

	District Council of Peterborough PERMIT – FACILITY HIRE MAX HAMS SPORTING COMPLEX	Version No.	1.0
		Issued	Aug 2024
		Review Date	

This Permit Application is for people who wish to hire the Max Hams Sporting Complex for either a sporting / fitness activity or private function.

The sporting hall has line markings and posts/nets of a full basketball court. Other sport line-markings are available – please enquire for details.

1. PERMIT HOLDER DETAILS

Organisation/Individual:

Address:

Contact Person:

Position:

Telephone:

Email:

2. PURPOSE OF HIRE

Activity Name:

Description:

Date/s: From To

Times: Start am/pm Finish am/pm

Site Preparation: Date Time

Site Vacated: Date Time

Estimated Attendance:

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3. INSURANCE

Does the Permit Holder have public liability and professional indemnity insurance (minimum \$20 million) to cover the permit period and purpose of hire / activity? **YES / NO**

If yes: Please attach a copy of the Certificate of Currency **Attached YES / NO**
Please note – sporting and fitness hire, must have own insurance

If no: A surcharge will apply, to utilize Council's Casual Hirers Insurance
(See Note 2 of General Conditions)

4. FACILITIES

Will access to any of the following be required:

Canteen: **YES / NO**

Toilets: **YES / NO**

Showers / dressing rooms: **YES / NO**

Evaporative Air Conditioning: **YES / NO**

5. NOISE

Will your permit period include amplified music, presentations or speeches etc? **YES / NO**

If YES, please provide details including what will be amplified, volume and times:

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6. ALCOHOL (if applicable)

Will alcohol be provided during this permit period? **YES / NO**

Is the alcohol being sold? **YES / NO**

If NO, move to section 7.

If YES, has an application for a Liquor Licence been made? **YES / NO**

On what date? **Date:**

Has it been approved and issued? **YES / NO**

Please provide a copy **Attached YES / NO**

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7. FOOD and DRINK

Private Gatherings:

It is the Permit Holder's responsibility that as a general requirement, all food handlers take reasonable measures not to compromise the safety and suitability of food.

Sale of Food during the hire (Food Act 2001 applies):

Whilst not compulsory, it is advisable that the Permit Holder seeks proof of compliance, ie a copy of a current Food Safety Inspection Form, from all food and drink sellers during the hire.

PLEASE NOTE: It is the Permit Holder's responsibility as per the Food Act 2001, Division 4, subdivision 1 (13), that as a general requirement, food handlers take all reasonable measures not to compromise the safety and suitability of food.

Will food and drink be served during this hire?

YES / NO

Please supply any other relevant information regarding your activity:

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8. THE ISSUING OF THIS PERMIT IS SUBJECT TO:-

- The Permit Holder agreeing to the **General Conditions** of the permit as contained herein.
- The Permit Holder agreeing to all **Special Conditions** which the Council may determine.
- The Permit Holder paying the prescribed fees.
- The Permit Holder providing to the Council evidence of all insurances (if applicable) as required by either the **General Conditions** and/or the **Special Conditions**.
- A copy of this document signed for the Council has been returned to the Permit Holder

THE PERMIT HOLDER IS TO:

- Comply with all reasonable directions given by any employee or officer of the Council in relation to the Permit and any activities carried out under this Permit.
- Ensure that at all times during the term of this Permit, it will hold the necessary permissions, certificates and other authorisations required to undertake the proposed use, which must be provided to the Council upon request.
- Ensure that for the duration of this Permit that the area is kept in a clean and tidy state with any of the Applicant's waste, rubbish or unused or excess materials removed or otherwise disposed of.
- Ensure that **non-marking or damaging footwear is not allowed** on the Stadium floor.

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9. GENERAL CONDITIONS

1. Indemnifications and Release

- The Permit Holder is to indemnify and release the Council, its employees and/or agents against all actions, costs, claims and demands for injury, loss or damage arising out of any negligent act or omission of the Applicant in relation to any activities under this Permit or arising out of breach of any condition attached to this Permit.
- The Permit Holder agrees that the Council will have no responsibility or liability for any loss or damage to the Permit Holder's fixtures or fittings or personal property.

2. Public Liability Insurance – If the Permit Holder answered 'Yes' in Section 3, the Permit Holder shall take out and keep current a Public Liability Policy of insurance for the minimum sum of \$20,000,000 where requested or required.

If the the Permit Holder answered 'No' in Section 3, in paying the prescribed fees & surcharge, the Permit Holder will be covered by a general public and products liability insurance policy – Council's Casual Hire Insurance.

3. Disclosure and Evidence of Policy (where applicable)

- The Permit Holder must not commence to use the Area until evidence of the Public Liability Insurance policy is given to the Council.
- The Permit Holder will advise the Council immediately if the Public Liability Insurance policy lapses or is cancelled, and of any replacement or substituted policy taken out by the Permit Holder.
- The Permit Holder must provide the Council at the commencement of the Permit, or at other times when any other insurance is effected, with a copy of a Certificate of Currency for Public Liability Cover from their Insurance provider.

5. Standards - During the period in which this Permit is current the Permit Holder must comply with all applicable industry or health and safety standards, current Australian Standards or any applicable Codes of Practice. The Permit Holder must ensure that the activity to be carried out by this Permit is conducted in a safe and responsible manner.

6. Compliance with Statutory Requirements

- The Permit Holder must comply with any Act of Parliament, regulation or by-law relating to the use of the Area.
- Wherever there is any cost involved in complying with the preceding requirements, the Permit Holder will be responsible for payment of those costs.

