



Spruance Hall - application to hire form

(Section 202 of the *Local Government Act 1999*)

Your details	
Your name / organisation	
Contact for organisation (if applicable)	
Address	
Contact number	
Alternative contact number	
Email	
If You are an Organisation, please select the level most appropriate for your booking:	
<input type="checkbox"/> Commercial	<input type="checkbox"/> Community Group
Permitted use	
Date of event	
Title of event	
Type of event	
Please specify what type of event you will be hosting (i.e. business meeting, workshop, birthday party, wedding/engagement)	
How many people do you anticipate will attend your event?	
*Dependent on the day/time of your event, security may be requested at a cost to You – see 'Conditions of Hire Contract – Security' for more information.	
Are your planned activities open to the general public	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, please provide details:	

City of Playford

Call — 08 8256 0333
playford@playford.sa.gov.au
playford.sa.gov.au

Post

12 Bishopstone Road
Davoren Park SA 5113

Visit

Playford Civic Centre
10 Playford Boulevard
Elizabeth SA 5112

Spruance Hall
Spruance Reserve
Elizabeth East SA 5112

Hire period		
Date	Venue Entry Time	Venue Exit Time

Please note: Setup (bump-in) and packdown (bump-out) are Your responsibility and must be completed within your Hire Period. Access to the Hire Area outside of the Hire Period is not permitted. Please use the space provided on Page 3 under 'Additional Requirements' to list any additional dates You may wish to book.

Regular hire		
Please complete this section if You are intending to hire the Hire Area on a regular basis		
Is Your group currently incorporated under the Associations Incorporations Act 1985 (SA)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Do you have an Australian Business Number (ABN)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If so, please provide the number		
Do you have Public Liability Insurance?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If so, are you able to provide us with a copy of Your Insurance Certificate of Currency?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

What is the regularity of Your Permitted Use and Hire Period?	
<input type="checkbox"/> Weekly	<input type="checkbox"/> Bi-Monthly
<input type="checkbox"/> Fortnightly	<input type="checkbox"/> Annually
<input type="checkbox"/> Monthly	<input type="checkbox"/> Other (please specify):
Who does your group cater for at Your event?	
<input type="checkbox"/> Children	<input type="checkbox"/> Seniors
<input type="checkbox"/> Teens	<input type="checkbox"/> All Ages
<input type="checkbox"/> Adults	<input type="checkbox"/> Person/s with a disability

Additional requirements

Please use space below to provide any additional information or requirements relating to Your booking, including additional dates carried over from Page 2:

Spruance Hall

Conditions of hire contract

(Section 202 of the *Local Government Act 1999*)

Things you should know:

The Hire Area has a capacity of 200 and is a great location for a wide range of events – birthdays, christenings, community gatherings, dance and music events and more. There is a small stage and a large wooden dance area. The Hire Area also has a commercial kitchen which includes an oven, deep fryer, dishwasher, a double door fridge and a pie warmer. Ample parking is available in our well-lit onsite car park, and accessible toilet facilities are also available.

1. Definitions

- 1.1. **Additional Fees** means fees payable under this Agreement in addition to the Hire Fee and includes, but not limited to, equipment hire, technicians and security.
- 1.2. **Agreement** means this agreement for hire of the Hire Area.
- 1.3. **Application** means an application for hire of the Hire Area.
- 1.4. **Artistic performance** includes, but is not limited to, arts such as dance, drama and music that may be performed before an audience.
- 1.5. **Council** means the City of Playford and includes its officers, employees and managers of the Hire Area.
- 1.6. **Hire Area** means Spruance Hall
- 1.7. **Hire Fee** means the fee in accordance with the schedule of fees adopted by the Council pursuant to section 188 of the *Local Government Act 1999* and as notified to You in writing by the Council.

