

### 1. SCOPE

These Terms of Use apply to the use of any of Council's parks and reserves (Park) and include the use of facilities available at an individual park and are referred to in these Terms of Use as the 'hired space'.

### 2. HIRER

- 2.1 In these Terms of Use, the 'Hirer' means the person who or organisation which has applied to use the hired space. Where the Hirer is an organisation, the person who made the booking is jointly liable together with the organisation to ensure compliance with these Terms of Use, including with respect to payment of fees and costs.
- 2.2 Council will only accept a booking where the applicant is aged 18 or over and proof of age may be requested.
- 2.3 Where a booking is made on behalf of an organisation, the person who makes the booking must certify that he/she has the necessary authority to make the booking and include his/her personal contact details as well as those of the organisation on the on-line application form.

### 3. APPLICATION AND BOOKING

- 3.1 All applications to hire Council's facilities must be made online at least two business days before the proposed booking date.
- 3.2 The applicant must pay the hire fee and security bond within 48 hours of Council approving and confirming the booking through its online booking system.
- 3.3 If the booking is made within four business days of the booking date, applicants must email proof of payment of the hire fee and security bond to [recservices@gleneira.vic.gov.au](mailto:recservices@gleneira.vic.gov.au) at least one business day before the proposed booking date. The email should be marked for the attention of the Open Space Bookings Officer.
- 3.4 If an applicant fails to make the payments referred to in clause 3.2, the booking will be deemed to be cancelled and the applicant must reapply online.
- 3.5 Council reserves the right to refuse any booking application for any reason whatsoever.
- 3.6 The booking will only be considered final and confirmed once Council has received the hire fee and all applicable security deposits payable in full.

### 4. SECURITY BOND

- 4.1 A security bond of between \$500 and \$5,000, may be payable by the Hirer at the time of booking the hired space (depending on the nature of the event to be held). This is to be held as security against any damage caused to the hired space during the hire and/or any other breach of these Terms of Use.
  - 4.1.1 An additional \$100 security bond is automatically applied to Hirers at Packer Park who require lawn bowls equipment.
- 4.2 Subject to clause 4.3, a refund of the security deposit will be made within twenty business days of the end of the period of hire or following the cancellation of a booking.
- 4.3 Deductions may be made by Council from the security deposit for any reasonable cause including, but not limited to:
  - 4.3.1 damage or loss caused to the hired space or any hired space fitting, fixture, equipment or furniture or surrounding Council property;
  - 4.3.2 cleaning costs, including costs of a professional cleaner where the hired space or any part of it has been left in an unclean condition;
  - 4.3.3 the removal, disposal or storage of any property left at the hired space; and
  - 4.3.4 costs and expenses incurred as a result of a breach of any of these Terms of Use.

- 4.4 Where the amount of the security deposit is not sufficient to cover the amount payable pursuant to these Terms of Use, the Hirer will be liable to pay the difference within thirty calendar days' of receipt of an invoice from Council.

## 5. CANCELLATION

- 5.1 Notification of changes to a booking, including cancellation of a booking, must be made in writing by post or email to Council's Open Space Bookings officer at Glen Eira City Council, PO Box 42, Caulfield South, VIC 3162 or [recservices@gleneira.vic.gov.au](mailto:recservices@gleneira.vic.gov.au)
- 5.2 Where notice of cancellation is given by the Hirer less than seven business days before the hire start date, no refund of the hire fees will be made.
- 5.3 Where notice of cancellation is given by the Hirer seven business days or more before the hire start date, a full refund of the hire fee will be made subject to a deduction of an administration fee equal to twenty per cent of the hire fee.
- 5.4 Notwithstanding any other provision of these Terms of Use and regardless of whether a booking confirmation has been issued, Council expressly reserves the right to cancel any booking at any time in circumstances where the hired space or surrounds are required for Council use, in the event of a security or emergency situation or where Council reasonably considers that the proposed use by the Hirer will be detrimental to Council or a third party, in which case a full refund of all monies paid will be made.
- 5.5 Council reserves the right to cancel any booking in circumstances where the Hirer has submitted false, inaccurate, insufficient or misleading information in its application or otherwise. In such circumstances, a full refund of the hire fee will be made subject to a deduction of an administration fee equal to twenty per cent of the hire fee.
- 5.6 In the event of extreme weather conditions on the day of hire resulting in non-use of the hired space by the Hirer, Council is not required to refund the hire fee. However, Council at its discretion may offer to hold the hire fee in credit for twelve months from the original scheduled booking date. If the Hirer does not use the facility due to extreme weather conditions, the Hirer must notify Council in writing by post or email to Council's Open Space Bookings Officer at Glen Eira City Council, PO Box 42, Caulfield South, VIC 3162 or [recservices@gleneira.vic.gov.au](mailto:recservices@gleneira.vic.gov.au) within five business days following the date of the scheduled booking. If the Hirer does not make a new booking within twelve months of the original date of hire, the booking fee will be forfeited. The security deposit will be refunded in accordance with clause 4.2. The rights of the Hirer under this clause are not transferrable to a third party.

