

MOUNT BARKER DEN

INFORMATION FOR HIRERS

This facility can only be booked via Council's online booking system:

<https://www.spacetoco.com/space/mount-barker-town-hall-den>

The Mount Barker Den, is located to the rear of the Mount Barker Town Hall, and is accessed off Stephen Street, Mount Barker. This detailed information booklet should answer all of your queries relating to your hire booking. Please contact Council's After Hours Service on 8391 7200 in the case of an emergency.



With your help we can ensure we deliver excellent community outcomes.

Please assist us by providing feedback following your hire through the SpacetoCo's message section.

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HIRE COSTS

Den hire - per hour	\$10.00
Bond	\$750.00
Optional cleaning fee	\$150.00

You may be entitled to a discount on your booking – this will be confirmed at the time of booking on the SpacetoCo site.

FACILITY OVERVIEW

Located just off the main street of Mount Barker, the Den offers a small, quant meeting space:

- Den floor area is approx. 48sqm
- Maximum seated capacity of 10 people, with a maximum occupancy rate of 45.

Given the pace at which the world continues to adapt, please note that it is the responsibility of the customer to check the latest COVID-19 restrictions;

- Free Wi-Fi

Equipment is available free for use which includes:

- 1 solid timber table
- 10 chairs
- First Aid Kit
- Cordless Vacuum (stored in area under the stairs)

COVID INFORMATION

COVID-19 is a fast-changing situation and the South Australian Government put in place various Directions depending on the situation here and neighbouring states. Please make sure you are aware of the latest Directions and restrictions that may be in place at the time of booking and hiring the facility. Restrictions can also affect capacity numbers, either that of the building or the number of people at an activity.

For the latest information, please visit: <https://www.covid-19.sa.gov.au/response>

RULES

Please remember:

- Please book enough time to allow you to set up before your event and enough time to remove all items and rubbish after your event. All furniture and equipment must be returned to where you found it;
- No alcohol is to be sold on the Premises, unless a copy of any applicable Liquor Licence is provided to Council before any such event, and consent has been granted;
- No smoking is allowed;
- Parking is at the rear of the Town Hall and Den near the Public Toilets on Stephen Street;
- Please read the Emergency Evacuation Plan located on Page 5 prior to your booking and note that the Evacuation Assembly Point is outside of the Mount Barker Town Hall Foyer, on Gawler Street.
- The hirer must provide a public risk insurance policy from a reputable insurer, however if the hirer intends to use the Den for a one-off ad hoc event, public risk insurance may be covered under Council's Hall Hirer's Insurance Policy. Please see clause 3.1.4 of the Terms and Conditions on page 6 or the FAQ's on page 12;
- Should the hirer neglect to collect a key to the Den during the working week, thereby requiring Council staff to attend and unlock the Den out of hours, the costs associated with the call out will be borne by the hirer.

EMERGENCY EVACUATION PLAN



Please read this Emergency Evacuation Plan prior to your booking and note that the Evacuation Assembly Point is outside of the Foyer of the Mount Barker Town Hall, on Gawler Street.

TERMS AND CONDITIONS

1. Permits, certificates, licences, authorisations etc.

The hirer must provide to the Council prior to using the Mount Barker Town Hall or commencing the activity a copy of all permits, certificates and any other authorisations which may be required from the Council or some other governmental, civic, or municipal authority to undertake the activity.

- a) serve, sell or provide to persons; or
- b) consume or allow persons to consume;

alcohol or alcoholic beverages in the Mount Barker Town Hall without the Council's prior approval and if legally required a liquor licence for the sale and /or consumption of alcohol a copy of which must be provided to the Council prior to using the Mount Barker Town Hall or commencing the activity. The hirer should seek individual advice regarding liquor licence requirements from Consumer & Business Services <https://www.sa.gov.au/topics/business-and-trade/liquor/apply> Please note, however, if your event has no entry fee, no charge for liquor, for food, entertainment or door charge, gold coin donation of any kind, if it is a private event with no sale of liquor but consumption only, then a liquor licence is not required for this venue.

2. Indemnity & Release

The hirer indemnifies the Council from and against all actions, costs, claims and damages, which may be brought or claimed against the Council arising out of or in relation to the activity. The hirer releases the Council from any liability or claim resulting directly or indirectly from any accident, damage, loss or injury occurring or arising from the activity or the use of the Mount Barker Town Hall except where any action, cost claim or damage is caused by the negligence or default of the Council its officers, employees or its agents.

