

CONDITIONS OF HIRE



City of **HOBART**

PARKS, BUSHLANDS, SPORTSGROUNDS AND OPEN SPACES

APPROVAL PROCESS

1. Submission of application does not constitute approval of park / site usage.
2. Where a fee/bond is applicable, approval is not finalised until payment is received.
3. Where supporting documents are required, approval is not finalised until all applicable documents are received.
4. A permit will be issued and forwarded to the postal or email address included on the application.
5. It is a requirement that the permit is available on the day for viewing by an authorised City officer if requested.
6. Bookings can be made up to one year in advance (* see Domain Athletics Centre conditions below).
7. Additional special conditions may apply to the approval, these will be detailed within your permit.
8. Bookings are non-transferrable.
9. Booking is valid for activity, date and time as specified on the permit.

FEES

10. A fee will apply to bookings for park usage activities, including but not limited to weddings and ceremonies, large private gatherings, gatherings which request infrastructure, temporary commercial activities, community events and corporate events.
11. The fees for hire of the Council's Open Space, Parks and Bushland are detailed within the [Fees and Charges Booklet](#).
12. Should you wish to cancel your booking for any reason a refund cannot be offered, however we do offer the option to postpone to any future available date.

13. An application deposit may be required to make a tentative booking (Event holding fee).
14. A sliding scale fees structure is used to determine the appropriate fee for events of a commercial nature with the amount determined by the type of activity or usage required. For further information regarding event-related fees, it is recommended that you request upon application.
15. If fees are applicable, the relevant fee will be requested, prior to a permit being issued.

BONDS

16. A refundable bond is required to be paid for all bookings where the City deems that the use may cause damage.
17. The actual bond amount will be determined once the application and the potential impact has been assessed.
18. The bond will be held until completion of the usage period and will be released after inspection and confirmation the area has not sustained any damage and that all litter and waste generated by the function is removed from the venue at the conclusion of the function.
19. If there is any damage to the area, the bond may be accessed to effect full and proper site restoration. Any remaining bond will then be returned to the applicant.
20. If there is any damage to the area, the applicant must restore the area to its original condition. Upon inspection, if the City is dissatisfied with the level of restoration, the bond may be accessed to effect full and proper site restoration. Any

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remaining bond will then be returned to the applicant.

21. If reinstatement of parkland is not satisfactory following the first inspection and results in the site being reviewed a re-inspection fee will apply.

TEMPORARY COMMERCIAL RECREATION ACTIVITIES

22. Refer to the Council's [Commercial Activities in City of Hobart Parks and Reserves Policy](#) for specific guidelines imposed.

TEMPORARY ACCESS

23. Temporary Access applications are approved for traversing over City controlled parkland to access private property.
24. No materials, equipment, machinery etc are to be stored on the Council's parkland during this period. Fines apply.
25. General access for Park users should be maintained and the safety of persons using the Park must be considered.
26. The bond will be held until completion of the usage period and will be released after inspection and confirmation that the area has not sustained any damage as a result.
27. If reinstatement of parkland is not satisfactory following the first inspection and results in the parkland being reviewed a re-inspection fee will apply.

USE OF THE PROPERTY

28. All bookings are subject to cancellation by the City, if the venue is unfit for use or, where wildfire or extreme conditions may pose a threat to users or for any other reason deemed necessary.

29. All directions issued by authorised City Officers or members of Tasmania Police are to be followed. Emergency access is to be always maintained at the venue.
30. Any authorised City Officer shall always be entitled to free access to the facility on official City business.
31. The City reserves the right to include any other conditions that may be required to ensure the protection of the site.
32. The City may cancel a booking for reasons of noncompliance with any of the terms and conditions, and /or any other reason deemed by the City in its absolute discretion to be important in the best interests of the City and/or the community.
33. Should the City cancel a permit for any reason whatsoever, the applicant has no right of recourse in relation to the cancellation either at law or in equity.
34. Unless specified, booking does not entitle the organiser to exclusive use of the nominated area. All guests are requested to extend common courtesy to other patrons using the area.
35. The park is for the use and enjoyment of all, and public access must not be restricted in any way. Parks, public space, and bushland must remain accessible to the public unless specified in the permit.
36. Whilst every effort is made to ensure that the City's parks are maintained at an acceptable level. The City is unable to guarantee the condition or availability of a specific park area at a particular time, even if you have a confirmed booking.
37. All facilities utilised by the user group including playing surfaces, amenity blocks, footpaths and roadways are to be left in a clean and tidy condition. Should the facility

