

# TERMS AND CONDITIONS FOR THE HIRE OF COUNCIL FACILITIES

For additional Special Terms and Conditions for the hire of the Mittagong Memorial Hall, Outdoor Sporting Facilities, Pony Club, Hill Top Stadium and Swimming Pools please refer to sections 54-62.

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## STANDARD TERMS AND CONDITIONS

### 1. DEFINED TERMS

- 1.1 The following commonly used terms are defined as follows:
- a) **“Agreement”** consists of the combination of the Booking Request Form, Standard Terms and Conditions, Special Conditions and relevant documentation;
  - b) **“Booking request”** an application submitted to use Council owned/managed facilities;
  - c) **“Booking Officer”** shall mean the person delegated by Council to book the Facility;
  - d) **“Casual Hirer’s Insurance”** means Council’s public liability insurance that Casual Hirers may be eligible for upon application. Casual hirer’s insurance is for any person or group of persons not being a sporting body, association of any kind, corporation or incorporated body who hires a Council Facility for non-commercial or non-profit making purposes less frequently than once per month or twelve times per year;
  - e) **“Council”** shall mean Wingecarribee Shire Council, including the General Manager and other authorised or delegated Council Officers;
  - f) **“Facility”** shall mean the building, ovals, grounds, canteens and amenities and includes all parts and surrounding areas to be used as part of the activity/event;
  - g) **“Hirer”** shall mean the person or body that has entered into the agreement with Council; and
  - h) **“Responsible Officer”** shall mean a nominated person aged eighteen (18) years or more who will be responsible for signing the Booking Request Form and/or who will be present for the duration of the activities.

### 2. LEGAL FRAMEWORK

- 2.1 These Terms and Conditions form the legal framework by which Council’s Facilities are hired. It is a requirement of the Agreement that users have read and understood all of the Terms and Conditions.
- 2.2 The Agreement for hire consists of the following key documents:
- a) **Booking Request Form**- The signed undertaking by the Hirer that the Terms and Conditions have been read and the Hirer agrees to abide by them;
  - b) **Standard Terms and Conditions** - Forms the overriding basis of the agreement which governs the use of all Council Facilities;
  - c) **Special Terms and Conditions** - Forms specific terms of the agreement which govern particular requirements of individual Council Facilities; and
  - d) **Relevant Supporting Documentation** – The documentation required (e.g. risk assessments and insurances) that forms part of the agreement which governs the use of Council’s Facilities.

### 3. HIRER’S RESPONSIBILITIES

- 3.1 The Hirer agrees to:
- a) choose a Facility that will be suitable for the activity/event described in the Booking Request Form;
  - b) comply with the standard Terms and Conditions and any special conditions for the hire of the Facility;
  - c) comply with Council’s policies and procedures and any statutory legislation relating to the activities and use of the Facility;
  - d) obtain any approvals required from any Authority for the conduct of the activity and the use of the Facility;
  - e) ensure that all persons participating in the activity conduct themselves in an appropriate and responsible manner in accordance with any rules, codes or guidelines governing the activities and do not create a health or safety risk to themselves or any other persons using the Facility;
  - f) ensure that a Responsible Officer remains in attendance during the entire hire period and is responsible for the security of the Facility, safety of attendees and the supervision of all activities during the hire period and has provided a mobile phone number to the Booking Officer;
  - g) comply with laws, regulations and any directions given by police and emergency services in relation to the activities or use of the Facility;
  - h) be responsible for any costs relating to the engagement of Emergency Services caused by the Hirer during the hire period;
  - i) be responsible for the cost of any damage to the Facility caused through the Hirer’s use as determined by Council;
  - j) maintain registration and adhere to guidelines of all governing bodies relating to the activities/event.
  - k) ensure the activity/event does not cause nuisance to properties within the neighbourhood of the Facility.

### 4. BOOKING COUNCIL FACILITIES

- 4.1 By signing and submitting a Booking Request Form to hire any of Council’s Facilities, the Hirer agrees to the Terms and Conditions and understands that it is an Application only and not a booking or agreement for use. Council or Council’s delegated Booking Officer will confirm all bookings in writing once the Booking Request Form and relevant supporting documentation has been received.
- 4.2 Until written confirmation of the booking is received, you do not have an agreement to hire or access the Facility.
- 4.3 All applications must be made to the Booking Officer using the Booking Request Form provided as part of this package.
- 4.4 The Hirer must nominate a Responsible Officer aged eighteen (18) years or more who will be responsible and present for the duration of the activity to ensure:

- a) that these Terms and Conditions are complied with;
  - b) all instructions given by Council are followed;
  - c) compliance with all statutory safety regulations; and
  - d) has provided a mobile contact number.
- 4.5 Where the application is made on behalf of an organisation, the Hirer must state the name of the organisation and the name and position of the Responsible Officer and the person who will be on site to manage the event.
- 4.6 All correspondence, including invoices and notices from Council will only be sent to the Responsible Officer's address provided on the Booking Request Form.
- 4.7 The Hirer must notify Council and or the Booking Officer in writing of any change to the Responsible Officer's contact details.

