



Brighton Council

CONDITIONS OF USE (Recreational Grounds and Facilities)

The Brighton Council grants the hire of Recreational Grounds & Facilities subject to the following conditions:-

1. Application

The right to use the facility is subject to the Council receiving an application from an applicant of legal age (18+ years) on the required form signed by the proposed hirer undertaking to comply with these conditions. If the proposed hirer is a club / organisation / association, the application must include the personal undertaking by the president and secretary of the club.

The club must complete all sections and sign the Application for Recreation Ground & Facility Hire Form and return to Council by due date prior to the commencement of hire. Applications cannot be considered unless accompanied by current copy of the hirer's "Certificate of Currency" for Public Liability Insurance.

2. Bond Deposit

Unless otherwise endorsed by an appropriate Council Officer in the Schedule to the Application for Grounds and Facilities Hire, a key deposit of the sum of \$55.00 and a \$100.00 security bond (if alcohol is going to be consumed), shall be paid by the hirer at the time of booking as a guarantee of fulfilment of these conditions, as a security against damage to the facility or any infrastructure contained therein, and for any cleaning arranged by the Council resulting from the hirer's use of the premises. The hirer shall be liable on demand by the Council Services Officer to pay any further amount in excess of such bond to meet the full cost of such damage or cleaning. If there is no breach of the conditions of usage or damage to the infrastructure therein or abnormal cleaning the deposit will be refunded with the return of the keys and on completion of the appropriate checks. THE SECURITY BOND REFUND WILL NOT BE AVAILABLE UNTIL ONE FULL BUSINESS DAY IS COMPLETED AFTER THE BOOKING, (I.E. SATURDAY, IS NOT AVAILABLE UNTIL THE FOLLOW TUESDAY).

3. Hire Fees

Hire fees shall be in accordance with the Schedule prepared by the Council and will be payable **prior** to your booking. These fees will be in accordance with Council's Fees & Charges for each financial year.

4. Times and Dates of Use

The Hirer shall have use of the premises in accordance with the final Recreation Ground and Facility Application allocation determined by the Council. Allocation relates to the home and away competition only. Finals are to be booked by the relevant Association.

If the Hirer wishes to alter its scheduled use of the premises it must provide in writing to the Council twenty-one (21) days notice.

The Council will use its best endeavours to accommodate the Hirer in relation to alterations of its proposed times and dates of use and in relation to the Recreation Ground & Facility Hire Applications.

If the Club extends its use of premises there may be an additional charge.

5. Cancellation of Booking

Any cancellation within 24 hours prior to the date of the function/event will result in a half of the fees being payable to Brighton Council.

6. Insurance

- a) Public liability insurance must be provided for all associations, organisations and/or clubs. The hirer shall take out and keep current during the period of hire a liability insurance policy in a form approved by the Council, in the name of the Hirer, insuring for a sum of not less than twenty (20) million dollars (\$20,000,000) against all actions, costs, claims, charges, expenses and damages whatsoever which may be brought or made or claimed against the Hirer arising out of or in relation to the hiring arrangement. Proof of this policy must be provided to the Council to form part of this agreement, stating, the level of cover, period of cover, and exclusion clauses. If after being requested in writing by the Council, the Hirer fails to provide evidence of insurances required by this Agreement, the Council will issue a final notice. Until the Hirer produces evidence of compliance with its insurance obligations, approval for use of the facility is revoked.
- b)
 - i) The Hirer shall be required to effect and maintain Property Insurance, at all times during the Approval Term, for Contents/Equipment/Materials purchased or supplied by the Hirer, and not forming a fixture or fitting of a building/facility.
 - ii) In event of insured damage requiring repairs/replacement, Council's Property insurance policy covers cleaning of the building structure, walls, fixed cupboards and bench tops and floor coverings. Council's Policy does not extend to indemnify the Hirer.
 - iii) Contents/Equipment/Materials purchased or supplied by occupiers and not forming a fixture or fitting of a facility, remain the property of the occupier and are not insured by Council. This includes, equipment (refrigerators, heating or cooking appliances), curtains, light fittings etc.
 - iv) Council does not insure personal belongings, money and private property brought onto the premises.
- c) Incidences arising out of the activities or actions of the Hirer involving either Personal Injuries or Property Damage should be reported to the Hirer's own insurer. The Hirer shall as soon as practicable inform the Council in writing of any occurrence involving the responsibilities of both the Hirer and Council, that might give rise to a claim. The Hirer shall keep the Council informed of subsequent developments concerning the claim.
- d) Incidents arising out of the activities or actions of the Hirer involving either Personal Injuries or Property Damage should be report to the Hirer's own Insurer.

