

Terms and Conditions of Hire

Ground closures

Council reserves the right to cancel a booking when a sporting ground, park or reserve is deemed unsuitable for use due to inclement weather, unsafe conditions or when continued activity will result in damage to the ground. Grounds may be closed at short notice. Hirers will not be charged for the hire when a ground is closed by Council. Hirers will receive a full refund, when the refund is requested by the Hirer within 30 days of the ground closure. Information on ground closures is updated, where required, at 9:00am and 3:00pm and can be found:

Phone - 02 9367 9190

Website - www.innerwest.nsw.gov.au.com/explore/parks-sport-and-recreation

Twitter - @IWCsportgrounds

There are also OPEN and CLOSED signs on most sporting grounds that reflect the current status

The Hirer will be responsible for any members of their group who disobey Council's instruction and use the ground on a day of the booking when the ground is closed. The Hirer will be responsible for all cost of repairs to damage caused by such use. Continued disobeying of ground closures may result in the Hirers booking of that ground being terminated.

Permitted use

The Hirer shall only use the parks during their allocated times. The following permitted use guidelines apply to park and reserve bookings:

- Parks and reserves can be booked for non-sporting activities from 8:00am to 6:00pm and 8:00am to 8:00pm during daylight savings hours (unless given special permission)
- Council does not take park or reserve bookings for Christmas Day or New Year's Eve
- Council only permits wedding ceremonies in parks and reserves (not wedding receptions)
- Sporting Ground booking times are to be discussed with the appropriate Parks Engagement Officer
- Should you experience any problems during your booking time, contact Council immediately. Council's Rangers can be contacted on 02 9392 5000
- Where a sporting ground is allocated for one activity, the Hirer shall not substitute another activity without the consent of Council.
- The Hirer shall not sub-let a ground to another group without the prior approval of Council.

It is suggested that all Hirers conduct a site inspection prior to booking the sporting ground, park or reserve.

Exclusive use

The Hirer does not have exclusive use of a park or reserve (only sporting grounds have exclusive use). The Hirer has the right to use a particular section of the park or reserve however the reasonable needs of park users, including access through the park, are to be respected.

Fees and charges

The Hirer agrees to pay the fees and charges for the use of the Councils sporting grounds, parks and reserves in accordance with the Schedule of Councils Fees and Charges current at the time of the booking. A Hirer may apply to have the fees and charges waived (three months' notice must be given for this). Where a booking is made for activities or functions which in the Council's opinion are not covered by Council's current Schedule of Fees and Charges, Council reserves the right to impose special conditions including the payment of a security bond and to fix a charge considered by Council to be reasonable.

Cancellations/no-shows

When the Hirer provides more than seven (7) days' notice of the cancellation to Council the Hirer will receive a refund, less a cancellation fee of \$50.00. When the Hirer provides less than seven (7) days' notice to Council the Hirer will receive no refund. Council does not reschedule or refund bookings if the weather is inclement on the day of the booking.

Payment liability

If any park is intended to be used by an unincorporated club or association, the Hirer remains personally liable for the full amount due notwithstanding that the Hirer ceases to have a membership of or connection with such unincorporated club or association.

Bonds

The Hirer may be required to pay the following bonds:

Key bond – for each key required to open Council facilities (such as, toilets, canteens and change rooms) Council will inform you if any keys are required.

Additionally security bonds may be required by Council in regards to the nature of the activities being undertaken on the grounds.

Keys: When keys are required for a booking, the keys will be provided by Council to the Hirer (bond required). Should Council's key/s go missing in the possession of the Hirer; the bond will be retained by Council.

The following procedures shall be followed by the Hirer with regards to key/s:

- The Hirer shall not loan the key/s to any other user, organisation, school, group or individual
- The Hirer shall secure all locks when not in use
- The Hirer shall not cut any copies of the key/s for any reason
- The Hirer shall return the key/s to Council at the date and time agreed to on their Key Pick-up Form, and
- The Hirer shall not exchange any internal or external locks

Confirmation of bookings

The hire is not confirmed until the hire fee has been paid and a confirmation letter has been sent by Council to the Hirer. The confirmation must be kept with the hirer and made available for inspection upon request.

