

Bridgestone Athletics Centre Hire Permit



Organisation Name (Item 1): _____

Contact Person: _____ Phone number: _____

Postal Address: _____

Email Address: _____

Name of current Public Liability Insurer: _____

Facility Booking Date (Item 2): _____ Facility access time: _____

Event duration: _____ to _____

- Full Day Booking Half Day Booking (please indicate below)
- 9am – 12pm 12pm – 3pm 3pm – 6pm

Number of expected Participants (including estimated spectators):

Facility requirements (Item 3):

- | | |
|--|---------------------------------------|
| <input type="checkbox"/> 400m running track / 100m sprints | <input type="checkbox"/> High Jump |
| <input type="checkbox"/> Discus | <input type="checkbox"/> Hurdles |
| <input type="checkbox"/> Shotput | <input type="checkbox"/> Hammer Throw |
| <input type="checkbox"/> Long Jump | <input type="checkbox"/> Triple Jump |

Kiosk Requirements

- Full kiosk operations Snack food only / No hot food

Invoice to:

Name: _____

Email Address: _____

Invoice cost: (calculated from expected Participants)

Full Day

- \$595 (Under 200) \$695 (200-400) \$795 (401-600) \$995 (Over 600)

Half Day

- \$295 (Under 200) \$345 (200-400) \$395 (401-600) \$495 (Over 600)

Additional fees

- \$400 (Weekend levy) \$200 (half day Weekend levy)

Invoice Total:

Terms and Conditions:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Permit unless the context otherwise requires:

- 1.1.1 **Applicant** means the entity specified in Item 1 and where the context permits includes the employees, agents and invitees of the Applicant.
- 1.1.2 **Application** means the application made by the Applicant for the granting of this Permit.
- 1.1.3 **Activity** means the activity approved by this Permit and described in Item 3.
- 1.1.4 **Council** means the City of Salisbury ABN 82 615 416 895 of 12 James Street, Salisbury SA 5108 and includes its members, employees agents and authorised representatives.
- 1.1.5 **Facility** means the Bridgestone Athletics Centre.
- 1.1.6 **Legislation** includes any relevant Statute or Act of Parliament (whether State or Federal) and any regulation or by-law including by-laws issued by any local government body or authority.
- 1.1.7 **Permit** means this permit granted by the Council to the Applicant for the Activity.
- 1.1.8 **Statutory Requirements** means all relevant and applicable Legislation and all lawful conditions, requirements, notices and directives issued or applicable under any such Legislation.
- 1.1.9 **Structure** means any structure fixture fitting or property erected and/or installed in or on the Facility by the Applicant including of a temporary nature.
- 1.1.10 **Time of Use** means the period described in Item 2.

1.2 Interpretation

- 1.2.1 words importing the singular embrace the plural and words importing one gender shall embrace the other gender and vice versa respectively;
- 1.2.2 any reference to a person shall be deemed to include a corporate body and vice versa;
- 1.2.3 all moneys payable by the Applicant to the Council under this Permit shall be recoverable as a debt;
- 1.2.4 headings are for convenience of reference only and shall not affect the construction or interpretation of this Permit;
- 1.2.5 a reference to an Item is a reference to an item of the Schedule;
- 1.2.6 a reference to the Schedule is a reference to the schedule attached to this Permit.

2. GRANT OF PERMIT

In consideration of payment of the Permit Fee, the Council authorises the Applicant to use the Facility for the Activity during the Time of Use.

3. APPLICANT'S COVENANTS

The Applicant expressly agrees with the Council that the Applicant must comply with the terms and conditions of this Permit as follows:

3.1 Fee

The Applicant must pay to the Council the Permit Fee and the parties acknowledge that except as otherwise provided in this Permit the Permit Fee is inclusive of all utilities consumed by the Applicant during the Time of Use.

3.2 Permits, certificates, licences, authorisations etc

3.2.1 The Applicant must provide to the Council prior to using the Facility or commencing the Activity a copy of all permits, certificates and any other authorisations which may be required from the Council or some other governmental, civic, or municipal authority to undertake the Activity including but not limited to an Australian Prudential Regulatory Authority licence for the broadcast of music.

3.2.2 The Applicant must not:

3.2.2.1 serve, sell or provide to persons; or

3.2.2.2 consume or allow persons to consume;

alcohol or alcoholic beverages in or on the Facility without the Council's prior approval and if legally required a liquor licence for the sale and /or consumption of alcohol a copy of which must be provided to the Council prior to using the Facility or commencing the Activity.

