



# EVENT BOOKING TERMS AND CONDITIONS

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# Events

## 1. Definitions

**Event** means an organised activity, occupying a recreation reserve, park, foreshore or playing field for more than one hour and is attended by 50 people or more. This may include: fetes, carnivals, festivals, community celebrations, promotions, displays, filming, photography, sporting gala days, aquatics, regattas, entertainment, fireworks

**Application** means the “Application for Events on Council Land” submitted to the Council by the Hirer

**Approved Purpose** means the purpose identified in the Permit

**Approved Time** means the dates and times specified in the Permit

**Bond** means either: cash; or an unconditional agreement issued by a bank or other body approved by Council to pay to Council the amount specified in the Permit.

**Council** means Hunters Hill Council and includes, where the context allows, its employees and authorised agents

**Facilities** means the facilities identified in the Permit.

**Fee** means the fee identified in the Permit

**Hirer** means the Hirer specified in the Application and includes, where the context allows, the Hirer’s employees, agents and invitees.

**Permit** means a letter issued by the Council to the Hirer approving an Application and specifying the terms and conditions of the approval.

## 2. General Terms & Conditions

1. This agreement shall come into effect upon the Council serving the Permit on the Hirer.
2. The Hirer must, within the time notified in the Permit, pay to Council the Fee and the Bond.
3. The Hirer must use the Facilities only for the Approved Purpose and at the Approved Times.
4. The Hirer must not (whether by act or omission) cause any damage to the Facilities or leave the Facilities in an untidy state. The Council may remedy a breach of this clause, the cost of which shall be a debt due from the Hirer to the Council.
5. The Hirer must not use the Facilities at any times that the Council, in its absolute discretion, determines that the Facilities are unfit for use or occupation, e.g. wet grounds.
6. Where in this agreement there is a debt due to the Council from the Hirer, the Council may, in its absolute discretion, call upon the Bond to satisfy the debt. In any such event, the Hirer must, as soon as practicable, replenish the Bond.
7. In accordance with section 5N of the Civil Liability Act 2002 (NSW), the Hirer uses the Facilities at its own risk.

8. The Hirer shall have in effect throughout the term of this agreement a policy of public liability insurance in a sum of \$20,000,000. The policy must note the interest of the Council and must be on terms acceptable to the Council. The Hirer must provide evidence of the currency of the requisite policy upon request by Council. Where the Hirer is in breach of any provision of this clause, the Council may affect its own public liability insurance policy to cover the Hirer's activities under this agreement, the cost of which shall be a debt due to the Council.
9. The Hirer must not do anything that will void or otherwise negatively affect the insurance policy obtained under clause 9 and must, as soon as is practicable, inform the Council in writing of any such voidance or negative effect.
10. The Hirer must promptly advise the Council of the occurrence of an event that gives or may give rise to a claim under the policy and must keep the Council fully informed of subsequent action and developments concerning the claim.
11. The Hirer indemnifies the Council against any claim, demand, action, suit or proceeding that may be made or brought against the Council arising from the Hirer's use of the Facilities, except where the claim demand, action, suit or proceedings relates to the negligent act or omission of the Council.
12. The Hirer must comply with all applicable laws and Australian Standards at all times when using the Facilities. Without limiting the foregoing, the Hirer, in using portable soccer goalposts, must comply with Standards Australia guidelines HB 227-2000 (Portable soccer goalposts – Manufacture, use and storage).
13. Hirer must, as soon as practicable, make good any damage caused (whether by act or omission) to the Facilities. The Council may remedy any breach of this clause, the cost of which shall be a debt due to the Council from the Hirer.
14. The Hirer must not erect any structures upon the Facilities except for temporary safety equipment (e.g. goal post padding)
15. The Hirer must not assign its rights under this agreement without the prior written consent of the Council, which may be withheld at Council's discretion. Any consent given under this clause may be given conditionally.
16. The Hirer must not cause any nuisance to properties within the neighbourhood of the Facilities.
17. The Hirer must not supply or consume alcohol on the Facilities without the Council's written consent which consent may be withheld at Council's discretion and which may be given conditionally.
18. The Hirer must not drive any vehicle onto the Facilities unless there is provision for vehicles by way of roads and parking areas.
19. Where Facilities are being repaired/maintained by Council, the Hirer must, in its use of the Facilities comply with any lawful direction given by the Council.
20. The Hirer warrants that, prior to each use of the Facilities, the Hirer has either:
  - a. assessed that the toilets, waste receptacles and related amenities provided at the Facilities ("Amenities") are sufficient to serve the needs of the likely number of participants and/or spectators that will attend the Hirer's event(s); or, if that is not the case
  - b. obtained the Council's consent to the installation of any additional temporary Amenities to address any deficiency and, at its cost, installed the additional amenities in a proper and workmanlike manner and in accordance with any directions from Council and other industry standards.
21. Where clause 20(b) applies:
  - a. the Hirer shall, as soon as possible after the relevant use of the Facilities, remove any temporary Amenities installed; and

