



District Council of Loxton Waikerie

Principal Office: 29 East Terrace, Loxton ~ Telephone (08) 8584 8000

Loxton Recreation Complex Hire User Agreement Application Form

Council has a duty of care to ensure public safety at all times and before any activity can happen on Council land or land under the care and control of Council.

Applications for hire must be made by persons over 18 years of age.

This application form **MUST** be completed and submitted 10 working days prior to the proposed event/activity.

Name of Contact Person																											
Name of Organisation applying																											
Organisation Type (If applicable)	<input type="checkbox"/> Community Group <input type="checkbox"/> Commercial Group <input type="checkbox"/> Private Function <input type="checkbox"/> Recreation Group <input type="checkbox"/> Sporting Group																										
Postal Address		Postcode																									
Email Address																											
Phone		Mobile																									
Prior to completing this form please phone Council on 8584 8000 to check availability and make a tentative booking.																											
Dates /Times requested for Seasonal Hire Any community organisation, group or individual that hires the facility on an ongoing basis for a specified playing season or program.	Please tick all appropriate boxes. Note Hire Applications need to be completed and returned prior to your first hire session each season. <u>PLEASE attach season games fixtures to enable Council to book home games</u> <table border="0"> <thead> <tr> <th>Training date commencement of hire</th> <th></th> <th>Date ending</th> </tr> </thead> <tbody> <tr> <td><input type="checkbox"/> Monday</td> <td>Start Time</td> <td>Finish Time</td> </tr> <tr> <td><input type="checkbox"/> Tuesday</td> <td>Start Time</td> <td>Finish Time</td> </tr> <tr> <td><input type="checkbox"/> Wednesday</td> <td>Start Time</td> <td>Finish Time</td> </tr> <tr> <td><input type="checkbox"/> Thursday</td> <td>Start Time</td> <td>Finish Time</td> </tr> <tr> <td><input type="checkbox"/> Friday</td> <td>Start Time</td> <td>Finish Time</td> </tr> <tr> <td><input type="checkbox"/> Saturday</td> <td>Start Time</td> <td>Finish Time</td> </tr> <tr> <td><input type="checkbox"/> Sunday</td> <td>Start Time</td> <td>Finish Time</td> </tr> </tbody> </table>			Training date commencement of hire		Date ending	<input type="checkbox"/> Monday	Start Time	Finish Time	<input type="checkbox"/> Tuesday	Start Time	Finish Time	<input type="checkbox"/> Wednesday	Start Time	Finish Time	<input type="checkbox"/> Thursday	Start Time	Finish Time	<input type="checkbox"/> Friday	Start Time	Finish Time	<input type="checkbox"/> Saturday	Start Time	Finish Time	<input type="checkbox"/> Sunday	Start Time	Finish Time
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Dates/Times requested for Casual Hire Any community organisation, group or individual that hires the facility for a once-off or for a specific occasion	<table border="0"> <tbody> <tr> <td>Date</td> <td>Start Time</td> <td>Finish Time</td> </tr> <tr> <td>Date</td> <td>Start Time</td> <td>Finish Time</td> </tr> <tr> <td>Date</td> <td>Start Time</td> <td>Finish Time</td> </tr> <tr> <td>Date</td> <td>Start Time</td> <td>Finish Time</td> </tr> <tr> <td>Date</td> <td>Start Time</td> <td>Finish Time</td> </tr> </tbody> </table> <p><i>All changes or additions to bookings are required to be made in writing and emailed to council@lwdc.sa.gov.au</i></p>			Date	Start Time	Finish Time	Date	Start Time	Finish Time	Date	Start Time	Finish Time	Date	Start Time	Finish Time	Date	Start Time	Finish Time									
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Estimated number of guests/participants																											