## 6. INSURANCE

- 6.1 If the Hirer is a company, association, organisation, club or group, the Hirer must, during the period of hire, hold a current public liability insurance policy with an insurer acceptable to Council with minimum coverage per event of \$20,000,000.
- 6.2 If the services of other third parties are to be utilised during the hire, the Hirer must provide Council with evidence of the third parties public liability insurance policy with a minimum coverage of \$20,000,000.
- 6.3 Council's consent to the Hirer to use the hired space is conditional upon proof of required insurances in the form of copies of certificates of currency being submitted to Council at least two business days prior to the date of the hire.
- 6.4 If the Hirer is an individual, Council may at its discretion and at the request of the Hirer, arrange for the Hirer to be covered under a Council-purchased public liability insurance policy, subject to the policy's terms, conditions and exclusions. The Hirer will be advised upon confirmation of the booking whether or not a request for such insurance has been successful.
- 6.5 Where Council does arrange for the Hirer to be covered under a Council-purchased policy as referred to in Clause 6.4 and an event occurs which may give rise to a claim, the Hirer must in the first instance advise Council's Open Space Bookings Officer of the potential claim.
- 6.6 For the purposes of any claim made pursuant to clause 6.5, the Hirer acknowledges and agrees that Council's

responsibility will only extend to facilitating the lodgment of a claim and that Council will not be obliged to participate in any dispute the Hirer may have with the insurer of the policy referred to in clause 6.4. Council will not under any circumstances either reimburse the Hirer for the payment of any deductible nor pay the Hirer a sum equivalent to the amount denied or reduced under the Hirer's claim.

- 6.7 The Hirer acknowledges and agrees that Council will not be responsible for any loss or damage, however caused, to any property whatsoever belonging either to the Hirer or any person attending the hired space. Insurance for non- Council property brought onto the hired space is entirely the responsibility of the Hirer.

## 7. FOOD AND ALCOHOL

- 7.1 If the Hirer, its contractors or agents will be selling food for an event during the period of hire, a Temporary Food Stall Application Form (available from Council's Public Health Unit) must be completed and a Temporary Food Stall Permit obtained from Council at least ten days before the date of the hire.
- 7.2 The Hirer must not consume or supply liquor unless it has:
- (a) obtained any liquor licence or BYO permit required under the *Liquor Control Reform Act 1998 (Vic)* from the Victorian Commission for Gambling and Liquor Regulation; and
  - (b) obtained authorisation from Council under Council's Community Local Law 2019; and
  - (c) provided a copy of any licence, permit or consent required under this clause to Council before the commencement of the hire.
- 7.3. The Hirer is responsible for making its own enquiries to ensure compliance with subclauses 7.2(a) and 7.2(b) and provide evidence to the Open Space Bookings Officer.

## 8. EQUIPMENT AND STRUCTURES INCLUDING MARQUEES, STAGES AND JUMPING CASTLES

The Hirer:

- 8.1 agrees and acknowledges that the erection or installation of marquees, stages, jumping castles or other structures/equipment will require a site inspection by a Council officer prior to and following the period of hire and an inspection fee is payable;
- 8.2 agrees and acknowledges that the use of tent pegs, stakes or other similar items that penetrate the ground is not permitted at the hired space.
- 8.3 agrees and acknowledges that the hired space may only be used between the hours specified by Council in the booking confirmation which should reflect required set up and pack down times.

## 9. NOISE RESTRICTIONS AND INAPPROPRIATE BEHAVIOUR

- 9.1 Noise levels must be kept in accordance with all legislative provisions, including Council's Community Local Law 2019, and at a volume that does not cause inconvenience and/or annoyance to any person on any premises within the surrounding area.
- 9.2 Public address systems must not be used or operated prior to 9am or after 6pm on any day.
- 9.3 Inappropriate behaviour on Council Land is an offence under the Community Local Law 2019 and may lead to Council or its Authorised Officers requiring offenders to leave the hired space or any Council land.

