

As of 1 January 2023

Conditions of Hire

Horsham Rural City Council (HRCC) provides a range of facilities to support participation in social and sporting activities.

Horsham Rural City Council (HRCC) is committed to providing the equitable allocation of community facilities to sporting and community groups. The following principles guide decision-making:

Fairness – ensuring consistency and transparency in the allocation of community managed facilities

Responsibility – ensuring clubs and community groups are aware of their responsibilities in the use of the facility and shared nature of the community asset.

ACTION

Please carefully read the following Conditions of Hire before signing at the end of the document. By signing you are accepting responsibility for the implementation of the Conditions.

1 In these Conditions of Hire

- 1.1 The Hirer accepts responsibility for the management and control of the facility during the stated period of hire.
- 1.2 The Hirer undertakes to comply with all reasonable directions from HRCC and follow all local health directives from the Victorian State Government.
- 1.3 Approval to use a community or sporting facility and/or ground is subject to HRCC receiving a completed Application to Hire on the required form with all required attachments.
- 1.4 The Application for Hire becomes the Hire Agreement when all required information has been received and the booking is confirmed.

2 Hirer

- 2.1 The person or persons who sign the application form shall be considered the Hirer. Their liability under this Agreement shall be joint and several.
- 2.2 The Hirer may be an individual, organisation, company, club, association, league, federation, society, team or other body wanting to use a facility for a single event, a series of events, seasonal or full year usage.
- 2.3 The Hirer is responsible for leaving the facility, (rooms and grounds) including all entrance and exit routes in a clean and tidy condition after each use. If not, a cleaning fee will be incurred and invoiced to the Hirer.
- 2.4 The Hirer will be liable for any damages to any part of the facility (internal and external structures, infrastructure or equipment). If damages occur, the works will be undertaken by HRCC and costs invoiced to the Hirer.

- 2.5 The Hirer must report any damage, faults, graffiti, vandalism or potential/identified risks to HRCC immediately. No improvements, alterations, modifications, installations or additions can be made to the venue without prior approval from HRCC.

3 Cancellation

- 3.1 Cancellation of bookings must be in writing and received within 48 hours' notice of the date of the event.
- 3.2 Cancellations with less than 48 hours' notice will incur a loss of hire fee.

4 Privacy

- 4.1 HRCC respects the privacy of all customer and business contacts and is committed to compliance with the Australian Privacy principles in the Privacy Act 1988, and the Information Privacy Principles in the Information Privacy Act 2000.
- 4.2 HRCC may collect personal information to administer the booking request.
- 4.3 HRCC will not disclose personal information to any other person unless required to do so by law, or where consent has been provided.

5 The Facility

- 5.1 Facility may include: the oval(s), tennis and netball court(s), associated sporting infrastructure – cricket nets, long jump areas and other playing and recreation areas, external lighting, shelters, pavilion or clubrooms. The pavilion or clubrooms may or may not include hire and usage of the kitchen.
- 5.2 It is the Hirer's responsibility when making the hire application to specify what part or parts of the facility are required.
- 5.3 Areas of the facility not identified by the Hirer may be hired by other individuals and/or groups. Concurrent bookings of the facility may occur.

6 Charges

- 6.1 If the application for hire is accepted, the charges will be detailed as per the Schedule of Fees.
- 6.2 HRCC reserves the right to vary the Schedule of Fees.
- 6.3 Bookings of a facility, rather than areas within a facility will incur a full facility fee.
- 6.4 Unless HRCC has approved alternative arrangements, all charges in relation to single-hire events must be paid in full before the event.
- 6.5 Please refer to invoicing details for the payment of fees for seasonal or extended hire.

7 Timing

- 7.1 All evening functions must finish at 12am unless by prior negotiation. (Use of amplified equipment must comply with Section 17). (Those involved in the clean-up are permitted to remain for cleaning purposes only)
- 7.2 An event must not exceed noise restrictions outside of the permitted times. (Refer to Section 17)
- 7.3 Access to the premises is not permitted before 07:00 am on any given day.
- 7.4 Premises must be vacated by 01:00 am on any given day.

8 Access and Usage

- 8.1 HRCC reserves the right to make available any facility or any part of the facility to another Hirer during a common hire period, provided the two or more activities can jointly utilise the facility.
- 8.2 HRCC reserves the right to revoke the application or approval to use the playing fields or surfaces – due to the condition of the ground.
- 8.3 If there has been damage to facility or if maintenance has been scheduled, HRCC has the right to close or restrict the use of the facility. HRCC reserves the right to cancel a booking at any time if extreme weather, bush fire or other conditions exist which are deemed to pose a public risk. This includes all 'Code Red' fire danger days.
- 8.4 Unless in exceptional circumstances, HRCC will provide a minimum of one week's notice if the booking is being cancelled.
- 8.5 HRCC reserves the right to revoke an approved application / booking if non-compliance with any condition contained in the Conditions of Hire is identified.
- 8.6 HRCC reserves the right to enter the facility at any time during the hire period and if required, access any part of the facility, (including cupboards, fridges and store rooms, whether locked or otherwise) for inspection and maintenance purposes.
- 8.7 HRCC reserves the right to conduct periodic inspections of the venue throughout the year. These inspections are to ensure that the venue is clean and safe. Hirers must comply with all reasonable actions they may be required to take following these inspections.

