

GENERAL CONDITIONS

The Hirer

1. The hirer must be at least 18 years of age to hire a Hornsby Shire Council sportsground, park, reserve or facility and may be required to provide identification upon request. An adult over the age of 18 years must be present at all times for the duration of the booking.
2. The hirer must disclose an accurate description of the purpose of hire. The facility may only be used for the manner described. Council may refuse any application or cancel any booking in the event of a breach of the Conditions of Hire or where usage is judged to be contrary to public interest including, but not limited to, non-disclosure or the supplying of misleading information as to the intended purpose of hire. Council will not be liable for any consequential loss arising from the cancellation of a booking.
3. By submitting a request or application for use of Council's sportsgrounds, parks, reserves or facilities, the individual or organisation is confirming they have read and agree to abide by Hornsby Shire Council's Conditions of Hire and any other applicable Council conditions.
4. The hirer to whom this booking confirmation is issued must ensure that all persons utilising the Council facility under this booking are aware and must abide by Council's conditions of hire.
5. Special conditions may apply for some types of events including, but not limited to additional security requirements, traffic control plans, high risk conditions, safe work method statements and/or event safety plans
6. The hirer must comply with all Council requirements which may be displayed on signs and notice boards erected at Council's reserves and it should be noted that penalties apply for breaches of such notices.
7. Bookings are not approved until Council has provided written confirmation.
8. Facilities may be closed at short notice by Council or emergency services due to extreme conditions.
9. **"The Working with Children Check" (Office of the Children's Guardian).**
Council has a legal obligation to notify third parties hiring/leasing Council facilities for a child (under 18 years old) related activity, of their legal obligations under "Child Protection" Legislation. The Working with Children Check (WWCC) is a requirement for anyone who works or volunteers in child-related work in NSW.
All hirers who work/volunteer with children or provide a service to children under the age of 18 years old are required under legislation to complete a "Working with Children Check" (WWCC). If the hirer has multiple staff working/volunteering with children, all are required under legislation to complete a WWCC.
Hirers must verify the WWCC with the *Office of the Children's Guardian*. The WWCC is valid for 5 years.
For further information contact: <https://ocg.nsw.gov.au>.

Fees & Charges

10. Facility hire charges for regular hirers (organisations/individuals hiring the same Council facility across a sports season with a debtor account), are payable in advance. Fees will be calculated and invoiced on a seasonal basis and are due upon issue of booking confirmation. Some hire types may be eligible for payment in instalments upon prior agreement with Council.
11. Hire charges for sportsground floodlights will be charged according to 'actual usage'. Actual usage will be determined by the Cloud Master data report. Fees will be payable and are due upon issue of the invoice.
12. Hire charges for casual hirers are payable at the time of booking unless written agreement is attained from Council.
13. If payment is not received by the due date action will be taken to recover the amounts due. Failure to make payment in accordance with these terms may result in Council cancelling a hire agreement and may jeopardize future use of the facility.
14. Council reviews fees and charges in line with a "financial calendar year" (July – June). Any changes will be effective from 1 July each year. Changes to fees and charges will apply to existing bookings in a new calendar year.
15. Keys are obtainable upon approval from Council's Parks, Trees and Recreation Team. Fees and/or a refundable deposit may be applicable.

Cancelling a Booking – Notice Periods

16. When cancelling a booking the required notice period must be given to receive a refund of hire fees (this does not apply to Council closure of grounds due to wet weather conditions):
- More than 14 working days' notice - 100% refund
 - 7-14 working days' notice - 50% refund
 - Less than 7 days - no refund.

Notification of cancellations for all hirers must be in writing via post or email to hsc@hornsby.nsw.gov.au.

Public Liability Insurance

17. Incorporated bodies, sporting bodies, clubs, associations of any kind, profit making, commercial and/or money raising activities cannot be covered by Council's Casual Hirer Policy.