7. Risk Management -

A Risk Assessment shall be carried out by the Hirer before the commencement of the Agreement and before each season in terms of:

- (a) Dimensions of playing area in accordance with relevant Association guidelines - taking into account the skill level or standard of competition
- (b) The Hirer acknowledges that they are responsible for complying with emergency and incident management procedures and risk management practices implemented by Council in relation to the facility during the Approval Term, provided that they receive reasonable notice of such procedures.
- (c) The Hirer agrees, prior to the commencement of the Agreement, to confirm with Council details of their risk management plan and policies which addresses the risks associated with the Hirer's use of Council facility and how such risk will be addressed. In the alternative, the Hirer shall confirm to Council's satisfaction participation in a risk management program which addresses the risks associated with the use of Council's facility. The Hirer should ascertain and implement risk management programs and procedures that are considered standard by their own insurer and representative Association.
 - i. The Hirer acknowledges that the Council reserves the right, following consultation with the Hirer and any or anybody representing the Hirer, to withdraw the premises, or any part thereof from use and to cancel this user agreement if it considers the premises or any part thereof are unsafe and or is unsuitable for use by the Hirer. Notwithstanding the above, it is agreed that the Hirer must ultimately determine whether the premises, are safe for use by the Hirer.
 - ii. Further to clause c.i, the Council acknowledges that unless the Council formally withdraws the premises for use, the Hirer - in accordance with any regulations that the relevant governing bodies for the Hirer have in place - has responsibility to determine suitability for activities to commence.
 - iii. Before commencement of playing, on each occasion the Hirer shall complete and retain a formal checklist assessing the playing surface and immediate surrounds to determine suitability for play to commence. (To be retained by the hirer, but be available on request by Council).
 - iv. Should the Council exercise its rights pursuant to clause c.i hereof, the Council will use its best endeavours to find an alternate venue for the Hirer to use however the Hirer agrees to hold the Council harmless if an alternative venue is not available/can't be found.
 - v. As far as is reasonably practicable the Hirer must take all reasonable precautions to prevent Personal Injury and Damage to Property.

7. Indemnity

The hirer agrees to indemnify, and keep indemnified, and to hold harmless the Council, its servants and agents, and each of them from and against all actions, costs, charges, expenses and damages whatsoever which may be brought, or made, or claimed against them, or any of them, arising out of, or in relation to the hiring agreement.

8. Acts and Regulations

The hirer shall conform to the requirements of the Health Act, Local Government Act, any Local Law/By-law or regulations made thereunder, and shall be liable for any breach of such Acts, Local Laws/By-laws or Regulations. All other statutory rules, provisions and regulations of the Commonwealth of Australia or State of Tasmania for the time being in force must be complied with by the user and the notices given to the appropriate officers.

9. Permission to occupy

- (a) The hirer shall only be entitled to the use of the particular part or parts of the facility hired on the date set out in the schedule to the application and the Council reserves the right to permit any other portion of the facility to be hired for any other purpose at the same time.
- (b) The right conferred on the hirer shall be a permission to occupy and shall not be construed as a tenancy. Nothing contained in these conditions shall confer on a regular hirer the right to exclusive possession and the Council may at its discretion allow other individuals and groups to have casual use of the facility.
- (c) This agreement recognises the right of the Council to make the premises available for use by other parties at times other than those specified by the Hirer in the recreation grounds & facility hire application form. The Hirer must allow and encourage use of the premises by the public and other clubs and associations. If a community group or organisation or the Council approaches the Hirer in relation to using the building/facility, then the Hirer must accommodate them wherever possible. The Hirer however must still refer the group to Council for Council to provide ultimate approval.

