



Room Hire Agreement

Conditions of Use for all Mansfield Shire Properties

These conditions apply to all hirers for legal, insurance, and safety reasons. They also ensure that facilities are maintained and kept in good condition for the benefit of the community. Please read and adhere to the following conditions carefully.

Emergencies

- ▶ All emergencies should be directed to the Property Management Officer at the Mansfield Shire Office during business hours (8:30 am – 4:00 pm, weekdays) or via email at property@mansfield.vic.gov.au
- ▶ After hours, emergencies should be directed to 03 5775 8555.
- ▶ Hirers are required to immediately report any major incidents involving damage or injury.

Refusal to Let and Cancellation by Mansfield Shire Council

- ▶ Mansfield Shire Council reserves the right to refuse or cancel any hire arrangement at its discretion. Hirers accept the cancellation and will have no legal claim for loss or damage. Hire fees will be refunded.
- ▶ This includes cancellations due to the facility being needed for Emergency Relief and Recovery operations during an emergency.

Damage to Premises

- ▶ Hirers are responsible for any damage to fixtures, fittings, and furniture. All damage must be reported, and the hirer will be liable for repair costs or replacements.
- ▶ No signs, advertisements, scenery fittings, or decorations may be fixed to walls, doors, or any other part of the building without prior consent from the Property Management Officer or Mansfield Shire Council.
- ▶ Any deterioration, faults, or hazards observed within the facility should be immediately reported to Mansfield Shire Council to maintain its operational condition

Insurance, Loss and Indemnity

- ▶ The hirer agrees to indemnify and hold Mansfield Shire Council, its staff, and agents harmless against any claims, losses, or damages arising from the hirer's activities or use of the facility.
- ▶ Public Liability Insurance is provided for the hirer during the hire period, but it does not cover participants, performers, or contractors (e.g., a band). The hirer is responsible for ensuring these parties have their own Public Liability Insurance.
- ▶ The hirer must have a minimum Public Liability Insurance coverage of \$20,000,000, as outlined in the "Public Liability Insurance Arrangements" attached to the agreement.

For more information, please contact Property Management Officer by 57758555 or property@mansfield.vic.gov.au.

Restrictions

- ▶ The hirer is permitted to use only the specific areas of the facility that are hired.
- ▶ Smoking is prohibited at all times.
- ▶ The Property Management Officer and Mansfield Shire Council have the discretion to determine the placement of signs, notices, or banners outside or adjacent to the facility.
- ▶ Any special arrangements must be made with the Property Management Officer and Mansfield Shire Council.

Regulations

- ▶ The hirer must comply with all statutory regulations from Federal and State authorities, including those related to public buildings and health.
- ▶ The hirer must comply with Mansfield Shire Council's Fair Access Policy.
- ▶ The Environment Protection Regulations 2021 must be adhered to. In general, noise must not be heard at neighbouring properties:
 - Monday to Friday: before 7:00am or after 9:00pm
 - Weekends and public holidays: before 9:00am or after 11:00pm
- ▶ A temporary liquor license is generally not required for private events where liquor is provided free of charge. However, a license is necessary if liquor is sold or purchased, or if provided through a catering company.

Cancellations

- ▶ A minimum of 48 hours' notice is required for cancellations. Failure to provide notice will result in a charge equivalent to the hire period. Refunds must be negotiated directly with the Property Management Officer.
- ▶ The Property Management Officer reserves the right to cancel bookings for special events.

Conduct of Hirers

- ▶ No obscene, insulting language or disorderly behavior will be tolerated, nor will any damage to property be allowed.
- ▶ Hirers receiving keys must sign a Key Register and will be charged a fee if keys are lost or damaged. Keys for single-use events must be returned to Customer Service during office hours or placed in the after-hours letterbox.
- ▶ No games of chance involving money as a prize are permitted.
- ▶ The hirer may not sub-let or transfer tenancy without written consent from the Property Management Officer and Mansfield Shire Council.
- ▶ The hirer is responsible for ensuring their members adhere to these conditions.

Cleaning

- ▶ The hirer is required to leave the facility tidy, with all fixtures and utensils in good order. Appliances should be cleaned, and used utensils should be washed, dried, and put away.
- ▶ Rubbish must be placed in the appropriate bins immediately after use

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- ▶ Regular bookings may incur additional cleaning costs.
- ▶ Hirers must protect floor areas from stains or damage, and a cleaning charge may apply for heavy-duty cleaning (e.g., mopping, cleaning toilets, kitchen).

Disputes

- ▶ Any disputes regarding the interpretation of these conditions will be addressed through discussion. However, the decision of Mansfield Shire Council is final.

Hirer Fee(s)

- ▶ The agreed hire fee will be invoiced upon confirmation of the booking, or as per Lease/Licence Agreements, and payment is due within 30 days.
- ▶ Cheques should be made payable to MANSFIELD SHIRE COUNCIL.