- b. clauses 5 and 15 of this Agreement shall apply to the installation, use and removal of any temporary Amenities.
- 22. The Hirer must remove any of its members from the Facilities where, in the opinion of the Council, the member misconducts themselves and Council directs their removal.
- 23. The Hirer must not charge an entry fee to the Facilities without the prior written consent of the Council, which consent may be withheld at Council's discretion or granted conditionally
- 24. The Hirer must not copy any keys made available by the Council to the Hirer for the Facilities. Any such keys must be returned to Council immediately following the completion of this Agreement.
- 25. A party may terminate this Agreement where the other party fails to pay any money due under this Agreement or commits a material breach of this Agreement. Without limiting the foregoing, a material breach is taken to have occurred where:
  - a. a party gives the other party notice to remedy a breach within a reasonable time and the other party fails to remedy the breach within that time; or
  - b. there is a breach of clauses 20 or 21 of this Agreement.
- 26. The Hirer's address for service of any notices under this Agreement shall be the address specified in the Application. Service shall be taken to have been effected in accordance with section 76 of the Interpretation Act 1987.

## Specific Terms and Conditions

### 3. Sale of Food at the Event

All temporary food premises (stalls) are to comply with the provisions of the Food Act 2003, the Food Standards Code and Council guidelines.

Details of the stall layout, construction equipment, facilities and power source to be used are to be submitted to Council with this application.

Any vans used for the preparation and sale of food should be constructed in accordance with Councils "Code for Food Stalls and Food Vans" as well as the above mentioned legislation.

All inquiries for food and/or drink outlets, food preparation, storage, handling and arrangements for inspection can be made with Council on telephone 98799400 at least 4 weeks prior to the event.

For further information go to <http://www.foodstandards.gov.au>

### 4. Waste Management

The organiser is responsible for waste management of the event. Details of waste and garbage disposal systems can be obtained from Council on telephone 98799400.

(Council does not provide waste services for private or commercial purposes.)

All facilities, amenities and area must be left in a clean and tidy condition at the conclusion of the event devoid of all rubbish and debris. (A fee will be deducted from the bond held if this is not adhered to).

## 5. Amenities

It is the responsibility of the hirer to open and close the amenities and associated facilities on the reserve.

Keys for the facility can be obtained by contacting Council on 98799400 and will be available for pick up after payment of fees and within 5 days of the scheduled event.

The cost and supply of portable amenities is the responsibility of the organiser.

Portable toilets are not to be located within 20m of a storm water drain or watercourse.

Portable amenities must be located on level ground and secured.

In the event of a spillage, the organiser is responsible to contact the hiring company immediately to rectify the problem in accordance with the Protection of the Environmental Operations Act (1997).

Hosing of wastes down storm water drains is not permissible.

## 6. Public Address System/Entertainment

Protection of the Environmental Operations Act (1997) applies in relation to noise control and is administered by Council, the NSW Police Service and the Environment Protection Authority. Any approval for use of a reserve or beach by Council is subject to the above Act.

The following guidelines are contained in the Environmental Noise Central Manual published by the Environment Protection Authority.

### Open Air Entertainment

The LA10 (30min) noise level of the music should not exceed the background level LA90 (30min), measured in the absence of the open-air entertainment, by more than 5dB(A) when measured at the nearest residential boundary.

Mixing equipment should be regulated to control low frequency noise such as drums and bass.

### PA Systems

The environmental objective is a noise intrusion of not more than 5dB(A) above the background at any affected residences or other noise sensitive locations.

Speakers should be located and the volume controlled so that the noise levels do not impact on the amenity of any nearby residents.

The public address system should only be used to control the event and not for giving commentaries, advertising or playing music.

Speakers should be small lower power units no more than 20cm across and operated by an amplifier of no more than 30 watts. Horns should be pointed downward at 45 degrees.

It is preferable to place more small power horns around the event area than use large power units.

Any instructions issued by Councils Health Officer relating to these conditions of approval shall be completed immediately.

## 7. Power Requirements

All electrical installation shall comply with AS-3002 – Temporary Wiring of Amusement devices.

Where flexible extension cords are used to provide power, a core balance earth leakage circuit breaker having a rated tripping current not exceeding 30mA, shall be installed at the first point of supply to protect the equipment and the user.

Double adapters and 3 pin adapters (piggyback) are NOT to be used.

Flexible extension cords shall be supported above the ground, at a height of not less than 2.5 meters or covered underground so as to provide clear access for personnel (as described in AS.3002). This does not apply within a distance of 2 meters from where the power is to be used.

All electrical equipment used must have been tested and tagged as per Work Cover Code of Practice within 6 months of use.

Residual current detectors should be used as an added safety precaution.

