

# PARKS HIRE TERMS AND CONDITIONS OF USE

## 1. Introduction

Mitchell Shire Council manages and maintains parklands for the community to use for recreation purposes. Public Parks are public places and therefore cannot be booked for your exclusive use (except for Goulburn Park rotunda or events).

Park bookings are required if any of the following apply:

- Social gatherings with portable structures being erected such as marquees or jumping castles
- Over 50 attendees
- Commitment ceremony/wedding
- Organised sport and recreation activity

## 2. Definitions

**Ancillary facilities:** Facilities at a park which supports its use. For example shelters, BBQ's, playgrounds, toilets, picnic facilities and car parks.

**Application form:** Mitchell Shire Council Parks Application Form.

**Assignment:** The transfer of usage rights to another party.

**Bond:** A specified amount paid by the hirer along with hire fees for the Park as security against damage to the facility.

**Bookings:** Usage rights formally given by Mitchell Shire Council to use a Park on a Casual or Regular basis at particular times on particular days/dates. Casual bookings are one off activities and may include parties or weddings. Regular bookings are ongoing activities that can occur on a weekly, fortnightly or monthly basis.

**Council:** Mitchell Shire Council (includes staff acting on behalf of Council).

**Crown land:** Crown land owned by the state government.

**Exclusive use rights:** Parks cannot be booked for exclusive use except for the Goulburn Park rotunda or for an event approved via Council's Parks and Reserves Event booking form.

**Hirer:** The individual or group which has been given usage rights for the park by Council.

**Unauthorised use:** Use of a park for any organised activity which requires a booking without having one.

**Usage rights:** Are the rights to use park at the times/days/activity approved and under Mitchell Shire Council Parks Terms and Conditions of Use.

**Venue:** Council Park and ancillary facilities.

### 3. Park Management Arrangements at Mitchell

Council directly manage the majority of public parks in the Shire and are responsible for bookings at these parks.

The Kings Park Recreation Reserve Inc. Committee of Management manages Kings Park in Seymour. The committee is therefore responsible for bookings at Kings Park.

### 4. Bookings

**Additional/changed use:** Should the hirer need to change or vary its usage rights, prior approval must first be obtained from Council.

**Application form:** Is Council's Parks Application Form. It is an application form only and does not confer any usage rights.

**Approved use:** Application forms are assessed and then usage rights are given in writing for specific uses on specific days and times. Such approval does not confer exclusive usage rights (except for Goulburn Park rotunda and events) and Council may at its discretion approve use of the park by other parties.

**Assignment of use:** Hirers are given approval for specific use. These rights cannot be assigned to any other party nor allow any other party the right of use.

**Emergency evacuation:** Where a park is located in an area which could be subject to a bushfire event, the hirer and Committee of Management must have a documented Fire Plan, developed in conjunction with the CFA and Victoria Police, which can be implemented. During emergency events, hirers must comply with any warnings, advices or direction given by emergency service personnel.

**Fees:** Mitchell Shire Council do not charge for park use, unless it is an event or for Goulburn Park rotunda hire. For those bookings that are required to pay a fee, Council introduces new fees on 1 July annually. Hirers will be invoiced based on the fees and charges for the financial year of the date/s of their booking usage.

**Park closures/restrictions:** Council reserves the right to cancel a Park booking at any time if extreme weather, bush fire or other conditions exist which are deemed to pose a public risk. This includes all 'Code Red' fire danger days. In wet or extreme weather conditions or if there has been or is likely to be damage to a park, Council has the right to close or restrict use of the park.

**Payment of fees:** Hirers required to pay a fee and/or bond for their park booking will be invoiced prior to the booking date/s.

**Unauthorised use:** If a group uses any park for an organised activity (which requires a booking) without prior permission, the group will be required to pay a fee. If that group is a regular hirer, such use is a breach of these Conditions of Use. Note: An application for use is not an approval for use. Unauthorised use may also impact on the user's insurance coverage.

**Withdrawal of usage rights:** Council can withdraw or restrict usage rights temporarily or in full if the hirer does not comply with Mitchell Shire Council Park Hire Terms and Conditions of Use.

## 5. Care of Park, Ancillary Facilities, Surrounds and Equipment

**Advertising/Sponsorship signage:** If you intend to erect signage including advertising/sponsorship you must obtain prior written permission from Council.

**Damage/misuse:** Should Council be required to undertake additional cleaning and or repairs as a result of misuse of the park, the hirer/s will be responsible for meeting the costs

**Electrical:** Hirers requiring access to power must notify Council prior to the booking date. Note, not all parks have accessible power.

**Equipment:** Any damage to play space, or other equipment/furniture in the park should be reported to Council immediately.

**Parking/traffic:** Parking is not permitted on parks, footpaths or nature strips and must not obstruct driveways or emergency vehicle access points. For activities likely to attract a larger than usual crowd, the hirer is required to submit a traffic and parking management plan to Council for prior approval.