3.2.3 The Applicant must not:

3.2.3.1 serve, sell or provide to persons;

external food and beverages in or on the Facility without the Council's prior approval

3.3 Indemnity & Release

3.3.1 The Applicant indemnifies the Council from and against all actions, costs, claims and damages, which may be brought or claimed against the Council arising out of or in relation to the Activity or the granting of this Permit.

3.3.2 The Applicant releases the Council from any liability or claim resulting directly or indirectly from any accident, damage, loss or injury occurring or arising from the Activity or the use of the Facility except where any action, cost claim or damage is caused by the negligence or default of the Council its officers, employees or its agents.

3.4 Public Liability Insurance

3.4.1 The Applicant must effect and maintain a public liability insurance policy from a reputable insurer in the name of the Applicant and noting the interests of the Council as owner of the Facility for the minimum amount of **TWENTY MILLION DOLLARS (\$20,000,000.00)** per claim

or such other amount as the Council may reasonably require from time to time and such policy must;

3.4.1.1 bear an endorsement from the insurer indicating the insurer accepts the indemnity given by the Applicant to the Council under clause **Error! Reference source not found.**; and

3.4.1.2 cover the injury, loss or damage to persons or property arising directly or indirectly from;

(a) the Activity; or

(b) the use of the Facility.

3.4.2 The Applicant must not commence the Activity until the Applicant has provided to the Council a copy of the public risk insurance policy specified in clause **Error! Reference source not found.**

3.5 **Compliance with Statutory Requirements**

The Applicant must at its own cost and expense comply with any Statutory Requirements relating to the Activity and the use of the Facility including but not limited to the installation and use of any Structure.

3.6 **Authorised Use**

3.6.1 The Applicant must not undertake any activity or allow the Facility to be used other than in accordance with this Permit including but not limited to permitting any unlawful activity to take place in or on the Facility.

3.6.2 The Applicant acknowledges that the following are not permitted in or on the Facility at any time without the Council's prior written consent:

3.6.2.1 Vehicles;

3.6.2.2 Horses (and similar animals); and

3.6.2.3 Fireworks.

3.6.3 The Applicant must not install or erect a Structure without the Council's prior approval.

3.6.4 The Applicant must not affix any signs on in or to the Facility without the Council's prior approval.

3.7 **Maintain condition of Facility and Equipment**

3.7.1 The Applicant must at its own cost and expense during the Time of Use keep the Facility in a good, safe and clean condition to the Councils satisfaction and comply with all reasonable requests of the Council in relation to the Facility.

3.7.2 If the Applicant does not maintain the Facility in accordance with its obligations under clause **Error! Reference source not found.** the Council may carry out any such maintenance and the Council shall be entitled to recover any costs incurred in doing so from the Applicant.

3.8 **Damage**

3.8.1 The Applicant must when;

3.8.1.1 undertaking the Activity; and

3.8.1.2 using the Facility;

3.8.2 Take all reasonable precautions to avoid damage to the Facility or any land or buildings in the immediate vicinity of the Facility and must notify the Council of any damage or potential hazards within a reasonable time of the Applicant becoming aware of them.

3.8.3 Enforce the usage of appropriate footwear on the tracks. Athletics shoes must be conical in shape and no more than 7mm; No needle or pin spikes are permitted.

3.8.4 Ensure no food, drinks, glass or any sharp objects are taken onto the track.

3.8.5 If the Applicant does cause any damage to the Facility or any of the Council's property as a result of the Activity or the Applicant's use or misuse of the Facility, the Council will undertake the rectification and repairs and any costs incurred in doing so must be reimbursed by the Applicant upon request and the Applicant may forfeit any security bond paid.

3.9 **Security**

The Applicant must at the Applicant's cost ensure that sufficient security staff is present at all times during the Times of Use to secure the Facility if in the Council's reasonable opinion such security is required.

3.10 **Fire precautions**

The Applicant must comply with all requirements and directives of the Council with regard to fire safety systems and procedures including fire evacuation drills and other procedures.

4. **MUTUAL COVENANTS**

4.1 **Permit Not Transferable**

This Permit is not transferable.

4.2 **Execution of Permit**

This Permit is not effective and the Facility must not be used until the Applicant has received a copy of this Permit signed by the Council.

