



TIWI ISLANDS REGIONAL COUNCIL

Sport and Recreation Facilities Terms and Conditions of Hire

2016/2017

1. Definitions

In these conditions, unless otherwise specified:

- 1.1 **“Application Form”** means the form headed “Application for Hire” attached to these Terms and Conditions of Hire;
- 1.2 **“Council”** means the Tiwi Islands Regional Council;
- 1.3 **“the Facilities”** means the venue(s) named in the Application for Hire Form;
- 1.4 **“Hire Agreement”** means an agreement between the Council and the Hirer for the Hirer to use the facilities in accordance with these Terms and Conditions of Hire;
- 1.5 **“Hirer”** means the Hirer specified in the Application Form and may include the Hirer’s employees, agents, invitees and persons the Hirer allows in the Facilities;
- 1.6 **“Hiring Fee”** means the hiring fee specified on the Application Form;
- 1.7 **“Hiring Period”** means the period or periods specified on the Application Form; and
- 1.8 **“the Manager”** is the manager of the Facilities or any staff member authorised by the Council to act on his or her behalf.
- 1.9 **“Pool Facilities”** means the swimming pool and associated facilities attached to or contained within the boundaries of the Lot upon which the swimming pool is located at
- 1.10 **“Dry Facilities”** means the:
 - 1.10.1 Recreation Halls: being the area contained within the perimeter of the building and the actual exterior of the building, save and except that the Recreation Hall located at Pirlangimpi does not include that part of the building known as “the Club”; and
 - 1.10.2 Sporting Ovals: being the oval and associated facilities attached to or contained within the Lot upon which the sporting oval is located.
 - 1.10.3 Women’s Centres, being the area contained within the perimeter of the building and the actual exterior of the building

2. Agreement for Hire

The Council agrees to hire the Facilities to the Hirer subject to the following:

- 2.1 The satisfactory completion of the Application Form by the Hirer (which must include an accurate number of participants attending the Facilities); and
- 2.2 The payment by the Hirer of the monies as described in these Terms and Conditions of Hire and being more

- particularly described in the Application Form attached hereto; and
- 2.3 The Hirer providing to the Manager a copy of their current public liability insurance policy (or certificate of currency); and
 - 2.4 If applicably, Management providing qualified staff in accordance with clause 15.8 hereof; and
 - 2.5 The Manager providing approval for the hiring arrangements

3. Hiring Pool Facilities

To hire the Pool Facilities, the Hirer must:

- 3.1 at least Seven (7) days prior to the commencement of the Hiring Period, for lane hire, or Fourteen (14) days prior to the commencement of the Hiring Period, for whole pool hire, complete and deliver the Application Form and the deposit, if applicable, to the Manager; and
- 3.2 Pay the Hiring Fee within fourteen (14) days of the date of the invoice sent by the Manager.
- 3.3 Where application is made on behalf of an organisation or body corporate, the applicant must:
 - 3.3.1 state the name of the organisation or body corporate; and
 - 3.3.2 state the authority of the applicant for making such application; and
 - 3.3.3 state that the person making application on behalf of the organisation or body corporate will be responsible for ensuring compliance with these Terms and Conditions of Hire; and
 - 3.3.4 acknowledge that the person making the application may be held personally liable for any breach of the terms and conditions of this Hire Agreement.

4. Hiring of Dry Facilities

To hire the Dry Facilities, the Hirer must:

- 4.1 at least Fourteen (14) days prior to the commencement of the Hiring Period complete and deliver the Application Form and the deposit, if applicable, to the Manager; and
- 4.2 pay the Hiring Fee within fourteen (14) days of the date of the invoice sent by the Manager.
- 4.3 Where application is made on behalf of an organisation or body corporate, the applicant must:
 - 4.3.1 state the name of the organisation or body corporate; and
 - 4.3.2 state the authority of the applicant for making such application; and
 - 4.3.3 state that the person making application on behalf of the organisation or body corporate will be responsible for ensuring compliance with these Terms and Conditions of Hire; and

- 4.3.4 acknowledge that the person making the application may be held personally liable for any breach of the terms and conditions of this Hire Agreement.

5. Cancellation by Hirer

In the event that the Hirer cancels the Hire Agreement the following conditions shall apply:

- 5.1 if more than three (3) days written notice of the cancellation is given by the Hirer to the Manager, up to 50% of the total Hiring Fee will be invoiced by the Council and must be paid by the Hirer within 14 days of receipt of invoice;
- 5.2 if less than three (3) days written notice is given by the Hirer to the Manager, up to 100% of the Hiring Fee will be invoiced by the Council and must be paid by the Hirer within 14 days of receipt of invoice;
- 5.3 If no written notice is provided to the Manager then the Hirer will be responsible for the payment of the entire Hiring Fee and such fee must be paid within 14 days of receipt of an invoice issued by the Council.