All outdoor lighting to be switched off by 10.00pm.

A fee for use of electricity will be calculated at the completion of the event and either an account will be sent or subtracted from your refundable bond.

A key will be required to access power or floodlighting to obtain the key. Please contact Council on 9879 9400.

## 8. Generators

All portable generators used in the situation described must comply with AS2790 as amended, Electricity Generating Sets – Transportable (up to 25KW)

The power supply for all wiring emanating from a portable generating set, must comply with the Code of Practice – Electrical Practices for construction Work including protection by a core balance earth leakage device with a rated tripping current not exceeding 30mA.

The above Code of Practice includes details of the requirements for the use of electrical leads that may be attached to the generator. This includes such things as protecting them from damage, inspection and tagging procedures, keeping leads away from wet places, locating leads above work areas or passageways so that clear access is provided beneath them, and so on.

## 9. Sporting Events

The organiser is responsible for field set up in such a way that it prevents damage to people or property by providing adequate precaution i.e. temporary netting or fencing. Any damage caused to persons or property will be the responsibility of the hirer.

If the sporting facility requested is allocated to other sporting codes then a written release is required from them must be provided to Council.

All structures are to be noted on Attachment 2 – site plan.

No vehicles are allowed on the sporting fields.

All 'star' pickets are to be capped.

Flagged bunting is the preferred method of connecting star pickets.

Roping off fields must only occur shortly before the commencement of competition and must be taken down immediately after.

Rope must be adequately highlighted by brightly coloured ribbon and long enough to be highly visible, tied at no less than one (1) meter along the full length of the rope.

Under no circumstances are 'star' pickets and ropes to be left up overnight or unattended on the playing fields.

Written consent is to be obtained by Department of Aviation for parachute jumps.

## 10. Amusement Devices

Each amusement device must be registered with the Work Cover Authority as required under the Work Health and Safety Regulation 2011, Part 5.2 – and Australian Standard.3533 Registration.

A copy of the current "Certificate of Worthiness" for each item must be submitted.

Evidence of a current up to date service logbook must be provided.

Each amusement device must have in force a contract of insurance or indemnity of not less than \$20,000,000 Public Liability Insurance. (Certificate of currency is to be presented.)

Copies of the above requirements should be submitted to Council no less than 14 days prior to the event.

The ground or other surface on which devices are to be erected must be sufficiently firm to sustain the device while in operation and not dangerous because of its slope or irregularity or for any other reason.

All structures being set up prior to the event are the organiser's responsibility for security of equipment and safety to the public.

## 11. Temporary Structures

Stages and scaffolding must be erected by appropriately ticketed scaffolders and be certified structurally stable by a practicing Structural Engineer. This certificate must be submitted to Council one working day prior to the commencement of the event.

Public Liability Cover of \$20,000,000 is required for any persons setting up structures and/or scaffolding. Current certificates are to be submitted to Council prior to the event.

All structures being set up prior to the event are the organiser's responsibility for security of equipment and safety to the public.

The ground or other surface on which structures are to be erected must be sufficiently firm to sustain the device while in operation and not dangerous because of its slope or irregularity or for any other reason.

## 12. Fireworks

A Fireworks Permit is to be obtained from the Work Cover Authority of NSW and Certificate of approval from the Dangerous Goods Branch of the Work cover Authority and Board of Fire Commissioners for Firework Display is to be submitted to Council prior to the event.

Work Cover may refuse to issue a permit if Council has objections to fireworks in a particular location or at a particular time and/or day.

Fireworks Permits must comply with "DG108" conditions of permit.

No fireworks are permitted within 50 meters of dwellings.

A copy of a Public Liability Policy (Certificate of Currency) with a minimum of \$20,000,000 indemnity, is required and must accompany this application.

You are required to contact the local fire brigade and police, and advise of your proposed fireworks display.

Fireworks displays are not permitted during a total fire ban. All fireworks displays are to be completed no later than 9.30pm (unless authorised by a Council Authority).

Copies of the above details are to be submitted to Council no later than fourteen days prior to the event-taking place.

## 13. Advertising/Displays

Signs are not permitted in Hunters Hill Council Reserves unless authorised by Council

The maximum period of display for signage will be determined by Council.

Signs must be removed immediately after the event.

It is the organiser's responsibility to ensure signage is erected securely and safely.

## 14. Helicopter/Aircraft Landings

The HLS is to be clear of all persons, other than person essential to the helicopter operation. No person outside the helicopter, other than a person essential to the operation is within 30 meters of the helicopter.

Appropriate permission is to be sought from all relevant authorities and documentation of approval should be attached to this application, including CASSA and local Police Services. A minimum of 2 Security marshals to be in place for landing and take-off of the helicopter/aircraft.

The pilot of the helicopter/aircraft operating must have a current license and comply with the Civil Aviation Regulations and Orders.