

**LATROBE  
LEISURE**

# Conditions of Hire

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## General Hire Terms and Conditions

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#### 1. Definitions

- 1.1. **Active Supervision** means continuous supervision where the Supervisor maintains direct visual contact with participants and is able to immediately intervene or provide assistance if required. Active Supervision excludes supervision from areas that materially impair effective monitoring or response capability and use of electronic devices.
- 1.2. **Agreement** means these General Hire Terms and Conditions including all referenced attachments together with:
  - 1.2.1. Facility Hire Application Form completed by the Hirer;
  - 1.2.2. Facility Conditions of Entry as apply on the date of the booking.
- 1.3. **Council** means Latrobe City Council.
- 1.4. **Facility** means the Council sporting/leisure facility specified in the Facility Hire Application Form.
- 1.5. **Facility Manager** means the Council officer or contractor responsible for operational management of the Facility.
- 1.6. **Force Majeure Event** means any event or circumstance beyond the reasonable control of the party affected by it which renders the use of the Facility by the Hirer impossible, illegal, unsafe or materially impracticable, including without limitation:
  - a) natural disasters including fire, flood, storm, earthquake or other extreme weather event;
  - b) any act of government or public authority, including any law, regulation, order, direction or public health restriction;
  - c) strike, lockout or other industrial dispute;
  - d) act or threat of war or terrorism, civil commotion, riot or disorder in or around the Facility;
  - e) any circumstance which Council or the Hirer, acting reasonably, believes jeopardises the safety of attendees, staff or property; or
  - f) any pandemic, epidemic or public health emergency (including COVID-19),

and includes any similar cause or circumstance which could not reasonably have been prevented, avoided or overcome by the exercise of reasonable diligence by the affected party.

- 1.7. **GRISS** means Gippsland Regional Indoor Sports Stadium
- 1.8. **Hirer** means the person or organisation hiring the Facility as specified in the Facility Hire Application Form.
- 1.9. **Hired Area** means the part of the Facility being hired by the Hirer as described in the Facility Hire Application Form.

1.10. **Hire Period** means the period of time approved by Council during which the Hirer is permitted to access and use the Facility under a booking, including any set-up and pack-down time unless otherwise specified by Council.

1.11. **Supervisor** means:

- a) a responsible person aged 16 years or above; and
- b) in relation to supervision at aquatic facilities, a person who, in Council’s reasonable opinion, is a competent swimmer physically capable of providing Active Supervision and able to safely enter the water and provide immediate assistance if necessary.

**2. Supervision during Hire Period and First Aid**

All Hires

- 2.1. The Hirer is responsible for the supervision, safety and control of all persons attending the Facility in connection with the booking during the Hire Period. The Hirer must ensure that supervision is adequate, continuous and appropriate having regard to the nature of the event, the age and ability of participants, and any requirements set out in this Agreement or directed by Council staff.
- 2.2. Supervisors must be familiar with all areas of the Facility being used and must accompany children under their supervision where reasonably required, including to change room areas.
- 2.3. A Hirer hiring the Facility outside of the Facility’s ordinary trading hours is responsible for providing an adequate number of appropriately trained supervisors, as determined by Council, for the duration of the Hire Period. On request, Council can provide a suitable number of trained staff at additional cost to be met by the Hirer.
- 2.4. Contact details and a copy of qualifications for all members of first aid personnel to be present during the Hire Period under clauses 2.11 or 2.12 will be provided to Council no later than 7 days prior to the Hire.
- 2.5. On request, Council may provide first aid staff and/or equipment at an agreed cost to the Hirer. Whether such support is provided is at the discretion of Council.
- 2.6. If any person attending the Facility pursuant to the Hirer’s booking wishes to remain after the period of hire has finished, they must leave the Facility with the Hirer and re-enter if the space is available at the time.

