



# TERMS AND CONDITIONS OF HIRE

## Sporting Facilities, Parks and Open Spaces

### A. BASIS OF HIRE

1. Regular bookings (12 or more bookings in one calendar year) are reviewed seasonally during Council's seasonal allocation process for sporting grounds.
2. Casual bookings are defined (11 or fewer bookings in one calendar year). Regular bookings take priority.
3. All bookings must be made by completing one of the below applications within the agreed timeframe:
  - A. Application for Seasonal Use of Sporting Fields (Allocation process)
  - B. Application for Casual Hire & Use of Sporting Fields / Public Reserves (14 days' notice)
  - C. Application for Special Events on Council Land (6 weeks' notice)
4. Special Events (One-off Community, Regional or Major events such as Carnivals, Club presentations and cultural events) are subject to Council's discretion, field availability and the suitability of the proposed event activities. additional conditions and other legislation may apply to Special Events.
5. Council will advise the hirer in writing if the booking is approved and has the right to refuse a booking.
6. Use of the facility should not occur outside the dates and times booked, or for the purpose and activities that are indicated on the booking application and confirmation letter (e.g. Special Events, Pre-Season training or trials). A separate booking is required.
7. Council reserves the right to make changes to the Terms and Conditions of Hire. Hirers will be advised of any changes in writing.
8. Facility upgrades and seasonal scheduled maintenance takes priority over hire agreements. Council Officers will liaise with Hirers regarding usage and facility closures, and will assist in finding alternate venues, if available.
9. The hirer shall advise all associated persons of these conditions and their resulting responsibility prior to their use of the facility.
10. Council has the right to decline future bookings if the hirer has breached Conditions of Hire in the past.
11. The provision of the Local Government Act 1993 shall be deemed to be incorporated in and form part of the conditions of use.

### B. RISK ASSESSMENT

12. Council makes no warranty that the facilities or surrounding areas are fit, safe, suitable, or adequate for use. All persons entering Council facilities and car parks do so at their own risk.
13. The hirer is responsible for determining that the facility requested 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.
14. Sporting operations should not proceed if the area is unfit for play, or if damage will occur during operations that would be harmful to the future use of the area.

15. The hirer is to report any damages or unsafe conditions immediately to [Council's Online Portal](#).

### **C. INSURANCE AND INDEMNITY**

16. 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.
17. 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.
18. 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.
19. 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.
20. The hirer releases Council from any liability to the hirer except where the damage to the hirer arises from a negligent act or omission by Council.

### **D. CONDUCT AND BEHAVIOUR**

21. The hirer is responsible for the satisfactory conduct of all persons using the grounds and facilities during the booking, ensuring the property, furniture, fittings, and appliances are used properly. Any costs associated with damage or vandalism caused to the facility by any person attending the activities will be directed to the hirer.
22. The hirer is responsible for ensuring all attendees respect the peace and quiet of neighbouring residents. The approved use of the facility must not disrupt the surrounding neighbourhood.

### **E. FEES AND CHARGES**

23. All fees and charges are reviewed annually by Council and subject to change each year on 1 July. All bookings held after this date will be subject to any fee increase.
24. Fee reductions and requests to waive hire fees are not permissible.
25. Hirers with regular bookings will be invoiced seasonally. All charges for seasonal bookings shall be paid prior to the booking expiry date.
26. Hirers with casual bookings are required to pay the full hire fee at least 14 days prior to the booking.
27. The hirer may be asked to pay a bond for their booking. If there are no breaches to the Conditions of Hire or damage to the facility the bond will be refunded within 28 days of the event.

### **F. CANCELLATIONS**

28. Cancellations of bookings must be made by the hirer in writing to 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 fees will apply.
29. The hirer is responsible for advising all participants of the cancellation of bookings.
30. Council retains the right to cancel or relocate bookings at any time where the facility is required for the Council. In these instances, Council 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. Council is not liable to the hirer for any loss or damages suffered by the hirer because of such cancellation.

## **G. GENERAL USE OF THE FACILITY**

31. The hirer acknowledges that Council facilities are shared and may be used by other groups or third parties. Full cooperation with other users is required if applicable.
32. Hirers must respect other users by ensuring the facility is vacated on time, staying in the assigned area and sharing the field accordingly.
33. Unauthorised access will result in additional fees and charges and/or cancellation of the booking.
34. Certain activities are prohibited at Council's facilities such as smoking in buildings, use of glass and fires. Please refer to Appendix 1 for a list of prohibited activities.
35. Alcohol shall not be sold at the facility unless written consent is first obtained from Council. A Liquor License is required. Alcohol-Free Zones may apply to Council's facilities. [Please check Council's Website for Alcohol-Free Zones.](#)
36. Entry tickets are not permitted to be sold at the facility.
37. All exits must remain clear and free of obstacles.
38. All buildings and gates must be secured when leaving the facility. The hirer may be liable for any personal injury, damage to the buildings or grounds if the facility is left unsecured.
39. All persons attending the event must observe parking rules and regulations. Any vehicles found to be parked illegally during the event, i.e. vehicles double parking, obstructing driveways or parked on the footpath, may receive an infringement notice
40. The Hirer shall not assign, sublet or grant any licenses in respect to the facility without Council consent.
41. Use of loudspeakers are restricted to certain times that can be found on [Council's Website](#). The use of sound amplification equipment must not produce a volume of sound other than is reasonably necessary and must be amended following noise complaints.
42. Hirers must ensure that individuals overseeing activities with children have valid working with children accreditation in accordance with the requirements of the [Child Protection Legislation Amendment Act 2015](#). More information is available at the Office of the Children's Guardian at [www.kidsguardian.nsw.gov.au](http://www.kidsguardian.nsw.gov.au)
43. 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)

## **H. LITTER CONTROL**

44. The hirer is responsible for leaving the facility in a clean and tidy condition. This includes ensuring that all rubbish is placed in the litter bins provided.
45. Litter bins and other waste cannot be stored in toilets, service corridors or change rooms, as they may become health and safety hazards.
46. The cost of cleaning by Council will be at the hirer's cost.