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- and / or the surrounds remain in an unacceptable condition following approved usage, the City will attend to the matter directly and the cost associated with the cleanup will be charged to the user group. Extra cleaning of facilities required for medium to large events can be organised through the City's cleansing unit if requested in advance at an additional cost.
38. Full co-operation is required with other bodies that also have permission to use the park. The park is for the use and enjoyment of all, and public access must not be restricted in any way (other than designated areas set aside for exclusive use). Areas cannot be cordoned off without prior approval from the City.
 39. Compliance with all other provisions of the City's Local Laws relating to the use of parks and any other laws or conditions relating to the proposed activity that may apply.
 40. No printed literature, posters, handbills etc to be distributed, displayed, or affixed on or over roads or on poles or fences in the city prior approval.
 41. No park infrastructure or vegetation is to be interfered with or damaged.
 42. When vacating the city park area, you must remove all fixtures or other items brought into the venue, all items attached to any structure e.g., balloons, streamers, and decorations.
 43. No such fixtures are to be attached to trees and no nails or tacks are to be used on any vegetation or structures.
 44. Any breakage of glass is to be cleaned up and disposed of in an appropriate bin.

45. Confetti, rice, streamers, balloons, or similar materials are not permitted in the venue and must not be thrown.
46. Hirers must ensure that all litter and waste generated by the function is removed from the venue at the conclusion of the function. The venue is to be cleaned by the hirer.

SMOKING

47. All city buildings are non-smoking venues. In accordance with State Regulations, there is to be no smoking within 10 meters of any playground in any park or reserve. You cannot use any of the following products in smoke-free areas for any reason:
 - Tobacco products
 - Electronic cigarettes
 - Personal vaporisers
 - Herbal cigarettes
 - Non-tobacco cigarettes.
48. The Director of Public Health determines which public events are smoke free; resources including a list of smoke-free events, signage, and smoke-free event management plan templates can be found on the departments [Tobacco Control Publications](#).

NOISE

49. Noise is to be controlled by the hirer so that the noise level does not disturb the public and complies with the *Environmental Management and Pollution Control Act 1994* and the *Noise Regulations 2016*. All amplified music must cease by 10pm unless an extension to this time has been authorised.

ANIMALS

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50. Please be aware that dogs are prohibited in some parks. Please refer to the City's [Dog Management Policy](#) or [City Maps](#) for further information.
51. Where applicable, appropriate flooring such as plastic matting or straw must protect grassed areas. Straw if used, must be removed from the site.
52. Animals must be kept in a pen or on a leash, except dogs in designated off-leash areas.

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VEHICLES AND CARPARKING

53. The entry of any vehicles and horse-drawn carriages into any City parks or gardens may be allowed. If this requirement is approved, vehicles and horse-drawn carriages are to be kept on formed paths only.
54. Carparking is to be confined to designated parking areas and the user group is to ensure that all cars are legally parked. Vehicle owners can be fined for disregarding this advice.
55. Any vehicles entering the park must be accompanied by a dedicator spotter, the spotter must walk about 2-3 m in front of the vehicle when it is moving in a forward directions and be 2-3 m behind the vehicle with clear sight to the driver when reversing.
56. The gate/bollard to the park must be closed immediately after the vehicle moves through.
57. Vehicles movements in the park are only permitted in the park during set up and at pack up.
58. No vehicles to remain in the park during the event, with the exception of licensed food vans and emergency vehicles.
59. If access to sportsground or a reserve used for car parking is required through an access gate or bollard, it is the responsibility of the hirer to lock these entrances at the completion of the activity. Should an access gate or bollard be left unsecured, the hirer will be accountable for any damage to the sports field, surrounding areas or infrastructure. Any rectification costs incurred will be invoiced to the hirer. Costs associated with a City

Officer attending a facility to open or close it after hours will also be charged to the hirer.

