

HIRE OF COMMUNITY FACILITIES AND PARKS - TERMS AND CONDITIONS

2 Conder Street, Burwood NSW 2134
PO Box 240, BURWOOD NSW 1805
Telephone: 9911 9911 Fax: 9911 9900
Email: bookings@burwood.nsw.gov.au
Website: burwood.bookable.net.au/#/

1. REQUEST TO HIRE

- a) Applications for the Hire of Council's Community Facilities and Parks shall be made via the online booking system or by emailing the Community Facilities and Parks Officer. The applicant must register for the payment of the fees and charges arising because of or from the hiring and in observance of these terms and conditions.
- b) All event booking requests must submit a completed Event Application form. Approval is subject to availability, appropriateness of the proposed use and relevant documentation.
- c) You must state the nature and the type of activity that is to take place.
- d) Council's use of its Community Facilities and Parks will have priority over other requests.
- e) Casual hirers are eligible for a maximum of 12 approved hire times per year. Approval is subject to availability and appropriateness of the proposed use.
- f) Seasonal hire is defined as summer season (September to March inclusive) and winter season (April to August inclusive). Council may alter season start and conclusion times at its discretion. As seasonal hirers receive significant discounts on the cost of hire there are no refunds for field closure for any reason.
- g) Activities must only be held during times approved for use by Council, organised activities are not to take place when fields and facilities are closed. Any additional usage must be approved by Council in writing, and any required fees paid to Council prior to additional usage taking place. Any use outside of the approved times or in contravention of these terms and conditions may incur a financial penalty and may adversely affect any future booking requests made to Council.
- h) 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 could be asked to leave the grounds.

2. HIRER RESPONSIBILITIES FOR VENUES

The Hirer must obey all laws, rules, regulation and ordinances. It is the Hirer's responsibility to ascertain which laws, rules, regulations or ordinances may be applicable to the function and comply with these provisions.

When using Council's facilities, the Hirer must:

- a) Ensure they understand access procedures into the building prior to the hire. It is the Hirer's responsibility to organise keys and security access codes at least one working day ahead of the booking time.
- b) Report any problems, maintenance issues or changes to booking details prior to each use to the Community Facilities and Parks Booking Officer 9911 9911.
- c) The venue must be left in a clean and tidy condition and locked on the Hirer's departure as listed in the cleaning and securing terms and conditions.
- d) As most of Council's properties are multifunctional, Hirers may only use the area of the premises for which they have paid for or additional fees will be charged.

- e) Venue space capacities must not be exceeded. Hirers must familiarise themselves with the facility evacuation procedures in case of an emergency and ensure all corridors and exits are kept clear and without hindrance. Council may undertake audits to ensure compliance.
- f) Do not sublet the venue, with the exception of Catering Companies approved by Council. Council venues may not be used for the sale of products for profit or for advertising purposes, unless prior written approval has been provided by Council.
- g) Bring their own whiteboard markers, computer and cables to connect to the AV projector, crockery, cutlery, glasses, jugs, table clothes, serving dishes, tea towels, sponges, washing up liquid, spray and wipe, extra garbage bags and anything else they may require.

3. HIRER RESPONSIBILITIES FOR FUNCTIONS

The hirer is responsible for public safety, prevention of damage to the venue, emergency evacuation, noise levels and returning the venue to its permanent layout during the course of the booking.

The Hirer is responsible for:

- the conduct of all guest/patrons at their function/event
- for the maintenance and preservation of good and proper order during the period of hire
- any damage caused by people or guests attending the function
- all venue windows and doors are to be closed from 10pm onwards and music to be reduced to an acceptable level to ensure minimal impact on surrounding properties.
- The responsible Council representative may instruct the Hirer to limit noise, music and/or voice amplification to an acceptable level if noise is excessive
- smoke machines and/or any other machines or equipment that may cause activation of the hall smoke alarm are not brought to or used at the hall. Non-compliance will result in the Hirer being liable for Fire Brigade fees, should they attend the hall.

