

McLAREN FLAT RECREATION GROUND INCORPORATED

Facility Hire - Terms and Conditions

Contract

- Hiring of the facilities is subject to completion of a facility hire agreement, which is a contract between McLaren Flat Recreation Ground Inc (MFRG) and the Hirer.
- The Management Committee reserves the right to terminate the contract at any time, including for the breach of the hire terms and conditions.
- A hire agreement can only be entered into by a person over the age of 18 years and is non-transferable.

Bookings / Times

- Bookings will not be accepted until the completed signed hire application form is returned to the appointed MFRG representative and the deposit is paid in full.
- The person nominated on the hire agreement is responsible for the booking.
- The nominated booking times of the facility must include allowance for set-up, cleaning of all areas and departure of all patrons.

Cancellation of Bookings

- Cancellation of confirmed bookings must be submitted to the MFRG in writing.
- Should any booking be cancelled after a deposit has been paid that deposit may be forfeited.
- The Management Committee may cancel the booking at any time in the event of an emergency or if the facility is deemed unsafe. The Management Committee will refund any amounts paid by the Hirer in relation to the booking if the committee is of the view that the Hirer is without fault.

Sub-letting

- Sub-letting of the facility or any part thereof is strictly prohibited.

Application Refusal

- The Management Committee reserves the right to refuse an application to hire the facility and associated facilities at their discretion.

Penalty

- Failure to comply with this agreement will result in immediate termination of your function and part of or entire bond will be forfeited.
- Hirer's shall conduct and manage the function at all times in an orderly and lawful manner.
- Hirer shall follow all reasonable instructions issued by a representative of the MFRG.

Bond

- A bond must be paid as security against non-compliance of hire conditions.
- The eligible bond amount will be refunded within 14 days of completion of hire should there be no additional costs arising from the function.
- The MFRG will advise hirer in writing if any bond money will be retained and why.
- Where the cost for repairs/cleaning/damage exceed the bond, the Hirer will be responsible for any additional expenses incurred.

Noise, Nuisance and Danger

- No Hirer shall cause or allow to be caused any annoyance, nuisance or damage to members of the public or their property.
- No amplified music is to be played outside of the building between sunset and sunrise, without prior written permission of the Management Committee.
- Noise level must be maintained at an acceptable level and not heard outside of the premises from any adjacent residential properties.
- The bond is forfeited if a Management Committee representative is required to respond to complaints about noise or nuisance, or if there is attendance of SA Police arising from the Hirers event.

Damage

- The Hirer will be responsible for any damage caused to the property which is attributed during the period of use.
- All damage, breakage and losses must be reported to the Management Committee as soon as practicable.
- The Management Committee accept no responsibility for loss or damage to the Hirer's goods or equipment during the period that such goods or equipment are lodged at the facility.

Security Personnel

- Council-approved security services are mandatory for functions where the majority of the guests are between the ages of 16 and 25 years.
- The Management Committee reserves the right to engage security staff for the duration of the function at their discretion
- If security is engaged for the event, the cost will be charged to the hirer.

Insurance and Indemnity

- The Management Committee requires the Hirer to hold public liability insurance for the amount of \$10,000,000 prior to accepting a booking.
- Proof of Public Liability Insurance must be provided with the application, bookings will be confirmed until this has been received.
- In order for the insurance to be valid the policy name and the Hire's name must be the same.
- Insurance policies must be current for the period of the booking.
- Private individuals and small-unincorporated groups who would not otherwise have their own public liability insurance may pay a \$15.00 "Risk Management Administration Fee" and will be deemed to be covered by "Ad-hoc or occasional hirers" public liability insurance Policy facilitated by the City of Onkaparinga. The level of indemnity cover afforded under that policy is \$10m and therefore satisfies the insurance requirements of the hire agreement.

Incidents or potential claims

- Any incident, which may give rise to a claim against the "Ad Hoc or occasional hirers" public liability policy, must be reported to the Management Committee immediately. The Hirer should then complete a written report on the incident and forward to Council's Insurance and Risk Management Coordinator, together with a copy of the hire agreement.

Emergency and Health and Safety Responsibilities

- It is the Hirer's responsibility to ensure:
 - Everyone is aware of the fire and emergency procedures and all fire exits.
 - All exit doors and gates must be clear at all times
 - All incidents are reported to the Management Committee as soon as possible.
 - Any electrical equipment brought into the facility complies with Australian Standards AS 3760.
 - All electrical equipment is in sound working order, and tested and tagged as per legislative requirements.
 - Any appliance malfunction is reported to the Management Committee as soon as possible.

Evacuation

- Evacuation signs are located at exit doors.
- The Hirer shall facilitate evacuation if required.

Smoking/smoke machine/Naked Flames

- Smoking is not permitted in all facilities.
- Smoking machines are not permitted in the facilities.
- Failure to comply may result in loss of bond.
- No naked flames permitted, including candles. If the fire alarm is activated, the Hirer will be responsible for the cost of the callout.

Alcohol

- It is illegal for patrons under the age of 18 to consume alcohol on the premises.
- Hirer's should seek individual advice regarding liquor licence requirements from Consumer and Business Services for any function where a charge is made for admission, entertainment or refreshments, or otherwise for financial gain.
- If required, a copy of the liquor licence must be provided to the Management Committee representative prior to commencement of the hire.

Cleaning

- The premises must be left in a clean and tidy condition to the satisfaction of the Management Committee representative.
- All rubbish is to be removed from the premises by the Hirer at completion of the function or event.
- The Hirer must ensure that soiled floors are swept or vacuumed prior to vacating the building.
- Kitchen appliances to be left clean.
- No food or drinks are to be left on the premises.
- A cleaning checklist will be available on the premises and is to be completed and signed by the Hirer upon conclusion of the hire

Setting Up and Packing Up

- It is the Hirer's responsibility to set up any tables and chairs they may require.
- It is the Hirer's responsibility to return all furniture items to the pre-hire condition.

Storage

- No storage space is provided in the facilities. The Management Committee will not be held responsible for any personal items on the premises.

Decoration

- Nails, screws or other fixings, including tape, are not to be used for attaching decorations.

Animals

- No animals are permitted without prior approval from the Management Committee with the exception of assistance dogs.