

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.

Return completed form to: Post: Mid Murray Council, PO Box 28, MANNUM SA 5238
or Email: postbox@mid-murray.sa.gov.au

This Application **must** be lodged with Council **30 days or more** prior to the event/activity.

The Applicant must notify SAPOL for parties such as 18 and 21 birthdays and follow their instructions.

1. Applicant Details

I, _____
(Name)

For and behalf of: _____
(Group or 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 ☐ Community Group ☐ Commerical Organisation ☐ Private Function

Address: _____

Contact Person: _____

E-mail: _____

Phone Number _____ Mobile: _____

2. Venue Hire Details

Booking Details: Prior to completing this form please contact Council on 8569 0100 to check availability and make a tentative booking relating to your desired venue.

Please select Venue	☐ Mannum Leisure Centre	☐ Mannum Institute
	☐ Morgan Activity Centre	☐ Pendles Tea Rooms
	☐ Robert Taylor House	☐ Other.....
Period of hire	☐ Casual Date Start: Date Finish:	
	☐ Ongoing Date Start: Date Finish:	
	Ongoing hirers please tick all appropriate boxes below	
Details of ongoing hire <i>(if applicable)</i> Note: Hire Agreements are required to be completed and returned to Council prior to your first hire each calendar year.	☐ Weekly ☐ Monthly ☐ F/nightly ☐ Other.....  If additional space is required, please attach a separate sheet.	
	☐ Jan ☐ Feb ☐ March ☐ April ☐ May ☐ June ☐ July ☐ Aug ☐ Sept ☐ Oct ☐ Nov ☐ Dec	
	☐ 1 st week ☐ 2 nd week ☐ 3 rd week ☐ 4 th week ☐ 5 th week	
	☐ Mon ☐ Tues ☐ Wed ☐ Thurs ☐ Fri ☐ Sat ☐ Sun	

3. Event / Activity Details

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

Time of Event / Activity:	Start: _____ am/pm	Finish: _____ am/pm
Set Up / Pack Up:	Start: _____ am/pm	Finish: _____ am/pm
Estimated Attendance:		
Brief description of the Event / Activity:		
Event / Activity Insurance attached: ☐ Yes ☐ No	The hirer MUST provide a copy of Public Liability Insurance Certificate of Currency for the minimum sum of \$20 million.	
Will food and/or drink be supplied? ☐ Yes ☐ No	If YES to both, each participant must submit a Temporary Food Business Notification Form to Council at least 14 days PRIOR to the event, along with a current \$20 million Public Liability Insurance Certificate of Currency and any required licences.	
If Yes, Are you selling food? ☐ Yes ☐ No		
Will alcohol be provided / sold? ☐ Yes ☐ No	If YES , a 'Limited Liquor License' may be required	
Will amplified music or a public address system be used? ☐ Yes ☐ No	Details:	
Will power be required? ☐ Yes ☐ No If yes, how many power points: _____ AMPs required: _____ 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.	
Will additional bins be required? ☐ Yes ☐ No	If yes, how many? _____ Location for Delivery: _____	
Erection of structures/signage? ☐ Yes ☐ No Type: _____ Size: _____ Location: _____	If YES , the type of structure, size and its location MUST be provided Damage to Council property, such as broken/damage irrigation and drainage will be charged to the event organisation.	
Are Keys required? ☐ Yes ☐ No	Reserve/facility keys may be obtained from Council to access doors, gates and electricity boxes.	
Do you have any other requirements? ☐ Yes ☐ No	Details:	
Any (non-food related) organisations / businesses participating in the event/activity? devices ? eg catering, stalls, bands, amusement ☐ Yes ☐ No	If YES , each business must be listed below, a copy of Public Liability Insurance Certificate of Currency for the minimum sum of \$20 million and other applicable licences must be attached to this application	
List:		

4. This Permit is not affective until

- 4.1 The permit holder agrees to the **Standard Conditions of Hire** as contained herein;
- 4.2 The permit holder agrees to any/all **Special Conditions** which the Council may determine and attach to this Permit, which will prevail over the General Conditions to the extent of any inconsistency;
- 4.3 The permit holder pays the prescribed fee; and
- 4.4 A copy of this document signed by the Council has been returned to the permit holder.

5. Standard Conditions of Hire

- 5.1 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.
- 5.2 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.
- 5.3 All fees will be paid prior to the event / activity unless Council approves an invoice to be issued.
- 5.4 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.
- 5.5 The hirer agrees to use only that part of the facility nominated in the agreement form for which a fee will be charged.
- 5.6 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.
- 5.7 The hirer/user is required to give (10) days notice of cancellation, otherwise full payment must be made.
- 5.8 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 <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 be held.
 - c) Any additional services or contractors engaged by the Hirer must have appropriate public liability insurance cover (minimum of \$20 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.
- 5.9 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.
- 5.10 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).
- 5.11 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
- 5.12 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.
- 5.13 Any unsafe facilities/grounds must not be used and should be reported to Council immediately.
- 5.14 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.
- 5.15 Amusement devices must be used in strict accordance with the manufacturer's guidelines and be approved for use by Council and Safework SA prior to operation.
- 5.16 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).
- 5.17 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

- 5.18 Any other hirer/user must take out and maintain a current public liability insurance policy for a minimum of twenty millions dollars (\$20,000,000) 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 use of the facility. Any organisation that engages the use of volunteers should have volunteer insurance.
- 5.19 The hirer shall indemnify, and to keep indemnified Council, its employees and/or agents against all actions, costs, damages and 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.
- 5.20 Any electrical equipment that the user brings to the facility must be appropriately tagged by a certified person to comply with all WHS requirements.
- 5.21 No internal changes, renovations or additions are to be made to Council facilities without the prior written approval of Council.
- 5.22 **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.
- 5.23 All music played must be kept to a level that avoids disruption to nearby residential areas.
- 5.24 The facility must be vacated by the time listed for the event and at the end of the hire agreement.
- 5.25 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.
- 5.26 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.
- 5.27 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.
- 5.28 The hirer must obtain Council's approval for the erection of any signs within or outside the facility.
- 5.29 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.
- 5.30 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.
- 5.31 The emergency exits and walkways must be kept clear at all times.
- 5.32 Tables and chairs are not to be dragged across floor surfaces.
- 5.33 **Smoking is NOT permitted in ANY Council building** or in the vicinity of any opening door or windows that allows exposure to passive smoking.
- 5.34 When leaving the facility please ensure lights are extinguished and the building is secure, windows, doors etc are locked.
- 5.35 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.
- 5.36 All rubbish must be removed from the premises after the activity or arrangement made to do so.

6. Induction for Hirers

- 6.1 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.
- 6.2 Remember to report to Council any equipment fault or items considered a hazard to you or other users.
- 6.3 The Schedule for hiring fees is listed on Council Fees and Charges available on Council's website – www.mid-murray.sa.gov.au. No fee will be waived or reduced unless a written request is considered by Council.

7. 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:	

Office Use Only -

Application Received by or on behalf of Council:

Name:		Date:	
Position:		Signature:	

Council Authorisation

Fee:	\$	Receipt #	
Health Officer Approval	(If required)	☐ Yes	☐ No
Agreement Approved		☐ Yes	☐ No
Special Conditions attached		☐ Yes	☐ No
By (Print Name)		Date:	
Position			
Signature:			