Should a Council representative be called to an event

- The Hirer shall obey all reasonable directions of the responsible Council representative during the period of hire
- The responsible Council representative shall have complete control over all means of entry and exit and may close the entrance doors and/or refuse permission to any person or persons
- A Council representative may request to produce 'on the spot' proof of booking and payment.
- In the event that the activity or conduct contravenes this Policy, the Council representative may direct the Hirer to cease the activity and terminate the hire. All such terminations will result in no reimbursement of fees and charges. Council accepts no liability or responsibility associated with the cancellation.

4. HIRER RESPONSIBILITIES FOR PARKS

The hirer must leave the Park and amenities in the same condition as it was when you accessed it. Preparation and packing away is the hirer's responsibility.

- a) The hirer shall not sub-let the Park or Amenities, or any part thereof.
- b) 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.
- c) The hirer is responsible for the safety and conduct of any person attending the location 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.
- d) The hirer occupies and uses Council Park 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.
- e) The hirer is responsible for the conduct of people and activities in the Park and for maintenance and preservation of good order during the period of hire.

- f) The hirer must ensure that the number of people attending the activity does not exceed any stipulated capacity of the Park 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.
- g) 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.
- h) The hirer must secure all entrances and exits to a Park and Amenities after you leave. All equipment need to be placed away securely after each use. If an Amenity is left unsecured 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.
- i) If any dispute regarding usage arises, in the first instance, the disputing parties are to attempt to resolve it between themselves. If the matter is not resolved after the discussion between the parties, the issue should be brought to the attention of the Community Facilities and Parks Booking Officer the next working day.
- j) Prior to the use any of playing fields/park areas, it is the Hirer's responsibility to inspect and ensure that the areas to be used are fit and safe for the intended usage.
- k) Spikes, stakes and other objects are not to be placed into the ground.

5. USE OF COMMUNITY SPORTS GROUNDS & PARKS

Should you cause excessive damage to any sports fields through overuse, Council reserves its right to deny the hirer any future bookings and withhold bond.

Further, the hirer must rectify any damage to Council's satisfaction.

Use of any temporary structure including (but not limited to) temporary goal post, amusement devices, stalls or marquees require Council's approval.

If the conditions are windy or the shade structure is at risk of blowing away, for your own safety and the safety of other visitors Council representative may direct you to remove the shade structure. Please contact Council to discuss the possibility of applying for the use of temporary structures.

- a) Littering is strictly prohibited. No waste is to be left near or on bins. The hirer is responsible to ensure that the park is left in a clean and tidy manner.
- b) Personal gas BBQs are permitted to be used in our Parks and Reserves. During 'TOTAL FIRE BAN' periods only the Council provided electric BBQs are permitted for use. No person shall bring into the park, naked flames or open fire of any sort or any other articles deemed by Council to be objectionable.
- c) The selling of food products (including mobile vending) from all Council Parks 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.
- d) 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 park. Any promotional material distribution requires a pre-approved permit from council.
- e) The use of decorations and party supplies need to be environmentally friendly and biodegradable
- f) The park 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.

- g) The hirer is required to leave the park in a quiet and orderly manner so as not to disturb nearby residents and the local community.
- h) The ban of single-use plastics items applies to lightweight plastic bags, plastic straws, stirrers, plates, bowls, cutlery and expanded polystyrene food ware containers.
- i) No vehicles are permitted on the grassed area without prior Council approval.

6. Park BBQ

- Electric BBQ's are located in several of our parks and for public use with no booking required.
- Personal gas fire BBQs are permitted provided that they are elevated and fat traps used.
- During 'TOTAL FIRE BAN' periods only the Council provided electric BBQs are permitted for use. Fires and open flames of any kind are not permitted.