2. General

- 2.1. Any reference to the Hire Area or any venue therein by You in any published matter, either written or electronic, shall refer to the Spruance Hall by its full title.
- 2.2. The Council reserves the right to refuse any booking without the necessity to give reasons for such refusal to You.
- 2.3. The Council must be informed of the purpose for which the Hire Area is to be used at the time any booking is made.
- 2.4. The Terms and Conditions and Hire Fees and charges contained herein may vary from time to time but any such variation shall not negate this Agreement and the Council shall not be under any obligation to explain the reasons for any such changes.
- 2.5. You must conduct and manage Your Permitted Use in a proper, orderly and lawful manner and must not permit any act, matter or thing which may injure the reputation of the Council.
- 2.6. The Council reserves the right to halt or cease an event if an incident occurs or it is deemed unsafe to continue.
- 2.7. Receipt of these signed Terms and Conditions by the Council confirms acceptance of these Terms and Conditions by You.
- 2.8. Where the context permits, all references to You includes references to:
 - a. Your employees;
 - b. Your agents and contractors;
 - c. Your volunteers; and
 - d. Your invitees.
- 2.9. You agree to:
 - a. use the Hire Area only for the Permitted Use, which may be non-exclusive use;

- b. ensure that You have all necessary approvals for the Permitted Use during the Hire Period;
- c. not assign, sub licence or transfer Your rights and obligation under these Terms and Conditions;
- d. comply with all applicable legislation, regulations and standards in respect of the Permitted Use during the Hire Period.

3. Tentative bookings

- 3.1. This Agreement can only be entered into by a person over the age of 18 years and is not transferable.
- 3.2. The Council may disregard any booking that is not confirmed within the terms of this Agreement and reserves the right to re-let unconfirmed bookings.

4. Confirmed bookings / deposit

- 4.1. An Application must be completed before the booking can be assessed for its suitability for the Hire Area.
- 4.2. Subject to clause 5, payment of the Hire Fee and Bond must be received by the Council within fourteen (14) days of the Hire Period to secure a booking that has already been confirmed by Council.
- 4.3. Subject to clause 5, an invoice will be sent for any Additional Fees incurred after Your Hire Period for payment within fourteen (14) days.

5. Applicable if you have sought regular hire of the hire area

- 5.1. You will be issued with a monthly account for Your Hire Fee and any Additional Fees for the Hire Period in the preceding month.

6. Cancellation of a booking

- 6.1. In the event that You cancel a booking after it has been confirmed by Council, written notification is required to be provided by You to Council at least two (2) weeks prior to the date of booking and a cancellation fee may apply.
- 6.2. Except at the discretion of the Council, You will remain liable for cancellation fees if You wish to transfer a confirmed booking to an alternative date.
- 6.3. The Council may cancel this Agreement with immediate effect by written notice to You if You fail to comply with any Term or Condition of this agreement or if the Council considers the cancellation to be necessary in the public interest.
- 6.4. The Council and any of its contractors or representatives (such as hired security) reserves the right to cancel, halt or cease the Permitted Use if, in the opinion of Council, there is an unacceptable risk to the health and safety to the public and/or Council property if the Permitted Use proceeds. The Council is not liable for any loss, liability action or claim You may suffer if the Council cancels, halts or ceases the Permitted Use.
- 6.5. In the event of cancellation, You are not entitled to a refund of any amount paid to the Council, but the Council may agree to refund any amount in its absolute discretion.

7. Bond / damages

- 7.1. The Bond is required to make good any damage that may be caused to furnishings, equipment or the Hire Area or to cover cleaning or security call out expenses should this be necessary as determined by Council.
- 7.2. The Bond will be refunded within five (5) working days after the Hire Period. A complete inspection of the Hire Area will be undertaken by Council to ensure there has been no damage or need for cleaning or security.

- 7.3. You should respect the Hire Area. Furniture or equipment must not be taken outside of the Hire Area without the prior permission of the Council.
- 7.4. During office hours, all damage, breakages and losses must be reported to Council on 08 8256 0500 as soon as possible. If they occur outside of office hours and they affect the security of the Hire Area and its patrons, You must contact the Council after-hours emergency contact number on 08 8256 0333.
- 7.5. You must immediately reimburse the Council for any breakages of furniture, fittings or equipment or damage to the Hire Area at a cost determined by the Council.
- 7.6. If the cost of the damage is equal to or less than the Bond, the amount will be subtracted from the Bond. If it is more than the Bond, the Bond will be withheld and further costs paid by You.
- 7.7. The Council accepts no responsibility for loss or damage to Your goods or equipment.
- 7.8. If Your booking has been deemed 'High Risk' by Council the additional "Information for high-risk bookings form" will apply to this Agreement.

