

**PRINCIPAL OFFICE:**  
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**ALL CORRESPONDENCE TO:**  
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Agriculturally rich - Naturally beautiful

## TOWN HALL BOOKING FORM

SF010  
Responsible Officer: DDS  
Issue Date: 26/06/2018  
Next Review Date: June 2019

### HIRE INFORMATION

Type of Function			
Name of Hirer:			
Contact Person:			
Telephone No.			
Mailing Address			
Dates Required:			
Duration of Function:	From:	am/pm	To am/pm
Earliest & Latest Times	From	am/pm	To am/pm
Estimated Number of Attendees			
Will you be serving refreshments (please strike out which does not apply)	YES / NO		
If yes, will the refreshments be:	Non-Alcoholic / Alcoholic		

### FACILITIES REQUIRED

<input type="checkbox"/> Ardrossan	<input type="checkbox"/> Maitland	<input type="checkbox"/> Minlaton	<input type="checkbox"/> Yorketown	<input type="checkbox"/> Warooka
<input type="checkbox"/> Main Hall	<input type="checkbox"/> Ballroom	<input type="checkbox"/> Main Hall	<input type="checkbox"/> Main Hall	<input type="checkbox"/> Main Hall
<input type="checkbox"/> Small Hall	<input type="checkbox"/> Mayors Parlour	<input type="checkbox"/> Chamber	<input type="checkbox"/> Supper Room	<input type="checkbox"/> Kitchen
<input type="checkbox"/> Kitchen	<input type="checkbox"/> Auditorium	<input type="checkbox"/> Kitchen	<input type="checkbox"/> Supper Room Kitchen	<input type="checkbox"/> Supper Room
	<input type="checkbox"/> Supper Room		<input type="checkbox"/> Chamber	
	<input type="checkbox"/> Kitchen		<input type="checkbox"/> Small Kitchen/Servery facility*	
	<input type="checkbox"/> Bar		<input type="checkbox"/> 3 Phase Power*	
	<input type="checkbox"/> Grand Piano *		<input type="checkbox"/> Trestles / Tables*	
	<input type="checkbox"/> Stage Lighting *		<input type="checkbox"/> Chairs*	
			<input type="checkbox"/> Linen/Crockery/Glassware*	
<input type="checkbox"/> *Music & Arts Club	<input type="checkbox"/> *Denotes Charge	<input type="checkbox"/> RSL Hall		

Hire rates can be found within the fees and charges register. It is the responsibility of the user to arrange for the hire of any additional items required.

I have read, and agree to comply with, the Yorke Peninsula Council Conditions of Hire.

Signature:

Date:

### OFFICE USE ONLY

#### Special Events Permit Required YES/NO

Entered in Town Hall Register <input type="checkbox"/>	Entered in Bonds Register <input type="checkbox"/>	Copy of Certificate of Currency received <input type="checkbox"/>
Bond Paid (hall bond) <input type="checkbox"/>	Amount Paid:	Receipt No.:
Bond Paid (key bond) <input type="checkbox"/>	Amount Paid:	Receipt No.:
Hire Fees Paid <input type="checkbox"/>	Amount Paid:	Receipt No.:
Officer:	Date:	

