

# *The Port Macquarie Sports Stadium*

## Conditions Of Hire



International Facility  
Management Group  
Pty Ltd

### **INTERPRETATION**

In these conditions, unless the context otherwise requires:

- a) “Stadium Permit” means a licence and authority to use the Stadium or such part or parts thereof as are designated for such performances or uses on such performances or uses on such date or dates and between such times as may be specified therein.
- b) “Council” means Hastings City Council.
- c) “The Stadium” means the Port Macquarie Indoor Stadium.
- d) “Manager” includes an assistant or acting manager and any duly authorised or designated officer or servant of the Council.
- e) “Facility” means a part of The Stadium and fixtures, facilities or equipment the subject of the Stadium Permit.
- f) “Hirer” shall mean the person, organisation, company, club, association, league, federation, society, team or other body to which the use of The Stadium or part or parts thereof is granted by the Stadium Permit.
- g) Where herein used words importing the singular number or plural number shall include the plural number and singular number respectively and words importing the masculine gender shall include the feminine or neuter gender.

### **GENERAL**

1. The Manager may cancel -
  - a) A Stadium Permit without notice in the event of any contravention of the Theatres and Public Halls Act, 1908, as amended, and regulations as in force from time to time for the care, protection and management of The Stadium; or
  - b) In the event of any contravention of the Stadium permit by the Hirer or any member of the hiring group or organisation.

2. The Manager may cancel an allocation of The Stadium without notice if The Manager considers the proposed use thereof would cause unnecessary damage to the Stadium or its facilities.
3. In the event that the Manager cancels a Stadium Permit in the manner provided by paragraph 2 hereof the Manager will, upon receiving a written request by the Hirer, refund all moneys received in respect of the hire of the Stadium.
4. In the event that the Hirer of the Stadium charges an admission fee to persons entering The Stadium to view activities therein, the Hirer shall submit to the Manager, within seven (7) days after the use of The Stadium, a Statutory Declaration specifying the following:
  - a) The number of persons attending;
  - b) Admission charges;
  - c) Gross gate takings which will be deemed to include all broadcasting, television and advertising fees and any other moneys received as a direct result of the hire of The Stadium.
5. Failure to submit such a Declaration within the time specified may result in the cancellation or refusal of subsequent Stadium permits.
6. The Hirer shall not sub-let the whole or any part of the Stadium.
7. The Hirer shall not hawk, sell or dispose of or supply anything whatsoever in the Stadium without the written approval of the Manager. The Manager will not unreasonably withhold consent and may grant consent subject to such conditions as deemed appropriate.
8. No electronic equipment is to be used or operated in the Stadium without the prior written approval of the Manager. The Manager shall not unreasonably withhold consent and may grant consent subject to such conditions as deemed appropriate in all the circumstances.
9. The Hirer shall be responsible for all cleaning required following use of the Stadium and such cleaning is to be to the satisfaction of the Manager and if not, the Hirer may be liable to pay the cost of cleaning The Stadium to the Manager's satisfaction.
10. The Hirer shall not permit the bringing into the Stadium or the consumption of any alcoholic beverage during the currency of the Hirer's Stadium Permit without the prior written approval of the Manager. The Manager will only give such written consent if satisfied that the Liquor Act and regulations thereunder will not be contravened.
11. The hirer must vacate the Stadium at the expiration of the time specified in the Permit and if any Hirer shall fail to do so the Hirer may be liable to such further hiring charges as the Manager may determine.
12. Any authorised office of the Stadium shall at all times, notwithstanding any hiring, be entitled to free access to any part of the Stadium.
13. The Manager shall be responsible for the use and operation of the scoreboards within the Stadium and the Hirer shall only be permitted to use the scoreboards subject to prior arrangement and approval of the Manager.

## **APPLICATION AND PAYMENT**

14. An application to obtain a Stadium Permit must be in writing and on the approved form. 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.
15. All applications for hire should be submitted to The Stadium Manager and accompanied by the prescribed hiring charge or deposit. The manager shall, if the period requested is available, reserve that period for the applicant and ensure as far as practicable that the Stadium will be fit for the proposed use during the proposed hiring period.
16. The hiring charge or a deposit must be paid when the Manager accepts a booking. The balance of the hiring charge, if any, must be paid at least fourteen (14) days prior to the date specified.
17. In the event that the hiring charge or a deposit is not paid as specified above, a booking that has been made will be deemed cancelled by the Hirer and The Stadium will not be liable for any loss suffered by the hirer as a consequence of such cancellation.
18. In the event that an application for hire is made within fourteen (14) days or less of the date that The Stadium is required, the hiring charge and deposit must be paid at the time of the application is lodged.

## **CANCELLATION BY HIRER**

19.
  - a) The Hirer may cancel any booking by giving written notice to the Manager.
  - b) Where a booking is cancelled by the Hirer at least fourteen (14) days before the hiring period, any hiring charge, performance bond or deposit paid will be refunded (note that this process takes approximately two (2) weeks and no cash refunds at the Stadium can be paid)
  - c) Any other case:
    - i) The Hirer must pay any expenses incurred by The Stadium;
    - ii) Where a facility or part of a facility can be re-hired, an appropriate refund will be made to the original Hirer.