Hire of Aquatic Facility

2.7. Supervision of children must comply with the following:

<b>Age (years)</b>	<b>Entry requirement</b>	<b>Supervision requirement</b>	<b>Supervisor Ratio</b>
Under 5	Must be accompanied into the Facility and the water by a Supervisor	Must remain within arm’s reach of the Supervisor at all times	1 Supervisor to 2 children
5-10	Must be accompanied into the Facility by a Supervisor	Must be under Active Supervision	1 Supervisor to 4 children
Over 10	Must be accompanied into the Facility by a Supervisor	The Supervisor must use their knowledge of the individual child’s swimming ability and general development to	N/A

		determine the appropriate level of supervision.	
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- 2.8. Where aquatic activities are being undertaken, supervisors must remain on the pool concourse or other designated supervision areas as directed by Council staff, and be suitably positioned to maintain effective supervision and respond to incidents.
- 2.9. Council staff may assess participant swimming ability and determine the appropriate level of supervision required at any time during the Hire Period. The Hirer must comply immediately with any direction from Council staff to increase supervision levels, restrict access to areas of the Facility, or remove participants from aquatic activities where safety concerns exist.
- 2.10. All swimmers who are not toilet trained, or who experience incontinence, must wear appropriate, approved waterproof swimwear (e.g. swim nappies with swimwear over the top) designed to contain waste at all times while in the water.
- 2.11. Unless otherwise directed by Council, a minimum of two personnel holding at least Level 2 First Aid qualifications must be present for the duration of the Hire Period.

Hire of Non-Aquatic Facilities

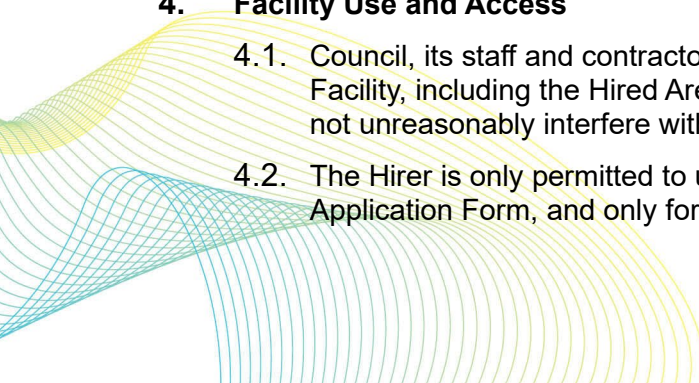
- 2.12. The Hirer is responsible for providing appropriately qualified first aid personnel and equipment for the duration of the Hire Period, having regard to the nature, size and risk profile of the event and any minimum requirements specified by Council.
- 2.13. All children under 10 years of age must be under Active Supervision by a Supervisor at all times.

**3. Behaviour**

- 3.1. The Hirer must ensure that all persons attending the Facility pursuant to the Hirer’s booking, including persons attending for supervision purposes, are aware of and comply with Facility Conditions of Entry at all times. The Facility’s current Conditions of Entry are provided at Attachment 1 to these General Hire Terms and Conditions and may be updated by Council at any time.
- 3.2. A breach of the Facility Conditions of Entry is a breach of this Agreement and may result in a termination of the booking.
- 3.3. The Hirer will ensure other patrons of the Facility are not interfered with, obstructed or adversely affected by the behaviour of any person attending the Facility pursuant to the Hirer’s booking.
- 3.4. Where a person associated with the Hirer’s booking engages in inappropriate or unsafe behaviour, it is the responsibility of the Hirer to ensure the person ceases such behaviour immediately and/or leaves the Facility and Council may direct the removal of any such person at its reasonable discretion. Council may, acting reasonably, refuse entry to or require the immediate removal of any person from the Facility.

**4. Facility Use and Access**

- 4.1. Council, its staff and contractors retain the right to access any and every part of the Facility, including the Hired Area, during the Hire Period so long as such access does not unreasonably interfere with the Hirer’s use of the Hired Area.
- 4.2. The Hirer is only permitted to use the Hired Area specified on the Facility Hire Application Form, and only for the purpose for which it has been hired.



