City of Port Lincoln

Template No 16-92-T1

Address: Level One, Civic Centre, 60 Tasman Terrace, Port Lincoln SA 5606
Postal Address: PO Box 1787, Port Lincoln SA 5606
Email: plcc@plcc.sa.gov.au **Web:** www.portlincoln.sa.gov.au
Telephone: (08) 8621 2300

HIRE AGREEMENT – ARTEYREA WORKSHOP

Applicant to complete ***Part A, Part B, Part C and Part D*** and submit via email to community@plcc.sa.gov.au or in person to the City of Port Lincoln administration office, Civic Centre, Level One, 60 Tasman Terrace, Port Lincoln.

Part A – Hire Agreement Application				
Hiring Name/Organisation:				
Contact Name:				
Postal Address:		Post Code:		
Phone Number:				
Email:				
Type of Hire:	☐ One Off Hire			
	☐ Ongoing Hire	☐ Weekly	☐ Monthly	☐ Other, please state
Activity Name:				
Activity Description:				
Start of Hire Date:		End of Hire Date:		
Start of Hire Time:		End of Hire Time:		
Note: The hire date and times are to include any set up and pack up time. If you would like your activity promoted in the Community E-Newsletter or added to the ArtEyrea Calendar, please specify the activity start and finish dates and times below.				
Additional information/requirements:				
Approximate number of people attending:				
Will a music system or amplified sound system be used:	☐ Yes	☐ No		
Would you like your activity: Promoted in the Community E-Newsletter Added to the ArtEyrea Calendar	 ☐ Yes ☐ Yes	 ☐ No ☐ No		

Part B – Special Hire Agreement Requirements

If your activity involves children, young people or vulnerable persons, you must provide a Child Safe Environment Compliance Statement.

If your proposed activity presents an actual or potential risk, you must submit a risk assessment. Council may also request a risk assessment where it considers one is necessary. For guidance on completing risk assessment, please refer to the Event Safety Risk Assessment and Event Management Plan.pdf

Part C – Indemnity

FORM OF INDEMNITY
FOR UNDERTAKING PRIVATE ACTIVITIES ON COUNCIL LAND AND COMMUNITY FACILITIES

This form must be completed in all instances

THIS INDEMNITY is given for the date/s as applied in Part A

By _____ organisation/individual (Hereinafter called "the Indemnifier") to the City of Port Lincoln (hereinafter called "the Council").

WHEREAS the Indemnifier has applied to the Council for authority to use a portion of a public area under the Councils control and care, for the purpose stated in Part A.

The hirer agrees to indemnify the Council, its servants and agents and each of them from and against all actions, costs, claims, damages, charges and expenses whatsoever which may be brought or made or claimed against them or any of them, arising out of or in relation to the issuing of this agreement.

The hirer shall take out and keep current public liability insurance in the name of the hirer insuring the hirer for the minimum sum of twenty million dollars ($20,000,000) against all actions, costs, claims, damages, charges and expenses whatsoever which may be brought or made or claimed against the hirer in relation to the activity.

The hirer must provide confirmation of insurance to the Council. Such policy shall bear the endorsement of the Insurer indicating the Insurer accepts the indemnity given by the hirer.

_____

Signature of authorised Applicant being 18 yrs or over

(On behalf the above organisation, or as an individual applicant)

Part D – Terms and Conditions of Hire

1. Applications should be submitted two (2) weeks prior to the hire. Late or incomplete applications may not be approved.
2. Cancellation of One-Off Hires must be notified by email to community@plcc.sa.gov.au at least 7 days prior to the booked date of hire to avoid being invoiced.
3. For Ongoing Hires, any individual date(s) that will not be used must be advised by email to community@plcc.sa.gov.au at least 7 days prior to the scheduled hire date. If notice is not received within this timeframe, the hirer will be invoiced for the scheduled hire date(s).
4. The Form of Indemnity (Part B) must be signed and a copy of their public liability insurance for twenty million dollars ($20,000,000) supplied for the period of the hire agreement.
5. The hirer must provide required documentation outlined in section Special Hire Conditions where applicable and requested by Council.
6. The hirer must participate in a venue induction and orientation with Council.