## 10. GENERAL TERMS OF USE

The hirer:

- 10.1 must not use candles or naked flames of any sort in the hired space or Park;
- 10.2 must not use gas cylinders or roasting spits in the hired space or Park;
- 10.3 is responsible for the costs associated with the Metropolitan Fire Brigade attending the hired space as a result of any breach of these Terms of Use;
- 10.4 must not use in internal and external areas of the hired space or surrounds, any streamers, confetti, rice or

any other articles advised by a Council Officer to be unacceptable;

10.5 must not undertake any activity in the hired space or Park which is dangerous, noxious, offensive, illegal, excessively noisy or objectionable;

10.6 must not cause inconvenience to nearby residents or persons in adjoining areas of the Park or property and must leave the hired space in a quiet and orderly manner so as not to disturb others;

10.7 acknowledges that smoking is strictly prohibited in the hired space;

10.8 is responsible for the conduct and behaviour, including compliance with these Terms of Use, of all its members, staff, employees, agents, contractors, licensees and invitees;

10.9 must not attach posters or advertising material of any description to any surface in the Park or hired space;

10.10 must not pierce the ground, walls or other part of the hired space or any fitting or fixture by the use of nails, tacks, screws, spikes or otherwise;

10.11 is responsible for, and must make good, any loss or damage occasioned to the hired space including Park furniture, fixtures, fittings or other property during the period of the hire;

10.12 is solely responsible for the provision and arranging of first aid or medical services in connection with the hired space;

10.13 must observe all statutory rules and regulations applicable to the hire, including without limitation, Council's Local Law 2019 (for further information visit [www.gleneira.vic.gov.au](http://www.gleneira.vic.gov.au));

10.14 must advise Council of any property loss or damage, or incident involving death or personal injury, as soon as practicable after any such occurrence.

## 11. COMPLETION OF USE

On the completion of each occasion of use, the Hirer:

11.1 must ensure that the hired space is left in a clean and tidy condition;

11.2 must immediately remove from the hired space any property (including without limitation equipment, decorations or personal effects) whatsoever brought onto the hired space during or for the purposes of the hire by any person and make good any damage to the hired space caused by the removal;

11.3 must ensure that all rubbish is placed in the bins provided or removed from the hired space;

11.4 must promptly report any damage or spillages to Council's Open Space Bookings Officer;

11.5 must vacate the hired space by the time agreed to with Council's Open Space Bookings Officer and as detailed in the confirmation letter, and must allow for packing up time; and

11.6 acknowledges that any property not removed from the hired space immediately upon the conclusion of the hire will be treated as abandoned and may be disposed of as Council considers fit.

## 12. EMERGENCIES

If a Council related emergency occurs at the hired space it is the responsibility of the Hirer to inform Council immediately on 9524 3333 (Press 1 for Local Law.)

If an emergency call out is instigated by the Hirer which is not deemed to be an emergency by Council acting in its discretion, a callout fee will be deducted from the Hirer's security deposit.

## 13. BREACH

Any breach of these Terms of Use including failure to pay any amount due within the stipulated time may, at the option of Council, result in the consent to the use of the hired space being withdrawn, the security bond being withheld or further bookings by the Hirer not being accepted.

### 14. LIABILITY AND INDEMNITY

- 14.1 To the extent permitted by law, no warranty or assurance is given that the hired space is fit for any purpose or use required by the Hirer unless advised to and agreed by Council in writing prior to the hire.
- 14.2 To the extent permitted by law, Council is not liable to the Hirer or any third party for any loss, damage, claim or expense (loss) whatsoever suffered, including but not limited to property loss or damage, personal injury and death, as a result of or in connection with the hire or use of the hired space, except to the extent that such loss is caused or contributed to by the negligent act or omission of Council, its employees or agents.
- 14.3 Council will not be responsible for any indirect or consequential loss that the Hirer may suffer, including without limitation, lost profits, lost revenue or lost opportunities, loss of goodwill or loss of reputation.
- 14.4 The Hirer agrees to indemnify, hold harmless, release and discharge Council, its employees and agents and each of them from and against all actions, costs, claims, charges, expenses and damages whatsoever (including without limitation in respect of physical injury or death) which may be brought or made or claimed against it, or any of them, arising out of or in relation to, the Hirer or its members, employees, agents, contractors, licensees and invitees use of the hired space, or in relation to the cancellation of a booking by Council in accordance with clause 7.4 except to the extent that it arises out of any negligent act or omission of Council, its employees or agents.

### 15. RISK MANAGEMENT PLAN

The Hirer must have a risk management plan and shall (if required by Council to do so) provide to Council's Open Space Bookings Officer prior to the hire date, details of this plan which addresses the risks associated with the use of the hired space and how any such risks will be managed.

### 16. SECURITY GUARDS

If required to do so by Council's Open Space Bookings Officer, the Hirer must employ or otherwise engage licensed crowd controllers or licensed security guards (the number to be agreed with the Open Space Bookings Officer) and provide evidence of the same prior to the date of hire.