

1. **To pay the Sports Council fees as required**
2. **The hirer shall have a public liability insurance policy in force for the duration of both the competition season and use agreement. This policy shall be for no less than \$20,000,000 and must note the interests of Port Stephens Council.**
 - a. The policy shall provide cover to the hirer for any act or omission or negligence, that may cause loss, death, injury or damage to any person, equipment, personal items that can be directly attributed to the use of the facility in accordance with the terms and conditions of the Sporting Facility Use Agreement.
 - b. The policy will also provide cover for any damage to Council property and assets that is caused as a direct consequence of the use of the facility in accordance with the Sports Facility Use Agreement.
 - c. Liability shall be reduced proportionally to the extent that the act omission or negligence of the Council, its employees or agents may have contributed to the loss, damage, death or injury.
3. **To complete, prior to any sports participation, an inspection according to WHS Checklist for Sporting Groups (pro forma attached). A record of these inspections shall be tendered at the next ordinary meeting of the sporting club and shall form part of the minutes of that meeting and be made available to Port Stephens Council as required**
4. **The hirer agrees to undertake and provide the following information as set down:**
 - a) The provision of a full list of all "plug in type" electrical devices used at the location. The list shall include records of all testing and tagging of such equipment including the name of the qualified inspector and the next date of testing. Testing shall occur for all equipment at a frequency of no more than 12 months. Ref – Australian Standard AS/NES 3760: In Service Safety Inspection & Testing of Electrical Equipment. A copy of the list will be maintained on site and in an area immediately accessible.
 - b) The hirer will co-operate with Council on an annual basis in the performance of a safe work method statement for the location. A checklist will be used as a guide in this assessment and the user is free to conduct other inspections throughout the year. The hirer further agrees that any corrective actions required as a result of such inspections will be attended to promptly.
 - c) The hirer shall provide and work in accordance with Risk Treatment Plans for activities involving risk and shall conduct Toolbox Talks on a regular basis to review these procedures (*pro formas attached*). These plans will act as the minimum standard for performed tasks and Council reserves the right at any time to ask for these to be reviewed and improved where it deems necessary.
 - d) Prior to undertaking improvements or work related tasks involving risk to Council facilities, provide completed Safe Work Method Statements & Toolbox Meetings (*pro formas attached*) to ensure the work site meets the requirements of the Workers Health & Safety Act 2011 and Workers Health & Safety Regulations 2011.
 - e) The hirer agrees to ensure that provisions for first aid remain current at all times. The first aid kit will be maintained on premises in a manner secure enough to ensure that contents remain compliant with First Aid requirements of the NSW WHS Regulation 2011. Refilling of first aids and associated costs of such is the responsibility of hirer.
 - f) All chemicals stored on the premises will have a current Safety Data Sheet located in an area immediately accessible. The hirer will ensure that the storage, handling and safety requirements contained within the Material Safety Data Sheet are employed.
 - g) All Port Stephens buildings are smoke free. Smoking is not permitted in any building or surrounding car park areas under any circumstances.
 - h) Hirers will report all injuries resulting from activities (other than those directly related to sporting events) to Council within 24 hours where this is reasonably achievable. The report shall be completed on the supplied Council Incident Report Form.
 - i) Hirers will not permit and alteration/amendment/addition to any electrical installations without written permission from Council.

- j) Hirers agree to abide by all Council and manufacturers' instructions relevant to plant upkeep and maintenance. Records of these shall be securely maintained and made available at Council's request.
- k) Hirers agree that all identified Personal Protective Equipment requirements will be abided by at all times by all users and operators. Personal Protective Equipment will be supplied by the hirer/user.
- l) Hirers agree to immediately report (by phone 49800255) any concerns they have that might impact on the safety of any persons in and around these facilities.

5 The hirer agrees to abide by the conditions set down for the use of the facility:

- a) To leave the facility in a clean and tidy condition at the end of the time of each use
- b) To remove all rubbish, food scraps, empty drink containers, bottles and cans from the facility and place them in the bins provided outside the facility
- c) To sweep, clean up any spillage by application of appropriate cleaning liquids and agents and leave the toilet facility in or adjacent to the facility in a clean and sanitary condition. Replace paper supplies as required and provide sanitary bins.
- d) Store any equipment in a safe manner
- e) To vacate the facility on or before the end of the time of use and to turn off all lights and close and lock all windows and doors
- f) To observe the "No Smoking" policy that applies to all Council owned facilities
- g) To only use designated car parking unless otherwise approved by Council
- h) To keep the Premises in good condition, except for fair wear and tear, including carrying out any repairs or fixing any damage caused. The hirer need not make structural repairs to the Premises unless they are required because of use of premises, negligence or breach of this agreement
- i) Alterations or additions to the Premises can not be made without Council consent (Capital Works Approval Process)
- j) To pay for the replacement (at cost price) of keys, remote devices (flood lighting) of any items lost or not returned. To return all keys at the end of the booked season
- k) To obtain the relevant Sports Council and Council approval for the erection of any signs within or outside the facility, in accordance with Council's Advertising Policy
- l) To obtain the necessary Permits for activities requiring liquor, fireworks permit, entertainment licence in addition to permission from Council
- m) To adhere to Council's "Oval Closure Procedure"
- n) To ensure that creosote, diesel, herbicide or permanent marking products are NOT used. Substances used for marking must be approved by Council's Parks Co-ordinators
- o) To co-operate with Council by complying with all health and safety initiatives & directions
- p) To report to Council any incidents to Council property within 24 hours on 4980 0255 or Council's After Hours Service on 0408 493 378 in an emergency
- q) When the agreement ends, the hirer must ensure that the premises are in the same condition as at the commencement date, except for fair wear and tear and all keys returned to Port Stephens Council.

NOTE: Should the facility not be left in a proper manner by 9.00am the morning following the use of the grounds, Council may seek to recover costs

6 The hirer agrees that should the hirer breach any of the terms above:

- a) That delegated Council staff shall be entitled to bring the agreement to an end and to require the immediate vacating of the Facility by persons using it. If such circumstances occur the Council shall not be liable to make good any loss or damage suffered by the termination or pay any compensation because of the termination
- b) Council shall be entitled to recover from the Hirer the cost of remedying or rectifying any breach of this agreement including legal and court costs of such recovery

7 The hire accepts full and complete responsibility:

- a) For any loss of or damage to any personal property (including money, jewellery & credit cards)
- b) For property on hire or loan
- c) For any contents stored at the facility, prior to, during and after time of hire

8 Definitions and Variations:

- a) No amendment or variation of these terms is valid unless in writing and signed by both parties
- b) In this agreement **“Facility”** is defined as buildings, ovals, canteen, amenities & other areas designated for use of the hirer by Council.
- c) **“Council”** is defined as the Port Stephens Council
- d) **“Hirer”** shall mean the person, organisation, company, club or other body to which the use of the facility is granted.