**Periodic inspections:** Regular inspections of parks are undertaken by Council although it is recommended that hirers inspect the park prior to use to identify any risks/hazards.

**Portable Structures -** Hirers may not erect any structures other than a sunshade (3metre X 3metre maximum size) on the park, or bring equipment into the park other than picnic furniture.

**Storage:** All equipment must be appropriately stored and secured and not present a risk to other users of the park.

**Surface penetration/disturbance:** Irrigation and drainage infrastructure can easily be damaged by pegs, spikes and other items. Please contact Council prior to the booking date if you wish to use pegs or spikes and Council will advise if that is possible. Hirers must not interfere with or adjust any park irrigation systems.

**Trees and vegetation:** Trees and vegetation in the park must not be damaged.

**Vehicles:** Unless responding to an emergency, motor vehicles are not permitted on parks without prior approval from Council

**Waste and litter:** Hirers are responsible for ensuring that all waste and litter generated from their use of the park is cleaned by the end of the booking. Bins are supplied to parks and reserves by Council for general public use, not events. The hire of extra bins for your booking will incur an extra fee. If the park has been left in a poor condition following use or rubbish is left beside park bins, the hirer will be charged a fee to cover extra cleaning costs and waste disposal.

## 6. Risk Management, Compliance and Insurance

**Dangerous goods:** Generally, flammable liquids and gas should not be brought into public parks. If LP gas bottles are brought into the park they must be 'in date', secured, used and stored in accordance with Energy Safe Victoria's *Code of Practice for the Safe Use of LP Gas at Public Events in Victoria*. Use of barbecues is subject to any fire restrictions.

**Emergency procedures:** Should there be a situation where attendance of emergency services (Police, Fire or Ambulance) occurs, at the Hirer's request or otherwise, Council must be informed immediately.

**Emergency vehicle access:** Must be maintained at all times, including to the park **Insurance:**

Public liability insurance is required for incorporated bodies.

□ **Public Liability:** Hirers must have public liability insurance for a sum insured of not less than \$10M in joint names of the hirer and Council. The policy is to be maintained as current during the period of the booking. The policy must indemnify the hirer and the Council from any liability arising out of the hirer's use of the venue, including cover for all activities. Note – Most public liability policies exclude cover for activities such as events, temporary structures, amusement machines, jumping castles, fireworks and other activities considered higher risk. It is vital to check exclusion clauses in the policy. A certificate of currency of the policy stating the level of cover and any exclusion clauses must be provided to Council as part of the application to hire the venue. Hirers must not undertake activities not covered by their Public Liability Insurance

**Indemnity:** The hirer agrees to indemnify and keep indemnified and to hold harmless the Council, its servants and agents and each of them from and against all actions, costs, claims, charges, expenses and damages whatsoever which may be brought or made or claimed against it by any of them arising out of or in any way related to the granting of this licence and/or the use of the park. Council is not responsible for any theft, loss, damage or injury suffered by the hirer or any guest or invitee of the hirer, or any person coming on the premises during the period of hire, and the hirer indemnifies the Council in respect of all claims for loss, damage or injury caused to any person or property during the period of hire, or as a result of the use by the hirer of the venue.

**Keys:** For certain activities hirers may require keys. Council may provide hirers with keys to enable access to gates during the approved use days/times if required. Hirers are responsible for returning all keys at the end of the hire period. Under no circumstances are keys to be loaned to any other party. Hirers are not permitted to change or add locks. Any lost or stolen keys must be reported to Council immediately. Should keys be lost or stolen, the hirer is responsible for any costs, which may include rekeying at the venue.

**Reporting of incidents/accidents:** Incidents or accidents arising out of the hirer's use of the park should be reported to the Council and the hirer's insurance provider (if applicable). Serious incidents should be reported immediately and minor incidents within 7 days. Serious incidents mean that emergency services were required or hospital attendance.

**Risk management:** Hirers are responsible for ensuring that all reasonable precautions are taken to ensure the safety of their group prior to and during the booking time/s. Hirers are responsible for conducting a risk assessment of the park prior to their booking use.

## **7. Safe, Healthy, Inclusive and Respectful Environment**

**Alcohol:** Without a permit, a person must not consume or carry an open receptacle containing liquor at any park between the hours of 12noon and 8pm unless otherwise signed.

**Behaviour:** Hirers are not to conduct or allow to be conducted any activity which could be considered noxious, offensive or immoral. Hirers are not to annoy or create a nuisance of the other park users.

**Compliance with laws:** Hirers must comply with all laws and regulations which may apply to the hirer's use of the park. This includes laws and regulations in place in response to Covid-19.