8. Cleaning

- 8.1. The Hire Fee for the Hire Area does not include room setup, pack down or cleaning of the Hire Area at the conclusion of the booking. Such work is Your responsibility.
- 8.2. You must ensure that any furniture and equipment moved during the use of the Hire Area are returned to the configuration found at the commencement of the Hire Period by the agreed date and time and must ensure that the Hire Area is left in a clean and tidy condition as it was found and that proper care is taken for the Hire Area during its use. Any damage caused to the Hire Area from such use, however caused, must be made good at Your own cost.
- 8.3. You must, at your expense, keep the Hire Area in a neat, tidy and clean condition at all times during the Hire Period.
- 8.4. The kitchen must be left clean and tidy.
- 8.5. The deep fryer must be cleaned after use and no cooking oil is to be left in the fryers. All oil must be disposed of by You (oil is not to be poured down the drains) and no food is to be left.
- 8.6. No glass containers may be brought into the Hire Area unless agreed by the Council.
- 8.7. Rubbish bins will be provided, however bin liners must be provided by You. Any rubbish not able to fit into a bin with the lid closed according to the manufacturers recommendations must be taken away by You before the end of the Hire Period.
- 8.8. The cleaning charge is \$200.00 associated with the Council's removal of such rubbish may be charged to You and deducted from the Bond.

9. Security

- 9.1. You are required to hire security guards (1 per 100 people) should the Hire Period proceed past 7:00pm if required by the Council or as otherwise determined by the Council. Security will be arranged by Council and any associated costs will be met by You and paid prior to the commencement of the Hire Period.
- 9.2. For any Hire Period out of business hours You must arrange a convenient time with Council to collect a key to the Hire Area from the Playford Civic Centre (10 Playford Boulevard, Elizabeth) and You must return the key on the first business day after the Hire Period. You should allow sufficient time to be shown the

procedures of the Hire Area prior to the Hire Period including security system deactivation and activation.

- 9.3. Any cost associated with the loss, theft or damage to keys, or not returning them on the first business day after the Hire Period, will be met by You.
- 9.4. Any student or patron under the age of 18 will not be able to access the Hire Area or associated rooms unless accompanied by a responsible adult. It is Your duty to ensure the safety and conduct of all minors involved in Your Permitted Use.
- 9.5. Any doors that provide access to the Hire Area must not be left unattended.
- 9.6. You are obliged to notify Council as soon as reasonably practicable of any matter concerning the Hire Area of which Council should reasonably wish to be notified. This includes, but is not limited to, security concerns, fire, faults, accidents and/or hazards.

10. Operating procedures

- 10.1. If Your Hire Period occurs between Monday and Thursday, You must ensure that all guests leave the premises by 11:00pm, You must vacate by 12:00am, allowing time for cleaning.
- 10.2. If Your Hire Period occurs between Friday to Sunday, You must ensure that all guests vacate the Hire Area by 12:00am, You must vacate by 1:00am, allowing time for cleaning.
- 10.3. You are responsible for securing the Hire Area before leaving the Hire Area. You will be required to comply with other security procedures as specified by Council and as agreed upon by both parties.
- 10.4. You must liaise with Council for authorisation regarding compatibility of equipment You have hired and, delivery and collection times of such.
- 10.5. Prior to vacating the Hire Area, You must ensure that all electrical appliances, gas appliances, lighting and air conditioning/heating are switched off. A surcharge may apply for any equipment left on.
- 10.6. All personal belongings and equipment must be removed from the Hired Area. Equipment may be stored or left in the Hire Area only by prior arrangement with Council.
- 10.7. Children must be supervised at all times.
- 10.8. The Hire Area is a Child Safe Environment. All children who come to the Hire Area have a right to feel and be safe. Council is committed to the safety and well-being of all children and young people accessing our services and the welfare of the children in its care will always be our first priority. Council aims to create a child safe and child friendly environment where all children are valued and feel safe.

