

STIRLING OVAL & GROUNDS

Conditions of Hire as at 1st July 2021

(Vehicle Access - season dependant)

Council Adelaide Hills Council – ABN 23 955 071 393

Phone: 8408 0400 Email: property@ahc.sa.gov.au

1. Bookings and cancellations

- Tentative bookings can be made by phone or email, and will be held for 10 days.
- The Booking Form must be completed by the person directly responsible for the booking and submitted with a deposit of \$200 to the Adelaide Hills Council within the 10 day hold period.
- The balance of the hire and bond money (detailed below) will be invoiced approximately two (2) weeks prior to the event and the balance of payment must be received not less than three (3) days prior the event.
- Notification of cancellations must be received in writing at least two (2) weeks before the event. If written notification is received less than 1week prior to the event the deposit will be forfeited.

2. Use

- The oval and grounds may only be used for the purpose stated on the Booking Form.

3. Hire Fees – (effective 1 July 2020)

- Vehicles and pedestrians on the oval \$500.00
- All fees including bond are subject to change. It is a requirement that all fees are paid in full three (3) days prior to the event.

4. Bond

- A bond of \$500 is required to be paid in full (being the \$200 deposit and the balance of \$300) prior to the event.

5. Inspection and risk

- The hirer acknowledges that they have inspected the oval/grounds or is aware of the oval /grounds and associated facilities and has relied on the hirer's own judgment that the oval/grounds are suitable for the purpose for which the hirer intends to use the oval/grounds.
- The hirer acknowledges that it has not relied on any statement or representation by any person on behalf of the Adelaide Hills Council, or an affiliated sporting club that the oval/grounds are suitable for their purposes.
- The hirer acknowledges that the oval/grounds will be hired as inspected unless otherwise arranged.
- The hirer acknowledges that it will occupy the oval/grounds during the period of the hire at its own risk and will indemnify the Adelaide Hills Council in relation to all loss or

- damage to property or injury suffered by any person in or about the oval/grounds during the course of the hiring.
- Unless the hirer notifies the Council's Events Co-ordinator or Property Officer that the oval/grounds are not in a suitable condition for the hire as soon as they gains access, then the hirer acknowledges that the hirer has received the oval/grounds in good condition.
 - In the event of an emergency in or near Stirling, oval/grounds may be made available to the relevant emergency services. In the unlikely circumstance that this occurs during a hirer's event, relevant emergency services personnel will ensure no one in the hirer's group is forced into an unsafe situation, and will likely recommend that the hirer's party stays on the grounds until it has been deemed safe to leave the area.
6. Insurance
- Adelaide Hills Council's insurance will not cover personal or property damage of hirer's functions. It is essential that the hirer's function be covered by separate public liability insurance.
 - A copy of the hirer's public liability insurance is required to be provided to the Council prior to the event.
7. Licences and permits
- Hirers are responsible for obtaining any special permits (including fire, see clause 13), trading, or liquor licences that may be necessary.
8. Liquor licences
- Under the Liquor Licensing Act 1997 Limited Liquor Licence must be obtained for the supply of liquor where either:
 - the cost is to be recouped by imposing an admission/cover charge for the function, or
 - Liquor is to be sold and consumed on the premises.
 - No alcohol is to be consumed cricket pitch this facility
 - No alcohol is to be sold at this facility unless the necessary Council and liquor licencing approval has been given.
 - To apply for a limited licence through Council please contact 8408 0400.
9. Noise
- Noise must be controlled as outlined under the provisions of Local Nuisance & Litter Control Act 2016. This means that noise on the oval must not exceed reasonable levels, and must not disturb nearby residents.
10. Pegging on the Oval
- Water or sand weights are to be used for all tents/marquees and the like. Ensure your suppliers are **aware no pegs are to be used on the oval. This is to avoid damage to underground plumbing and** irrigation systems.

11. Car parking

- Cars must be parked so that they do not obstruct neighbouring driveways or access roads or entryways.
- Vehicle access and parking on the oval has been granted for this permit. However, this is dependent on weather conditions at the time of the scheduled event. Should there be unseasonal heavy rains 3 days prior to the event permission to park on the oval maybe withdrawn.
- If vehicle access is not available due to the weather and the event needs to move to an alternate location, the full hire and deposit will be refunded.