Public Liability Insurance (Please attach)	Yes <input type="checkbox"/> No <input type="checkbox"/> The permit holder MUST provide a copy of their current public liability insurance policy which covers the event to the minimum level of \$10million per claim. This is a compulsory requirement.																																																
Purpose of Hire/ brief description of event																																																	
Will food and/or drink be supplied?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, you MUST provide the Food Business Notification (FBN) Number/s Type of food Contact person Contact details																																																
Will alcoholic beverages be supplied?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, a 'Limited Liquor License' may be required https://www.loxtonwaikerie.sa.gov.au/council-services/enquire-or-apply																																																
Will amplified music or a public address system be used?	Yes <input type="checkbox"/> No <input type="checkbox"/> Details																																																
Will waste bins be required?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please state number of bins required and location of delivery																																																
Erection of structures or signage	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please advise the type of structure, size and its location. Damage to Council property, such as broken/damage irrigation and drainage will be charged to the Hirer. Details																																																
What Facilities within Complex do you require access to? No Keys/fobs will be issued when hiring outside spaces	<table border="0"> <tr> <td>Inside Court 1</td><td><input type="checkbox"/></td><td>Change Room Home <i>half</i></td><td><input type="checkbox"/></td></tr> <tr> <td>Inside Court 2</td><td><input type="checkbox"/></td><td>Change Room Home <i>full</i></td><td><input type="checkbox"/></td></tr> <tr> <td>Outside Court 1</td><td><input type="checkbox"/></td><td>Change Room Away <i>half</i></td><td><input type="checkbox"/></td></tr> <tr> <td>Outside Court 2</td><td><input type="checkbox"/></td><td>Change Room Away <i>full</i></td><td><input type="checkbox"/></td></tr> <tr> <td>Outside Court 3</td><td><input type="checkbox"/></td><td>Meeting Room 1</td><td><input type="checkbox"/></td></tr> <tr> <td>Outside Court 4</td><td><input type="checkbox"/></td><td>Meeting Room 2</td><td><input type="checkbox"/></td></tr> <tr> <td>Canteen/Kitchen Facilities</td><td><input type="checkbox"/></td><td>Both Meeting Rooms</td><td><input type="checkbox"/></td></tr> <tr> <td>Mezzanine (not currently available)</td><td><input type="checkbox"/></td><td>Gym Room</td><td><input type="checkbox"/></td></tr> <tr> <td>Media Room</td><td><input type="checkbox"/></td><td>Gym Program Room</td><td><input type="checkbox"/></td></tr> <tr> <td>Medical Room</td><td><input type="checkbox"/></td><td>Bay Storage x 1</td><td><input type="checkbox"/></td></tr> <tr> <td>Internal Storage x 1</td><td><input type="checkbox"/></td><td>Outdoor Breezeway</td><td><input type="checkbox"/></td></tr> <tr> <td>Other</td><td></td><td>Other</td><td></td></tr> </table>	Inside Court 1	<input type="checkbox"/>	Change Room Home <i>half</i>	<input type="checkbox"/>	Inside Court 2	<input type="checkbox"/>	Change Room Home <i>full</i>	<input type="checkbox"/>	Outside Court 1	<input type="checkbox"/>	Change Room Away <i>half</i>	<input type="checkbox"/>	Outside Court 2	<input type="checkbox"/>	Change Room Away <i>full</i>	<input type="checkbox"/>	Outside Court 3	<input type="checkbox"/>	Meeting Room 1	<input type="checkbox"/>	Outside Court 4	<input type="checkbox"/>	Meeting Room 2	<input type="checkbox"/>	Canteen/Kitchen Facilities	<input type="checkbox"/>	Both Meeting Rooms	<input type="checkbox"/>	Mezzanine (not currently available)	<input type="checkbox"/>	Gym Room	<input type="checkbox"/>	Media Room	<input type="checkbox"/>	Gym Program Room	<input type="checkbox"/>	Medical Room	<input type="checkbox"/>	Bay Storage x 1	<input type="checkbox"/>	Internal Storage x 1	<input type="checkbox"/>	Outdoor Breezeway	<input type="checkbox"/>	Other		Other	
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What Equipment will you need to have set up?	Basketball Rings	<input type="checkbox"/>	Access to scoring benches	<input type="checkbox"/>
	Netball Rings	<input type="checkbox"/>	Laptop	<input type="checkbox"/>
	Volleyball Nets	<input type="checkbox"/>	Big Screen	<input type="checkbox"/>
	Other		Other	
If using the meeting rooms what equipment do you require?				
Do you have any other requirements?	No <input type="checkbox"/> Yes <input type="checkbox"/>			
Additional terms and conditions (to be filled out on an individual basis)	Please list the names of any contractors and or service that you will be engaging as part of your event/activity eg catering, stalls, bands, amusement devices (insurance details and relevant documentation must be attach as per the conditions of hire) and any specific requirements negotiated with Council.			

