

Terms & Conditions of Booking

General

The City of Adelaide Community Centres ('Centres') are friendly, accessible places that foster relationships between different people and contribute to community well-being.

Staff are guided by best- practice, strengths- based community development principles that actively enable community leadership, social inclusion, capacity- building, sustainability (in many forms) and a feeling of belonging in our communities. Our Centres offer a range of programs and activities driven by the needs, strengths and interests of City residents, visitors, workers and students.

Centre activities form part of an overall suite of Community Development activity supported by the City of Adelaide. In partnership with local residents, businesses, schools and groups, activities are offered in a variety of other Community Spaces in the City such as libraries, cafes and pubs, places of worship, schools, playgrounds, parks and verges. City of Adelaide ("Council") seeks to enable a balanced suite of activities across the City that reflect a broad range of community interests, needs and strengths and nurture a variety of unique neighbourhoods and local places with their own individual identities.

Where a booking is accepted as a 'Community' hire, the hirer must provide a flyer for display in the Community Centre. Hirers must also supply a short and long description of the 'Community' event/program and a high-quality image (under 1MB in landscape format) which will be used for promotion on the City of Adelaide What's On page www.cityofadelaide.com.au/whats-on

Sustainable Centres

The Centres are committed to improving environmental and social sustainability over time. We commit to integrate environmentally friendly practices into our Centres by operating in a manner that promotes energy and materials conservation, as well as waste reduction. We are also committed to assisting our community in analysing, reducing, and managing their own environmental impact and risks.

We commit to fostering the sustainable use of resources, recognising and respecting the approaches of Aboriginal and Torres Strait Islander peoples in minimising our impact on the land. We will work closely with our stakeholders to continually improve our sustainability practices. We will foster the initiation and ownership of environmental activities by all our staff, volunteers and Centre users through education, thereby building a strong environmentally aware community.

We expect Hirers to take an active role in sustainable practices whilst accessing the Centre. Hirers must not use electricity or water in a wasteful manner. Hirers are required to recycle and reuse where possible – we do not encourage the use of disposable, one-use items. Hirers are required to consult relevant signage regarding

waste separation if unsure when determining the appropriate bin in which to place waste. All waste must be separated into green organics, recyclables and general waste. Please speak to the Coordinator at the Centre if you need support with complying with these requirements of your booking.

Room Capacity and Room Hire Rates

Refer to www.cityofadelaide.com.au/your-community/community-development/community-centres/bookings or contact the Centre you are wishing to book for more information.

Booking Confirmation

All booking requests must be submitted online via our [website](#).

Clicking on the "I agree" button on the booking request confirms acceptance of these Terms and Conditions of Hire.

Upon receipt of your online application, Council will issue an automated acknowledgement by email within two business days.

After careful consideration, a response to your online application will be given within seven working days.

An electronic email will be sent confirming the acceptance or decline (with reason) of your booking. An acceptance will outline payment required with details of where to pay along with confirmation code to quote and is based on the following criteria being met;

- Copy of the group's Public Liability insurance certificate of currency
- Copy of Professional Indemnity Insurance (where applicable),
- Receipt of full payment, if applicable, within five business days of the date of acknowledgement.

Council will not follow up outstanding documents or fees. Council will not confirm bookings until these requirements are met.

Receipt of the room hire payment confirms Council's acceptance of the Booking.

Where fees are required and paid a final automated acknowledgement will be sent by email advising the booking is now fully confirmed.

Cancellations

In the event a group cancels a confirmed booking, all monies paid in advance will be refunded except when the cancellation is made within four working days of the meeting, in which case all monies will be retained as a cancellation fee.

If the cancellation is made within 48 hours of the meeting, Council reserves the right to refuse any future

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bookings at the Centre for a period of up to three months at its discretion.

Transfer of a Booking

Except at the discretion of the Centre Coordinator, a Hirer wishing to transfer a confirmed booking to an alternate date remains liable for all charges due.

Regular/Block Bookings

Regular/block bookings are approved by Council and will be assessed on their merits and availability. Priority is given to genuine community groups. Commercial groups can only book for a maximum of three months in advance.

Regular/Block/Seasonal bookings will only be approved on an individual basis. Council sets hire fees and insurance requirements for regular and ongoing Hirers.

Subject to termination; the Centre will only provide Hirers with a regular booking for up to the end of each calendar year. Long term Hirers of the facilities must give at least four weeks' notice of their intention to cease using the venue.

Last Minute Bookings

Bookings which are requested less than seven business days before the event may be able to be accommodated at the discretion of the Centre Coordinator if all criteria can be met.

Termination

The Centre may terminate the right to hire the venue at any future date by giving notice, in writing, to the last known address supplied by that Hirer. There will be no minimum notice necessary if this action is undertaken as a result of unruly behaviour, damage to property, disturbance to neighbours, failure to pay for booking or other costs and use of the premises at variance with the approved usage.

