



COUNCIL FACILITY HIRE – TERMS AND CONDITIONS

DECLARATION

The following Terms and Conditions apply to all types of Hirers of Council owned and/or operated facilities and form part of Council's **Application for Hire of an External Facility** and **Application for Hire of an Indoor Facility**.

Individual grounds or facilities may have additional terms and conditions noted on relevant application forms. By applying for hire, the follow Terms and Conditions are agreed upon by the hirer and their affiliated association/club and users.

SECTION A- FACILITY USE

1. All Council Facilities are smoke free. No smoking is inclusive of vaping and cigarettes. Smoking is not permitted inside any buildings, on grounds or within surrounding car park areas under any circumstances.
2. Council reserves the right to close a ground for use or redirect users to an alternate ground where conditions render the ground unsuitable for use.
3. Council reserves the right to cancel the hirers use of a facility in the event of the facility being required for an extraordinary function, event or use, facility upgrades and/or seasonal scheduled maintenance. Council will liaise with the Hirer regarding usage and facility closures, and will assist in finding alternate venues, if available.
4. The hirer is responsible for all, and any items left unsupervised during their hours of hire.
5. That any costs associated with damage or vandalism caused to the venue/facility by any person or any person associated with the Hirer's activities, will be transferred to the Hirer.
6. Ensure hired space is clean and suitable for next user. Remove any rubbish, food scraps, empty drink bottles, containers and cans and place in bins provided. Failure to abide may result in cleaning charges transferred to the Hirer.
7. Vacate the building on or before the end of the time of use, turn off all lights, air conditioners/heat pumps and close and lock all windows and doors. Failure to do so may result in security call out and/or utility charges transferred to the Hirer.
8. Pack away equipment to allow other users safe and fair access to the venue. Failure to abide may result in termination of any Hirer equipment stored onsite.
9. Only use the designated car park unless otherwise approved by Council.
10. Ensure that all keys, temporary swipe cards and FOBs are returned to Council. Should the facility not be left properly, Council may seek to recover costs if lost or need replacing.

SECTION B - FEES AND CHARGES

11. All fees and charges are reviewed annually by Council and subject to change each year on 1 July. All bookings held after this date will be subject to any fee increase.
12. All charges in relation to hire must be paid in full by the due date, unless the Council has approved suitable arrangements. Once agreement terms have been finalised, and the proposed hire period has commenced; Council reserves the right to commence hire charges.
13. Bookings may be subject to a cancellation fee if cancelled with less than 24 hours' notice. Alterations to existing bookings with less than 24 hours' notice may also incur additional or reduced charges.



14. A hire charged labelled as 'TBA' (To be Advised) in the Schedule of Fees and Charges is to be determined on a case-by-case basis, in consultation with associated club or community facility occupants. The total hire fee may be determined at the discretion of General Manager in accordance with established financial delegation.
15. Items labelled as 'FOC' (Free of Charge) in Council's adopted Fees and Charges Schedule, are available for hire at no charge – but must be booked to confirm access and use by a nominated hirer.
16. Unless otherwise noted in the Schedule of Fees and Charges, use of changerooms and/or clubrooms are upon application through Home Ground Clubs and not Council. Unless otherwise noted, all bookings of Council managed changerooms include access to toilets and cleaning fees are waived.
17. If you require the use of change rooms, toilets, canteens or meeting rooms you may be required to collect a key during business hours from the Devonport City Council Operations Centre at 44 Lawrence Drive, Devonport. Hire of additional services and/or spaces may incur add on charges.

SECTION C – INSURANCE

18. The hirer shall not do, or neglect to do, or permit to be done or left undone, anything that will affect the Council's Insurance Policy or Policies relative to fire or public risk in connection with the hire of the facility and the hirer hereby agrees to indemnify the Council to the extent that such policies are affected by commission or omission.
19. The hirer shall not produce, or perform, or suffer to be produced or performed at the facility any dramatic, musical or other work in infringement of the copyright, or performing right of any owner of such rights, and it shall be a condition and term of this hiring that the hirer indemnifies Council against any claim for breach of copyright during such hiring, and any costs incurred in connection therewith.