7. BBQ Picnic Shelter

- a) Wangal Park has a total of seven BBQ's located within the park. The five smaller shelters areas are for public use (No booking required) and the largest Sheltered area with two BBQ's is available for hire.
- b) 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 area.
- c) Vehicles are not permitted within the Park. Any items approved at your shelter booking will need to be walked onto the booked site.
- d) Commercial Activities or Any money-making activities including the sale of goods, food and / or beverages at shelters and/ or mobile vans, fundraising activities and / or personal training / boot camps are not permitted without prior written approval from the Council.
- e) Decorations Balloons, streamers, signs and like decorations may only be attached to picnic shelters with string. The use of thumbtacks, sticky tape, nails or the like damages facilities and is not permitted. All decorations must be removed at the end of the booking. Failure to remove decorations and the like, may result in charges for clean-up and is littering, and fines apply for non-compliance.
- f) Signs, decorations, tarpaulins or similar items must not be attached to trees or plants in the Park. Fines apply for noncompliance.

8. 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.
- 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. It is the hirer's obligation to check Council's wet weather line for availability of a Park on the proposed day of use. Any changes to ground closure will be announced after 2pm each week day. Council's wet weather line can be accessed at all hours on **9078 6170**.
- c) 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 Park may be closed or the hirer is unable to utilise a Park for whatever reason. If a Casual hirer booking is unable to proceed due to weather conditions they must contact Council in writing within 2 days of the booking to be considered for a refund.
- d) Council may reschedule, relocate, or postpone the hire dates or times should this be required for

any reason determined by Council.

- e) 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.
- f) Flood lighting availability is limited to 9:00pm Monday to Friday. When lighting is booked, power is available, but the hirer needs to turn lights on and off.

9. FITNESS

Different zones available for personal fitness and training. To apply for approval to use Council Parks or Reserves for Personal Training and Fitness Groups.

10. 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) Permission and access to Council's Facilities will only be given once Council has received payment of the required fees, as outlined herein.
- c) If you are a Casual Hirer, the hirer must pay the entire hire fee at the time of booking.
- d) Fees and charges may be paid through the online booking portal using a credit card, (credit card surcharge is applied in accordance with Council's adopted Schedule of Fees and Charges). Alternate payment methods including cash and cheque are accepted at the Customer Service counter during business hours.
- e) All changes or cancellations to the hire of Facilities must be in writing to Council. Hirer cancellation of less than seven days prior to the date of hire incurs a penalty of 50% of the cost. Hirer cancellation of less than 48 hours from the date of the event incurs a penalty of 100% of hire costs regardless as to whether payment has been received for the booking.
- f) Council's adopted Schedule of Fees and Charges is updated annually on the 1st July, bookings that occur after this period will be re-priced and an updated invoice will be issued.

11. BONDS

- Council requires the payment of bonds in accordance with Council's adopted Schedule of Fees and Charges.
- Any portion of the bonds the hirer is entitled to after Council has inspected the Park will be refunded within five days if payment was made by credit card through the booking portal. If payment was received by cash, cheque or via another payment option other than the booking portal a refund will be processed within 30 working days of a booking. Any proportion of the receipted bonds may be withheld at Council's sole discretion.
- 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 on your receipt. Should Council incur costs greater than the bond, an invoice will be issued to you for the balance of funds owing.
- 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.
- 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.