3. Public Risk Insurance

3.1. The hirer must effect and maintain a public risk insurance policy from a reputable insurer in the name of the hirer and noting the interests of the Council as owner of the Mount Barker Town Hall for the minimum amount of \$20million per claim or such other amount as the Council may reasonably require from time to time and such policy must;

3.1.1. bear an endorsement from the insurer indicating the insurer accepts the indemnity given by the hirer to the Council under clause 2; and

3.1.2. cover the injury, loss or damage to persons or property arising directly or indirectly from;

- (a) the activity; or
- (b) the use of the Mount Barker Town Hall Den.

3.1.3. The hirer must not commence the activity until the hirer has provided to the Council a copy of the public risk insurance policy specified in clause 3.1.

3.1.4. If the hirer intends to use the Mount Barker Town Hall Den for a one-off ad hoc event, public risk insurance may be covered under Council's Hall Hirer's Insurance Policy.

4. Compliance with Statutory Requirements

The hirer must at its own cost and expense comply with any Statutory Requirements relating to the activity and the use of the Mount Barker Town Hall Den including but not limited to the installation and use of any structure.

5. Authorised Use

5.1. The hirer must not undertake any activity or allow the Mount Barker Town Hall Den to be used other than in accordance with the activity named in this booking including but not limited to permitting any unlawful activity to take place in the Mount Barker Town Hall Den.

5.1.1. The hirer acknowledges that the following are not permitted in the Mount Barker Town Hall Den at any time without the Council's prior written consent:

5.1.1.1. Vehicles;

5.1.1.2. Horses (and similar animals); and

5.1.1.3. Fireworks.

5.2. The hirer must not install or erect a structure without the Council's prior approval.

5.3. The hirer must not affix any signs on in or to the Mount Barker Town Hall Den without the Council's prior approval.

6. Maintain condition of main hall

6.1. The hirer must at its own cost and expense during the time of use keep the Mount Barker Town Hall Den in a good, safe and clean condition to the Council's satisfaction and comply with all reasonable requests of the Council in relation to the Mount Barker Town Hall Den.

6.2. If the hirer does not maintain the Mount Barker Town Hall Den in accordance with its obligations under clause 6.1 the Council may carry out any such maintenance and the Council shall be entitled to recover any costs incurred in doing so from the hirer.

7. Damage

- 7.1. The hirer must when;
 - 7.1.1. undertaking the activity; and
 - 7.1.2. using the Mount Barker Town Hall Den;
- 7.2. Take all reasonable precautions to avoid damage to the Mount Barker Town Hall Den or any land or buildings in the immediate vicinity of the Mount Barker Town Hall Den and must notify the Council of any damage or potential hazards within a reasonable time of the hirer becoming aware of them.
- 7.3. Should the hirer cause activation of the security alarm and/or fire protection system where a security patrol is dispatched, the costs associated with the call out will be borne by the hirer.
- 7.4. If the hirer causes any damage to the Mount Barker Town Hall Den or any of the Council's property as a result of the activity or the hirer's use or misuse of the Mount Barker Town Hall Den, or fails to repair damage, the Council will undertake the rectification and repairs and any costs incurred in doing so must be reimbursed by the hirer upon request and the hirer may forfeit any security bond paid and submits to the drawing of funds as per SpacetoCo's [Terms and Conditions](#).

8. High Risk Events

Any event that is deemed high risk, such as a 18th or 21st Birthday party, Hens or Buck night, Council has the right to require a bond of \$1500 be secured prior to the booking, unless the hirer is willing to engage security for the event.

9. Security

If Council deems your event to require security the hirer must at the hirer's cost ensure that sufficient security staff is present at all times during the times of use to secure the Mount Barker Town Hall Den. The hirer must comply with the direction of Council to lock the front doors after entering and when exiting the building. Council has the right to inspect to ensure this has been adhered to.

10. Fire precautions

- 10.1. The hirer must comply with all requirements and directives of the Council with regard to fire safety systems and procedures including fire evacuation drills and other procedures.
- 10.2. Steam machines must be used instead of smoke machines to avoid setting off fire alarms.
- 10.3. Should the hirer cause activation of the fire protection system where a security patrol and/or fire service is dispatched, the costs associated with the call out will be borne by the hirer.

