



Brighton Council

Recreational Grounds and Facilities Hire Application

Date of Application			
Organisation /Club			
Full Name			
Address			
Contact	Phone:	Email:	
Ground & Facilities			
Type of sport/activity			
<p>If you have answered 'Soccer' above, your club/association must be aware that if portable soccer goals are to be used, they must apply with Australian Standard Handbook HB227-2003. A copy of the standard can be obtained from Brighton Council upon request.</p> <p>Equestrian/Animal events – clean up and removal of manure is a condition of hire.</p>			
No. of People Attending		Attendance of 1000 or more people for a period of 2 hours or longer?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>If YES, then a place of Assembly Licence is required under the Public Health Act 1997, and the application requires assessment by Councils Environmental Health Officer.</p>			
Event open to General Public?		Temporary structures to be erected?	
<p>If YES, a Temporary Occupancy Permit may be required under the Building Act 2016, and application assessed by Councils Building Compliance Officer. Please see conditions to confirm associated temporary structures.</p>			
Using Kiosk facilities?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Sale of Food?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>If YES, it is a legal requirement under section 84 of the Food Act 2003 to notify council if you are planning any activity that involves either the handling of food intended for sale or the sale of food. It may be necessary to obtain a temporary Food License from Council or provide a copy of your current Food Licence (If operating on a permanent basis). Please contact Councils Environmental Health Officer on 03 6268 7029 to obtain the correct form and information.</p>			

Alcohol will be consumed.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Alcohol to be sold to individuals?	<input type="checkbox"/> Yes <input type="checkbox"/> No	a liquor Licence been provided?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If YES, then a liquor licence must be obtained from the Tasmanian liquor and gaming Commission (Ph 03 6166 4040)					
Do you have Public Liability Insurance?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Has a copy been provided?		<input type="checkbox"/> Yes <input type="checkbox"/> No	

Hire Dates	Hire Times

Seasonal Hires only -

Roster for all grounds provided?
Yes/No

If no, estimated date to be received:

Full Terms and Conditions of Use

1. Application

The right to use the Recreational Grounds and Facilities is subject to Brighton Council receiving an application from a person who is a minimum of eighteen (18) years of age and signed by the proposed hirer undertaking to comply with these conditions. If the proposed hirer is a club, the application must include the personal undertaking by the President and/or Secretary of the club.

It is the responsibility of the hirer to ensure the venue is suitable for purpose for the intended activity/ event prior to booking. The club must complete all sections and sign this application form and return to council by due date prior to the commencement of hire. Applications cannot be considered unless accompanied by current copy of Hirers 'Certificate of Currency' for Public Liability Insurance

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

2. Risk and Release

The Hirer uses Council facilities and any equipment in the premises (whether private or owned by Brighton Council) entirely at their own risk and release/indemnify Brighton Council and Council staff from all claims, demands and liability of any kind that may arise in respect to the use of Brighton Council grounds and facilities, including any accidents, damages or injury occurring to any person or property in or about the premises.

3. Times and Date 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. Allocations related to the home and away completion 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 Council giving twenty-one (21) days' notice. Council will use its best endeavours to accommodate the Hirer in relation to alterations of its proposed times and dates of use.

4. Hire Fees

Hire fees shall be in accordance with Brighton Councils fees and charges schedule and will be payable prior to booking or via Invoice as discussed with the Bookings Officer. If the club extends its use of premises, there may be an additional charge.

5. Setup & clean up days

These days should be requested in advance to prevent "double booking". If a setting up and clean-up day is required, fee will apply for each day as required or times exceeding 2 hours.

6. Security Bond

Unless otherwise endorsed by an appropriate Council Officer in the Schedule to the application for grounds and facilities hire, a key deposit of \$ 55 and a security bond of \$ 500 will be charged if alcohol is to be consumed. The security bond as required by Council shall be paid by the Hirer at the time of booking as a guarantee of fulfilment of these conditions, and as security against damage to the building or any fittings and furniture 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 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 building, any fittings, and furniture therein or abnormal cleaning the deposit will be returned. **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 following Tuesday).**

7. Cancellation

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

8. Free Access

Any officer or employee of the Brighton Council shall at any time be entitled to gain free access to any and every part of the grounds and facilities during your hire period.

9. Key Allocation

Requests for additional or replacement keys need to be made to Council and will attract an additional charge of \$50 per key. Details of changes in possession of any key(s) are to be forwarded to Council within seven days.

Clubs must maintain their own key register that must be presented upon request from Council. Clubs **must** return their keys at the end of the season/booking unless agreed otherwise.

10. Insurance

Public liability insurance must be provided for all associations, organisation and/or clubs. The Hirer shall take out and keep current during the period of hire, a liability insurance policy in the name of the hirer, insuring for a sum of not less than

twenty (20) million dollars (\$20,000,000) and insuring against, cost, 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 Brighton Council to form part of the hire 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 insurance 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.

- a) The Hirer shall be required to effect and maintain Property Insurance, at all times during the approval term, for contents/ equipment/ materials/ items purchased or supplied by the hirer, and not forming a fixture or fitting of a building /facility.
- b) In the 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.
- c) Contents/Equipment/Materials/Items 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. Those includes, equipment (refrigerators, heating, or cooking appliances), curtains, light fittings etc.

- d) Council does not insure personal belongings, money and private property brought onto the premises.
- e) 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 any subsequent developments regarding the claim.
- f) Incidents 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.