12. RELEASE, INDEMNITY AND PUBLIC LIABILITY INSURANCE

- a) The Hirer unconditionally releases Council from all claims, suits, demands, actions or proceedings (whether at law, in equity or arising under any statute) arising out of or in connection with an act, default or omission of Hirer or any of Hirer's Agents. The Hirer agrees not to sue or make any claim or demand against Council in respect of matters covered by this release.
- b) The Hirer hereby grants the Council an indemnity from and against all actions, claims, costs, losses, expenses and damages (including the costs of defending or settling any action or claim) in respect of:
 - Loss, loss of use, or damage to property of Council resulting from or by reason of anything done or omitted to be done by Hirer arising out of Hirer's activities undertaken at or near Council's facility during the hiring period.
 - Personal injury (including death) or illness to any person or loss of use, or damage to any property resulting from or by reason of anything done or omitted to be done by Hirer arising out of Hirer's activities undertaken at or near Council's facility during the hiring period.
 - Your liability to indemnify Council is reduced proportionally to the extent that a negligent act or omission of Council officers and agents has contributed to the injury, damage or loss.
 - The Hirer shall not willfully alter, tamper, or render void any insurance policy or documentation submitted to Council.
- c) Council's Public Liability Insurance Covers Casual Hirers of Council venues only. The Council Public Liability Insurance Policy does not cover Hirers who are Incorporated Bodies, Sporting Clubs or Associations or Hirers using Council venues for a total of 12 days or more over a 12-month period. These groups should obtain their own Public Liability Insurance, which can be obtained from any insurance company.
- d) The Hirers who are not qualified to be covered by Council's Casual Hirers Insurance Policy are required to obtain Public Liability Insurance in the amount of \$20,000,000 for the duration of the hiring and a copy is to be provided with the Application.
- e) If public liability insurance has been cancelled or altered by the Hirer or their insurer prior to an event, Council must be notified immediately and any approved application may be deemed not valid. Alternatively, if any documentation changes status from the time of application to the day of the event, Council reserves the right to terminate the event and not reimburse any fees paid for the hire. These guidelines contain forms including declarations and consent which must be made by prospective employees.
- f) 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.
- g) The hirer is responsible for your belongings, equipment and stock. Council is in no way liable for the loss or damage of any person's property. This includes any item stored at a Council facility. Council recommends the hirer seek independent contents insurance.

13. CLEANING, SECURITY AND DAMAGE

The Hirer must clean and restore the facility adequately and restore to the condition they were in prior to leaving and leave it in the condition it was in when they first hired; including but not limited:

- All tables and chairs to be cleaned and packed away neatly in the storeroom or as indicated on the floor plan/signage in each room.
- Switch off all lights, audio visual equipment, close windows and ensure all facility/amenity doors are locked.
- 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 Illuminator lighting system.

- Any mess and spills are to be swept and mopped, appliances and bench tops are to be wiped clean, and fridge and the dishwasher emptied.
- Rubbish is to be placed in the bins provided; if the rubbish exceeds the bin capacity then the Hirer must remove the additional rubbish from the premises. Do not use sanitary disposal bins provided for garbage or soiled nappies.
- No additional time, outside the hire period will be given to the Hirer to clean the facility. The Hirer must factor in cleaning the facility within the hire period.
- The hirer is responsible for keeping all designated storage areas (where applicable) in a clean manner which does not encourage vermin, cockroaches, spiders and ants. Once opened all food items are to be stored in sealable storage containers
- The hirer is responsible for, and shall make good, any loss or damage occasioned to the facilities, park, amenities, shelters and other property during the hirer's use.
- Hot coals, ice and oil must not be put on the ground in the Park as it damages the grass.
- No appliances, fittings or fixtures shall be interfered with in any way.

14. SAFETY AND RISK

- a) Council requires the hirer to conduct your own risk assessments prior to and during the use of any park. 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.

15. STORAGE

Limited storage space is available for hire at the Woodstock, Burwood Park Community Centre, George Street Centre, Henley Park and Blair Park on a monthly or yearly basis. No additional items or storage units are to be installed at any of the Council venues without prior permission from Council. No flammable or illegal materials are to be stored in the allocated storage areas. No liability will be accepted by Council for the loss or damage to any materials stored at the premises.

16. REPAIR AND MAINTANANCE

Repair and maintenance requirements are to be reported to a Council Customer Service Officer or The Community Facilities and Parks Booking Officer as soon as practicable after they are noticed. Council will endeavour to undertake repairs and maintenance as soon as practicable and within its budget constraints.

17. ELECTRICAL EQUIPMENT

It is a safety requirement that all electrical cords, power boards, appliances and special equipment brought by the Hirer to the venues and Parks must be tagged and tested. Failure to comply with this standard may blow the power fuses. Emergency callout costs for a technician to repair power circuits

will be deducted from the Hirer's bond. Heating equipment is not allowed as due to the risk to the venue and users.

18. INTERNET ACCESS

Burwood Council provides free, public internet access at some venues via an unsecured wireless network. It is strongly recommended that you do not use this network to transmit any personal, financial or legal data. It is not possible for Burwood Council to protect you against malicious theft or the interception of any data transmitted over this network.

