



## **DISTRICT COUNCIL OF LOXTON WAIKERIE**

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



# **Loxton Recreation Complex User Agreement Guidelines**

*July 2020*

## KEY CONTACTS

Purpose	Organisation	Contact phone
Emergency	Loxton Police Service	000
Fire	Loxton MFS	000
Accident/Injury	SA Ambulance Service Loxton	000
Water supply	SA Water	1300 729 283
After hours emergency assistance	Loxton Waikerie Council	0428 876 511
After hours emergency assistance	Loxton Waikerie Council	0409 582 421
General Agreement/Hire of Equipment	Loxton Waikerie Council	08 8584 8000

## 1. INTRODUCTION

### 1.1 Purpose

The purpose of this user agreement guideline is to:

Identify nominated roles and responsibilities required of users of these facilities to manage and maintain the Loxton Recreation Complex in a manner which ensures a safe environment for recreation sporting club participants and the general public. *Throughout this document the Loxton Recreation Complex is referred to as 'The Facility'.*

## 2. PROCEDURES - HIRING THE FACILITY

### 2.1 Introduction

All community organisations, groups and individuals wanting to hire the Loxton Recreation Complex as a whole or areas within the facility are required to **complete a Loxton Recreation Complex Hire Application Form**.

All completed Hire Application Forms for regular or casual use of the facility are to be forwarded to the Council for assessment, a minimum of 10 working days prior to the intended use. Approval will only be issued for the use of the facility if an application meets all of the terms and conditions referred in these guidelines.

If approval for use of the facility is provided, the Hirer must pay a bond and provide evidence of public liability insurance coverage and other relevant licences and permits as applicable before use of the facility.

Council reserves the right to withdraw the availability of the facility if it is deemed unfit for use (for example, due to maintenance). Applicants will be notified as early as possible if the facility is not available for use.

*Prior to use of the facility, every hirer must undertake a mandatory induction to understand all emergency and safety processes related to use of the facility.*

*The induction must be undertaken by a representative over the age of 18 years who will be present during the facility booking.*

*Minimum induction requirements are detailed in Loxton Recreation Complex Hirers Induction Checklist.*

## **2.2 The Process in Brief**

### **2.2.1 Placing a booking (Hirers responsibilities – organisations and Individuals booking the facility)**

- 1 **CONTACT** Council for enquiries regarding hire of the facility including application process, fees and required supporting documentation e.g. insurance, licences, permits etc. Email [council@lwdc.sa.gov.au](mailto:council@lwdc.sa.gov.au)
- 2 **COMPLETE** a Loxton Recreation Complex Hire Application Form
- 3 **APPLY** for relevant licences/permits if applicable
- 4 **SUBMIT** complete and sign the Loxton Recreation Complex Hire Application Form attaching evidence of public liability insurance and other relevant licences and permits.
- 5 **APPROVAL** will be given upon Council receiving all required documentation, within 10 working days.
- 6 **ATTEND** a pre-hire facility inspection and induction which must be conducted with a Council representative.
- 7 **PAY BOND** (\$78 per fob and/or \$25 key) to Council and sign the key allocation form for receipt of security keys.
- 8 **USE** the facility in accordance with the terms and conditions of the Hire Agreement.
- 9 **RETURN** the key/fob within the agreed timeframe and receive bond back.
- 10 **INVOICES** for use of the facility will be sent at the end of each month according to the fees and charges listed on Council's website. An additional charge will apply to any damages to the facility during the period of hire any damage to the facilities will be on charged from Council to the hirer.