6. Cancellation by Management

- 6.1 The Manager may terminate the Hire Agreement at any time, without notice to the Hirer, if the Hirer does not comply with the conditions set out in these Terms and Conditions of Hire.
- 6.2 The Manager may cancel the Hiring Agreement if, in his or her opinion:
 - (a) the Facilities will be unfit for use during the Hiring Period; or
 - (b) the Facilities may be unduly damaged by use for the hiring purpose.
- 6.3 The Council will not be liable for any loss or damage suffered by any person as a result of the Manager cancelling the Hire Agreement.
- 6.4 The Hirer releases the Council from any liability (including in law and equity) that the Hirer may have had to damages, compensation, loss or other remedy as a result of the Manager cancelling this Agreement.
- 6.5 In the event that the Facilities cannot be made available to the Hirer on the date(s) for which it has been hired by reason of fire, flood, damage, industrial dispute, emergency requirement by the Council, or any other reason whatsoever, the Council will not be liable for any loss, damage or injury suffered by the Hirer by reason of the unavailability of the Facilities, with the exception of refunding in full to the Hirer any security bond and hiring fee paid for the booking cancelled. The Hirer hereby agrees to accept the same and to be held to have consented to such cancellation and to

have no claim at law or equity for any loss or damage in consequence of the cancellation.

7. Hirer's Obligations

7.1 The Hirer must:

- (a) obtain all necessary consent from all persons interested in the copyright or performing rights of any matter used by the Hirer;
- (b) pay such further charges as determined by the Manager on demand if the Facilities are used by the Hirer outside the Hiring Period;
- (c) promptly comply with all requirements and directions of the Manager in relation to the use of the Facilities;
- (d) supervise and control all persons using the Facilities during the Hiring Period to the satisfaction of the Manager;
- (e) have in place during the Hiring Period safety standards which comply with all relevant laws;
- (f) leave the Facilities in the condition in which they were found;
- (g) ensure all participants under the supervision of the hirer, are in a fit and healthy state to undertake the activities associated with the hiring of the facility;
- (h) permit the Manager or any person authorised by him or her to enter the Facilities at any time without charge; and
- (i) unless otherwise requested on the Application for Hire Form, provide a suitably qualified person(s) to administer first aid, during the Hiring Period; and
- (j) advise the Manager of any medical condition a participant may have prior to the commencement of the Hiring Period.

7.2 The Hirer must not without the prior written consent of the Manager:

- (a) use the Facilities for any purpose other than that set out in the Application Form;
- (b) allow any person not subject to the direction and control of the Hirer to use the Facilities;
- (c) hawk, sell, dispose of or supply anything whatsoever in the Facilities without written consent from the Manager;
- (d) bring, or permit to be brought, into the Facilities any animal;

- (e) bring, or permit to be brought, into the Facilities, any alcoholic beverages or glass;
- (f) sub-hire, licence or assign their rights and obligations pursuant to this Hire Agreement;
- (g) use any part of the Facilities other than the Facilities specified in the Application for Hire form;
- (h) alter, move or remove any fixture, fitting or furnishing of the Facilities;
- (i) erect any signs, notices or advertisements on the interior or exterior of the Facilities without written consent from the Manager;
- (j) take any collection of monies in the Facilities on the day of hire without informing the manager of the facilities the amount paid by each person and the services provided for this fee;
- (k) erect any marquee, hut, stall or similar structure in or adjacent to the Facilities without written consent from the Manager;
- (l) sell, offer, or expose for sale or permit to be sold, any refreshments or other goods without written consent from the Manager;
- (m) bring or permit to be brought into the Facilities, any dangerous goods including any heavy equipment or inflammable substances.

7.3 The Hirer will only be entitled to the facilities that have been hired.

7.4 The Hirer must not permit any illegal activities in the Facilities, including the conduct of unauthorised lotteries and gambling.

7.5 The Hirer acknowledges that the hiring of the Facilities is in respect of the Facilities only and does not include the services of the Facilities staff, unless otherwise specified in the Application for Hire Form.

8. Fitness for Hiring

The Hirer agrees that it has satisfied itself that the Facilities are fit for the hiring purpose.

9. Damage to the Facilities

The Hirer agrees to pay to the Council on demand, the cost of repairing or making good any damage to the Facilities or the loss of any equipment arising out of or incidental to the hiring.

10. Release and Indemnity

The Hirer hires and uses the Facilities at the Hirer's own risk and releases the Council from all loss or damage arising from or connected with the Facilities and indemnifies Council against all loss and liability in connection with the hiring of the Facilities including any damage caused to the Facilities or any loss, injury or death to any person in or about the Facilities.

11. Insurance

The Hirer agrees:

- 11.1 to maintain a public liability policy of insurance for the amount of not less than \$10 million for each and every occurrence, unlimited during the hire period;
- 11.2 that the public liability policy of insurance include as a named insured the Council, its servants and agents;
- 11.3 that the public liability policy of insurance include a cross liability clause and waiver of subrogation for the named insured in 11.2 above; and
- 11.4 that a copy of the currently maintained public liability policy of insurance be provided to the Manager prior to the commencement of the Hiring Period.

