

# Conditions of Hire: Maitland Regional Athletics Centre

**Council** means Maitland City Council, ABN 11 596 310 805, 285–287 High Street Maitland NSW 2320

**Hirer** means the person/organisation named in the Hire Application Form

**Venue** means the Council facility specified in the Hire Application Form and includes the grounds surrounding the facility.

**Council and the Hirer have agreed that the Venue will be hired by the Hirer on the following terms and conditions:**

## BOOKINGS

- Applications for hire are to be made by completing and submitting a Hire Application form.
- The Hirer must disclose the intended use of the venue, including the nature of the function.
- Council may, at its discretion, decline any application for hire.
- Major sporting events are to be booked separately, eg Regional, State competitions.
- Pre-season training is to be booked in the same manner as seasonal bookings.
- Regular bookings may be made over a maximum period of twelve (12) months.
- Council endeavours to have the venue maintained to an acceptable standard prior to the booking.

## SITE INDUCTION

- All Hirers are required to complete a site induction with the Council Staff prior to your booking to explain the location of lighting, PA system for ground and multi-function room, firefighting equipment and evacuations procedures.
- In case of emergency call 000.
- Safety of the guests is the hirer's responsibility whilst under the hirers care and control. The hirer is to nominate personnel for the evacuation roles for the venue during the booking.
- The hirer can book and utilise the commercial canteen if an induction to the canteen has been completed. If the hirer chooses to utilise a third party to run the canteen, they must also be inducted to the venue by the hirer or as otherwise organised with Council at the time of booking confirmation.

## FEES AND CHARGES

- For regular hirers, a link to Council's payment portal will be provided via email, along with the Booking Confirmation letter, any other required documentation, and the total amount payable. Regular Hirers are required to pay 50% of the Season Booking Fees to Council upon receipt of the Booking Confirmation letter and/or before the booking commences.
- For casual hirers, a deposit is required to secure the booking, and must be paid by the Hirer within two (2) weeks of receiving the portal link. Failure to pay the deposit may result in cancellation of the booking.
- Casual Hirers must pay the balance of the hire fee and the bond no later than one (1) month prior to the booking. All relevant documentation must be provided at the time of payment.
- Hire charges will be in accordance with Council's current schedule of fees and charges, available on Council's website.
- For Coach and casual access, as these bookings have occurred in the past, payment is required within two (2) weeks of receiving the payment portal link.

## CANCELLATION

### HIRER:

- The Hirer must provide Council no less than (fourteen) 14 days' notice for the cancellation of a booking. For bookings cancelled less than (fourteen) 14 days a Regular hirer will still be responsible for payment of the hire fees and a Casual Hirer will result in loss of the bond.

### COUNCIL:

- Council reserves the right to transfer or cancel a confirmed booking where deemed necessary due to circumstances including but not limited to :
  - Urgent Maintenance, Programmed Works and structural repairs.
  - Health or safety concerns to patrons.
  - Extraordinary incidents or unforeseen circumstances.
  - Council will deem any transfer or cancellation refunds on a case-by-case basis.
- In this instance, Council Officers, in consultation with the hirer, will seek alternative venues where possible, or provide a full refund to the Hirer. Council will be under no obligation to the Hirer to supply a venue if none are available. Council does not take any responsibility or accept any liability for other costs or losses incurred by the hirer, whether related or not, from the cancellation of the booking.

## ACCESS TO VENUE

- The key system installed is an electronic key that is programmed for the date of hire & times requested on the application form. Keys are to be collected from the Council Administration building two days prior to the booking date (before 4.00pm) and returned to the same location no later than two days after the booking date.
- The Hirer will be issued keys to the facility after a key deposit is paid.
- If keys are lost or damaged, the Hirer will be responsible for the cost of replacement, which will be deducted from the bond paid by the Hirer.
- As this venue has a security system, the Hirer will be provided with instructions on the use of the system including the code to arm and disarm.

## USE OF THE ATHLETICS CENTRE EQUIPMENT

- The Hirer is responsible for returning all Athletics equipment that is checked out to the user group on time as outlined in the Booking Confirmation.
- The Hirer must ensure equipment is used for its intended purposes only, and that equipment is returned in the same condition as it was checked out.
- Any damage to equipment while on loan to Hirer must be reported to Council, with payment of repairs or replacement the responsibility of the Hirer.

