



CITY OF ADELAIDE

VICTORIA PARK HIRE AGREEMENT

To hire the Victoria Park Sports Facilities (or any part thereof) a **Registration of Interest application must be completed** and forwarded to:

Wellbeing & Resilience

Co-ordinator Recreation Planning & Capacity Building

GPO Box 2252

ADELAIDE SA 5001

Ph: (08) 8203 7203 **Fax:** (08) 8203 7575

Email: activecity@cityofadelaide.com.au

Executed as an Agreement

Signed for and on behalf of the Corporation of the City of Adelaide by a duly authorised representative

Signed for and on behalf of Hirer by a duly authorised representative

Signature

Signature

Name

Name

Title

Title

Date

Date

SCHEDULE

Item 1 Date of Agreement	
Item 2 Commencement Date	
Item 3 Expiry Date	
Item 4 Hirer	<p>Insert Legal Entity Name and Trading Name</p> <p>ABN [Insert ABN]</p> <p>[Insert Registered Address]</p> <p>[Contact Person]</p> <p>[Contact Telephone]</p> <p>[Contact Email]</p>
Item 5 Hired Area	Oval
	[Details]
	Change Room
	[Details]
Item 6 Permitted Use	
Item 7 Dates and Details of Use	
Item 8 Hire Fee – Oval (exclusive of GST)	
Item 9 Hire Fee – Change Room (exclusive of GST)	
Item 10 Hire Fee - Additional Facilities - Lighting (exclusive of GST)	
Item 11 Payment Terms	14 days or 30 days or advance
Item 12 Total Fee (exclusive of GST)	

Appendix 1 – Hire Terms and conditions

Victoria Park Hire Agreement 2018 - 2019

VICTORIA PARK Hire Agreement (**'Agreement'**) made on the date specified in Item 1

Between:

THE CORPORATION OF THE CITY OF ADELAIDE of 25 Pirie Street, Adelaide SA 5000 (**'Council'**)

AND:

The party specified in Item 2 (**'Hirer'**)

1 Recitals

- A: Council has the care, control and management of the Park Lands.
- B: The Hirer has requested to use the area for Activities within the Permitted Use.
- C: Council has agreed to permit use of the Hired Area on the terms of this Agreement in exchange for the Hire Fee.

2 Definitions

- a. **'Activity'** or **'Activities'** means a gathering or event organised by the Hirer within the Hired Area during the Hire Period.
- b. **'Activity Date'** means weekly dates within the Hire Period where Activities take place.
- c. **'Change Rooms'** means the changerooms located within the Southern Fields in Victoria Park / Pakapakanthi / Park 16.
- d. **'Commencement Date'** means the date on which the Hire Period begins, as listed in Item 7 of the Schedule.
- e. **'Coordinator, Recreation Planning and Capacity Building'** means the Council staff member who is allocated to assist with booking of the Park Lands.
- f. **'Events Management'** means Council's Events team.
- g. **'Expiry Date'** means the date on which the Hire Period ends, as listed in Item 3 of the Schedule.
- h. **'Heritage Grandstand'** the grandstand located in Victoria Park / Pakapakanthi / Park 16.
- i. **'Hire Period'** means the length of time from the Commencement Date to the Expiry Date.
- j. **'Hired Area'** means the location referred to in this Agreement, as shown in Appendix 3.
- k. **'Hire Fee'** means the fee paid to Council by the Hirer for use of the Hired Area in the Hire Period.
- l. **'Park Lands'** means Adelaide Park Lands Plan (GRO 01/2014) – an instrument of the Adelaide Park Lands Act 2005, as shown in Appendix 6.
- m. **'Permitted Use'** means an ongoing standard booking of a location in the Park Lands for an Activity as regulated by this Agreement, as set out in Item 6 of the Schedule.
- n. **'Schedule'** means the table at the front of this Agreement which provides details of this Agreement.

