

NORTHERN TERRITORY OF AUSTRALIA CONDITIONS OF HIRE Marrara Indoor Stadium

GENERAL

- 1) 'Hirer' for the purpose of an Application for Facility Hire shall mean the club, association, league, federation, society, team, person or other body whether incorporated or unincorporated to which the use of the Stadium or parts thereof is granted by permit.
- 2) The Manager shall reserve the right to cancel a permit without notice in the event of any contravention of the relevant ordinances and regulations for the care, protection and management of the Stadium, or of these conditions by the hirer, its servants, agents, invitees or independent contractors to which the permit has been granted.
- 3) The Manager shall reserve the right to cancel an allocation of the Stadium without notice if he/she considers that it will be unduly damaged by use. In such cases, money received will be refunded.
- 4) The Stadium is available for hire for a use approved by the Manager ('approved use').
- 5) Hirers using the Stadium wholly or parts thereof MUST take out adequate liability insurance for the particular event, to cover the period of use for the specific facility being used, and must produce evidence of insurance on demand by the Manager.
- 6) Permission shall be obtained by all persons interested in the copyright for performing rights of any matter used for entertainment.
- 7) Any organisation not vacating the Stadium by the time specified on the Application shall be liable to such further charges as the Manager may determine.
- 8) Any authorised Officer of the Stadium shall at all times, notwithstanding any hiring, be entitled to free access to any part of the Stadium.
- 9) The Stadium shall not accept any responsibility for failure in the lighting, cooling, scoreboard or public address systems. If a fault does occur, however, this will be attended to as soon as possible.
- 10) The Stadium is strictly a non-smoking venue.

APPLICATION AND PAYMENT

- 11) An Application for Facility Hire form must be completed in writing or via the online website Application for Facility Hire form.
- 12) On receipt of an application for an approved use, accompanied by a deposit (if requested by the Manager), a booking will be made if the requested hiring period is available.
- 13) a) Ordinarily, deposit must be paid at least 28 days before the hiring period.

- b) Under circumstances deemed suitable by the Manager, a deposit may be required more than 28 days in advance.
- c) If the deposit is not paid in due time, a booking which has been made will be deemed to have been cancelled by the Hirer and the Stadium will not be liable for any loss sustained by the hirer.

CANCELLATION BY HIRER

- 14)
 - a) A hirer may cancel a booking by giving written notice to the Manager.
 - b) The Manager may accept verbal notice of cancellation.
- 15)
 - a) Where a booking is cancelled by the Hirer, at least 28 days before the hiring period, the hiring charge or deposit will be refunded.
 - b) In any other case:
 - i) The hirer must pay any expense incurred by the Stadium.
 - ii) Where a facility or part of a facility can be re-hired, an appropriate refund will be made to the original hirer.
 - iii) Any deficit may be recovered from the original hirer.

CANCELLATION BY MANAGER

- 16)
 - a) Whenever, in the opinion of the Manager, a facility will be unfit for use during a hiring period:
 - i) The Manager may refuse or cancel a booking.
 - ii) The hiring charge or deposit already paid will be refunded.
 - b) The Northern Territory Government, the Stadium or the Manager will not be liable in respect of any loss or damage sustained as a result of a cancellation by the Manager through circumstances beyond the manager's control.

USE OF FACILITY

- 17)
 - a) A facility shall not be used for an activity different to that specified on the application form.
 - b) A hirer shall not permit a person not subject to the direction and control of the hirer to use the facility hired.
 - c) Where a facility other than that booked is used the appropriate charge will be levied.
 - d) Where a facility is used for longer than the period of hiring, the hirer will be required to pay the additional hiring charge calculated at the relevant rate.

CHARGES

- 18) As per 'Hire Charges' available on the Marrara Indoor Stadium website:
www.mis.nt.gov.au

SECURITY BOND

- 19)
 - a) The Manager may require the hirer to lodge a security bond called 'the bond' at the time the application is made. This bond will be used to cover any expenses incurred by the Stadium Management for the cleaning or repairing of any damage that might have occurred during the period of

hire. Any bond money not so used this way will be returned to the hirer within 14 days.

- b) Where the value of the damage caused to the Stadium or any part thereof during the period of hire exceeds the value of the bond, the hirer agrees to pay on demand all additional costs and expenses incurred in repairing property and equipment damaged during the hire.

FIRST AID FACILITY

- 20) a) It is the responsibility of the hirer to organise the manning of the first aid room if required.
- b) It is the responsibility of the hirer to supply a first aid kit during the hire.

ON-SITE CATERING AND KIOSK OPERATOR

- 21) The Stadium is serviced by an on-site catering and kiosk operator. The caterer has the sole right to the provision of kiosk service at the Stadium. The hirer shall not, without the consent of the kiosk operator, sell any foodstuffs or non-alcoholic drink products at the Stadium.