### **2.2.2 Taking a Booking (Council responsibilities – Community Development Assistant responsibilities)**

- 1 **RESPOND** to enquiries, seek out further information to assess whether the hire purpose is appropriate for the facility, provide the potential Hirer with a Hire Agreement Form, Public Liability and Public Indemnity Application Form (if applicable), and other information relevant to required licences and permits etc.
- 2 **ASSESS** a Loxton Recreation Complex Hire Agreement Form and obtain copy of public liability and public Indemnity (if applicable).
- 3 **NOTIFY** the hirer if there is any reason that the hire cannot be accepted.
- 4 **FORWARD** Public Liability Insurance and relevant paperwork to Council's WHS/Risk Coordinator for any large events.
- 5 **OBTAIN BOND** \$78 per fob and/or \$25 per key for the of security keys (maximum of 2 keys/fobs given during the hire) issue an invoice and receipt.
- 6 **CONDUCT** a pre-hire inspection and induction with the Hirer, covering; the state of facility and equipment, ensuring it is safe and fit for purpose, emergency procedures, potential hazards, and instructions for use of the equipment. Allocate key/fob upon signing of the Key/Fob Allocation Form.
- 7 **CONDUCT** a post hire inspection (where possible, with the hirer)
- 8 **RETURN BOND** to the hirer.
- 9 **RECORD** all documentation and notify Community Development Officer of any incidents or maintenance issues that need to be attended to.

### **2.3 Exceptional uses – beyond the standard hire**

Events that could potentially have a detrimental impact on the facility, other facility users and/or surrounding areas may not be approved.

### **2.4 Prioritising conflicting hire requests**

While Council endeavours to offer opportunities to all potential Hirers for regular or casual use of the facility, there are times when the demand for the facility is greater than what is available. When this occurs access will be made available in accordance with the following priorities:

- the organisation, user group or individual is based in the Loxton Waikerie community
- the suitability of the applicant's activity in relation to the facility
- an applicant's previous history with Council and compliance with the terms of hire (i.e. fees paid on time, cleanliness of the facility, and support of Council objectives).

### **2.5 Refusal**

Council reserves the right to reject, refuse or veto any application without any right of compensation or other consideration.

### **2.6 Termination**

Council may immediately terminate the hiring of a facility by the Hirer at any time if the Hirer:

- has not provided a current public liability insurance cover, or obtained and paid for an insurance cover with Council
- if there are any breaches of the Hirer's obligations specified within this agreement
- provides any information that is deemed to be false, incorrect or misleading
- is causing a danger to the safety of patrons or the public, undertaking activities that risk loss or damage to property, behaves in a way that breaches any law.

### **2.7 Privacy Act**

In compliance with the Information Privacy Act all personal information collected by Council will be used for the facility management business purposes only and kept confidential. It will not be disclosed to any third party unless Council is required to disclose the information under other legislation or disclosure is deemed reasonable under the circumstances.

## **3. CONDITIONS OF HIRE**

### **3.1 General Conditions of Hire**

The right to use the Loxton Recreation Complex is subject to Council receiving a completed Loxton Recreation Complex Hire Application Form, signed by the proposed Hirer, agreeing to comply with the Conditions of Hire. Where the Hirer is a community organisation, business or group the Hire Application Form must be signed by a duly authorised member or employee/volunteer. Where a person signs the Hire Application Form on behalf of the Hirer, the person is signing the Hire Application Form:

- acknowledging that he or she is authorised to sign the Hire Application Form on behalf of the organisation hiring the facility
- guarantees that the Hirer will strictly observe and perform the obligations outlined in the Agreement; and
- agrees to pay a fee for any loss suffered by Council due to a breach of the conditions by the Hirer.

PLEASE NOTE: Hirers cannot be under 18 years of age.

Applications to hire the facility for regular use can be made on the one Hire Application Form for the whole sporting season or a maximum of a 12 month period.

The hire of this facility by the community is in accordance with Council's Community Facilities and Licencing Policy does not deem to provide any lasting rights of possession or other tenure over the facility to the Hirer, or confer on the Hirer the rights to exclusive possession or right to sub-let the facility in any manner.

The Hirer shall be entitled to use **only** those areas of the facility requested and approved by Council. Where appropriate, Council reserves the right to hire out any other portion of the building, for any other purpose at the same time (e.g. Meeting Rooms).

The Hirer must **only** use the facility for the purpose and between the hours specified in the Hire Application Form, unless other permission has been granted by Council. Any use beyond those times will be subject to an additional fee.

A person who has completed the induction to open and close must be onsite at all times.

