

**Council** means Maitland City Council, ABN 11 596 310 805, 285-287 High Street Maitland NSW 2320

**Hirer** means the person/organisation named in the Casual Hire Quotation

**Venue** means the Council facility specified in the Casual Hire Quotation and includes the grounds surrounding the facility

Council and the Hirer have agreed that the Venue will be hired by the Hirer on the following terms and conditions:

### **BOOKINGS**

- Applications for casual hire are to be made by requesting from Council a Casual Hire Quotation, then completing and submitting to Council the Casual Hire Quotation.
- The Hirer must disclose the intended use of the venue, including the nature of the function.
- Council may, at its discretion, decline any application for hire.
- Confirmation booking letter will be supplied stating the fees to be paid to Council.
- Major sporting events are to be booked separately, eg Regional, State competitions.

### **FEES AND CHARGES**

- A deposit is required to secure the booking, and must be paid by the Hirer within two (2) weeks of submitting the Casual Hire Quotation. Failure to pay the deposit may result in cancellation of the booking.
- The Hirer must pay the balance of the hire fee and the bond no later than one (1) month prior to the booking. All relevant documentation must be provided at the time of payment.

### **CANCELLATION**

The Hirer must give Council no less than fourteen (14) days' notice of cancellation of the hire. Cancellation with less than (14) days' notice will result in loss of the bond.

### **ACCESS TO VENUE**

- Keys are to be collected from the Council Administration building two (2) days prior to the booking date (before 4.00pm) and returned to the same location no later than two (2) days after the booking date.
- The key register is to be signed when picking up and returning the keys.
- If keys are lost or damaged, the Hirer will be responsible for the cost of replacement, which will be deducted from the bond paid by the Hirer.

## **PROHIBITED USE OF THE VENUE**

- The Hirer must not leave any flammable liquids at the Venue
- The Hirer must use only one (1) electrical appliance in each power point (appliances are not to be piggy backed into each other eg. by the use of a power board).

Smoking is prohibited:

- a. inside the Venue,
  - b. within 10 metres of any children's playground equipment,
  - c. within 4 metres of any pedestrian entrance to or exit from the Venue.
- Hirers shall not sub-let grounds to other groups unless approved by Council
  - It is the Hirer's responsibility to ensure that no animals are brought into the Venue (except assistance animals or where Council has otherwise granted special consent).

## **ALCOHOL AND FOOD CONDITIONS**

- Glass containers and bottles are not permitted on any area of the Sporting Facility or Park. It is the responsibility of The Hirer to ensure that this rule is enforced. The Hirer will be charged the cost of removal of glass from the Sporting Facility or Park.
- The Hirer must follow Food Safety Standards if food is to be prepared or supplied at the venue. Refer to [www.foodstandards.gov.au](http://www.foodstandards.gov.au) for details of the Food Standards Code's Food Safety Practices and General Requirements.
- Any loss of perishables will be the sole responsibility of The Hirer. Council will not be responsible for the loss of any perishables for any reason.
- A licence from the Liquor & Gaming NSW is required for all Hirers who intend to sell alcohol. Alcohol must not be sold at the Venue without a liquor licence. Refer to [www.licence.nsw.gov.au](http://www.licence.nsw.gov.au) for further information regarding regulations and fees. A copy of the Hirer's liquor licence must be provided to Council prior to the hire. A Responsible Service of Alcohol (RSA) Certificate is required for any staff member serving alcohol and will need to be provided to Council.

## **HOURS OF OPERATION**

The hire period must not begin before 7.00am and cease by 10.00pm on weekdays and Saturdays and not before 8am on Sundays and Public Holidays. The hirer, guests and contractors must vacate the premises by 10.30pm. Hirers wishing to extend their hire period past 10.00pm must make special application in writing to the general manager.

## **SAFETY**

- The Hirer is responsible for the supervision and safety of attendees at the Venue at all times.
- The Hirer must ensure that the number of attendees at the Venue does not exceed the Venue capacity.



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The Hirer must seek the consent of Council for the following:

- working at heights, including on ladders, elevated platforms, scaffolding or rigging,

The Hirer must familiarise themselves with the following Venue information:

- a. safe access, egress points and first aid kit location,
- b. emergency exits, evacuation plan and external assembly point,
- c. location of fire extinguishers and fire protection equipment (hose reels, blankets etc.)

The Hirer is to advise attendees at the Venue of the above information.

## **GROUND CARE**

Vehicles are not permitted onto the playing surface other than emergency vehicles where required.

## **SPORTING FACILITY REPAIRS/DAMAGE**

- The Hirer must inform Council as soon as possible if any damage is found to any Sporting Facility or Park, equipment, buildings and environments.
- Report any incident to Council property through Customer Service on 4934 9700. Failure to do so will result in the costs to repair such damage being charged to the responsible Hirer.

## **GROUND INSPECTION**

If the sporting facility or park is deemed to be in a hazardous or dangerous condition or is in any way unfit for use, The Hirer shall report the hazard or dangerous condition to Council immediately. The Hirer shall not, without the consent of Council, permit the use of the Sporting Facility or Park.

## **FLOODLIGHTS**

Sports ground lights are to be turned off by 10.00pm except where development consent conditions state otherwise

## **LEAVING THE VENUE**

The Hirer agrees to leave the Venue in a clean and tidy condition, including:

1. All rubbish removed from the premises.
2. All lights are turned off.
3. All taps and showers are turned off.
4. Windows, doors, and gates are closed and locked prior to vacating the facility.
5. The Hirer will be responsible for any damage resulting from failure to care for the facility.



## **SPECIAL EVENTS**

Events that do not form part of the intended use of the ground will be required to submit a special event application to Council, eg: Walk for Life, Concerts etc.

## **ADVERTISING AND SIGNAGE**

All signage including advertising and temporary signs need to be authorised by Council's Community and Recreation section in accordance with Council's SPONSORSHIP SIGNAGE WITHIN RECREATION FACILITIES POLICY

## **GROUND CLOSURE**

- If The Hirer fails to appropriately close a ground due to inclement weather, as per the Wet Weather Ground Closure procedure, for conditions and/or safety reasons and the ground is damaged then The Hirer will be charged the cost of rectifying the damage. Failure by The Hirer to pay for the rectification will result in cancellation of the booking and future bookings until the costs are recovered.
- Council may, at any time, withdraw the use of the Sporting Facility or Park if it is deemed to be unplayable due to inclement weather conditions and/or for safety reasons.
- Council reserves the right to cancel an allocation of a Sporting Facility or Park if it is considered that the ground may be unduly damaged by use. In such cases Council will assist the affected Hirer in finding a suitable alternative venue.

## **INSURANCE AND CHILD PROTECTION**

- All Hirers must provide Council with evidence of the Hirer's current Public and Products Liability Insurance (minimum \$20 million)
- All Hirers are required to ensure that all players and officials are covered by insurance.
- The 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 Hirer group must obtain their own insurance.
- NSW Child Protection Legislation - Sporting Hirer's who provide services for children and wish to use or hire Council's facilities must have appropriate Child Protection policies or procedures in place. For further information on the Child Protection Checklist please contact NSW Sport and Recreation on 13 13 02.

