



POLO CLUB SPORTS GROUNDS & TOILET FACILITIES

INFORMATION FOR HIRERS

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

https://www.spacetoco.com/host/mount-barker-district-council

The Polo Club Rooms is located at 3 Polo Drive, 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 us feedback following your hire through the SpacetoCo's message section.

INDEX

| 1. | Hire Costs | |
|----|----------------------------|---------|
| _, | | |
| 2. | COVID Information | 2 |
| | | |
| 3. | Rules | 3 |
| 4. | Floor Plan | 4 |
| 5 | Emergency Evacuation Plan | 5 |
| ٥. | Linergency Evacuation Flan | |
| 6. | Terms and Conditions | 6 - 11 |
| 7. | FAQ's | 12 - 13 |
| | | |
| 8. | External Power Points | 14 – 15 |

Hire Costs

Sports Grounds per hour \$30.00 Mandatory use of toilets / showers per hour \$30.00

Bond – flat fee \$750.00 (not applicable for regular hirers)

Bond – High risk \$1500.00

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

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:

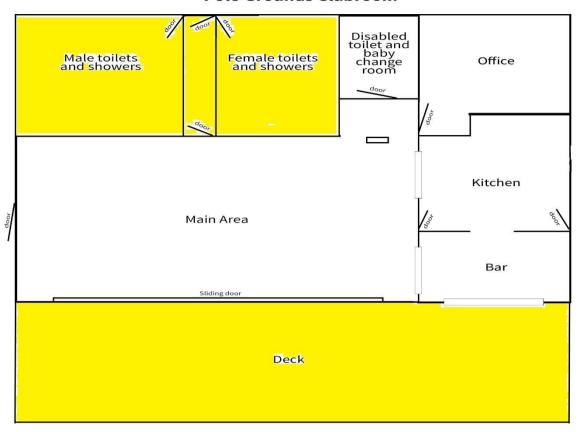
https://www.sahealth.sa.gov.au/wps/wcm/connect/Public+Content/SA+Health+Internet/Conditions/Infectious+diseases/COVID-19

RULES

- No muddy boots allowed in the toilets and showers;
- All breakages must be reported to Council. An audit of all equipment will be made after your hire and you will be charged for anything broken;
- The toilet and shower facilities must be returned to its original condition and all rubbish removed away from the premises;
- No alcohol is to be consumed within the toilet and shower facilities or on the sports fields (unless hiring the entire club rooms);
- As the Polo Club Rooms are surrounded by residential houses, respect must be shown at all times for appropriate behaviour and noise level;
- Parking is at the rear of the Polo Club Rooms; in the car park and/or on the road.
 Cars are not to be driven on the sports fields;
- No pegs or poles to be driven into the sports fields without first consulting with Council (please see map below of where pegs or poles can be placed);
- Any hire of the sports fields must include mandatory use of the toilets/showers (locked separately to the clubrooms with entry from the back door).

