Burwood Council
heritage ▪ progress ▪ pride

SUITE 1, LEVEL 2,
1-17 ELSIE STREET, BURWOOD, NSW 2134
PO BOX 240, BURWOOD NSW 1805
TEL: 9911 9911 FAX: 9911 9900
WEBSITE: www.burwood.nsw.gov.au

PARK CONDITIONS OF HIRE

General Conditions of Park Hire

- The Hirer is to accept responsibility for the cost of repair of any damage or breakage (other than normal wear and tear) to any part of the building, fitting, fences, grassland, park furniture or other property of Council, caused through the use of Council's property by the Hirer.

- The Hirer has no right to sub-let any property of Council, and Council reserves the right to re-let the area on any vacant days.

- Council reserves the right to cancel any fixture, if in its opinion the area is unfit for play, or the probable damage resulting from such play would be detrimental to the future use of the area.

- The area should be left in a clean and tidy condition.

- No fires are permitted on the ground. Gas fired barbecues are permitted provided that they elevated and fat traps are used.

- Hirers are to observe any reasonable direction of an Authorised Officer of Council. Failure to observe Council directives may result in Council discontinuing the Hirer's use of Council property.

- Spikes, stakes and other objects (e.g. for tents) are not to be placed into the ground.

- No vehicles are to be driven or parked on any grassed area at any time without prior permission from Council.

- The prior approval from Council is required for the following activities:

  - The use of a public announcement system.
  - The use of amusement devices (e.g. Merry Go Round, Jumping Castle).
  - The erection of a temporary structure (including a marquee).
  - To deliver public addresses or hold religious services or public meeting.
  - To engage in a trade or business (including the sale of food beverage).
  - For a fee or reward, to play a musical instrument or singing.

- 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.

Rental Charges

- **Seasonal bookings** must be paid within three (3) months of the season commencing, unless otherwise arranged with Council.

- **Casual bookings** are subject to pre-payment. Payment must be received at least 5 working days prior to date of use. Failure to pay will result in use being denied by Council's Law Enforcement Officers.

Seasonal Bookings

- Weekday Public Holidays are not included in weekend season bookings – they are available only on a casual hire basis.

- Summer Season dates - 2nd week of September to 3rd week of March inclusive.

- Winter Season dates – Beginning of April to 3rd week in August inclusive. Season extensions are subject to availability and agreement with the Parks Superintendent. This is to allow for ground maintenance.

- Council reserves the right to provide casual hire to other parties of the ground during the season on vacant dates notified in the competition draw.

- Posts are erected for seasonal bookings and for the sport type booked. They are only available for casual bookings if they are already erected.

Keys

- The Hirer is responsible for the safekeeping of the keys issued. Under no circumstances are copies to be made of keys and any Hirer failing to honour this requirement will be **barred from** future use of all playing fields.

- All keys are to be returned at the end of a seasonal hire.

Wet Weather

- Wet weather enquiries are to be checked with the Club Secretary or Council wet weather information services, the answering machine on 9744 7219 after 4:00pm. The message is updated daily.

- No refund will be given for seasonal bookings for washed out days, alternate new dates given if available and should be agreed to prior to the event with Council's Parks Superintendent.

- Refund in full for casual bookings, if booking is cancelled by Council due to wet weather prior commencement. 15% of the hiring fees will be retained as administration costs.

- No refund is applicable if booking is commenced and abandoned due to inclement weather.

Food and Beverage

- No alcohol is to be taken or consumed on the grounds or its surrounding area.
- A person must satisfy licensing laws and have the written consent of Council to sell alcohol on public reserves.
- Goods in glass containers are not to be sold / distributed from canteens or any other fund raising activities.
- Clubs or persons selling food in any Council parks & reserves must comply with Council's "Guidelines for Food Handling" for special events.
- Store rooms and canteens are to be cleared out after the end of season unless hired for the alternate / off-season.

Insurance

- If the Hirer is not determined to be a casual Hirer or is an association / sporting club, commercial enterprise, or an incorporated body, or hires the playing field more than 10 times per annum, the Hirer's use and occupation of the facility shall be at its own risk. The Hirer must then have in effect insurance which shall at all times cover liability to the public (including the Hirer's invitees) for an amount of not less than $10,000,000 indemnity in respect of personal injury or death arising by accident of any person whomsoever and in respect of any injury, loss or damage to any property or personal effect whatsoever arising out of or caused by the use or occupation of the facility by the Hirer or its invitees. The Hirer shall ensure that the policy of insurance is in the name of the Hirer or their association and that the policy is affected with an insurer or insurers to the satisfaction of Council, and that a Certificate of Currency must be supplied to Council with the signed hire agreement application form. A cross-liability clause naming the Hirer and Burwood Council is to be incorporated into the insurance policy wording.
- The Council shall not be liable for loss of or damage to any property or injury sustained or suffered by the Hirer or its invitees, where such loss, damage or injury arises in any way out of the hiring unless due to the negligence of the Council.

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Privacy Statement

If you are applying for consent as an individual, you may be providing Council with personal information (such as your name and address) within the meaning of the *Privacy and Personal Information Protection Act 1998.*

You are obliged by law to provide your name and address. If you do not provide the personal information requested Council may be unable to process your application.

Council is collecting this personal information from you in order to identify and process your application.

You may make application for access or amendment to information held by Council. You may also make a request that Council suppress your personal information from being made publicly available. Council will consider any such application in accordance with the relevant legislation.

Enquiries concerning this matter can be addressed to Council's Public Officer.