

MTFC Conditions of Use

Hirers must agree to and abide by these Conditions of Use when using Dolamore Mentone Athletics Centre.

INSURANCE AND INDEMNITY

1. The Hirer agrees to indemnify and to keep indemnified, the Mentone Track and Field Centre Inc [MTFC] and the Council, its servants and agents, and each of them from and against all actions, costs, claims, charges, expenses, penalties, demands and damages whatsoever which may be brought or made or claimed against them, or any of them, in connection with the Hirers performance or purported performance of its obligations under this Agreement and be directly related to the negligent acts, errors or omission of the Hirer.
2. The Hirers liability to indemnify the MTFC and the Council shall be reduced proportionally to the extent that any act or omission of the Council, its servants or agents, contributed to the loss or liability.
3. The Hirer has appropriate public liability insurance (copy of certificate of currency to be attached) and is responsible for any damage to property caused by members of the hiring organisation and/or their associates. If any damages arise from the hiring organisations use of the hiring organisation will pay reinstatement or replacement costs.

PERMITS

4. It is the Hirer's responsibility to ensure all other relevant permits or permission including Planning, Health and Local Laws are obtained, if required, prior to the commencement of any use.

CANCELLATION

5. The MTFC may cancel bookings at short notice due to inclement weather conditions, ground conditions or other matters that may compromise safety or increase risk of damage to the reserve.

CONDITION OF THE RESERVE

6. The Hirer must accept responsibility that the reserve is suitable for the desired activities. The MTFC accepts no responsibility for the condition of the reserve or

the associated amenities.

7. The Hirer is responsible for cleaning the reserve. The reserve is to be left in a neat and tidy condition at the completion of use and all rubbish is to be removed from the reserve at the cost of the hiring organisation.

8. If the MTFC is required to remove any rubbish left behind because of hire, the hirer will be charged accordingly, and an invoice issued for payment.

9. The Hirer agrees to pay for any required service to return the reserve and/or sports ground and/or pavilion to its pre-use standard.

PAVILLION

10. Access to the pavilion is to be made by arrangement with MTFC booking officers.

A refundable bond may be payable to the MTFC to insure against any damage, cleaning etc, required because of usage. Where a bond is payable a pre and post use inspection of the pavilion should be arranged with MTFC Booking Officer.

GOOD NEIGHBOURS

11. No nuisance or annoyance shall be caused to persons on neighbouring properties by any activities associated with your function. Particular care must be taken in relation to noise disturbance, and it is recommended that hirers follow the guidelines set out in EPA publication 1254, Noise Control Guidelines. Any PA system is only to be used by responsible persons for announcements and not for race commentary

USE RESTRICTIONS

12. Vehicles are not permitted on the reserve without prior approval of the MTFC (emergency vehicles excepted).

13. Tents, marquees and the like are not to be erected on the reserve due to possible damage to the water reticulation and other underground services, except with prior approval by MTFC.

NO ALCOHOL

14. Kingston Council prohibits any persons from consuming or bringing intoxicating liquor on to a reserve without written approval from Council and the necessary permit from the Liquor Licensing Commission.

RISK MANAGEMENT

15. It is the responsibility of the hirer to ensure the safety of participants and avoid

risks to any other concurrent users of the facility.

CANCELLATION FEE

16. If the hirer cancels within 14 days, a cancellation fee will apply.

PAYMENT OF INVOICES

17. Invoices must be paid by the Hirer with 14 days of issue.

9 May 2025