**Drugs:** Hirers must not bring or use illegal drugs in a public park.

**Equal Opportunity:** Hirers must comply with the requirements of the Equal Opportunity Act 1995 and Disability Discrimination Act 1992, including, if applicable, Division 7 – Discrimination in sport and Division 6 – Discrimination by clubs and club members

**Food:** Hirers/Caterers must comply with the Food Act 1984.

**Gambling, raffles and bingo:** Hirers must comply with all requirements of the Victorian Commission for Gambling and Liquor Regulation and the requirements of any licences or permissions given.

**Illegal activities:** Hirers must ensure that no illegal activity occurs as a result of their use of the park. Illegal activity can include under-age or unlicensed drinking, drug trafficking/use and gambling. Hirers must report any illegal activity to Council promptly.

**Liquor consumption:** Alcohol cannot be consumed in a public place between the hours of 12pm and 8pm, unless on a municipal reserve (e.g. park). If you are holding an event in a public place a local laws permit is required if you would like to consume alcohol. You may need a Liquor Licence if selling or providing alcohol. Hirers should contact Council if selling or providing alcohol.

**Noise:** Hirers must not disturb the local amenity and comply with all requirements under the Environment Protection Act and Regulations. Use of any public address system should only be used to control the event/activities. Commentaries, advertising or music are not permitted over public address systems. No amplified music is permitted without prior permission from Council. Permission will specify the need for compliance with the Act and regulations.

**Protection of children from sexual abuse:** Hirers must comply with the Crimes Amendment (Protection of Children) Act 2014. Since 27 October 2014 it has been an offence for an adult (aged 18 and over) who holds a reasonable belief that a sexual offence has been committed in Victoria by an adult against a child (aged under 16) not to disclose that information to police (unless they have a reasonable excuse). Further amendments introduced, effective 1 July 2015, new criminal offences for failing to protect a child under the age of 16 from the risk of sexual abuse. A person in a position of authority in an organisation will commit an offence if they know of the risk of abuse and have power or responsibility to reduce or remove the risk, but negligently fail to do so.

**Smoke free:** The Tobacco Act 1987 prohibits smoking in any enclosed premises. Smoking is not permitted within Council owned or managed buildings. The Tobacco Act defines an enclosed premises as any room or a premise that is or are substantially enclosed by a roof and walls or any part of them are temporary or permanent and open or closed. The Tobacco Act also bans smoking.

- Within 10 metres of children’s playground equipment and skate parks in outdoor public spaces, and
- Within 10 metres of sporting venues in outdoor public places during an organised underage (persons under the age of 18 years) sporting event.

**Working with Children** – Hirers must comply with the requirements of the Working with Children Act 2005 and that any employees or volunteers required to have Assessment Notices and WWC Check Cards do not undertake ‘child related work’ until these are obtained.

## 8. Maintenance/Works

For parks booked directly with Council any damage, faults, graffiti, vandalism or potential/identified risks are to be reported to Council immediately.

No improvements, alterations, modifications, installations or additions can be made to the venue without prior approval from Council.

## 9. Breach of Terms and Conditions of Use

Council has the right to withdraw or restrict the hirer's rights to use a park if the hirer breaches the Mitchell Shire Council Parks Terms and Conditions of Use. If a bond has been paid, it will not be refunded to hirers who breach the Terms and Conditions of Use.

## 10. Grievance Procedure

If an applicant or hirer feels they have been treated unfairly and is unable to resolve the situation through normal enquiry processes to Council, the following grievance procedures apply –

1. Submit complaint in writing to the Recreation and Open Space Coordinator.
2. The Recreation and Open Space Coordinator will investigate the complaint and circumstances with the complainant and Council officers or other relevant parties.
3. Through negotiation, the Recreation and Open Space Coordinator will attempt to resolve the issue/s.
4. Should there be any outstanding issues, these can be raised with the Manager Active Communities for further investigation and resolution.
5. The Manager Active Communities' decision will be final.

## 11. Communication/Key Contacts

Council will in the first instance contact the hirer (contact person) for all matters related to usage of the venue. If this person is not going to be available an alternate contact should be provided to Council.

### Council's Contacts

Issue	Contact	Phone	Email
After Hours issues or emergencies – before 8.30am and after 5pm weekdays.	Mitchell Shire after hours service	5734 6200	
FASA Agreement/Lease/Licence	Recreation Officer	5734 6477	Recreation@mitchellshire.vic.gov.au
Maintenance Issues	Recreation Officer	5734 6477 5734 6200	Recreation@mitchellshire.vic.gov.au
Bookings and seasonal allocations	Recreation Officer	5734 6477	Recreation@mitchellshire.vic.gov.au
Club or Committee issues	Recreation Officer	5734 6477	Recreation@mitchellshire.vic.gov.au
Complaints	Recreation Team Leader	5734 6239	Recreation@mitchellshire.vic.gov.au