Room Selection

Selected rooms may not have access to kitchen facilities and, in some cases, be open to the public at the time of use. It is an expectation that hirers have visited the Centre prior to booking to ensure suitability for use and to discuss any needs with the Centre Coordinator.

Agreed Meeting Times

The Hirer is responsible for occupying and vacating the rooms within the times given in the online booking request and confirmed by the Centre Coordinator. Additional charges may apply at Council's discretion, if activities extend beyond the times specified. **All activities must end, and Hirers must have vacated the premises by the end time provided in the booking request.**

Keys/ Swipe Cards

Hirers must obtain a key/ swipe card for all bookings permitted out of Centre hours. Keys/ swipe cards can be collected during Centre opening hours by negotiation with the Community Centre Coordinator and must be

returned the business day following the booking unless alternative arrangements have been agreed. The exterior doors must always remain locked during use of the facilities.

Hire Fees

All fees and charges for the use of the Centre including room hire and equipment are reviewed and set annually by Council in line with the running costs of the Centre.

Where hire fees quote 'per session' a session relates to one hour.

Refer to www.cityofadelaide.com.au for more information about hire fees

Additional Fees

Additional charges may apply at Council's discretion, if

- Activities extend beyond the times specified.
- Equipment is stolen or damaged
- The Space is damaged, unclean or untidy
- Swipe card / keys are not returned in the allocated timeframe
- Swipe card / keys are lost
- Staff / Security call out are required
- Spaces are booked outside standard operational hours of Monday to Sunday

Payment

Unless otherwise agreed to by the Council, full payment of booking fees must be forwarded to the Council within 5 working days of confirmation of the booking. Payment may be made by credit card, cash or cheque (payable to "City of Adelaide") at Council's Customer Centre at 25 Pirie St Adelaide or over the phone on 8203 7203. Alternatively, payments can also be made in cash at the Centres.

Where an invoice for payment is required, this must be requested at the time of making a booking request.

Purchase orders will be accepted from government departments on confirmation of booking. An invoice for the booking fees will be sent upon receipt of the purchase order.

Bond

A bond may be applied for after hours and weekend activities. Where a bond is applicable it must be paid in full prior to the date of hire. For payment options, please refer to "Payment". The bond will be refunded if the area used is left in an undamaged, clean and tidy condition and the key/swipe card (refer "Keys") is returned. Bond refunds will be in the form of a cheque within 14 days of the hire. If any additional cleaning, repair or replacement due to damage or replacement of missing/stolen items is necessary, then part or whole of the bond will be retained and the Hirer will be invoiced for any costs over and above the bond.

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Security

The Hirer is responsible for securing the premises and ensuring that all lights and appliances are turned off and all external doors are locked. Full instructions will be provided upon collection of Swipe card / key. In the event that the building is not properly secured, any costs to recover security call out charges, repair to damaged items or replacement of stolen items will be borne by the hirer.

Council reserves the right to visit the Centres at any time during the booking period to check that activities are compliant with the Terms and Conditions of Booking.

Damage to Building & Equipment

The Hirer is responsible for any damage or loss to the building or equipment that may occur while the Centre under hire. If any additional cleaning, repair or replacement due to damage or replacement of missing/stolen items including swipe card/key is necessary as a result of the booking, then the hirer will be invoiced for any costs.

Emergency Response Plan

Hirers are advised to have an emergency response plan, for their own safety and protection, including contact details of police, ambulance and fire. Hirers should be familiar with the Evacuation Plan on display in all Centres.

Use of Equipment

Equipment available at each Community centre and in each room is detailed on the Online Booking Request and is available without extra charge. If you require additional equipment, please enquire at the time of booking whether this is available.

Additional equipment may be brought in at the cost of the hirer and at the discretion of Council. It is recommended that Hirers giving presentations arrange a mutually convenient time to attend the Centre in advance of their booking to test the equipment with their media device.

Hirers are required to supply their own stationery and consumables, including pens, paper (including butcher's paper) and whiteboard markers.

Room Set Ups and Furniture

Hirers are to set up space/s as required and to return all furniture to the position in which it was found. Be aware that other Hirers may require access soon after your booking, so it is important for spaces to be packed up and returned to the arrangement in which you found it by the end of your prearranged booking time.

Artwork is not to be covered or removed from the walls. If Hirers find particular artwork challenging, please discuss with the Coordinator.

Some Community Centre spaces host art exhibitions. People may seek to view artwork on display during your booking time. Please discuss this with the Community Centre Coordinator if this may compromise your activity.

Kitchen Facilities and Catering

External catering may be brought into the Centres at the cost of the Hirer.

