

# TERMS AND CONDITIONS OF HIRE

## Sporting Facilities, Parks, and Open Spaces

### A BASIS OF HIRE

1. Regular/Seasonal bookings (12 or more bookings in one calendar year) are reviewed by Council Officers as part of the Seasonal Allocation process for sporting grounds.
2. Casual bookings are defined as (11 or fewer bookings in one calendar year). Seasonal bookings may take priority over a casual booking.
3. All bookings must be made by completing a valid Application for Hire form.
4. Special Events (one-off community, regional, or major events such as carnivals, club presentations and cultural events) are subject to field availability and the suitability of the proposed activity. Additional conditions may apply to Special Events.
5. The Council will advise the Hirer in writing if the booking is approved. The Council has the right to refuse a booking.
6. Use of the facility should not occur outside of the dates and times booked or be used for the purpose of activities other than what is indicated on the booking application form.
7. The council reserves the right to make changes to the Terms and Conditions of Hire as required. Hirers will be advised in writing of any changes.
8. The Hirer shall advise all participating users of these conditions prior to their use of the facility.
9. The council has the right to decline future bookings where prior breaches of the Terms and Conditions of Hire have occurred.
10. The provision of the Local Government Act 1993 shall be deemed to be incorporated in and form part of the conditions of use.

### B GENERAL USE OF THE FACILITY

1. The Hirer acknowledges that Council facilities are provided as joint and shared use community assets and may be used by other groups or third parties.
2. Hirers must respect other users by ensuring the facility is vacated on time, and by remaining in the designated area.
3. Unauthorised access will result in additional fees and charges and/or cancellation of the booking.
4. Alcohol is not permitted to be sold unless the relevant approval and license is obtained from the NSW Casino, Liquor and Gaming Control Authority. Alcohol free zones may also apply to some Council facilities. [Please check Council's Website for Alcohol-Free Zones.](#)
5. Entry fees are not to be charged, and entry tickets are not to be issued to access the facility.
6. The Hirer is responsible for ensuring the facility and gates are locked when leaving. The Hirer may be liable for any personal injury, damage to the facility or grounds if the facility is left unsecure.
7. The Hirer shall not assign, sublet, or grant any licenses in respect to the facility under any circumstances, unless with the explicit consent of the Council.

- 8 The Hirer shall ensure that members, supporters, and visitors comply with or are aware of parking restrictions. All road rules, parking regulations and Local Laws must be observed. Vehicles must not block residents' driveways, or park on property without the consent of the owner. The Hirer must ensure that no vehicles, other than emergency or maintenance vehicles, are parked in or have access to the park/reserve. It is the responsibility of the Hirer to ensure that their drivers arrive and leave in an appropriate manner. All breaches will incur the relevant infringement notice.
- 9 The use of loudspeakers or PA systems should only be used for the purpose of controlling an event. Amplification is not permitted prior to 8am on weekends, and 7am on weekdays, or later than 10pm Monday – Sunday. More information can be found on [Council's website](#).
- 10 Hirers must ensure that individuals overseeing activities with children have a valid working with children accreditation in accordance with the requirements of the [Child Protection Legislation Amendment Act 2015](#).
- 11 Hirers must comply with the relevant requirements of the Work Health and Safety Act 2011, Work Health and Safety Regulation 2011 as well as Penrith City Councils Work Health and Safety Policy available on Council's website [www.penrithcity.nsw.gov.au](http://www.penrithcity.nsw.gov.au).
- 12 The Hirer shall ensure that the sportsground, pavilion, and its curtilage is maintained in a clean and tidy state at all times, in accordance with the following:
- all internal and external walls kept free of mud
  - toilets, showers, storage areas, canteens, change rooms are to be thoroughly cleaned on a regular basis and includes these areas being hosed/swept after each use
  - all paper and litter removed from the toilet area
  - all floors are to be swept or vacuumed as appropriate and kept free of mud, dust and litter
  - all kitchen benches are to be wiped clean and kept free of dust and litter
  - all equipment and kitchen utensils are to be stored in cupboards when not in use
  - pavilion rubbish bins are to be emptied on a regular basis
  - all rubbish is to be removed from the sports ground and surrounding areas after games and training.

