

1) Interpretation

In these conditions, unless the context otherwise requires:

“Council” means the Greater Shepparton City Council.

“Coordinator” means a person appointed as such by the Council and includes any other person authorised to act on behalf of such person;

“Facility” means any part of the Stadium, including any fittings, fixtures and equipment at the stadium;

“Hire” means the use of the Hired Area under the Hire Contract;

“Hire Contract” means the contract for use of an area at the Stadium comprising the Hire Form and these Conditions of Hire;

- a) “Hired Area” means the Stadium or Facility hired by the Hirer under the Hire Contract;
- b) “Hirer” means the party identified as such in the Hire Form and includes, where appropriate, any participants, spectators, invitees, guests and officials associated with or permitted to enter the Stadium by the Hirer;
- c) “Hire Period” means the period of time specified in the Hire Form; and
- d) “Stadium” means the Shepparton Sports Stadium or the Tatura Sports Stadium, as indicated in the Hire Form.

2) Use of Stadium

The Hirer is permitted to use the Facility or Stadium indicated in the Hire Contract for the Hire Period, subject to compliance by the Hirer with all terms of the Hire Contract.

The Hirer shall at all times obey the instructions of the Coordinator with respect to the use of the Stadium.

The Hired Area shall not be used for an activity other than that specified in the Hire Form.

The Hirer’s right to use the Hired Area cannot be transferred to any other person (including any sub-hiring), without the written approval of the Coordinator.

The Hirer shall not permit a person or persons not under the direction and control of the Hirer to use the Hired Area.

Where a Facility other than the Hired Area is used by the Hirer, the Hirer must immediately pay to the Council the fee for hire of that Facility.

- a) Where the Hired Area is used for longer than the Hire Period, the Hirer must immediately pay to the Council the fee for the additional use of the Hired Area.

All fees shall be in accordance with Council's “*Sports Stadiums- Schedule of Fees and Charges*”. All fees and charges are subject to annual review.

Organisations with outstanding rental fees from a previous booking will not be permitted to use any Council Sports Field or Stadium until payment in full is received.

Sports Stadium Conditions of Hire



3) Cancellation By Hirer

The Hirer may cancel a Hire by giving written notice to the Coordinator at least 14 days before the commencement of the Hire Period. Any fee paid by the Hirer will then be refunded.

A cancellation of a Hire within 14 days of the Hire Period must be directed, in writing, to the Coordinator. All charges for the Hire Period shall remain payable by the Hirer. However, where another person is permitted by the Council to hire the Hired Area for the entire Hire Period cancelled by the Hirer, the Hirer shall be entitled to a refund of any fees paid to the Council under the Hire Contract. The Council shall not be under any obligation to seek or permit an alternative hire for this purpose.

4) Cancellation By the Coordinator

The Coordinator may, if the Stadium or any part thereof is unfit for use, cancel a Hire.

Neither the Council nor the Coordinator will be liable in respect of any costs, loss or damage sustained as a result of the cancellation of a the Hire, but Council will refund any fee paid for the Hire(provided that the Stadium or part thereof is not unfit for use due to any act or omission of the Hirer).

5) Supervision

The Hirer is responsible, during the Hire Period, for the supervision and control of all persons who enter the stadium for any purpose relating to the Hire. This responsibility extends to all participants, spectators, invitees, guests, officials and a visitor associated with the hire, and includes all facilities, such as foyers, meeting rooms, change rooms, toilets and store rooms.

6) Cleaning

During Hire Period – The Hirer must ensure the general cleanliness of the Hired Area during the Hire Period. This includes the regular pick up and collection of litter and cleanup of any liquid spill. All storage areas, meeting rooms and office areas used by the Hirer must be maintained in a clean, neat and orderly fashion at all times.

Cleaning After Hire Period - At the conclusion of the hire period, the Hirer must immediately remove all decorations, settings, litter, refuse and waste and must leave the Hired Area, including all fixtures, equipment and utensils, in good order and condition.

7) Alcohol

No alcohol is permitted to be brought into the Stadium at any time during the Hire Period.

8) Food and Beverage

No food or beverages are to be sold by the Hirer, or permitted to be sold by any other person, during the Hire Period without the written approval of the Coordinator.

If the sale of food and beverage is approved by the Coordinator, the Hirer must comply at all times with all legal requirements (including the Food Act 1984) and meet all stipulations of the Council's Health Service Department.