11. 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 standards 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 satisfaction participation in a risk management program which addresses the risk management programs and procedures that are considered standard by their own insurer and representative association.

- d) 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 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.
- e) Further to clause 11 (d), the Council acknowledged 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.
- f) 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, this will be retained by the hirer, but be available on request by Council.

- g) Should Council exercise its rights pursuant to clause 11 (d), 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.
- h) As far as is reasonably practicable the Hirer must take all reasonable precautions to prevent Personal injury and damage to property.
- i) The hirer is not permitted to operate any inflatable land borne devices, including 'zorb balls' and 'jumping castles' on any Council owned land, venue, or facilities.

11. Temporary Structures

Temporary structures include any – booth, tent, or other temporary enclosures, whether part of the booth, tent or enclosure is permanent; or temporary seating structures; or other prescribed structures which includes – mobile structures, temporary bridge, stage, platform, and tower.

12. Acts and Regulations

The Hirer shall conform to the requirements of the Public Health Act, Local Government Act, any local Law/by-Law, 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.

13. Sales of Food

It is a legal requirement under section 84 of the Food Act 2003 to notify Brighton Council, if you are planning any activity that involves either handling of food intended for sale or the sale of food. Regardless of whether the hirer is a business, enterprise or activity of a

commercial, charitable or community nature and it involves the handling or sale of food for one occasion only. Failure to do so imposes an individual fine, not exceeding \$86,000 or for a body corporate a fine not exceeding \$ 206,400.

Depending upon the nature of the food to be sold, it may be necessary to obtain a temporary food licence. In such occurrences and events, Brighton Councils' Environmental Health Officer will assess the types of food involved and ensure correct food hygiene practices and requirements are in place for the activity to occur safely.

14. Emergency and Evacuation use

Council reserves the right to cancel at any time bookings for the use of its facility should those facilities be required for use in emergency situations, e.g., for setting up evacuation centres or safe place refuges. Council would endeavour to relocate the booking to another venue if a suitable one is available.

Use of Venue, Equipment and Property

15. The Hirer is responsible for leaving the facilities 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. The Hirer agrees to secure/arm the property and to return all keys to Brighton Council as soon as possible if not agreed otherwise and will not copy or pass the key to any other person/organisations.

17. The Hirer is required to at all times, to respect rights of neighbouring residents with regard to noise and therefore, must

comply with the Environmental & Pollution Act 1994.

18. Smoking and the use of electronic cigarettes is **NOT permitted** in any Brighton Council building/facility. Smoking is not permitted within 20 metres of competition, seating or marshalling areas at outdoor sports ground 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.

19. The sale of Liquor on the Council premises is forbidden unless the Hirer obtains a liquor license from the Commissioner for Licensing, and the license is produced to the Council Officer, who shall make note on this application.

20. The Hirer shall only be entitled to the use of the particular part of the building hired on the date set out in the schedule to this application and Brighton Council reserves the right to permit any other portion of the grounds/facility to be hired for any other purpose at the same time.

21. The right conferred on the Hirer shall be a permission to occupy and shall not be constructed as a tenancy. Nothing contained in these conditions shall confer on a regular hirer the right to exclusive possession and Brighton Council may at its discretion allow other individuals and groups to have casual use of the premises.

22. This agreement recognises the right of 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 must still refer the group to Council for consideration and ultimate approval.

23. The Hirer shall be responsible for the full observance of these conditions and for the maintenance and preservation of good order in the premises throughout the whole duration of the period of use. No disorderly behaviour or damage to the property shall be permitted in any part of the building.

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

25. The Hirer agrees to secure the property and to return all keys to Brighton Council as soon as possible if not agreed otherwise. In case the building is not locked/armed the Hirer is payable the security call out fee of \$75 to the Council.

26. It shall be at the discretion of the Council Officer to refuse to grant the hire of a ground/facility in any case and, notwithstanding that permission to hire the premises may have been granted or that these conditions may have been accepted and signed and the fees and deposit paid, the Council Officer shall have the power to cancel such permissions and direct the return of the fees and deposits paid. The Hirer agrees to accept and consents to such cancellation and cannot claim at law or in equality for any loss or damage in consequence thereof.

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

28. The Hirer agrees to indemnify and keep indemnified Brighton Council, its servants, staff and agents and each of them from and against all actions, cost, claims, charges, theft, expenses, penalties, demands and damages whatsoever which may be bought or made or claimed against them, or any of the, in connection with the Hire's performance or purposed performance of its obligations under this agreement and be directly related to the negligent acts, error or omission of the hirer.

<p><u>Agreement</u> I have read, understand, and accept the hiring conditions imposed, charges and hereby apply to book the above nominated venue, date(s) and time(s). I undertake the responsibility for ensuring that all individuals/groups using the premises in association with this application shall comply with these conditions.</p> <p>Print Name: _____</p> <p>Signature: _____</p> <p>Date: _____</p>

Please return all forms to Brighton Council (Attention Bookings) or bookings@brighton.tas.gov.au

1 Tivoli Road
Old Beach Tas 7017

For further information, please contact Council Officer on (03) 6268 7050

Office Use Only	
Certificate of Currency provided	Yes/No/NA
Food Licence Application	Yes/No/NA
POA Application	Yes/No/NA
Building Application	Yes/No/NA
Liquor License provided	
Officer Signature	
Date of approval	
Notes:	