- 4.3. Council may use or permit other parties to use any part of the Facility outside the Hired Area during the Hire Period, provided such use will not unreasonably interfere with the Hirer's use of the Hired Area and Council will not be liable for any inconvenience arising from such concurrent use.

## 5. Payment

- 5.1. A quote will be issued after the Facility Hire Booking Form has been submitted, with all requirements for the booking completed.
- 5.2. An invoice will be sent out at the conclusion of the Hire Period to the nominated contact responsible for the account as listed on the Facility Hire Booking Form.
- 5.3. Any access to the facility outside of standard operating hours will incur an *Out-of-Hours Access Fee* as per Council's fees and charges. Operating hours vary between facilities and will be confirmed at the time of booking.
- 5.4. At Council's discretion a bond of 20% may be applicable to a Hirer's booking and must be paid in full prior to the date(s) for bookings being accepted.
- 5.5. Council may retain the bond in the event that damage or loss is caused by the Hirer and:
  - 5.5.1 return the bond after repairs have been carried out by the Hirer to Council's satisfaction; or
  - 5.5.2. refund any remaining monies after payment for repairs arranged or carried out by Council.
- 5.6. If the amount of damage or loss exceeds the bond, the Hirer remains liable to pay to Council any outstanding amount owing after application of the bond. Any outstanding amount will be paid within fourteen days of a demand by Council.

## 6. Booking Amendments and Cancellations

- 6.1. Only the person nominated as the booking contact can cancel/vary an existing booking. The Hirer must not assign or transfer the booking to another person or entity without the prior written consent of the Facility Manager.
- 6.2. Variation of booking dates or times requires prior written approval from the Facility Manager. Requests for booking alterations must be made in writing to the Facility Manager and are approved at Council's discretion, acting reasonably.
- 6.3. If the Hirer wishes to cancel its booking, the Hirer must comply with the following provisions:
  - 6.3.1. all requests for cancellation must be in writing. Requests will not be accepted over the phone;
  - 6.3.2. cancellation of a booking must be received no later than 14 days prior to the booking;
  - 6.3.3. cancellations made less than 14 days prior to the booking date will incur the full hire fee for the cancelled booking.
- 6.4. If a booking is at an outdoor facility and inclement weather prevents use, Council will assist the Hirer to reschedule the booking to another date. If the booking is unable to be rescheduled and is cancelled, there will be no hire fee payable by the Hirer.
- 6.5. Council may cancel the Hirer's booking and/or close the Facility at any time if in Council's reasonable opinion:
  - 6.5.1. the Facility will be unfit for use during the period of hire;
  - 6.5.2. the Facility is required for use as an emergency relief centre;

- 6.5.3. the Hirer fails to comply with this Agreement;
- 6.5.4. operations, staffing, maintenance, or safety requirements make cancellation necessary; or
- 6.5.5. the event poses an unacceptable risk to persons, property or Council operations.

For the avoidance of doubt, Council's rights under clause 6.5 operate independently of clause 6.7.

- 6.6. If Council cancels the Hirer's booking under clauses 6.5.1, 6.5.2 or 6.5.4, Council will consult with the Hirer and endeavour to reach agreement on an alternative Council facility or period of hire suitable to both parties. The Hirer will be refunded for any hire fees paid, for the affected time only and Council will not be liable for any loss or damage suffered by the Hirer resulting from the cancellation. For the sake of clarity, this clause does not apply where the booking is cancelled due to an evacuation under clause 12.4.
- 6.7. Council will not be liable for any failure or delay in performing its obligations under this Agreement where such failure or delay arises from a Force Majeure Event. Where such an event prevents the hire from proceeding, Council will use reasonable endeavours to reschedule the booking or refund hire fees paid for the affected period (less any non-recoverable costs reasonably incurred).