IMPORTANT: The issuing of this Hire Agreement is subject to:

- ☐ Payment of \$25 Bond per key issued
- ☐ Payment of \$78 Bond per fob issued
- ☐ I have read, understood and agree to the Terms and Conditions in the User Agreement
- ☐ I have engaged our peak body and understand their COVID-19 return to training/sport requirements
- ☐ **The permit holder must provide a copy of their current Certificate of Currency Insurance for \$10m with each permit application.**

I/ We will be responsible for payment of the fees and charges for the hire of the facilities in accordance with the conditions of hire. Yes I/We have received, read and understand the standard conditions of hire and agree to convey the standard conditions to hire to members of our group.

Name 1		Date	
Position		Signature	
Name 2		Date	
Position		Signature	
Name 3		Date	
Position		Signature	
Name 4		Date	
Position		Signature	

STANDARD CONDITIONS OF HIRE

- 1 Hirers/users participating in managing areas, sporting and recreational activities must be aware of any inherent risk associated with the activities and by participating are voluntarily accepting the risks involved in such activities.
- 2 **Each user must sign a user agreement and comply with the conditions of hire.**
- 3 All facility bookings are to be made in advance through your authorised committee booking officer to council.
- 4 All hire fees will be invoiced to your organisation after the event on a monthly basis.
- 5 **A regular hirers making application for seasonal/annual/term bookings must nominate a commencement and finish dates and times.**
- 6 **All Hirers must supply the names and contact numbers of the organisations authorised delegates prior to commencement of hire.**
- 7 The hirer agrees to use only that part of the facility nominated in the Hire Agreement Application Form for which a fee will be invoiced.
- 8 **A hirer may not assign sub-rental arrangements of this facility to another organisation under this agreement under any circumstances.**
- 9 The hirer is required to give (7) days' notice of cancellation. Otherwise full payment must be made.
- 10 Hirers must ensure they obtain the necessary permits or licences for their activities eg Liquor Licence and for their own protection ensuring that;
 - a) You familiarise yourself with the Harm Minimisation and Responsible Service of Alcohol clauses covered by the Liquor Act 2007 and the Liquor Regulation 2008. It is an offence for alcohol to be served to minor (people under 18 years of age). Please refer to Office of the Liquor and Gambling Commissioner Phone: 131 882 or <https://www.cbs.sa.gov.au/liquor-gambling-lotteries>
 - b) If alcohol is being sold at an event (*this includes a free drink with an entry fee or fee for a meal that includes alcohol*) you must have a licence.
 - c) **Any additional services or contractors engaged by them (the hirer) must have appropriate public liability insurance cover (minimum of \$10 million dollars) and a function licence if required.**
 - d) Council must be informed of any event in which additional services, entertainment etc will be conducted at a Council facility. The hirer must contact Council if in any doubt as to the requirements.
- 11 It is the responsibility of the hirer/user to ensure that all people participating in the activity conduct the activity in an appropriate and responsible manner in accordance with any rules governing the activity and do not create a health or safety risk to themselves or other persons using or visiting the facility.
- 12 The user/hirer must report to Council all major/critical/serious incidents involving person on Council property or Council property as soon as possible by phoning 8584 8000 during office hours or our afterhours call centre Loxton - 08 8584 8000
- 13 Council requires all users/hirers of Council facilities to **conduct pre-use and after-use inspections of the facilities, equipment and environment** to ensure they are safe every time a facility is used. Relevant safety checklists forms have been provided to assist with this responsibility and must be completed and returned to the council. Any urgent maintenance issues must be notified to Council as soon as possible.
- 14 Any unsafe facilities/grounds must **not be used** and should be reported to Council immediately.
- 15 All portable structure must be used in strict accordance with manufacturer's instructions/guidelines and be approved for use by Council prior to the structure being used.
- 16 Amusement devices must be used in strict accordance with the manufacturer's guidelines and be approved for use by Council and Safeworks SA prior to operation.
- 17 Casual hire is normally a family party or private function eg a wedding and hirers cannot use the facility for more than a total of ten (10) days over any twelve (12) month period. (Casual hire excludes commercial/income producing hirers, incorporated bodies, sporting clubs or associations of any kind). Casual hirers must provide evidence of suitable liability cover. If cover is required it can be provided through Local Community Insurance <https://www.localcommunityinsurance.com.au/>
- 18 Any other hirer/user must maintain a public liability insurance policy for a **minimum** of Ten millions dollars (**\$10, 000,000**) against all actions, costs, claims, damages, charges and expenses whatsoever which may be brought or made or claimed against the permit holder in relation to the activity. Any user that has employees engaged in activities at the facility must provide a copy of their Works Compensation Policy. Copies of these insurance must be provided to council prior to any use of the facility. Any organisation that engages the use of volunteers should have volunteer insurance.
- 19 The hirer shall indemnify the Council against all claims (if not otherwise covered by insurance) arising from the actions of the hirer of the facility by any person, club or organisation and also arising as a consequence of the breach of this agreement by the hirer or user.
- 20 Any electrical equipment that the user brings to the facility must be appropriately tagged by a certified person to comply with all WHS requirements.
- 21 No internal changes, renovations or addition are to be made to Council facilities without the prior written approval of Council.
- 22 **NO ADDITIONAL KEYS MAY BE CUT BY THE HIRER.** A hirer or person nominated by the hirer may collect the key/fob(s) and sign out/in the nominated key(s) during office hours 9.00am-5.00pm at the respective council office.
- 23 All music played must be kept to a level that avoids disruption to nearby residential areas. All music must cease at MIDNIGHT. The facility and car park must be vacated by 1.00am
- 24 The person or group signing the User Agreement shall be held responsible for the cleanliness of the facility. Failure to leave the facility in a clean and safe condition will result in hirer/users paying for a cost of cleaning the facility.
- 25 Should the facility not be left clean (inside and out) and in a safe condition at the completion of hire of the facility. Council is entitled to recover the costs of any damages from the hirer and may in appropriate cases result in the termination of this agreement.

