

TERMS AND CONDITIONS OF USE FOR UPPER HUNTER SHIRE COUNCIL RESERVES AND PARKS

Application for Use

- All applicants for use of Reserves and Parks Facilities must be made in writing.
- When Council permission is granted to a person or organisation for one activity, no other activity shall be substituted nor will sub-letting by the person or organisation be allowed.

Fees and Charges

- The hirer will pay the hire fees and the bond as set out in Council's schedule of fees and charges, which are reviewed annually and at Council's discretion.
- All fees and charges for bookings are quoted as per the current financial year. Actual cost of hire will be in alignment with the fees and charges relevant to the actual hire period.
- In the case of a false fire alarm, Council will pass on the costs of the call-out fee to the hirer.

Insurance

- All user groups should be incorporated and hold a current Public Liability Insurance Policy for a minimum of \$20 million, which indemnifies Council from and against all claims arising from the user group/organisation's legal liability as a result of its occupancy. A copy of your current Public Liability premium should be supplied to Council.
- Council maintains a Public Liability Insurance Policy of casual hirers and should Council need to claim on this policy, the hirer is responsible for the first \$1000 excess of any such claim.
- User groups are required to ensure that all players and officials are covered by insurance.
- Any incidents occurring, not caused by a player or occurring naturally are to be reported to Council.
- The user group or hirer accepts full and complete responsibility for any loss of or damage to any personal property (including money, jewellery and credit cards), property on hire or loan, or any contents stored in the facility. The user group must obtain their own insurance.
- NSW Child Protection Legislation – user groups who provide services for children and wish to use or hire Council's facilities must have appropriate child protection policies and procedures in place. For further information on the 'Child Protection Checklist' please contact NSW Sport and Recreation on 13 13 02.
- Clubs and organisations are required to obtain appropriate insurance to cover all equipment owned. Clubs or hirers are advised to take adequate precautions to ensure that equipment is stored safely. Council will not take any responsibility for equipment owned by clubs or hirers. The user group agrees to indemnify the Council against any claim by any person, firm or corporation in respect of any article or thing.

Risk Assessment

- The hirer must complete a risk assessment prior to each event / training sessions and present to Council for approval.
- The risk assessment must identify potential hazards and implement controls to minimise the risks associated with the activities being performed and the environment in which they are being performed.

Alcohol

- A liquor licence, issued under the Liquor Act as well as written consent from Council is required before alcohol can be sold at the Reserves and parks area.

Entertainment and Devices

- Organisations wishing to have entertainment at any of their events, where the entertainment involves a level of noise, i.e. band playing, or will draw a large crowd may be subject to Council's 'Open Air Policy'. Organisations must inform Council at the time of making enquiries about booking the facility if they are wishing to have entertainment.
- Organisations wishing to engage amusement devices will need to provide Council with the following original documents:
 - WHS Regulations Subdivision 2 – Control Measure for Amusement Devices (Section 238 – 242 Inclusive)
 - Current Public Liability Policy with a minimum cover of \$20M (attach original Certificate of Currency with the interest of Upper Hunter Shire Council noted clearly on the certificate)

Works

- All works to Reserves and Parks must not be carried out before Council approval has been granted.

Signage

- Temporary signage is permitted in Council's Reserves and Parks. Temporary signage refers to displays set up immediately prior to an event and removed at the conclusion of the event, i.e. 'A' frame signs.
- Permanent signage may be permitted as a sporting or recreational setting subject to Council's relevant approval prior to the placement of such signage.

Camping

- Camping is allowed on areas designated as horse sports areas and organised by the hirer/user group

General

- The applicant shall contact Council on (02) 6540 1100 at least two (2) weeks prior to the booking to finalise arrangements and undertake risk assessments.
- If the person or organisation fails to enforce the observation of any of these conditions or fails to remove any person who has committed any breach of these conditions from the area, the use of the Reserves and Parks shall be terminated, without any liability being incurred by Council.
- Applicants are approved subject to Council imposing special conditions with the regards to the nature of the activities or functions to be held.
- Council reserves the right to cancel any booking if, in the opinion of Council, the facility is unfit to hold the activity, the probable damage resulting from such activities would be detrimental to the future use of the area, or the activity is in conflict with another activity booking.
- If an event is cancelled seven (7) days prior to the booked date Council have the right to retain all security monies.
- The facility must not be sub-let or any tenancy transferred or assigned without the written consent of Council.
- Council may cancel any booking made when the same is required for a municipal function or by reasons of national or district emergency. In the event of this occurring any hire charge and security deposit will be returned in full, but will not be liable for any loss by the hirer.
- Council's decision will be final on the allocation of facilities.
- Council will need to sight the originals of any documents provided including insurances, licences and approvals.

Bookings

- All applications for use of Council Reserves and Parks must be made in writing using the standard form provided.
- A confirmation booking letter will be supplied stating the fees to be paid to Council.
- Major events are to be booked separately to regular seasonal bookings.
- When Council's permission is granted to a person or organisation for one activity, no other activity shall be substituted nor will sub-letting by the person or organisation be allowed.
- The person or organisation that has approval to use the Reserves and Parks will be responsible for the conduct of ALL persons using the grounds and facilities as well as the safe custody and proper use of the property, furniture, fittings and appliances.