10. Assignment

Hirers that are granted permission to use the facility shall not assign the right of use to any person, organisation or body.

11. Determination

If the hirer commits, permits or allows any breach or default in the performance and observance of any of these conditions the Council may terminate the permission to use the facility and the hirer shall immediately vacate the facility and the security deposit shall be forfeited to the Council.

12. Theft

Neither the Council nor its servants shall be liable for any loss or damage sustained by the hirer or any person, firm or corporation entrusting to or supplying any article or thing to the hirer by reason of any such article or thing being lost, damaged or stolen. The hirer hereby indemnifies the Council against any claim by any such person, firm or corporation in respect of such article or thing.

13. Refusal to Grant Hire

It shall be at the discretion of the Council Services Officer to refuse to grant the hire of a facility in any case and, notwithstanding that permission to hire the facility may have been granted or that these conditions may have been accepted and signed and the fees and deposit paid, the Executive Officer Corporate Services shall have the power to cancel such permission and direct the return of the fees and deposits so paid. The hirer hereby agrees in such case to accept the same and shall be held to have consented to such cancellation and to have not claim at law or in equity for any loss or damage in consequence thereof.

14. Good Order

- (d) The hirer shall be responsible for the full observance of these conditions and for the maintenance and preservation of good order in the facility throughout the whole duration of the period of use.
- (e) No disorderly behaviour or damage to the property shall be permitted in any part of the facility.

15. Cleanliness

The hirer is responsible for leaving the facility in a clean and tidy state, and shall immediately remove all rubbish, refuse and waste matter into rubbish bins provided. Any cost incurred by Council in cleaning the facility resulting from the condition in which the hirer left the facility shall be recoverable from the hirer.

16. Smoking

Smoking is **not** permitted in any Council building/facility. Smoking is not permitted within 20 metres of competition, seating or marshalling areas at outdoor sports grounds while a sporting event is being conducted. This includes all sporting events, irrespective of the type of ground. It also includes the period 30 minutes before and after the sporting event

17. Liquor

The sale of liquor on the premises is forbidden unless the hirer obtains a Liquor Licence from the Commissioner of Licensing, and the license is produced to the Council Services Officer who shall make an endorsement on the Application for Recreation Ground and Facility Hire.

18. Free Access

Any officer or employee of the Council whom the Council Services Officer may appoint shall at all times be entitled to free access to any and every part of the facility.

19. Responsibilities of the Hirer:

- (a) Immediately notify the Council of any maintenance issues which require attention. In the case of vandalism including glass breakage, hirers are required to notify council on 6268 7000 (bh) or 6235 4260 (ah) for emergency maintenance.
- (b) Abide by all of the Council's policies concerning signage and other regulations.
- (c) The Hirer shall not permit any offensive or illegal act trade business occupation or calling at any time during the term hereof to be exercised carried on permitted or suffered in or upon the premises and will not permit any act matter or thing whatsoever at any time during the term hereof to be done in or upon the premises which shall or may cause annoyance nuisance grievance damage or disturbance to the Council or occupiers or owners of adjoining or neighbouring lands or buildings.

20. Disputes

In the event of any dispute or difference arising as to the interpretation of these conditions, or of any matter or thing contained therein the decision of the Council Services Officer thereon shall be final and conclusive.

21. Communication between the Council and the Hirer

The Hirer must appoint a Liaison Officer to communicate on behalf of the organisation with Council. The Council's contact personnel for this purpose is the Council Services Officer or as directed by the Council from time to time.

For after hours emergency services the Brighton Council may be contacted by telephoning 6235 4260