## **7. Cleanliness**

- 7.1. The Hirer is responsible for ensuring that any rubbish produced by persons associated with their booking is placed in proper receptacles provided at the Facility, or if rubbish is produced in excess of receptacle capacity, removed from the Facility at the Hirer's cost.
- 7.2. If the Facility is left in an untidy or unclean condition, then additional cleaning or removal of rubbish including, but not limited to, boxes, packaging, and promotional materials will be carried out by Council at the expense of the Hirer.
- 7.3. Hire of the show court/s at GRISS will incur additional cleaning charges to be determined by Council and will be quoted before confirmation of the booking.

## **8. Equipment**

- 8.1. Council equipment must not be removed from the Facility without prior Council approval and must be used only for its intended purpose.
- 8.2. Hirers should report any issues with Council equipment to Facility staff as soon as possible.
- 8.3. The Hirer is responsible for ensuring that all its belongings and equipment are removed at the end of the Hire Period. Council does not guarantee the retention or safety of anything left on its premises and may dispose of uncollected items at the Hirer's cost after providing reasonable notice.
- 8.4. Any equipment, materials, or items left at the Facility beyond the agreed Hire Period that interfere with venue access, operations, or subsequent bookings will incur additional hire fees. These fees will be calculated based on the duration and extent of the impact, at the discretion of facility management. The Hirer is responsible for ensuring all equipment is removed at the conclusion of the Hire Period unless prior written approval has been obtained.
- 8.5. All heavy or large equipment brought into the Facility or surrounding grounds must have the prior written approval of Council and must not damage any surface or structure.
- 8.6. Electrical equipment:

- 8.6.1. Written Council approval must be obtained before bringing any electrical equipment into the Facility. Permission to use electrical equipment other than that supplied by the Facility must be requested when submitting the Facility Hire Application Form.
- 8.6.2. All electrical equipment brought into the Facility must be electrically tested and tagged with a current tag certifying the equipment complies with any relevant Act, Regulation, Australian Standard or guideline relating to electrical and electronic equipment safety. Alternatively a request for testing may be made for electrical items to be tested by qualified Council staff. This will incur a service fee.
- 8.6.3. Failure to comply with this clause will result in refusal by Council to allow that equipment to be used within the Facility. Any equipment deemed unsafe by Council at its absolute discretion, will not be allowed to be used within the Facility and may be removed or isolated by Council without liability.

## 9. Catering and Alcohol

- 9.1. Where the Facility includes existing food and beverage sales onsite, Council retains sole catering rights at the Facility. Any requests for self-catering or third party vendors, including food trucks, must be submitted in writing with minimum of 14 days' notice to the Facility Manager and permission will be at the discretion of Council. Additional conditions may apply.
- 9.2. Any sales of food or drinks at any Facility will only be permitted with the express written permission of the Facility Manager and may be subject to additional conditions.
- 9.3. Council may prohibit the introduction of alcohol in any of its facilities. Consumption or sale of alcohol is not permitted without prior written confirmation from Council and a copy of an appropriate liquor licence as required under clause 10.3.
- 9.4. If Council grants permission for alcohol sale or consumption under this clause, the Hirer must at its own cost comply with the *Liquor Control Reform Act 1998*, any other applicable Acts or regulations and any conditions imposed by the Victorian Commission for Gambling and Liquor Regulation, and the Hirer will be liable for any breaches of any such Act or regulation.
- 9.5. For bookings at GRISS, clauses 9.3 and 9.4 do not permit the Hirer to bring, supply or sell alcohol. GRISS is a licensed venue and all alcohol procurement, service and sales are managed exclusively by the Facility. Any breach of this condition may result in immediate termination of the booking. Where a Hirer's actions constitute a breach of the *Liquor Control Reform Act 1998*, the Hirer will be responsible for all penalties, losses and enforcement costs resulting from that breach.