3 Variation to Schedule

- 3.1 Council shall have the right to amend and vary the Schedule at such times as Council determines from time to time at its discretion.
- 3.2 The Hirer may request Council amend and vary the Schedule. Council shall provide written notice to the Hirer setting out the details of any amendments and variations and the date upon which they will take effect provided always that Council must provide at least 30 days' notice to the Hirer and the Hirer shall be bound by the terms of this Agreement as varied or amended.

4 Special Conditions

The Hirer must observe and perform and cause to be observed and performed the special conditions attached to this Agreement as Appendix 2 and, in the event of any inconsistency between the provisions of this Agreement and the special conditions, the special conditions shall prevail.

5 Cancellation of the Activity

- 5.1 Council must be notified in writing of cancellation of an Activity at least 7 days prior to the Activity date. Failure to notify Council may result in Park Lands site fees and requested operational services fees being charged.
- 5.2 Alteration of the Activity date may also incur an administration fee. The fee for amendment is \$15 excluding GST.

6 Activity Locations

The Activity must only take place in the Hired Area and, unless otherwise approved, must not interfere with pedestrian flow, public amenities, local businesses or residents.

7 Insurance and Indemnity

- 7.1 The Hirer shall have and maintain for the Hire Period a policy of insurance against risks to the public in relation to the Activity, and such policy to be of a minimum amount of \$20 million in respect to any one claim, and list Council as an interested party.
- 7.2 The insurance policy must confirm that indemnity is granted to Council for any liability, loss, claim or proceedings in respect of any injury, loss or damaged sustained by a third party, including Council, where the injury, loss or damage arises from the use of the Park Lands.
- 7.3 The Hirer must immediately notify the relevant insurers and Council in writing of any occurrence or accident likely to give rise to a claim under the insurance policy and give all information and assistance as may be reasonably practicable in all the circumstances.
- 7.4 The Hirer must fully indemnify Council against:
 - 7.4.1 any liability, loss, claim or proceeding caused by any negligent act or omission or wilful misconduct or breach of statute by the Hirer, its employees, agents or subcontractors; and
 - 7.4.2 any breach of the conditions of hire by the Hirer, its employees' agents or subcontractors.
- 7.5 The Hirer's indemnity to Council is reduced proportionately by the extent that the injury, loss or damage is contributed to by the wilful or negligent act or omission of Council and its employees and officers.

8 Warranty

The Hirer warrants that it has inspected the Hired Area and that the Hired Area is fit for the Activity and the Hirer's use. Council does not warrant that the Hired Area will be suitable for the Activity or the Hirer's use.

9 Safety and Risk Management

- 9.1 All Park Land activities are subject to Council assessment in regard to risk management and safety.
- 9.2 Dependent on the size and nature of the Activity, the Hirer may be required to liaise with key stakeholders including SA Police and Emergency Services and provide Council with a detailed risk, emergency and safety management plan in accordance with AS/NZS ISO 31000:2009 (or current replacement standard) no less than 21 days prior to the Commencement Date for approval by Council. This plan must incorporate provisions for the control and coordination of the Activity inclusive of responsibilities of relevant personnel and emergency response procedures.

10 Keys

- 10.1 The Hirer will be required to sign any required keys in and out before and after the Hire Period from Council's Security desk located in Customer Centre, 25 Pirie Street.
- 10.2 A refundable deposit of \$50 per key card is required before any keys will be allocated, key cards will grant the Hirer access to the Victoria Park Change Rooms (Southern Fields) during the Hire Period.

- 10.3 It is the responsibility of the Hirer to ensure that all persons attending the Activity are made aware of how to access the Change Rooms.
- 10.4 Upon request, keys to Park Lands access gates are available at a \$50 refundable deposit made to the Park Lands Ranger.

11 Vehicle Access

- 11.1 Permission is granted for vehicles to access the Park Lands, as required, for the specific purpose of conveying goods and equipment to the Hired Area – unloading and loading only. Once a vehicle is unloaded/loaded it must be driven off the Hired Area / Park Lands and into allocated public parking areas. No vehicles are permitted on any sports field / Park Lands.
- 11.2 It is the responsibility of the Hirer to ensure that all persons attending the Activity are made aware of the above conditions regarding parking in the Park Lands.
- 11.3 Vehicles that are illegally parked on the Park Lands will be subject to an infringement notice.
- 11.4 Continued failure to respect parking conditions, will result in termination of this Agreement.
- 11.5 Emergency Services vehicles (including St John) do not require permits.

