



Playford Civic Centre – Application to hire form

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
<input type="checkbox"/>	<input type="checkbox"/>
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?	
Are your planned activities open to the general public	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, please provide details:	

Hire area

Please select the venue/s required for your booking

<input type="checkbox"/> Function Centre (combined)	<input type="checkbox"/> Great Hall
<input type="checkbox"/> Function Centre 1	<input type="checkbox"/> Meeting Room 1
<input type="checkbox"/> Function Centre 2	<input type="checkbox"/> Meeting Room 2
<input type="checkbox"/> Meeting Room (combined)	<input type="checkbox"/> Mayor's Parlour

Hire period

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 6 under 'Additional Requirements' to list any additional dates you may wish to book.

Date	Setup start time	Setup end time	Event start time	Event end time	Venue exit time

Regular hire

(Please complete this section if you are intending to hire 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 yes, please provide a copy of your insurance Certificate of Currency.		

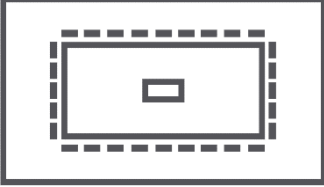

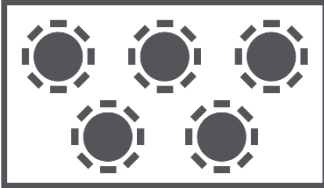
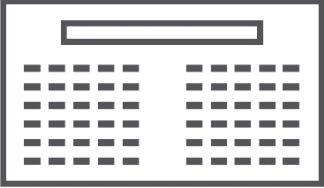
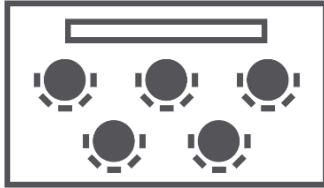

What is the regularity of your permitted use and hire period? (if applicable)

<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? (select all that apply)

<input type="checkbox"/> Children	<input type="checkbox"/> Seniors
<input type="checkbox"/> Teens	<input type="checkbox"/> All ages
<input type="checkbox"/> Adults	<input type="checkbox"/> Persons with a disability

Room setup (if applicable)

<input type="checkbox"/> Boardroom (hollowed) 	<input type="checkbox"/> Classroom 
<input type="checkbox"/> Cabaret (closed-rounds, max. 10 people) 	<input type="checkbox"/> Theatre 
<input type="checkbox"/> Cabaret (open-rounds, max. 8 people) 	<input type="checkbox"/> U-Shape 

Technical requirements

Please indicate if you require any of the following equipment and if you will be providing your own or if you wish to hire*

<input type="checkbox"/> Laptop	<input type="checkbox"/> Providing own	<input type="checkbox"/> Hire
<input type="checkbox"/> Cabling (HDMI / VGA cable)	<input type="checkbox"/> Providing own	<input type="checkbox"/> Hire
<input type="checkbox"/> Extension lead	<input type="checkbox"/> Providing own	<input type="checkbox"/> Hire

* Please note: Hire of equipment will incur a \$100 charge (total)

Additional requirements

Please indicate if you require any of the following

<input type="checkbox"/> Grand piano	Price on application
<input type="checkbox"/> Whiteboard (Function Centre only)	No additional charge
<input type="checkbox"/> *Projector and screen (Function Centre only)	\$200 per pair
<input type="checkbox"/> *Projector and screen (Meeting Rooms only)	No additional charge

Number of screens required	<input type="checkbox"/> 1	<input type="checkbox"/> 2
<input type="checkbox"/> Stage (function rooms only)	\$200	
<input type="checkbox"/> Pipe and draping for stage (curtain behind stage)	\$200	
<input type="checkbox"/> Venue sound system	No additional charge	
<input type="checkbox"/> Lectern with wired microphone	\$50	
<input type="checkbox"/> Additional wireless microphones	\$50 each, per day	
Number of additional wireless microphones (if available)	<input type="checkbox"/> 1	<input type="checkbox"/> 2
	<input type="checkbox"/> 3	<input type="checkbox"/> 4
<input type="checkbox"/> Lifter/scissor lift (certificate required)	No additional charge	
<input type="checkbox"/> Other equipment (please list any additional equipment requirements for your booking):		
Additional requirements		
If you are providing your own or hiring City of Playford equipment, please provide information regarding how you would like the equipment arranged (i.e. side of stage, on stage etc.), as well as any additional information with regard to your booking:		



