

Conditions of Hire: Schools: Sporting 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 hire are to be made by completing and submitting a Hire Application form at least 7 days before your required booking date.
- 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.
- A booking is not confirmed until the Hirer has received a booking confirmation from Council.
- Council endeavours to have the venue maintained to an acceptable standard prior to the booking.
- The use of sporting equipment and/or the canteen facilities at the venue requires contact to be made directly with the Sporting Clubs who regularly use the venue. Council to supply contact information to the Hirer upon request.

FEES AND CHARGES

- For regular hirers, a link to Council's payment portal will be provided via email, along with the Booking Confirmation letter, any other required documentation, and the total amount payable. Fees will be due to Council upon receipt of the Booking Confirmation letter and before the booking commences. Invoices may be requested for schools only.
- 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. For bookings cancelled less than (fourteen) 14 days the hirer will still be responsible for payment of the hire fees.

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

- The hirer will be required to confirm with Council if they require keys to the amenities at the facility at least 2 days before the booking.
- Keys are to be collected from the Council Administration building the day prior to the booking date (before 4.00pm) and returned to the same location once the hire is complete, or no later than the following day by 9.00am.
- 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.
- 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 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 four (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>

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 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 8.00am 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.

EQUIPMENT

- The Hirer must specify in the Hire Application Form whether it wishes to use any sporting equipment located at the Venue.

- The Hirer acknowledges and agrees that some items of equipment stored at the Venue are not owned or maintained by Council. It is the responsibility of the Hirer to ensure this equipment is safe for use, and Council will not be responsible for any equipment failure.
- The Hirer must ensure all sporting equipment is used for its intended purposes only, and in a way that will:
 - avoid risk of injury (including by providing appropriate instruction to users and employing any necessary safety strategies), and
 - not cause any damage to the Venue.
- The Hirer agrees and acknowledges that it uses all sporting equipment at the Venue at its own risk, and Council is not liable for the Hirer's use of the equipment. The Hirer unconditionally releases Council from any claim, liability or loss arising out of or in connection with the Hirer's use of the equipment.
- 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.

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:
 - working at heights, including on ladders, elevated platforms, scaffolding or rigging.
- The Hirer must familiarise themselves with the following Venue information
 - safe access, egress points and first aid kit location.
 - emergency exits, evacuation plan and external assembly point.
 - 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, e.g.: Walk for Life, Concerts etc.

GROUND CLOSURE

- Council may, at any time, withdraw the use of the Sporting Facility 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.
- 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.

INSURANCE AND CHILD PROTECTION

- All Hirer's must provide Council with evidence of the Hirer's current Public Liability Insurance (minimum \$20 million).
- All Hirers are required to ensure that all students/staff 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 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.

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 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 \$4,000 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 and keep indemnified Council against any claims, actions, expenses, losses, liabilities, damages and costs (including legal costs) and indirect losses and damages, including those arising from third party claims, suffered or incurred by Council in connection with the Hirer's occupancy and use of the Venue (including the use of any equipment or facilities).

PANDEMIC SPECIAL CONSIDERATIONS

For bookings taken 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.