12 Line Marking

Council will provide line marking (excluding cricket) for the duration of the Hire Period.

13 Equipment & Storage

- 13.1 The provision of all equipment required for an Activity is the responsibility of the Hirer and all costs must be borne by the Hirer. Council does not supply equipment such as PA or sound systems and chairs, etc. Set up and pull down of all equipment and requirements is to be undertaken by the Hirer, at their expense.
- 13.2 If any such equipment is deemed unsafe, unsuitable or unsatisfactory by Council for any reason whatsoever, it shall be removed from the Park Lands by the Hirer, at their expense.
- 13.3 Guidelines regarding the set-up of structures in the Park Lands can be requested from the Coordinator, Recreation Planning and Capacity Building.
- 13.4 The Hirer is responsible for all property, equipment, decorations and materials associated with the Activity. Council will not accept any responsibility for damage or loss prior to, during or after the Hire Period.
- 13.5 The Hirer is responsible for all property, equipment, decorations and materials stored on Hired Area overnight or for the Hire Period. Council will not accept any responsibility for loss or damage prior to, during or after the Hire Period.

14 Park Lands Events

- 14.1 The Hirer acknowledges and agrees that the Hired Area may not be available for use and occupation as a result of any public, special or major events to be held in the Park Lands (whether such events are arranged by Council, any Statutory Authority or by any other person) provided that where Council arranges or approves an event it will use all reasonable endeavours to provide at least (30) days' notice to the Hirer.
- 14.2 If the Hirer is approached by an individual/group/organisation to hold any event/fete/activity etc. within the Hired Area, this contact must be referred to Council's event management team and must be approved by Council.
- 14.3 Council may grant any approval for any event to be held on the Hired Area (whether the request has been made to the Hirer or Council directly) including allowing such event to be held at a time or on days the Hirer is permitted to use the Hired Area under this Agreement (**Appendix 5** details a list of events already scheduled to take place during the Hire Period).
- 14.4 The Hirer may not make any claim against Council arising from or in connection with any public, special or major events (whether such events are arranged by Council, any Statutory Authority or by any other person) or the Hired Area not being available for the Hirer's use and occupation.
- 14.5 The Hirer will not be required to pay the proportion of the Hire Fee (or where the Fee has been pre-paid is entitled to a proportional refund of credit of the Fee) for the period the Hired Area is not available for use by the Hirer as a consequence of any public, or special or major event.

15 Use of Playgrounds & Barbecues

- 15.1 Exclusive use of BBQs and playgrounds throughout the Park Lands is not permitted. Playgrounds and BBQs must always remain accessible to the general public.
- 15.2 Use of portable BBQs is permitted provided residue is removed from the Hired Area and not left on the grass surface or in litter bins. BBQ fires are not permitted on days when a total fire ban is declared for the inner-metropolitan area.
- 15.3 More information regarding the use of BBQs and flames can be sought from the CFS Fire Bans Hotline (1300 362 361).

16 Flags & Banners

- 16.1 Flag and banner sites are available for temporary hire, at designated locations around Adelaide.
- 16.2 The application, conditions and eligibility for flags and banner sites can be found on: www.cityofadelaide.com.au

17 Signage in the Park Lands

- 17.1 The Hirer must obtain permission from Council to erect any signage in the Park Lands, including marketing and promotion of the Activity.
- 17.2 Signage must not be attached to any fixture without the express permission of Council including attaching signage to any tree, plant, fixture, sculpture or artwork.
- 17.3 Adhesive tape must not be affixed to any internal walls of a Council building.
- 17.4 Council reserves the right to refuse any applications for signage.

18 Crowd Control

The Hirer is responsible for the provision of security as deemed necessary. All arrangements in regard to crowd control are the responsibility of the Hirer.

