



# Application and Agreement for Use of a Council Reserve

Document Code: **FO-LES-COMP-018**

Version: **4.0**

Approved Date: **1 Feb 2022**

**Burnie City Council**

PO Box 973, Burnie TAS 7320

P 03 6430 5700

E burnie@burnie.net

*Public Reserves & Public Buildings By-Law (No. 1 of 2011)*

APPLICANT DETAILS			
<b>Club / Association</b>		<b>ABN</b>	
<b>Contact Person</b>		<b>Surname</b>	
<b>Contact Number</b>			
<b>Postal Address</b>			
<b>Email</b>			

I/we consent for all giving of information and the serving of notices in relation to this application to be delivered electronically to the above email address?

YES

NO

HIRE DETAILS			
<b>Name of Reserve:</b>			
<b>Intended Use of Reserve</b>	<i>(Separate applications are required for each reserve)</i>		
The Hirer is to describe the nature of the proposed use including nature of all activities, whether food and/or alcohol will be available.			
Estimated number of persons in attendance:		Duration of event:	

DAY(S) REQUIRED (tick✓)	TIMES REQUIRED		DATES
	From	To	
Monday	..... am/pm	..... am/pm	
Tuesday	..... am/pm	..... am/pm	
Wednesday	..... am/pm	..... am/pm	
Thursday	..... am/pm	..... am/pm	
Friday	..... am/pm	..... am/pm	
Saturday	..... am/pm	..... am/pm	
Sunday	..... am/pm	..... am/pm	

*Please attach additional details if more space is required*

**Privacy Statement**

1. Council is committed to upholding your right to privacy. 2. Personal information collected by Burnie City Council is used in the provision of services. 3. Information collected will be retained confidentially and disposed of in accordance with requirements of the Personal Information Protection Act 2004. 4. You have the right to access your own personal information on request.

CERTIFICATE OF CURRENCY (Public Liability Insurance)			
Insurer		Policy Number	
Name of Insured			
Period of Cover		Amount of Cover (minimum \$20 million)	

**NOTE:** Copy of current Public Liability Insurance Policy **MUST** be enclosed with this application.

DECLARATION			
<p>I hereby make application for use of the above Council public reserve for the dates and times specified</p> <p>I acknowledge having received, read, and undertake to be bound by</p> <ol style="list-style-type: none"> <li>1. the <i>Terms and Conditions of Hire of a Public Reserve</i>.</li> <li>2. other requirements advised in the Council's approval in every respect.</li> </ol> <p>I further undertake to be responsible for ensuring that all individuals or groups using the ground in association with this application comply with the terms and conditions.</p>			
Signature:		Date:	
Name (print):			
Home Address:			
Position Club / Committee:			

Office Use Only			
Received By		Date Received	
Refer to	LES Compliance Services	File to	23/19/4*
Decision	[ ] Approved / [ ] Refused	Date Issued	
Special Conditions			
Signed By		Position	
Others Notified:	Works		LES
	Caretaker		

## Terms and Conditions of Hire of a Public Reserve

*Public Reserves & Public Buildings By-Law (No. 1 of 2011).*

### PERMISSION TO OCCUPY

(1) The Hirer is only entitled to occupy and use the part(s) of the Reserve as identified, at the times on the dates and for the purposes allowed by this Agreement.

A separate application must be made for any occupation or use of the reserve outside the times and dates as approved, or for a purpose not identified by this Agreement.

(2) A regular hirer does not have the right to exclusive possession and the Council may at its discretion allow other individuals and groups to also have use of the facility at the same time the Reserve is required by the Hirer or otherwise.

(3) The Council may require the Hirer to make available to another hirer, any building or facility on the Reserve that is not the property the Hirer. This may include removal of goods and chattels of the Hirer if considered necessary.

