

## Compliance

By signing Council's application form or provisional confirmation letter, the applicant is agreeing to comply with these Terms and Conditions of Hire Arrangements and any reasonable requests by Council staff or its agents on the day of the event. Failure to do so will be regarded by Cumberland City Council (Council) as a breach of these Terms and Conditions and this may result in:

- The cancellation of the booking
- The immediate closure of the event
- The withholding of all or part of the security bond
- Council suing for the recovery of any amount due
- The cancellation of any future bookings

## General

Unless otherwise approved in writing by Council the applicant must not:

- Use the facility for commercial purposes
- Assign or sublet the facility to a third party
- Use the facility for purposes other than those stated in the application form

Council reserves the right:

- To cancel any event or activity that in its opinion is offensive, immoral or noxious or that may cause a nuisance or annoyance to Council or neighbouring properties or any other person.
- To relocate any event/booking at any time to an alternate venue

The applicant:

- Acknowledges that use of Council's facility is at its own risk
- Agrees to remove all belongings and hired equipment from Council's property at the end of the hire period
- Acknowledges that it may be prosecuted if non-compliance with these Terms and Conditions results in a breach of Local laws or regulations or State or Federal laws
- Acknowledges that legislation exists at State and Federal level, which makes acts of discrimination, vilification, incitement, offensive conduct and public disorder unlawful. By agreeing to these Terms and Conditions the applicant makes a commitment to ensuring that there is no vilification, discrimination or incitement of hatred or violence against any person based on age, race, religion, ethnicity, culture, sexuality, sexual preference or physical or intellectual ability by anyone

## **Insurance**

All users of Council's facilities must be covered for public liability insurance purposes.

Incorporated organisations and commercial organisations must have their own cover of at least \$20 million per claim for the duration of the hire period. The cover must indemnify Council from all actions, claims, losses, expenses and damages (including the cost of defending or setting any action or claim) in respect of:

- Loss of, loss of use of, damage to Council property
- Personal injury (including death) or illness to any person or loss of, loss of use of, or damage to any property

Resulting from or by reason of anything done or omitted to be done by the applicant arising out of their activities undertaken at a Council's facility.

## **Hours of Use**

Council's facility must only be used at the time and on the date specified in Council's written confirmation. Any extensions or alterations must have Council's prior written approval.

## **Cancellations and Refusal of Hire**

Council reserves the right to:

- Refuse or cancel any booking at any point based on its own discretionary assessment of the booking application
- Withhold specific details or reasoning of booking assessments. As part of this assessment, Council may impose specific caveats or requirements that the hirer must agree to not outlined here in these Terms and Conditions, or accept cancellation or refusal of their booking application
- Refuse or cancel any booking at any point due to non-disclosure of information or supply of misleading, incorrect, or inadequate information by the Hirer.
- Refuse or cancel a booking application supersedes any confirmation and accompanying financial transaction undertaken

Council advises that a facility being available does not result in a booking application's automatic approval and at all times, a booking application is effectively an application process that will be assessed and responded to at Council's discretion.

## Cancellations by Hirer

In the event of a cancellation by the Hirer, a fee will be forfeited by the Hirer as per the following schedule:

Notice of cancellation	Fee
Less than 2 weeks prior to booking	50% of fees paid by Hirer will be retained
Less than 1 week prior to booking	100% of fees paid by Hirer will be retained

## Set Up and Pack Away

Any time required for set up and pack up of a booking including all cleaning at the end of the booking must be included and paid for in the period booked.

All belongings and hired equipment must be removed from the facility by the end of the hire period.

## Conduct and Supervision

The applicant is responsible for ensuring that:

- All persons attending the event conduct themselves properly at all times
- Children and young people are properly supervised during the event or activity and not placed at risk upon entering, occupying or leaving the facility
- The NSW Police Force is informed if more than 500 people are expected to attend the event
- Any security personnel are appropriately qualified and have public liability insurance cover of at least \$10 million

## Traffic and Transport

The applicant is also responsible for ensuring:

- That people attending the event/booking, only park in designated areas and marked parking spaces
- People do not park on any grassed areas, garden beds or landscaped areas
- For events with 1000 people, any traffic control personnel are appropriately qualified and have public liability insurance cover of at least \$10 million
- A Traffic Management Plan has been prepared and submitted to Council at least 6 weeks prior to the date of an event. The plan must be approved by Council's Traffic Committee for the event to proceed.

## Duty of Care

Duty of care for all persons attending the event will remain the responsibility of the applicant at all times and cannot be transferred to Council or its employees.

If appropriate, the applicant is responsible for obtaining signed consent and medical information forms for all participants under the age of 18 years.

## Risk Management

Council strives to provide hirers with good quality facilities that are fit for purpose. To this end, it identifies, manages and where possible removes potential risks to health and safety.

However:

- Responsibility for conducting risk assessments and the preparation of risk management plans is the responsibility of the applicant
- If a hazard is identified that can be removed safely without the risk of injury, the applicant should proceed
- If a hazard is identified that is a risk to personal safety and requires urgent attention, it must be isolated and reported to Council on **8757 9000** immediately
- Other hazards should be reported to Council between 8:00am and 4:30pm on the next working day

## Incident Notification and Emergencies

Any injuries that occur during the hire period that require medical treatment must be reported to Council no later than 4:30pm on the next working day.