11. Liquor licencing

- 11.1. It is Your responsibility to obtain the relevant licence, for the consumption/supply of alcohol on the Hire Area, from the Liquor and Gambling Commissioner - 50 Grenfell St, Adelaide, phone (08) 8226 8477 or website <https://www.cbs.sa.gov.au/licensing-and-registration/liquor/> - and provide it to the Council fourteen (14) days prior to the Hire Period.

- 11.2. It is Your responsibility to ensure compliance with this liquor licence including that alcoholic beverages are not served to guests under the age of eighteen (18) years, or to guests in a state of intoxication. The right to discontinue the liquor service is reserved by the Council.

12. Smoking

- 12.1. In the interest of public health, and in line with Government Regulations, the Hire Area is a smoke free venue.
- 12.2. Outdoor smoking is permitted only in the designated area that provides butt bins.
- 12.3. Smoking is not permitted within 7 metres of any Council building.

13. Parking

- 13.1. Parking is only allowed in designated areas.
- 13.2. In the event that the designated areas are full, as a gesture of courtesy to the residents surrounding the Hire Area Council ask that You and Your guests limit parking to one side of surrounding streets to avoid street and kerb side parking congestion.
- 13.3. Emergency exits must not be blocked by any vehicle.

14. Storage

- 14.1. The Hire Area does not provide storage facilities other than event spaces booked by You during the Hire Period.
- 14.2. The Hire Area is inaccessible at all times outside of the Hire Period. Access at all other times is strictly on arrangement with Council. You are advised not to leave valuables in or around the Hire Area when not on site as the Council is not responsible for any items lost, stolen or broken on the Hire Area.
- 14.3. It is Your responsibility to remove all goods on conclusion of your event. Any goods left and not collected the next business day will be dealt with in accordance with the Council's obligations under the *Unclaimed Goods Act 1987* (SA).

15. First aid, incidents & near misses

- 15.1. Where possible, all slip and/or trip hazards should be removed immediately by You. All exposed cabling must be taped down or otherwise contained. A safety zone must be created around wet or unsafe areas and Council must be informed immediately if conditions create a hazard. Any protruding objects at or near floor level should be removed or clearly identified as hazardous.
- 15.2. It is Your responsibility to provide First Aid Kits.
- 15.3. You must give written notice to Council as soon as practicable, of any accident resulting in bodily injury (or near miss that could have resulted in such) which occurs on the Hire Area or in any way connected with the use of the Hire Area. The notice must include details of the time, place and circumstances of the accident and the names and addresses of any person(s) witnessing the accident. Council must ensure that notice is affected by completing the City of Playford Incident Or Near Miss Location Report Form (FM006.2).
- 15.4. All correspondence and forms referred to in subclause 15.3. are to be sent to the following:

16. Emergency procedure

- 16.1. It is Your responsibility to ensure that for the duration of Your Hire Period:
 - a. fire doors remain clear (both inside and outside) and unlocked
 - b. fire doors are not left or wedged open
 - c. areas surrounding safety equipment are not obstructed
 - d. all walkways (i.e. entrance/exit routes) are clear and free from obstruction
 - e. prams, pushchairs, walkers etc. are stored in an area that does not obstruct walkways
 - f. tripods for cameras do not obstruct walkways
- 16.2. The Council's after hours emergency enquiries contact number is (08) 8256 0333.
- 16.3. You must be aware of fire exits and emergency evacuation procedures prior to commencement of Your Permitted Use and must inform Your guests of these procedures. Please also observe the locations of, and the instructions on, extinguishers and fire blankets prior to Your Permitted Use.
- 16.4. In the event of an evacuation alarm being activated or any other emergency, it is Your responsibility to ensure all people associated with Your Permitted Use are evacuated from the Hire Area. Once the evacuation is complete, do not re-enter the Hire Area until instructed to do so by Council or Emergency Services personnel.