9 Indemnity, insurance and public liability

- 9.1 HRCC will not be responsible for any loss of or damage to any property as a result of the hire. This includes breakdown of machinery, failure of supply of electricity, leakage of water, fire, governmental restriction or any other action beyond the reasonable control of HRCC which may cause the premises to be temporarily closed or the hiring to be cancelled.

The Hirer agrees to indemnify HRCC, its servants and agents from and against all actions, costs, claims, charges, expenses, penalties, demands and damages that may be brought or made or claimed against them arising from the Hirers performance.

- 9.2 The Hirer shall indemnify HRCC for any loss or injuries sustained by any person suffered during the period of the hire agreement by executing such form of indemnity as the HRCC may require.
- 9.3 The Hirer shall at all times during the period of hire, insure and keep insured, against public risk for an amount of not less than \$20 million.
- 9.4 A copy of the club or group's Public Liability insurance must be submitted with the application to hire. This will be done by submitting the Certificate of Currency and must include the name of the insurer and policy number.
- 9.5 Birthdays, weddings, community meetings and re-unions (schools, family and community groups) are exempted from the requirement to provide Public Liability details.
- 9.6 HRCC will not be responsible for equipment owned by the Hirer used during the hire period.
- 9.7 The Hirer is responsible for obtaining the appropriate Insurance to cover all equipment owned by the Hirers.

10 Respectful behaviours

- 10.1 Racist, sexist and other offensive language and/or behaviour is not tolerated at any HRCC facility or surrounding grounds. If reported, HRCC reserves the right to ask the offending person/persons to leave the site and/or shut down the event, regardless of the event or the offending person/person's role in the event.

11 Child Safety

- 11.1 Horsham Rural City Council is committed to providing and promoting child safe environments. HRCC has zero tolerance of behaviours that threaten the emotional, physical, cultural and social wellbeing of children.
- 11.2 HRCC is a child safe organisation. Legislation requires that any person acting in a paid or unpaid position and having direct, unsupervised contact with children must comply with Child Safe guidelines.
- 11.3 Incorporated clubs, charities and not for profit (Inc) associations must be compliant with Victorian Child Safe Standards and if requested, provide evidence of compliance.
- 11.4 Groups providing cultural, sport or recreation services, gym or play facilities involving children must be compliant with Victorian Child Safe Standards and if requested, provide evidence of compliance.
- 11.5 All groups, including individuals intending to use HRCC facilities must comply with the Child Safe Code of Conduct attached to this Application to Hire.

12 Alcohol

- 12.1 Hirers intending to allow the consumption or supply of any alcoholic beverage whatsoever must obtain the appropriate licence from the Victorian Liquor Commission.

- 12.2 Hirers intending to hold events permitting Bring Your Own (BYO) alcohol must provide the appropriate liquor licence.
- 12.3 The provision of, or allowing in any form whatsoever the consumption of alcohol by an underage person is strictly prohibited by law and is a breach of the Condition of Hire of the facility.
- 12.4 A copy of the relevant liquor licence must be provided to HRCC no less than one week before the commencement of the event or hire period.
- 12.5 HRCC reserves the right to terminate the Hire Agreement if an appropriate licence is not produced within the time stipulated.

13 Food Safety

- 13.1 Hirers must comply with the Food Act 1984.
- 13.2 If food is planned to be sold, a food permit or registration from HRCC may be required. Contact the Coordinator of Environmental Health to discuss food handling activities and for further information.

14 Smoking

- 14.1 Smoking is not permitted within the facility.
- 14.2 The Tobacco Act 1987 (Vic) prohibits smoking in the following situations:
 - Within 10 metres of outdoor sporting venues – ovals, courts, marshalling area shelters and spectator viewing areas, during under-age sporting events
 - Within 10 metres of children’s outdoor recreation areas
 - At certain food fairs and organised events
 - Within four metres of the entrance to the building. If a veranda is located at the entrance to the building, smoking is prohibited under the veranda and four metres from the entrance, whichever is the greater distance.

15 Facility management

- 15.1 At the conclusion of the hire period, the Hirer will ensure the premises are clean, all equipment has been removed whether inside or outside the pavilion or clubrooms, and that the building is secured. End-of-event activities include:
 - Lights, heating and cooling turned off
 - Refrigerators cleaned and emptied of all Hirer’s food and drink
 - Security systems, if provided, re-activated.
- 15.2 Cleaning of the facility must occur during the approved hire period. Hirers should not assume the facility can be cleaned in the morning after an event.
- 15.3 If the Hirer is retaining equipment within the facility then all equipment must be appropriately stored and secured and not present a risk to other facility users.