7. The hire agreement is **not** transferable, and access is authorised on the date/s and between the times as indicated on the hire agreement.
8. The hirer will only use the workshop for the purpose stated on the Hire Agreement.
9. The hirer shall comply with and give all notices required by any Act of Parliament, Ordinance, Regulation or By-law relating to the activity.
10. The hirer must comply with Council's NO SMOKING policy at all times.
11. The hirer must ensure emergency evacuation exit doors and designated emergency exit ways are always clear and un-obstructed and ensure that access to emergency equipment is unrestricted.
12. The hirer shall ensure the facility is left in a clean and tidy condition. This includes ensuring all equipment, chairs and tables are packed away. Failure to do so may result in cleaning fees being charged.
13. The hirer will ensure that all windows and doors are securely fastened, lights are turned off and alarm has been set. Costs incurred as a result of not complying with these conditions may be on-charged to the permit holder.
14. Electrical equipment owned by the hirer has current and approved electrical test and tag.
15. The hirer is responsible for ensuring they meet any Phonographic Performance Company of Australia (PPCA) licence requirements (please direct all enquiries to www.ppca.com.au).
16. If you intend to sell or supply alcohol you may be required to obtain a liquor licence from the liquor licensing commission, please contact council in the first instance.
17. Any damage must be reported to Council, including any maintenance requirements, hazards identified or incidents or injuries that have occurred.
18. Damage to Council property will be rectified by Council and the cost of repairs may be on-charged to the hirer.
19. Use of the facility must not cause annoyance to local residents or the general public. The hire agreement may be terminated at the direction and/or discretion of a member of the Police or an authorised Council Officer. **If you are concerned that your event is becoming beyond your control or the conditions of this permit, please contact SAPOL on 131 444.**
20. Access key/s issued will be returned to the Council as soon as practicable after the hire period for occasional hire or at the conclusion of the regular hire period.
21. A refundable key deposit of $20 may be required on collection. In the event of a lost key, a fee of Cost plus 10% may be charged at our discretion.
22. For regular hires, hire fees include access to one storage cupboard. Requests for access to additional storage will be at Council's discretion and a fee may be charged.
23. This hire agreement is liable to be revoked by Council if the hirer fails to comply with any conditions of this hire agreement, or may be revoked in any other justifiable circumstance.
24. The hirer must complete the site orientation prior to use for occasional hire, or annually for regular hirers.
25. The hirer will not alter the building, hang anything, or change any part of the facility or fixture without prior consent from the City of Port Lincoln.

Applicant Declaration

I declare that I am 18 years of age or over and have read and agree to comply with the Terms and Conditions of hire.

Name:		Position:	
Signature:		Date:	

INTERNAL USE ONLY			
Part E – Assessment of Hire Application			
Hire application is:	**Approved** ☐ **Not Approved** ☐		
Special Hire Conditions:			
Risk Assessment Required:		Yes ☐	No ☐
DHS Child Safe Environment Compliance Statement Required:		Yes ☐	No ☐
Comments:			
Name:		Position:	
Signature:		Date:	

OFFICE USE ONLY	
Part A complete:	YES ☐ NO ☐
Part B complete:	YES ☐ NO ☐
Copy of Insurance Provided:	YES ☐ NO ☐
Hire Fee Applicable:	YES ☐ $_____ NO ☐ (GL 1060351)
Is Alcohol being supplied or served?	YES ☐ NO ☐
- If YES, documentation provided	YES ☐ NO ☐
Added to Calendar:	YES ☐ NO ☐
Key and alarm code issued:	YES ☐ NO ☐
Key collected and deposit taken:	YES ☐ NO ☐ Receipt no _____
Keys returned and Deposit Refunded	YES ☐ NO ☐ Receipt no _____