ACCESSIBLE AREA OF POLO CLUB ROOMS

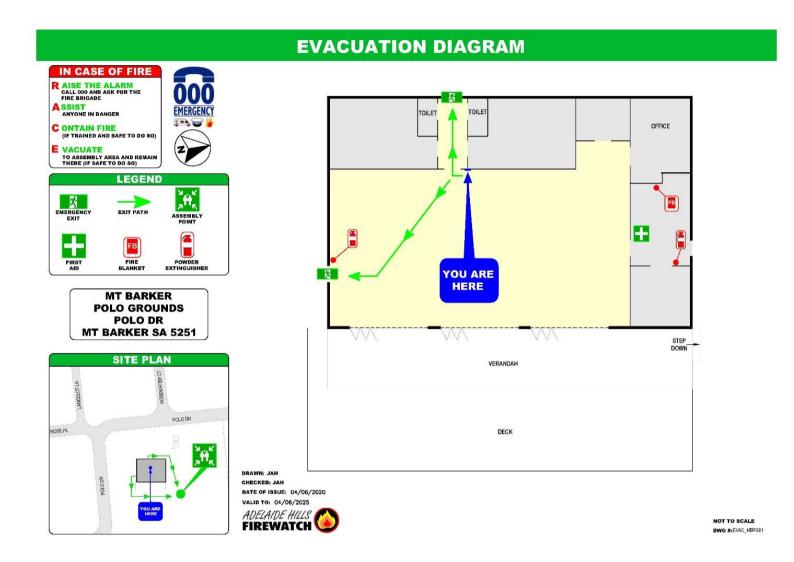
Polo Grounds Clubroom



SITE PLAN WHERE IRRIGATION IS NOT LOCATED



EMERGENCY EVACUATION PLAN



Please read this Emergency Evacuation Plan prior to your booking and note that the Evacuation Assembly Point is to the north of the Polo Club Rooms. Fully detailed copies of the Emergency Evacuation Plans are also located in the Polo Club Rooms.

TERMS AND CONDITIONS

1. Permits, certificates, licences, authorisations etc.

The hirer must provide to the Council prior to using the Polo Club Sports Grounds, Club Rooms, 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) sell to persons; and
- b) allow persons to consume;

alcohol or alcoholic beverages in the Polo Club Rooms or within the Sports Grounds 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 Polo Club Rooms / Sports Grounds 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 possibly not required for this venue. It is the duty of the hirer to obtain confirmation in writing from Consumer & Business Services.

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 Polo Club Rooms or Sports Grounds 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 Polo Club Rooms and Sports Grounds 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 Polo Club Rooms or Sports Grounds.

- 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 Polo Club Rooms 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 Polo Club Rooms and Sports Grounds, 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 Polo Club Rooms or Sports Grounds 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 Polo Club Rooms or on the Sports Grounds.
 - 5.1.1. The hirer acknowledges that the following are not permitted in the Polo Club Rooms or on the Sports Grounds 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 Polo Club Rooms or Sports Grounds area without the Council's prior approval.

6. Maintain condition of Polo Club Rooms & Sports Grounds

- 6.1. The hirer must at its own cost and expense during the time of use keep the Polo Club Rooms and Sports Grounds 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 Polo Club Rooms and Sports Grounds.
- 6.2. If the hirer does not maintain the Polo Club Rooms and Sports Grounds 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 Polo Club Rooms or Sports Grounds;
- 7.2. Take all reasonable precautions to avoid damage to the Polo Club Rooms and Sports Grounds or any land or buildings in the immediate vicinity of the Polo Club Rooms and Sports Grounds 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 Polo Club Rooms or any of the Council's property as a result of the activity or the hirer's use or misuse of the Polo Club Rooms, 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 <u>Terms and Conditions</u>.

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 Polo Club Rooms and Sports Grounds. The hirer must comply with the direction of Council to lock all doors after 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. 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.

11. Music / Noise

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

12. Booking Hire Not Transferable

The hirer's booking is not transferable.

13. Warranty

- 13.1. The hirer warrants that it has inspected the Polo Club Rooms and Sports Grounds and the facility is safe and fit for the activity and the hirer's use.
- 13.2. The Council does not warrant that the Polo Club Rooms and Sports Grounds will be suitable (structurally or otherwise) for the activity or the hirer's use.

14. Contractual rights only

The hirer's booking does not confer on the hirer any exclusive right, entitlement or proprietorial interest in the Polo Club Rooms or Sports Grounds.

15. Council's right to enter

- 15.1. The Council may (except in the case of emergency when no notice will be required) enter the Polo Club Rooms and attend at the Sports Grounds at any time upon providing reasonable notice to the hirer to do anything the Council must do under any Statutory Requirements.
- 15.2. In an emergency the Council may:
 - 15.2.1. close the Polo Club Rooms; and
 - 15.2.2. prevent the hirer from entering the Polo Club Rooms or using the Sports Grounds.