#### **2.4 Indemnity**

The Hirer uses the facility at the Hirer's own risk and releases Council to the extent permitted by law, against all liability and loss in connection with the facility, including where Council terminates the hiring of the facility for any reason whatsoever. The Hirer expressly indemnifies Council and Council's staff against all loss and liability in connection with the Hirer's use of the facility including, any damage caused to the facility or any loss, injury or death to any person in or about the facility, except to the extent to which the Council is negligent.

### **4. FEES AND CHARGES**

#### **4.1 Hiring Fee**

Hiring fees for the facility are set by Council annually and are set out in Council's fees and charges available on Council's website.

The Hirer must pay the hire fee to Council prior to the use of the facility. Where seasonal use is approved, a monthly invoice will be raised.

The Hirer will also be invoiced for any additional cleaning that is required as a result of using other areas not originally approved for use in the agreement. E.g. Hire is for use of the courts but the meeting rooms have been used.

The Hirer will also be invoiced a minimum of \$75.00 per hour for any after hour's callouts that may occur including security breaches.

The Hirer will be liable for any damages excluding normal wear and tear of the building.

#### **4.2 Key Bond**

A bond must be paid by the Hirer as security against loss of any keys and security tags. Bond amounts must be paid in full prior to any keys being issued to the Hirer. The bond fee for a key is \$25.00 and fob \$78.00 each that is provided to the Hirer.

*e.g. The Hirer requires 4 fobs, the bond payable is  $4 \times \$78 = \$312.00$*

### **5. RISK MANAGEMENT**

#### **5.1 Overview**

Council and the Hirers of the facility have a requirement to ensure that the safety of users and their guests is maintained at all times. This includes ensuring that activities undertaken are not dangerous or likely to cause harm.

Council and Hirers have a responsibility to identify and control the risks associated with the use of the facility. Council has processes in place to regularly identify hazards, it is prudent for Hirers to have a Risk Management Plan that is associated with the task that is being

undertaking. This helps to broaden the understanding of unwanted risks and effectively enables Council and the hirer to make informed decisions on issues that affect the safety of Hirers and their guests.

High risks are to be reported immediately to Council by phoning 8584 8000 to log a report and speak to the WHS & Risk Coordinator for advice.

## **5.2 Incident Report Forms**

Incident Report Forms are required to be urgently completed to record details of either a major, minor, near miss or medical incident.

A copy of this form must be forwarded to Council via email [council@lwdc.sa.gov.au](mailto:council@lwdc.sa.gov.au) for Council's records and to action any follow up maintenance that maybe required within 24 hours.

### **In the case of an Emergency call 000**

## **5.3 Insurance**

### **5.3.1 Public Liability Insurance**

The activities of community organisations, groups, businesses and individuals that hire the facility are **NOT** protected by Council's Public Liability Insurance.

Each sporting club and community group must:

- hold its **OWN** Public Liability Insurance and must ensure that it remains current for the duration of the hire period.

If an existing Public Liability Insurance Policy is held, the hirer must provide a certificate of currency to Council at the time of submitting the Hire Agreement Form. The insurance policy must be listed in the name of the community organisation, group, business or individual with an insurer approved by Council to a value of \$10 million (minimum).

### **5.3.2 Contents Insurance**

Contents purchased or supplied by Hirers are not considered fixtures of the facility and remain the property of the Hirer and are **NOT** insured by Council. Council **DOES NOT** insure property which is owned by others. Cash, consumable goods and sporting equipment kept on premises by Hirers are also **NOT** insured by Council.

Each community organisation, group, business or individual are advised to obtain contents insurance to ensure protection of their investment in the event of loss, damage, theft etc.

## **5.4 Electrical Safety**

Hirers are responsible for ensuring that all non-Council owned:

- portable electrical equipment used meets Australian Standards
- electrical appliances used in the facility are maintained in accordance with Manufacturers recommendations and Australian Standards
- electrical appliances are tested and tagged by a qualified tester
- electrical appliances are set up correctly and used safely
- electrical equipment/ appliances are visually inspected prior to use.

