

PARKS AND RESERVES FACILITY BOOKING TERMS AND CONDITIONS OF AGREEMENT

GENERAL

In this document:

'The hirer' means the person, group, club, corporations, organisation or commercial entities applying to Council to use a Facility.

'Facility' means a built structure or building, a park, sports ground or open space.

'Council' any means Strathfield Municipal Council.

1. REQUEST TO HIRE

- a) Applications for the Hire of Council's sports grounds and parks shall be made using the form provided for that purpose. The form must be signed by the person responsible for the payment of the fees and charges arising because of or from the hiring and in observance of these terms and conditions.
- b) You must state the nature and the type of activity that is to take place.
- c) No tentative bookings will be accepted.
- d) Council's use of its Facilities will have priority over other requests.

2. INSURANCE

- a) Certificates of Currency for Public Liability Insurance with a minimum limit of indemnity of \$20 million for permanent and \$10 million for casual hirers must be provided by the following hirers prior to hire or use of the Facility:
 - a.1) Sporting bodies, clubs, associations, corporations or incorporated bodies, religious organisations and/or commercial entities;
 - a.2) Others that do not fall within clause 2.a.1 but use a Council's Facility on 10 or more occasions per year.
- b) If the hirer is uninsured additional fees are applicable as per the relevant schedule of Fees and Charges. If the hirer (other than a sporting body, club, association, corporation or incorporated body, religious organisation and commercial entity) hires Council facilities for non-commercial or non-profit making purposes, less than 10 times a year You will be insured under Council's Casual Hirers Insurance Policy for Public Liability provided relevant fees are paid. However, if a claim is made for which the hirer are liable, the hirer must pay the policy excess of \$2,000.
- c) Insurance must be kept current throughout the entire hiring period. Council may require proof of insurance at any time.
- d) Council does not insure or provide any form of indemnity for any equipment, structure, items or personal property stored, place or left in any building, structure or on the grounds or park. It is recommended to all hirers to insure personal belongings, equipment and stock.

- e) The hirer must notify Council of any incident or injury during the hire, regardless of the cause. The notification must be completed within 2 business days after the incident, and forwarded directly to Council's Booking Officer.
- f) The hirer is responsible for your own belongings, equipment and stock. Council is in no way liable for the loss or damage of any persons' property. This includes any item stored at a Council facility. Council recommends the hirer seek independent contents insurance.

3. AVAILABILITY OF HIRE

- a) **Casual hirers** are eligible for a maximum of 10 approved hire times per year. Approval is subject to availability and appropriateness of the proposed use.
 - a.1) **Seasonal Hire** is defined as summer season (September to March inclusive) and the winter season (April to August inclusive). Council may alter season start and conclusion times at its discretion. Approval is subject to availability and appropriateness of the proposed use.
- c) As seasonal hirers receive significant discounts on the cost of hire there are no refunds for field closure. See section 4 for more detail.
- d) **Large Event Hire** applies to any event with 500 attendees or over. Approval is subject to availability and appropriateness of the proposed use.
- e) Activities must only be held during times approved for use by Council. Organised activities are not to take place when Facilities are closed or outside approved times.
- f) Any additional usage must be applied for, approved by Council in writing, and any required fees paid to Council within the stipulate time frame, prior to any additional usage taking place.
- h) Any use outside the approved times or in contravention of these Terms & Conditions may incur a financial penalty and may adversely affect any future booking requests made to Council.
- i) Proof of approval and receipt may be requested on site at the time of use. A copy of approval and any receipt must be produced on request by a Council officer otherwise the hirer will be asked to leave the grounds.
- j) Council aims to permit numerous community members to utilise each Facility, therefore if you have made a booking but find that the hirer are unable to use the Facility, Council requires 48 hours notice of that inability so that someone else may use it. It is at Council's sole discretion to deny future bookings to the hirer if hirer repeatedly fails to use a Facility that You had reserved without 48 hours prior notification to Council.

4. GROUND CLOSURES & THE WET WEATHER LINE

- a) Council may close any Facility as a result of field maintenance, wet weather, surface damage, hazards and/or any other reason Council deems fit (including but not limited to if Council deems there is a reasonable likelihood of injury is likely to occur as a result of use).
- b) In periods of wet weather Council staff will assess and determine if the Facility is to be closed for any training or competition games. On site signs will indicate whether each Facility is open or closed for use.

