

General Conditions of Hire

1. 'Hirer' for the purpose of a sportsground application for hire form shall mean the club, association, league, federation, society, team or other person or body to which the use of the sportsground(s) specified in the permit is/are granted by the permit. 'Territory' when used in a geographical sense, means the Australian Capital Territory and when used on any other sense, means the body politic established by the Australian Capital Territory (Self Government) Act 1988, 'Sportsground' includes the dressing pavilion and all fixtures, fittings structures and facilities on or at the Sportsground specified in the permit.
2. Official sportsground permits issued by the Operations Manager Sport and Recreation Services, are required for the use of any sportsground and must be produced on request to any authorized officer of the Territory.
3. The Operations Manager Sport and Recreation Services, shall reserve the right to cancel a sportsground permit without notice in the event of any contravention of the acts and regulations for the care, protection and management of the parks and reserves, or of these conditions by the Hirer, or any other member of the organisation to which the permit has been granted. The Hirer shall have no claim against the Territory for any refund, loss or inconvenience resulting from any such cancellation.
4. The Operations Manager Sport and Recreation Services, shall reserve the right to cancel an allocation of a sportsground without notice if he considers that a sportsground will be unduly damaged by use. In such cases re-allocation may be arranged either for the same date or a later date, or alternatively monies received by the Operations Manager Sport and Recreation Services, will be refunded. The Hirer shall have no claim against the Territory for any loss or inconvenience resulting from any such cancellation or re-allocation.
5. The Hirer shall be responsible for any damage done to the property of the Territory including but without limiting the generality there of damage to either the fixtures and fittings, fences, gates, buildings, seats, plant material, scoreboards and any other Territory property which occurs whilst a sportsground is hired to the organisation and furthermore the hirer shall pay to the Territory such costs that are required for repairing the damage.
6. The Hirer shall at its own cost take out a public liability insurance policy, which notes the Territory and the Commonwealth for their respective rights and interests, to a minimum value of \$10 million dollars or as advised by Sport and Recreation Services.
7. The Hirer will indemnify and keep indemnified the Territory and the Commonwealth and their servants and agents from and against all action claims suits or demands brought, maintained or made against them or any of them by any person or body of persons arising out of any act or omission of the hirer.
8. The Territory accepts no responsibility for any damages to the property of the Hirer, its employees, invitees or licensees or any other person on the sportsground and shall not be liable for any loss or damage occasioned to the property of any such person however caused, unless such loss or damage was caused by the Territory.
9. The Hirer shall comply with the requirements of all Acts of the Parliament of the Commonwealth and all Acts or Ordinances of the Australian Capital Territory and all regulations and other laws applying in the said Territory and with the lawful requirements of public and other authorities in any way affecting or applicable to the hiring of the sportsground and shall compensate the territory for any loss or damage occasioned to the Territory by any failure by the organisation, its servants or agents to so comply.
10. Before using a sportsground the Hirer shall ensure that the sportsground is in a proper and safe condition for use. The Hirer shall also ensure that clubs, teams, individual participants and officials are aware that the sportsground must be checked prior to use.
11. The Hirer shall be responsible for the collection of litter following a function at a sportsground for which the hirer has a permit. Litter is to be deposited in approved bins located at each sportsground. Where a waste hopper is provided, hirers are to empty litter bins into the hopper at the conclusion of the hire. If the Operations Manager Sport and Recreation Services, deems that the ground or pavilion is not left in a satisfactory condition, the Hirer will be liable for payment of cleaning costs. In addition the Hirer may be refused future allocations.
12. Any Hirer not vacating a sportsground and/or dressing pavilion by the time specified on the sportsground permit, shall be liable to pay such further charges as the scale of the hire rates provides for.
13. Sub-letting of the whole or part of a sportsground is prohibited
14. Operations Manager Sport and Recreation Services, must be notified of cancellations or amendments by no later than four working days prior to the date for which the sportsground permit is held. Hirers giving later or no notice of cancellations or amendments shall pay normal hiring charges.
15. Any authorised officer of the Territory shall at all times, not withstanding any hiring, be entitled to free access to any part of a sportsground.
16. Cars, motor cycles, bicycles or other vehicles are prohibited from entering or passing over any playing field without the written permission of the Operations Manager Sport and Recreation Services.
17. Tents or marquis may not be erected without the written permission of the Operations Manager Sport and Recreation Services.
18. The wearing of spike soled Footwear is prohibited on synthetic cricket wickets.
19. Operations Manager Sport and Recreation Services, may require a hirer to lodge a cleaning deposit when making a booking. Such a deposit, if requested, will be refundable if the ground and buildings are kept in a litter free and tidy condition.
20. Hirers may be required upon the issuing of a notice to co-operate in random drug testing procedures as specified in that notice.