



# SPORTS FIELD HIRE TERMS AND CONDITIONS

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## Conditions

### 1. General Terms & Conditions

1. Council may accept or reject any application for hire and need not give reasons for its rejection.
2. A person must not use a Sporting Field unless Council has agreed to hire the Sporting Field to that person.
3. No hiring arises unless Council agrees to the hire in writing.
4. Council reserves the right to refuse an application for hire of a Sporting Field or to cancel any reservation already made and to refund the Hire Fees paid, at any time and the Council shall not be liable in any way for any loss or damage or otherwise in consequence of the exercise of this right.
5. The hirer acknowledges that Council Officers conduct periodic inspections of their facilities, including the Reserves and the Sporting Fields to ensure that these conditions and any associated hire arrangements are being met. The hirer must provide access to the Sporting Field(s) and comply with the instructions of the Council Officers or their nominated representatives at all times.
6. The hirer or its nominee must be available for contact by the Council Representative during ordinary business hours.
7. The hirer is responsible for the acts and omissions of its members and permitted users and invitees as if they were the acts of the Council.
8. The hirer must strictly observe all laws, rules, regulations and ordinances. It is the hirer's responsibility to ascertain which laws, rules, regulations or ordinances may be applicable to the Permitted Use.
9. The hirer acknowledges that prior to engaging in the Permitted Use, it has inspected the Sporting Field and has determined its suitability for the Permitted Use and accepts the Sporting Field in its present condition and also on the day of use.
10. The hirer agrees to inspect the Sporting Fields prior to each day of use and confirm that the grounds are satisfactory and safe for the Permitted Use. If the grounds are not safe or satisfactory the hirer is to contact the Council within two days and agrees not to use the grounds on that day until the condition of the Sporting Field has been made safe and satisfactory for the Permitted Use and the hirer is satisfied with the condition of the Sporting Field.
11. Council makes no warranty as to the fitness or continued fitness of the Sporting Field for the Permitted Use.

### 2. Hiring Fees

1. The Hirer must pay the Hiring Fee to Council in advance of each use of Sporting Field.
2. Council may change the Hiring Fee from time to time and the Hiring Fee will be increased annually by CPI.
3. Daily fee is calculated to the equivalent to an eight (8) hour hire

4. Seasonal users may book the field for 1 or 2 days/weekend. Those who book the field for less than a day (eg. 3-4 hours/day) will pay a pro rata seasonal fee
5. All Fees and Charges quoted are those that apply at the time of booking. Council reserves the right to pass on any cost increases and will advise the hirer in writing

### 3. Use of the Sporting Field

The hirer makes no warranty as to the suitability of the Sporting Field for the Permitted Use.

The hirer must at its own cost:

- a) Use the Sporting Field only for the Permitted Use during the Hours of Use;
- b) Notify the Council as soon as practicable of any contagious illnesses or structural defects located on the Reserve and requiring the urgent attention of the Licensor; and
- c) Comply with:
  - i. All laws and requirements of any relevant authority regulating the Permitted Use including obtaining (and where relevant maintaining) any required consent(s) or license(s);
  - ii. All rules and regulations applicable to the use of the Sporting Field, the Reserve and the Permitted Use as may be communicated to the hirer from time to time;
  - iii. The Council Representative's reasonable directions.

The hirer must not do anything in relation to the Sporting Field which in the reasonable opinion of the Council is:

- a. Annoying, offensive or dangerous to other occupiers of the Reserve or to the owners or occupiers of land or buildings in the vicinity of the Sporting Field;
- b. illegal; and/or
- c. liable to void any insurance in respect of the Sporting Field or the Reserve or increase any insurance premium.

The hirer must not, without prior written approval from the Council:

- a. Erect signs, notices, advertisements within or upon the Sporting Field; or
- b. Play music or operate loud speakers.

### 4. Damage

The hirer is liable for all damage caused by it or its members or users of the Sporting Fields and the Council may recover from the hirer as a liquidated debt all monies incurred by the Council in rectifying any such damage

### 5. Hours of Use

The hirer may only use the sporting field during the allocated Hours of Use.

No activity is to commence prior to 7.00am on any day, Low noise activity, such as field set up may commence at 6.00am subject to the prior approval of the Licensor.

No competitive sport is to commence prior to 8.00am on any day.

No field activity is to occur after 10.00pm on any day.