## **5. REGULAR BOOKINGS**

### **ANNUAL**

- 5.1 Regular bookings are taken on an annual basis for the following calendar year. Where necessary a booking may be cancelled to accommodate a special event e.g. elections or maintenance.
- 5.2 Council reserves the right to restrict the number of bookings of any one organisation in any given period of time.
- 5.3 Regular bookings may be reviewed and altered at any time to ensure ongoing access and equity for all users.

### **SEASONAL RECREATION (Summer/Winter)**

- 5.4 Seasonal bookings are taken twenty-one (21) working days prior to your first use (including pre-season training). Where necessary a booking may be cancelled to accommodate a special event e.g. cycling event or maintenance.
- 5.5 Council reserves the right to restrict the number of bookings of any one organisation in any given period of time.

## **6. CASUAL, ONE-OFF EVENT BOOKINGS**

- 6.1 All Casual Hirers must register their activity/event with the NSW Police Force Party Registration site if the expected participants at the event exceed twenty (20) people.
- 6.2 All Casual Hirers must provide evidence of public liability insurance.
- 6.3 Casual Hirers (private/family events) may be eligible upon application to use Council's public liability insurance.

## **7. EVENTS ON BUSH FIRE PRONE LAND**

- 7.1 A public event on Bush Fire Prone Land may require a Development Application. Please contact Council's Duty Planner on 4868 0888 or email: [duty.planner@wsc.nsw.gov.au](mailto:duty.planner@wsc.nsw.gov.au) to check prior to submitting your Booking Request Form and attached written confirmation of the advice provided.

## **8. BOOKING PROCESS**

To book the Mittagong Memorial Hall, sports grounds, pony clubs, Hill Top Community Centre and outdoor pools refer to the Special Conditions from page 12.

- 8.1 Provisional bookings will be placed in the diary for a period of 21 working days, subject to the receipt of the following documentation:
  - a) a fully completed and signed Booking Request Form;
  - b) a current Public Liability Certificate of Currency for a minimum of (\$20 million) covering the Hirer for the proposed activity/event (the name of the organisation on the Booking Form must also be listed on the Certificate of Currency);
  - c) in respect of any private/family function in the Facility, you may request to use Council's Casual Hirer Public Liability Insurance;
  - d) a comprehensive risk assessment identifying the risks and control measures of your proposed activity/event;
  - e) details of any contractor's activities (paid or unpaid) engaged in your proposed activity/event; and
  - f) payment of bond money.
  - g) Community Events must include a site plan.
- 8.2 Upon receipt of the requested documentation, your booking dates will be confirmed in writing and placed in the diary.
- 8.3 Failure to provide Council with the requested documentation within twenty-one (21) working days will result in the provisional booking being removed from the diary.
- 8.4 Access to any Council Facility will only be granted upon the receipt of the following supporting documentation twenty-eight (28) working days prior to the commencement of the first day of hire:
  - a) the current and updated documentation outlined in item 8.1(a) to 8.1(g), accurately reflecting the nature of the activity/event;
  - b) a current Public Liability Insurance Certificate of Currency for a minimum of twenty million dollars (\$20,000,000) for each contractor (paid or unpaid) engaged in your activity/event;
  - c) a current Risk Assessment of any contractor's activities (paid or unpaid) engaged in your activity/event;
  - d) a current Certificate of Currency for Workers Compensation for all staff employed by the Hirer engaged in your activity/event;
  - e) a current Certificate of Currency for any volunteers engaged in your activity/event;
  - f) either of the following if alcohol is being sold at the event/activity:

- i. a current Function Licence from the NSW Office of Liquor, Gaming and Racing for the sale of alcohol (this includes a free drink with any entry fee or fee for a meal that includes alcohol); or
  - ii. a copy of your organisation's Exemption for Fundraising Functions Held by a Non-Profit Organisation application form (NSW Office of Liquor Gaming and Racing) for the sale of alcohol;
- g) A Party registration number issued by the NSW Police Force if the event/activity has more than 20 participants and for every event where alcohol will be consumed;
- Exception:** All Hirers with the exception of Regular Hirers (who engage in activities such as dance groups, committee meetings, playgroups) must register their event/activity with the NSW Police Force (Party Registration site) when the expected audience exceeds twenty (20) people;
- h) If you are a commercial entity hiring a Council facility for dance or fitness classes, concerts or recitals and you are playing music you will need to ensure you have the appropriate APRA AMCOS and PPCA licence. For more information and to obtain a licence contact APRA AMCOS on 1300 852 388 or email: [licence@apra.com.au](mailto:licence@apra.com.au).
- i) a copy of the security firm's licence and the licences of the guards contracted for the proposed activity/event where applicable; and
- j) payment of hire fees or receipt of payment.
- 8.5 Failure to provide Council with the requested documentation twenty-eight (28) working days prior to the commencement of the first day of hire will result in your booking being cancelled. Council reserves the right to retain all fees and bond monies paid.
- 8.6 It is the Hirer's responsibility to ensure all documentation is provided to Council by the dates specified. Council is not obliged to inform the Hirer that confirmed dates have been removed from the diary.