- 26 Council will not be liable for the damage or loss of equipment brought and / or left on the premises. Each hirer must have their own contents insurance cover for these items.
- 27 The hirer must obtain Council's approval for the erection of any signs within or outside the facility.
- 28 Nails, screws or any other fastening device are not to be driven in or attached in any way to the walls, floors, timberwork, ceilings, furniture or fittings.
- 29 The set/pack up of the tables and chairs is the responsibility of the hirer. Please return all chairs and tables to the allocated storage areas in a safe and neat fashion.
- 30 The emergency exits and walkways must be kept clean at all times.
- 31 Tables and chairs are not to be dragged across floorsurfaces.
- 32 **No smoking** is allowed in ANY Council building or in the vicinity of any opening door or windows that allows exposure to passive smoking.
- 33 When leaving the facility please ensure that you secure the building windows, doors etc.
- 34 Council or any of its officers may refuse any booking or to cancel a booking without providing any reason to the hirer and shall in no way be liable for any loss or damage suffered by the hirer or any firm or corporation supplying any article or service to the hirer.
- 35 All rubbish must be removed from the premises after the activity.

Induction for Hirers

Hirers/User must familiarise themselves with the items listed below when arranging your event at this facility and advise those attending the event of the following;

- Safe access and egress points
- Emergency exits, evacuation plan and external assembly point
- Emergency contact numbers
- **In case of fire call 000**
- Fire extinguishers and fire protection equipment (example hose reels and fire blankets)

Remember to report to Council any equipment fault or items considered a hazard to you or other users.

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