Seating

- ▶ The hirer is responsible for organizing table and seating arrangements, ensuring that any moved furniture is returned to its original position

Tea and Coffee

- ▶ The hirer is responsible for providing their own refreshments.

Conditions of Use for Sporting Reserves:

These conditions of use are for all hirers and exist for legal and insurance reasons. They also exist to ensure safety of the users and to make sure the facilities are maintained and kept in a good condition for the benefit of the whole community. Please read carefully and observe the conditions specified.

- ▶ No stakes or pegs may be driven into the grassed area, and vehicles are prohibited from crossing the grass unless prior approval is granted by the Council's Parks & Gardens Supervisor, or their representative. Any enquiries should be directed to the Mansfield Shire Council Property Management Officer on 03 5775 8555 during business hours 8.30am – 4.00pm weekdays or email property@mansfield.vic.gov.au
- ▶ Damages resulting from inappropriate activities will be charged to the hirer.
- ▶ The hirer is responsible for non-permanent ground markings on ovals and must comply with Council requirements for line marking. Permanent ground markings will only be performed by the Council on a fee-for-service basis.
- ▶ The hirer must ensure the facility is clean and tidy, removing waste immediately to the appropriate bins.
- ▶ The Hirer must provide competent attendants and supervisors to ensure efficient supervision and safety of all participants and visitors within the facility during the Hire Period. This responsibility extends to all participants, spectators, invitees, guests, officials and visitors associated with the hire.
- ▶ A copy of this agreement must be available for viewing by any member of the Victoria Police or authorised officer of Council.
- ▶ Alternative arrangements are the responsibility of the nominated representative should any authorised Council Officer deem the site conditions inappropriate for the activity.

No alterations of the reserves including maintenance are to be undertaken without the consent of an authorised Council representative.

Conditions of Use for Stadiums:

- ▶ Hirers must immediately notify the Council of any maintenance issues requiring attention. In the event of vandalism, the hirer should report it immediately for emergency maintenance.
- ▶ Council reserves the right to cancel or postpone confirmed bookings for special circumstance. The user will abide by all of the Council's policies concerning signage and other regulations.
- ▶ Hirers must ensure:
 - Smoking does not occur inside any buildings at any time.
 - Smoking does not occur at or within 10 metres of an underage sporting event.
 - Smoking does not occur at or within 10 metres of a skate park or playground.
 - Smoking does not occur at or within 10 metres of a sporting venue/facility.
- ▶ Alcohol is not consumed during junior activities.
- ▶ Compliance with all relevant Local Laws, the Liquor Control Act, the Health Act, Public Building Regulations and all other regulations relating to the care, protection and management of the premises as a Council facility.
- ▶ Penalties: A penalty may be applied for any breach of these conditions.
- ▶ Unauthorized Use: Unauthorised use of the Stadium (without a confirmed and valid booking form or running sessions outside the specified times on the booking form) will result in a charge for the full day's hire of the facility.
- ▶ Token Issuance: A token will be issued to the designated person(s) responsible for the booking and hire of the facility. The designated person(s) must complete the 'Mansfield Shire Council Key Sign Out' form and agree to all terms and conditions.
- ▶ Lost, Misplaced, or Stolen Tokens: In the event that a token is lost, misplaced, or stolen, the hirer agrees to notify the Property Management Officer immediately. The hirer is responsible for covering any costs or expenses incurred due to the loss, theft, or misplacement of keys.
- ▶ Dual Court Stadium: The Dual Court Stadium is divided into four separate hireable sections: Court 1, Court 2, the Community Meeting Room, and Storage. Regular users receive discounted rates. To qualify for regular user status, the hirer must make a minimum of four consecutive bookings.
- ▶ Timber Sports Floors: The hirer must ensure that the timber sports floors of the Stadium are protected from damage throughout the hire period. This includes applying appropriate control procedures during the setup and pack-up of equipment, as well as during the entry and exit of vehicles and displays. No hard surfaces (e.g., metal table and chair legs) should come into contact with the floorboards without protective rubber caps. The hirer agrees to cover any costs for cleaning or repairs required due to damage to the timber sports floors.

Appropriate Footwear

The Hirer is responsible for ensuring that all participants under their supervision wear appropriate, non-marking footwear while on the court during the Hire Period.

Acceptable Footwear:

- Non-marking-soled shoes, such as:
 - Basketball shoes
 - Running shoes
 - Cross-training shoes

Unacceptable Footwear:

- Marking-soled shoes, such as:
 - Dunlop Volleys
 - Football boots
 - Shoes with black soles
 - Skateboarding shoes (e.g., Globe, Vans, Etnies)
 - Casual or slip-on shoes
 - Converse All Stars, Nike gym shoes, boots, or similar styles
 - High heels (not permitted at any time in the Complex, as they can damage surfaces)

Stadium staff, including Project Management Officers and Council staff, have the right to deny access to the court area if inappropriate footwear is worn until suitable footwear is obtained.

Access to the courts in bare feet or socks is not permitted, and the Council will not be held responsible for any injuries resulting from such actions.