12. Music / Noise

- 12.1. The facility is licenced with OneMusic Australia for music which may include: live, recorded or performance music.
- 12.2. The facility consists of separate areas for hire and noise levels may impact on your group. Consideration should be given to other hirers. Please advise your guests accordingly.
- 12.3. Hirers are to respect the rights of nearby tenancies at all times.

13. Booking Hire Not Transferable

The hirer's booking is not transferable.

14. Warranty

- 14.1. The hirer warrants that it has inspected the Mount Barker Town Hall Den and the facility is safe and fit for the activity and the hirer's use.
- 14.2. The Council does not warrant that the Mount Barker Town Hall Den will be suitable (structurally or otherwise) for the activity or the hirer's use.

15. Contractual rights only

The hirer's booking does not confer on the hirer any exclusive right, entitlement or proprietary interest in the Mount Barker Town Hall Den.

16. Council's right to enter

- 16.1. The Council may (except in the case of emergency when no notice will be required) enter the Mount Barker Town Hall Den at any time upon providing reasonable notice to the hirer to do anything the Council must do under any Statutory Requirements.
- 16.2. In an emergency the Council may:
 - 16.2.1. close the Mount Barker Town Hall Den; and
 - 16.2.2. prevent the hirer from entering the Mount Barker Town Hall Den.

17. Obligations on expiry of hirer's booking

- 17.1. Upon the expiration or earlier termination of the hire booking the hirer shall at its own cost and expense return the Mount Barker Town Hall Den to its condition prior to the hire booking being granted including but not limited to:
 - A) removing the structure (if any);
 - B) ensuring the Mount Barker Town Hall Den is clean and tidy and that any rubbish resulting from the activity or the hirer's use of the Mount Barker Town Hall Den is removed and disposed of;
 - C) returning all furniture and equipment to its original position;

- D) ensuring any doors and windows are securely fastened and any lights and power are switched off before leaving the Mount Barker Town Hall Den; and
- E) returning the key to Council as set out in the signed Key Custodian Form which will be supplied when you collect the key from Council.

17.2. If the hirer does not comply with clause 15.1 to the Council's reasonable satisfaction the Council may undertake the work itself and any costs incurred by the Council in doing so must be reimbursed by the hirer upon request and the hirer may forfeit any security bond paid and submits to the drawing of funds as per SpacetoCo's [Terms and Conditions](#).

18. Breach

If the hirer breaches a provision of these terms and conditions and fails to remedy the breach within a reasonable time of being directed by the Council to do so the hirer's booking will be terminated, effective immediately.

19. Costs

The hirer is responsible for all costs incurred by the Council as a consequence of any actual or threatened breach of the hire booking by the hirer.

20. No Refund

The parties agree that the hirer will not be entitled to a refund of the hire fee in circumstances where the hirer has failed to use the Mount Barker Town Hall Den during the time of use.

21. Type of Activity

Council has the right to refuse or cancel bookings believed to be unsuitable or inappropriate to the Mount Barker Town Hall Den.

22. Bookings

22.1. The Mount Barker Town Hall Den can only be hired by a person over the age of 18 years of age is not transferable.

22.2. Hirers must book for the total time required for their activity. This includes all setting up, packing away and cleaning times. Hirers must strictly adhere to their booked times as:

22.2.1. Council reserves the right to accept booking requests from other hirers immediately prior and at the conclusion of bookings; and

22.2.2. The hirer will be held responsible for all costs incurred as a result of exceeding booking times.

23. Not-for-profit organisations

The hirer is responsible for providing evidence of their status as a not-for-profit organisation. The fee for not-for-profit organisations will only be reduced or waived for activities directly linked to their not-for-profit status. Evidence of community benefit will be required to secure the relevant discount.

24. Safe environment

Council is committed to providing a safe environment for children and other vulnerable people. Hirers are required to comply with Council's Child Safe Environments Policy. Failure to do so may result in the hirer being excluded from future hiring of Council facilities. A copy of the Child Safe Environments Policy is available on Council's website www.mountbarker.sa.gov.au/policiesandby-laws

25. Not included in hire

25.1. Setting up of seating, tables or hire equipment before or after an activity.

25.2. Refreshments, milk and garbage bags are not provided. Dishwashing liquid, cleaning products are available. For large bookings, hirers may wish to consider supplying tablecloths, additional bins/boxes for rubbish collection.