Food and Beverages

- Glass containers and bottles are not permitted on any area of the reserves or Reserves and Parks. It is the responsibility of the user group or hirer to ensure that this rule is enforced. User groups will be charged the cost of removal of glass from the Reserves and Parks.
- Hirers will comply with any requirements of the Food Act 2003 and the Food Regulation Act 2004. The website available for further information is www.foodstandards.gov.au
- Any loss of perishables will be the sole responsibility of the user group or hirer. Council will not be responsible for the loss of any perishables, for any reason.
- All user groups wishing to sell alcohol will be required to obtain permission from Council with specific dates and times, as well as hold a 'Function On-Licence'. All persons who will be carrying out the sales of alcohol will be required to have a Responsible Service of Alcohol (RSA) Certificate. Any persons who are caught consuming alcohol on Council property without prior approval become the responsibility of the user group or hirer.

Ground Closure

- If there is a dispute with regard to ground closures the user group will refer the dispute to Council to determine.
- During wet weather Council staff will do regular inspections of all Reserves and Parks in order to determine whether or not they should be closed. The decision to close reserves or Reserves and Parks is based on a number of factors including:
 - The type of activity scheduled to be undertaken and the potential for damage to the playing surface
 - The weather forecast from the Bureau of Meteorology
 - The potential of injury to players
 - The conditions of the ground as the time of inspections, its drainage characteristics and its ability to recover from damage
 - The length of grass and whether or not it can be cut by heavy equipment
- The hirer of a Reserves and Parks 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.

Keys

- Regular hirers of grounds will be issued with keys to amenities and facilities.
- Each group will be issued with two (2) keys, refer to Council's current fees and charges for rates.
- Where the hirer is given keys to the reserves, Reserves and Parks or facilities, copies must not be made of them.
- The keys remain the property of Council and are returnable on demand. A fee, as determined by 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 Council.
- The hirer will be required to pay the cost of replacement of any keys if they are lost or not returned to Council.
- It remains the responsibility of the hirer to organise the collection of keys prior to the booking.

Policy and Protocol

- Council's has adopted a 'Smoke Free Outdoor Area Policy' and this is to be enforced by the user group.
- Maintenance protocol that applies to the Reserves and Parks is to be enforced by the user group.
- Smoking inside any of the Council buildings or facilities located on the Reserves and Parks is prohibited under the Smoke Free Environment Act 2000.
- The sale, presence and consumption of alcohol is prohibited in the Reserves and Parks without the appropriate licensing.
- The intentional release of gas filled balloons is prohibited on Council property and is to be enforced by the user group.

Canteen Usage

- Hirer's may have use of the canteen facilities as part of the common areas of the Reserves and Parks during the hire period and during such other times as may be approved by Council subject to such reasonable terms and conditions as imposed by Council from time to time including but not limited to:
 - The hirer being responsible for the maintenance and cleaning of the canteen
 - Canteen staff must be certified and follow appropriate food handling guidelines in alignment with current food safety laws in NSW
 - Any additional equipment bought into the canteen for use must meet Australian Standards and be tagged and tested
 - The hirer must ensure that the facility is appropriately equipped for correct use of any additional equipment bought in and is used in alignment with Australian Building Standards, i.e. deep fryers may only be used where the exhaust fan has been fitted

Electrical Equipment

- The installation of any electrical equipment is not permitted unless prior written approval is proved by Council.

Hours of Use

- The hire may only use the Reserves and Parks during the allocated hours of use.
- No activity is to commence prior to 6.00am on any day.
- 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.

Security

- Council is responsible for the overall security of all Council facilities. However, when using the reserves or Reserves and parks the hirer is required to ensure that:
 - Buildings are secured when not being used
 - When a key is issued to the hirer, it is not to be copied for any reason and must be returned to Council at the end of the hire period or the term or as agreed
 - Gates and doors are to be locked when facilities located on the Reserves and Parks are not in use
 - The hirer must notify Council of the hirer's authorised representative who is to be responsible for locking gates and must provide Council with a contact number in case of emergencies
 - The hirer must advise Council immediately if there is any breach of security
 - The hirer acknowledges that security cameras are present in the facility and that footage obtained from these may be used for the purposes of monitoring appropriate use and behaviour

Directions

- Council may issue directions to the hirer concerning the use of the Reserves and Parks. The hirer must immediately comply with all such reasonable directions.

Observance of Laws

- 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.

Use for Sale of Goods or Advertising

- The hirer acknowledges that the Reserves and Parks 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.

Disputes

- Notwithstanding any other provision of the hire agreement, the hirer acknowledges that any disputes arising between the hirer and any employee, agent or contractor of Council shall be referred to Council's Manager of Works Delivery, whose decision on the dispute shall be final and binding on the parties.

Reporting

- 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 Reserves and Parks.

Co-Hire

- Where co-hire is auspiced by a local club written confirmation must be provided to Council for approval.

Child Protection

- The hirer acknowledges and warrants that where the permitted use of reserves or Reserves ans parks 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. These guidelines contain forms including declarations and consents which must be made by prospective employees.

Does your club or organisation have a Code of Conduct for volunteers and coaches? YES / NO

Does your club have Child Safe Practices Policies, e.g. safe drop off and pick up policy? YES / NO

If you answer no to one or both of these questions, resources and policy templates are available at www.playbytherules.net.au

Agreement

Name:..... Signature.....

Date:.....