Any incidents that occur that requires the attendance of the Police, Ambulance or Fire service must be reported to Council on **8757 9000** no later than 4:30pm on the next working day.

Any incidents that result in damage to Council property must be reported to Council on **8757 9000** before 4:30pm on the next working day.

## Noise

The applicant must ensure that:

- Noise levels are kept to a minimum to avoid disturbance to other users and neighbouring properties
- Noise levels must not exceed 60dBA at the edge of an event or activity which is equivalent to the noise made in regular conservation
- Noise from motor vehicles in the park precinct must not exceed 90dBA
- Noise from motor cycles in the park precinct must not exceed 94dBA

Cumberland City Council will retain the security bond paid by the applicant where these limits are not complied with. In addition, Council may issue on the spot fines and take legal action in accordance with the provisions of the Protection of the Environment and Operations Act 1997 if noise from an event is deemed excessive.

## **Modifications and/or Damage**

Modifications and/or damage to Council buildings or park infrastructure are prohibited. If the applicant or their invitees are found to have modified and/or damaged telephone services, regulatory signage, surveillance cameras, firefighting equipment, lighting, electrical, playground equipment, parks surfaces, plumbing, drainage or irrigation systems, the applicant will be liable for the full cost of restoration or repair.

## **Cleaning and Waste Removal**

The applicant is responsible for:

- Ensuring the facility is left in a clean and tidy state to Council's satisfaction at the end of the hire period
- The removal and appropriate disposal of all waste generated by the event. Council does provide an event waste disposal service. Applications are essential and fees and charges do apply. Contact Council's Bookings Team on **8757 9000** for further information
- Any costs incurred by Council if the facility is not left in a clean and tidy state or if any waste generated by the event is not disposed of appropriately

## **Loss**

Council:

- Does not accept responsibility for the loss of any property belonging to either the applicant or any person attending the event
- Will retain items of lost property for a period of 7 days after which they will be disposed of
- Will hand valuable items to the NSW Police Force – Auburn or Cumberland Local Area Command

## **Alcohol**

The consumption or sale of alcohol at the facility is prohibited unless prior written approval is provided by Council and the appropriate licence(s) is obtained.

## **Emergency Access**

Access for emergency vehicles must be maintained at all times.

## **Decorations**

Modest decorations are permitted on condition:

- They are removed together with their fastenings at the end of the hire period
- Council's facility isn't damaged
- Trees and local flora aren't damaged

## **BBQs**

- Council provides free BBQ facilities at a number of locations across the Local Government Area. They cannot be reserved and operate on a first come first serve basis. The applicant is responsible for ensuring that any BBQ facilities used are left in a clean and tidy state.
- Portable BBQs are permitted (other than on total fire ban days).
- Open fires are not permitted.

## **Storage**

The applicant must remove all belongings from the facility at the end of the hire period unless prior arrangements have been approved by Council.

- The storage of flammable, explosive, corrosive and dangerous materials in Council facilities is prohibited.
- Do not store any items in disabled toilets, service ducts, meter rooms, service compartments or shower and toilet recesses.
- Council and emergency services must have access to Council amenities from each entry point at all times. School groups or casual hirers, as well as cleaners and maintenance staff, may also need access to disabled toilets. It is an offence to block or restrict access to disabled toilets or meter rooms.
- Any property and equipment found to block or restrict access of these areas will be removed at cost to the Hirer.

## **Keys**

If issued with keys, the applicant:

- Is responsible for ensuring that they are retained in the possession of nominated officials at all times
- Is not permitted to copy or duplicate Council keys or replace Council padlocks
- Must return keys to the facility at the end of the hire period
- Will be required to pay the cost of replacement if they are lost or not returned to Council

## **Security**

If appropriate, the applicant is responsible for ensuring that the facility is locked and left secure at the end of the hire period.

## **Fire Regulations, Fire Exits and Fire Fighting Equipment**

If appropriate, the applicant must:

- Ensure all fire exits are kept clear of impediments at all times
- Ensure that the operation of fire doors, fire exists and firefighting equipment are not interfered with or removed from their designated location
- Replace any fire extinguishers and smoke detectors damaged due to misuse

## **Temporary Structures**

(Including but not limited to amusement devices and jumping castles, marquees, stalls, stages and fencing)

The applicant:

- Must ensure that all temporary structures are installed and operated in accordance with manufacturer or hirer's instructions
- Must ensure that temporary structures are installed on the approved site location
- Is responsible, where appropriate, for ensuring that all temporary structures are supervised by a responsible person at least 18 years old and trained in all aspects of their safe operation
- Must provide Council with copies of certificates of currency for public liability insurance for at least \$20 million per claim for all hired equipment for the intended period of hire

Council does not supply power for temporary structures such as; amusement devices, jumping castles and catering equipment. The applicant is responsible for providing generators.

