

**LATROBE
LEISURE**

Latrobe Leisure Conditions of Hire



CONDITIONS OF HIRE

General Hire Terms and Conditions

1. Definitions

- 1.1. **Council** means Latrobe City Council.
- 1.2. **Hirer** means the person or organisation hiring the Facility as specified in the Facility Hire Application Form.
- 1.3. **Agreement** means these General Hire Terms and Conditions and any attachments thereto, the Facility Hire Application Form and the Facility Conditions of Entry as apply from time to time.
- 1.4. **Facility** means the Council sporting/leisure facility specified in the Facility Hire Application Form.
- 1.5. **Hired Area** means the part of the Facility being hired by the Hirer as described in the Facility Hire Application Form.
- 1.6. **Material Term** means clauses 2.2, 2.4, 2.5, 2.6, 3.1, 3.4, 4.2, 5.3, 6.1, 8.1, 8.4, 8.5, 9.2, 9.4, 10, 12.2, 12.7, 15.2, 16.3, 17.1, 17.2.1.

2. Supervision of Events and First Aid

- 2.1. The Hirer is responsible for the supervision and control of all persons associated with the Hirer's Facility booking during the period of hire.
- 2.2. All supervisors referred to in this clause 2 must be responsible adults aged 16 years or above and where the Facility hire includes use of a pool, must be on the pool concourse during swimming activities, suitably attired to effect a rescue should the situation arise.
- 2.3. If any persons attending the Facility pursuant to the Hirer's booking wish to remain after the period of hire has finished, they must leave the Facility with the Hirer and re-enter if the space is available at the time.
- 2.4. A Hirer hiring the Facility outside of the Facility's ordinary trading hours must ensure that an adequate number of appropriately trained supervisors are on duty throughout the entire hire period:
 - 2.4.1. suitable levels of supervision are outlined in the Royal Lifesaving Society Guidelines for Safe pool Operation, the relevant sections of which are summarised in Attachment 2;
 - 2.4.2. on request, Council can provide a suitable number of trained staff at additional cost to be met by the Hirer.
- 2.5. Supervision of Children -:
 - 2.5.1. all children under 10 years of age must be actively supervised at all times by a supervisor;

2.5.2. supervisors must be familiar with all areas of the Facility being used, including change room areas and are obliged to accompany the children under their supervision to all areas of the Facility being used, including the change room areas;

2.5.3. The Hirer will provide appropriate first aid staff and equipment to suit the requirements of their group and send these details through to the Facility 5 days prior to the event date.

2.6. Council may be able to provide first aid staff and/or equipment at an agreed cost to the Hirer.

3. Behaviour

3.1. The Hirer must ensure that all persons attending the Facility pursuant to the Hirer's booking, including persons attending for supervision purposes, are aware of and comply with Facility Conditions of Entry at all times. The Facility's current Conditions of Entry are provided at Attachment 1 to these General Hire Terms and Conditions.

3.2. A breach of the Facility Conditions of Entry is a breach of this Agreement.

3.3. The Hirer must ensure other patrons of the Facility are not unreasonably inconvenienced by the conduct or behaviour of any person attending the Facility pursuant to the Hirer's booking.

3.4. Where a person associated with the Hirer's booking engages in inappropriate or unsafe behaviour, it is the responsibility of the Hirer to ensure the person ceases such behaviour immediately and/or leaved the Facility.

4. Facility Use and Access

4.1. Council, its staff and contractors retain the right to access any and every part of the Facility, including the Hired Area, during the hire period so long as such access does not unreasonably interfere with the Hirer's use of the Hired Area.

4.2. The Hirer is only permitted to use the Hired Area specified on the Facility Hire Application Form, and only for the purpose for which it has been hired.

4.3. Council retains the right to use or permit other parties to use any part of the Facility outside the Hired Area at the same time as the Hirer's booking, provided such use will not unreasonably interfere with the Hirer's use of the Hired Area.

5. Payment

5.1. A quote will be issued after the Facility Hire Application Form has been submitted with all requirements for the booking completed.

5.2. An invoice will be sent out at the conclusion of the Hirer's booking to the nominated contact listed on the Facility Hire Application Form.

5.3. At Council's discretion a bond of 20% may be applicable to a Hirer's booking and must be paid in full prior to the date(s) for bookings being accepted.

