 131 882, Fax: (08) 8226 8512 or [www.olgc.sa.gov.au](http://www.olgc.sa.gov.au)
  - b) If alcohol is being sold (this includes a free drink with an entry fee or fee for a meal that includes alcohol) a current limited liquor licence must held.
  - c) Any additional services or contractors engaged by the Hirer must have appropriate public liability insurance cover (minimum of \$10 million dollars) and a function licence if required.
  - d) Council must be informed of any event in which additional services, entertainment etc will be conducted at a Council facility. The hirer must contact Council it in any doubt as to the requirements.
- 11 It is the responsibility of the hirer/user to ensure that all people participating in the activity conduct the activity in an appropriate and responsible manner in accordance with any rules governing the activity and do not create a health or safety risk to themselves or other persons using or visiting the facility.  
User of the facility MUST comply with any current government restrictions and in line with any current health advice with regard to COVID-19, including review and application of requirements within the Mid Murray Councils site specific COVID Safe Plan (if a plan is in place for the facility).
- 12 The user/hirer must report to Council all major/critical/serious incidents involving a person on Council property or Council assets as soon as possible by phoning 8569 0100 during office hours or our after hours numbers as listed on our website [www.mid-murray.sa.gov.au](http://www.mid-murray.sa.gov.au)
- 13 Council requires all users/hirers of Council facilities to conduct pre-use and after-use inspections of the facilities, equipment and environment to ensure they are safe every time a facility is used. Relevant safety checklists forms have been provided to assist with this responsibility and must be completed and returned to the council. Any urgent maintenance issues must be notified to Council as soon as possible.
- 14 Any unsafe facilities/grounds must not be used and should be reported to Council immediately.
- 15 Any portable structure must be used in strict accordance with manufacturer’s instructions/guidelines and be approved for use by Council prior to the structure being used.
- 16 Amusement devices must be used in strict accordance with the manufacturer’s guidelines and be approved for use by Council and Safeworks SA prior to operation.
- 17 Portable sporting equipment i.e. goal posts (guidelines HB277-2003), nets etc must comply with Australian Guidelines. Goal posts must be secured (when in use) and stored (when not in use).

- 18 Casual hire is normally a family party or private function eg a wedding and hirers cannot use the facility for more than a total of ten (10) days over any twelve (12) month period. (Casual hire excludes commercial / income producing hirers, incorporated bodies, sporting clubs or associations of any kind). Casual hirers must provide evidence of suitable public liability insurance. If public liability insurance is required it can be provided through Local Community Insurance [www.localcommunityinsurance.com.au](http://www.localcommunityinsurance.com.au)
- 19 Any other hirer/user must maintain a public liability insurance policy for a minimum of ten millions dollars (\$10,000,000) against all actions, costs, claims, damages, charges and expenses whatsoever which may be brought or made or claimed against the hirer in relation to the activity. Any user that has employees engaged in activities at the facility must provide a copy of their Works Compensation Policy. Copies of these insurances must be provided to council prior to any used of the facility. Any organisation that engages the used of volunteers should have volunteer insurance.
- 20 The hirer shall indemnify Council against all claims (if not otherwise covered by insurance) arising from the actions of the hirer of the facility by any person, club or organisation and also arising as a consequence of the breach of this agreement by the hirer or user.
- 21 Any electrical equipment that the user brings to the facility must be appropriately tagged by a certified person to complete with all WHS requirements.
- 22 No internal changes, renovations or addition are to be made to Council facilities without the prior written approval of Council.
- 23 NO ADDITIONAL KEYS CAN BE CUT BY THE HIRER. A hirer or person nominated by the hirer may collect the key(s) and sign out/in the nominated key(s) during office hours 9.00am-5.00pm at the respective council office.
- 24 All music played must be kept to a level that avoids disruption to nearby residential areas. The facility must be vacated by at the time listed for the event and at the end of the hire agreement.
- 25 The person or group signing this agreement shall be held responsible for the cleanliness of the facility. Failure to leave the facility in a clean and safe condition will result in the hirer paying for a cost of cleaning the facility.
- 26 Should the facility not be left clean (inside and out) and in a safe condition at the completion of hire of the facility, Council is entitled to recover the costs of any damages from the hirer and may in appropriate cases result in the termination of this agreement.
- 27 Council will not be liable for the damage or loss of equipment brought and / or left on the premises. Each hirer must have their own contents insurance if cover for this item is required.
- 28 The hirer must obtain Council's approval for the erection of any signs within or outside the facility.
- 29 Nails, screws or any other fastening devices are not to be driven in or attached in any way to the walls, floors, timberwork, ceilings, furniture or fittings.
- 30 The set/pack up of the tables and chairs is the responsibility of the hirer. Please return all chairs and tables to the allocated storage areas in a safe and neat fashion.
- 31 The emergency exits and walkways must be kept clear at all times.
- 32 Tables and chairs are not to be dragged across floor surfaces.
- 33 Smoking is NOT allowed in ANY Council building or in the vicinity of any opening door or windows that allows exposure to passive smoking.
- 34 When leaving the facility please ensure the building is secure, windows, doors etc are locked.
- 35 Council or any of its officers may refuse any booking or to cancel a booking without providing any reason to the hirer and shall in no way be liable for any loss or damage suffered by the hirer or any firm or corporation supplying any article or service to the hirer.
- 36 All rubbish must be removed from the premises after the activity or arrangement made to do so.

#### **Induction for Hirers**

Hirers must familiarise themselves with the items listed below when arranging your event at this facility and advise those attending the event of the following:

- Safe access and egress points
- Emergency exits, evacuation plan and external assembly point
- Emergency contact numbers
- **In case of fire call 000**
- Fire extinguishers and fire protection equipment (example hose reels and fire blankets)
- Any Government Regulations, Health Restrictions and COVID-19 Safe Plans.

Remember to report to Council any equipment fault or items considered a hazard to you or other users.

The Schedule for hiring fees is listed on Council Fees and Charges list. No fee will be waived or reduced unless a written request is considered by Council.

**END OF DOCUMENT**