## **9. AMENDMENT TO BOOKINGS**

- 9.1 A request to change the hire period must be made in writing to the Booking Officer.
- 9.2 The Booking Officer may approve any available alternate dates and rebook the Facility.
- 9.3 If the request is made less than fourteen (14) days prior to the commencement date with no available alternate, the booking shall be considered cancelled and subject to clauses in section 10.
- 9.4 Amendments made to confirmed bookings may incur an administration fee

## **10. CANCELLATION OF BOOKING by HIRER**

- 10.1 All cancellations must be received by the Booking Officer in writing no less than fourteen (14) days prior to the commencement date.
- 10.2 Cancellations made less than fourteen days (14) days prior the commencement date will result in a forfeiture of bond. Council reserves the right to recover all hire fees.
- EXCEPTION:** Council, at its absolute discretion, **may** approve the refund of bond money in the instance of extraordinary weather conditions or events beyond the control of the Hirer.

## **11. CANCELLATION OF HIRE by COUNCIL**

- 11.1 Council and any of its Officers or Management Committee may refuse any booking or cancel a booking without providing any reason to the Hirer and shall in no way be liable for any loss or damage suffered by the Hirer or any contractor supplying any article or service to the Hirer.
- 11.2 In the event of an emergency or crisis situation e.g. bush fire, pandemic, Council may have to close a facility at short notice rendering your hire period cancelled and shall in no way be liable for any loss or damage suffered by the Hirer or any contractor supplying any article or service to the Hirer.

## **12. CONFIRMATION OF HIRE**

- 12.1 When a booking has been confirmed in writing, Council grants the Hirer the right to use the areas of the Facility as specified on the Booking Form subject to the Terms and Conditions of the hire.
- 12.2 The Hirer may only use the Facility for the purpose of conducting the activities specified on the Booking Form and Risk Assessment.

## **13. NO TRANSFER OR SUBLETTING**

- 13.1 The Hirer must not assign or transfer any rights or obligations under this Agreement, to any person or party under any circumstance whatsoever.

## **14. VARIATION OF HIRE**

- 14.1 Any activities that are additional to those specified in the Booking Request Form require the prior written consent of Council and, in addition, a comprehensive Risk Assessment identifying those additional activities. The Hirer shall be responsible for any additional expenses incurred by Council as a result of the variation of hire.
- 14.2 The Hirer agrees to:
- a) inform Council of any variations to the activities prior to the commencement date that are in addition to those specified in the Risk Assessment at the time of booking; and
  - b) provide Council any amendments to the Risk Assessment, if requested.

## **15. TIME LIMITATION**

- 15.1 Hiring times as set out in the Booking Request Form must include the time required for setting up, dismantling and cleaning.
- 15.2 The Hirer and contractors will not have access to the Facility outside these times.
- 15.3 All activities must cease at midnight and the Facility must be vacated by 1.00am.

## **16. BOND**

- 16.1 Bond must be paid upon booking as:
  - a) security against failure to pay the fees;
  - b) security against damage to the Facility and/or the removal of fittings or furniture;
  - c) security against damage to Council sports grounds or open spaces;
  - d) security against any additional cleaning of the Facility; and
  - e) security against the costs of removing any goods or equipment left at the Facility.
- 16.2 Your bond will be returned if the facility is left in a clean, tidy and sound condition ready for immediate use.

## **17. FEES AND CHARGES**

- 17.1 The Hirer must pay the Fees and Charges as set out in Council's Schedule of Fees.
- 17.2 The Fees and Charges will not be waived or reduced unless approved by Council and confirmed in writing.
- 17.3 The Fees and Charges must be paid by the due date or, if a payment date is not specified no later than two (2) business days prior to the commencement date.
- 17.4 Fees and Charges may be subject to annual increases, Council will notify the Hirer in writing of its intention to increase the Fees and Charges.
- 17.5 Any such increase, upon notification in writing, will be binding upon the Hirer.
- 17.6 If the Hirer fails to pay the Fees and Charges within ninety (90) days of the issued invoice, the bond will be forfeited. Council will recover all outstanding monies through its Debt Collection Process.
- 17.7 If the Hirer wishes to book the facility at Community Not for Profit rates, evidence of the company's business status must be provided with the Booking Request Form.