9) Smoking

Smoking is prohibited in all areas of the Stadium. This ban must be enforced by the Hirer at all times during the hire period.

10) Crowd Control/Security

If requested by the Coordinator, the Hirer shall make provision for the supply and payment of crowd controllers in accordance with the Private Agents Act 1966 and must, during the entire Hire Period, comply with any other instructions in relation to safety and security issued by the Coordinator or the Council.

11) First Aid

The Hirer is responsible for the provision of all first aid for activities associated with the Hire.

12) Admission Fees

Admission fees are not be to be charged or collected by the Hirer without the written approval of the Coordinator.

13) Indemnity

The Hirer agrees to indemnify and to keep indemnified, and to hold harmless the Council, its employees and agents, and each of them, from and against all actions, costs, claims, charges, expenses, penalties, demands and damages whatsoever which may be brought or made or claimed against them, or any of them, in connection with the Hirer's use of the Hired Area or any other activities of the Hirer at the Stadium. The Hirer indemnity shall be reduced proportionally to the extent that any act or omission of the Council, its employees or agents, contributed to the loss or liability.

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14) Insurance

The Hirer shall at all times during the Hirer Period, be the holder of a current public liability policy of insurance in the joint names of the Hirer and the Council, which provides coverage for an amount at least \$10 million per single event (“**Public Liability Policy**”). The public liability policy shall cover such risks and be subject only to such conditions and exclusions as are approved by the Council. A copy of the policy and certificate of currency must be provided to the Council prior to the commencement of the Hire Period.

15) Signage

The Hirer must not affix any signs, decals or banners to any part of the Stadium without the written approval of the Coordinator.

The Hirer, if permitted affix signs, decals or banners to any part of the Stadium, shall remove such signs, decals or banners immediately on the expiration of the Hire Period.

16) Damages

The Hirer must, on demand, of any costs incurred by the Council to repair or make good any damage to the Stadium (including any loss of equipment) arising out of or incidental to the Hire.

17) Silicon and Oil Based Products

At no time before, during or after the hire period, is the hirer to use or allow the use of any silicon or oil based products. The hirer must ensure that no silicone or oil based products are allowed to contaminate any floor surface via any vehicle, equipment or displays that are placed in the Stadium.

The Council reserves the right to take whatever action is necessary to contain and remove silicon or oil based contamination of floor surfaces. This may include, but shall not be limited to the closing off and quarantining of contaminated areas, relocation or removal of vehicles, equipment or display, and restriction of any vehicle or pedestrian traffic as required.

If specialised cleaning is required to remove any traces of silicone or oil-based contamination of floor surfaces that arisen during the Hire Period, the cost of cleaning shall be paid for by the Hirer on demand.

- a) The Hirer must pay compensation to the Council, on demand, for any financial loss suffered as a result of any cancellation of any other hire of the Stadium or a Facility after the Hire Period resulting from silicone or oil-based contamination during the Hire Period.

18) Timber Sports Floor Protection

The Hirer must ensure that the timber sports floors of the Stadium are protected at all times from damage during the Hire Period. Without limiting the Hirer's obligations under this clause, the Hirer must establish and apply appropriate control procedures during set up and pack up of equipment, and the entry, exit positioning of vehicles and displays.

The Hirer must pay, on demand, for any cleaning necessitated by damage to any timber sports floors.

19) Risk Management

The Hirer is responsible for the application of appropriate risk management and occupational health and safety policies and procedures for all activities conducted at the Stadium during the Hire Period. The Hirer's obligations include, but are not limited to:

- a. Compliance with the Occupational Health and Safety Act 1985;
- b. Cancellation or postponement of any activity should the condition of the Hired Area be identified as hazardous or where the safety of participants may be at risk;
- c. Control and supervision of the safe set up, pack up and storage of equipment;
- d. Maintenance of all areas in a safe and orderly condition, free of trip hazards and obstructions; and

Report to the Coordinator any hazards that pose risk of injury or damage to any user of the Stadium.

20) Council Locals Laws

The Hirer must abide by all applicable Council Local Laws during the hire period

21) Planning and Building Approval

Where required, the Hirer must acquire and hold current, all necessary planning and building approval relating to all the type and nature of all activities during the Hire period.

All required planning and building approvals must be sighted by the Stadiums Coordinator and originals made available for public display at the Stadium during the hire period.