16. Obligations on expiry of hirer's booking

- 16.1. Upon the expiration or earlier termination of the hire booking the hirer shall at its own cost and expense return the Polo Club Rooms and Sports Grounds to its condition prior to the hire booking being granted including but not limited to:
 - A) removing the structure (if any);
 - B) ensuring the Polo Club Rooms Toilets/Showers and Sports Grounds are clean and tidy and that any rubbish resulting from the activity or the hirer's use of the Polo Club Rooms Toilets/Showers and Sports Grounds is removed and disposed of;

16.2. 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 <u>Terms and Conditions</u>.

17. 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.

18. 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.

19. 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 Polo Club Rooms and Sports Grounds during the time of use.

20. Type of Activity

Council has the right to refuse or cancel bookings believed to be unsuitable or inappropriate to the Polo Club Rooms and Sports Grounds.

21. Bookings

- 21.1. The Polo Club Rooms and Sports Grounds can only be hired by a person over the age of 18 years of age is not transferable.
- 21.2. 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:
 - 21.2.1. Council reserves the right to accept booking requests from other hirers immediately prior and at the conclusion of bookings; and
 - 21.2.2. The hirer will be held responsible for all costs incurred as a result of exceeding booking times.

22. 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.

23. 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 many 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

24. Food safety and catering

- 24.1. Organisers of events involving the preparation and sale of food should ensure they adhere to requirements and the Food Safety Standards. For further information and registration forms visit www.mountbarker.sa.gov.au/foodsafety and www.foodstandards.gov.au.
- 24.2. Any cooking oil must be disposed of away from the Polo Club Rooms and not poured down any internal or external drains, sinks or toilets.

25. Not included in hire

- 25.1. Setting up of seating, tables or hire equipment before or after an activity.
- 25.2. Refreshments are not provided. Cleaning products and consumables are available. For large bookings, hirers may wish to consider supplying additional toilet rolls, paper towelling, bins/boxes for rubbish collection.

FREQUENTLY ASKED QUESTIONS

O: What toilet facilities are accessible for the Polo Club Sports Grounds?

A: The Polo Club Rooms has men and women toilets. All toilets have soap wash, air freshener, toilet paper, paper towel and/or air dryer and are professionally cleaned on a regular basis. There are also 2 shower cubicles contained in the mean and women's toilets.

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

A: Parking is at the rear of the Polo Club Rooms and on the street.

Q: Do I have to pay the \$750 Bond?

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

Q: Does our hire of the Polo Club Grounds Sport Facilities 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), such as a birthday party, 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 Polo Club Rooms 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 Polo Club Rooms 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 Polo Club Grounds 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 Polo Club Sports Ground 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 Polo Club Sports Grounds during the time of use.

Q: Can I inspect the Polo Club Sports Ground facilities prior to booking?

A: Yes. Inspections of the Polo Club Sports Grounds and Club Rooms can be made prior to booking. Please ring the Venue Coordinator on 8391 7283, who will arrange a time to access and supervise your inspection. Inspection terms and arrangements are at the discretion of Council. The video tour of the facility loaded on the SpacetoCo site should provide the hirer with enough information regarding the Polo Club Rooms.

Q: Where do I go to book the Polo Club Sports Grounds?

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 Polo Club Sports Grounds toilets?

A: If hiring the Polo Club Sports Grounds & toilets the keys can be collected from the Council office, Level 1, 6 Dutton Road, Mount Barker during office hours on the business day before your hire and then returned the next business day after your hire (office hours are 9am-5pm Monday to Friday).

Q: How many external power points are there?

A: 8 external power points. Please see pages 14 & 15 for locations.

Q: Can I erect a bouncy castle on the Polo Grounds Sports Grounds or in the non-irrigated area?

A: No, Council will not allow a bouncy castle to be placed at the Polo Grounds.

EXTERNAL POWER POINTS



2 single and 1 double GPO on southern side of Polo Club Rooms



1 single GPO on northern side of Polo Club Rooms



2 single GPOs at back of Polo Club Rooms



2 double GPOs on deck of Polo Grounds