

# Conditions of Casual Hire: Sports Facilities

**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 Hire Application Form

**Venue** means the Council facility specified in the Hire Application Form 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 Hire Application Form, then completing and submitting to Council the Hire Application Form.
- 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.
- Major sporting events are to be booked separately, e.g. Regional, State competitions.
- A booking is not confirmed until the Hirer has received a booking confirmation from Council

## FEES AND CHARGES

- A deposit is required to secure the booking and must be paid by the Hirer within two (2) weeks of receiving the link to Council's payment portal. The link will be provided via email along with the Booking Confirmation letter and any other required documentation. 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. Should the booking occur within one month of receipt of booking confirmation, the payment will be due immediately.
- Hire charges will be in accordance with Council's current schedule of fees and charges, available on Council's website.

## CANCELLATION

### HIRER:

- The Hirer must provide Council no less than (fourteen) 14 days' notice for the cancellation of a booking. Cancellation with less than (fourteen) 14 days' notice will result in loss of the bond.

### COUNCIL:

- Council reserves the right to transfer or cancel a confirmed booking where deemed necessary due to circumstances including but not limited to:
  - Urgent Maintenance, Programmed Works and structural repairs.
  - Health or safety concerns to patrons.
  - Extraordinary incidents or unforeseen circumstances.
  - Council will deem any transfer or cancellation refunds on a case-by-case basis.
- In this instance, Council Officers, in consultation with the hirer, will seek alternative venues where possible, or provide a full refund to the Hirer. Council will be under no obligation to the Hirer to supply a venue if none are available. Council does not take any responsibility or accept any liability for other costs or losses incurred by the hirer, whether related or not, from the cancellation of the booking.

## 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.
- If there is a security system within the venue, the Hirer will be provided with instructions on the use of the system including the code to arm and disarm.

## 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 e.g. 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).
- The Hirer must comply with the current NSW restrictions on certain Single-use plastics, as advised by the Department of Planning and Environment. <https://dpe.mysocialpinpoint.com.au/plastics-ban-nsw/banneditems>

## ALCOHOL AND FOOD CONDITIONS

### ALCOHOL

- 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.

### FOOD

- 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 [foodstandards.gov.au](http://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.

## 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.
- The Hirer must seek the consent of Council for the following:
  - a. 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.
- The Hirer must use only one (1) electrical appliance in each power point (appliances are not to be piggy backed into each other e.g. by the use of a power board). Any electrical equipment bought in by the hirer will require prior approval by Council and will need to be tested and tagged by a licenced electrician.

## **GROUND CARE**

- Vehicles are not permitted onto the playing surface other than emergency vehicles where required.
- Council endeavours to have the venue maintained to an acceptable standard prior to the booking

## **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, e.g.: 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

- 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.
- All Hirers are required to ensure that all players and officials are covered by insurance.
- A Casual Hirer is a hirer (other than an incorporated body, sporting club, association of any kind or profit making/commercial activities) who hires the Venue no more than a total of twelve (12) days over a twelve (12) month period. Casual Hirers are covered by Council's Casual Hirers – Public Liability Insurance. Casual Hirers are responsible for the first \$1000 (excess) of any claim.
- Any Hirer, who is not a Casual Hirer, must provide Council with evidence of the Hirer's current Public and Products Liability Insurance (minimum \$20 million).
- 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.

## USE OF MUSIC

- If the Hirer intends to use music at the Council facility at any time during the booking and any of the below statements are applicable; the booking will NOT be covered by Council's music copyright licence and the Hirer will require an OneMusic licence. Visit [onemusic.com.au](http://onemusic.com.au) to obtain an event licence.
  - The booking has an entry fee of \$41 or more and music will be played at the event.
  - The booking features a musical performer with a fee of \$50,000 or more.
  - The booking has an entry fee of any amount AND features a musical performer with a fee of \$4000 or more.
  - The booking has an entry fee of any amount AND involves a film screening.
  - The booking is a dance party.
  - The booking involves a dance class, a concert or a recital run by a dance school/dance instructor.
  - The booking involves a dramatic production, opera or ballet.
  - The booking involves a fitness/lifestyle class.

## INDEMNITY

- The Hirer agrees to indemnify Council from liability for any loss, damage or injury arising from the Hirer's occupancy of the Venue.

## PANDEMIC SPECIAL CONDITIONS

For bookings during a pandemic:

- The Hirer must ensure that its occupancy of the Venue complies with all applicable laws and restrictions (including Public Health Orders) and government advice regarding a pandemic.
- The Hirer must, on request by Council, provide evidence regarding the Hirer's compliance with government restrictions and advice. If such evidence is not provided, Council may decline or cancel the booking.
- If Council considers the Hirer is non-compliant with government restrictions or advice, Council may cancel the Hirer's booking and, if applicable, require the Hirer to immediately vacate the Venue.
- Council may cancel or transfer a confirmed booking where Council considers it necessary (in its absolute discretion) in light of government restrictions or advice. In these circumstances, Council will:
  - a) use reasonable endeavours to offer the Hirer an alternative venue, but is under no obligation to supply a venue if none is available,
  - b) refund or transfer any Council fees associated with the booking (at the Hirer's election), but will not be liable for any other expenses or losses incurred by the Hirer due to the cancellation or transfer of the booking.

## BREACH OF CONDITIONS

- Any breach of these Conditions of Hire entitles Council to cancel the Hirer's booking and, if applicable, require the Hirer to immediately vacate the Venue.
- Council will be entitled to apply the whole or part of the bond to remedy any breach of these Conditions of Hire (including administration, legal and court costs), and demand from the Hirer any balance owing to it if the bond is insufficient to meet the cost of remedy