Playford Civic Centre

Conditions of hire contract

1. Definitions

- 1.1. **Additional Fees** means fees payable under this Agreement in addition to the Hire Fee and includes, but not limited to, Additional Requirement, 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 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 manager of the Hire Area.
- 1.6. **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 Playford Civic Centre or any Hire Area therein by You in any published matter, either written or electronic, shall refer to the "Playford Civic Centre" 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. You must only use that part of the Hire Area specified in this Agreement and the entrance/s to it.
- 2.5. The Conditions of Hire 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.
- 2.6. 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.
- 2.7. The Council reserves the right to remove a person/s from the Hire Area without liability if behaviour is not considered appropriate.
- 2.8. Receipt of these signed Conditions of Hire by the Council confirms acceptance of these Conditions of Hire by You.
- 2.9. 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.
- 2.10. 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 obligations under these Conditions of Hire; and
- 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. A deposit of 50% of the Hire Fee must be received by the Council within fourteen (14) days of the date this Agreement to secure a booking that has already been confirmed by Council.
- 4.3. The Council reserves the right to request that the balance of the Hire Fee be paid upfront and prior to the commencement of the Hire Period without the necessity to give reasons for such request.
- 4.4. Subject to clause 6 an invoice for the balance of the Hire Fee will be due for payment seven (7) business days prior to your Hire Period.
- 4.5. 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

You are required to pay 50% of the Hire Fee as a deposit for the first day of the Hire Period and such deposit must be received by the Council within fourteen (14) days after the date of this Agreement. You will then be issued with a monthly account for Your outstanding Hire Fees 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 the Council at least two (2) weeks prior to the Hire Period 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 alternate 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 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 the 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 – (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 the Council the additional "Information for high risk bookings form" will apply to this Agreement.

8. Cleaning

- 8.1. 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.
- 8.2. You must, at Your expense, keep the Hire Area in a neat, tidy and clean condition at all times during the Hire Period.
- 8.3. No glass containers may be brought into the Hire Area unless agreed by the Council.
- 8.4. Rubbish bins and plastic liners will be provided. 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.
- 8.5. A cleaning charge of \$200.00 associated with the Council's removal of such rubbish may be charged to You and may be deducted from the Bond.

9. Insurance and compliance

- 9.1. 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.

- 9.2. 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.
- 9.3. 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.

10. First aid, incidents & near misses

- 10.1. 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.
- 10.2. It is Your responsibility to provide First Aid Kits, however additional kits can be found in The Shedley Theatre Café and Box Office.
- 10.3. You must give written notice to the Council as soon as practicable, of any accident resulting in bodily injury (or near miss that could have resulted in such) which occurs in Hire Area or in any way connected with the use of 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).
- 10.4. All correspondence and forms referred to in subclause 10.3. are to be sent to the following:
Phone: (08) 8256 0333
Mobile: 0466 406 265
Email: theatre@playford.sa.gov.au

11. Emergency procedure

- 11.1. 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. aisles, stairwells, entrance/exit routes) are clear and free from obstruction
 - e. Prams, pushchairs, walkers etc. are stored in the foyer to prevent obstruction of walkways
 - f. Tripods for cameras do not obstruct walkways
- 11.2. The Council's after hours emergency enquiries contact number is (08) 8256 0333 or 0466 406 265.
- 11.3. You must be aware of fire exits and emergency evacuation procedures prior to commencement of Your Permitted Use and must inform Your

guests/audience/participants of these procedures. Please also observe the locations of, and the instructions on, extinguishers and fire blankets prior to Your Permitted Use.

- 11.4. In the event of an evacuation alarm being activated or any other emergency, with the assistance of Council, 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.
- 11.5. Council recommends the use of sign in/out sheets for You to keep track of Your personnel in the event of an emergency evacuation.

12. Operating procedures

- 12.1. You will be required to complete a checklist on the day and/or prior to your Hire Period with the Council. The checklist will be reviewed by Council at the conclusion of Your Hire Period.
- 12.2. If Your Hire Period occurs between Monday and Thursday You must ensure that all guests leave the Hire Area by 11.00pm, You must vacate by 12.00am, allowing time for cleaning.
- 12.3. If Your Hire Period occurs between Friday and Sunday You must ensure that all guests leave the Hire Area by 12.00am, You must vacate by 1.00am, allowing time for cleaning.
- 12.4. You must liaise with Council for authorisation regarding compatibility of equipment You have hired, and delivery and collection times of such.
- 12.5. All personal belongings and equipment must be removed from the Hire Area. Equipment may be stored or left in the Hire Area only by prior arrangement with Council.
- 12.6. Children must be supervised at all times.
- 12.7. 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.

13. Security

- 13.1. You are required to hire security guards (1 per 100 people) for any Hire Period after 5pm if required by the Council or as otherwise determined by the Council.
- 13.2. 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.
- 13.3. Any doors that provide access to the Hire Area must not be left unattended.
- 13.4. 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.