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**CONDITIONS OF HIRE**

1. The Chief Executive Officer or an authorised officer has the Right to Refuse any application for the hiring of any Hall within the Yorke Peninsula Council and associated facilities.
2. The hirer, in paying the prescribed fee, will be covered by a general public and products liability insurance policy, if they meet the criteria in Council's insurance cover. The hirer, if not covered by Council's insurance, shall take out and keep current during the period of the hire, a public and products liability insurance policy for a minimum sum of \$10,000,000 insuring against all actions, costs, claims, damages or charges and expenses which may be brought or made or claimed against the hirer arising out of the hire of the premises. A **certificate of currency** shall be provided to Council.
3. The hirer agrees to indemnify and to keep indemnified the Council, it's servants and agents and each of from and against all actions, costs, claims, damages, charges and expenses whatsoever which may be brought or made or claimed against them or any of them arising out of or in relation to the hiring of the premises.
4. The hirer and the signatory must be eighteen (18) years of age or over.
5. It is the hirer's responsibility to ensure that the premises are suitable for the purpose that it is being hired for, including access and amenities. **NB:** Some facilities have shared appliances eg. fridges, ovens etc, Council is unable to guarantee the sole use of these appliances to hirers and this must be taken into account when determining if the premises are suitable.
6. Alcoholic beverages are not to be served in the Hall without the relevant liquor licence being obtained prior to the date of hire. No portable cooking apparatus is to be used within the hall or kitchen, other than for the purpose of reheating food.
7. All refreshment commodities, apart from the facilities listed in the kitchen inventory, must be provided by the hirer. The hirer will be responsible for any loss or breakage of inventory items.
8. All electrical lights and appliances must be switched off on vacating the Hall, and urns emptied and left inverted. A 10% surcharge will be added to hire fee if the Caretaker reports that lights and/or power were left on.
9. The Council accepts no responsibility in any way for any property or equipment of the hirer or any persons attending any function in the Hall.
10. The Hirer will be responsible for any damage to the Town Hall building, furnishings or equipment which is attributed during the hire period.
11. Council requires a bond of \$200 to be paid prior to the use of the Hall which encompasses the following activities and a further \$50 key bond charge may also apply.
  - a. Performing Arts
  - b. Concerts
  - c. Balls and Dances
  - d. Cinema Shows
  - e. Discos
  - f. Conventions
  - g. Weddings
  - h. Cabarets
  - i. Any function serving alcoholic beverages
  - j. Parties
  - k. Sporting and Fitness/Wellbeing

The bond is applied to additional cleaning and damages that may result from the hire of any portion of the Hall.

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12. Place of entertainment Act

Hirers are personally responsible for the carrying out of the provisions of the Places of Public Entertainment Act 1913, as amended, and all regulations made under such Act, and must accept full responsibility for the safety of the public in the event of fire during the period covered by their engagement. At all times the exit doors must be unlocked and the aisles and passageways kept clear noise.

Hirers shall ensure that no noise is emitted, caused, or made that causes nuisance to any member of the public and in any case ensure that noise level does not exceed 83 decibels when measured at any place within the Town Hall complex.

13. Gas Heaters/Candles

Gas Heaters and candles are able to be used, however a risk assessment needs to be carried out prior to the function and operation of the heater to determine:-

- a. what risk is associated with the heater or candles falling over or being knocked over and
- b. is there adequate ventilation

14. Smoke Machines

Smoke machines will not be permitted within the Town Hall complex

15. Fire Detection System

The fire detection system shall NOT be isolated due to insurance issues. (Yorketown Only)

16. Cleaning

15.1 The Town Hall complex is to be left in the same condition by the hirer as it was at the time of hiring.

15.2 The Town Hall complex is to be left in a clean condition and all debris, decorations, empty bottles, food scraps etc, must be removed by the hirer immediately after the function. Bins for disposal of refuse and some cleaning equipment may be made available within the complex. Hirers must ensure that only correctly treated recyclables are placed within yellow-lid recycling bins (if provided). Should the Hirer fail to comply with this condition the Chief Executive Officer may employ the necessary labour to ensure compliance in this regard and recover all costs of this action from the hirer.

15.3 It is a condition of hire that all furniture and/or equipment used by the Hirer will be suitably stacked and/or stored away at the conclusion of the function.

17. The "EXIT" lights must be turned on for all functions within the Hall.

18. LOCKING UP – All outside doors and windows must be securely locked after every function. The Hirer concerned will be held responsible for any thefts or damage caused by unauthorised persons gaining access to the hall because it was not fully locked after a function.

19. No reduction or variation of charge will be made if all facilities available with any hiring are not used.

20. No reduction or variation of charges will be made if the hirer carries out any works or setting up or cleaning which are considered part of the Council's responsibility.

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**BOOKING PROCEDURE**

1. All bookings must be made through the Council or their agents.  
Telephone bookings will be accepted, however, unless a completed application form is returned within 7 days, the booking will not be considered firm.
2. All fees are payable at least 7 days prior to the required date, unless special arrangements have been made with the Council.
3. Keys can be obtained from the Council on the last working day prior to the required day of hire, and must be returned by 12 noon the next working day.
4. Cancellations with less than 48 hours notice will result in fees paid being forfeited.
5. If the Hirer is using the hall for the purpose of operating a Sporting and Fitness/Wellbeing business and or conducting classes of this nature, refer to the Councils Fees and Charges register for the hourly fee charge. Upon booking the facility, the Hirer must pay for their nominated dates. If the Hirer chooses to cancel their bookings, refunds will not be given – unless at Councils discretion.