15.4 If the facility is left in a condition that is deemed unsanitary or dirty, emergency cleaning will occur and the hirer will be charged the cost of cleaning.

16 Keys

16.1 The Hirer or nominated person will have the right to occupy the Premises and will be provided with a key for access.

16.2 Keys will be available for collection from the Council Civic Centre, 18 Roberts Ave, Horsham during business hours 8.30am – 5.00pm and are required to be returned within 24 hours or one working day following the hire period.

16.3 Keys must not be shared and remain the responsibility of the person(s) issued with the key.

16.4 Loss of keys or failure to return keys after the hire period may incur charges for rekeying of the buildings at the facility.

16.5 If the hirer locks themselves out of the facility due to inattentiveness and an HRCC staff member is required on site to regain access, a call-out fee of \$125.00 will apply.

17 Noise

The Environmental Protection (Residential Noise) Regulations 2021 govern noise in public places.

17.1 A musical instrument and any electrical amplified sound reproducing equipment including a stereo, radio, television and public address system cannot be used within the following periods:

Monday to Thursday	Before 7 am and after 10 pm
Friday	7 am and after 11 pm
Saturday and public holidays	Before 9 am and after 11 pm
Sunday	Before 9 am and after 10 pm

17.2 Irrespective of the Regulations, if the noise level of an event is deemed to be unreasonable, the event organiser will be asked to reduce the volume.

18 Gambling

18.1 Gambling, raffles and bingo; Hirers must comply with all requirements of the Victorian Gambling and Casino Control Commission and the requirements of any licences or permissions given. This includes: collection of donations, games of chance or of mixed chance and skill, betting or wagering.

19 Parking

- 19.1 Parking is not permitted on footpaths or nature strips and must not obstruct emergency vehicle access points to HRCC facilities. For activities likely to attract a larger than usual crowd, the Hirer is required to submit an event management plan to HRCC for prior approval.

20 Permits

- 20.1 Hirers must adhere to the requirements of the HRCC Community Local Law 2021.
- 20.2 It is the responsibility of the Hirer to ensure any required permits are obtained prior to planned events.
- 20.3 Permits (if required) must be produced on demand to a HRCC agent or officer.

21 Prohibited activities

- 21.2 No bolts, nails, screws, pegs, thumb tacks (anything that pierces a surface) shall be driven into any part of the facility (building or grounds) unless by prior negotiation.
- 21.3 No animals are permitted at/on/in the facility unless by prior negotiation and with approved insurance cover.
- 21.4 The facility (building or grounds) must not be used for overnight accommodation.
- 21.5 Use of the facility cannot be varied from the purpose(s) stated in the Application for Hire.
- 21.6 The Hirer must not sub-let the facility or any part of the facility.
- 21.7 The Hirer must not sell or remove any equipment from the facility.
- 21.8 Failure to comply with any of the stated Conditions will result in the Hire Agreement being terminated and expenses being pursued.

22 Other conditions

- 22.1 Hirers may request special conditions regarding the hire of the facility. Supporting documentation should be attached to the Application for Hire.
- 22.2 HRCC reserves the right to vary (accept or reject) any or all of the special conditions requested by the Hirer.
- 22.3 If special requests or requirements are granted, additional costs may be incurred. Costs will be identified before the application has been confirmed.
- 22.4 Hirers wanting to add infrastructure to the site must, before plans or funding submissions are developed, obtain written Land Owner consent for proposed developments.
- 22.5 HRCC is not bound to provide Land Owner consent.

- 22.6 The addition of any infrastructure (internal or external attachments or free standing buildings) without prior written approval from HRCC is not permitted and will result in the infrastructure being removed.
- 22.7 The Hirer will be liable for costs incurred in the removal of infrastructure and repairs associated with the rehabilitation of the site.
- 22.8 Displaying of any non-temporary signage requires Land Owner Consent from HRCC.

23 Review and Right to vary Conditions

- 23.1 HRCC reserves the right to vary the Conditions of Hire.
- 23.2 The Conditions of Hire will be reviewed annually (end of calendar year) and as required (ie: when State or Local Laws or policies change).
- 23.3 Revised Conditions of Hire become the required Conditions.
- 23.4 If significant changes are made to the Conditions of Hire (impacting on changed requirements) existing Hirers will be notified of the change(s) and asked to commit to the new requirements.

END

Version No	Date	Summary of Changes
1.0	10/06/2018	Not Applicable – Original version
2.0	17/01/2021	Addition of compliance detail (ChildSafe, Liquor, Noise)
2.1	03/05/2021	Addition of times of usage
2.2	06/04/2022	Addition of points 18.09 & 18.11
2.3	24/05/2022	Revision to ensure compliance with Community Law 2021
2.4	30/06/2022	Revision to reflect revised Victorian Child Safe Standards
2.5	20/01/2023	Annual Revision
2.6	09/02/2023	Addition of emergency call outs