## 10. Insurance and Liability

- 10.1. The Hirer is required to hold Public Liability insurance cover for death, personal injury, and property damage of at least \$20,000,000 for any one event, with a copy of the Certificate of Currency to be provided to Council prior to the booking and maintained for the duration of the Hire Period. Failure to comply with this clause may result in termination of the Hire.
- 10.2. The Hirer must at its own cost comply with all Acts, Regulations, local laws or rules, including, but not limited to, the *Occupational Health and Safety Act 2004*, *Local Government Act 2020*, *Local Government Act 1989*, *Child Wellbeing and Safety Act 2005* and the *Liquor Control Reform Act 1998*. The Hirer will be liable for any breaches of any Acts, regulations, local laws or rules and must indemnify Council for any resulting loss, penalty or cost.
- 10.3. The Hirer must, at its own cost and prior to the commencement of the Hire Period, obtain and maintain all permits, licences, approvals and consents required by any law or relevant authority in connection with the Hire and any activities conducted by or on behalf of the Hirer. The Hirer must comply with all conditions of such permits, licences, approvals and consents and, upon request, provide copies to Council. This includes but is not limited to any required liquor licence or fire permit.

## 11. Damage

- 11.1. The Hirer will not alter, move or remove any fixtures, fittings or furnishings in the Facility without prior written consent from the Facility Manager, and must ensure no damage is caused to any part of the Facility. This includes, but is not limited to, affixing items whether by adhering, nailing or screwing to any surface in the Facility.
- 11.2. Where any damage is caused to the Facility, its fixtures, fittings or any Council equipment because of or in connection with the Hirer's hire or use of the Facility:
  - 11.2.1. Council may make good the damage and the Hirer shall pay the costs incurred by Council in doing so within fourteen (14) days of Council's demand. Council may, at its discretion, provide the Hirer with an opportunity to rectify the damage before undertaking or arranging make good works;
  - 11.2.2. the Hirer is not to attempt to make good any damage under any circumstances unless the prior written consent of Council has been provided.
- 11.3. Council does not accept any responsibility for loss of or damage to any equipment or other property, brought into the Facility by the Hirer and the Hirer brings such items at its own risk.
- 11.4. The Hirer must immediately advise the Facility Manager of any accidents, loss, damage or injuries sustained by any person during any period of hire.
- 11.5. Where the Hirer uses the Facility for an event deemed by Council to be a major event, the Hirer must participate in a joint inspection of the Hired Area with Council both prior to the commencement and at the conclusion of the Hire Period, for the purpose of completing and signing pre-event and post-event condition reports. Council may, at its discretion, require such inspections for any booking and will notify the Hirer of this requirement prior to confirming the booking.
- 11.6. In relation to facilities with playing courts:
  - 11.6.1. any equipment that is placed on a court area must have sufficient protection under it to ensure the court surface is not marked. Where failure to do this results in marking of the court surface it will be considered damage to the Facility under this Agreement;
  - 11.6.2. no consent under clause 11.2.2 will be provided in relation to damage to playing court surfaces. All repair works will be arranged by Council at the cost of the Hirer.

11.7. In relation to facilities with athletics tracks:

11.7.1. no temporary or permanent markings are to be made in the athletics track area without Council's prior written approval;

11.7.2. no vehicle access is permitted onto the athletics track without Council's prior written approval and any unauthorised access will be treated as damage.

## 12. Occupational Health and Safety and Emergency Management

12.1. Council will provide a safe and secure environment for all users of the Facility to the extent reasonably practicable.

12.2. The Hirer and all persons attending the Facility pursuant to its booking must:

12.2.1. exercise due care and skill at all times during use of the Facility;

12.2.2. adhere to and comply with all legislative requirements in use of the Facility, such as occupational health and safety laws, regulations and standards, as well as Council policies and procedures provided to the Hirer and any lawful directions given by Council staff.

12.3. Where a third party has been engaged to provide first aid, the Hirer must provide the contact details of the provider with the Facility Hire Application Form and ensure the provider is appropriately qualified and insured.

12.4. Council may close the Facility at any time in the event of an emergency requiring evacuation of the Facility or part thereof. The Hirer will be refunded any fees for the hire time affected by the evacuation for any time exceeding an hour. Council will not be liable for any loss or damage suffered by the Hirer resulting from the closure.