- c) It is the hirer's obligation to check Council's wet weather line for availability of a Facility on the proposed day of use. Any changes to ground closure will be announced after 12 noon each week day. Council's wet weather line can be accessed at all hours on **9748 9972**.
- d) Cancellations or postponements may occur, particularly in cases of wet weather conditions. Seasonal hirers are not entitled to refunds or time in lieu for any time a Facility may be closed or the hirer are unable to utilise a Facility for whatever reason. Casual hirers who contact Council in writing within 14 days of the booking which was unable to proceed due to weather conditions may be considered for a refund.
- e) Council may reschedule, relocate, or postpone the hire dates or times should this be required for any reason determined by Council.
- f) Council has no liability for any costs incurred as a result of wet weather cancellations. Council recommends hirer's have insurance against event cancellation or rescheduling due to wet weather.

5. APPROVAL

- a) Council has complete discretion whether to accept bookings sought within less than ten (10) working days of the proposed activity.
- b) Council may require you to employ licensed security guards for a booking. The hirer must provide Council the name and licence number of the security company upon request.
- c) Council expressly reserves the right to refuse to accept any hire for Council's Facilities and to cancel any booking made for any reason it deems fit. In this instance Council will determine whether to refund any fees already paid. Council is not liable for any loss or damage suffered as a consequence of denying or cancelling a booking.
- d) Preference will be given to those who can demonstrate to Council's satisfaction higher proportions of members residing in the Strathfield Council area as well as demonstrate their benefit to the community.
- e) You must notify Council in writing if the hirer wishes to change a booked date or time. Any booking or change to a booking, if one is approved by Council, will not come into effect until you have received written approval from Council and either full payments is received or a payment plan has been established.

6. PAYMENT

- a) All fees in relation to the hiring of Council's Facilities, including bonds, will be charged in accordance with Council's Schedule of Fees and Charges, as adopted.
- b) All quotes fees must be paid in full within 90 days or alternatively a payment plan must be established within 30 days.
- c) Permission and access to Council's sports grounds and parks will only be given once Council has received payment of the required fees, as outlined herein.
- d) If you are a Casual Hirer, the hirer must pay the entire hire fee at the time of booking.
- e) Fees and charges may be paid by cash, cheque, EFTPOS or credit card. Payment by credit card will be charged a processing fee in accordance with Council's Fees & Charges Schedule.

- f) Cancellation of a booking must be provided to Council in writing. Council will send confirmation of the cancellation and the applicable cancellation fee in writing.
- g) Should a booking be cancelled the following charges will apply to the hire fee only:
 - g.1) If over one months' notice 10% of the booking fees shall apply
 - g.2) If less than 1 months' notice 20% of the booking fees shall apply
 - g.3) If less than 1 weeks' notice 50% of the booking fees shall apply

7. BONDS

- a) Council may require the payment of bonds in accordance with the currently adopted schedule of fees and charges.
- b) Any portion of the bonds the hirer is entitled to after Council has inspected the Facility will be refunded by cheque within 20 working days of a booking. Any proportion of the receipted bonds may be withheld at Council's sole discretion.
 - b.1) The Facility will be inspected on the first working day after the hire date and should a bond deduction be necessary Council will notify you of the details. The bond deduction will be made, if applicable, and the balance will be refunded. The maximum bond deduction will be limited to the amount stated in the Application Form and your receipt. Should Council incur costs greater than the bond, an invoice will be issued to you for the balance of funds owing.
- c) Any bonds will be held for the duration of your bookings. In the event that the Facility is left unsecure, unclean, or damaged. Council may issue the hirer an invoice with accompanying details. The hirer must pay this invoice within 14 days of its receipt and your bond will be retained for the remainder of your bookings. Any proportion of the receipted bonds may be withheld at Council's sole discretion.
- d) Where the use of a Facility extends beyond the time of hire, overtime charges will accrue at the fixed hourly rate, and be invoiced to the hirer or deducted from the bonds held by Council. It is at Council's sole discretion whether to deduct the amount from the bond or invoice the hirer.