**Compliance with Laws**

1. The Hirer and any persons using the Town Hall Complex pursuant to the hiring, shall conform to the requirements of the *Work Health and Safety Act 2012 (SA)* and all other State and Federal Acts, regulations and By-Laws that are pertinent to the hiring of the Complex. The Hirer shall be liable for any breach of any such Acts, By-Laws or regulations.
2. The Hirer must comply with any child protection legislation that imposes checks and restrictions on child-related employment. The Hirer must have established a child protection policy in relation to this agreement for hire, and must advise Council of any allegation related to a child protection policy as soon as possible after the allegation is made.
3. When the Hirer (or its employees, agents and contractors) uses a Town Hall Complex it must:
  - a. keep the Town Hall Complex in good and safe condition so that it does not present a risk to the health and safety of any person or a risk to the environment including the storage of any equipment is done so in a safe manner, not obstructing any egress within the Complex;
  - b. comply with laws relating to work health and safety and the environments including but not limited to:
    - i. complying with the Work Health and Safety Act 2012 (SA) and related regulations (“WHS Legislation”);
    - ii. ensuring that all contractors, subcontractors, consultants and all persons for whom the Hirer is responsible or over whom the Hirer is capable of exercising control, comply with their respective obligations under Work Health Safety (WHS) Legislation;
    - iii. comply with all reasonable direction of Council given following a perceived breach of WHS Legislation;
    - iv. not doing anything or failing to do anything that would cause Council to be in breach of WHS Legislation;
    - v. conducting relevant risk assessments for the activities planned and arranging controls pertaining to those risks to ensure that where risk and hazards cannot be eliminated, the risks and hazards are adequately controlled;
    - vi. arranging appropriate first aid services/supplies for all persons involved in, or associated with, the booked Activity; and
    - vii. provide appropriate training and supervision to all persons employed or engaged but the Hirer in the Town Hall Complex.

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**Fitness for Hiring Purposes**

1. The Hirer agrees that they are satisfied the Facilities are fit for the hiring purpose, and acknowledges that the Council does not warrant that the Facilities are fit for the Hiring Purposes. Council acknowledges its obligation to meet statutory requirements in providing facilities to the hirer.
2. Council, at its sole discretion and without notice shall retain the right to close or withdraw a venue area (or part thereof) from use. This decision is final and not negotiable. The decision to close a venue, or part thereof, shall be based on, but not limited to, the following:
  - a. the potential for hirer injury;
  - b. the activities being undertaken and the potential for damage to the Complex;
  - c. the weather forecast;
  - d. the condition of the venue when inspected.
3. Council will endeavour to inform hirers of any venue, or part thereof, closure as soon as is practicable to do so.
4. Any Hirer found using a venue, or area of a venue that has been closed or withdrawn from use may be held liable for any costs associated with the repair of any damage to the venue as a result of such use. In addition any current or future hire agreements with a hirer (that ignores advice that a venue is closed) may, at Councils sole discretion be terminated, refused or have additional levies applied.
  - a. A refund for fees paid may be issued if the venue or part thereof are closed or withdrawn from use depending on the individual circumstances surrounding the closure. The applicability and extent of such a refund will be at Councils sole discretion. Council will not otherwise be liable for any loss costs and expenses incurred by the Hirer if the venue is closed or withdrawn from use under this clause.
5. If the Hirer is using the hall for the purpose of operating a Sporting and Fitness/Wellbeing business and or conducting classes of this nature, refer to the Councils Fees and Charges register for the hourly fee charge. Upon booking the facility, the Hirer must pay for their nominated dates. If the Hirer chooses to cancel their booking, refunds will not be given – unless at Councils discretion.
6. In the event of an emergency the Hirer is responsible for following the correct evacuation procedures. The Hirer will incur any costs associated with any emergency call out that is a result or a consequence of their actions or situation.