

Terms & Conditions of Use

Community and Commercial Hire

“The Hirer” agrees to hire from the Council the premises on the date and times specified and on the conditions set out in this document.

1. Application

The Hirer is to submit an application for the period you wish to run your program and you will then be invoiced accordingly.

2. Indemnity

The Hirer uses and occupies the area at their own risk and releases the Council from all claims resulting from any damage, loss, death or injury in connection with the reserve used.

The Hirer must indemnify and hold harmless the Council against all claims resulting from any damage, loss, death or injury in connection with the reserve used and the use and occupation of the reserve by the user.

3. Insurance

The Hirer must have their own public liability insurance policy for a sum insured of not less than \$10M. The policy is to be maintained as current during the period of hire.

The policy must indemnify The Hirer from liability arising out of The Hirer’s use of the reserve. A certificate of currency of the policy stating the level of cover, period of cover and any exclusion clauses must be provided to Council as part of the application.

4. Rental Fees

Use of sporting reserves will incur a fee as outlined in Councils Sporting Ground Rental Pricing Policy.

An invoice will be provided to The Hirer for the full amount of the booking once, confirmed and will be payable within 30 days.

5. Damage to assets

The Hirer shall reimburse Council for the cost of any reinstatement or repairs occasioned as a result of any damage to property resulting from the conduct of the event and any associated activities.

Due care is to be exercised at all times, with the protection of all natural vegetation and geographical features in the area being a prime consideration.

If damage is caused by The Hirer to site, the Council retains the right to withhold part or the whole of the security deposit towards the cost of repair.

6. Signage

The use of any portable, free-standing signs on or above any roadway, footpath or public place without prior approval from Council is prohibited.

7. Council direction

The Hirer must comply with all Local Laws, the *Liquor Control Act*, the *Health Act* or any regulations for the care, protection and management of the facility hired.

The Hirer shall have regard to any lawful direction or instruction given by an authorised officer of the Council in relation to the conduct of an event.

8. Amplification equipment

The use of any amplified equipment shall be kept to a level prescribed by the *Environment Protection Act*. Any noise created by training activities shall not be audible from nearby residential properties.

9. Litter

Litter generated shall be removed from the site immediately after the event.

If the site is left in an unclean condition following usage, the Council retains the right to withhold part or the whole of the security deposit towards the cost of clean-up.

10. Vehicles

Users shall ensure that vehicles are not driven on areas not designated for parking, or areas designated by Council, and shall observe other requirements of Council's regulations.

11. Liquor

Between sunset and sunrise, a person must not, on any Council reserve:

- a) Consume any liquor
- b) Have in their possession any liquor other than liquor in a container with an unbroken seal.

12. Marquees

The erection of marquees requiring pegs to be driven into the ground is not permitted without the prior approval of the Council.

13. Supervision

The Hirer must be at the premises at all times during the hire period, and must provide a proper number of competent attendants and supervisors to ensure the efficient supervision and safety of people within the reserve and associated facilities.

14. Hazards and Risk Management

The Hirer is required to:

- a) Inspect the area for any hazards before session and take appropriate action to remove or alter session if required.
- b) Report to Council in writing any hazards / issues which require Councils attention.
- c) User is to ensure that any exercise equipment does not create any hazards or obstruction to both participants and non-participants.

- d) User to keep log book of any injuries.
- e) User to have a first aid kit.
- f) User to have access to a mobile phone and an emergency contact list.
- g) User is responsible for satisfying all occupational health and safety legislation and regulations, including sun smart practices. eg. Encouraging the use of sunhats and sunscreen.
- h) Trainer is to manage activities to minimise wear and tear on grassed areas, including rotating within the booked area and /or alternating activities

15. User behaviour

The Hirer is to conduct themselves in a proper and orderly manner and be considerate of other users and residents in the area. Exclusive use is not permitted; non-participants are not to be excluded from public open space.

16. The following is not permitted by The Hirer:

- a) Conduct activities that dominate, monopolise and/or obstruct any stairways or pathways.
- b) use of whistles, amplified music, megaphones
- c) activities in areas with high pedestrian activity, horticultural and environmental sensitive areas, playgrounds, BBQ's, memorials, rotundas and close proximity of residential properties
- d) activities conducted on furniture in parks
- e) taking vehicles off road and onto sport fields / park land areas
- f) selling merchandise
- g) aggressive activity
- h) any equipment hung/attached to trees and/or furniture
- i) use of heavy equipment / structures
- j) use of sports field floodlights
- k) use of generators
- l) Blocking off areas with structures or barricades.

17. Council's right

- a) Council reserves the right to restrict any sports ground from use where it is required for a Community event or Seasonal User usage.
- b) Council reserves the right to withdraw any sports ground from use to protect the playing surface or for the capital or maintenance works. This may also be the case in poor weather conditions or during water restrictions where use may be detrimental to the condition of the playing surface or is considered a safety risk to users.
- c) Council has permission to terminate its agreement with The Hirer without notice if The Hirer has failed to comply with reasonable direction of staff or have breached the terms of the permit.
- d) Council can terminate the agreement at any time, whether or not The Hirer has breached conditions of the permit.
- e) This Agreement expires **at the end of each calendar year** and will be reviewed.

18. School Use

- a) Sports grounds will only be available for school bookings between the hours of 9am and 4pm.
- b) Schools will be eligible for 4 hours free of charge across Council ovals on any given day, with the exception of the Eltham North Synthetic Soccer Field.
- c) Schools that use a sports ground or reserve without a confirmed allocation from the Council's Recreation and Leisure Team may be charged a non-booking fee.
- d) Pavilion or toilet facilities (attached to the pavilion) will not be made available to school groups without prior consultation with Council's Recreation and Leisure Team.
- e) Ensure that the toilet block/pavilion (if applicable), playing areas and car park (if applicable) are left clean and tidy at the completion of each session. (refer to point 5)
- f) Council reserves the right to withdraw any sports ground from use to protect the playing surface or for the capital or maintenance works. This may also be the case in poor weather conditions or during water restrictions where use may be detrimental to the condition of the playing surface or is considered a safety risk to users.
- g) Non-Government schools and higher education institutions will be required to produce a certificate of currency detailing the Public Liability Insurance of the amount of \$10M for the proposed event to the Leisure Services Development Officer at least 14 days prior to the booking.

Current as at 01/01/2024