

# Outdoor Venue Use Terms and Conditions



Users of the parks and gardens do not have exclusive use of any area unless written approval has been authorised by Council.

Activities in the space must not impact on other users. All areas are to be left in a clean and tidy condition after use. Council will hold the hirer responsible for the care of the venue during the currency of the hiring and will not tolerate any damage. The hirer shall not conduct their event in any manner that may damage or disfigure the venue, area or vegetation and the hirer shall pay all of Council's costs to repair any damage caused by the hirer or their event-related third parties.

A Council staff member may require a function/event to cease, if in their opinion, the continuation of the function/event is likely to cause a risk to public safety or damage to the venue. The hirer will be held liable for any penalties incurred under any legislation or Local Law.

## **Vehicles**

Vehicle access into all outdoor spaces is only allowed with prior approval from Council.

Entry of vehicles into the outdoor space are to be kept to a minimum with entry via designated points, travel is to be at walking pace only and all vehicles are to remain on paths at all times.

Unless required for operational, health or emergency i.e. St John Ambulance, vehicles are to be removed once unloading of items or persons is complete.

## **Structures**

Marquees are only allowed to be erected with prior approval from Council. Wherever possible all structures (stages, cool rooms etc.) are to be placed outside tree canopies to reduce compaction to tree root zones.

Pegs and stakes are not to be placed in the ground. If marquees are being erected these are to be secured via the use of weights. Nothing is to be attached to trees or vegetation in any way. The use of confetti or rice is not allowed.

## **Cancellations**

The Mount Alexander Shire Council or its representative may provide written or oral notice to terminate the use immediately if the applicant does not comply with any of the conditions of this agreement.

Cancellation by Council - The Council may at any time before the use of the Venue, cancel the hire by giving written notice of such cancellation to the hirer. If the Council cancels the hire pursuant to this contract, all monies paid will be returned to the hirer. The Council is not liable to the hirer for any loss or damage incurred by the hirer as a result of such cancellation.

Termination for Breach - If, at any time, the hirer is in breach of any term of these conditions, Council may, in Council's absolute discretion, cancel the hire of the Venue by giving written notice of such cancellation to the hirer. Should the hire of the Venue be cancelled pursuant to this clause, the full Venue hire amount will be payable by the hirer plus any additional costs incurred by Council.

Refusal of application - The Council expressly reserves the right at its discretion and without stating a reason to refuse to accept any hiring and the Council shall not be liable in any way for any loss or damage occasioned by the exercise of this right. In the event of cancellation of a booking by the Hirer less than 7 days prior to the commencement of the hire period, 10% of the hire fees will be retained by Council. The Council shall not be held liable for any interference or disruption to a booking that is caused by civil disturbance, industrial action, severe weather conditions, or any circumstances that are beyond the control of Council.

## **Insurance**

The hirer must have Public Liability Insurance coverage for a minimum value of \$10,000,000, current at the time of the hire. The hirer agrees to provide cover to the Council under their own Public Liability policy indemnifying the Council as principal from all actions, costs, claims, charges, expenses and penalties etc. arising from the hirer's activities, but only to the extent the damage is caused by or attributable to the fault of the hirer or associated person(s).

A copy of the current Certificate of Currency must be sent to the Venues Coordinator within 7 days before the start date of the hire period.

Any organisations or hirers carrying out activities for commercial gain cannot be covered through Council's insurance arrangements and must produce their own cover. Council premises are not available for hire for events involving Sporting activities, Rock/pop concerts, high risk activities or Festivals.

The hirer must provide and maintain a safe and healthy workplace for guests, participants, spectators employees, contractors, volunteers and other associated person(s). The hirer must complete the applicable risk assessment or job safety analysis (JSA) if necessary, to manage risk during the hire period. The hirer is responsible for seeking advice from the appropriately qualified individuals and not Council staff in meeting all risk management obligations.

## **Local Laws**

The hirer must identify and comply with any restrictions or obligations required under applicable Local Laws including minimum standards of behavior, preventing damage to the space, car parking, waste disposal or nuisance & disturbance.

**Ticketing**

If your event is ticketed then you agree to use the Mount Alexander Shire Council Box Office service. Please discuss fees and process with the Venues Coordinator.

If your event is a ticketed event then you agree to abide by the use of companion cards, please refer to [www.companioncard.org.au](http://www.companioncard.org.au) for more information.

**General**

The applicant releases the Mount Alexander Shire Council, its employees, officers, agents and contractors from and will indemnify and keep indemnified the Mount Alexander Shire Council, its employees, officers, agents and contractors against all claims, actions, losses and expenses of any nature which the Mount Alexander Shire Council may suffer or incur or become liable for in respect of or arising out of any

accident or damage to property or injury or death suffered by any person arising from any occurrence in or near the venue during the term if this hire resulting from the negligence of the applicant. Nothing in this agreement is intended to or does constitute this agreement as a lease or exclusive right to possession. The applicant's use of the venue is not exclusive and the Mount Alexander Shire Council reserves its rights to enter the venue as is necessary or desired and to allow others to do so, as it sees fit, during the term of the hiring. The applicant acknowledges the appointment of the Venue Coordinator or its representative to regulate the hiring and exercise the powers of the Mount Alexander Shire Council in respect thereof and will comply with any reasonable requirement of such person.