26. Key Collection

Should the hirer neglect to collect a key to the Mount Barker Town Hall Den during the working week, thereby requiring Council staff to attend and unlock the Mount Barker Town Hall Den out of hours, the costs associated with the call out will be borne by the hirer.

FREQUENTLY ASKED QUESTIONS

Q: How many people can be seated in the Den?

A: The maximum seating capacity of the Den is 10 people, with a maximum occupancy rate of 45. You can bring in additional seating if required.

Q: What air conditioning does the Den have?

A: The Den has a reverse cycle split system, providing both heating and cooling.

Q: What capacity of power are we able to draw from the current electrical supply?

A: In the Den area there are a total of wall mounted 2 x double power points, and an additional double power point in the storage area under the stairs.

Q: What toilet facilities does the Den have?

A: The Den has access to the external public toilets located in Stephen Street.

Q: What parking is available to invited guests at our function?

A: Parking is at the rear of the Town Hall and Den near the Public Toilets on Stephen Street.

Q: Do I have to pay the \$500 Bond?

A: Yes, unless you are a regular hirer. The hirer agrees to the drawing of funds for the bond as per SpacetoCo's [Terms and Conditions](#) if damage or loss has occurred as a result of the hirer's booking.

Q: Does our hire of the Den come under Council's Public Risk Insurance cover?

A: Depending on the type of hire, you may need to obtain Public Risk Insurance cover from a reputable insurer. If the proposed event is an ad hoc event (one off), Council's Hall Hirer's insurance may cover the user. Any hire/r of more than 10 times per year is not considered an ad hoc hire/r, e.g. if a group was holding a monthly fair they would need to source their own insurance coverage

The Hall Hirer Insurance is not intended to provide coverage for any businesses, stallholders, individuals hiring the Den for financial gain, Incorporated Associations and / or groups who are not incorporated but operate their business / activities on a regular basis that should have their own Public & Products Liability Insurance cover. It is not intended to provide indemnity to a hirer of the Den to run school holiday programs. Quotations for Hirers outside this definition are available from Local Community Insurance Services at: www.localcommunityinsurance.com.au.

Q: After my event who is responsible for cleaning up?

A: Any material of any kind which is owned by the hirer, or has been generated by the hirer must be removed from the Den before the expiration of the time of use. Council reserves the right to recover any costs incurred as a result of the hirer's failure to do so.

Q: If I hire the Den but don't use it, can I obtain a refund?

A: No. The parties agree that the hirer will not be entitled to a refund of the booking fee in circumstances where the hirer has failed to use the Den during the time of use.

Q: A family member has a wheelchair. Can the Den accommodate this?

A: Unfortunately, access to the Den is via a few steps down.

Q: Can I inspect the Den prior to booking?

A: Yes. Inspections of the Den can be made prior to booking. Please ring the Venue Coordinator on 8391 7283, who will arrange a time to have a Council staff member permit access and supervise your inspection. Inspection terms and arrangements are at the discretion of Council.

Q: Where do I go to book the Den?

A: All bookings are made via <https://www.spacetoco.com/host/mount-barker-district-council>

Q: When do I get issued with a key for the Den?

A: If hiring the Den on during the week, the hirer should attend the Council offices at 6 Dutton Road, *the day before*, to pick up the key. If hiring the Den on a weekend, the hirer should attend the Council offices on *the Friday before*, to pick up the key.

Q: If I want to hire the Den for a purpose which includes playing recorded music, is this okay?

A: Yes. The Den is licenced with OneMusic Australia for music which may include: live, recorded or performance music. Please advise your guests accordingly. Hirers are to respect the rights of nearby tenancies at all times.

Q: I want to bring my dog in into the Den. Is that okay?

A: Unless for the Aid of Visually Impaired Person/s, no animals are allowed in the Den.

Q: Can I smoke inside the Den?

A: No. As with all Council sites, smoking of any kind is prohibited.

Wi- Fi

Hirers are able to connect to the Wi-Fi via the guest wireless network

Username: Town Hall Guest

Password will be provided prior to your booking