## **CANCELLATION BY THE MANAGER**

20.
  - a) The Manager may, if The Stadium or any part thereof is unfit for use during any intended hiring period, refuse to make a booking or cancel a booking as the case may be. In the event that a hiring charge or deposit has been paid such moneys will be refunded.
  - b) The Council, The Stadium or the Manager will not be liable in respect of any loss or damage sustained as a result of such cancellation by the Manager.

## **USE OF FACILITY**

21.
  - a) A facility shall not be used for an activity different to that specified on the application form.

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

### **CHARGES**

22.

- a) Charges will be set by Council and subject to variation from time to time.
- b) The Manager may require a Hirer or applicant to lodge a performance bond at the time such booking is made. Such bond will be refundable on demand after the use of the Stadium, provided that the Hirer leaves the Stadium in a clean and tidy condition and undamaged.

### **ADMISSION**

23.

- a) The Manager may refuse to admit and/or have removed from the Stadium, using reasonable force if necessary, any person who is, in the manager's opinion, not conducting them in a proper, orderly or lawful manner.
- b) If any person or persons shall refuse to obey any direction by the Manager requiring them to leave the premises, the Manager may -
  - i) Close the Stadium or facility being used;
  - ii) In the event that the Manager closes the Stadium or Facility as above, the Hirer shall be deemed to have voluntarily abandoned the hiring and as such, will not be entitled to any refund of hiring fees or any part thereof.
  - iii) The Council, the Stadium or the Manager will not be responsible for any loss or damage sustained as a result of the closure.

### **REMOVAL OF FURNISHINGS**

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

### **ANIMALS**

25. No animals, domestic or otherwise, shall be admitted to the stadium, except with the prior written consent of the Manager and if consent is granted, the Hirer shall accept the responsibility to ensure that the animal or animals will at all times be under proper supervision.

## **ADVERTISEMENTS**

26. No advertisement may be erected or displayed on or within the Stadium except with the prior written consent of the Manager. Such consent will not be unreasonably withheld and may be granted subject to such conditions the Manager, in the circumstances, deems appropriate.

## **COLLECTION OF LOTTERIES**

- 27.
- a) No collection shall be taken in or in the immediate vicinity of The Stadium without the prior written consent of the Manager. The Manager will not unreasonably withhold consent and may grant consent subject to such conditions as deemed appropriate.
  - b) No game of chance or skill, sweepstakes or any lottery shall be conducted in or in the immediate vicinity of The Stadium without the prior written consent of the Manager. The Manager will not unreasonably withhold consent and may grant consent subject to such conditions as deemed appropriate.
  - c) No person or persons shall bet or wager in or in the immediate vicinity of the Stadium.

## **MARQUEES, HUTS AND STALLS ETC.**

28. No marquee, hut, stall or similar structure shall be erected in or in the immediate vicinity of The Stadium except with the prior written consent of the manager, such consent not to be unreasonably withheld and subject to such conditions as the Manager may in the circumstances deem appropriate.

## **VEHICLES, EQUIPMENT ETC.**

29. A Hirer shall not take or permit any person to take into the Stadium or place in the immediate vicinity of The Stadium any vehicle, equipment, furniture, fittings or construction except with the prior consent of the Manager, such consent not to be unreasonably withheld and subject to such conditions as the Manager may in the circumstances deem appropriate.

## **FOOD & REFRESHMENTS**

30. A Hirer shall not take or permit any person to take into the Stadium or place in the immediate vicinity of the Stadium any machine, structure or vehicle selling, offering or exposing for sale, any refreshment or other goods services except with the prior written consent of the Manager. Such consent would be subject to such conditions as the Manager may in the circumstances deem appropriate.

The Hirer shall not let or sub-let any section of the Stadium for the sale of food and beverages without the prior consent of the Manager.

The Stadium retains all rights to the sale of food and beverages during any and all events conducted in the venue.

### **DAMAGES**

31. The Hirer agrees to pay to the Stadium on demand the cost of repairing or making good any damage to the Stadium 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**

32. The Hirer is responsible during the period specified in the stadium Permit for the supervision and control of all persons, vehicles and facilities during the period designated in the Stadium Permit 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 such use and that competitors and officials are appropriately attired (only non-mark shoes are to be worn by competitors whilst using the sports floors).
33. The Hirer shall at all times obey the proper instructions of the Manager or other officers of the Stadium.

### **SERVICE FAULTS**

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

### **INDEMNITY AND INSURANCE**

35.
  - a) The Hirer shall indemnify Council for any loss or injuries sustained by any person suffered during the period of the Stadium Permit by executing such form of indemnity as the Council may require.
  - b) The Hirer shall, if so required by the Council, take out a public indemnity insurance policy and provide a copy of such policy to the Manager on demand.