7. The Permit Holder, where appropriate, shall ensure that it is licensed or registered to carry out the described activity.

8. The permit is not transferable.

9. Key/s to be collected and returned during normal office hours.

10. If applicable, the Permit Holder is required to pay the correct hire rate, as set out in Council's Fees and Charges Schedule. Council reserve the right to consider special circumstances on a case-by-case basis.

11. The Permit Holder is responsible for all activities held during the Permit period.

12. The Permit Holder is responsible for ensuring that any providers of services, stalls, etc, external to the Permit Holder's insurance, have the appropriate insurance and licences.

13. Non-marking and/or damaging footwear, ie high/stiletto heels, are prohibited in the Stadium Hall.

14. The use of talcum powder, chalk, oils, sawdust, resin, cloth tape or other similar materials on the sports floor is strictly prohibited. Tape and markings are prohibited unless prior approval in writing has been given by Council. If the sports floor is scratched or damaged by the event as a result of the booking, the Permit Holder shall be charged for any restoration costs.

15. Food and Drink – Preparation of food and drinks is not permitted in the Hall. Consumption is permitted in the Hall.

16. To help keep the Stadium clean and tidy, no chewing gum is allowed inside the Stadium.

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17. The Permit Holder shall notify the Council at the time of application, if alcohol is to be served during the period of the permit. A Liquor Licence must be obtained by the Permit Holder if required by law.
18. The Permit Holder shall ensure that any breakages of glass or spillage of food, drink or other substances are cleaned up immediately. Breakages of any Council owned equipment must be reported to Council as soon as possible and replacement or repairs shall be at the cost of the Permit Holder.
19. The Permit Holder shall ensure that the facility is left in a clean and tidy condition at the end of the event, with all rubbish to be disposed of after use. Wheelie Bins are supplied. The Council will recover the cost of cleaning and rubbish disposal from the Permit Holder if not.
20. The use of the following items is strictly prohibited inside the Stadium Hall: henna ink, confetti, glitter, nails and screws.
21. The Permit Holder shall ensure that all doors and windows are securely fastened, lights extinguished and air conditioning turned off when leaving the Stadium. The Permit Holder is requested to notify Council of any broken or faulty doors, windows, lights and other furniture and equipment.
22. All appliances must be switched off on vacating the Stadium. Sinks are to be emptied and cleaned, and all canteen surfaces to be cleaned and wiped.
23. The Permit Holder is responsible for the use of the facility, including the loss or damage to fixture, fittings and equipment. Repairing and/or replacing any damaged furniture, fixtures, fittings and equipment, and inventory items will be the responsibility of the Permit Holder. The Council will recover the cost of such repair and replacement from the Permit Holder.
24. The use of power by Permit Holders shall not exceed that agreed to and approved by the Council.
25. In the event of an emergency, the Stadium and all areas in use are to be evacuated, Emergency Services notified immediately, and Council notified as soon as possible. No-one is to re-enter facilities until given the all clear by emergency services or Council management.
26. Event Management – Your application may require further documentation, such as a risk assessment etc, depending on the nature of the event or activity. You will be notified as soon as possible if there is a need.
27. Normal hire charges may be applied if a cancellation is not received at the Council office at least seven days prior to the reserved date.
28. This Permit may be revoked by Council if the Permit Holder fails to comply with a condition of the Permit and may be revoked in any other justifiable circumstance.
29. Contractual Rights Only - This Permit does not confer on the Permit Holder any exclusive right, entitlement or interest in the Area.
30. Interpretation - In this Permit reference to: -
 "The Council" includes its members, employees and agents.
 "The Permit Holder" include its employees and agents.

SPECIAL CONDITIONS 1 - FITNESS / SPORTING ACTIVITY

1. Fitness groups and personal applicants providing fitness services, activities and/or instruction to people and receiving a commercial benefit must:
 - a. Provide evidence of current public liability insurance policy to a minimum of \$20,000,000.00 (20 million dollars); and
 - b. Provide evidence of current professional indemnity insurance to a minimum of \$5,000,000.00 (5 million dollars).
2. Provide evidence of registration with a recognised fitness peak body such as Fitness Australia or Physical Activity Australia relevant to intended activities.
3. Applicant must have a mobile phone at each session in case of emergency.
4. It is preferable that the applicant has a current Senior First Aid certificate.
5. Applicant is responsible for the behaviour of their clients.

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In making this application the Permit Holder agrees to be bound by the conditions of the Permit and declares that the particulars provided by the Permit Holder with regard to the proposed hire period are true and correct. The person signing warrants he/she has authority to bind the Permit Holder for that purpose.

Additionally, if there are Special Conditions imposed, the Permit Holder will adhere to them.

SIGNED FOR AND ON BEHALF OF THE ORGANISER:

Signature: Date:

Name: Position:

COUNCIL AUTHORISATION:

Permit Hire: Approved / Denied Reason for denial:

Other Permits/Licences Required: YES / NO *ie recognised Fitness Body*

Insurance Supplied: YES / NO *(Fitness: \$20M Pub Liability + \$5M Prof Indemnity)*
(Not required: weddings, small ceremonies etc)

Insurance Surcharge Paid *(if applicable)*

Fees to be Paid *(if applicable)*:

Is Event Management Plan required: YES / NO _____

Keys Issued: YES / NO Date Issued:

Copy given to Permit Holder: YES / NO

SPECIAL CONDITIONS OF PERMIT REQUIRED BY COUNCIL:

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SIGNATURE: _____ NAME: _____

POSITION: _____ DATE: _____

(Signed for and of behalf of the Council) _____