## FOOTWEAR

- To maximise performance and prevent damage to the surface, athletes must not use sharp spikes that will penetrate the surface. The only spikes permitted for use on the track are of the Christmas Tree and Pyramid shape variety as pictured below:



- For all Training and competitions, the spikes must conform to the below rules:
  - Track spikes must not exceed 7mm.
  - Field spikes must not exceed 9mm except for javelin and high jump which must not exceed 12mm.
  - Hirers should appoint an official to examine the quality and length of spikes worn by competitors.
  - Announcements should be made to competitors with spikes to report to this official.
  - Rubber soled running shoes are acceptable.

## GROUND AND TRACK CARE

- When using the track for training purposes, hirers must ensure that lanes 1 and 2 (the innermost lanes) of the 400m track are not used.
- Sprinklers are not to be covered in sand. Problems with the sprinkler system should be reported to customer service on 4934 9700.
- Vehicles are not permitted onto the track or centre field other than emergency vehicles where required.

## COACHING

- Fees & Charges apply for a Coach Permit as an annual pass. All coaches on site during hire are required to complete an application form. No coaching permitted during the Recreation Use, Walking & Light Training.
- Office Desk hire is available to coaches as per the fees & charges.

## PROHIBITED USE OF VENUE

- The Hirer must use only one (1) electrical appliance in each power point (appliances are not to be piggy backed into each other e.g. by the use of a power board).
- Smoking is prohibited:
  - a. inside the Venue,
  - b. within 10 metres of any children's playground equipment,
  - c. within 4 metres of any pedestrian entrance to or exit from the Venue.
- Vehicles are not prohibited on the concourse concrete.
- Hirers shall not sub-let grounds to other groups unless approved by Council.
- Nails, screws or any other fastenings including adhesive tape must not be driven into or attached in any way to the walls, floors, timberwork, furniture, fittings, appliances or apparatus.
- The use of candles, pyrotechnics (fireworks) or barbeques/spit roasts is to be discussed with Council Officers to obtain consent.
- Prohibited items inside the facility include confetti, paints, illegal substances, hazardous substances & firearms.

- It is the Hirer's responsibility to ensure that no animals are brought into the Venue (except assistance animals or where Council has otherwise granted special consent).
- The Hirer must comply with the current NSW restrictions on certain Single-use plastics, as advised by the Department of Planning and Environment. <https://dpe.mysocialpinpoint.com.au/plastics-ban-nsw/banneditems>

## ALCOHOL AND FOOD CONDITIONS

### ALCOHOL:

- A licence from the Liquor & Gaming NSW is required for all Hirers who intend to sell alcohol. Alcohol must not be sold at the Venue without a liquor licence. Refer to [licence.nsw.gov.au](http://licence.nsw.gov.au) for further information regarding regulations and fees. A copy of the Hirer's liquor licence must be provided to Council prior to the hire. A Responsible Service of Alcohol (RSA) Certificate is required for any staff member serving alcohol and will need to be provided to Council.

### FOOD:

- Glass containers and bottles are not permitted in any area of the centre except the glassware use available in the multi-function room only. It is the responsibility of the user groups or hirer to ensure that this rule is enforced. User groups will be charged the cost of removal of glass from the sportsground.
- The Hirer must follow Food Safety Standards if food is to be prepared or supplied at the venue. Refer to [foodstandards.gov.au](http://foodstandards.gov.au) for details of the Food Standards Code's Food Safety Practices and General Requirements
- Any loss of perishables will be the sole responsibility of The Hirer. Council will not be responsible for the loss of any perishables for any reason.

## HOURS OF OPERATION

- The hire period must not begin before 7.00am and cease by 10.00pm on weekdays and Saturdays and not before 8am on Sundays and Public Holidays. The hirer, guests and contractors must vacate the premises by 10.30pm. Hirers wishing to extend their hire period past 10.00pm must make special application in writing to the general manager.
- The Hirer is responsible for ensuring that noise is kept at acceptable levels during the hire and when departing the sportsground. The hirer is responsible for complying with the noise requirements of the Protection of the Environment Operations Act 1997 (NSW).