(4) The Council reserves the right to cancel the Hirer's use of a reserve, or to redirect users to an alternate location in the event of:

- a) the reserve being required for an extraordinary function or use,
- b) conditions render the reserve unsuitable for use, or
- c) if the insurance and indemnity requirements of this Agreement have not been completed, are inadequate or have lapsed.

The Council will not be liable for any loss or damage sustained by the Hirer in the event it determines to close a reserve to occupation and/or use and has no obligation to provide the Hirer with an alternate location.

(5) The right conferred on the Hirer under this Agreement must not be construed as a tenancy.

(6) The Hirer must not assign the right of occupation and use approved under this Agreement to any other person, organisation or body.

### LICENSE AND PERMISSIONS

(7) The Hirer is to comply in every respect with regulations under the *Public Health Act 1997* and the *Building Regulations 2016*

(8) The Hirer must not permit or allow the following activities without providing evidence of licences granted, and obtaining written approval from Council for:

- a) alcohol to be served, or sold. If approved the Hirer is to strictly observe wet and dry areas stipulated on the permit.
- b) gambling at which either directly or indirectly money is passed as a prize.

(9) The Hirer must not permit or allow cigarettes or tobacco related products to be bought, sold, advertised or promoted in any manner within or from the Reserve.

Council maintains and supports a "No Smoking" policy within all public buildings and places.

(10) The Hirer is to comply with *Live Performance Award* and the *Copyright Act* for any dramatic, musical or other work performed or produced. The Hirer indemnifies

Council against any claim for breach of copyright during such hiring, and any costs incurred.

(11) Burnie City Council does not permit the use of jumping castles, zorballs and similar devices on any land or recreational facility owned or managed by the Council. The grant of a permit to use Council land or recreational facility does not imply or include any consent to include a jumping castle, zorball or similar device as part of the event.

### SUITABILITY FOR USE

(12) The Council will take all reasonable measures to ensure the Reserve is suitable for and remains safe and fit for the approved purpose of use by the Hirer

(13) The Hirer must satisfy themselves that the Reserve is safe and suitable in all respects for the approved purpose, a final decision on whether to proceed to use on EACH occasion is the responsibility of the Hirer.

(14) The Hirer must complete an inspection and fill in the *Public Reserve Risk Management Checklist* prior to EACH use.

### INSURANCE AND INDEMNITIES

(15) The Hirer must not permit situations that will affect the Council's Insurance Policies relative to fire or public risk relating to the hire of the Reserve.

(16) The Hirer must, during the allocated period of hire, be the holder of a current Public Liability Policy of insurance in the name of the Hirer, providing coverage for an amount of at least \$20 million.

The Hirers Public Liability Policy must:

- a) cover such risks and be subject only to such conditions and exclusions as are approved by the Council in respect of the activities specified in the Application for Use of a Public Reserve,
- b) extend to cover the Council in respect to claims for personal injury or property damage arising out of the negligence of the Hirer.
- c) be effected with an insurer approved by the Council.

(17) The Hirer agrees to indemnify and hold harmless, Council, its servants and agents from and against all actions, costs, claims, charges, expenses, penalties, demands and damages whatsoever which may be brought or made or claimed against any of them, directly related to the negligent acts, errors, or omission of the Hirer, to the extent that Insurance policies are affected by commission or omission.

The Hirer's liability to indemnify the Council must be reduced proportionally to the extent that any act or omission of the Council, its servants or agents, contributed to the loss or liability.

(18) In certain circumstances a Hirer that does not hold public liability insurance may be able to access insurance under a Community Liability – Casual Hirers Policy where the use is for eligible private (personal) or community use. The decision whether or not a Hirer is eligible is at the discretion of Burnie City Council

**DAMAGE**

(19) Without the prior written approval of the Council the Hirer must not:

- a) make modification or improvement to any building, equipment, facility or any part of the Reserve,
- b) alter, erect or remove any building, structure, equipment, or vegetation,
- c) display, affix, paint or exhibit any permanent sign or advertisement on any building, structure, equipment or improvement on the land.