Additional Hirer Type Terms and Conditions

20. Casual Hire: – a hirer of a Council owned or managed facility, that enters into a hire agreement for a single or a limited number of dates.
 - i. A Casual Hirer accepts the facility's terms and conditions and assumes all risks associated with its use, including personal injury or property damage not caused by Council negligence, error, or omission.
 - ii. A Casual Hirer must procure their own insurance where feasible. When insurance is not supplied, the Casual Hirer acknowledges and assumes all public liability and personal risk associated with its use not caused by Council negligence, error, or omission, including risks that are in respect of Personal Injury or Property Damage caused by or arising out of the participation in any exercise, sport, game, match, race, practice or trial, training, competition, warmups, warm downs and other preliminary activities, or bodily contact with any persons, machines or devices.
21. Regular/Commercial/Community/Not for Profit Hirer: - a hirer of a Council owned or managed facility, that enters into a hire agreement for 12 or more recurring bookings per 12-month period.
 - i. The hirer shall always during the allocated period of hire, insure and keep insured with an insurance company approved by the Council, for an amount of not less than \$20 million.
22. Seasonal Hirer: - a hirer of a Council owned or managed facility that enters into a hire agreement for a consecutive duration of 12 weeks or longer, in alignment with sporting seasons i.e. winter or summer.
 - i. The hirer shall always during the allocated period of hire, insure and keep insured with an insurance company approved by the Council against public risk for an amount of not less than \$20 million.
 - ii. Persons of clubs or associations wishing to hire Council facilities outside of the seasonal usage hire agreement use must provide proof of insurance, or hire that facility at their own risk, including legally indemnifying the Devonport City Council of personal injury, or property damage; not caused by an act of negligence, error, or omission by the Council.



SECTION D – CHILD AND VULNERABLE USER SAFETY

23. Should the Hirer be using Council facilities with U/18's present, it is of the recommendation of Council that the Hirer either visits the Office of the Independent Regulator's Website <https://www.oir.tas.gov.au/> or contact the Office of the Independent Regulators via phone to ensure they are compliant with the Tasmanian Child and Youth Safe Organisations Framework.

SECTION E - HEALTH AND SAFETY

- 24. The hirer is required to familiarise themselves and accompanying users of all onsite emergency evacuation procedures and risk management practices at commencement of hire, and at the direction of Council.
- 25. Any Hirer owned chemicals stored on the premises during the agreed hire times have current Material Safety Data Sheets in an area immediately accessible. The hirer will ensure that the storage, handling, and safety requirements contained within the Material Safety Data Sheet are employed.
- 26. All electrical equipment brought onsite by the Hirer is tested and tagged by a qualified inspector, in compliance with the current Australian Standard.
- 27. Any hirer that provides or sells food and/or beverages to the public, must contact the Council Environmental Health Department to ensure that they have the appropriate permits. These permits must be in place prior to the start date of the hire agreement period.
- 28. No intoxicating liquor is to be served or sold in association with this hiring unless the necessary approval has been obtained from Council and evidence of Licensing Commission permits are produced. The hirer is to strictly observe wet and dry areas stipulated on the permit.
- 29. Responsible for the satisfactory conduct of all associated persons using the venue/facility during their term, ensuring the property, furniture, fittings, and appliances are used properly.
- 30. Report any damages or unsafe conditions immediately using Council's Online [Make a Request Form](#).
- 31. Provisions for first aid always remain current. A first aid kit is to be kept on site during the agreed hire times. Refilling of first aid and associated costs of such is the responsibility of the hirer.
- 32. Report ALL injuries and incidents resulting from Hirer activities to DCC within 24 hours where this is achievable. The report shall be completed on the DCC Council Incident Report Form.
- 33. The hirer shall ensure an inspection to remove any waste or hazards before using and departing the facility.
- 34. The hirer shall ensure an inspection of the facility and any used machinery, equipment or temporary structures will be carried out using, and before departing the facility.
- 35. Where necessary and under advice from Council, the hirer will participate in WorkSafe Training for Council equipment and/or machinery. Toolbox meetings must be conducted and where requested, JSA's recorded and filed for the provision to Council should they request.
- 36. Hirer agrees to comply with the *Anti-Discrimination Act 1998*.
- 37. The use of portable soccer goal posts must comply with the Standards Australia document AS4866.1-2007.

OFFICE USE ONLY:	Approved:	Signature of Council officer:	Next Review Date:
	08 July 2024		June 2025