If a hirer is not covered by Council's Casual Public Liability Insurance, evidence of Public Liability Insurance of not less than twenty million dollars (\$20,000,000.00), must be provided to Council. A *Certificate of Currency* must be in the same name as that on the "hire agreement" and a copy of this policy is to be supplied to Council prior to season commencement/prior to casual or event hire dates, and if it is updated during the season/hire period.

Hirers should note that a two thousand dollar (\$2,000.00) claim excess is payable by a hirer arising from any claim caused and/or arising from a hire. Hirers employing professionals, i.e. jumping castles, fairies, catering, disc jockeys, and the like, must ensure these third parties also have public liability insurance for not less than twenty million dollars (\$20,000,000.00).

Covid 19 & Pandemic Measures

18. At all times it is the hirer's responsibility to observe and adhere to the latest COVID-19 advice from the NSW Government, please visit www.health.nsw.gov.au for further information. The use of the facility may also be subject to additional cleansing and hygiene measures required by NSW Health and/or Council. Failure to implement these measures may result in the cancellation of any future hiring of the facility for the duration of the pandemic

Noise Levels / Broadcasting Music

19. Amplified music and general noise levels must be kept at a reasonable level and not disturb people living near the venue. Particularly noise in the car park such as loud conversation and slamming doors. *POEO (noise control) Regulations 2008 under the Protection of the Environment Operations Act 1997* must be adhered to at all times. Further information is available at www.epa.nsw.gov.au/noise.
20. Public address systems are restricted to use between 8am and 6pm on weekends or public holidays unless otherwise approved by Council. The PA system is to be used for essential announcements and event management only, and not for entertainment or commentary.
21. The hirer accepts responsibility to obtain the necessary permission from the owner of the copyright (as defined in the Copyright Act 1968) in a work, including obtaining appropriate licences and permits from "The Australian Performing Rights Association Ltd (APRA) – Australian Mechanical Copyright Owners Society (AMCOS) and The Phonographic Performance Company of Australia (PPCA)", for the:
- a) Public Performance or, communication of music ("the public performance"); and,
 - b) The playing of recorded music in public ("the public playing of music").

The hirer indemnifies Council for any breach of copyright in a work or other subject-matter or, for not obtaining adequate permission for "the public performance" and the "public playing of music."

Food Handling and Cooking

22. All food preparation and cooking within the facility MUST be conducted in the designated areas only. Hirers must protect the flooring/ground from grease and oil spills. Hirers must ensure that after use, all food preparation surfaces are thoroughly cleaned to ensure that no food, oil or grease remains.
23. No barbeques, spit roasts or gas bottles are permitted within the facility (building) or within three metres of the building's exterior.

24. Outdoor use only - barbeques, pizza ovens, spit roasts and/or gas bottles must be monitored at all times whilst in use and any open flame must not be left unattended. In the event of a Total Fire Ban, hirers are obligated to follow the restrictions set by the NSW Rural Fire Service with regard to cooking with solid fuels and/or open flames. www.nswrfs.com.au
25. When food is offered for sale, the hirer must register their event on the NSW Food Authority website at www.foodauthority.nsw.gov.au and notify Council through the temporary stall notification form [Food Safety and Hygiene | Hornsby Shire Council \(nsw.gov.au\)](#).
26. Food offered for sale or sampling must comply with the *Food Act 2003* and the *Food Standards Code*. The following link to the guidelines for operating a temporary food stall may also provide some assistance in your preparation of the form [temp_events_guideline.pdf \(nsw.gov.au\)](#)
27. Food handlers may access free online food safety training "I'm Alert" through Hornsby Council's website at hornsby.imalert.com.au
28. If you will be handling food you are required to make yourself familiar and abide by the government's Food Safety Standards. Please visit their website for the most up-to-date information: <https://www.foodauthority.nsw.gov.au/>.
29. Exclusive use of canteens cannot be guaranteed. All stock and appliances such as a freezer, refrigerator, pie heaters etc. will be the responsibility of the user.