8. YOUR RESPONSIBILITIES

- a) The hirer must leave the Facility in the same condition as it was when you accessed it. Preparation and packing away is the hirer's responsibility.
- b) The hirer shall not sub-let the Facility, or any part thereof.
- c) The hirer must ensure unobstructed access to all driveways, paths and entry points at all times. All emergency gates and exits must be kept free from any obstruction and NOT used as a thoroughfare.
- d) The hirer is responsible for the safety and conduct of any person attending the Facility during the time of the hire. Council is not responsible for any damage, loss or injury (including death) suffered by any person whilst attending the activity.
- e) The hirer occupies and uses Council Facilities at your own risk and hereby release Council and Council's agents, servants, contractors, and employees to the full extent permitted by law from all claims, actions, losses, costs, expenses and demands of every kind. You agree that Council does not have responsibility or liability for any loss of or damage to persons, fixtures or personal property.

- f) The hirer is responsible for the conduct of people and activities in the Facility and for maintenance and preservation of good order during the period of hire.
- g) The hirer must ensure that the number of people attending the activity does not exceed any stipulated capacity of the Facility as this could result in a loss of bond or refusal of future bookings. Council's Rangers and/or authorised officers may conduct inspections of attendance levels to ensure compliance. All reasonable requests made by Council officers are to be complied with.
- h) Council encourages the hirer and the hirer members and guests to organise public transport or car sharing to minimise parking requirements and impact on the environment. Normal vehicular and pedestrian access must not be impeded at any time. All persons attending your activity must observe all parking rules and regulations. Any vehicles found to be parked illegally during the event, including vehicles obstructing driveways or parked on the footpath, will receive an infringement notice. *You are to announce this condition at the commencement of the activity.*
- i) You will and do hereby indemnify the Council from and against all actions, claims, demands, losses, damages, costs and expenses for which Council shall or may be or become liable in respect of or arising from your occupation and/or use of the Facility.
- j) Keys will be issued by Council to the hirer if the hirer is a Seasonal Hirer or Casual Hirer. If a key needs to be replaced, the cost of the replacement key will be deducted from the Casual Hirer's bonds. If a key needs to be replaced for a Seasonal Hirer, Council will issue an invoice for the cost of a replacement key.
- k) The hirer must secure all entrances and exits to a Facility after you leave. If a Facility is left unsecure and any damage occurs, Seasonal Hirers will be invoiced the amount of the repair costs and Casual Hirers will incur a charge which will be deducted from the bond. Any costs beyond the bond amount will be invoiced.
- l) All keys (other than specific storage keys) must be returned to Council at the end of the approved booking period.

9. USE OF COMMUNITY SPORTS GROUNDS & PARKS

- a) Council endorses the 'SOS' (Save our Surfaces) Principal of sports field use:
 - a.1) Shoot: do not always practice shooting in the goal mouth
 - b.2) Overuse: rotate the areas used for training and drills
 - c.3) Sprinting: complete agility work off the field.

Should you cause excessive damage to any sports fields through overuse, Council reserves its right to deny the hirer any future bookings. Further, the hirer must rectify any damage to Council's satisfaction.

- b) Use of any temporary structure including (but not limited to) temporary goal post, amusement devices or marquees require Council's approval. Please contact Council to discuss the possibility of applying for the use of temporary structures.
- c) Noise emanating from an event must be considered, especially when sports fields are located close to residential areas. Any intention to use electronic equipment that generates noise (eg public address system) must be approved by Council prior to its use. Failure to comply with acceptable levels of noise may result in cancellation of approval or booking to use a Facility and adversely affect any future bookings.