12.5. In the event of an emergency, the Hirer and all persons attending the Facility pursuant to the Hirer's booking must follow any lawful directions of Council staff. The Hirer must comply with Emergency Management Plans and Assembly Point locations and ensure all attendees comply.

12.6. If the Facility or part thereof is no longer operational or appropriate for the Hirer's use following an emergency, where possible Council will assist the Hirer to relocate to an alternative location until the affected area is restored.

12.7. Aisles, stairways, passageways, exit doors and defibrillators are to remain free from obstruction. Fire extinguishers are not to be relocated or obstructed, and the Hirer must not interfere with or disable any safety system. The Hirer is responsible for compliance with all evacuation and access requirements.

12.8. Incidents and/or hazards that occur within the Hired Area must be reported to Council staff at the facility as soon as practicable by the Hirer.



### 13. Exclusion of Liability and Indemnity

- 13.1. The Hirer hires and uses the Facility at its own risk and to the extent permitted by law, the Hirer releases Council, its staff and contractors from any claim, demand, loss or liability arising out of or in connection with the Hirer's use of the Facility (including surrounding areas such as carparks), except to the extent that such claim, demand, loss or liability is caused or contributed to by the negligent act or omission, or wilful misconduct, of Council, its staff or contractors. Where liability of Council cannot be excluded by law, it is limited to the minimum liability allowable by law. Nothing in this clause excludes, restricts or modifies any rights or remedies that cannot be lawfully be excluded, restricted or modified.
- 13.2. To the extent permitted by law and subject to clause 13.1, Council is not be liable to the Hirer for any indirect or consequential expense, loss of profit, revenue, use, or opportunity, wasted expenditure, lost production or similar losses arising out of or in connection with this Agreement, except to the extent such loss arises from Council's fraud, wilful misconduct or breach of a non-excludable statutory guarantee.
- 13.3. The Hirer must at all times indemnify, keep indemnified and hold harmless Council, its staff and contractors from and against all claims, actions, costs (including legal costs, on a full indemnity basis), charges, losses, expenses, and damages whatsoever incurred in connection with or as a consequence of:
- 13.3.1. a breach of the Agreement by the Hirer;
  - 13.3.2.
  - 13.3.3.
  - 13.3.4. any negligent, willful or unlawful act or omission of the Hirer, its staff, contractors, agents and invitees;
  - 13.3.5. any claim against Council by a third party in connection with the Hirer's hire and use of, and access to, the Facility;
  - 13.3.6. any loss, injury, illness, death or damage to persons or property arising out of or in connection with the Hirer's use of the Facility, to the extent caused or contributed to by the Hirer or its invitees;

save and except to the extent caused or contributed to by the negligence of Council, its staff or contractors. The Hirer's liability survives termination of this Agreement.

### 14. Signage

- 14.1. The Hirer may erect temporary signage in the form of A-frames and/or standalone banners/poster boards during an event provided such signage does not obstruct access, create hazards, or damage any surface.
- 14.2. In the event that the Hirer wishes to erect signage in addition to the temporary signage set out above, a written request must be made to Council and approval is at Council's discretion. Additional conditions and fees may apply.
- 14.3. Council may regulate the material used for signage. All display of signage is subject to restrictions at clause 11 and must be removed at the end of the Hire Period, with any resulting damage caused to the Facility rectified in full.

## 15. Security

- 15.1. Council may make security a requirement for bookings, setting the amount of security and times, where deemed necessary due to the nature of the event to be held by the Hirer. Where security is required, this will be confirmed through the booking process and any costs associated with security included in the booking fee.
- 15.2. Where security is required, Council will determine the number and deployment of licensed security personnel having regard to the nature and size of the event.
- 15.3. The Hirer must confirm the maximum number of persons attending the event in writing via the Facility Hire Application Form where security is required. Any proposed changes to the confirmed attendance number must be submitted in writing and are subject to Council approval. No changes to the confirmed attendance number will be permitted within ten (10) business days of the Hire Period and Council may cancel the booking if the actual attendance exceeds the approved number.