19 Fencing

- 19.1 The use of barbed wire in the Park Lands under any circumstances is not permitted – all fencing requirements must adhere to Council policies, guidelines and by-laws.
- 19.2 Fencing of the Hired Area (or a portion of the Hired Area) must be approved by the Coordinator, Recreation Planning and Capacity Building. (Such approval is at the Coordinator, Recreation Planning and Capacity Building discretion.)

20 Structural Requirements

- 20.1 No tent, stall, staging or other structure or equipment (including Showman's Guild equipment) may be erected on the Park Lands without written consent and must be sited as directed by Council.
- 20.2 Any works undertaken (e.g. provision of power, erection of marquees, staging, cleaning of toilets etc.) in connection with the Activity must be carried out to the satisfaction of the Coordinator, Recreation Planning and Capacity Building. Any costs incurred by Council in the provision of services prior to, during or following the Activity will be borne by the Hirer.
- 20.3 Dependent on the size and nature of infrastructure relating to the Activity, the Hirer may require development approval prior to erection of any infrastructure or advertising display. The Coordinator, Recreation Planning and Capacity Building will discuss this process with the Hirer.
- 20.4 Information regarding all staging and structures to be installed must be submitted to Council for approval at least 28 days before installation at the Activity. The information required may include certification from an independent suitably qualified and experienced structural engineer confirming that the design of the temporary structure is adequate and information confirming the proposed structures are suitable for the site, nature and duration of the Activity.
- 20.5 A certificate from a qualified installer or engineer confirming that the temporary structures have been erected in accordance with appropriate specifications may also be required prior to the start of the Activity.

21 Pedestrian & Cycling Paths

Except with express permission of Council, all pedestrian and cycling paths must not be obstructed in any manner during the Hire Period.

22 Selling/Fundraising

Except with express permission of Council, the Park Lands must not be used for any fund-raising activities involving taking collections or selling goods outside the Hired Area.

23 Catering

- 23.1 Proprietors of temporary food businesses must comply with food safety practices, as set by Council's Environmental Health team, for the duration of the business' operation.
- 23.2 The Hirer must advise Council of any operators of temporary food premises associated with the Activity (i.e. catering vans) prior to commencing any food handling operations.
- 23.3 An inspection of the catering facilities at the Activity may be conducted by the Council Environmental Health team.
- 23.4 A brochure, detailing the requirements of operating temporary food premises under the *Food Act 2001* and Food Safety Standards, is available from Council's Environmental Health team.
- 23.5 All catering must comply with the *Food Act 2001* and the relevant food safety standards. The Hirer must notify the Safer City Health team at Council on occasions the Agreement wishes to serve food during the Activity. For more information please email health@cityofadelaidel.com.au or please call 8203 7405.

24 Water

The Park Lands are irrigated with recycled water. Under no circumstances is the Hirer permitted to plumb into irrigation or recycled water lines. Designated potable (drinkable) water outlets are available in some areas of the Park Lands. The Coordinator, Recreation Planning and Capacity Building will be able to advise the location of the outlets and the Hirer must liaise with the Coordinator, Recreation Planning and Capacity Building for access to a potable water supply. In areas where there is no access to potable water, the Hirer must supply their own potable water for use at the Activity.

25 Drink Containers

If beverages are dispensed into drink containers, they must be either paper or plastic, unless otherwise authorised. If plastic, it must be sufficiently pliable so as not to splinter when crushed (DET pack Hygienic Lily 6-9p or equivalent are suitable). If beverages are not dispensed into containers, then they must be sold in cans or plastic but not glass bottles (unless otherwise authorised).

26 Liquor Sales & Consumption

- 26.1 Liquor licences are issued by the Office of the Liquor & Gambling Commissioner (**OLGC**). For more information as to whether a liquor licence is required, please contact the OLGC on (08) 8226 8410.
- 26.2 If a liquor licence is required, to assist with the approval process, a copy of the application should also be sent to Council's Development Officer (Liquor Licensing), who will assist with the processing of the application and liaise with the Hirer as required.