In circumstances where more than one (1) Hirer uses a facility, the various users must negotiate their own arrangements for cleaning the sportsground and pavilion. Council Officers will carry out periodical inspections throughout the season, and at the end of season. Should the pavilion or sports ground, in the opinion of the inspecting Council Officer, not be maintained in accordance with the requirements outlined in this clause, the Council reserves the right to clean the facility at the Hirer's expense. All costs associated with cleaning and the removal of rubbish will be forwarded to the Hirer.

## **C CONDUCT AND BEHAVIOUR**

- 1 The Hirer is responsible for the conduct and behavior of all persons using the grounds and facilities during the hire period.
- 2 The Hirer will be responsible for any costs associated with damage or vandalism caused to the facility by any person attending the activities.
- 3 The Hirer is responsible for ensuring all attendees respect the amenity of neighbouring residents.

## **D FEES AND CHARGES**

- 1 All fees and charges are reviewed annually by the Council and subject to change each year on 1 July. All bookings made after this date will be subject to any fee increase.
- 2 Fee reductions and requests to waive hire fees are at the discretion of the Community Facilities & Recreation Manager.
- 3 Hirers with regular bookings will be invoiced seasonally. All charges for seasonal bookings shall be paid prior to the booking expiry date.

- 4 Hirers with casual bookings are required to pay the full hire fee at least 14 days prior to the booking.
- 5 The Hirer may be asked to pay a bond for their booking. If there are no breaches of the Terms and Conditions of Hire the bond will be refunded within 28 days of the event.

## **E CANCELLATIONS**

- 1 Cancellation of bookings must be made by the Hirer in writing to the Council. If a booking is cancelled more than 7 days before the scheduled activities the hire fee will not be charged. If the booking is cancelled less than 7 days before the scheduled activities, the full amount of hire fee will apply.
- 2 The Hirer is responsible for advising all participants of the cancellation of bookings.
- 3 The Council retains the right to cancel or relocate bookings at any time where the facility is required for the Council. In these instances, Council Officers will endeavour to provide the affected parties with due notice and offer an alternative venue where possible or provide a full refund of any fees paid. The Council is not liable to the Hirer for any loss or damages suffered by the Hirer because of such cancellation.

## **F KEYS, ACCESS & ALARMS**

- 1 Hirers with regular bookings will be issued keys by the Council for the full booking period. Hirers with casual bookings will be required to collect the keys from the Council prior to each booking.
- 2 An appointment must be made with the Council to collect keys. Hirers without appointments may experience delays or be requested to make an appointment.
- 3 Regular Hirers must keep an updated register of key holders' contacts and submit it to Council Officers upon request.
- 4 The Hirer will incur additional fees and charges for the replacement of lost or stolen keys.
- 5 Under no circumstances are copies of keys to be made.
- 6 Hirers are not permitted to install or use their own locks on external and internal doors and windows. Where locks have been found to be changed, the Hirer will be asked to remove them and reinstall the Council lock. Failure to comply will result in the offending locks being removed by Council Officers.
- 7 Hirers may use their own locks on cupboards, fridges, and storage containers. Where the facility is jointly used and shared, written agreement must be in place determining which items are to be locked. Council Officers have the right to make the final determination.
- 8 Hirers are not permitted to install and use their own alarms or CCTV systems without prior written consent from the Council. Additional conditions will apply where use of these systems is granted.
- 9 Council staff must be able to access all areas of the facility at all times and have the right to enter the property at any time.

## **G SPORTING RELATED OPERATIONS**

- 1 Only goal posts installed by the Council can be used.
- 2 Under no circumstances must the Hirer use or permit the use of metal portable goal posts at any sporting facility. Portable goal posts must be constructed in line with the [Fair Trading \(General\) Amendment \(Soccer Goals\) Regulation 2005](#).
- 3 Failure to comply with goal post requirements will result in the removal of goal posts.
- 4 Hirers are responsible for line-marking of fields (excluding Synthetic surfaces). Only Council approved products (eg: line marking paint or water-based plastic paint) can be used. Use of herbicides and creosote-based substances are prohibited and if used may result in the cancellation of hire.