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 and associated rooms are/or inaccessible at all times outside of the Hire Period, including any time between bump-in/out, rehearsals and performances (if on the same day). 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. Food and beverage

- 15.1. No outside catering is to be brought into the Hire Area, nor is any food or beverage allowed to be taken from the Hire Area.
- 15.2. No Bring Your Own (BYO) drinks are allowed.
- 15.3. Final numbers and special dietary requirements must be provided no less than 5 days prior to the Hire Period.

16. Liquor licencing

- 16.1. The Function Centre, Great Hall, and Shedley Cafe are licenced venues. All alcohol must be purchased from the in-house liquor services.
- 16.2. It is Your responsibility to ensure 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.

17. Smoking

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

18. Parking

- 18.1. Parking is only allowed in designated areas.
- 18.2. Emergency exits must not be blocked by any vehicle.

19. Prohibitions

- 19.1. 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. Laser lights and other special effects are also permitted, but only within the interior of the Hire Area and in consultation and agreement with Council.
- 19.2. 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.
- 19.3. You are responsible for displaying audience warning signs, in conjunction with an auditory warning should the event include any of the following:
 - a. strobe lighting and/or any rapidly flashing lights
 - b. loud bangs and/or sudden noises

- c. scenes of a strong and/or graphic nature
 - d. excessive swearing and/or confronting language
 - e. nudity
 - f. smoke, haze and/or fog
- 19.4. Except with the prior written approval from Council, the use of candles is prohibited in the Hire Area.
- 19.5. Flammable liquids or other dangerous substances must not be brought onto or stored in the Hire Area.
- 19.6. Gun powder or fireworks used for special effects are prohibited in all areas of the hire area at all times.

20. Structure, fittings, alterations

- 20.1. You must not, without prior written consent of Council, make or permit to be made:
- a. any alterations or additions of a capital or structural nature to the Hire Area or any part of it;
 - b. any alteration to the electrical system serving the Hire Area.
- 20.2. You must, in the course of any alterations or additions made with the consent of the Council pursuant to this clause, comply with all of the Council's reasonable requirements.
- 20.3. Unless otherwise agreed in writing, all alterations or additions in the nature of a fixture made by You pursuant to subclause 22.1. remain or become the property of the Council upon the expiration of the Hire Period, the Council paying no compensation to You for such alterations and additions.

21. Electrical and mechanical equipment

- 21.1. If You want to provide any additional sound, lighting or other electrical devices and mechanical equipment, over and above existing venue equipment You must submit a complete list of such equipment for approval by the Council prior to the Hire Period.
- 21.2. All equipment brought onto the premises 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.
- 21.3. The Safe Operating Procedures and/or Instruction Manuals must be available for all electrical equipment brought onto the premises.
- 21.4. You must ensure that all electrical equipment brought onto the premises is operated by competent persons who have the required skills, knowledge and experience to undertake the task safely.
- 21.5. 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 the 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.
- 21.6. You must not bring into the Hire Area any electrical appliance to be used in connection with any event or use unless it has been tested to Australian Standard AS 3000 and tagged to the satisfaction of the Council.
- 21.7. You must ensure that any approved electrical appliance brought into the Hire Area by You is maintained, fit for purpose and safe to use, to the satisfaction of the Council whilst it is in the Hire Area.

- 21.8. 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.
- 21.9. You must not install, use or bring into the Hire Access any additional electrical installation, equipment or fitting for the purpose of Your 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.
- 21.10. Charges for electricity consumed by an installation, equipment or fitting referred to in subclause 23.7. and the cost of any additional Council staff required because of the installation will be determined by the Council and the cost will be met by You.
- 21.11. A standard lighting rig will be available for Your use. If You wish to change the standard lighting rig, the Council must be notified at least two (2) weeks before commencement of the Hire Period. If You change the standard rig, You must return the standard rig in the Hire Period or there will be an additional charge to return to standard.

22. Heating/cooling system

The temperature of the Hire Area is temperature controlled by a management system and cannot be adjusted by You.

23. Supervising/qualified technician

- 23.1. Council will be responsible for any re-rigging of lights and any other technical adjustments during Your setup. Council is not available to operate equipment during the staging of any performance beyond what is negotiated with the Council.
- 23.2. All lighting, audio and audio-visual (AV) equipment owned by the Council may only be operated under the supervision of Council. Under no circumstances is this equipment to be operated by anyone who has not been trained or instructed to do so.
- 23.3. You may provide your own technical operations who must be fully qualified, such qualifications to be verified and approved by the Council at its sole discretion.
- 23.4. A supervising and qualified technician is required to be present in the Hire Area when house sound and lighting equipment is used. Council must approve the qualifications of any technicians provided by You.
- 23.5. During the Your bump-in, Council may assist with rigging and focussing lights, final placement of sets and props on stage, setting up lights and multi-media requirements and supervising the use of technical equipment. During bump-out Council will assist in returning the Hire Area to its standard configuration.
- 23.6. The Council may not be available to operate equipment during the running of Your booking however, Council may provide a technician for that role. Use of technicians provided by the Council will incur at additional cost to You.
- 23.7. All technicians provided by the Council will be charged to you at \$50.00 per hour. Public Holidays will be charged to You at \$85.00 per hour.