Burwood Council is not responsible for the quality of transmissions, interruptions in connectivity or loss of data/information as a result of using this wireless service.

This wireless network is intended for lawful purposes only. This public wireless service may not be used to violate any standards, laws or regulations of local, state or federal governments/agencies, or International treaty.

Users release Burwood Council from all liability arising from any content accessed via the wireless network. Burwood Council shall not be held liable for any damages to user equipment (laptop, handheld, etc.) or for modifications made to hardware necessary to access this network. Burwood Council staff does not provide any technical support with this access. Burwood Council shall be held harmless as a direct or indirect result of the wireless user's use of this public network. Burwood Council makes no guarantees for access and reserves the right to limit bandwidth per connection.

19. SECURITY ACCESS CODES AND SWIPE CARDS

The Hirer will require a security swipe card or a pin code to access the venue; therefore, a refundable swipe card bond is required for the venues that require an access card. The swipe card must be collected the week of the booking, from Burwood Council's Customer Service Centre located at 2 Conder Street Burwood between 8.30am – 4.30pm Monday to Friday. If a swipe card is not collected during the above mention times, entry into the venue will not be available. Hirers are responsible for locking up the venue after the event.

All swipe cards provided to casual Hirers must be returned the next working day after the hire. Regular Hirers are required to return the swipe card if they do not have a booking within a two-month period. If the card is not returned within this timeframe the card will be deactivated.

Failure to return the key or swipe card will result in the bond being forfeited.

The pin number issued will only be active for the times of your booking, Should the afterhours number be called for a code not working outside of the hours of your booking time, an early entry fee might be charged.

20. SMOKING

Smoking is banned in spectator areas at public sports grounds and other recreational areas in NSW. Smoking is not permitted in any Council building under the *Smoke Free Environment Act 2000*. Additionally, on the 24 November 2009, Council introduced a smoke free policy and it is no longer acceptable to smoke within 10 metres of Council owned building and facilities.

21. ALCOHOL

Hirers intending to sell alcohol are responsible for obtaining the necessary liquor permit/license from the NSW Office of Liquor and Gaming Authority (www.liquorandgaming.nsw.gov.au) at least 28 days before the event. A copy of the licence must be supplied to Council and displayed at the venue during the function. Should Council determine a security guard or guards are required the hirer must provide Council with proof of security contractor engaged including copy of signed contract and paid invoice at least 1 week prior to booking date.

If no alcohol will be served or sold, a Statutory Declaration must be signed stating that no alcohol will be consumed at the function and submitted with the Application.

Burwood Council has established Woodstock Park, Burwood Park, Russell, Reed and Martin Reserve as Alcohol Prohibited Areas from 6pm – 8am seven days a week. Please refer to Burwood Council's Prohibition of Alcohol in Public Spaces Policy for further information which is available on Council's website www.burwood.nsw.gov.au.

22. NOISE

Hirers must ensure that all amplified sound, including but not limiting to music and PA systems cease by venue and parks closing time. Noise emanating from an event must be considered, especially when parks are located close to residential areas. All venue windows and doors are to be closed from 10pm onwards and music to be reduced to an acceptable level to ensure minimal impact on surrounding properties.

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 (Decibel) of noise may disqualify a group or hirer from future use of Council's facilities. Council may issue an enforcement notice and/or withhold bond money if noise exceeds acceptable levels (Decibel) and Council's representative or authorized officer is required to attend the site.

Noise from radios or the like, public address systems, amplifiers and musical instruments must be kept to a level that does not cause nuisance to other visitors. The Council's Rangers and/or authorised officers has sole discretion in determining whether interference or nuisance is taking place and may issue directions to the responsible person as to any remedial action to be taken. It is an offence to fail to comply with the reasonable direction of an authorised officer`

In addition, Hirers must be aware at all times of the impact that their activities may have on other users of the facility. Further, all Hirers must ensure that their patrons leave the community facility as soon as practicable after the completion of their use to minimise the disruption to other

patrons and the public.