12. Admission and Removal of a Person

The Manager may at any time, with absolute discretion:

- 12.1 refuse admission to any person to the Facilities; or
- 12.2 direct any person or persons to leave the Facilities.

13. Closure of Facilities

- 13.1 If the Hirer does not comply with these Terms and Conditions of, the Manager may close the Facilities and terminate the Hiring Agreement.
- 13.2 If the Manager closes the Facilities in consequence of this clause:
 - (a) the Hirer will be deemed to have voluntarily abandoned the hiring;
 - (b) the Manager will determine an amount up to the full Hiring Fee to be paid by the Hirer and the Hirer agrees to pay such charges; and
 - (c) the Council will not be liable for any loss or damage sustained by the Hirer as a result of the closure.
- 13.3 The Manager may at any time, with absolute discretion, close the Facilities for the purpose of ensuring the safety of those present.
- 13.4 If the Manager terminates the Hiring Agreement, the Hiring Fee applicable will be at the sole discretion of the Manager.

14. Completion of the Application for Hire Form

- 14.1 The Hirer must complete the Application for Hire Form in full prior to submitting the application in accordance with clauses 3 and 4.

15. General Conditions

- 15.1 The Manager may require the Hirer, in addition to supplying the Application for Hire Form, to supply a full detailed, written or printed statement or program, showing precisely what is to be done and take place on any occasion upon which the Facilities may be intended to be used.
- 15.2 The Hirer is responsible for the maintenance of and preservation of good order in the Facilities during the Hiring Period, and the Manager may direct that the hiring is subject to the engagement by the Hirer of members of the Northern Territory Police and / or other appropriate persons.
- 15.3 The Hirer and any persons using the Facilities pursuant to the Hiring Agreement, shall conform to the requirements of the all Acts, Regulations or Local Laws affecting the Facilities and shall be liable for any breach of such Acts, Regulations or Local Laws.
- 15.4 Smoking is prohibited in the Facilities.
- 15.5 Animals are prohibited in the Facilities. This clause does not apply to guide dogs under the control of a visually impaired person.
- 15.7 The Hirer shall not allow the sale or consumption of liquor within the Facilities.
- 15.8 If the Manager considers it necessary due to the type of function, safety considerations and or security, or other similar reasons, to require additional staff employed by Council to be in attendance, the costs incurred by the Council in employing such additional staff will be met by the Hirer, subject to the Hirer being notified of this requirement at least forty eight (48) hours prior to the function.
- 15.9 The Hirer acknowledges that no glass containers may be used in the Facilities and the Manager may confiscate any glass containers used in breach of this condition and/or direct the cessation of liquor consumption at any time at his or her absolute discretion.
- 15.10 In the event of any dispute or difference arising as to the interpretation of the Hire Agreement, or as to any matter or thing herein contained or as to the meaning of any of the Hire Agreement, the decision of the Manager, after consultation with the Hirer, shall be final and conclusive.
- 15.11 No audio, photographic or video equipment including projections may be used in the Facility without prior consent of the Manager.

15.12 No stage property, electrical installation, appliance or decorating materials or articles of any kind, may be brought into the Facilities without the consent of the Manager.

15.13 Diving starts are not permitted in the Pool Facilities.

15.14 Starting guns are not permitted. Whistle starts or hooters are acceptable.

16. Pool Facilities Rules

16.1 Do not run

16.2 No abusive language

16.3 No bombing

16.4 No spitting

16.5 No rough play or pushing

16.6 Do not dive

16.7 Appropriate swimwear must be worn

16.8 Children under 12 must be supervised by an adult

16.9 Do not hold onto lane ropes

16.10 Please shower before entering the pool

17. Council's Right of Entry

Any authorised representative of the Council may enter the Facilities at any time and remain for the purpose of supervising the functions or activities conducted by the Hirer.

I have read and understood all of the Terms and Conditions for hire.

Signature_____

Name_____

Date_____

Please take a copy of these Terms and Conditions and return the original to the Manager with your Application for Hire Form.

Tiwi Islands Regional Council APPLICATION FOR FACILITY HIRE

Please complete the following details and return to:

facilitiesmanagers@tiwiislands.nt.gov.au

Details					
Organisation					
Address					
Email Address					
Facility <i>(circle required venue)</i>	Wurrumiyanga (Nguiu)	Pool	Rec Hall	Women Centre	Oval
	Milikapiti (Snake Bay)	N/A	Rec Hall	Women Centre	Oval
	Pirlangimpi (Garden Point)	Pool	Rec Hall	Women Centre	Oval
Hiring purpose					
Date(s)			Day(s)		
Total hours			Number of participants & spectators		
Start time			Finish time		
Special Requirements					
1st Contact persons name			2nd Contact persons name		
Telephone (W)			Telephone		

**SPORT AND RECREATION OFFICE USE ONLY **	
Total Fee payable:	
Balance to be paid on invoice:	

Signature _____ Date _____