

TERMS AND CONDITIONS OF HIRE

Please direct any queries regarding the Terms and Conditions to Willinda Park Management Committee at management@willindapark.org

1. BOOKINGS

Bookings will be confirmed on receipt of a completed application form. A tax invoice will be sent one month prior to the hire date. Invoice terms are 30 days. Tentative bookings cannot be accepted. A minimum of 14 days' notice is required for bookings.

2. CANCELLATION/CHANGES TO BOOKING

A 75% refund will be issued if a written cancellation is received at least 14 days before the booking date. Refunds after this time will be considered on a case by case basis.

A request for a change to the booking (e.g. time of booking) must be conveyed to the Willinda Park Management Committee at least 7 days before the date of booking. A request for changes will be honoured only where it is possible.

No refund will be issued in the event of inclement weather. Willinda Park Management reserve the right to cancel on the grounds of safety and whilst a refund is not available under these circumstances, WPMC will work with the Hirer to arrange an alternative time to hold their event at no additional cost.

3. BOND

A bond applies to equipment bookings. The bond is security for any damage to the building, reserve, equipment and/or breach of conditions of hire.

The total bond will be refunded to the Hirer within 28 days of the booking date, provided the Hirer has complied with all aspects of the conditions of hire. Should the cost of repairing damage to the property exceed the bond, the Hirer is liable for additional costs. The cost of extra cleaning as a result of the function will be deducted from the bond.

4. USE OF TRACK

The track is for use of athletics activity only. Inline skating, skateboarding, golf, bike riding, scooting and animals are not permitted on the track and reserve. Ball games are not permitted at the facility. Athletic footwear with 5mm and 7mm long conical spikes are permitted for use on the track. Starting Blocks must be used when Crouch Starting with spikes. Training Sleds must be used on the grass infield only.

5. VEHICLES/PARKING

Vehicles must be parked in the designated parking bays. Vehicles are not permitted to be driven on any of the reserve (grassed) areas unless approval has been granted and arranged by the Willinda Park Management Committee.

6. TIMES

Local noise restrictions limit the commencement of activities to 8.30am each weekday unless prior permission is obtained. The facility is typically not available for casual hire on weekends or after 4:30pm on weekdays. If a weekend booking is required please contact the Willinda Park Management Committee.

7. RUBBISH

The Hirer is responsible for leaving the premises in a clean and tidy manner. All rubbish should be placed in the bins provided. Any large items (e.g. signs) must be removed from the venue at the Hirers own cost. Costs associated with removal of ground litter or other refuse will be met by and on costed to the Hirer.

8. THEFT

Banyule City Council and Willinda Park Management are not responsible for any theft, loss or damage of personal property suffered by the Hirer or any guest or invitee of the Hirer, or any person, firm or corporation entrusted to or supplying any articles to the Hirer. The Hirer indemnifies the Willinda Park Management Committee and Banyule City Council in respect of any claim by any such guest, invitee, person, firm or corporation in respect of such personal property, article or thing.

9. PERFORMING RIGHTS

In the case of a dramatic performance, concert or other performance, the Hirer shall not produce, or permit to be produced, any dramatic or musical work in infringement of the copyright or performing right(s) of any owner of such right(s). The Hirer agrees to indemnify Willinda Park Management Committee and Banyule City Council against any claim for breach of copyright.

10. ACTS AND REGULATIONS

The Hirer shall conform to the requirements of the Health Act, Local Government Act, and Local Law or Regulations made there under, and shall be liable for any breach of such Acts, Local Laws or Regulations. All other statutory rules, provisions and regulations of the Commonwealth of Australia or State of Victoria, for the time being in force, must be complied with by the Hirer and the notices given to the proper offices.

11. PUBLIC LIABILITY INSURANCE

Public Liability cover for a minimum of \$20 million is compulsory when hiring any Council Sporting Facility. A certificate of currency from a Broker/Underwriter for a minimum sum of \$20 million is required with Banyule City Council's interest noted together with details of any exclusions under the policy.

12. SMOKING

As per Banyule City Council Policy, smoking is not permitted in any Council building. Forfeiture of bond moneys will occur if evidence of smoking, such as extinguishing of butts on floor etc. is obvious.

