



City of
STONNINGTON

Terms and Conditions
Casual Use of Council Reserves

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APPLICATION

These conditions of use ("Conditions"), a copy of which will be supplied to the user at the time the usage is agreed to, apply to all reserves owned and controlled by the City of Stonnington and which are used for social or recreation purposes.

COMMENCEMENT OF AUTHORISATION

Use of a reserve is not deemed to be authorised by Council until the applicant has:

- Completed the "Application for Casual Hire of Council Reserves, Parks, Gardens and Sportsgrounds" and signed and dated the "Agreement".
- Provided evidence of Public Liability Insurance, Certificate of Incorporation/proof of not for profit status and a detailed Risk Management Plan.
- Paid all charges and the security deposit.

COMMUNICATION

Good communication is essential to the smooth running of community recreation facilities. The Hirer is required to notify the Sport and Recreation Officer during business hours on 8290 1112, or Council's After Hours number on 8290 1333 of any general or emergency maintenance issues or damage.

Council's authorisation to use the reserve is conditional upon the user observing all reasonable requirements of Council (whether contained in these conditions or otherwise) including, but not limited to ensuring:

1) NOTIFICATION OF ANY CHANGES AND/OR CANCELLATIONS

The Hirer shall ensure that Council is notified immediately, in writing, of any changes and/or cancellations to usage and/or allocated times. The Hirer shall ensure that all changes and cancellations to the use of the Facility are directed to recreation@stonnington.vic.gov.au seven (7) days prior to the usage date. Changes and/or cancellations will not be deemed acknowledged or confirmed until the Sport and Recreation Officer has forwarded written notification to the Hirer. No refunds will be provided if changes or cancellation occurs within 7 days of the booking.

2) HIRE PAYMENTS

The hire charge is paid not less than 14 days before the date on which the reserve will be used. The booking will lapse if payment is not made within this time.

3) SECURITY DEPOSIT

A security deposit, as set out in the schedule, is paid not less than 14 days before the date on which the reserve will be used. The security deposit will be applied as;

- a) A guarantee of compliance with these conditions;
- b) A security against damage to or loss of Council property;

- c) A security against the cost of any additional cleaning required to be performed by the Council;
- d) The user will be liable on demand to pay any further amount in excess of the security deposit to meet the full cost of repairs to and replacement of Council property or to meet the cost of additional cleaning.
- e) Where it is not necessary to apply the security deposit the deposit will be refunded to the user.

4) CLEANING

The reserve and its surrounds are left in a clean and tidy state at all times.

5) DAMAGE TO PROPERTY

Any damage to the reserve being used is reported immediately. Users must supply details of how the damage was caused so that it can be determined who will be responsible for paying for the repair or replacement of Council property.

6) DISORDERLY BEHAVIOUR

No offensive behaviour of any sort takes place and that no nuisance whether from noise, vehicles, behaviour, or any other cause is occasioned to members of the public.

The Hirer shall be responsible for all participants/observers in their care.

7) ERECTION OF A TEMPORARY STRUCTURE OR FIXTURE

No temporary structure or fixture is erected without all appropriate licences or permits, in the event a licence or permit is provided no temporary structures are to be pegged, they must be adequately weighted only. Marquees are not permitted.

8) EVENTS PERMIT

An Events Permit is also obtained from Council, if required.

9) GAMES OF CHANCE

No games of chance are played, raffles conducted, tickets sold, or any other activity is conducted at the premises without all appropriate permits, licences or approvals having been obtained.

10) LAW

All laws, including local laws of Council are observed.

11) LIQUOR LICENSE

The Hirer must not consume liquor in a Council reserve, except for picnics or barbeques conducted during daylight hours.

Council may prohibit alcohol being brought into or distributed or consumed at a reserve if it believes this is reasonably necessary to maintain law and order or compliance with the applicable provisions of these Conditions of Use.

No liquor is to be sold without all appropriate licences or permits.

12) NOISE

Noise levels are to be kept in accordance with all laws, including local laws of Council. Amplification equipment shall not be used or operated without the consent of Council.

13) PARKING

No vehicles are parked in or have access to the reserve. Parking is only permitted in the areas specifically marked and designated as public parking.

14) SELLING OF GOODS

No merchandising, exchange, or bartering of any sort is conducted within any reserve.

15) SIGNAGE

No permanent signage is erected and that only removable "banner" and "A Frame" signage is displayed during allocated use.

16) SUBLETTING

The premises are not sub-let or any tenancy transferred or assigned without the written consent of the Council.

17) TREE PROTECTION

Structures erected in reserves must remain clear of the 4.5 metre radius protection zone established around each tree.

18) PURPOSE OF/ LIMITATIONS ON USE

The use authorised by these conditions does not create any tenancy or property rights and is not exclusive. Authorised use of the reserve is limited to conducting a function as indicated on the application approval.

Council does not warrant that the reserve is suitable for any or particular purpose and the user shall make its own judgement as to suitability prior to using the reserve.

19) WITHDRAWAL OF THE FACILITY

The City of Stonnington's General Manager, Community and Culture holds the authority to withdraw use of the reserve for the following reasons:

- (a) In the event of an emergency situation arising, including the temporary shut-down of services (i.e. water, electricity supply) for emergency maintenance;

- (b) The reserve is required to undertake major capital works and/or essential maintenance
- (c) Council becomes aware that the program and/or activity proposed to be held or provided by the Hirer is/are objectionable, dangerous, offensive, infringes any copyright or intellectual property rights, is prohibited by laws, or would be detrimental to the community;
- (d) The Hire Fees and/or Bond have not been paid; and
- (e) Breach of the conditions of use

20) PUBLIC LIABILITY INSURANCE

Organisations shall at all times during the period of this agreement be the holder of a current Public Liability Policy of Insurance (“The Public Liability Policy”) in respect of the activities specified herein in the name of the Organisation, providing coverage for a minimum sum of ten million dollars (\$10,000,000). The Public Liability Policy must be affected with an insurer approved by the Council.

The Public Liability Policy must cover such risks and be subject only to such conditions and exclusions as are approved by the Council and shall extend to cover the Council in respect to claims for personal injury or property damage arising out of the negligence of the Organisation.

21) INDEMNIFICATION OF COUNCIL

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, claims, charges, expenses, penalties, demands and damages whatsoever which may be brought or made or claimed against them, or any of them arising from the Hirers’ performance or purported performance or its obligations under this agreement and may be directly related to the negligent acts, errors or omission of the Hirer. The Hirers’ liability to indemnify the Council shall be reduced proportionally to the extent that any act or omission of the Council, its servants or agents, contributed to the loss in liability.

22) TERMINATION OF USE

Upon cessation or termination of authorisation under the terms of these conditions, the Organisation shall remove all property of the Organisation, return all keys, settle all outstanding claims by Council for fees or reimbursements for damage or otherwise and cease to use the facility.