Terms and Conditions for Casual Sportsground Bookings

1. Council must be notified 7 days in advance if there are any changes to booking requirements. Failure to do so may impact future access to sportsground bookings.
2. The Hirer must have a copy of the booking confirmation email with them as a permit during the booking for the booking to be valid. Electronic copies of the booking confirmation are acceptable.
3. The Hirer is responsible for setting up / clearing away all equipment and this must occur within the specified hours of hire.
4. The Hirer must not assign, sublet or otherwise part with possession of the Council facility. This means the Hirer must not permit other persons or organisations to use or access the facility without obtaining written consent from Council.
5. The Hirer must ensure that proper conduct is observed in or upon the Council facility (i.e. be considerate of other park users).
6. The Hirer acknowledges that Yarra City Council is committed to being a child safe organisation and has a zero tolerance for child abuse. Where the Hirer's booking is for general use, the Hirer assumes full responsibility for the safety, behaviour and wellbeing of all children and young people attending or present at the facility during the hire period. If the Hirer's booking involves an organised activity directly targeting or involving children and young people under the age of 18, the Hirer agrees that it will comply with all Victorian law relating to child safety and wellbeing. Any breach of these child safety requirements will be considered a material breach of the contract and may result in the immediate termination of this agreement.
7. The Hirer shall provide a suitable number of competent staff to ensure efficient supervision and safety of people at the Council facility during the period of hire.
8. Smoking and vaping are NOT permitted at any time within Council facilities.
9. No vehicles are to be driven onto the sportsground or surrounding area.
10. The Council facility and surrounding area is to be left in a clean and tidy condition. The Hirer shall ensure that all rubbish and recycling generated from activities is picked up and placed into appropriate bins. If existing bins are full, the Hirer must dispose of excess rubbish at their expense.
11. The Hirer is not to make any alterations to the Council facility, including line marking on playing surfaces, without prior written consent from Council.
12. The Hirer must not erect any signs, notices or advertisements on the interior or exterior of the Council facility, without prior written consent of Council.
13. The Hirer must not erect temporary structures (such as marquees) or insert any items into the sportsground (such as pegs), without prior written consent from Council. The use of sandbags and weighted plates are acceptable.
14. Any noise generated by this booking must comply with the relevant Environment Protection Act Guidelines N-1: Public Address Systems. As a general rule, noise should not exceed 65Db at any perimeter of the venue being used.
15. The Hirer must provide a First Aid Kit and qualified staff in accordance with the requirements of the activities being conducted at the Council facility.

16. The Hirer shall pay the Council the cost of repairing or making good any damage to the Council facility or the cost of replacing any lost equipment arising out of/or incidental to the Hirer's use of the facilities.
17. The Hirer must at all times during the period of hire be the holder of a current public liability policy of insurance, covering all activities to be undertaken at the facility for an amount of at least $20 million.
18. The Hirer agrees to indemnify and keep indemnified and to hold harmless the Council, its servants and agents from and against all actions, costs, claims, charges, expenses and damages which may be claimed against them, arising out of, or in any way related to the granting of this licence and / or the use of the Council facility.
19. Council is not responsible for any theft, loss, damage or injury suffered by the Hirer or any guest or invitee of the Hirer, or any person coming on the premises during the period of hire, and the Hirer indemnifies the Council in respect of all claims for loss, damage or injury caused by any person or property during the period of hire, or as a result of the use by the Hirer of the premises.
20. During the booking, organisers must comply with instructions issued by Council Officers.
21. If the Hirer allows any breach or default in the performance or observance of any of these Conditions, Council may, after consulting with the Hirer and given a reasonable opportunity to rectify the breach or default, by written notice terminate permission to use the Council facility. In this event, the Hirer must vacate the facility as soon as possible.
22. The Hirer must avoid any areas of the sportsground surface that show visible signs of wear and tear (such as patches without grass cover).
23. The Hirer must avoid any areas of the sportsground that are cordoned off for maintenance works.
24. Access to the turf wicket table (WT Peterson Oval, Loughnan Oval and Citizens Park Oval) is strictly prohibited. The Hirer must always avoid the turf wicket table.
25. Hirers must be aware that synthetic and turf cricket wickets may remain uncovered between October and 31 March. Hirers are responsible for assessing the condition and location of the wickets prior to commencing activities and planning their use of the sportsground accordingly to avoid damage to the wickets and ensure activities can be undertaken safely.
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27. Council reserves the right to suspend or cancel the Hirer's use of the Council facility or transfer the allocation to another facility. For sportsgrounds this includes times when the grounds are unsuitable for play, where increasing damage and deterioration to the playing surface could result from excessive usage, or where programmed maintenance needs to be undertaken.