- 5 Hirers must ensure that equipment is not set up on synthetic cricket pitches. Charges may apply for any damage caused.
- 6 Hirers are required to schedule training and competition matches which evenly spread wear on the grounds.
- 7 Night training and competition matches must conclude by 10:00pm. The facility must be vacated, and field lighting turned off no later than 10:30pm unless otherwise negotiated and approved by the Council.
- 8 Requests for the installation of permanent signage (fixed or otherwise) must be made in writing. Development Applications and approvals may be required. Permanent signage without written approval will be removed at the Hirer's cost.
- 9 Temporary signage (flyers, posters and display boards that are not fixed) can be displayed during the booking and must be removed from the facility at the conclusion of the booking. Signage must not be attached to vegetation or playgrounds and cannot obstruct footpaths or impact vehicle traffic.

## **H STORAGE ARRANGEMENTS**

- 1 The Council will endeavour to provide reasonable storage facilities for Hirers. Storage will be allocated based on justified operational needs, however there is no guarantee that all storage needs will be met. Exclusive access to storage areas will not be guaranteed.
- 2 Storage of equipment outside of the Hirer's allocated season is not provided by the Council. Where joint and shared facilities have scope for out of season storage, an agreement in writing must exist between all Hirers; a copy of which must be forwarded to the Council. Where an agreement cannot be reached Council Officers have the right to make the final determination. Priority in this regard will ensure the operational needs of the seasonal Hirer are met first. Where Hirer's are required to remove equipment to allow for this, the Hirer must make its own arrangements at their own cost.
- 3 If storage facilities are made available by the Council, then they are made available on the following additional terms and conditions:
  - The Hirer assumes sole risk and responsibility for the storage of their property and releases the Council from any claim that the Hirer or any person claiming through the Hirer might have or might have had in relation to any claim for any loss or damage to the hirer's Property or any other property or goods stored at the facility.
  - The council accepts no responsibility for any of the Hirer's property or equipment or goods stored on site at any time.
  - The council reserves the right to request the removal of the Hirer's property or equipment, or goods stored on site at any time.
  - Canteen goods must not be stored for any length of time to deter vandalism and theft.
- 4 The use of shipping containers on Council land will require the submission of a development application and development consent is required.
- 5 Litter bins, equipment and other personal items cannot be stored in toilets, service corridors or change rooms.
- 6 The Hirer is responsible for ensuring that allocated storage areas are kept clean and tidy, especially where storage areas are shared.
- 7 The Hirer is not permitted to keep perishable food items in storage areas. Any items such as coffee, tea, long-life milk, sugar must be kept in suitable airtight containers.
- 8 Toxic or dangerous goods, flammable liquids and gas, and chemicals are not permitted to be stored at the facility. Where such items are found by Council staff, the Hirer will be advised in writing and asked to remove them. Failure to comply may result in the cancellation of hire. All other products and materials should be stored in accordance with the manufacturer's instructions and included in the Hirers risk management plan.

- 9 Gas bottles can only be stored in facilities where sufficient cross ventilation is available, preferably in a caged area and out of reach of children and the public. Hirers shall ensure that under no circumstances are gas bottles to be left connected to BBQs when not in use. Gas bottles must be tested and comply with Australian Standards. Gas bottles cannot be stored with other hazardous items such as fuel or flammable substances. All gas bottles must be removed at the end of each season.
- 10 Council staff reserve the right to audit and inspect facilities and storage areas without notice. Where instances of non-compliance are found, the Hirer will be advised in writing and asked to rectify. Failure to comply may result in the cancellation of hire.