24. Artistic performance sound levels

- 24.1. Council reserves the right to control sound levels at the Hire Area. Sound levels cannot be guaranteed and no liability will be accepted. Consideration should be given to hirers of other areas nearby. Please advise your guests accordingly.

- 24.2. 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
- 24.3. You should ensure that guests leave the Hire Area promptly and with a minimum of noise.
- 24.4. Failure to comply may, at a minimum, result in recovery in full of costs incurred by Council if a complaint is made in relation to Your use of the Hire Area.
- 24.5. Any attendance by SA Police may result in the Bond being forfeited and may result in any further bookings being cancelled.

25. Art exhibition program

- 25.1. The Great Hall may be used from time to time for the display of art works. Artwork will not be removed for any event except at the discretion of Council.
- 25.2. All artwork for display must be approved by Council.

26. Television / radio coverage / film / recording fee

- 26.1. The Hire Area and associated rooms are Child Safe Environments. Whether or not any function held in the Hire Area may be recorded using any medium is at the sole discretion of Council.
- 26.2. Without the prior written permission of the Council, photography and electronic recording of any description is prohibited. If approval is given, the photographer or videographer must wear identification acknowledging his or her status.

27. Intellectual property rights

You warrant that in use of 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.

28. Indemnity

You agree:

- a. Your use of the Hire Area is at Your own risk;
- b. the Council has given you no warranty that the Hire Area is suitable for the Permitted Use;
- c. 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
- d. 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.

29. Council's rights

- The Council may:
- a. carry out works within the Hire Area or surrounding areas that may interfere with Your use of the Hire Area;
 - b. 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
 - c. 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.

30. Expiry

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

31. 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.

32. Costs

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

33. Special conditions

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

Playford Civic Centre

Agreement of hire contract

Agreement		
I have read and accepted the Conditions of Hire of the Hire Area as described in this Application Form. I also agree to make myself or an authorised person available onsite fifteen (15) minutes prior to the commencement of the Hire Period to complete a Site Induction with Council staff.	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Signed	
I confirm that I agree with the terms and conditions outlined and have provided accurate information as part of this 'agreement of hire contract'.	
Full name	
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.

Playford Civic Centre

Annexure A – special conditions

Incident & hazard report form

To be filled in where a Near Miss, Personal Injury or Property Damage has occurred

- If **Near Miss** fill in page 1
- If **Personal Injury** fill in pages 1 and 2
- If **Property Damage** fill in page 1 and 3

Person(s) involved details

<input type="checkbox"/> Employee	<input type="checkbox"/> Volunteer	<input type="checkbox"/> Contractor	<input type="checkbox"/> Temp	<input type="checkbox"/> Visitor	<input type="checkbox"/> Member of public	<input type="checkbox"/> Program participant
Given name:		Family name:		Contact details:		

Details of incident

<input type="checkbox"/> Injury to worker	<input type="checkbox"/> Injury to volunteer	<input type="checkbox"/> Injury to public	<input type="checkbox"/> Personal injury / illness	<input type="checkbox"/> Damage to Property	<input type="checkbox"/> Environmental Incident	<input type="checkbox"/> Near miss
Location:		Area:		Date of Incident:	Time of Incident:	

Describe the incident or near miss

Immediate corrective action taken (To prevent further incident or hazard causing damage)

Were there any witnesses? Yes No

Name(s):	Contact Details:
Name(s):	Contact Details:

Injury details

Injured Person:

Injury Type:	<input type="checkbox"/> First aid injury	<input type="checkbox"/> Medical treatment	<input type="checkbox"/> Lost time injury	<input type="checkbox"/> Report only	<input type="checkbox"/> Fatality
--------------	---	--	---	--------------------------------------	-----------------------------------

Injury details

What was the injured person doing?

What happened?

Select / write down body part injured



Fist aid / medical treatment

First Aider:	Other:
--------------	--------

Treatment Given:

Doctor/Medical Centre/Hospital:

What was damaged?	
Person Involved:	
Damage Type:	Date Reported:
Council Equipment/Property:	
Damage description	
Does the property belong to a third party? <input type="checkbox"/> Yes <input type="checkbox"/> No (if yes, fill in the box below, if no go to next question)	
Third party property description:	
Third Party Owner:	Third Party Type:
Was a vehicle involved? <input type="checkbox"/> Yes <input type="checkbox"/> No (if yes, fill in the box below, if no go to next question)	
Employee driver name:	License number:
Third Party Name and Contact Details:	
Illustration of vehicle accident (if relevant)	