Any hirer requiring food service of a more comprehensive nature than take-away style of kiosk service must give the on-site caterer first opportunity to tender on service provision.

INSPECTION

- 22) The Manager may enter and inspect the facility at any time during a hiring without paying a charge.

ADMISSION

- 23) The Manager may at any time before or during a hiring, with absolute discretion and without having to give reason, prohibit the admission of any person or class of persons to the Marrara Indoor Stadium.
- 24) The hirer shall not admit any such person or a member of such class of persons.
- 25) a) The Manager or Stadium staff may direct any such person or member of any such class of persons to leave the Stadium.
- b) If any such direction is not obeyed forthwith:
 - i) the Manager may close the facility
 - ii) the hirer will be deemed to have voluntarily abandoned the hiring
 - iii) the hirer will not be entitled to a refund of the hiring charge or any part thereof and;
 - iv) the Northern Territory Government, Stadium or the Manager will not be responsible for any loss or damage sustained as a result of the closure.

MAKING GOOD DAMAGES

- 26) The hirer agrees to pay the Stadium on demand the cost of repairing or making good any damage to the Stadium or any part thereof arising out of or incidental to the hiring and for the loss of any equipment included in the hiring provided, however, that the hirer shall not be responsible for damage caused by an Act of God, or in events out of his or her control.

DUTIES OF THE HIRER

- 27) a) Obey all visual instruction and signs displayed in the Stadium except with the prior consent of the Manager.
- b) Be responsible during the period of hire for the supervision and control of all persons, vehicles and facilities during the period designated and without limiting the generality of the foregoing, ensure that facilities such as changing rooms, toilets and showers are used in the proper and orderly manner and left in a clean and tidy state after such use.
- c) Ensure that competitors and spectators maintain an appropriate standard of dress at all times.
- d) Ensure that children are kept under the control or supervision of adults at all times.
- e) Ensure that spectators do not move onto the main sports area unless specifically invited to do so by authorised personnel.
- f) Obey the proper instructions of the Manager and his staff. The hirer will also ensure to the best of his or her ability that all competitors, officials and spectators do likewise.
- g) Indemnify the Northern Territory Government for any loss or injuries sustained by any persons suffered during the period of the hire by executing such form of indemnity as the Stadium Management shall require from time to time.
- h) Ensure that flat sole, non marking shoes only be worn in the main Stadium sports floor except with the prior consent of the Manager.
- i) Not bring into the Stadium any animals.
- 28) The hirer shall not without the written approval of the Manager:
- a) Assign or sublet the whole or part of the Stadium.
- b) Hawk, sell, dispose of or supply anything whatsoever in the Stadium.
- c) Install any electronic equipment.
- d) Alter, move or remove any fixtures, fittings or furnishings in the Stadium.
- e) Conduct any advertising displays in the Stadium.
- f) Conduct collections, sweepstakes, lotteries, games of chance or mixed chance and skill, or bet or wager. In the event of permission being granted to stand a bookmaker on site during a hiring, proof must be provided that the bookmaker is registered with the Racing Gaming and Licensing Division.
- g) Erect any marquees, huts or stalls or similar structures.
- h) Bring or permit to be brought into the Stadium, for any purpose whatsoever, any vehicles or furniture, equipment or machinery.
- i) Permit food and drinks to be sold or consumed on the floor of the main Stadium.
- j) Permit the bringing in, or sale of, any alcoholic beverages in the Stadium or its surroundings. If the sale of alcoholic beverages is approved by the Manager the hirer shall:

- i) obtain an appropriate licence under the Liquor Act ('Liquor Licence');
 - ii) provide a copy of the Liquor Licence to the Manager; and
 - iii) comply with all terms and conditions of the Liquor Licence and relevant liquor laws.
- k) Allow smoking as it is strictly prohibited in the main stadium area for all events.
- l) Issue any advertising or promotional materials or any media releases which associates the Stadium in any way with the activity for which the Stadium has been hired.

LIABILITY OF THE NORTHERN TERRITORY GOVERNMENT

- 29) a) The Northern Territory Government will not be responsible for any valuables lost or stolen in the Stadium during the period of hire.
- b) The Territory shall not be liable for any fault or failure that might occur during the period of the hiring in the electricity supply or in the lighting, scoreboards or public address system.

INTERPRETATIONS

- 30) The conditions of hire shall be interpreted as if it were a document otherwise subject to interpretation in accordance with the INTERPRETATION ACT.
- 31) In these conditions, unless the context otherwise requires:
- a) 'STADIUM' means the Marrara Indoor Stadium and the surrounding lands and car park under the control of Sport and Recreation.
 - b) 'MANAGER' includes an assistant or acting manager and any duly authorised or designated officer of Sport and Recreation.
 - c) 'FACILITY' means a part of the Marrara Indoor Stadium and fixtures, fittings or equipment the subject of a hiring.