CALL

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#### POST

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### **EMAIL**

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### **VISIT**

Playford Civic Centre 10 Playford Boulevard Elizabeth SA 5112

Stretton Centre 307 Peachey Road Munno Para SA 5115



# TERMS AND CONDITIONS FOR THE HIRE OF COUNCIL GROUNDS

The issuing of this permit is subject to:-

- 1. The permit holder agreeing to the Terms and Conditions of the permit as contained herein and any Special Conditions attached to the permit.
- 2. The permit holder providing a copy of all insurances, approvals and documentation as required by the Terms and Conditions of the permit and any Special Conditions attached to the permit.
- 3. It is the responsibility of the permit holder to comply with any statutory requirements relevant to the operation of the event, function or activity and to ensure that employees, agents and other persons associated with the event, function or activity also comply.
- 4. Alcohol is not permitted to be sold on Community Land without the prior approval of Council and if legally required a liquor licence, a copy of which must be provided to Council prior to the issue of the permit. For more information regarding liquor licensing refer to the Consumer and Business Services website <a href="https://www.cbs.sa.gov.au">www.cbs.sa.gov.au</a>.
- 5. The permit holder acknowledges that the Council has a preference that all events undertaken on Council land are promoted as smoke-free and that the permit holder takes reasonable steps to ensure this is communicated.

# 6. Smoke-Free Laws for Playgrounds

Smoking is banned within 10 meters of children's playground equipment in a public place. Local Councils and other incorporated bodies can apply to have an outdoor area or event declared smoke-free. For more information please go to the website <a href="www.tobaccolaws.sa.gov.au">www.tobaccolaws.sa.gov.au</a> or phone the SA Health tobacco information line on 1300 363 703.

- 7. Hours of access are <u>restricted to the following times</u>: 7.00am to 8.00pm for the months October to March inclusive and 7.00am to 5.00pm for the months April to September inclusive.
- 8. Portable gas BBQs are not permitted on any parks or reserves on total fire ban days due to the high fire-risk. For more information or to check for total fire ban warnings or conditions, please refer to the CFS website at www.cfs.sa.gov.au.
- 9. No structures, staging, marquees, tents, bouncy castles or amusement rides can be installed without Council permission. Note that planning approval may be required.
- 10. Prior permission is required to drive vehicles on Council parks or reserves. Vehicle access will only be permitted whereby loading or unloading of goods or equipment is required for the event, function or activity and the vehicle access is unlikely to cause damage to the land. Vehicles shall be removed from the area immediately once unloading is completed and return only when loading is required at the conclusion of the event, function or activity.

- 11. The permit holder has 14 days prior to the hire date to make a cancelation, otherwise you may be liable for all hiring fees charged.
- 12. The permit holder shall be responsible for the cost of fixing or making good all damage caused as a direct result of their actions or activity to any building, structure, park furniture, sprinkler system component, tree, garden bed or ground surface.
- 13. The permit holder shall supply their own electrical power or water (except where provided by accessible taps or drinking fountains).
- 14. The permit holder shall be responsible for any cost associated with Council staff being required to attend the site as a direct result of their action or activity.
- 15. The permit holder agrees to indemnify and hold harmless the Council, its servants or agents, against all actions, proceedings, claims or demands for costs and damages whatsoever arising out of or in respect of the granting of this permit or the event, function or activity for which the permit has been granted.
- 16. The permit holder releases the Council, its servants or agents from any liability or claim resulting directly or indirectly from any accident, damage, loss or injury occurring or arising from the event, function or activity or the use of the facility except where any action, cost, claim or damage is caused by the negligence or default of the Council, its servants or agents.
- 17. Prior permission is required in order to sell or prepare food or drinks at the event by the City of the Playford, Environmental Health Department. The permit holder shall complete and return the 'Food Premises Notification Form' attached to your application to obtain this approval, which can be found on our website playford.sa.gov.au/live/around-me/food-safety.
- 18. The permit holder shall take out and keep current a public risk insurance policy in the name of the permit holder insuring the permit holder for the minimum amount of twenty million dollars (\$20,000,000) per claim 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. The permit holder must provide Council a copy of the public risk insurance policy.
- 19. The permit holder shall ensure that its site or sites are left in a clean and tidy condition at the end of the event, function or activity. Failure to do so may result in cleaning fees being charged. This includes ensuring no rubbish is left on the ground and is disposed of in the bins provided or, where no bins are provided, removing the rubbish from the site.
- 20. This permit maybe revoked if the permit holder fails to comply with a condition of this permit or may be revoked in any other justifiable circumstance.
- 21. The permit is <u>not</u> transferable.

## **SECURITY BOND:**

If you are required to pay a Security Bond, the full amount shall be paid before the date of hire. Bonds will only be refunded in full after a satisfactory inspection of the reserve by Council. If damage has occurred then Council will inform the hirer of the cost of the damage to be rectified, within 10 working days post event.