27 Underground Services

- 27.1 Activities which have infrastructure (e.g. marquees, bouncy castles, signage, etc) that requires pegging into the ground the Hirer must ensure that underground services are located and marked.
- 27.2 Council will only take responsibility for marking out underground infrastructure belonging to Council (i.e. irrigation). Council will identify the irrigation system through a series of lines marked within the required area. It is the responsibility of the Hirer to ensure pegging of any structure is not within one metre of any mark out line. Any damage that occurs through not adhering to this will be at the cost of the Hirer.
- 27.3 It is the responsibility of the Hirer to locate other services such as gas, electricity, communications and sewer. The Hirer will need to contact a suitable cable locating company to do this.

28 Noise Mitigation Standard Operating Procedures

All events which use a sound system or PA must comply with Council's Noise Mitigation Standard Operating Procedures which can be found on: www.cityofadelaidel.com.au

29 Copyright Licence

- 29.1 If copyright works are being performed in the Hired Area during the Hire Period, a copyright licence is required by law.
- 29.2 If live music is proposed to be performed in the Hired Area during the Hire Period, an APRA (Australian Performing Right Association Ltd) licence must be obtained by the Hirer. This is to cover the copyright in the song (lyrics, composition etc).
- 29.3 A PPCA (Phonographic Performance Company of Australia Limited) licence is required for the broadcast, communication or public playing of recorded music (e.g. CDs, records and digital downloads) or music videos in the Hired Area during the Hire Period.
- 29.4 Council holds a PPCA licence for the Park Lands however not all activities are covered by this. The Hirer is required to confirm if their Activity requires a PPCA licence.

30 Operational Services

- 30.1 Council can provide a limited amount of operational assistance for an Activity (e.g. provision of power, water, bins etc.) for a fee. The Coordinator, Recreation Planning & Capacity Building will liaise with the Hirer regarding any operational requirements for the Activity. If the Hirer requests operational assistance for an Activity from Council, Council will provide a quote for these services prior to the Activity.

31 Power & Electrical Wiring

- 31.1 Electricity is available in designated areas throughout the Park Lands. The Coordinator, Recreation Planning and Capacity Building will be able to advise if there is power available in the Hired Area.
- 31.2 All electrical equipment plugged into Council power outlets must be tested (in accordance with *AS/NZS 3000:2007 Wiring Rules* or the current replacement standard) and tagged by a qualified person.
- 31.3 Power cords must not be run along the ground. They must either be placed in cable trays or raised 2.75m above walking areas (includes grassed areas) and 5m above roads (or places where vehicles are likely to traverse). It is the responsibility of the Hirer to ensure all services suppliers are made aware of their legal obligations and that all safety precautions regarding power supply and power cords are taken (*as per AS/NZS 3002:2008 Electrical Installations – Shows and Carnivals* and *AS 3533 – Amusement Rides and Devices* or the current replacement standards).
- 31.4 If the Activity requires a larger amount of power than is already provided to the Hired Area, then it is the responsibility of the Hirer to coordinate an alternate supply.
- 31.5 Fees apply for use of power in the Park Lands.

32 Adverse Weather Conditions

Council reserves the right to revoke this Agreement or postpone the Hire Period upon determination by Council that the continuation of the Activity in adverse weather conditions is likely to cause significant damage to the Park Lands. The Hirer will be consulted prior to a determination being made by Council to revoke this Agreement or postpone the Hire Period. Council will not accept any liability for loss, damage or any financial consequences as a result of this Agreement being revoked or the Hire Period being postponed. The Hirer must include an adverse weather plan in the risk management plan.

33 Smoking

Smoking is not permitted in the Hired Area or any Council building (including the Heritage Grandstand) at any time.

34 Observance of Statutes and other Instructions

- 34.1 The Hirer must comply with and give all notices required by any relevant Act of Parliament, ordinances, regulations or Council by-laws.
- 34.2 The Hirer must comply with any instruction or request issued by Council, Police or State Emergency Services.