Field lights are to be turned off by 10.00pm

## 6. Cancellation of Use

Without assuming any duty of care to the hirer, Council may cancel a hiring if it forms the opinion that conditions are such that the use of the Sporting Field(s) by the hirer would cause damage to the Sporting Field(s).

Council may cancel the hire by giving the applicant one month's written notice where upon the Hire Fee may be refunded subject to Council's discretion.

Where the hirer seeks to cancel the hire without giving notice, Council may, in its sole discretion, retain or agree to refund the whole or part of the Hire Fees.

All cancellations or transfers of bookings should be forwarded to Council in writing.

If the hirer does not use the Sporting Field at the time and on the date approved by Council and in the opinion of Council the Sporting Field was fit for use, the Hire Fee will be forfeited.

If Council gives approval for a hirer to use a Sporting Field for the Seasonal Hire and the hirer fails to use the Sporting Field on the dates agreed without notifying Council, the Council reserves the right to revoke the approval.

## 7. Emergency Access/Medical/Accidents

The hirer must:

- a. Ensure that fire and emergency exits are clear of all impediments thereby allowing the free passage of vehicles and persons at all times;
- b. Ensure the operation of fire doors; fire exit signs and firefighting equipment are not interfered with or removed from the designated location;
- c. That emergency vehicles have access to the Reserve and the Sporting Fields at all times;
- d. Ensure that persons attending the event do not have explosive, flammable or volatile substances in their possession;
- e. Ensure that there are no exposed flames; and
- f. Ensures that it contacts the appropriate emergency services where required (For Fire Brigade, Police or Ambulance call Emergency Number 000).

The hirer is encouraged to ensure that adequate medical and first aid equipment is available during the Hours of Use.

Should there be an accident or injury arising through the hirer's use; the hirer must inform Council within seven (7) days of the incident.

The Hirer must notify Council in writing immediately upon becoming aware of any broken facilities or dangerous conditions of the Sporting Field.

## 8. Storage

All property belonging to the hirer must be removed from the Sporting Field at conclusion of the Hire Period.

No property belonging to the hirer can be stored on the Reserve or any part of it without the prior written consent of the Council.

If Storage facilities are made available by the Council, then they are made available on the following additional terms and conditions:

- g. The hirer assuming sole risk and responsibility for the storage of their Property and releasing the Council from any claim that the hirer or any person claiming through the hirer might have or might have had in relation to any claim for any loss or damage to the hirer's Property or any other property or goods stored on the Reserve.
- h. The Council accepts no responsibility for any of the hirer's Property or any club equipment or goods stored on site at any time.
- i. The Council reserves the right to request the removal of the hirer's Property or equipment or goods stored on the Reserve at any time.
- j. Canteen goods must not be stored for any length of time due to deter vandalism and theft.

## 9. Sporting Field Set Up (Seasonal Booking)

Council will mark sports fields out at the beginning of the Winter Season

If any alterations or additional marking are required, Council must be notified in writing with at least 2 weeks' notice to be provided by the hirer.

Goal posts will be erected at the beginning of the Winter Season in accordance with applicable Australian Standards.

The hirer must not move, dismantle or erect any goal posts at any time.

Cricket wickets will be prepared by the Council at the beginning of the Summer Season or on a 'as needed 'basis'

## 10. 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 '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.

The hirer is not permitted to charge, or to collect money from any person for the entry to the Reserve or any part thereof including without limitation, the Sporting Fields, parks or reserves without the express prior written approval of Council.

The hirer is to carry out adequate crowd control to prevent incidents that may interfere with the safety of other users of the Reserve. Matters to be considered in implementing Crowd control measures include but are not limited to:

- a. No spectators should be allowed onto playing fields whilst sporting activities are taking place;
- b. No spectators should interfere with adjoining private property e.g. Fences;
- c. No unruly or disturbing behaviour amongst the crowd or the competitors is permitted;
- d. No offensive or abusive language is to be used;
- e. No projectiles are allowed to be thrown onto the playing area or at spectators.

## 11. Residential Amenity

Owners of adjoining properties are not to be disturbed by excessive noise, offensive language, bad behaviour or any other activity likely to cause disturbance.

All reasonable attempts are to be made that struck, kicked or thrown balls or equipment do not leave the Reserve or Sporting Field either into private property or onto adjacent roads.