Parking and access

No vehicle may be driven on any grounds except where provision is made for vehicles by way of roads, sealed or unsealed and parking areas. When using Council parks, vehicles must be parked in the designated parking areas, unless given special permission by Council. Vehicles parked illegally may receive an infringement notice.

Cleanliness/waste management

All facilities are to be left in a clean and tidy condition after each use. The Hirer will be charged for any cleaning or maintenance which arises as a result of their booking.

Environment

No signage or decorations are permitted to be attached to any part of the environment – including trees, amenities blocks and existing Council signage.

Barbeques

Only portable gas barbeques with drip trays are permitted to be used

Goal Posts

The Hirer shall not at any time remove or move goal posts or temporary barriers that have been erected by Council. Council does not provide or maintain goal post nets. Goal post nets are the responsibility of the Hirer. Goal posts are not guaranteed to be erected until the start of the sporting season. If you require posts for pre-season activities you should inquire at the time of booking.

Portable/moveable equipment

In all cases where the Hirer uses portable or moveable sporting equipment, such as portable soccer goal posts, the Hirer shall ensure that this equipment is appropriately fixed to the ground in accordance with government regulations and manufacturers' specifications.

Line marking

Council is responsible for all field line marking. If any alteration to the original field set up is required, the Hirer shall notify Council in writing, with at least two (2) weeks' notice. There may be an additional charge for this service. Line markings are not guaranteed to be in place until the start of the sporting season. If you require markings for pre-season activities you should inquire at the time of booking.

Conduct of people using the grounds

The Hirer shall be responsible for the satisfactory conduct of all persons using the grounds and facilities during their allocated time. This includes visitors, visiting teams and spectators.

The Hirer shall ensure that the quiet enjoyment of property owners adjoining sporting grounds is not disturbed by excessive noise, offensive language, bad behaviour or any other activity likely to cause disturbance. The Hirer shall ensure that all damage to Council property, either deliberate or accidental, is reported to Council as soon as possible, outlining full details of the incident. A Hirer that is found to have caused damage to a ground either through misuse or allowing misuse of the grounds or equipment will have a penalty imposed, at the discretion of Council. The penalty may be monetary, loss of a bond or loss of ground allocations.

Sound

No loudspeaker, amplified live music or entertainment is permitted without permission. The noise generated must at all times comply with the requirements of the Environment Protection Authority (EPA). A DA may be required if the Hirer:

- Engages in a trade or business
- Direct or procure a theatrical, musical or other entertainment for the public
- Construct temporary enclosure for the purpose of entertainment
- Play a musical instrument or sing for fee or reward
- Deliver a public address or hold a religious service or public meeting

Amusement/entertainment devices and chairs

Council does not permit the erection of tents or marquees without prior approval. Where approval is granted, pegging IS NOT permitted, all structures must be weighted down. Approval may be subject to a prior site visit by Council. Where permission is granted to have a jumping castle, the Hirer must provide to Council a copy of the amusement device supplier's \$20 million Public Liability Certificate of Currency. Chairs are permitted to be brought into the grounds for events but the cost of rectifying any damage caused by the Hirer shall be charged to the Hirer by Council. All amusement/entertainment devices are subject to Council approval.

Power

Power is available at a number of venues. Usage of power points for casual hire will require Council approval. Three phase power is also available at some sites (additional charges may apply).

Portable toilets

Council does not provide portable toilets but Council may grant permission to allow the temporary use of those supplied by a private contractor. If approved, the Hirer shall ensure that the toilets are kept in a clean and tidy condition and are removed immediately on completion of the event. A copy of the private contractor's Public Liability Certificate of Currency must be received by Council prior to the event.