FOOD AND CONSUMPTION AND SERVING OF ALCOHOL

60. In St David's Park, Franklin Square and the North Hobart Cultural and Skate Park the *Police Offences Act 1935* restricts the possession and consumption of alcohol 24 hours a day, 7 days a week.
61. Other locations may have restrictions at times and dates. [More information is available on the City's website.](#)
62. Should alcohol consumption be planned as part of your event, you must advise the City as a condition of the booking.
63. The alcohol must be consumed responsibly and in accordance with the law. As the hirer you are responsible for the behaviour of the people attending your event and must ensure the safety of attendees and the consideration of all other users.
64. Where alcohol is to be sold, you will need to contact the [Department of Treasury and Finance Liquor and Gaming Branch](#) to arrange a Liquor Licence prior to the event. A copy of this Licence is also to be provided to the Council prior to the issue of the Permit.
65. Any breakage of glass is to be cleaned up and disposed of in an appropriate bin.
66. Any event that proposes including food stalls or vans MUST apply to the Council for approval. For more information please visit [temporary food stall application form](#) (this condition excludes temporary commercial

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recreation activities such as circuses and amusements carnivals).

67. If you plan to have a stall at a market or event, please read the requirements for operation of a mobile food business in the Guidelines for Mobile Food Businesses.

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MARQUEES, SIGNS AND BANNERS

68. All tents, marquees, signs, and any other structures must be included on the site plan.
69. Any signs or banners must have prior approval from the City and must be included on the site plan.
70. All marquees are to be secured using weights. The use of stakes is not permitted. Applicants can apply for special approval to use stakes which will be reviewed and granted at the City's discretion.
71. Tents, signs, or other structures must not be erected without City approval. Most areas have underground irrigation services, which can easily be damaged unless the location of such services is known.
72. Please note that underground power and other public services may be located within the park. To obtain locations of such services, hirers should contact the 'Before You Dig Australia' hotline.
73. Any tent/marquee must be no larger than 3m x 3m and be weighted down with sandbags or similar as no pegs are allowed.
74. Structures are not to be placed within a park that restricts public access, such as across pathways.

ACCESS TO UTILITIES

75. Access to in-park electrical boxes that require a key to access will only be granted for use for community events and market operators.
76. Parks that have general purpose electrical outlets are only to be used for minor household appliances such as kettles, radios, and phone chargers. Under no circumstances are these outlets to be used

for commercial type appliances such as food and beverage equipment or for connecting caravans and other mobile home variants and related equipment.

77. Stand-alone power supplies such as generators are the responsibility of the applicant and must comply with the relevant legislation.
78. All electrical equipment
 - a. wiring shall adhere to all local, state, commonwealth legislation regulation, electrical safety standards and be in a safe working order.
 - b. flexible cords and cables supplying any device must be of a heavy-duty sheathed type having a minimum current carrying capacity of 12 amps.
 - c. no flexible cord or cable is to cross a public thoroughfare unless it is run overhead or if suitable means of protection is given or if suitable means of protection is given to the cable to prevent damage to it or to the public.
 - d. no flexible cord or cable shall be joined to a circuit with a total length that exceeds 30 meters.
 - e. double adapters and piggybacks plugs are prohibited.
 - f. Any electrical equipment must be tagged and tested by a qualified electrician prior to use. Costs associated with callouts or repairs because of this condition not being adhered to will be invoiced to the hirer.
 - g. Water connections in parks are limited. All hose lines connected must be arranged to prevent trip hazards.