- d) Use of Council Facility must not cause inconvenience to residents. Noise emanating from the activity must not exceed acceptable levels. Council may issue an enforcement notice and/or withhold bond money if noise exceeds acceptable levels.
- e) Littering is strictly prohibited. No waste is to be left near or on bins. You are responsible to ensure the Facility is left in a clean and tidy manner. If additional bins are required, please contact Council.
- f) No person shall bring into the Facility, any helium balloons, confetti, fireworks, naked flames of any sort or any other articles deemed by Council to be objectionable.
- g) Alcohol must not be brought onto any Facility. The sale or consumption of alcohol is not permitted at any time in any Council Facility.
- h) The selling of food products (including mobile vending) from all Council Facilities must be approved in writing from Council and any associated fees are paid in full. All relevant food handling legislation and guidelines must be observed by approved parties.
- i) Smoking is not permitted in any Council Facility. The Smoke-free Environmental Act 2000 and any amendments must be adhered to.
- j) The attachment of posters, banners or advertising material of any description to any surface of any building, fencing or poles is prohibited. All posters, banners and advertising material must be approved in writing from Council and any associated fees paid in full. Any such posters, banners or advertisements must be removed when vacating the Facility.
- k) The use of confetti, glitters, sprays, poppers, streamers, powders and rice etc. is not permitted in any Council Facility.
- l) The Facility is hired in accordance with these Terms and Conditions, and the payment of any sum by way of hire fee, and the issue of any receipt for such sum by or on behalf of the Council, is deemed acknowledgement and acceptance of these terms, conditions and related policies.
- m) The hirer is required to leave the Facility in a quiet and orderly manner so as not to disturb nearby residents and the local community.

10. SECURITY, CLEANING AND DAMAGE

- a) The hirer is responsible for, and shall make good, any loss or damage occasioned to the Facility, chattels and other property during the hirer's use.
- b) If the hirer chooses to turn on field lighting the hirer is responsible for ensuring it is turned off at the end of the approved booking time. Failure to do so may result in additional lighting charges or revocation of access to the Cloudmaster lighting system.
- c) Council is not responsible for the loss of or damage to any property whatsoever belonging to any person attending the activity.
- d) If the hirer accesses amenities buildings they must be thoroughly cleaned and restored to the condition they were in prior to use of the building. Council will engage cleaners where required and any and all costs incurred shall be forwarded to the hirer or deducted from the bonds prior to approval for the refund of any balance remaining. Should Council incur costs in excess of the bond, an invoice will be issued for the balance of funds owing.

- e) Council's Facilities must be left in a clean condition and all goods, decorations, materials or property you bring, or allow to be brought, must be removed from the Facility immediately following the activity, otherwise they will be removed by Council and the cost of so doing shall be charged to the hirer.
- f) No appliances, fittings or fixtures shall be interfered with in any way.

11. SAFETY AND RISK

- a) Council requires the hirer to conduct your own risk assessments prior to and during the use of any Facility. If a risk or hazard is detected at any time the hirer must manage it to avoid injury of any person or any property damage. Should the hirer choose to proceed with the activities, it will be done so at the hirer's own risk.
- b) The hirer must supply documentation of risk assessments on request from Council. All requests must be satisfied within 5 working days.
- c) The hirer is to notify Council as soon as reasonably possible of the risk or hazard, how it was managed, whether any injury or loss resulted from the risk or hazard and if so, how this was managed on the next business day.
- d) All Council signs and all directions from Council officers, Police and/or other authorities must be obeyed.
- e) The hirer must ensure there are an adequate number of people present who are familiar with first aid procedures, particularly for formal sporting events

12. FILMING AND PHOTOGRAPHY

The use of cameras and video cameras at this venue is conditional upon the following:

- a) You must have all relevant individuals' consent to use images
- b) It is illegal to broadcast or publish images without written consent from Strathfield Council. Please seek Management approval for any Filming or Photography.
- c) Under no circumstances are cameras, video cameras or mobile phones to be used in change room areas.

13. CHILD PROTECTION POLICY

- a) Immediately report concerns or allegations of child exploitation and abuse to the NSW police on 000 then call NSW Child Protection Hotline on 132 111
- b) Treat children with respect regardless of race, colour, gender, language, religion, political or other opinion, national, ethnic or social origin, property, disability, birth or other status
- c) Ensure that another adult is present when working in the proximity of children
- d) Use any computers, mobile phones, video cameras, cameras or social media appropriately, and never to exploit or harass children or access child exploitation material through any medium not use physical punishment on children
- e) Not hire children for domestic or other labour which is inappropriate given their age or developmental stage, which interferes with their time available for education and recreational activities, or which places them at significant risk of injury
- f) Comply with all relevant Australian and NSW legislation

- g) All User Groups who have participants under the age of 18 are required to have a current Work with Children Check clearance certificate.