## 12. Closing of Grounds

During wet weather, Council staff will do regular inspections of all sporting grounds in order to determine whether or not they should be closed. The decision to close sporting grounds is based on a number of factors, including:

- k. The type of sport scheduled to be played and the potential for damage to the playing surface;
- l. The weather forecast from the Bureau of Meteorology;
- m. The potential for injury to players;
- n. The condition of the ground at the time of inspection, its drainage characteristics and its ability to recover from damage;
- o. The length of grass and whether or not it can be cut by heavy equipment

The hirer of a Sporting Field is to take responsibility of the ground and its condition. If a ground does not look safe, or is too wet to play on, the hirer is to cancel their booking.

As weather is unpredictable, the Licensor at the direction of Council reserves the right to alter its decisions on any ground closures after considering current weather conditions.

In exceptional circumstances, Council reserves the right to cancel a booking or relocate a hirer to an alternate Sporting Field.

### 13. Floodlighting

All floodlights on fields must be turned off by 10.00pm.

Players and spectators must vacate the Reserve by 10.15pm without causing disturbance to surrounding residences.

Lighting Fees are charged on an hourly basis in accordance with Council's current Fees and Charges.

Floodlighting is primarily for the use of Council's seasonal hirer's.

### 14. Noise

The hirer must ensure that noise levels are kept to a minimum to avoid disturbance to others users and residents in adjoining areas. Noise levels must not exceed 60dbi at the edge of any sporting event. 60 DBI is equivalent to the noise made in a regular conversation.

The use of small domestic music players is permitted within Council's sportsgrounds, parks and reserves to a reasonable level.

The use of sound amplification systems and microphones is prohibited unless prior approval is provided by the Council.

### 15. Smoking/Alcohol/Other Restricted Articles

Smoking inside any the Council's buildings or facilities located on the Reserve is prohibited under the Smoke Free Environment Act 2000.

The sale, presence and consumption of alcohol is prohibited in the Reserve without the appropriate Licensing.

Articles such as confetti, chewing gum and fireworks are not permitted in or near any part of the Reserve.

The hirer is to ensure that Hazardous substances flammable, volatile and explosive substances are not taken to the Reserve or the Sporting Fields at any time.

### 16. Parking

No vehicles are permitted on the Sporting Fields and only permitted on those parts of the Reserve that have been set aside by the Council as a designated parking area.

The Council should control parking to ensure no incidents occur that may lead to damage of Council or personal property.

## 17. Keys

Where the hirer is given keys to the Sporting Fields or facilities located on the Reserve then copies must not be made of them.

The keys remain the property of the Council and are returnable on demand. A fee, as determined by the Council is payable in respect of any lost keys.

Keys must not be passed on to another organisation or individual without the prior written consent of the Council.

The hirer will be required to pay the cost of replacement of any keys if they are lost or not returned to the Council.

## 18. Use for Sale of Goods or Advertising

The hirer must obtain the Council's written approval prior to the erection of any advertising signs at any function/ activity on the Reserve and must not otherwise display any signs or advertisements.

The hirer acknowledges that Sporting Fields, parks and reserves forming part of the Reserve may not be used for the sale of products for profit or for advertising purposes, unless prior written approval has been obtained other than the sale of canteen food and drinks.

## 19. Security

Council is responsible for the overall security of all Council facilities. However, in using the Sporting fields or Reserves, including the Common areas (where applicable) the hirer is required to ensure that:

- a. Buildings are secured when not being used.
- b. When a key is issued to the hirer, it is not to be copied for any reason. and must be returned to the Council at the end of the Hire Period or the Term or as agreed
- c. Gates and doors are to be locked when facilities located on the Reserve are not in use.
- d. The hirer must notify the Council of the hirer's authorised representative who is to be responsible for locking gates and must provide the Council with a contact number in case of emergencies.
- e. The hirer must advise the Council immediately if there is any breach of security.

## 20. Waste Management

To ensure that the Reserve and Council's sportsgrounds, parks and reserves are preserved, the hirer must ensure the removal of all waste generated by the hirer and its guests, visitors, player's members and canteen operators.

## 21. Child Protection

The hirer acknowledges and warrants that where the Permitted Use of the Sporting Field involves children under 18 years that it has and will at all times comply with the requirements of the Child Protection (Prohibited Employment) Act 1998 and the Commission for Children and Young People Act 1998.

The hirer must comply with the mandatory guidelines available from the Commission for Children and Young People and which are also available on their website [www.kids.nsw.gov.au](http://www.kids.nsw.gov.au). These guidelines contain forms including declarations and consents which must be made by prospective employees.