Kitchen/kitchenette facilities are available. Centre Users using the kitchen must supply their own tea and coffee supplies, tea towels, food and beverages. Centre Users must not assume that the kitchen will always be available for use unless by prior arrangement with the Centre Coordinator recorded in the Booking Confirmation.

Crockery, cutlery and glassware are available on request, and at no extra charge. An additional fee for cleaning will apply if the following guidelines are not adhered to:

- Kitchen is to be left clean and tidy with all bench tops wiped down and the floor swept.
- All dishes must be washed, dried and returned to the area they were removed from.
- Wipe down the cooktop and oven if they were used.

Please note: Do not use the dishwasher unless you intend to put away the dishes immediately after the cycle is complete.

Licences

Liquor

If alcohol is to be consumed on the premises, it must be indicated on the online booking request and, once the booking is confirmed and accepted, a Liquor Licence from the Office of the Liquor Licensing must be obtained by the Hirer and must be submitted to Council prior to the function. Applications take up to 14 days to process and allocation of a license is not guaranteed. A copy of the licence must be forwarded to the Centre prior to hire. Information regarding obtaining a Liquor License is available by contacting:

Consumer and Business Services - Liquor, Gaming, Racing, Casino, Lotteries and Charities.

Phone: 131 882

www.cbs.sa.gov.au/wcm/licensing-and-registration

APRA (Australasian Performing Right Association)

Hirers may be required to obtain a music license if music is being played or performed at your event. This is a legal requirement. Further information is available on the APRA website or through the APRA office -

www.apraamcos.com.au

Noise Levels

Noise levels should be kept to an acceptable level and other people in the Centre or residing nearby must always be considered. No sound amplification equipment or live music is to be utilised unless with prior approval by the Coordinator that is clearly recorded on your Booking Confirmation.

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Displays, Signage and Decorations

Prior approval by the Council is required before the Hirer affixes any item to any surface of the rooms.

Deliveries, Storage and Removal

The Centres have very limited space and do not offer storage facilities. Council will not accept liability for any damage or loss to goods left or stored in the Centre prior to, during or after use.

Smoking

The Council has a Smoke Free Policy. Smoking and the use of electronic cigarettes is not permitted inside the Centre or within 5 metres of any entry/exit. Please be respectful of nearby neighbours and smoke or vaporise away from people's homes.

Parking

On street parking is available at all times. All parking is to be in accordance with the relevant by-laws and road rules.

Prohibitions

The following items are prohibited from use in the Centres:

- Flammable liquids or other dangerous substances
- Smoke Machines, dry ice machines and special effects
- Live ammunition, gunpowder or fireworks
- Illegal substances
- Helium Balloons must be removed when leaving

Hirers shall abide by all South Australian and Federal legislative requirements (including regulations) including but not limited to Work Health Safety Act 2012, Food Act 2001, Liquor Licensing Act 1997, Children and Young People (Safety) Act 2017 and Dangerous Good requirements. Council reserves the right to terminate the Booking Confirmation, following 7day notice in writing, if Hirers can't evidence their compliance with the relevant requirements.

Disclaimer

The Council, its employees, officers and/or agents, accepts no liability relating to the hiring of the Community Centres. The responsibility for any personal items, equipment or any other item remains the responsibility of the Hirer.

Indemnity

The Hirer must indemnify the Council against any liability, loss, claim or proceedings arising under any statute or at common law in respect of any injury, loss or damage to property, real or personal, or in respect of personal injury to, or death of, any person, arising out of or in the use of the hire of the Centre.

Insurance

The Council reserves the right to determine if the Hirer must affect and maintain for the period of the use, a policy of insurance for public liability.

If it is determined by the Council that the Hirer shall affect a public liability policy, the Centre User must maintain the policy for the full period of the use of the Centre. The policy of insurance must not be less than Twenty Million Dollars (\$20,000,000) in respect of any one claim.

The Hirer is required to produce Certificates of Currency to Council to confirm the booking **and the City of Adelaide must be listed as an interested party in the Hirer's insurance certificate of currency.**

It is at the Council's discretion if a different amount of public liability insurance is required. The Council reserves the right to request a higher or accept a different amount of cover depending on the specific circumstance of the use.

A Hirer holding an ad-hoc, private event and/or meeting may be able to draw upon the Council's Casual and Ad-hoc Hire Liability Policy. This policy is obtained through Local Government Risk Services and the indemnity limit is Twenty Million Dollars (\$20,000,000).

The Hirer must immediately notify the relevant insurer and/or the Council in writing of any occurrences or accident likely to give rise to a claim under the insurance policy and thereafter give all information and assistance as may be reasonably practicable in all the circumstances and give to the Council a statutory declaration as to any matters connected with such occurrence or accident.