Council may from time to time undertake spot inspections of electrical equipment.

### **5.5 First Aid**

The Hirer must bring their own injury management equipment and materials suitable for the activity being undertaken. In the case of an emergency a First Aid Kit is located within the kitchen of the facility.

It is the responsibility of each Hirer to ensure the provision of adequate first aid coverage during their period of use/hire.

## **6 EMERGENCY MANAGEMENT**

### **6.1 Compulsory Facility Induction**

It is the responsibility of Council to ensure the Hirer and or representative who will be present throughout the duration of the hire, has undertaken a facility induction and is made aware of evacuation procedures, emergency exits, equipment and emergency assembly points. The Hirer must sign the induction checklist prior to the commencement of hire.

### **6.2 Emergency evacuation**

It is the responsibility of the Hirer to:

- know where all exit paths and emergency assembly areas are located
- keep all exits and exit paths clear during the use of the facility and know where emergency equipment is located (e.g. fire extinguishers)
- ensure activities to be undertaken by the Hirer and Hirer's guests are not dangerous
- not interfere with any emergency equipment or notices
- meet the cost of replacement or repair of such emergency equipment caused by any improper use
- call the Fire Brigade (by dialling 000) before attempting to fight any fire
- only attempt to fight the fire with the equipment provided and if trained and safe to do so
- not continue to fight the fire beyond the first 30 seconds. If the fire is not extinguished within that time, the Hirer must commence the evacuation procedure
- assume responsibility for themselves and their guests
- notify Council of all situations or near misses which have occurred as soon as possible.

Hirers should only re-enter a facility once they are advised by emergency authorities that it is safe to do so.

## **7 RESPONSIBLE MANAGEMENT AND USE OF FACILITIES**

The Hirer must comply with all requirements and directions given by Council when using the facility.

The Hirer must not:

- affix any signs, notices or memorabilia in the interior or exterior of the facility without Council's prior written consent
- bring any heavy equipment or flammable substances into the facility
- permit any animals to be brought into the facility other than an assistance animal
- use candles, sparklers or permit smoking in the facility, including the change rooms
- other than those agreed, items stored in the storage bays must be removed at the end of each hire, hirers will be charged a removal fee by Council should Council have to remove any items.

### **7.1 Smoking in Council Facilities**

Smoking is not permitted in or around The Facility.



## **7.2 Food Safety**

The Hirer must comply with all relevant provisions of the South Australian Food Act 2001 and must not offer any food or drink for sale without a Temporary Food Permit. To obtain a Temporary Food Permit, an application form must be submitted to Council seven days prior to event.

### **7.2.1 Catered events and commercial food operators**

Any catering groups engaged to provide food for a special event or function must have a Certificate of Registration, issued by Council. Hirers should obtain a copy this certification prior to the event to ensure the currency of registration. A copy of the catering companies Public Liability Insurance and Certificate of Currency must also be obtained and provided to Council.

### **7.2.2 Do not permit storage of food on the premises**

It is important that Hirers remove all food and beverages from the premises after usage.

## **7.3 Alcohol Provision**

Alcohol is not permitted within or on any of the facility or its grounds without the express permission of Council and a limited Liquor License has been obtained.

## **7.4 Storage**

Dependant on the duration of hire, storage bays may be made available for hire groups to utilise on a temporary or ongoing basis.

The installation, or arrangement of additional storage space at The Facility (whether it be temporary or permanent) must not be undertaken without prior approval from Council in writing.

All equipment must be kept in designated storage areas. Storage of equipment in toilets and showers or across doorways and access passages is not permitted.

Any hazardous items (i.e. cleaning products, gas bottles etc) must be stored correctly and in a safe and secure place, away from general public access and out of reach of children. All cleaning chemicals should remain in their original container and be locked in a secure cupboard.

## **7.5 Security and Keys**

Hirers are responsible for the security of facilities during their use/hire period and will be liable for the cost of missing security keys or fobs.

Each Hirer will be issued with two security keys and fobs at the beginning of the hire period and the keys will need to be returned within the timeframe mentioned in this Agreement otherwise the hirers key bond will be forfeited.

