

Tyneside Tennis Courts 2022 Application Form

Company/Organisation: _____

Name: _____

Address: _____

Suburb: _____ Postcode: _____

Phone: _____ Mobile: _____

Email: _____

Resource Preference (Please Tick):

TYNESIDE TENNIS COURTS				
<input type="checkbox"/> Court 1	<input type="checkbox"/> Court 2	<input type="checkbox"/> Court 3	<input type="checkbox"/> Court 4	<input type="checkbox"/> Court 5

Dates & Times:

Start Date & Day	End Date	Start Time	End Time

Exclusion Period/Notes/Special Considerations:

Booking Details:

Age range of participants:		Expected # of participants:	
Contact person during the activity & contact number:			
Reason for booking (Private coaching, competition, casual match, etc):			
Applicant Full Name:			
Applicant Signature:			



The Hirer Agreement hereby granted is subject to the observance by the Hirer of the following conditions and the Hirer covenants with the Council accordingly:

1. The hirer warrants that the application for hiring is made by an authorised person and acknowledges responsibility for payment of the hiring fee and for any liability which may arise from hiring an area at Tyneside Tennis Courts.
2. The authorised person shall be responsible for crowd control, the behaviour of patrons and responsible for the control of noise volume. Failure to behave in an appropriate manner, as determined by staff and or management will result in the individual or the group being asked to leave the premises. This may be escalated to the individual or group being banned from the venue, at Council's discretion.
3. Access to Tyneside courts or other hired area is only permitted from the start of the hirer's booking time. Access to the facility prior to or after the booking time is not permitted. Where keys or access to the facility by other means is provided to hirers, it is the hirers responsibility to ensure the areas being hired or included in the hire are locked and secure after the booking time.
4. The hirer is to acknowledge on behalf of the hiring group that during all such times as on the premises of or included in any activity external to the premises which is organised, approved or endorsed by Willoughby Council, both property and person shall be at own risk and will not hold Willoughby Council liable for any personal injury or loss of property which may arise from negligence of its employees, agents, contractors, voluntary workers, other users of the facility or participants in the activities or spectators or other parties providing services through or in the facilities of Willoughby Council.
5. The hirer acknowledges that groups must adhere to the rules and conditions of entry and those specific to the area being hired
6. Willoughby Council will be responsible for the condition of the nets, net posts and other associated equipment. However, as an unmanned facility, it may be necessary for hirers to assist Council with equipment set-up and pack down. This will be determined and agreed at the time of hire.
7. The hirer must complete all documentation and pay fees as per invoice prior to booking commencing.
8. Charges for Tyneside Tennis Courts are set by Willoughby City Council and are subject to annual increases.
9. The hirer must vacate the facility at the expiration of the time specified on the

booking form. Failure to do so will result in further hire charges being applied.

10. Supervisor ratios must meet safety standards. At any point Willoughby City Council reserves the right to request more supervisors be present for a booking.
11. The hirer shall not sub-let transfer or lease any part of Tyneside Tennis Courts.
12. The hirer shall not sell, dispose of or supply anything at the venue without prior written approval from Council.
13. No Food or glass products are permitted in the area hired at any time, unless otherwise specified in writing from Council. Alcohol is prohibited whilst on venue premises
14. Appropriate clothing, especially footwear, will be worn at all times. Failure to comply will result in access being denied to the area.
15. Any damage to properties determined by Council to be beyond reasonable 'wear and tear' must be paid for by the hirer. Payment will be based on the quoted cost to repair or replace the item.
16. First Aid is the responsibility of the hirer. Duty of care remains with the hirer.
17. The hirer will supply their own first aid kits. **NB Hirers must ensure their first aid kits include enough ice to attend to all incidents that may arise during the hire period.**
18. The hirer must have a designated individual overseeing the group at all times. This individual must understand the evacuation procedure and is competent to complete this for the group they are supervising.
19. Payment terms are 30 days from date of invoice. If payment terms are not met additional charges may apply.
20. Indemnity by organization/hirer

The Organisation/Hirer shall indemnify Council against:

- Loss or Damage to Council Property that has resulted directly from the use or negligence of the hirer.
- Claims made by any person against the Council for injury, death, loss or damage to property that are directly related to the negligence of the hirer. This indemnity does not extend to the Council if it can be deemed that the injury/death/loss or damage to property can be attributed to any negligent act done by the Council. Where this

agreement covers Crown Land, the Organisation shall indemnify the Minister administering the Crown Lands Act, 1989 in like manner to the above.

