

1.1.0029 PEER FACILITIES SHORT-TERM HIRE POLICY AND AGREEMENT

1. At the time of making application, the hirer shall disclose all information deemed necessary by the Chief Executive Officer including:
 - a description of the nature of the occasion;
 - whether or not the occasion involves the provision of alcohol or the conduct of games of chance;
 - details of any noisy activities;
 - details of any equipment, decorations or advertising material to be brought onto the premises;
 - details of any activities that may impact on the fire alarms/emergency detection equipment (ie smoke alarms);
 - details of any visitors or aspects of the event that may necessitate additional security, or that may compromise the safety or reputation of PEER.
2. The hirer shall be entitled to use only the premises or facilities defined in the application with necessary access to the same.
3. The hirer shall be responsible for any loss or damage to property caused by any person using any part of the premises or facilities at PEER in connection with and during the currency of the hiring, and the hirer agrees to indemnify PEER against all claims and demands made or costs or expenses incurred in connection therewith, unless the damage arises from or by reason of any defect in the buildings or other property hired.
4. Officers, employees and agents of PEER having reasonable cause shall at all times have free and uninterrupted access to any and every part of any premises hired.
5. The hirer shall comply with any and all reasonable instructions or requests of the Chief Executive Officer or person in receipt of written delegation from that officer, in connection with the hiring.
6. The hirer shall comply with the provisions of all relevant South Australian Acts of Parliament and regulations there under and the requirements of PEER and shall be liable for any breach of any of those provisions or requirements.
7. The hirer or a person or persons nominated by the hirer, shall be in attendance at the premises or facility contactable as on call throughout the period of hire.
8. The floors, walls, curtains, floor coverings and any other part of the buildings, fittings and furniture shall not be broken or pierced by nails or screws or otherwise damaged.
9. All PEER's buildings and internal spaces are designated no-smoking areas and this policy should be strictly adhered to.
10. All of the hirer's equipment and materials that may have been permitted shall be removed by the hirer from the premises at the conclusion of the booking or before noon on the day following the day of the hiring and the hirer shall leave the premises hired and the approaches thereto in a clean and tidy condition and shall report to an authorised officer responsible for those premises any damage which may have occurred during the hiring or in connection therewith.

11. Any function held within the buildings or grounds shall end not later than 12.00 midnight on the day of the hiring, and the premises hired shall be vacated not later than 2.00am on the day following the hiring.
12. Any person committing a breach of any of these conditions may be summarily expelled from the premises hired, notwithstanding that such person may have paid for admission to those premises.
13. The hirer shall be responsible for the observance of each and all of these conditions, and for the maintenance and preservation of good order in and about the premises hired and the approaches thereto, throughout the duration of the hiring or in connection therewith.
14. The contract of hire may be terminated at any time by the Chief Executive Officer in his or her absolute discretion.
15. If a contract is terminated under section 14 prior to the commencement of the hiring period all monies paid to PEER by the hirer shall be refunded.
16. The Hirer undertakes to pay the charges for security services, insurance, cleaning and any other costs incurred by PEER in connection with the use of the premises.
17. Any group/organisation which does not honour a prior booking will remain liable for full payment unless fourteen (14) days notice is given, in writing, of cancellation. Deposits paid are non-refundable.
18. The Hirer must prove with current documentation, they have adequate Work Cover (where applicable) and Public Liability Insurances in relation to their activities.
19. Persons entering PEER premises must observe and are bound by all the Policies of PEER and must comply with any direction given by a person authorised under such Rules or any sign or notice erected in accordance with such Rules. PEER requires Hirers to conform with all PEER's Policies including any local regulations relating to the hire.
20. PEER seeks to provide a positive work environment conducive to high levels of satisfaction for all of PEER's clients and community, and does not accept any form of harassment or unlawful discrimination. Hirers are expected to comply with PEER's policy in this matter in all their dealings with staff, students and the public whilst on PEER's premises.
21. It is the responsibility of the Hirer to advise PEER of any changes to particulars provided in accordance with these terms and conditions, such as address and insurance details.
22. All employees on site must hold appropriate licences and permits and be appropriately trained in site safety procedures.
23. The Hirer is responsible for any equipment, machinery and materials under their control. PEER shall not be responsible for any loss or damage to any of the Hirer's equipment, machinery or materials.
24. The Hirer shall be responsible for the coordination of deliveries in consultation with PEER's Manager of Workshop. Where deliveries occur that may disrupt traffic flow during PEER hours, two working days prior notice to the Manager of Workshop or his/her representative is required.
25. It is the Hirer's responsibility to ensure that appropriate safety standards and codes of practice are followed. This includes the supply and use of all necessary safety equipment and personal safety equipment to all personnel.

26. The Hirer must take all necessary measures to ensure the security and safety of all patrons, and of the site both inside and externally adjacent to the boundary. The Hirer shall be responsible for erecting all safety barriers, lighting and other safety measures as required to prevent physical or property damage. These measures must be in accordance with the Hirer's work safety plan (where required) and be approved by the Manager of Workshop or his/her representative.

27. If the Hirer is distributing food and drink (freely, sold or sampled) at PEER as a component of the hiring period, the Hirer must ensure all food is prepared, handled, cooked and stored in conditions that comply with the Food Act. The Hirer must also supply a copy of this document and/or Food Safety Plan should it be requested by the Manager of Workshop or his/her representative upon request.

28. All plant used in the performance of the works shall comply with all appropriate statutes, codes and standards, and be subject to the approval of the Manager of Workshop or his/her representative. Should any of the plant used by the Hirer be considered unsatisfactory or dangerous by the Manager of Workshop or his/her representative, he/she shall give notice thereof to the Hirer, and the Hirer shall forthwith modify, strengthen and test the same to the satisfaction of the Manager of Workshop or his/her representative remove the same from the PEER work site.

29. All electrically powered equipment brought on site must have Residual Current Device (RCD) protection where it is not provided. Tagging of electrical goods must conform to the following standard - AS/NZS 3760.

30. Where site huts, temporary structures or fittings are required to be erected by the Hirer, they must be positioned in a location coordinated with the Manager of Workshop or his/her representative.

31. The Hirer must take appropriate action to ensure oils, solvents, soaps, detergents, wastes or any other pollutant materials are not dumped on the premises/site or will enter stormwater or sewerage systems.

32. The Hirer shall make the Manager of Workshop or his /her representatives aware of any hazardous materials brought on to the site and provide a copy of the associated Material Safety Data Sheet/s (MSDS). On request the Manager of Workshop or his/her representative will supply the name of PEER's WHS Advisor who must be consulted as to the location of these hazardous materials.

33. Other conditions (specified).

I/we	----- (please print)
Of	----- (please print)

Acknowledge that this booking is subject to these conditions of hire which I/we have read and understand

Signed: for and on behalf of:	----- (Hirer)
Signed: for and on behalf of PEER	----- (CEO or Delegate)
Dated:	

34. Document Review

The document will be reviewed every year from the date of endorsement or as circumstance require.

Date	Version and Description of Amendment	Prepared by	Authorised by
10/10/2018	Version 1: Updated PEER	M Watters	M Watters