(20) The Hirer must not damage, deface or use inappropriately any building, equipment, facility or improvement on the Reserve.

(21) The Hirer must not permit the use any balls or other sporting equipment in any manner within a building, or immediately adjacent, unless specifically designed for such purpose, and the Council has given its consent to such use by the Hirer.

(22) For any damage, defect or fault noted on the Reserve the Hirer must:

- a) take immediate action to mitigate any risk to the health or safety of any person or property on the Reserve and/or to prevent exposure to the risk, including terminating its use of all or part of the Reserve as required;
- b) report it to the Council on the next working day immediately following the use;
- c) accept full responsibility for abuse, damage, destruction or loss of Council property, except for normal wear and tear.

The Council will not be liable for any loss or damage sustained by the Hirer or any other person arising from a decision by the Hirer not to use or to discontinue its use of all or part of the Reserve.

**MATERIALS AND EQUIPMENT OF THE HIRER**

(23) The following remain the responsibility of the Hirer and are not the responsibility of the Council:

- a) Personal belongings, money or private property brought onto the Reserve by any person,
- b) Equipment and materials owned, purchased or supplied by the Hirer and brought onto and/or stored on the Reserve, other than items deemed to form a fixture or fitting of the facility.

The Hirer indemnifies the Council against claim for any article or thing being lost, damaged or stolen.

(24) If Portable Soccer Goal Posts (PSGs) are used each must be appropriately manufactured to meet the requirements of the Standards Australian handbook *HB227-2003 Portable Soccer Goalposts - manufacture, use and storage* which can be accessed from the local LINC (library) or purchased through <http://www.standards.org.au>

All users of PSGs are to take appropriate measures to ensure that use and storage complies with *PSGs Handbook* to prevent toppling over when in use and appropriately anchored and secured when not in use.

**CLEANLINESS AND SECURITY**

(25) The Hirer is responsible to leave the Reserve and all premises in a clean, tidy and secure manner immediately after the conclusion of EACH use including: -

- a) remove all waste from the area, playing surface, change room, player toilets and other non-public areas for disposal in an approved waste receptacle;
- b) sweep out all floors, and mop as required;
- c) toilet and shower areas mopped out using a suitable cleanser, disinfected and left in a clean and usable condition. Toilet bowls, urinals flushed, disinfected and basins, benches, mirrors wiped down;
- d) turn off all lights, heaters, and disconnect all appliances from the power supply; and
- e) ensure that all doors, windows, gates and the like are closed and securely locked before leaving.

(26) If keys are issued the Hirer must strictly control custody and use of keys issued. Copies of keys are not to be made.

**INSPECTIONS AND ACCESS BY COUNCIL**

(27) The Hirer must provide the Council and its officers and agents with reasonable access to the Reserve during the period of hire for examining the condition of the Reserve or for monitoring the compliance of requirements under this Agreement.

(28) In the event of any dispute or difference arising as to the interpretation or compliance of this Agreement, the matter is to be referred to a person nominated by the General Manager, and the decision of that person shall be final notwithstanding the right of each party for recourse to a process of judicial determination.

**COVID-19 SAFETY MANAGEMENT**

(29) The Hirer is to comply with mandatory requirements related to COVID-19 under the Emergency Management Act 2006, Public Health Act 1997 and directives issued by the Director of Public Health from time to time.

(30) The Hirer is to develop and to adhere to their COVID-19 Safety Plan.

(31) The Hirer is to manage contact tracing requirements such as the use of the Check in TAS App where required based upon the activity or use.

(32) The Hirer is to review the current restrictions, especially for gatherings, density, vaccinations, face masks and physical distancing requirements for the prescribed activity, on the day of hire and to vary COVID-19 Safe Plans to accord with any changes necessary. Please refer to <https://coronavirus.tas.gov.au>

**ENQUIRES**

For further information on *Use of a Public Reserve* please contact Council on (03) 6430 5700, or visit City Offices, 80 Wilson Street, Burnie.