## **I RISK ASSESSMENT**

- 1 The Council requires that each Club has a 'Risk Management Plan' and appropriate risk management practices in place. A copy of the Club's Risk Management Plan must be provided to the Council on request.
- 2 All persons entering Council facilities and car parks do so at their own risk.
- 3 The Hirer is responsible for determining whether the facility is safe and suitable for their activities by conducting a risk assessment upon arrival. The Hirer shall advise all associated persons of the conditions & risks identified on inspection prior to their use of the facility.
- 4 Sporting operations should not proceed if the area is unfit for play, or if use of the facility will cause unnecessary damage to fields or grounds.
- 5 All exits must always remain clear and free of obstacles.
- 6 The Hirer should report any damage or unsafe conditions immediately via [Council's Self Service Portal](#) or by calling 4732 7777.

## **J INSURANCE AND INDEMNITY**

- 1 Hirers must have Public Liability Insurance of no less than \$10 million that covers the booking activities and any equipment used at the booking, including suppliers. A copy of the Certificate of Currency must be submitted with the booking application form.
- 2 The Hirer will indemnify and release the Council in respect of any judgment, action, liability, or any matter arising from the negligence of the Hirer or its agents and against any act or omission of the Hirer or its agents commenced by a third party against the Council.
- 3 The Hirer is responsible for incidents that may arise from their operation which results in injury, liability, loss, or damage to property. This includes the cost of any security or emergency call out to the facilities arising out of sporting and recreational activities.
- 4 The Council will not compensate the Hirer for any losses of any goods and equipment or consequential losses arising out of the damage or loss of the equipment. Hirers are advised that they should obtain insurance for their goods and equipment.
- 5 The Council will not be liable for any risks associated with the event and will not compensate the Hirer or other parties for any harm, liability, or loss arising out of the event.

## **K ELECTRICAL EQUIPMENT / HIRE EQUIPMENT**

1. The Hirer is responsible for ensuring that any electrical equipment and/or extension leads, brought into the facility by the Hirer and/or their guests, is checked for defects, faults and/or damage. Additional fees will be incurred by the Hirer if the power to the facility fails as a result of defective equipment.
- 2 Electrical equipment supplied and used by the Hirer must be tested and tagged by a qualified electrician every 12 months. This is to be undertaken at the Hirer's expense.

- 3 The council will not compensate the Hirer in instances where failure of the power is a result of the Hirer's and/or their guests' actions (eg: use of damaged, faulty, or defective electrical appliances and/or overloading the power circuits).
- 4 The Hirer must obtain prior approval from the Council to have amusement rides, jumping castles, jukeboxes, portable stages and/or any other equipment at the facility.

#### **L SYNTHETIC FIELDS AND ATHLETICS TRACKS**

1. The Hirer must ensure the prohibited activities listed in Appendix 1, do not occur on Synthetic Fields and Tracks. Failure to comply may result in additional fees and charges, forfeiture of bonds and/or cancellation of hire.
2. All equipment (including goal posts) must be returned to the designated storage areas upon completion of the booking. Equipment that is lost or damaged resulting from the Hirers use will be replaced at the Hirers expense.
3. The Hirer must not undertake or try to amend any line marking on synthetic fields.

## APPENDIX 1 – PROHIBITED ITEMS & ACTIVITIES

The following are prohibited across all Council Parks, Sporting Facilities and Open Spaces (including Synthetic surfaces):

- Smoking in Council buildings and within 4 metres of all entrances (Smoke- Free Environment Act 2000)
- Glass or sharp objects
- Fires of any type
- Off-leash dogs/animals
- Unauthorised vehicles
- Littering
- Star pickets/stakes must not be driven into sports grounds or surroundings.
- Antisocial behaviour.

The following are specifically prohibited on Synthetic Fields and Tracks: :

- Possession and consumption of alcohol
- All food including chewing gum
- All drink other than water
- Dogs or animals
- Star pickets, pegs and stakes
- Motorbikes, bicycles, skateboards, rollerblades, scooters and remote-control vehicles
- Metal stud boots
- Heeled shoes
- 'Needle' spikes
- Personal training activities that involve repetitive exercises and use of heavy items such as dumbbells, kettlebells, sledges, ladder drills, medicine ball smashes, dropping of weights etc.