

Conditions of Use

Oval/Reserve – Annual and Seasonal Hire

A permit may be granted at the pleasure of Council for use of the area described subject to stated conditions as set out below, any previously agreed conditions in writing and further conditions that may be agreed to in writing from time to time.

The permit holder agrees to:

- Accept responsibility for all marking, turf wicket preparation (including mowing), oval lights, erection and dismantling of goal posts, baseball stops and pitchers mounds and any other maintenance requirements relating to the particular sport or activity on the oval/reserve. Under no circumstances shall any substance be used for line marking that will kill or severely damage turf or grass. Any damages incurred by Council to repair said lawns or turfed areas will be passed on to those responsible.
- Maintain the area in a clean and tidy condition at all times.
- Pay the prescribed fee (or instalments) by the due date(s).
- Indemnify and keep indemnified and to hold harmless the Council, its servants and agents and each of them from and against all actions, costs, claims, damages, charges and expenses whatsoever which may be brought or made or claimed against them or any of them arising out of or in relation to the conduct of the activity.
- Forthwith take out and thereafter maintain a public risk insurance policy in the joint names of the Council and permit holder in respect of injury or loss occurring on or about the permit area for a minimum sum of twenty million dollars in respect of each and every claim which may be made or claimed against the Council or permit holder.
- Not engage in, permit any activity other than that for which the permit is issued, or sub-let to any other person or organisation for any purpose without the prior written approval of Council.
- Observe all Council By-laws and regulations in respect to use of parklands and reserves.
- Take all reasonable precautions to avoid damage to utility and oval/reserve surfaces and to immediately notify council in the event of any such damage occurring.
- The parties agree that the fee and any other payments due to the Council is exclusive of any GST payable by the Council on or after 1 July each year. The fee and any other payments due under this permit shall be increased by an amount sufficient to ensure that the net amount derived by Council after the introduction of the GST remains the same.

All of the foregoing conditions, any special conditions and agreed conditions in writing shall be carried out to the reasonable satisfaction of Council and failure to comply with any conditions shall constitute a breach of this permit and permission granted for use of the property may be revoked.