

RECREATION CASUAL BOOKING FORM – Conditions of Use

1. **'Hirer'** for the purposes of this reservation shall mean club, college, institute, association, school, society, team, or any other organisation or individual to which the use of the recreation reserve, stadium or open space (including gardens, parks and playgrounds) – herein referred to as the **'Facility'** or **'Facilities'** – specified in the application is/are granted by the application.
2. In making its booking request to hire the Facility, the Hirer agrees it has read, understood and agrees to comply with the Conditions of Use outlined in this document.
3. The Hirer's booking request is subject to confirmation and will be confirmed in writing.
4. The granting of this application **does not imply exclusive use** of any Facility by the Hirer named herein.
5. The hirer acknowledges this is a casual agreement for one off or occasional but irregular use (up to 10 uses). For regular hires where use of the facility is either on an on-going basis (weekly/monthly) or for a predetermined period of time (more than 10 uses), a user agreement may be implemented by Council staff.
6. The Hirer shall be responsible for **reinstating the Facility to the condition in which it was found**. This includes:
 - (a) Ensuring that the Facility and surrounds used have been kept in good order and in a clean and tidy state, including sweeping the floor and cleaning areas where food has been consumed;
 - (b) Repairing damage done to the Facility during the period of occupation, fair wear and tear excepted;
 - (c) Locking of windows and doors and rearming any security systems where instructed;
 - (d) Switching off all lights, heaters and air conditioners;
 - (e) Removing all equipment, rubbish, decorations etc. related to the Hirer's booking from the Facility at the completion of the hire period. All cleaning equipment/items are to be supplied by the Hirer, including rubbish bins, bin liners, toilet paper, washing liquid etc. Additional rubbish bins can be provided for an additional charge.
7. Council shall undertake regular inspections of recreation reserves and open spaces to ensure compliance with these conditions. Where any works are required to reinstate the Facility to comply with the above conditions specifically as a result of the use, the Hirer will be charged at actual cost.
8. The Hirer is responsible for undertaking inspections of the Facility to ensure it meets appropriate standards for safe use.
9. The Hirer is responsible for ensuring that other organisations it engages as part of its hire (e.g. caterers) are made aware of any conditions of use that may apply to them.
10. **Council shall determine the fees payable** for the use of Facilities under the control of Campaspe Shire Council, which will be regularly reviewed. Such rental shall be payable on allocation of the Facility for the use by the Hirer, but Council may grant an extension of time for payment, not exceeding three (3) months or half the period of hire, upon receipt at least one month before the expiration of the time for payment, of an application in writing for such extension.
11. The fees payable are based on Council's Fees and Charges schedule which are subject to change at the start of a new financial year. Any cancellation must be made at least two (2) full business days prior to the booking to avoid incurring a fee. A cancellation fee will be charged as per the following:
 - (a) Bookings cancelled 1 to 2 business days prior to booking will be charged 50% of the booking fee
 - (b) Bookings cancelled within 1 business day of the booking will be charged 100% of the booking fee
12. This reservation shall be revocable at any time without notice in the event of any **contravention of the by-laws** or regulations for the care, protection and management of the Facility named in it or of these conditions, by the Hirer, or by any member involved in the Hirer's booking as an organisation or an individual.
13. Booking requests of Facilities will not be considered where any **Facility rental** remains unpaid from a previous hiring or the conditions of occupancy have not been adhered to by the Hirer.
14. Council shall have the **right to cancel** any use if in its opinion weather conditions are not suitable for use and/or undue damage to the Facility could result. Failure to abide to this requirement may lead to a fine or eviction from the Facility, or both.
15. The **location of underground services** and special permission from Council must be sought **before driving any pegs or posts** into the ground. Repair costs for any damage to underground services shall be paid by the Hirer.
16. **Vehicles are NOT permitted** to be taken onto any turf areas or playing fields unless special permission is **first** obtained from Council.

17. The Hirer must ensure that Council have current contact details at all times. Should the Hirer wish to alter the dates and/or times of usage from those on the original application, it must contact Council immediately to determine if this is appropriate.
18. Council's Parks & Gardens Team have a scheduled program for maintaining recreation reserves and open spaces. Any request for additional works to be undertaken outside this schedule will be at the Hirer's cost.
19. It is the Hirer's responsibility to ensure that Jumping Castles are operated in accordance with Australian Safety Standards AS3533.4.1.
20. Unless other arrangements have been made with Council staff, the hire period will be deemed to continue until the key/s if applicable are returned. Any additional usage of the Facility not stated on this form will be charged to the Hirer.
21. When returning its key/s the Hirer must report any cleaning and/or maintenance issues.
22. In the event of any dispute arising as to the interpretation of these conditions of use or of any matter or thing contained herein, the decision of the Recreation & Open Spaces Coordinator shall be final and conclusive.
23. If police attend the event/function as a result of a disturbance or complaint, a loss of bond will occur.
24. If the Hirer finds that the Facility has been damaged (flooding, electrical, storm damage etc.) or an emergency arises, please use the after-hours emergency contact number (1300 666 535) to inform council staff.
25. The Hirer must be a legal entity.
26. No Hirer shall sub-let or permit any other organisation, person or persons or holder/s to occupy or use the Facility without written consent of Council.
27. The Hirer is required to comply with all relevant Council by-laws and policies and State government laws, in particular those relating to safe food handling and liquor licensing. If the Hirer sells any food at the Facility, either as a separate charge or as part of an entry fee, it will require a Temporary Food Permit from Council, and will need to comply with food safety requirements.
 - (a) If the Hirer is provided access to kitchen facilities to prepare food, volunteer will require a Temporary Food Premises Permit from Council.
 - (b) If a commercial provider is serving food from kitchen facilities it is required to register with Council as a caterer.
 - (c) If the Hirer prepares food away from the premises then storing/serving food from this kitchen, a record of who brings what food must be kept and submitted to Council when the key is returned.
 - (d) If the Hirer requests that alcohol be consumed at a recreation reserve, Council may determine that a user group of the recreation reserve is responsible for running the bar for the duration of the booking.
28. It is the responsibility of the Hirer to ensure any electrical equipment and cabling provided as part of a performance event must be installed in accordance with Australian Standard AS/NZS 3760 (in-Service Safety Inspection and Testing of Electrical Equipment), to ensure both the safety of the public and the security from interference with the equipment by the public.
29. There is to be no confetti and the like to be thrown in any of the areas within the Facility.
30. The ignition of fireworks, use of naked flames or pyrotechnical devices are only permitted subject to compliance with Civil Aviation Safety Regulations 1998, Country Fire Authority regulations, Australian Safety Standards and Campaspe Shire Council.
31. Unless otherwise notified, the discharge of pistols or other shooting devices, or the use of any other flammable material or explosive equipment, are not permitted.
32. Access to particular areas at a Facility may be subject to council consultation with the reserve's user groups. Additional fees and charges may apply.
 - (a) For Hirers of Echuca South Netball Complex, the use of goal post pads, tables, chairs and trestle tables are to be arranged with Echuca & District Netball Association. Access to the convener's room where the PA system and timer are located is only allowed with prior consultation and approval from the Echuca & District Netball Association.
 - (b) For Hirers of Victoria Park Recreation Reserve, use of the Haw Pavilion is to be arranged with Echuca Football Netball Club.

These Conditions of Use have been set to assist the preservation and community enjoyment of the recreation reserves and open spaces within Campaspe Shire Council; if you have any queries at all in relation to these Conditions of Occupancy, please call the Recreation Team on Ph: 1300 666 535.