## 16. Traffic Management

- 16.1. Council may make traffic management a requirement for bookings, setting the amount of traffic management and times, where deemed necessary due to the nature of the event to be held by the Hirer. Where security is required, this will be confirmed through the booking process and any costs associated with traffic management included in the booking fee.
- 16.2. Where traffic management is required, Council will determine the number of traffic management personnel and deployment of the traffic management plan having regard to the nature and size of the event.

## 17. Noise

- 17.1. The Hirer will ensure that noise levels escaping the Facility during the Hire Period are kept to a lawful and appropriate level to prevent unnecessary disturbance or nuisance to surrounding properties and must comply immediately with any direction from Council staff to reduce noise.
- 17.2. Appropriate notification must be given to local residents by the Hirer when it is anticipated that the Hirer's event at the Facility will involve excessive noise. Council may also direct notice be given at its discretion where it deems excessive noise at the event to be likely and the Hirer must comply with such a direction.
- 17.3. The Hirer will comply with all noise restrictions in the *Environment Protection Act 2017* and its regulations. The Hirer will be liable for any breaches of that Act or regulations including but not limited to any fines issued, and must indemnify Council for any resulting loss or enforcement costs.



## 18. Child Safe Standards

18.1. Council is committed to ensuring that our facilities are safe for children, participants, staff and visitors. The Hirer agrees to comply with all relevant legislation relating to the employment or engagement of child-related personnel in relation to their services, including the Victorian Child Safe Standards, and must ensure all persons engaged by the Hirer comply with these obligations.

18.2. The Hirer must ensure:

18.2.1. all its employees or volunteers conducting programs or supervising children while at the Facility must hold a valid Working with Children Check. Details of the Working with Children Checks must be provided to Council prior to the Hire Period.

18.2.2. relevant persons have their Working with Children Check card with them at all times when in the Facility and provide it upon request of Council staff.

18.2.3. employees and volunteers conducting programs on behalf of the Hirer at the Facility, hold valid qualifications applicable to the activities being conducted. Copies of qualifications are to be provided on request.

18.2.4. the Hirer immediately notifies Council of any failure to comply with relevant legislation, including the Victorian Child Safe Standards and takes immediate corrective action as directed by Council.

18.3. The Hirer acknowledges that Council staff may request any individual to leave the Facility if their behaviour is considered dangerous, unacceptable or the individual does not hold the relevant qualifications and checks under this clause, and the Hirer must ensure compliance with such direction.



## 19. General Provisions

- 19.1. Council retains ultimate control over the operation, safety requirements and access conditions of the Facility at all times during the Hire Period.
- 19.2. The Hirer must comply with all applicable Facility safety procedures, Conditions of Entry, emergency management procedures, and all lawful directions of Council staff at all times during the Hire Period. These obligations operate cumulatively and are not limited by any other provision of this Agreement.
- 19.3. In the event of inconsistency, the following order of precedence applies (highest to lowest):
  - a) lawful directions of Council staff (including emergency directions);
  - b) these General Hire terms and conditions;
  - c) Facility Conditions of Entry and procedures;
  - d) the Facility Hire Application Form.
- 19.4. Council may update Conditions of Entry and Facility procedures at any time, and the Hirer agrees to comply with such updates as a condition of continued use of the Facility.
- 19.5. This Agreement is the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to this subject matter is replaced by this Agreement and has no further effect.
- 19.6. The failure of a party at any time to insist on performance of any clause of this Agreement is not a waiver of the party's right at any time to insist on performance of that or any other clause of this Agreement.
- 19.7. Any clause of this Agreement that is invalid or unenforceable must be read down to the extent necessary so as to be valid and enforceable and if that is not possible, part or all of the invalid or unenforceable clause will be severed from this Agreement and the remainder of the Agreement will continue in force.
- 19.8. This Agreement is governed by the law in force in the State of Victoria. The parties submit to the non-exclusive jurisdiction of the courts of that State and any court competent to hear appeals from those courts.