INDEMNITY AND INSURANCE

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79. If a booking is approved by the Council then the applicant is responsible for and indemnifies and will keep the Council and each of Council's officers, employees, agents and contractors (Indemnified Persons) indemnified in respect of any claim, demand, action, damage, loss, liability, cost, charge, expense, outgoing or payment which Council or any of the Indemnified Persons may be or become liable for in respect of or arising from the Purpose, including but not limited to as a consequence of or arising directly or indirectly from any or all of the following:
- a. any breach or failure to comply with the conditions of the booking by the applicant and/or the applicant's employees, agents, contractors, or invitees;
 - b. any unlawful, wilful, or negligent act or omission of the applicant and/or the applicant's employees, contractors, agents, or invitees;
 - c. any event, circumstance, matter, or thing being at any time found to be other than as warranted or represented by the applicant, whether in the application, the booking or otherwise.
 - d. Loss damage or injury from any cause whatsoever to property or person within or outside the Venue/Location caused or contributed to by any negligence by the applicant or their associates.
80. By making an application, the applicant is offering to be bound by this indemnity and this may be relied upon by the Council as a binding agreement if a booking is approved.
81. This agreement to indemnify does not merge on the expiry or cancellation of the booking, and the applicant will remain bound by the indemnity after the booking has expired or has been cancelled.
82. The applicant, and any of its personnel, must undertake all activities in relation to the Purpose in compliance with the *Work Health and Safety Act 2012* (Tas.) and *Work Health and Safety Regulations 2012* (Tas.) and any legislation which replaces or amends those instruments. The applicant acknowledges and agrees that it is responsible for providing for the health and safety of those people who are on or who are moving through the park / venue during the Purpose.
83. The City takes no responsibility for any personal injury or damage to property caused by you, your organisation, or the activity / event.
84. The hirer must produce, prior to a booking confirmation, a certificate for a public liability insurance policy protecting liability for bodily injury or death to any person or property damage for no less than \$20 million. The Hobart City Council must be noted as an interested party on the Policy.

KEYS AND SECURITY

85. The keys are not to be duplicated or used in any unauthorised manner.
86. The cost of replacement keys, rekeying locks and any associated damage or losses, stolen keys, or misused keys whilst in the possession of the hirer, is to be charged to the hirer.
87. Failure to adhere to the terms of the Key Holder Agreement could result in the

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termination of the hire agreement and cancellation of the permit.

88. All keys issued by the Hobart City Council are the property of the Hobart City Council and are to be returned to the Customer Services Centre, 16 Elizabeth Street, Hobart at the end of the Hire period.
89. If the keys are not returned by the agreed timeframe, the hirer will be charged to the cost of replacement of the keys and / or change of locks at the facility.
90. It is the responsibility of the hirer to ensure adequate measures are taken to secure all buildings and power boxes on vacating the location. This includes the setting of any electronic security alarms.

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SCIENTIFIC RESESEARCH

91. Upon completion of research, all equipment and markers must be removed unless specific approval has been obtained from the landowner or relevant authority.
92. At the end of the permit period, and before any renewal is granted, the Council's Authorised Officer must be provided with a full report (or satisfactory progress report) on the research carried out under the permit.
93. If an interpretation of the research is published, or information circulated, a copy of the interpretation or information must be lodged with the Council's Authorised Officer as soon as practicable after its publication or circulation.
94. Due diligence must be taken throughout the duration of the permit period to ensure damage caused willfully or accidentally to flora and fauna is kept to a minimum. The City reserves the right to recover financial costs associated with any rehabilitation required due to damage.

NATIVE SEED COLLECTION

95. No materials from threatened plant species listed in the *Nature Conservation Act 1992* or *Environmental Protection and Biodiversity Conservation Act 1999* are to be collected, unless already authorised.

Kunanyi / MT WELLINGTON

1. The kunanyi/Mount Wellington Observation Shelter is not available to be hired during its normal public opening hours. The hire of the facility outside the hours available to the public may be permitted within the guidelines set out in

the [Mount Wellington Observation Shelter – Hire Use Guidelines Policy](#) at the discretion of the General Manager, or his delegate.

2. The hire of the facility for private use or purposes is not permitted.
3. Bookings are subject to cancellation if extreme weather (fire, snow, ice or wind) results in the closure of Pinnacle Road. City of Hobart will bear no costs associated with such a cancellation.
4. Alcohol consumption is not permitted in the kunanyi/Mount Wellington Observation Shelter.
5. Dogs are prohibited from kunanyi/Mount Wellington. Service Dogs are permitted.