## **I. KEYS AND ACCESS**

47. Hirers with regular bookings will be issued keys by Council for the full booking period. Hirers with casual bookings will be required to collect the keys from Council prior to each booking session.
48. An appointment must be made with Council (4732 7930) to collect keys. Hirers without appointments may experience delays or be requested to make an appointment.
49. Regular Hirers must keep an updated register of key holder's contacts and submit to Council upon request.

50. The hirer will incur additional fees and charges for the replacement of lost or stolen keys.
51. Under no circumstances are copies of keys to be made. The hirer is not to change or relocate the locks on facilities without notifying Council. Any hirer or organisation failing to observe this requirement will be barred from future use of all playing fields.
52. Council maintenance staff must have access to all areas of the buildings and all times.

#### **J. ELECTRICAL EQUIPMENT / HIRE EQUIPMENT**

53. The hirer is responsible for ensuring all electrical equipment brought into the facility is not faulty or defective in any way. The cost of repairs and/or service callouts will apply where a failure of the power is a result of the hirer's and/or their invitee's equipment. (eg. overloading the power circuits).
54. Electrical equipment supplied and used by the club/association must be tested and tagged by a competent and qualified electrician every 12 months. This is to be undertaken at the club/association's own cost.
55. The hirer must obtain prior approval from Council to have amusement rides, jumping castles, jukeboxes, portable stages and/or any other equipment at the facility. A Special Event Application is required to be submitted to Council and additional conditions will apply.

#### **K. SPORTING RELATED OPERATIONS**

56. Only goal posts installed by Council or approved by the Department of Fair Trading are to be used.
57. Under no circumstances must the Hirer use or permit the use of metal portable goal posts at any sporting facility. Portable posts must be constructed from PVC piping. Portable goal posts must be constructed in accordance with Australian Standards HB227-2000.
58. Failure to comply with goal post requirements will result in the removal of goal posts.
59. Hirers are responsible for the line-marking of the fields and only products approved by Council can be used. Use of herbicides and creosote-based substances may result in the cancellation of hire. This clause excludes Jamison Synthetic field, Harold Corr Athletics track and Synthetic Cricket Wickets.
60. Hirers must ensure that equipment is not set up on synthetic cricket pitches. Charges may apply for any damage caused
61. Hirers are required to schedule training and competition matches which evenly spread wear on the grounds.
62. Night training and competition matches must conclude by 10:00 pm. 30 mins after operations are allowed for pack up and emergencies. Sports field lights must be turned off no later than 10:30 pm, unless prior written consent is obtained.
63. Installation of permanent signage (fixed or otherwise) must be approved by Council. Additional conditions apply.
64. 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 a playground, obstruct footpaths or impact vehicle traffic.

## **L. STORAGE ARRANGEMENTS**

65. Storage areas are limited and cannot be guaranteed. Priority of storage at shared-use facilities will be allocated by seasonal use.
66. Storage of equipment during the off-season at a facility must be arranged and approved by Council. Additional conditions apply
67. Provision of storage containers are not encouraged and require Council approval via a Development Application process. Additional conditions apply.
68. Sporting equipment and goods are to not be stored in showers or toilets.
69. The hirer is responsible for ensuring that allocated storage areas are kept clean and tidy, especially where storage areas are shared. Council reserves the right to inspect all storage areas.
70. 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.
71. Toxic or dangerous goods are not permitted to be stored at the facility (eg: LPG bottles, gas lighters, methylated spirits, toxic cleaning products etc).

## **M. Jamison Park Multipurpose Synthetic Fields**

72. The hirer must ensure prohibited activities listed in Appendix 1, do not occur at the booking(s) at Jamison Park Synthetic Fields. Failure to do so may result in additional fees and charges, forfeiture of the bond and/or cancellation of the booking.
73. Hirers must secure and lock the goal posts into storage cages provided at the end of their booking.
74. The Hirer must not undertake or try to amend any line marking to the synthetic field.
75. Equipment provided for your booking must be returned to storage areas on completion of the booking. Equipment found not accounted for following your booking will be replaced at the Hirers cost.

Failure to comply with these conditions and ensure prohibited activities listed in Appendix 1 do not occur at the booking(s), may result in additional fees and charges, forfeiture of the bond and/or cancellation of the booking.

## APPENDIX 1 – PROHIBITED ITEMS & ACTIVITIES

The following are prohibited across all Council Parks, Sporting Facilities and Open Spaces:

- 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
- Vehicles and motorbikes
- Littering
- Star pickets/stakes must not be driven into the sports grounds or their surroundings
- Antisocial behaviour.

In addition to the above, the following is prohibited at Synthetic Fields:

- Possession and consumption of alcohol
- Food including chewing gum
- Drinks other than water
- Pegs and stakes
- Tables and chairs
- Vehicles, including motorbikes, bicycles, skateboards, rollerblades, scooters and remote-control vehicles
- Footwear with metal studs
- 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.