## SAFETY

- The Hirer is responsible for the supervision and safety of attendees at the Venue at all times.
- The Hirer must ensure that the number of attendees at the Venue does not exceed the Venue capacity.
- The Hirer must seek the consent of Council for the following:
  - working at heights, including on ladders, elevated platforms, scaffolding or rigging,
- The hirer must store any chemical or flammable liquid as per the Safety Data Sheet which must be GHS compliant and accompany the chemical or liquid. Storage must also comply with the Dangerous Goods Legislation.
- The Hirer must familiarise themselves with the following Venue information:
  - a. safe access, egress points and first aid kit location,
  - b. emergency exits, evacuation plan and external assembly point,
  - c. location of fire extinguishers and fire protection equipment (hose reels, blankets etc.)
- The Hirer is to advise attendees at the Venue of the above information.

- The Hirer must use only one (1) electrical appliance in each power point (appliances are not to be piggy backed into each other e.g. by the use of a power board). Any electrical equipment bought in by the hirer will require prior approval by Council and will need to be tested and tagged by a licenced electrician.

## **FIRST AID**

- Supply of First Aid equipment is the responsibility of the hirer.
- The First Aid room is available for use and will be unlocked with keys provided at the time of hire.

## **GUESTS AND CONTRACTORS**

- The hirer is responsible for supervision and safety of any children and invitees at the function/event at all times.
- If the hirer engages any contractor, it is the hirer's responsibility to sight the contractor's current public liability insurance to cover works/catering/entertainment/amusement rides or security to be provided at the venue.
- It is the hirer's responsibility to coordinate contractor's access to the venue regarding food preparation and set up prior to the function.

## **SPORTING FACILITY REPAIRS/DAMAGE**

- The Hirer must inform Council as soon as possible if any damage is found to any Sporting Facility, equipment, buildings and environments.
- Report any incident to Council property through Customer Service on 4934 9700. Failure to do so will result in the costs to repair such damage being charged to the responsible Hirer.

## **GROUND INSPECTION**

- It is the responsibility of The Hirer to inspect the grounds to ensure that they are safe for participants to use prior to any activities taking place.
- If the Athletics facility is deemed to be in a hazardous or dangerous condition or is in any way unfit for use, The Hirer shall report the hazard or dangerous condition to Council immediately.

## **LINEMARKING**

- Council will complete all line marking at the facility. This is not to be completed by the clubs or hirers.

## **GOAL POSTS AND SPORTING EQUIPMENT**

- The installation, removal and maintenance of goal posts in the conduct of training and competition for all seasonal sports will be the responsibility of Council.

## **FLOODLIGHTS**

- User groups are responsible for checking that the floodlights at the facility meet the sports being played requirements.
- Regular hires are responsible for the payment of Energy Australia's Energy Bill for floodlight accounts. User groups sharing the use of floodlights will be billed the appropriate usage ratio.
- Athletics lights are to be turned off by 10.00pm except where development consent conditions state otherwise.

## LEAVING THE VENUE

- The Hirer agrees to leave the Venue in a clean and tidy condition, including:
  1. All rubbish is removed from all areas accessed during hire. The canteen, change rooms, first aid room, all toilets, multi-function room, and grandstand. Bins to be placed out for collection by Council's contract cleaner.
  2. The amenities, all change rooms and canteen to be left clean by Hirers. Brooms will be provided.
  3. All floors are to be swept. Do not hose the floors.
  4. All lights are turned off.
  5. All taps and showers are turned off.
  6. Empty the *Recovery Baths* and wipe clean before leaving.
  7. Windows, doors, and gates are closed and locked prior to vacating the facility.
  8. The Hirer will be responsible for any damage resulting from failure to care for the facility.
  9. The security system is to be armed upon departure.

## SPECIAL EVENTS

- Occasionally, Council may, under special circumstances, require the use of an Athletic Centre for a special event or purpose. Under these circumstances, Council has the right to the occupation of the ground for the duration of the event. Council will provide as much notice as possible under these circumstances and will assist the affected Hirer in finding a suitable alternative venue.
- Events that do not form part of the intended use of the ground will be required to submit a special event application to Council, e.g.: Walk for Life, Concerts etc.

## ADVERTISING AND SIGNAGE

- All signage including advertising and temporary signs need to be authorised by Council's Community and Recreation section in accordance with Council's SPONSORSHIP SIGNAGE WITHIN RECREATION FACILITIES POLICY.

