

## CONDITIONS OF USE – Schools & Casual Hirers

### BOOKINGS

- a) Hirers are not permitted to use Council reserves or facilities without written approval from Council.
- b) Applications should be made at least **14 days** prior to the activity being conducted.
- c) Under no circumstances is the hirer permitted to sub-let or allocate Council's reserve(s) or facilities.
- d) Where fees are charged for a booking, full payment must be made prior to the activity being conducted. Hirers will be issued an invoice via email; payment can be made via BPAY or in person at Council's Customer Service Desk. If payment has not been received prior to the booking, keys for pavilion access and sports lights will not be issued.
- e) Hirers are responsible for checking the condition of the reserve prior to any activity commencing to determine its suitability and safety for use.

### RESERVE USE

- a) The hirer must at all times comply with Local Laws, the Liquor Control Act, the Health Act, Public Building Regulations or any regulations for the care, protection and management of the facility.
- b) The hirer is responsible for the behaviour of all members/guests using the reserve and must control their conduct to be orderly and reasonable. It is an offence for any person in any part of Wyndham's Parks or Reserves to;
  - assault any other person;
  - consume, distribute or sell any intoxicating liquor unless a licence has been arranged;
  - be under the influence of intoxicating liquor;
  - sell food without a Food Act Registration.
  - use profane, indecent or obscene language;
  - use threatening or abusive or insulting language;
  - behave improperly or riotously;
  - improperly interfere with or interrupt any authorised athletic sport, game or fitness exercise.
- c) Premises must be left in the same condition they were found. If premises are not cleaned satisfactorily or have been damaged, the hirer will be charged accordingly. Any damage due to foreseeable misuse other than fair wear and tear, which has occurred during the period of the allocation, will be repaired and the costs charged to the hirer.
- d) In the case of any damage or loss, the hirer must immediately notify the Council
- e) Smoking is strictly prohibited inside any Council facility.
- f) Noise emanating from the use of the facility must not cause public annoyance in accordance with sections of the Environment Protection Act 1970 and Control of Music from Public Premises No. N-2.
- g) Any keys issued to the hirer are to remain in control of the hirer at all times and are not to be transferred.
- h) The hirer may be required to submit Traffic Management Plan based on expected participant/crowd numbers.
  - Vehicles are to park in designated parking bays. Incorrect parking may result in infringement notices issued by Councils Legislative Services
  - for large events staff will be required to direct traffic on the event day.
- i) Without prior Council approval, the hirer must not;
  - charge admission fees to a reserve.
  - allow a vehicle(s) to enter a reserve, except in the case of an emergency.
  - erect any structure(s) requiring pegs to be driven into the ground.
  - display temporary advertising or signage.
  - encroach on a turf wicket.

**INSURANCE**

- a) The hirer, at its own cost, shall take out a Public Liability policy for \$20 million minimum to insure against damage to property or bodily injury that may be suffered by any person by reason of an accident and happenings in any way connected with or arising out of the hire of the premises.
- b) Council will not allocate a reserve until evidence of the hirer's Public Liability insurance is produced
- c) Council may request a Risk Management Plan

**PROHIBITED ITEMS - SYNTHETIC FIELDS**

- a) The following items are prohibited on synthetic fields;
  - food
  - drink (except water)
  - animals
  - golf
  - glass
  - metal stakes and sharp objects
  - gum and candy
  - any tobacco product

**ACCESS TO EQUIPMENT & LINEMARKING**

- a) Council is not responsible for the provision of any equipment associated with the hirer's activity.
- b) Hirers may negotiate access to equipment with the tenant Club, for items included but not limited to (fee may apply);
  - Goal Post Padding
  - Soccer Netting
  - Scoreboards
  - Sports Equipment (balls, bats, wickets etc.)
- c) Hirers may negotiate line marking to be undertaken by the tenant Club prior to the booking (fee may apply).

**CANCELLATIONS**

- a) Council may withdraw grounds if they are considered unplayable due to inclement weather conditions or safety reasons. This decision is not negotiable.
- b) Council will endeavour to find a suitable alternative venue(s), or will issue a full refund
- c) Hirers wishing to cancel their booking, must notify the Council prior to their booking date

**GENERAL**

- a) Council may enter the facility at any time during the hire period for any purpose
- b) Council may hire any part of the facility not affected by the hire agreement to other users
- c) Council may impose additional conditions for the use of the premises or conduct
- d) Casual hirers failing to adhere to the terms and conditions outlined in this document may have their booking withdrawn and/or jeopardise any future applications lodged to hire Council facilities.

**REPORTABLE INCIDENTS**

- a) It is the hirer's responsibility to report to Council on any relevant incidents that occur during your hire period. This may include, but not be limited to: break-ins or security breaches, damage to facilities, emergency services call outs (e.g. Police, Fire, Ambulance)
- b) Incidents should be reported through to Council at the earliest appropriate time firstly via phone on 1300 023 411 and followed up in writing.