

WARRNAMBOOL STADIUM CASUAL HIRE APPLICATION FORM

This is an application for hire and must be completed and approved prior to hiring facilities / services at the Warrnambool Stadium.

A confirmation letter will be provided upon approval of your booking.

Club/Organisation Name:

Address:

.....Post Code:

Contact Person:

Contact Phone No: Mobile:

Email Contact:

Resources Required:

Highball Court/s (Court 2 & 3)

Show Court

Val Bertrand Stadium (Court 4 & 5)

Multi-purpose Room

Meeting Room

Use of Kitchen

Grandstand

Insurance - Certificate of Currency attached

(A copy of the certificate of currency must be provided upon returning the booking form).

Purpose of Hire:

.....

.....

.....

.....

Usage:

Days & Date(s)	Times Required	Extra Resources Required
Friday	From _____ am/pm To _____ am/pm	
Saturday	From _____ am/pm To _____ am/pm	
Sunday	From _____ am/pm To _____ am/pm	
Friday	From _____ am/pm To _____ am/pm	
Saturday	From _____ am/pm To _____ am/pm	
Sunday	From _____ am/pm To _____ am/pm	

Catering:

Are you seeking approval to provide food or drinks during your booking?

YES NO

If yes; please provide further details (reason, time etc)

.....
.....

TERMS & CONDITIONS

APPLICATION AND PAYMENT

- Charges will be set by Council at the start of each financial year and are subject to variation from time to time. Security deposits may apply.
- The Hirer shall sign the application form verifying that having read and fully understanding the conditions of hire undertakes and accepts to abide by those conditions.

CANCELLATION BY THE HIRER

- The Hirer may cancel any booking by giving written notice to the Manager.
- Any deposit levied is non-refundable in the case of a cancellation.

CANCELLATION BY THE MANAGER

- The Manager may, if the Centre or any part thereof is deemed unfit or unsafe for use before or during any intended hiring period, refuse to make a booking or cancel a booking. In the event that a hiring charge or deposit has been paid such moneys will be refunded. In the event that a booking is cancelled during the hiring, the Hirer will be charged for the time used.
- The Council, the Centre or Manager will not be liable in any respect of any loss or damage sustained as a result of such cancellation by the Manager.
- The Manager may amend a booking at any time upon receipt of a booking for a major event.

USE OF THE FACILITY

- A facility shall not be used for an activity different to that specified on the application form.
- A Hirer shall not permit a person or persons not subject to the Hirer's direction and control to use the facility hired.
- Where a facility other than that booked is used, the appropriate charge will be levied by the Manager and payable by the Hirer.
- Where a facility is used for longer than the period of hiring, the Hirer will be required to pay an additional hiring charge.

ADMISSION

- Admission to the stadium will be in accordance with Council local laws L4.8 Behaviour in municipal places which states:
- No person in any municipal place may behave in a manner which is boisterous or harmful and which causes or would cause interference with the quiet enjoyment by any other person using the municipal place.
- A person in a municipal place must not use language or behave in a manner which is indecent, offensive or abusive or which annoys, disturbs, interrupts, molests, or obstructs any other person's enjoyment.
- Act in a way, which endangers any person.
- Damage, destroy, write on, interfere with, remove or affix anything to any building, improvement or other structure of any kind.
- Act contrary to any conditions of use of the municipal place.
- These offences carry a penalty of 5 penalty points enforced by Council.
- If any person or persons shall refuse to obey any direction by the Manager requiring them to leave the facility the manager may Close the Centre or facility being used.
- In the event that the Manager closes the Centre or Facility, the Hirer shall be deemed to have voluntarily abandoned the hiring and as will not be entitled to any refund of hiring fees.
- The Council, the Centre or the Manager will not be responsible for any loss or damage sustained as a result of any of the above.

REMOVAL OF FURNISHINGS

- No fixtures, fittings or furnishings of the Centre may be altered, moved or removed without the consent of the Manager.

ANIMALS

- No animals shall be admitted to the Centre, (except guide dogs) without the prior written consent of the Manager. If consent is granted, the Hirer shall accept the responsibility to ensure that the animals will at all times be under proper supervision.

ADVERTISEMENTS

- No advertisement may be erected or displayed on or within the Centre except with the prior written consent of the Manager. Such consent may be granted subject to such conditions the Manager, in the circumstances, deems appropriate.

COLLECTION OF LOTTERIES, GAMBLING

- No collection shall be taken in or in the immediate vicinity of the Centre without the prior written consent of the Manager.
- No game of chance or skill, sweepstakes or any lottery shall be conducted in or in the immediate vicinity of the Centre without the prior written consent of the Manager.

MARQUEES AND STALLS

- No marquee, stall or similar structure shall be erected in or in the immediate vicinity of the Centre except with the prior written consent of the Manager.

VEHICLE, EQUIPMENT ETC

- A Hirer shall not take or permit any person to take into the Centre or place in the immediate vicinity of the Centre any vehicle, equipment, furniture, fittings or construction except with the prior written consent of the Manager.

FOOD AND REFRESHMENTS

- A Hirer shall not take or permit any person to take into the Centre or place in the immediate vicinity of the Centre any machine, structure or vehicle selling, offering or exposing for sale, any food and/or refreshment or other goods services.

DAMAGES

- The Hirer agrees to pay to the Centre on demand the cost of repairing or making good any damage to the Centre or part thereof arising out of or incidental to the hiring and for the loss of any equipment included or used in association with the hiring.

SUPERVISION

- The Hirer is responsible during the period specified in the Hire Agreement for the supervision and control of all persons, vehicles, and facilities during the period designated in the Hire Agreement and without limiting the generality of the foregoing to ensure that facilities such as changing rooms, toilets and showers are used in a proper and orderly manner and **left in a clean and tidy state after use** and that competitors and officials are appropriately attired (only non-marking shoes are to be worn by competitors whilst using the sports floors).
- The Hirer shall at all times obey the proper instructions of the Manager or other appropriate officers of the Centre.

SERVICE FAULTS

- If a fault or a failure shall occur during a period of hiring in the electricity supply or in the lighting, scoreboards or public address system, the Centre, Council and Manager shall not be liable for any loss or damage occasioned thereby.

PUBLIC LIABILITY INSURANCE

- The hirer shall be the holder of a current Public Liability Policy of insurance in the same name of the hirer providing coverage for an amount at least \$20,000,000. The Public Liability Policy shall be effected with an insurer approved by the principal. The public liability policy shall cover such risks and be subject only to such conditions and exclusions as are approved by the principal and shall extend to cover the Principal in respect to claims for personal injury or property damage arising out of the negligence of the Hirer.

FOREIGN SUBSTANCES

- No confetti is allowed within the Centre or Centre grounds.
- No tape, chalk, resin, silicone, talcum powder or any other substances are to be applied to any floor within the Centre.

SMOKING

- The centre is a smoke free facility.

COVID-19

**Given the changing circumstances and State Government restrictions regarding the COVID-19 Pandemic, Council reserves the right to direct the hirer to alter access or use of facilities without prior notice in an effort to protect public safety and/or comply with State Government restrictions.
Council and Manager shall not be liable for any loss or damage occasioned thereby.**

UNDERTAKING

Iof
hereby make application for use of the Warrnambool Stadium for the dates and times specified and acknowledge having received and read the Terms and Conditions of hire and undertake to be bound by and comply with the Terms and Conditions in every respect and I further undertake to be responsible for ensuring that all individuals or groups using the facility in association with this application comply with the terms and conditions.

SIGNATURE OF APPLICANT: DATE: