



Mansfield Sporting Complex Booking Form 2020-21

Please carefully read and complete the following details including the hire agreement attached.

Forms are to be forwarded to the Property Management Officer, by emailing the form to council@mansfield.vic.gov.au. Alternatively hard copy forms can be dropped at the Mansfield Shire Council Municipal Office.

A minimum 48 hours' notice is required when making bookings. On approval of your booking, you will be notified by Council and arrangements made for access to the premises.

Hirer (group/club/business): _____

Nominated Representative: _____

Are you a Not for Profit group or Commercial Operator (please circle below):

Not for Profit Commercial operator

Contact details:

Phone: _____ Mobile: _____ Fax: _____

Email address: _____

Postal Address: _____

Public liability Insurer: _____ **Policy Number:** _____

Please attach proof of insurance.

Circle to indicate area/s required for hire:

STADIUM (Basketball court)

DRAMA ROOM

Activity to be conducted: _____

Number of Participants (including supervisor/s): _____

Do you require storage for equipment?

YES/NO

Mansfield Sporting Complex

TERMS OF USE AGREEMENT

The Mansfield Sporting Complex is hired pursuant to the following conditions. Use of the facility implies acceptance of the terms and conditions hereby stated.

Insurance

The Hirer shall at all times during the Hirer Period, be the holder of a current public liability policy of insurance which provides coverage for a minimum amount of \$20 million per single event ("Public Liability Policy"). The public liability policy shall cover such risks and be subject only to such conditions and exclusions as are approved by the Council. A copy of the policy and certificate of currency must be provided to the Council prior to the commencement of the Hire Period.

Indemnity

The Hirer agrees to indemnify and to keep indemnified the Council, its employees and agents, and each of them, from and against all actions, costs, claims, charges, expenses, penalties, demands and damages whatsoever which may be brought or made or claimed against them, or any of them, in connection with the Hirer's use of the Hired Area or any other activities of the Hirer at the Stadium. The Hirer indemnity shall be reduced proportionally to the extent that any act or omission of the Council, its employees or agents, contributed to the loss or liability.

Duty of Care

The Hirer is responsible, during the Hire Period, for the supervision and control of ALL persons who enter the stadium. Persons under the age of 18 cannot be left within the facility without the supervision of a responsible adult. This responsibility extends to all persons including participants, spectators, invitees, guests, officials and a visitor associated with the hire, and includes all facilities, such as foyers, meeting rooms, change rooms, toilets and store rooms.

- Any injuries that occur to person/s whilst using the Complex must be reported to the Property Management Officer (PMO) as soon as possible. An incident report must be completed and by the person responsible for the session. It is the responsibility of each hirer to provide and store their own first aid equipment.
- At the cessation of each hire session it is the responsibility of the Hirer to ensure the premises, including floors and change areas, are left in a clean and tidy condition. All stadium equipment, including furnishings, are to be returned to their original storage; rubbish is to be placed in the bins provided; and all equipment not belonging to the complex must be removed.
- Council's contract cleaner will be engaged to clean the premises (post special events only) at a minimum cost to the hirer of \$156.00. The cleaning fee will be added to the admission fee invoice, and will be determined based on the time required to bring the facility back to the agreed condition.

- The Hirer agrees to be responsible for any maintenance costs incurred as a result of participants or activities undertaken during the hire period.
- Hirers are required to provide their own sporting/event equipment, this extends to badminton/netball poles, protective padding and first aid equipment.
- No equipment belonging to the Mansfield Sporting Complex is to be removed from the building without the prior authorisation of the PMO.
- The Mansfield Sporting Complex will not be responsible for any expenses incurred by the Hirer.
- The stadium is not to be used by the hirer at any time that is not specified in the above dates listed. Mansfield Shire Council reserves the right to terminate the usage agreement should this be breached.
- The hirer is responsible for ensuring all doors & windows are securely locked and lights turned off before leaving the premises. The hirer agrees to incur all costs associated as a result of failing to complete the above.

Price Structure:

The Mansfield Sporting complex is divided into two separate hireable sections. The Main Stadium (basketball court) being one, the Drama Room the other. The sporting complex and drama room also prices lower for regular complex users. A regular user status can be achieved by making a minimum of four consecutive bookings.

As outlined in the table below, there are separate rates for 'Not for Profit' groups and 'Commercial operators.' Proof of 'Not for Profit' status will be required when submitting this booking form. The 2020-21 financial year rates for the Mansfield Sports Complex are:

Description	Unit	2020-21 rates
Main Stadium - Not for Profit Organisation		
Casual use	per hour	\$0.00
Regular use (4+ week booking)	per hour	\$0.00
Special events - all day	per day	\$0.00
Special events - two days	per 2 days	\$0.00
Refundable bond (Special events only)	per event	\$520.00
School usage (Mansfield Secondary & Mansfield Primary only)	per hour	\$24.50
Main Stadium - Commercial Operator		
Casual use	per hour	\$0.00
Regular use - (4+ week booking)	per hour	\$0.00
Special events - all day	per day	\$0.00
Special events - two days	per 2 days	\$0.00
Refundable bond (Special events only)	per event	\$520.00
Drama Room - Not for Profit Organisation		
Casual use	per hour	\$0.00
Regular use - (4+ week booking)	per hour	\$0.00
Special events - all day	per day	\$0.00
Special events - two days	per 2 days	\$0.00
Refundable Bond (special events only)	per event	\$182.00
School Usage (Mansfield Secondary & Mansfield Primary only)	per hour	\$24.50
Drama Room - Commercial Operator		
Casual use - daytime up to 6:00pm	per hour	\$0.00
Regular use - (4+ week booking)	per hour	\$0.00
Special events - all day (10 hours)	per day	\$0.00
Special events - two days	per 2 days	\$0.00
Refundable bond - (Special events only)	per event	\$260.00

Store rooms/storage cupboards	Unit	2020-21 rates
Store room #1 (small <5m)	Per annum	\$191.00
Store room #2 (large >10m)	Per annum	\$364.00
Store room #3 (small <5m)	Per annum	\$191.00
Store room #4 (medium 5m-10m)	Per annum	\$287.00
Lockable cupboards in store room #5	Per month	\$11.00
Lockable cupboards in foyer	Per month	\$11.00

General fees	Unit	2020-21 rates
Key Replacement	Per Key	\$62.00
Cleaning fee. Additional charges at a cost recovery basis.	Minimum charge	\$156.00

Minimum Booking

The minimum booking for both the main stadium and drama room is one hour. Any bookings lasting for a period less than one hour will be charged for the full hour. Booking times can only start and finish on a quarter hour basis.

Unauthorised Use

Unauthorised use of the Sports Complex (without a signed and valid booking form and/or running sessions outside of the times specified on the booking form) will be charged for the full day's hire of the facility.

Tokens

A token will be issued to a designated person/s responsible for the booking and hire of the facility. The designated persons must complete the '*Mansfield Shire Council Key Sign Out*' form and agree to all terms and conditions.

In the event a token is lost, misplaced or stolen, the hirer agrees to notify the PMO immediately. The Hirer agrees to pay any costs or expenses incurred as a result of lost, stolen or misplaced keys.

Appropriate footwear

The Hirer is responsible, during the Hire Period, to ensure that all participants under their supervision and on the court area WEAR APPROPRIATE, NON-MARKING FOOTWEAR.

Appropriate footwear includes NON-MARKING soled:

- Basketball shoes
- Running shoes
- Cross training shoes.

Inappropriate footwear includes any MARKING soled:

- Dunlop volleys
- Football boots
- Black soled shoes
- Skateboarding shoes (i.e. Globe, Vans, Etnies, etc)
- Casual or slip on shoes
- Converse 'All Stars'/Nike gym shoes/boots or other branded versions of these styles of shoes.
- Heels are not to be worn at any time in the Sports Complex as they will severely scratch and dent the floor boards.

Complex staff (PMO, Council staff) reserves the right to ban any user with inappropriate footwear from accessing the court area until suitable footwear is obtained. Access to the courts in bare feet or socks is not recommended and the Council will accept no responsibility for injury caused by such action.

Smoking and Alcohol

Smoking is prohibited in all areas of the Complex and within the Complex grounds. This ban must be enforced by the Hirer at all times during the hire period for their participants and spectators. No alcohol is permitted to be brought into the Complex at any time during the Hire Period (special events with approval liquor licensing may be exempt).

Timber sports floor protection

The Hirer must ensure that the timber sports floors of the Complex are protected at all times from damage during the Hire Period. Without limiting the Hirer's obligations under this clause, the Hirer must establish and apply appropriate control procedures during set up and pack up of equipment, and the entry, exit positioning of vehicles and displays. No hard surfaces (such as metal table and chair legs) are to be placed on the floorboards without the protection of a rubber cap.

The Hirer must pay, on demand, for any cleaning necessitated by damage to any timber sports floors.

Damages

The Hirer must, on demand, of any costs incurred by the Council to repair or make good any damage to the Complex (including any loss of equipment) arising out of or incidental to the Hire.

Cancellations

In the event a group booking is to be cancelled prior notice of 48 hours must be received by the PMO. Charges equivalent to the hire period will be incurred in the event that notice of said cancellation is not provided by the Hirer. Refunds are to be negotiated directly with the PMO. The PMO reserves the right to cancel bookings to enable special events to be staged within the premises.

Accounts

Invoices will be issued at the end of the calendar month. Terms of payment is fourteen days. Cheques are to be made payable to: MANSFIELD SHIRE COUNCIL

Declaration

I have read and understood the above agreement and hereby agree to abide by the policies as stated.

Name (in block letters): _____

Organisation _____

Signed: _____ Dated: _____

Checklist before submitting booking form:

- 1) All proposed dates and times for hire have been clearly entered
- 2) The terms of use agreement and fee structure have been clearly read
- 3) Proof of public liability insurance has been attached
- 4) The booking form has been signed and dated by an authorised person of the hiring organisation/club