5.4. Council may retain the bond in the event that damage (beyond fair wear and tear) or direct loss is caused by the Hirer and:

- 5.4.1. refund the bond after repairs have been carried out by the Hirer to Council's reasonable satisfaction; or
 - 5.4.2. refund any remaining monies after payment for repairs arranged or carried out by Council.
- 5.5. If the amount of damage or loss exceeds the bond, the Hirer remains liable to pay to Council any outstanding amount owing after application of the bond.

6. Booking Amendments and Cancellations

- 6.1. Only the person nominated as the booking contact cancel/vary an existing booking. The Hirer must not assign or transfer the booking to another person or entity without written consent from the Facility Manager.
- 6.2. Variation of booking dates or times will need prior approval from the Facility Manager. Requests for booking alterations must be made in writing to the Facility Manager.
- 6.3. If the Hirer wishes to cancel its booking, the Hirer must comply with the following provisions:
 - 6.3.1. all requests for cancellation must be in writing. Requests will not be accepted over the phone;
 - 6.3.2. cancellation of a booking must be received no later than 7 days prior to the booking;
 - 6.3.3. cancellations made less than 7 days prior to the booking date will incur the full hire fee for the cancelled booking.
- 6.4. If a booking involves use of an outdoor part of a facility and inclement weather prevents use, Council will assist the Hirer to reschedule the booking to another date. If the booking is unable to be rescheduled and is cancelled, there will be no hire fee payable by the Hirer.
- 6.5. Council may cancel the Hirer's booking and/or close the Facility at any time if in its reasonable opinion:
 - 6.5.1. the Facility will be unfit for use during the period of hire for safety reasons;
 - 6.5.2. the Facility is required for use as an emergency relief centre;
 - 6.5.3. the Hirer breaches a material term of this Agreement.
- 6.6. If Council cancels the Hirer's booking under clauses 6.5.1 or 6.5.2, Council will consult with the Hirer and endeavour to reach agreement on an alternative Council facility or period of hire suitable to both parties. The Hirer will be refunded for any hire fees paid, for the affected time only.

7. Cleanliness

- 7.1. Hirers shall ensure that any rubbish produced by persons associated with its booking are placed in proper receptacles provided at the Facility, or if rubbish is produced in excess of receptacle capacity, removed from the Facility.

- 7.2. If the Facility is left in an untidy or unclean condition, then the cleaning or removal of rubbish will be carried out by Council at the expense of the Hirer.
- 7.3. Hire of the show court at the Gippsland Regional Indoor Sports Stadium will incur additional cleaning charges to be determined by Council and will be quoted before confirmation of your booking.

8. Equipment

- 8.1. Council equipment must not be removed from the Facility without prior Council approval.
- 8.2. Hirers should report any issues with Council equipment to Facility staff.
- 8.3. The Hirer is responsible for ensuring that all its belongings and equipment are removed at the end of the hire period. Council does not guarantee retention or safety of anything left on its premises.
- 8.4. All heavy or large equipment brought into the Facility must have the prior approval of Latrobe Leisure.
- 8.5. Electrical equipment:
 - 8.5.1. Council approval must be obtained before bringing any electrical equipment into the Facility. Permission to use electrical equipment other than that supplied by the Facility must be requested when submitting the Facility Hire Application Form.
 - 8.5.2. all electrical equipment brought into the Facility must be electrically tested and tagged with a current tag certifying the equipment complies with any relevant Act, Regulation, Australian Standard or guideline relating to electrical and electronic equipment safety. Alternatively a request for testing may be made for electrical items to be tested by qualified Council staff. This will incur a service fee.
 - 8.5.3. failure to comply with this clause will result in refusal by Council to allow that equipment to be used within the Facility. Any equipment deemed unsafe by Council at its discretion, will not be allowed to be used within the Facility.

9. Catering and Alcohol

- 9.1. Where the Facility includes existing food and beverage sales onsite, Council retains sole catering rights at the Facility. Any requests for self-catering at such facilities must be submitted in writing to the Facility Manager and permission will be at the discretion of Council.
- 9.2. Any sales of food or drinks at any Facility will only be permitted with the express written permission of the Manager.
- 9.3. Council reserves the right to prohibit the introduction of alcohol in any of its facilities. Consumption or sale of alcohol is not permitted without prior written confirmation from Latrobe City Council and a copy of an appropriate liquor licence.
- 9.4. If Council permission to alcohol sale or consumption is given under this clause, the

Hirer must at its own cost comply with the *Liquor Control Reform Act 1998* and any other applicable Acts or regulations and the Hirer will be liable for any breaches of any such Act or regulation.