4.3 **Warranty**

4.3.1 The Applicant warrants that it has inspected the Facility and the Facility is safe and fit for the Activity and the Applicant's use.

4.3.2 The Council does not warrant that the Facility will be suitable (structurally or otherwise) for the Activity or the Applicant's use.

4.4 **Contractual rights only**

This Permit does not confer on the Applicant any exclusive right, entitlement or proprietary interest in the Facility.

4.5 Council's right to enter

4.5.1 The Council may (except in the case of emergency when no notice will be required) enter the Facility at any time upon providing reasonable notice to the Applicant to do anything the Council must or may do under this Permit or must do under any Statutory Requirements.

4.5.2 In an emergency the Council may:

4.5.2.1 close the Facility; and

4.5.2.2 prevent the Applicant from entering the Facility.

4.6 Termination of Permit

This Permit will immediately terminate on the earlier of;

4.6.1 the expiration of the Time of Use; or

4.6.2 the termination of the Permit by the Council as permitted under this Permit.

4.7 Obligations on termination

4.7.1 Upon the expiration or earlier termination of this Permit the Applicant shall at its own cost and expense return the Facility to its condition prior to the Permit being granted including but not limited to:

4.7.1.1 removing the Structure (if any);

4.7.1.2 ensuring the Facility is clean and tidy and that any rubbish resulting from the Activity or the Applicant's use of the Facility is removed and disposed of;

4.7.1.3 replacing any furniture in its original position; and

4.7.1.4 ensuring any doors and windows are securely fastened and any lights and power are switched off before leaving the Facility.

4.7.2 If the Applicant does not comply with clause **Error! Reference source not found.** to the Council's reasonable satisfaction the Council may undertake the work itself and any costs incurred by the Council in doing so may be recovered from the Applicant and the Applicant may forfeit any security bond paid.

4.8 Breach

If the Applicant breaches a provision of the Permit and fails to remedy the breach within a reasonable time of being directed by the Council to do so the Permit will be terminated, effective immediately.

4.9 GST

4.9.1 For the purposes of this clause **Error! Reference source not found.**;

4.9.1.1 **the Act** means the A New Tax System (Goods and Services Tax) Act 1999 ("Act");

4.9.1.2 **GST** has the same meaning as that term in Section 195-1 of the Act.

4.9.1.3 **Supply** means a taxable supply and has the same meaning as that term in the Act.

4.9.1.4 **Tax Invoice** has the same meaning as that term in Section 195-1 of the Act.

4.9.2 All monies payable by the Applicant to the Council pursuant to this Permit (**Payments**) do not include any GST.

4.9.3 If when making a Payment to the Council, such Payment constitutes a Supply within the meaning of the Act, the Applicant shall also pay an amount on account of GST equal to the Payment multiplied by the current GST rate (**GST Amount**).

4.9.4 Upon receipt of the Payment and the GST Amount, the Council will provide the Applicant with a Tax Invoice in a form compliant with the Act.

4.10 **Costs**

The Applicant is responsible for all costs incurred by the Council as a consequence of any actual or threatened breach of this Permit by the Applicant.

4.11 **Special Conditions**

The parties agree that the Special Conditions (if any) contained in Annexure A shall apply to this Permit and in the event of any inconsistency between the Special Conditions and these conditions, the Special Conditions shall prevail.

Annexure A

Special Conditions

Track Rules

To maintain the integrity of the synthetic track the following rules apply

- Approved clean footwear only
- No Smoking
- No chewing gum or spitting
- No food or drinks
- No glass or sharp objects

Spike Rules

- Must be conical in shape
- Needle or pin spikes not permitted
- 7mm max for running events
- 9mm max for jump and throw events

Cancellation Fees

In recognition of the time that is spent in processing applications cancellation charges will be imposed which are as follows:

- *if a hirer cancels a confirmed booking three (3) months prior to the date 75% of the fee will be returned;*
- *if the booking is cancelled one (1) month prior to the event 50%;*
- *if cancelled less than one (1) week before the event 0% of the fee will be returned;*
- *in the event of inclement weather causing the cancellation of an event, a refund of 50% of the hire fee will be refunded to the Hirer; and*
- *no refund will be applicable if the event was deemed by the Council, in its absolute discretion, to have commenced prior to cancellation.*

Requests for a refund of fees due to cancellation must be made in writing.