Canteen/pavilion usage

Some grounds have pavilion and/or canteen facilities. Casual users may also enquire about the possibility of casual rental of these facilities. The following policies regarding this use apply:

- The Hirer should report any broken or damaged equipment, fittings or furniture as soon as possible
- The Hirer will be responsible for any expense in connection with repairs, security, and improper use of safety equipment and/or extra cleaning, which may become necessary as a consequence of the booking
- Council reserves the right to request the removal of equipment/goods that may be a fire hazard
- No items shall be placed in front of or obstruct access to fire exits
- No naked flames of any kind, including candles, are to be used at the facility
- The Hirer shall not affix nails, decorations, bunting or draping which in any way defaces the building premises

Food safety

The Hirer must ensure that all regulations and polices regarding food safety and service are followed. Fundraising events for community and charitable causes (not for personal financial gain) are exempt from notification to the NSW Food Authority and Council and the requirement of Food Handling Skills and Knowledge. However ALL food businesses and food handlers are required to comply with the remaining provisions of the Food Standards Code.

Charging entry fees

Council must approve the charging on any park/activity entry fee.

Alcohol

Small amounts of alcohol are permitted to be consumed. The consumption of large volumes of alcohol, such as kegs and cartons is not permitted in Councils parks. Glass drinking receptacles are not permitted in any of Councils open spaces.

If the Hirer proposes to sell alcohol, an "On-licence (functions), liquor licence, or other appropriate liquor licence" must be obtained from the Liquor Administration Board and submitted to the licensing police at least 14 days prior to the date of the function. A copy of this liquor licence is to be provided to Council a minimum of seven (7) days prior to the event.

Secondary supply: If your event sells or gives alcohol to a person under 18 years you will be fined. \$550 on the spot, as per Liquor Act 1982 – Sect 114(4)

Fireworks

A Pyrotechnicians licence or single use fireworks licence is issued by WorkCover NSW by way of legislation known as the Explosives Regulation 2005. The regulation requires that as a condition of each licence issued, that the licensee must notify WorkCover and Council of an intention to use any fireworks, signal or device device at least seven (7) working days prior to use.

While Council must be given notice, Council has no power to approve the use of fireworks. However Council may object to or impose conditions on their use. After receiving notification of the intended use of fireworks, Council may decide to object to the use of the fireworks, and inform the Pyrotechnician and WorkCover of this decision. The fireworks display must not proceed unless the licensee has been able to resolve any objections by Council.

As certain parts of the Council area are bounded by maritime property, if any fireworks events are proposed to be held on maritime property then the NSW Waterways Authority must also be contacted and notified of the proposed display, with any approvals to also be obtained, if required.

For further information, please contact WorkCover at www.workcover.nsw.gov.au

First aid

It is the responsibility of the Hirer to provide their own first aid facilities, equipment and first aid officer.

Cooperation with Council staff

Any authorised employee/contractor of the Council shall have the right to direct the attention of the Hirer to any breach of these terms and conditions and require compliance therewith.

Breach/alteration of conditions

If the Hirer fails to observe and ensure the observance of any of these conditions or fails to remove any person who has committed any breach of these conditions from the grounds, the agreement may be terminated forthwith by the Council without any liability being incurred by Council and any monies held by the Council shall be forfeited to it, and any outstanding monies paid within 28 days of an invoice being received. Council reserves the right to alter the Terms and Conditions of Use of at any time, provided prior notice is given in writing to the Hirer. In the event of any dispute or difference arising as to the interpretation of these conditions, or as to any matters of thing herein contained, or as to the meaning of any of these terms and conditions, the decision of the Chief Executive Officer of this Council thereon shall be final and conclusive. The above terms and conditions apply provided there are no other leases or other agreements in place. Any Hirer may apply to Council to have special conditions inserted into their hire arrangements to deal with conditions specific to their booking.

Indemnity

The Hirer indemnifies the Council, its officers, servants and agents from and against all damage, costs, charges, expenses, actions, claims and demands which may be sustained, suffered, recovered or made by any person for any loss or injury such person may sustain when using or entering or near any portion of the subject grounds (whether such injury be to the person or to property), where such injury arises or has arisen as a result of the negligence of or as a result of the creation of some dangerous thing or state of affairs by the Hirer or by any member agent or employee of any unincorporated club or association or by the Hirers failure to observe the Hirers obligations. The Hirers liability shall be reduced by the portion that any act of Council, its officers, servants or agents may have contributed to the injury or loss.