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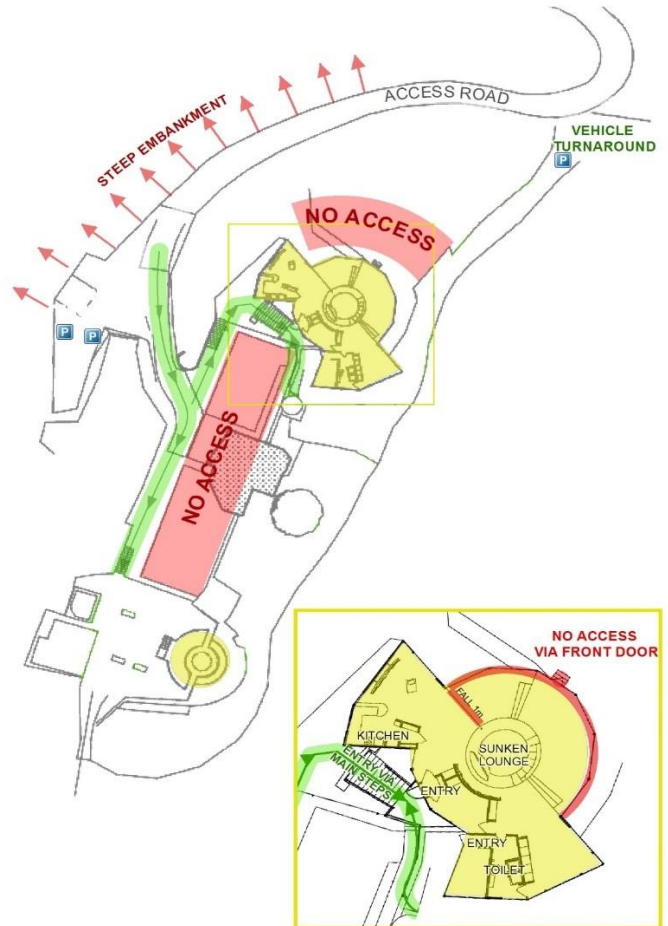


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DORNEY HOUSE

1. Dorney House is a non-smoking venue.
2. The consumption of alcohol is not permitted at Dorney House.
3. Dogs are prohibited in Dorney House.
4. The maximum allowed vehicle weight is 3.5 tonne (3,500kg). Check total vehicle weight including passengers.
5. Carparking is to be confined to designated parking areas (as shown on Site Restrictions Map page 4) and the user group is to ensure that all cars are legally parked. Vehicle owners can be fined for disregarding this advice.
6. Please be aware of the Fort Nelson / Dorney House Site Restrictions as detailed below.



SPORTSGROUNDS

1. Individual hirers are **NOT permitted to sublet sportsgrounds** to any other group or individual. Should an individual hirer

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- sublet a sportsground or facility they may risk their future tenancy.
2. Before each use the hirer must inspect the sportsground and surrounds to ensure it is safe and available for use. Should the sportsground be deemed unsafe for play for any reason it is the responsibility of the hirer to cancel usage and inform the City of Hobart.
3. Each sportsground inspection must be documented, and records kept for viewing by the City of Hobart if requested.
4. All sportsground lighting is programmed automatically. Hirers are not to manually adjust lighting unless prior approval from the City is obtained.
5. If a hirer is found to be using a venue that is closed, it will be considered unauthorised use and a penalty fee will apply. It may also risk any future use of venues managed by the City of Hobart.
6. The City of Hobart may restrict activities on sportsgrounds and hirers must abide by the direction.
7. Hirers must not remove barriers used to section off any part of the sportsground unless approval is obtained.
8. Should access to a section of a sportsground be restricted through the presence of bunting or barricading, a hirer must not remove or relocate this infrastructure at any time.
9. Should the sportsground be deemed unsafe for play, it is the responsibility of the hirer to cancel its usage and to notify the City of Hobart immediately.
10. Goal post padding and soccer nets must be removed and stored at the end of each session.
11. Should the sportsground be required for finals or a special event, the City must be notified in writing by the hirer to ensure the wicket is not uncovered/covered, and any such booking will only be approved at the discretion of the City.
12. Any damage to a turf cricket wicket by a hirer will be rectified and the cost will be at the hirers expense. As a result, approval for further training sessions will be at risk if this occurs.
13. As is required under Cricket Tasmania By-Laws the Hirer is responsible for placing and replacing the covers over turf cricket wickets and the City of Hobart does not accept any responsibility for an unplayable wicket due to a hirer's failure to install covers prior to rain or poor condition of covers. Hirers must provide their own covers for this purpose.
14. Keys for enclosed venues on which recreational activities are to be conducted may be obtained from the Hobart Council Centre, 16 Elizabeth Street Hobart prior to the event.
15. For casual hirers a separate charge is applicable if any keys are not returned within 7 days of the event. This charge also applies to keys lost by seasonal hirers.
16. Applications for activities on Anzac Day will **NOT** be approved unless all events commence after 12.15pm.
17. Hiring of the venue is subject to all relevant By-Laws of the City of Hobart and/or any other governing legislation.
18. No vehicles are permitted on any City of Hobart sportsgrounds with the exception being vehicles from Emergency Services agencies.