Council's Single-Use Plastics Policy

30. The hirer agrees they are aware of Council's Single-Use Plastics Policy - <https://www.hornsby.nsw.gov.au/property/waste/single-use-plastics-policy>
31. The hirer agrees not to use, sell or otherwise provide food, drinks and other items in single-use disposable plastic items including plastic water bottles, plastic drinking straws, single-use plastic bags, coffee cups (with plastic lining), ready-to-eat plastic serving containers / utensils and balloons.
32. The hirer agrees to source and use alternatives to single-use disposable plastic items or change practices to ensure these disposable items are not used on Council owned or managed land.
33. During COVID-19, NSW Public Health Orders, COVID Safety Management Plans and safe work practices related to COVID-19 requirements take precedence.

Emergency Responses

34. **In the event of an emergency, please phone emergency services on 000.**
35. In the event of damage sustained to Council facilities that requires an immediate response, please call 9847 6666
36. To report any other issues or provide feedback, please phone Council on 9847 6666 or email hsc@hornsby.nsw.gov

Indemnification and Termination of Agreement

37. The hirer will occupy and/or use the facility at his/her own risk.
38. Neither the Council nor its employees shall be liable for any loss, theft or damage sustained by the hirer or any person associated with the hirer or any person attending the facility.
39. The hirer will indemnify and keep Council indemnified for and against loss of, or damage to, Council property including buildings, furniture, fittings, flooring surfaces, grounds and landscaping where the loss or damage was reasonably preventable.
40. The hirer will indemnify and keep Council indemnified for and against all claims, actions, suits, costs and demands which may be made or recovered against Council by any person whatsoever in respect of any loss, injury (including death) or damage sustained in respect of or arising out of the hiring or use of the facility except to the extent that such loss, injury or damage is caused by the negligence of Council, its servants or agents.
41. In the event that the hirer commits a breach of any of the Conditions of Hire, Council and/or Police may immediately terminate the agreement and require immediate vacation of the facility without prejudice to any

right or action which may arise prior to such termination. Any fees and charges paid by the hirer will be forfeited.

HIRE OF SPORTSGROUNDS

42. All sporting organisations/clubs are to supply Council with a copy of their draw showing when all home games are going to be played for the season to the first round of matches as well as the registration numbers for the previous year.
43. Council reserves the right to review ground allocations mid-season if 100% participation has not been achieved during the first half of the season.
44. Hirers must comply with any special conditions set in writing by Council from time to time, governing the protection of the playing surface or control of potential impacts on the neighbourhood.
45. While Council will use its best endeavours to prepare grounds, due to weather and other factors it is the responsibility of the hirer of the ground to check the condition of the ground immediately prior to use of the facility and determine whether the ground is fit for its intended use. Council will not accept any responsibility for injury caused by usage of sportsgrounds in an unfit condition for intended use under this licence.
46. Council may cancel matches or training due to ground conditions. The hirer is to comply with these cancellations.
47. During wet weather conditions it is the responsibility of the hirer to ensure players' awareness of Council's sportsground closures. Council's Wet Weather Information is available online at [Wet Weather Ground Closures](#).
48. The hirer is responsible for cost restoration of damage to fields and/or facilities, including damage from use in wet weather or other misuse. Council reserves the right to undertake any repairs and invoice the user.
49. The hirer of the ground shall report details of any accidents or other incidents involving personal injury or property damage, in writing, to Council by the next business day.
50. Hirers may not carry out any maintenance to the facilities or remove goalposts or temporary barriers which have been erected by Council, without Council's prior written consent.
51. Council building materials may contain asbestos and lead paint. In the event of damage to Council buildings, please do not touch (clean up or repair) damaged materials. Vacate and secure the area and notify Council as soon as possible.
52. Hiring sportsground/s provides exclusive use of the playing area and amenities building at the respective sportsground/s for the purpose of scheduled training and matches, for their duration only. Members of the public who wish to use the non-exclusive areas of the sportsground must not be impeded by the hirer.
53. The hirer of the ground is responsible for ensuring that the behaviour of players and attendees at the event is respectful of the right to quiet enjoyment of other park visitors and park neighbours. School groups must be under the effective supervision of a school teacher at all times and sports users must provide effective adult supervision of under –18 players.