- (In the case of sporting groups) The Hirer/User will provide proof/evidence of adequate and current sport insurance providing cover to club members or participants, and only registered members of the club (who are afforded cover under the sports insurance) will participate in the events.

21. Organisations Insurance

The Organisation shall take out Public and Products Liability policy of insurance with an Insurer licensed to write liability insurance business in Australia which policy shall:

- Name the Organisation as Insured under the policy,
- Include in the coverage the liability of the Organisation as Hirer of Council premises
- Be maintained in force for the duration of the license agreement
- Have a Limit of Indemnity of not less than TWENTY MILLION DOLLARS for any one occurrence with an automatic reinstatement clause

The Organisation shall, prior to commencement of the Agreement, and on demand throughout the duration of the Agreement, supply to Council a Certificate of Currency in respect of the policy.

22. All enclosed Council Facilities are strictly non-smoking venues and the Hirer shall undertake responsibility to enforce prohibition.

The Approval Holder acknowledges that the Land is subject to Council's Smoke Free Environment Policy ("the Policy") and that smoking is not permitted on the Land. The Approval Holder shall do all things necessary to comply at all times with the Policy including but not limited to not allowing its employees, agents and/or invitees (including its customers) to smoke on the Land and to displaying signage on the Land as required by the Policy. The Approval Holder may obtain a copy of the Policy from Council's website, from Council's chambers or by request to a Council Property Officer".

23. Neither the Council, nor any of its officers or servants, shall be liable for any loss or damage sustained by the licensee, or any person, firm or corporation supplying any article or thing to the licensee by reason, or any such article or thing being lost, damaged or stolen. Property not belonging to Council may not be left at the Facility outside of the term of the Agreement other than by express agreement with the responsible Council officer. In those cases, the goods are at the owner's risk and Council shall have no responsibility for their safety.

24. This licence is personal to the licensee and subletting of the premises, or any section, or part thereof, is absolutely prohibited and will not be recognised under any circumstances.
25. Upon termination of each use, the Organisation will leave the premises, building and facilities in a clean and tidy condition.
26. The Organisation will not in any way interfere with or permit interference with any fire door, fire exit stair, fire fighting appliance, safety sign, emergency lighting or any other safety measure installed in or on the premises.
27. Council undertakes to provide, at the commencement of this hirer agreement, a venue which is safe and fit for its intended use. The Hirer undertakes, during the currency of this agreement, to inspect all hired areas and equipment immediately prior to their use to ensure such areas remain safe and fit for the proposed purpose. Spectators and items such as seating and equipment must be situated at a safe distance from the sidelines of an activity. Any hazards or unsafe conditions must be reported to the nominated Willoughby Leisure centre staff immediately
28. The hirer must comply with any reasonable Work Health and Safety (WHS)
29. For reasons of safety no chairs, tables or similar items of equipment are permitted on the courts.
30. Unforeseen Circumstances: Willoughby Council reserves the right to alter or cancel bookings at short notice for unforeseen circumstances. Should this occur, every effort will be made to accommodate your booking at an agreed time.
31. Termination: Willoughby Council may terminate this agreement immediately by notice in writing if the hirer fails to comply with any part of this agreement. The hirer may terminate this agreement by providing Willoughby Council in writing three (3) months notice prior to the date they wish to cease the booking

The hirer shall sign each page of these terms and conditions as evidence that he/she has read, understood and accepted the same.

NAME: _____

ORGANISATION: _____

SIGNATURE: _____

DATE: _____