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19. A Temporary Place of Public Assembly Licence may be required for your event, please phone 6238 2711 for further details.
20. If specified within the **Sporting Activity Permit**, the City is responsible for the payment of the provision of utilities such as water and electricity.
21. In accordance with the Public Health Act 1997 there is to be no smoking within 20 meters of sports competition of seating areas.
22. Before each use the hirer must inspect the sportsground to ensure the surface is presented in a safe condition. Should the sportsground be deemed unsafe for play, it is the responsibility of the hirer to cancel its usage.
23. All pegs used to secure nets and other equipment are to be made of plastic and be fully removed from the sportsground surface at the end of each session. If this task is not completed the hirer will be liable for any damage that has resulted to equipment delivering sportsground maintenance programs.
24. The erection and removal of all goal structures is the responsibility of the City. Hirers are **NOT** to remove or alter this infrastructure at any time unless prior approval is obtained from the City.
25. All fixtures or other items brought into the venue are to be removed immediately after completion of the event. An additional charge will be raised to the hirer should the City of Hobart be requested or required to undertake cleaning works because of non-compliance by the hirer.
26. Hirers are to keep a register of those who have been allocated keys and this information must be provided if requested by the City of Hobart.
27. The City reserves the right to enter pavilions and buildings to undertake inspections or maintenance. Should a pavilion or building have an alarm system and the City have not been supplied with access requirements, the hirer will be held responsible for costs associated with a call out by a security company.
28. Should it become evident to the City of Hobart that a lack of security by the hirer in relation to the storage of consumable goods contributes to an unreasonable incidence of theft or damage to the pavilion or building, the City may direct the hirer to bear the cost of any repair costs or improvements to security.
29. The City of Hobart will undertake regular inspections and if a pavilion or building is found to be in an unsatisfactory state, the hirer will be given notice and will be required to clean the pavilion. If cleaning is not undertaken, the City will perform the cleaning and invoice the hirer.
30. **No** refund will be issued for cancellations unless written notification is received by the City **5 business** days prior to the event.
31. **No** refund will be issued for amendments unless written notification is received by the City **3 business** days prior to the event.
32. Refunds **will not** be issued to seasonal hirers receiving a discount if the sportsground is closed by the City due to inclement weather. For casual hirers, refunds will be issued for non-use when the sportsground is closed by the City of Hobart.

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33. **NO** refund will be issued if the hirer elected not to proceed due to inclement weather.

DOMAIN ATHLETIC CENTRE

1. Bookings can be made up to 2 years in advance.
2. In accordance with the City of Hobart's smoking policy, there is to be no smoking within 10 meters of any playground in any park, reserve, or sportsground. This includes the Domain Athletics Centre track and grandstand seating.
3. Running shoe spikes are not to exceed 6mm.
4. Approved starting blocks are to be used for the following running events – 100m, 200m, 400m and 110m and 400m hurdles.
5. Training is not permitted on the inside lane of the running track.
6. Athletics equipment is not to be left on the running track or grass areas. All equipment is to be packed away at the end of every use. Any equipment left out may be removed from the venue by the City of Hobart.
7. It is recommended the long jump pits and high jump landing platform be inspected prior to training and/or competition to ensure no hazards are present.
8. Track and field equipment is not property of the City. Hirers are to contact Athletics South if this equipment is required for an activity.
9. To use the Public Announcement system, hirers are to contact Athletics South.
10. Athletics South holds exclusive catering rights. The City will not allow any unauthorised catering providers to operate at the venue.