

TERMS AND CONDITIONS OF HIRE

BOOKINGS

- Tamworth Regional Council reserves the right to accept or deny any application prior to or after submission in its sole discretion.
- After receiving your application and documentation, Tamworth Regional Council will supply a confirmation of booking letter. Bookings do not take effect until the confirmation letter has been received and the deposit has been paid.
- People, user groups or hirers are required to leave the facility in a clean and tidy condition ensuring that all rubbish is placed in the bins provided.
- Major sporting events are to be booked separately from regular season bookings e.g. local, regional and state carnivals.
- All training (including netball, basketball, etc.) is to be booked in the same manner as other event bookings.
- Prior to the commencement of the event, the nominated person in charge may be required to attend and complete a site induction with a Tamworth Sports Dome Staff member. Approved requests for use outside of the Tamworth Sports dome operating hours, may require the nominated person in charge of the user group or hirers to collect a general user key.
- Hire fees will be charged in accordance with the current TRC Annual Operational Plan and payment is required for the times or entries set out in the booking confirmation letter.
- Tamworth Regional Council reserves the right to cancel your booking immediately by verbal or written notice for any breach of the Terms and Conditions of Hire.
- If a user group or hirer other than those set out below wishes to cancel a booking, they must give immediate notification to Council. If a booking is cancelled within 24 hours of the booking date, the hire fees will be charged to the hirer.
- If a school group or training session hirer cancels a booking within 48 hours of the booking date, a \$20 administration fee will be charged to the school, team or association.

COURT HIRE

- People, user groups or hirers that maintain exclusive use of any part of the facility will be charged a court hire fee in addition to any other fee payable.
- School groups are required to complete an application form to secure court space and are required to either pay court hire fees or entry fees per student as stated in the Annual Operational Plan within the relevant financial year.
- Only areas specified by the Tamworth Sports Dome staff are to be used, unless agreed upon prior to the booking.
- Tamworth Regional Council reserves the right to refuse admission or eject any entrant from the Tamworth Sports Dome, whose conduct is deemed by staff to be unlawful, disorderly or offensive or breaches in any the Tamworth Sports Dome Code of Conduct and/or these Terms and Conditions.

OUTDOOR COURT HIRE

- Clubs/Associations, user groups or hirers are required to complete an application form in order to use the outdoor courts. Use will be charged as a court hire fee in addition to any other fee payable as stated in the Annual Operational Plan within the relevant financial year.
- Outdoor court lighting will be charged based upon usage and in accordance with the Tamworth Sports Dome lighting fees and charges model.
- Only areas specified by the Tamworth Sports Dome staff are to be used, unless agreed upon prior to the booking.
- Tamworth Regional Council reserves the right to request any individual(s) to leave the Tamworth Sports Dome premises, whose conduct is deemed by staff to be unlawful, disorderly or offensive or breaches in any the Tamworth Sports Dome Code of Conduct and/or these Terms and Conditions.

COUNCIL PROPERTY AND CARE

- User groups or hirers will be responsible for any damages to the facility and any equipment the subject of this Agreement that are caused by the user group or hirer their invitees, guests or agents regardless of whether such damage is direct, indirect or consequential, except for fair wear and tear.

APPLICATION FOR USE OF TAMWORTH SPORTS DOME

- The cost of any repairs to any property or equipment of Council will be borne solely by the user group or hirer and this will extend to replacement costs should this be necessary in the sole discretion of Council.
- Accidental damage to the facility should be reported to the Programs Officer upon discovery; this includes equipment, buildings and the surrounding environment.
- The user group or hirer is responsible for the cleanliness of the facility. The facility must be left clean and tidy and returned to the condition at the time of hire.
- The user group or hirer must not interfere with any electrical wiring, switchboard or sound equipment at the venue.
- Only one electrical appliance can be used in each power point and double adaptors are prohibited. All appliances used by the user group or hirer must be tested and tagged.

FOOD AND BEVERAGES / SALE OF GOODS

- The user group or hirer must not conduct a stall, kiosk, shop or booth in any form for the purpose of selling, dispensing or exchanging of any items, including goods, food and beverages unless approval is sought in writing and granted from Council prior to the event.
- Glass objects or containers and alcoholic beverages are not permitted within any facility. It is the responsibility of the user to ensure this is enforced.

NO SMOKING

- Tamworth Regional Council sports facilities are a smoke free zone under the Smoke Free Environment Act 2000. Penalties may apply.

ALCOHOL

- Tamworth Regional Council sports facilities are an Alcohol Free Zone. No alcohol must be sold, served or consumed at the facility.

TAMWORTH SPORTS DOME CLOSURE

- Tamworth Regional Council reserves the right in its sole discretion to close the Tamworth Sports Dome due to inclement weather, safety reasons or for any other reason Council determines is valid. Any fees paid in advance will be refunded to the user group or hirer and no further amounts shall be payable by Council to the hirer or user group in relation to such a closure.
- Tamworth Regional Council reserves the right to withdraw the use of the facilities at any time if it is deemed unusable due to inclement weather conditions and/or safety reasons.
- Tamworth Regional Council reserves the right to cancel a booking at a facility if it considers the environment may be unduly damaged by the proposed use.

SUBLETTING

- User groups or hirers are not permitted to sublet any Tamworth Regional Council facilities to other user groups unless approved by Council.

LIABILITY AND INSURANCE

- The user group or hirer must accept responsibility for any claim or damage to property or injury to persons which arises from their hire and use of the facility regardless of whether such damage or injury is direct, indirect or consequential.
- All user groups or hirers must hold a current Public Liability Insurance policy for a minimum of \$20 million which indemnifies Council from or against all claims arising from the user group or hirer's legal liability as a result of its occupation. A copy of a current Public Liability Insurance policy must be provided to Council at the time of the booking application.
- User groups or hirers are responsible for ensuring all officials and supervisors are covered by insurance.
- The user group or hirer accepts full responsibility for loss, damage or theft of any personal property, property stored at the facility or property on hire or loan.
- User groups or hirers must ensure they comply with all legislative obligations relating to the use and occupation of the facility including (without limitation) workplace health and safety, environmental management and planning laws.

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CHILD PROTECTION

- Under NSW Child Protection Legislation, all user groups or hirers who provide services to children and wish to hire the Council's facilities must have appropriate Child Protection policies and procedures in place including a 'Working with Children Check'.
- Children under the age of 18 years are the sole responsibility of the coaches or teachers.

SAFETY

- All user groups or hirers must abide by the Tamworth Sports Dome conditions of entry.
- The user group or hirer is solely responsible for ensuring the event or booking is conducted in a safe manner. At least one person over the age of 18 years from the hirer or user group in attendance during the event of booking must hold a current First Aid Certificate.
- The user group or hirer acknowledges and accepts the risks of injury to any participant in their event or booking and hereby indemnifies Council from any claim of whatsoever nature in that regard.
- The user group or hirer is responsible for ensuring they are aware of and follow the evacuation procedure of the facility.
- All fire exits must be kept clear at all times.
- Any accident or incident must be immediately reported to the Tamworth Sports Dome Staff and an incident form must be completed and provided to Council.
- Any group wishing to undertake activities/events at the facility must conduct a risk assessment of the activity before the event and acknowledge full responsibility for the consequences arising from the activity. This risk assessment is to be attached to the application form.
- User groups or hirers are responsible for crowd control and direct supervision of all groups and participants at all times whilst at the facility.