13. FOOD HANDLING/SALE OF FOOD

Banyule City Council recommends that all casual hire groups contact the Willinda Park Management Committee to administer the canteen/cafe throughout their event. Alternatively, if the hiring organisation wishes to sell any food, a permit must be in place or obtained from Council's Public Health Department. Any food served on the day must

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be handled appropriately and safely. Willinda Park Management Committee will provide the Hirer with further details. If the Hirer wishes to operate a barbeque on site, they can use the existing onsite barbeque or can provide their own barbeque facility. Only gas operated barbeques are permitted. Protective matting must be placed on the ground under the barbecue to prevent scorching of ground surfaces, and collect any waste. Barbeques may not be lit on a declared Total Fire Ban day.

14. DAMAGE

Hirers must take due care when using the reserve, pavilion, furniture or any other asset owned by the Willinda Park Management Committee or Banyule City Council within the facility and its grounds. It is the Hirer's responsibility to ensure their patrons will not cause damage or defacement. Costs associated with repair will be met and paid by the Hirer.

15. LIABILITY:

The Hirer must –

- (a) remain on the premises whilst visitors/patrons are in the building;
- (b) keep premises locked when unoccupied;
- (c) be responsible for orderly conduct and safety of patrons;
- (d) maintain the premises in a clean and safe condition of the duration of the term of hire;
- (e) only occupy the building for the times which it is hired.

16. COUNCIL ACCESS/LIMIT OF HIRE

Authorised Banyule City Council Officers are entitled access to all facilities regardless of bookings. Council also reserves the right to hire any portion of the building other than the areas stated on the application form. Council reserves the right to cancel any booking if the facility is required in respect of;

- (a) an election or referendum for the Federal or State Governments;
- (b) a natural disaster / emergency assembly. If it is necessary to cancel any booking, the Council and Willinda Park Management Committee will attempt to find an alternative venue or date.

17. SECURITY SERVICES

Banyule City Council and Willinda Park Management Committee reserve the right to request external security and/or police attendance for a function at the Hirer's cost. Council and Willinda Park Management Committee reserve the right to expel person(s) or terminate the function due to any breach of condition of hire and/or misconduct by patrons

18. OBSTRUCTIONS/ EXITS

The Hirer must ensure all exits, doorways and passageways are not obstructed at any time and ensure overcrowding does not take place.

19. EMERGENCY CONTACT

In the event of an emergency, emergency services should be contacted - dial 000.

For issues relating to building safety, e.g. water, electricity issues, contact the Banyule City Council and/or the Willinda Park Management Committee.

20. ACCESS

A Willinda Park Management Committee representative will open and close the Willinda Park facilities and grounds. A contact number and time is to be provided by the Hirer to ensure timely access.

Keys can be arranged if appropriate and will be made available on the day of the booking. If the keys are not returned on closure of the facility, the deposit will be forfeited and your group's future applications to book the facility will not be considered.

21. BREACHES

Willinda Park Management Committee and Banyule City Council reserve the right to expel person(s) or terminate the function/event due to any breach or condition of hire and/or misconduct by patrons.

22. SUBJECT OF ENTERTAINMENT

Authorised Banyule City Council Officers and Willinda Park Management Committee may require the Hirer to submit for approval the subject and program for the intended use or activities prior to the use of the facility.

23. INDEMNITY

The Hirer agrees to indemnify and to keep indemnified the Willinda Park Management Committee and Banyule City Council, its servants, volunteers 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 out of or in any way related to the granting of a Permit and be directly related to the negligent acts, errors or omission of the Hirer.

The Hirer's liability to indemnify the Willinda Park Management Committee and Banyule City Council shall be reduced proportionally to the extent that any act or omission of the Willinda Park Management Committee and Banyule Council, contributed to the loss or liability. The Hirer also agrees to hold harmless the Willinda Park Management Committee and Banyule City Council, its servants, volunteers and agents, and each of them from all claims resulting from damage, loss, death or injury whatsoever which may otherwise be brought or made or claimed by the Hirer against the Willinda Park Management Committee and Banyule City Council, except to the extent that the Principal is negligent.