## GROUND CLOSURE

- Council reserves the right to cancel an allocation of the Athletic centre if it is considered that the facility may be unduly damaged by use. In such cases Council will assist the affected Hirer in finding a suitable alternative venue.
- All Hirers must undertake a wet weather assessment and complete a wet weather ground assessment form whenever there is surface water or ground softness present on the sportsground or there has been a recent rainfall event. The completed document must be forwarded to [recreation@maitland.nsw.gov.au](mailto:recreation@maitland.nsw.gov.au) (with "Wet Weather Assessment" as the subject line) or delivered to Council's Administration Building at 285-287 High Street Maitland by 5pm the following Monday.
- If The Hirer fails to appropriately close a ground due to inclement weather, as per the Wet Weather Ground Closure procedure, for conditions and/or safety reasons and the ground is damaged then The Hirer will be charged the cost of rectifying the damage. Failure by The Hirer to pay for the rectification will result in cancellation of the booking and future bookings until the costs are recovered.

## INFRASTRUCTURE AND IMPROVEMENTS

- Any upgrades, replacement, or maintenance on Council property that The Hirers are seeking to undertake are required to obtain the permission of Council before work is carried out.
- Any work undertaken on Council property requires that appropriate OH&S work method statements and risk assessments are documented and implemented with all documents signed and dated by the person undertaking the work.

## INSURANCE AND CHILD PROTECTION

- All Hirer's should be incorporated and hold a current Public Liability Insurance policy for a minimum of \$20 million which indemnifies Council from and against all claims arising from The Hirer/organisation's legal liability as a result of its occupancy. A copy of your current Public Liability premium should be supplied to Council.
- Hirers are required to ensure that all players and officials are covered by insurance.
- The Hirer accepts full and complete responsibility for any loss of or damage to any personal property (including money, jewellery and credit cards), property on hire or loan or any contents stored in the facility. The Hirer must obtain their own insurance.
- Where the Hirer provides services to children, the Hirer will comply with NSW Child Protection legislation and will, on request, provide Council with a copy of relevant policies or procedures. For further information on the Child Protection Checklist please contact NSW Sport and Recreation on 13 13 02

## USE OF MUSIC

- If the Hirer intends to use music at the Council facility at any time during the booking and any of the below statements are applicable; the booking will NOT be covered by Council's music copyright licence and the Hirer will require an OneMusic licence. Visit [onemusic.com.au](http://onemusic.com.au) to obtain an event licence.
  - The booking has an entry fee of \$41 or more and music will be played at the event.
  - The booking features a musical performer with a fee of \$50,000 or more.
  - The booking has an entry fee of any amount AND features a musical performer with a fee of \$4000 or more.
  - The booking has an entry fee of any amount AND involves a film screening.
  - The booking is a dance party.
  - The booking Involves a dance class, a concert or a recital run by a dance school/dance instructor.
  - The booking Involves a dramatic production, opera or ballet.
  - The booking Involves a fitness/lifestyle class.
  - The booking is NOT a local community-based sporting event.

## INDEMNITY

- The Hirer agrees to indemnify Council from liability for any loss, damage or injury arising from the Hirer's occupancy of the Venue.

## SPECIAL PANDEMIC CONDITIONS

For bookings taken during a pandemic:

- The Hirer must ensure that its occupancy of the Venue complies with all applicable laws and restrictions (including Public Health Orders) and government advice regarding a pandemic.
- The Hirer must, on request by Council, provide evidence regarding the Hirer's compliance with government restrictions and advice. If such evidence is not provided, Council may decline or cancel the booking.
- If Council considers the Hirer is non-compliant with government restrictions or advice, Council may cancel the Hirer's booking and, if applicable, require the Hirer to immediately vacate the Venue.
- Council may cancel or transfer a confirmed booking where Council considers it necessary (in its absolute discretion) in light of government restrictions or advice. In these circumstances, Council will:
  - a) Use reasonable endeavours to offer the Hirer an alternative venue, but is under no obligation to supply a venue if none is available,

- b) Refund or transfer any Council fees associated with the booking (at the Hirer's election) but will not be liable for any other expenses or losses incurred by the Hirer due to the cancellation or transfer of the booking.

#### **BREACH OF CONDITIONS**

Any breach of these Conditions of Hire entitles Council to cancel the Hirer's booking and, if applicable, require the Hirer to immediately vacate the Venue.