35 Cleaning & Remediation

- 35.1 It is the responsibility of the Hirer to ensure rubbish and equipment is removed from the location of the Activity at the conclusion of the Activity. If Council is required to undertake additional clean up as a result of the Activity, an hourly labour fee will be charged to the Hirer.
- 35.2 Council may provide 240L wheelie bins to the Hirer to assist with cleaning. The Hirer will be charged a fee for the provision of such bins.
- 35.3 If remediation of the Park Lands is required due to damage caused by the Activity, this will be assessed immediately following the Activity and the Hirer will be charged for the cost of the remediation.

36 Vacating the Hired Area

- 36.1 It is the responsibility of the Hirer to ensure all equipment belonging to the Hirer is removed from the Hired Area by the end of each permitted session as highlighted in Item 6 of the schedule. Any equipment not removed may be disposed of by Council in its absolute discretion.
- 36.2 The Hirer must ensure that the Hired Area is left in a clean and tidy condition and in the same state of repair as at the start of the Hire Period. If any additional cleaning is required as a result of the Activity by the Hirer, the Hirer will be required to pay additional fees to Council.
- 36.3 If repairs are required to be undertaken because of the Hirer's occupation and use of the Hired Area, the cost of the repairs will be assessed by Council and the Hirer will be required to pay for the cost (as assessed by Council) of these repairs.

37 Bond Payments

A site bond or deposit may be required for an Activity if it uses an area deemed to require it by Council (such as the Heritage Grandstand). The Council will notify the Hirer of the amount that it requires the Hirer to pay for a site bond or deposit and this must be paid to Council at least seven (7) days prior to the Commencement Date.

38 The Fee

- 38.1 The Hirer shall pay the Hire Fee for use of areas within the Park Lands as determined by Council and listed in Item 9 of the Schedule.
- 38.2 The structure for the Hire Fee is primarily based on a range of categories including but not limited to commercial activity, general community activity, size of sports fields, level of community access and use of additional facilities such as change rooms and flood lights.
- 38.3 Council reserves the right to classify the Activity in the category deemed most appropriate based on its particularities. It may also vary the Fee previously determined due to changes to the nature and duration of the Activity.
- 38.4 The Hirer will be expected to pay 50% of the Hire Fee before the Commencement Date. The remaining amount of the Fee will be invoiced after the Completion Date.

39 Invoicing

An invoice for relevant Park Land site fees and any requested operational services and facilities will be sent to the Hirer prior to the Hire Period.

40 Operational Services Fees

Charges apply for operational services provided by Council (e.g. provision of power, water, bins etc.). A quote for services requested by the Hirer will be provided prior to the Hire Period.

41 Contacting City of Adelaide during Hire Period

- 41.1 The Hirer may contact Council during the Hire Period on 08 8203 7203.
- 41.2 The Hirer can report any issues with the Change Rooms using the facilities out of hours number 0419 869 136.

APPENDIX 2 SPECIAL CONDITIONS

1. Victoria Park - Dogs off Lead

- 1.1. The Hirer acknowledges the Hired Area is in a dog "off leash" area.
- 1.2. The Hirer must request their members, players and guests to comply with the restrictions that apply in relation to this area and ensure that all dogs are on lead within 50m of an organised sporting event, game, practice or training.

2. Vegetation Management Area

- 2.1. The Hirer:
 - 2.1.1. acknowledges the Hired Area is situated near an area of the Park Lands which has been recognised as sensitive and requires management and conservation. The area is subject to a Management Agreement with the Minister for Environment and Conservation for the future management of remnant vegetation, under the provisions of Section 205 of the *Natural Resources Management Act 2004* (see Appendix 4); and
 - 2.1.2. will not do, cause, or allow anything to be done that may cause harm or damage to this area; and
 - 2.1.3. is permitted to access the area to retrieve balls.