17. Prohibitions

- 17.1. You should be aware that there are fire detection devices installed throughout the Hire Area, therefore the use of smoke and dry ice machines is allowed only after obtaining permission from Council. You do so with the understanding that You will be responsible for any MFS call out fees should the machine(s) You use set off the Hire Area's alarms.
- 17.2. Laser lights and other special effects are permitted, but only within the interior of the Hire Area and in consultation and agreement with Council.
- 17.3. Any special effects considered by Council to be a necessary part of an artistic performance must be legally compliant and/or have appropriate licencing, as per the Safework SA requirements.
- 17.4. Except with the prior written approval from Council, the use of candles is prohibited in the Hire Area.
- 17.5. Flammable liquids or other dangerous substances must not be brought onto or stored in the Hire Area.
- 17.6. Gun powder or fireworks used for special effects are prohibited at all times.

18. Electrical and mechanical equipment

- 18.1. Any tape such as gaffer or masking tape that may leave glue or marks on the floor is not permitted. Any glue marks associated with the use of such tape may be subject to removal costs which will be met by You.

- 18.2. If You want to provide any additional sound, lighting or other electrical devices and mechanical equipment, over and above existing Hire Area equipment You must submit a complete list of such equipment for approval by Council prior to Your Hire Period.
- 18.3. All equipment brought onto the Hire Area must be electrically tagged and tested according to Council's requirements. You will be asked to remove any equipment that is not tagged and tested.
- 18.4. You must not provide any additional fittings, machines, electrical products, decorations or furnishings to the Hire Area unless they have been previously approved in writing by Council. You must immediately after each use (or if agreed by the Council immediately after any series of uses) remove all such additional fittings, machines, electrical products, decorations or furnishings from the Hire Area.
- 18.5. It is Your responsibility to ensure that any cabling running across floor surfaces be appropriately secured or contained by a method approved by Council in order to prevent trip hazards.
- 18.6. You must not install, use or bring into the Hire Area any additional electrical installation, equipment or fitting for the purpose of Your Permitted Use unless they have been previously approved by the Council. You must pay the cost of such installation, equipment or fitting, and any associated running costs (as determined by Council).

19. Jumping castles

- 19.1. The use of a jumping castle no greater than 3.0m x 3.0m is only permitted if the amusement has been hired from a company who has Public Liability Insurance, a copy of which must be provided to Council prior to Your Hire Period.
- 19.2. If the jumping castle exceeds 3.0m x 3.0m but is no greater than 5.0m x 5.0m, the hire company must have it registered as an amusement with SafeWork SA, a copy of which must be provided to Council prior to Your Hire Period.
- 19.3. The jumping castle must be self-weighted as to not damage any flooring.
- 19.4. Approval for the use of any jumping castle must be sought prior to Your Hire Period.

20. Artistic performance sound levels

- 20.1. Council reserves the right to control sound levels at the Hire Area.
- 20.2. You must respect the rights of nearby residents at all times. This includes, but is not limited to:
 - a. not using or doing anything that is noisy, offensive or dangerous so as to cause a disturbance
 - b. not doing anything that causes annoyance, nuisance, or damage to any occupier or owner of nearby property
 - c. not doing anything that may become an offence under any legislation
- 20.3. You should ensure that guests leave the Hire Area promptly and with a minimum of noise.
- 20.4. Failure to comply may, at a minimum, result in a forfeiture of Your Bond or recovery in full of costs incurred if a complaint is made in relation to Your use of the Hire Area.

- 20.5. Any attendance by SA Police may result in the bond being forfeited and may result in any further bookings being cancelled.

21. Programs / promotional material / tickets

- 21.1. There are limited areas available for posters and the positioning of these must be approved by Council. All displays must be removed immediately after the Hire Period.
- 21.2. Freestanding banners are permitted in the Hire Area, but positioning must be approved by Council prior to your event.
- 21.3. You must consult with Council in relation to the production of Your program for Your Permitted Use.
- 21.4. You must provide to the Council free of charge, for archival purposes, one copy of the program referred to in subclause 20.3. and one copy of all promotional material prepared and distributed by You or on Your behalf in relation to Your Permitted Use.
- 21.5. The City of Playford logo may appear on all of Your tickets and promotional material. Council will provide You with access to each logo, which must not be manipulated.