10. Insurance and Liability

- 10.1. The Hirer is required to hold Public Liability insurance cover for death, personal injury, and property damage of at least \$20,000,000 for any one event, with a copy of the Certificate of Currency to be provided to Council no later than four (4) weeks prior to the booking.
- 10.2. The Hirer must at its own cost comply with all Acts, Regulations, local laws or rules, including, but not limited to, the *Occupational Health and Safety Act 2004*, *Local Government Act 2020*, *Local Government Act 1989*, *Child Wellbeing and Safety Act 2005* and the *Liquor Control Reform Act 1998*, and the Hirer will be liable for any breaches of any Acts, regulations, local laws or rules it causes.

11. Damage

- 11.1. The Hirer will not alter, move or remove any fixtures, fittings or furnishings in the Facility without prior consent from the Facility. This includes, but is not limited to, affixing items whether by adhering, nailing or screwing to any surface in the Facility.
- 11.2. Where any damage beyond fair wear and tear is caused to the Facility, its fixtures, fittings or any Council equipment because of or in connection with the Hirer's hire or use of the Facility:
 - 11.2.1. Council may make good the damage and the Hirer shall pay the costs incurred by Council in doing so within fourteen (14) days of Council's demand. Council is not required to provide the Hirer with an opportunity to rectify the damage before undertaking or arranging make good works;
 - 11.2.2. the Hirer is not to attempt to make good any damage under any circumstances unless the prior written consent of Council has been provided.
- 11.3. Council does not accept any responsibility for loss of or damage to any equipment or other property, brought into the Facility by the Hirer unless caused or contributed by the Council.
- 11.4. The Hirer must immediately advise Council of any accidents, loss, damage or injuries sustained by any person during any period of hire.
- 11.5. Where the Hirer will be using the Facility to hold an event that Council deems to be a major event, a Hired Area walkthrough with both parties present will be required prior to and at the conclusion of the Hirer's booking to sign pre and post-event condition reports.
- 11.6. In relation to facilities with playing courts:
 - 11.6.1. any equipment that is placed on a court area must have sufficient protection under it to ensure the court surface is not marked. Where failure to do this results in marking of the court surface it will be considered damage to the Facility under this Agreement;

11.6.2. no consent under clause 11.2.2 will be provided in relation to damage beyond fair wear and tear to playing court surfaces. All repair works will be arranged by Council at the cost of the Hirer.

11.7. In relation to facilities with athletics tracks:

11.7.1. no temporary or permanent markings are to be made in an athletics track area without Council approval;

11.7.2. no vehicle access is permitted onto an athletics track without prior Council approval.

12. Occupational Health and Safety and Emergency Management

12.1. Council will provide a safe and secure environment for all users of the Facility.

12.2. The Hirer and all persons attending the Facility pursuant to its booking must:

12.2.1. exercise due care and skill at all times during use of the Facility;

12.2.2. adhere to and comply with all legislative requirements in use of the Facility, such as occupational health and safety laws, regulations and standards, as well as Council policies and procedures provided to the Hirer.

12.3. Where a third party has been engaged to provide first aid, the Hirer must provide the contact details of the provider with the Facility Hire Application Form.

12.4. Council may close the Facility at any time in the event of an emergency requiring evacuation of the Facility of part thereof. The Hirer will be refunded any fees for the hire time affected by the evacuation only.

12.5. In the event of an emergency, the Hirer and all persons attending the Facility pursuant to the Hirer's booking must follow any lawful direction of Council staff. The Hirer must comply with the Plans and Assembly Point locations available at the Facility.

12.6. If the Facility or part thereof is no longer operational or appropriate for the Hirer's use following an emergency, where possible Council will assist the Hirer to relocate to an alternative location until the affected area is restored.

12.7. Aisles, stairways, passageways and exit doors are to remain free from obstruction. Fire extinguishers are not to be relocated or obstructed.

12.8. Incidents and/or hazards that occur within the Hired Area must be reported to Council staff at the Facility as soon as practicable by the Hirer.

13. Exclusion of Liability and Indemnity

13.1 Save as otherwise expressly provided in this Agreement and to the extent permitted by law, each party will not be liable to the other party in respect of any indirect or consequential expense, loss or damage, loss of profits, revenue, use, expectation or opportunity, wasted expenditure, lost production or similar losses suffered by the Hirer under or in connection with this Agreement.