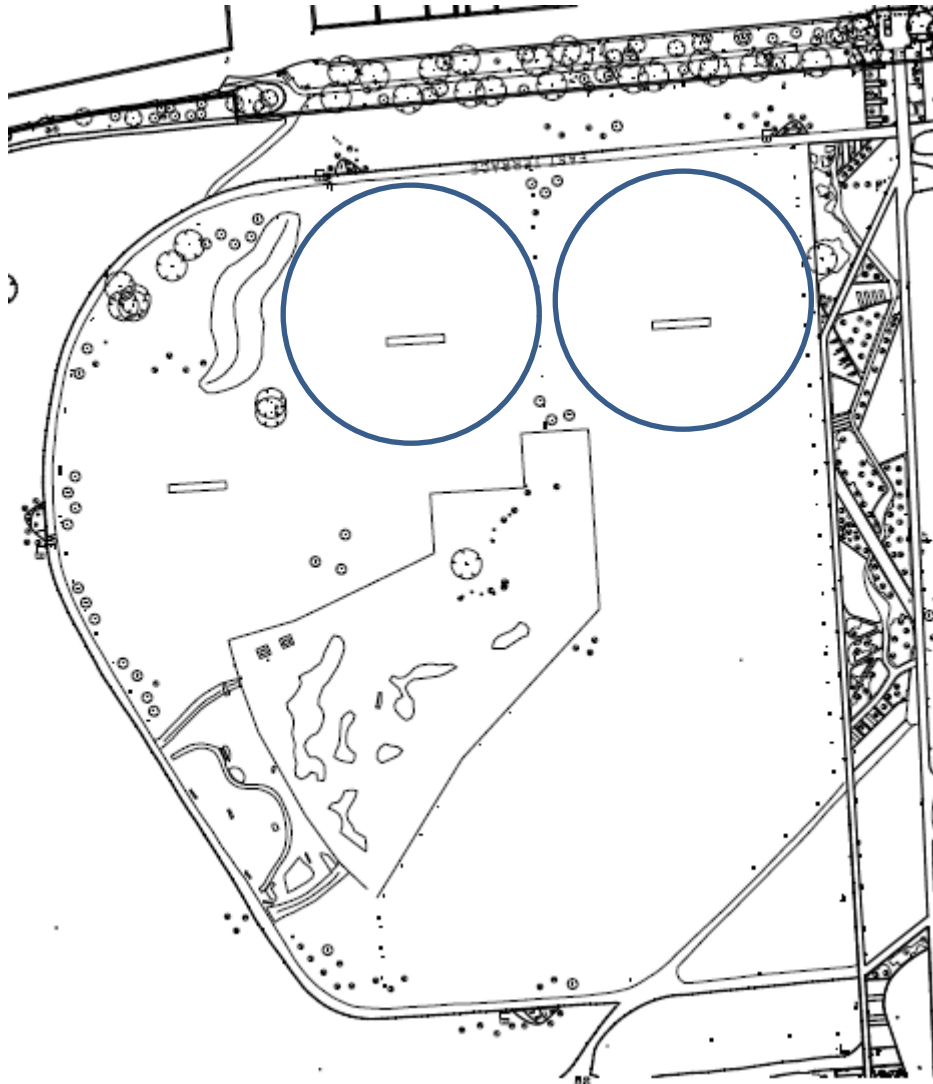
3. Hired Area inclusions

- 3.1. The Hirer acknowledges and agrees the Hire Fee includes the Council undertaking the "inclusions" but not the "exclusions" in the following table:

Inclusions	Exclusions
Fortnightly mow of fields	Weekly mowing
Aeration, fertilising and spraying – twice per year	Remediation of grounds (outside of twice per year)
Irrigation	
Top dressing	