Use of Sportsground Facilities

54. Informal sports use – there are to be no games of high impact traditional winter sports on Council's sportsgrounds (ie. soccer, rugby league, rugby union, AFL, touch football) without a booking.
55. All items in the canteen, storage areas and sports grounds must be removed prior to the end of the licence period unless written permission is obtained from Council. Failure to remove items will result in Council removing these items at the hirer's cost.
56. Where a sportsground has a gated and locked car park, a key will be issued to the hirer. Fees may apply. It will be the hirer's responsibility to unlock the car park before the use of the facility and lock at completion, ensuring all cars have vacated prior to locking.
57. Hirers are required to have a Council allocated 'Vehicle Access Gate key' on site at the sportsground for each training, match play and hire event at Hornsby Council sportsgrounds to allow emergence service vehicle access to the sportsground if required.

58. Only Council locks are permitted on Council managed sportsground amenity facilities.
59. Where a sportsground has a gated and locked car park, the 'Vehicle Access Gate key' is to be used to unlock and lock the car park before and after use.
60. The parking of vehicles on Council's parks and reserves is strictly prohibited unless special approval is given.
61. Toilets must be opened for the participants and public during the competition and training times. The hirers must ensure that all areas including canteens, change rooms, toilets and gates are securely locked after use.
62. The use of amplifiers, generators, starting pistols, the establishment of any stall, the erection of temporary buildings, i.e. tents, marquees, etc. the operation of any amusement equipment and the sale of foodstuffs are prohibited unless written approval is given.
63. Equipment brought onto the grounds must be removed on the same day. Equipment is not to be stored in amenity buildings without prior approval of Council. Council is not responsible for security or replacement of any equipment supplied by the hirers.
64. To discourage vandals from accessing the premises, valuable goods (cash, alcohol) must not be stored on the premises outside activity operations.
65. Council's sportsgrounds are to be left in a clean, playable and tidy condition. Failure to do so will result in costs of remediation being passed on to the hirer and place future bookings in jeopardy.
66. Hirers are to ensure that there is a suitably qualified first aid officer in attendance during events on Council facilities.
67. Any use of portable goal posts must meet the goal post safety requirements published by Standards Australia and NSW Office of Fair Trading.
68. **No cleats** are to be worn on any parks or ovals during pre-season winter activities and during the summer season. (The term cleats refer to a pair of sports shoes that feature studded soles, the spikes on the soles are referred to as studs).
69. The use of metal pegs is prohibited at all grounds. Plastic pegs are permissible but must be removed on the same day.
70. No alcoholic drink is to be taken onto a reserve, park or sportsground/s unless in compliance with a liquor licence obtained by the hirer (with Council's endorsement), and where liquor is served in compliance with the Liquor Act 2007. Generally, Council does not favour the service and consumption of alcohol at events where children are present.
71. **Smoking is prohibited** in all parks in Hornsby Shire. Sale of cigarettes or tobacco products is also prohibited.

Cricket Matches on Turf Wickets

72. Cancellations of casual turf wicket bookings – must be received in writing at least 4 business days prior to the booked date.
73. Should rain occur which will cause damage to the wicket; the hirer is to cancel the match for the day and advise Council.
74. Should the wicket be damaged by indiscriminate usage by the hirer, a fine will be incurred, along with the cost for the assessed damage, and no further hiring of Council's grounds will be permitted.

FAILURE TO OBSERVE THE ABOVE CONDITIONS MAY RESULT IN CANCELLATION OF FUTURE BOOKINGS.