- 13.2. The Hirer will at all times indemnify, keep indemnified Council, its staff and contractors from and against all claims, actions, costs, charges, losses, expenses, and damages whatsoever incurred arising directly from:
- 13.2.1. a breach of a material term of the Agreement by the Hirer;
 - 13.2.2. any negligent, wilful or unlawful act or omission of the Hirer, its staff, contractors, agents and invitees;
 - 13.2.3. any claim against Council by a third party in connection with the Hirer's hire and use of, and access to, the Facility;
 - 13.2.4. any loss, injury, illness or damage to persons (including death) including any third party to the extent it is directly caused or contributed to by the act or omission of the Hirer, its staff, contractors, agents or invitees; and
 - 13.2.5. any loss of or damage to property beyond fair wear and tear to the extent it is caused or contributed to by the act or omission of the Hirer, its staff, contractors, agents or invitees; save and except to the extent caused or contributed to by the act or omission of Council, its staff or contractors.

14. Signage

- 14.1. The Hirer may erect temporary signage in the form of A-frames and/or standalone banners/poster boards during an event.
- 14.2. In the event that the Hirer wishes to erect signage in addition to the temporary signage set out above, a written request must be made to Council. Approval is at Council's discretion and associated fees may apply.
- 14.3. Council reserves the right to regulate the material used for signage. All display of signage is subject to restrictions at clause 13 above (Damage) and must be removed at the end of the hire period, with any resulting damage caused to the Facility rectified in full.

15. Security

- 15.1. Council reserves the right to make security a requirement for bookings, setting the amount of security and times, where deemed necessary due to the nature of the event to be held by the Hirer. Where security is required, this will be confirmed through the booking process and any costs associated with security included in the booking fee.
- 15.2. Where required, a minimum of two security guards will be deployed at a ratio of no more than 100 persons to 1 security guard.
- 15.3. The amount of persons attending an event where security is required will be capped and no persons above this cap will be permitted entry. The maximum number of persons in attendance must be confirmed in writing through the Facility Hire Application Form, any alterations to numbers must be submitted in writing and Council reserves the right to decline any alterations. No changes can be made within 10 business days of the booking.

16. Noise

- 16.1. The Hirer must ensure that noise levels escaping the Facility are kept to a reasonable level to prevent unnecessary disturbance or nuisance to surrounding properties.
- 16.2. Appropriate notification must be given to local residents by the Hirer when it is anticipated that the Hirer's event at the Facility will involve excessive noise. Council may also direct notice be given at its discretion where it deems excessive noise at the event to be likely.
- 16.3. The Hirer will comply with all noise restrictions in the *Environment Protection Act 2017* and its regulations, and will be liable for any breaches of that Act or regulations including but not limited to any fines issued.

17. Qualifications and Child Safe Standards

- 17.1. Council is committed to ensuring that our facilities are safe for children, participants, staff and visitors. The Hirer agrees to comply with all relevant legislation relating to the employment or engagement of child-related personnel in relation to their services, including the Victorian Child Safe Standards.
- 17.2. The Hirer must ensure:
 - 17.2.1. all its employees or volunteers conducting programs or supervising children while at the Facility must hold a valid Working with Children Check. Details of the Working with Children Checks must be provided to Council prior to the booking.
 - 17.2.2. relevant persons have their Working with Children Check card with them at all times when in the Facility and provide it upon request of Council staff.
 - 17.2.3. employees and volunteers conducting programs on behalf of the Hirer at the Facility, hold valid qualifications applicable to the activities being conducted. Copies of qualifications are to be provided on request.
 - 17.2.4. the Hirer immediately notifies Council of any failure to comply with relevant legislation, including the Victorian Child Safe Standards.
- 17.3. The Hirer acknowledges that Council staff may request any individual to leave the Facility if their behaviour is considered dangerous, unacceptable or the individual does not hold the relevant qualifications and checks under this clause.

18. General Provisions

- 18.1. This Agreement is the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to this subject matter is replaced by this Agreement and has no further effect.
- 18.2. The failure of a party at any time to insist on performance of any clause of this Agreement is not a waiver of the party's right at any time to insist on performance of that or any other clause of this Agreement.

18.3. Any clause of this Agreement that is invalid or unenforceable must be read down to the extent necessary so as to be valid and enforceable and if that is not possible, part or all of the invalid or unenforceable clause will be severed from this Agreement and the remainder of the Agreement will continue in force.

18.4. This Agreement is governed by the law in force in the State of Victoria. The parties submit to the non-exclusive jurisdiction of the courts of that State and any court competent to hear appeals from those courts.