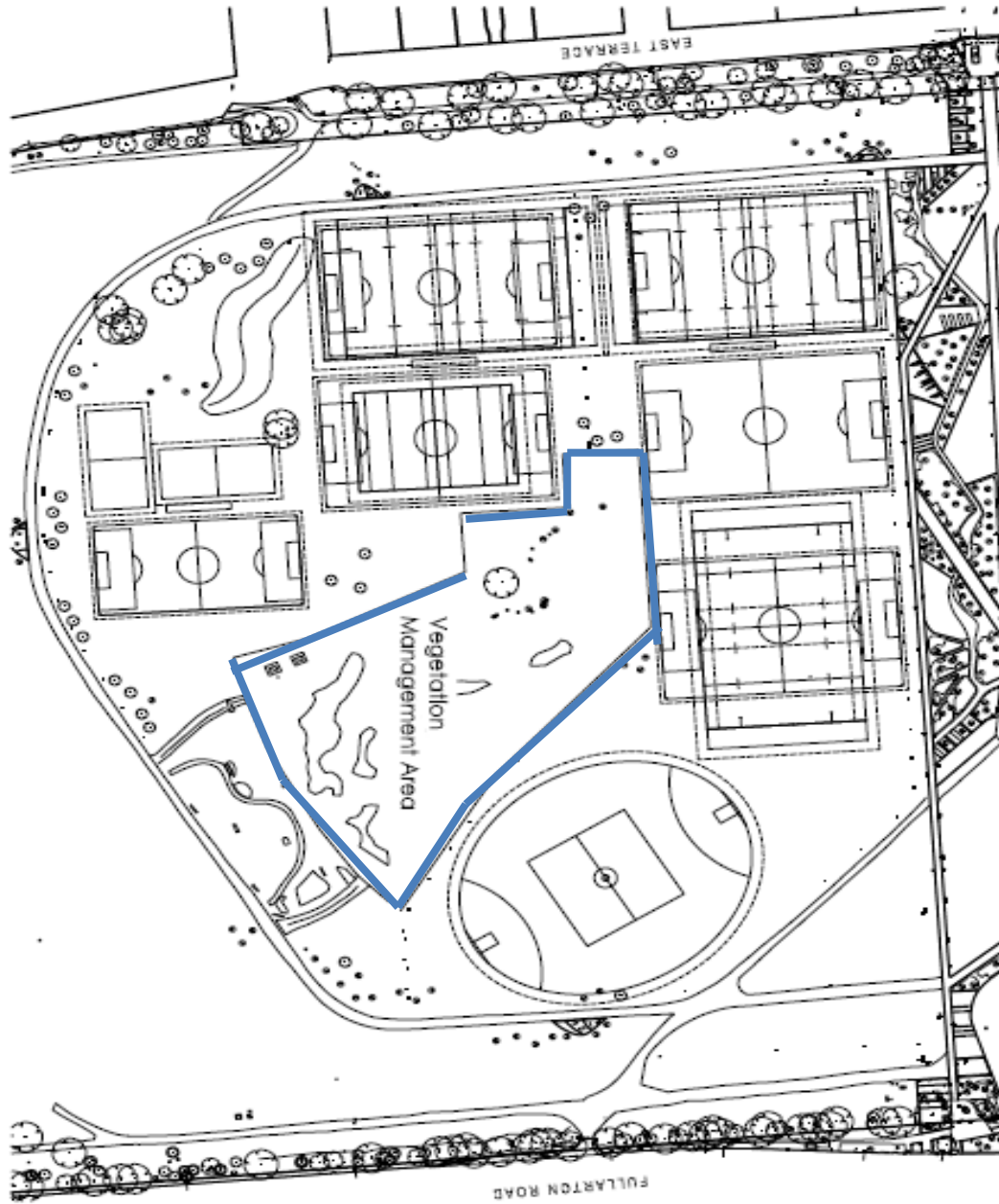
**APPENDIX 3
MAP OF HIRED AREA(S)**

SA CRICKET ASSOCIATION (SACA)



APPENDIX 4

VEGETATION MANAGEMENT AREA



APPENDIX 5

LIST OF SCHEDULED EVENTS DURING HIRE PERIOD

Ovals will be unavailable during these events

- Australian International 3 Day Event Jump – Monday 12 November - Tuesday 20 November 2018
- Adelaide Motorsport Festival – Friday 30 November – Monday 3 December 2018
- Polo in the City – Friday 14 December 2018
- Adelaide 500 – Monday 25 February – Friday 8 March 2019

APPENDIX 6

ADELAIDE PARK LANDS PLAN