12. No smoking

- Smoking is not permitted on the oval or in the toilets.
- Cigarette butts must not be left as litter anywhere in the grounds. The hirer must provide suitable disposal facilities if smoking occurs on the grounds.

13. Fires

- The use of above ground fires such as chimineas, fire drums and braziers are not allowed on the oval or grounds.

14. Damage to grassed areas

- If the use of the oval for the event causes damage to any part of the oval, the hirer accepts that it is responsible for the costs to reinstate to the condition prior to the event.
- Reinstatement costs will be charged at a fee determined by the Adelaide Hills Council to reflect the actual costs for reinstatement.
- If these costs exceed the bond paid by the hirer, the hirer agrees to pay the additional sum within 14 days of receipt of a tax invoice from Council.

15. Security

- The hirer is responsible for the security of any and all property brought on to the oval/grounds for use during the hire period.
- The Adelaide Hills Council is not responsible for the theft of or damage to any of the hirer's property.

16. Keys

- Keys are to be collected and returned to the front library desk at the Stirling Coventry Library. Loss of keys is subject to a \$50 penalty per key.

17. Power

- All electricity switches must be turned off at the end of the event and hire period unless indicated otherwise.
- It is the hirer's responsibility to make sure that they understand the operation of all the ovals equipment before the hire period.

18. Advertising

- Banners and signs may be used to advertise an event if they comply with Adelaide Hills Council By-law No2. The hirer is responsible for ensuring the compliance of any advertising with Council's requirements.
- Banners and signs must be constructed so that they do not come loose, and do not deteriorate due to exposure to weather such as wind and rain.

19. Cleaning of oval/grounds

- It is the responsibility of the hirer to ensure that the oval/grounds are left clean and tidy, including and not limited to:
- All broken glass/sharp objects (e.g. bottle caps) must be cleaned from oval/grounds and placed in outside rubbish bins;
- Toilets are left clean, with rubbish removed;
- All rubbish collected including foodstuffs, bottles, cans, decorations etc to be placed in rubbish bins outside the club rooms. General rubbish to be sorted from recycling. Excess rubbish is to be removed by the hirer;
- Return keys as directed.
- The hirer acknowledges and agrees that if the oval, grounds and toilets are not left in a clean and tidy manner, the Adelaide Hills Council reserves its rights to charge the hirer the costs to clean and reinstate the grounds. The hirer agrees to pay these costs within 14 days of receipt of a tax invoice from the Council.

20. Forfeiture of bond

- Forfeiture of the bond or a portion thereof may occur if a breach of any of the Conditions of Hire that incur costs, direct or indirect (eg breakages, damage to infrastructure) to the Adelaide Hills Council or as listed as specific amounts in clause 14 (damage to grassed areas), clause 16 (keys) and clause 19 (cleaning).
- The bond will be refunded to the hirer within 10 working days of the event conditional upon an inspection of the oval and grounds by Council and the oval and grounds being left in a clean and tidy condition.
- The bond and hire fees have been set with this condition in mind.

21. Time of Hire

- The hire of this facility is only during daylight hours and therefore no evening hire of this facility is allowed during the cooler months (April – September) or until daylight savings finishes and starts again each year.

22. Nonexclusive use

- Please note that a permit from Council only denotes permission for your activities, which may be outside the typical scope of the land's use. It does not guarantee exclusive use of the area and the general public will be permitted to share the space with your event.

23. Non transferable

- This application for hire is not transferable.

STIRLING OVAL GROUNDS

BOOKING FORM as at 1st July 2021

Contact details _____

Hirer's name: _____

Address: _____

Contact person: _____

Phone: Home Work Mobile: _____

Email: _____

Person responsible for post event inspection

Name: _____

Contact details: _____

Details of event _____

Type of event/purpose _____

Number of persons attending the event: _____

Date booked: Key collection: _____

Set-up date: _____ Pack up date: _____

Key return: _____

DECLARATION

I have read and understood the Conditions of Hire and agree to comply, including obtaining the necessary licences and insurances for the hire period.

I am aware of the restrictions and if conditions not met may result in forfeiture of the bond or proportion thereof. I have read and understood Clause 20.

I am aware if the Conditions of Hire.

Name: _____ Signature: _____

Date: _____