Due to extended hire periods for some sporting and community clubs, Council may at their discretion increase the number of security keys issued to those clubs to a maximum of four (4) security keys/fobs.

If for whatever reason Council needs to open up the facility for the Hirer after the security tags have been issued, then a \$75.00 call out fee may be charged to the Hirer.

All Hirers must comply with security measures and have secured the facility in an appropriate manner after their use.

Any lost or stolen keys or fobs must be reported to Council immediately to ensure that the facility's security is not compromised. In this instance the Hirer may forfeit their bond.



- No keys/fobs are to be left on public display within facilities
- Keys/fobs given to Hirers are not to be tagged identifying them in relation to the facility.

Under no circumstances are keys to be loaned to any other club, organisation, school or person without updating Council's Key/Fob Register, Induction and Hire Agreement.

## **7.6 Cleaning**

User groups are required to leave the facility in a clean and tidy condition after each use. All rubbish must be picked-up prior to the completion of use of the facilities (including the sports ground and its surrounds), this includes rubbish generated by spectators at the venue.

Cleanliness will be monitored by Council Officers, who will conduct regular inspections.

Clubs are required to enforce the following conditions with regards to cleanliness:

- Floors and walls must be kept clean and sanitised, particularly in food preparations areas.
- Refrigerators, benches, draws and shelving must be kept clean (i.e. all cups/ glasses washed and stored after use)
- All utensils and equipment must be stored in cupboards/ drawers/ or sealed containers when not in use
- Rubbish bins must be isolated from food, emptied on a regular basis and kept in a way so as not to attract flies and vermin
- Toilets, showers and change rooms must be left in a clean and tidy condition and all litter must be placed in the bins provided.
- Common/function areas should be kept clean and presentable; and items to be put back how they were found at the end of each use.
- Sports ground surrounding the complex should be cleaned after use (i.e. Litter free – no bottles, medical tape and food wrappers).

The facility has CCTV fitted throughout the building and in outside areas; any damage to any of the rooms or any unauthorised usage of the rooms that were not booked to the user group will incur a fee for all cleaning charges and may result in an amendment to further usage of the facility by that user group being denied.

## **8 DEFINITIONS**

Terms within the user guide requiring definition or explanation are:

### ***Facility***

The Loxton Recreation Complex

### ***Council***

District Council Loxton Waikerie including employees, agents and Councillors

### ***Regular/Seasonal Hire***

Any community organisation, group or individual that hires the facility on an ongoing basis for a specified playing season or program.

### ***Casual Hire***

Any community organisation, group or individual that hires the facility for a once-off or for a specific occasion.

### ***Hirer***

The community organisation or group representative, or individual specified in the Hire Agreement Form and where it is consistent with the context, includes the Hirer's employees, agents, invitees and persons the Hirer allows in the facility.

***Community Organisation/Groups***

A not for profit organisation that exists exclusively for charitable purposes or as an amateur sporting group, arts, craft or other special interest group established for the benefit of the community of Loxton Waikerie.

***Hiring of facilities***

Refers to use of the facility on a single, irregular or regular basis for the purpose of a sporting activity, meeting or function.

**9      APPENDICES**

The purpose of these supporting documents is to assist both the Hirer and Council to manage and maintain the Loxton Recreation Complex in a manner which ensures a safe environment for recreation sporting club participants and the general public.

<b>Appendix 1:</b>	<b>Loxton Recreation Complex Hire Application Form</b>
<b>Appendix 2:</b>	<b>Loxton Recreation Complex Internal Hire Checklist</b>
<b>Appendix 3:</b>	<b>Loxton Recreation Complex Hirers Induction Checklist</b>
<b>Appendix 4:</b>	<b>Loxton Recreation Complex Public Incident Report Form</b>
<b>Appendix 5:</b>	<b>Loxton Recreation Complex Key/Fob Allocation Form</b>
<b>Appendix 6:</b>	<b>Loxton Recreation Complex Opening and Closing Procedure</b>