## **Electrical Equipment**

The applicant:

- Must ensure that all electrical equipment conforms to electrical testing compliance standards
- Will be responsible for any costs incurred by Council due to the installation by the applicant of faulty electrical equipment

## **Electrical Capacity**

Where appropriate, the applicant is required to ensure that the total load capacity of any electrical equipment used does not exceed the total load capacity of the facility. Non-compliance will result in the applicant being responsible for any emergency call out costs and if required, any associated repairs.

## **Cooking and Refrigeration**

In all cases where food is to be provided or sold, the applicant must:

- Comply with State and Federal legislation on food handling, preparation and storage
- If required, pay appropriate Council fees and charges

## **Glass**

The applicant is responsible for the cost of all glass replacement if damaged through misuse or negligence.

## **Verification**

The applicant should keep a copy of Council's confirmation letter with them during the hire period. A Council Officer or Ranger may visit the event to ensure that all Terms and Conditions of Hire Arrangements are being met.

## Working with Children

Hirers that provide activities which involve children and young people under the age of 18 years must comply with the requirements of relevant child protection legislation including the:

- Child Protection (Working with Children) Act 2012
- Children and Young Persons (Care and Protection) (Child Employment) Regulation 2015
- The Children's Guardian Act 2019
- Children and Young Persons (Care and Protection) Act 1998

Working with Children Check clearances must be sought to undertake child-related work. Hirers are required to be able to provide, on request, all required Working with Children Check numbers, names and dates of birth as well as evidence of verification. This information must also be available to potential customers or users of the activity. Failure to do so may result in Council cancelling the booking and reporting your business to the Office of the Guardian. Hirers must disclose to potential customers/stakeholders that they 'the Hirer' are an independent body from Council. More information about child safe practices can be found at the [Office of the Children's Guardian](#).

## Seasonal and Casual Hire Sports Fields

In addition to the Hire Arrangements for Parks and Sports Fields – Terms and Conditions, seasonal hirers and casual hirers of Sports Fields are required to:

- Clean the canteen/kiosk, club rooms, store rooms, referee rooms and change rooms (including toilets and showers)
  - Where the facility is found in an unsatisfactorily condition, the cost of the cleaning will be charged to the hirer
- Handle and/or store any equipment, used in the maintenance/upkeep of Council's sports fields and parks belonging to Council or any other hirer, in an appropriate manner which does not cause damage to the equipment and/or Council facilities.

## Sportsground Status / Wet Weather

### Grounds Closed

- Closures can occur for wet weather, maintenance or other unforeseen circumstances
- Where a sportsground has been found to be used while closed, the cost of any damage sustained will be charged to the offenders
- When grounds are closed on a Monday to Wednesday, they remain closed until 3pm the next business day unless updated earlier
- Grounds closed on a Friday will remain closed for the weekend
- When grounds are closed on a Thursday they remain closed till 12pm on the Friday unless updated earlier

### Grounds Open

- When Council determines that grounds are open, users remain responsible for determining the suitability for use of individual grounds, in terms of playing safety and potential ground damage.
- Users are requested to exercise discretion in the event of any future wet weather

Sportsgrounds Closure Information Line: **8757 9025**



## Line Marking

- The hirers are prohibited from using any machinery or tools to maintain fields, this includes scalping fields for line marking
- Council will conduct one (1) line mark at the start of each Summer and Winter season.
- Hirers are responsible for undertaking line marking of the fields for the remainder of the season
- Additional line marking by Council can be requested by contacting the Sports Club Liaison Officer on **8757 9000** or email at [council@cumberland.nsw.gov.au](mailto:council@cumberland.nsw.gov.au) with a minimum 10 business days' notice. A fee is payable as per the Fees and Charges on Council's website
- Only water based line marking paint may be used to mark fields. Use of herbicides, even in dilute concentration, creosote, lime and waste oil are not permitted. Should line marking cause damage to the playing surface, the cost of the rectification required will be charged to the Hirer
- Storage and use of line marking paint must be in accordance with the relevant material data safety sheets
- Paint Request - Requested by contacting the Sports Club Liaison Officer on **8757 9000** or email at [council@cumberland.nsw.gov.au](mailto:council@cumberland.nsw.gov.au) with a minimum 5 business days' notice

## Floodlighting

- Access to floodlighting is only available for the specific hire time approved by Council
- The hirer is responsible for providing Council with the authorised floodlight users details prior to the start of each season.
  - The hirers primary contact will be issued with floodlight instructions prior to the start of the season
  - Floodlights must be turned off at the conclusion of the hire period and no later than 10pm

## Storage

Storage of equipment in the off season cannot be guaranteed and may be subject to the proportion of each group's use of the amenities and the type of equipment stored.

## Emergency Contact

In an emergency, call 000 for the police, ambulance, or fire brigade. For security and maintenance issues, contact Council on **8757 9000**

## Cumberland City Council

16 Memorial Avenue, PO Box 42, Merrylands NSW 2160.

**T** 8757 9000 **W** [cumberland.nsw.gov.au](http://cumberland.nsw.gov.au) **E** [council@cumberland.nsw.gov.au](mailto:council@cumberland.nsw.gov.au)