22. Insurance and compliance

- 22.1. You must obtain and keep current all necessary licences, exemptions, permits, consents or any other thing required by the laws of the State of South Australia and any regulations under such laws which may affect Your use or occupation of the Hire Area in any manner whatsoever and if requested by the Council, must provide a copy of such licence, exception, permit, consent or other thing to the Council before the Hire Period commences.
- 22.2. You must maintain a public risk policy of insurance in relation to Your use of the Hire Area for at least twenty million dollars (\$20,000,000) for any one claim and unlimited in the aggregate, and which covers events occurring during the policy's currency regardless of when claims are made, and which notes the indemnities given to the Council pursuant to this agreement, unless otherwise determined by the Council.
- 22.3. You must provide a copy of the Certificate of Currency for the public risk insurance policy described above to the Council before the start of the Hire Period.

23. Intellectual property rights

You warrant that in using the Hire Area for the Permitted Use You are not infringing the copyright, performing right or other intellectual property right of any third party and You must indemnify and keep the Council and its agents, employees, contractors and any person or body corporate acting for or on the Council's behalf indemnified in respect of all actions, claims and demands arising as a result of any breach or infringement of, any copyright, performing right or other intellectual property right by You.

24. Indemnity

You agree:

- 24.1 Your use of the Hire Area is at Your own risk;

- 24.2 the Council has given you no warranty that the Hire Area is suitable for the Permitted Use;
- 24.3 to release the Council from any claims that You may have against the Council for loss, damage, injury or death suffered or incurred as a result of Your use of the Hire Area; and
- 24.4 to indemnify the Council against all claims that are made against the Council for loss, damage, injury or death caused or contributed to by Your use of the Hire Area or any breach by You of this agreement.

25. Council's rights

The Council may:

- 25.1. carry out works within the Hire Area or surrounding areas that may interfere with Your use of the Hire area;
- 25.2. take any action that it considers to be reasonable if there is an emergency and You must comply with all directions of the Council during the emergency; and
- 25.3. do anything that You are required to do under this agreement if You do not do it or do not do it properly and recover its costs of doing so from You.

26. Expiry

This agreement expires at the end of the Hire Period. You must not use the Hire Area after expiry.

27. GST

If any GST (within the meaning of the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*) is payable on a supply made pursuant to this agreement then the recipient of the supply must pay the additional GST amount at the same time as it pays for the supply.

28. Costs

The Council may recover from You all costs it incurs in consequence of any actual or threatened breach by You of this agreement.

29. Special conditions

- 29.1. You must comply with all special conditions that are contained in Annexure A.
- 29.2. If there is an inconsistency between any special conditions set out in Annexure A and the rest of these Terms and Conditions, the special conditions will prevail to the extent of the inconsistency.

Spruance Hall

Agreement of Hire Contract

(Section 202 of the *Local Government Act 1999*)

Agreement		
I have read and accepted the Conditions of Hire of the Hire Area as described in this Application Form	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Signed	
Signed or initialed by you, or a person authorised to do so:	
Name	
Date	

Payments	
Hire Cost	\$
Bond Payment (if applicable)	\$
Security (if applicable)	\$
Other (specified below, if applicable)	\$
Total payable	\$
Please specify any additional costs (if applicable):	
Payment type	
<input type="checkbox"/> Cash	<input type="checkbox"/> MasterCard
<input type="checkbox"/> Cheque	<input type="checkbox"/> Visa
<input type="checkbox"/> EFTPOS	<input type="checkbox"/> Other (please specify):
Payment date	

Please return this signed Application Form to the Shedley Theatre Box Office (10 Playford Boulevard, Elizabeth, SA, 5112). For your records, a copy of this Application may be requested when returning the Application Form.