## **18. KEYS**

- 18.1 The Hirer is responsible for all keys issued and:
  - a) any costs incurred for lost or damaged keys and any additional keys; and
  - b) could be responsible for costs incurred for the re-key of the Facility.
- 18.2 The Hirer must not:
  - a) duplicate keys under any circumstance;
  - b) label the keys with any reference to the Facility;
  - c) exchange keys with their co-tenants; and
  - d) add, change or remove locks without permission from Council.
- 18.3 The Hirer must collect and return keys to Council or the nominated booking officer at the end of the hire.
- 18.4 If there is a change in the nominated key holder, the Hirer must notify the Booking Officer.
- 18.5 If the Hirer places a lock on a cupboard, door, gate etc. they must first have the approval of Council and provide Council with a key to the lock in case of an emergency.

## **19. INSURANCE**

- 19.1 The Hirer must at its own cost, (with an authorised Underwriter) and at all times during the Hire Period (and any extension thereof) maintain a policy of:
  - a) either one of:
    - i. Public Liability Insurance for a minimum of \$20 million noting Council as an interested party (the name of the organisation on the Booking Form must also be listed on the Certificate of Currency); or
    - ii. Casual Hire Public Liability Insurance may be provided by Council for family/private events – refer to Booking Request Form under Public Liability Insurance;
  - b) Workers Compensation Insurance in respect to any of the Hirer's employees (paid or unpaid) who form part of this hire; and
  - c) Volunteers / Personal Accident Insurance in respect of any volunteers who enter/occupy the Facility who form part of this hire.
- 19.2 The Hirer must at all times during the Hire Period ensure that all contractors (paid or unpaid) maintain a policy of Public Liability Insurance for a minimum of twenty million dollars (\$20,000,000) in respect of any of the Hirer's contractors (paid or unpaid) involved in the activity/event.
- 19.3 The Hirer must at all times:
  - a) ensure that the activities conducted in the Facility are listed as approved activities in all the insurance policy or policies; and
  - b) inform Council without undue delay of any alterations or changes to any insurance policy, including the cancellation or discontinuance of the policy.

- 19.4 The Hirer acknowledges that:
- a) Council's Building and Contents Insurance does not cover any property or equipment brought in or stored in the Facility which is owned or hired by the Hirer;
  - b) It is the Hirer's responsibility to maintain insurance coverage in respect of any property or equipment brought in or stored in the Facility; and
  - c) Council reserves the right to question the validity of the insurer and contents of the policy.
- 19.5 If any activity that is outside of the insurance policy is going to be conducted, the hirer must submit a new certificate of currency with this activity noted.

## **20. RISK MANAGEMENT AND RISK ASSESSMENT**

- 20.1 The Hirer is required to submit a comprehensive Risk Assessment identifying all the risks and control measures for the proposed activity/event. You may be required to update your risk assessment and times of use as legislation changes in order for Council to approve the continued use of its facilities.
- 20.2 A current Risk Assessment must be completed for any contractor's proposed activities (paid or unpaid) engaged in your activity/event.
- 20.3 The Hirer may submit a Risk Assessment by using either their own template or Council's Risk Assessment template which is available from Council's website.
- 20.4 Council reserves the right to refuse hire of the Facility and surrounding areas for activities deemed by Council to be high risk.

## **21. EMERGENCY SITUATIONS**

**Please note:** Hirers must comply with all government rules, requirements and legislation as directed by a government authority in relation to the use of Council facilities. You may be required to update your risk assessment and times of use as legislation changes in order for Council to approve the continued use of its facilities.

- 21.1 For all Life threatening situations call triple zero 000.
- 21.2 For Bush Fire Emergencies – Download the NSW Rural Fire Service, Fires Near Me – app.
- 21.3 During Bush Fire Season monitor the app and or the NSW Rural Fire Service web page [www.rfs.nsw.gov.au](http://www.rfs.nsw.gov.au) or phone 1800 679 737. Conditions may change very quickly in an emergency situation.
- 21.4 During a health crisis the hirer must adhere to the health advice from the NSW Government [www.nsw.gov.au](http://www.nsw.gov.au).
- 21.5 For help in a flood/storm please contact the SES on 132 500 or go to the website: [www.ses.nsw.gov.au](http://www.ses.nsw.gov.au).
- 21.6 When hiring a Council facility, please include in your risk assessment what you will do if there is an emergency situation i.e.:
- cancel your event; or
  - have a Plan B in place detailing where you could relocate your event/activity to another venue; and
  - outline what you would do if the emergency occurs during your event/activity.

## **22. EMERGENCY EVACUATIONS**

- 22.1 In the case of an emergency, the Hirer is responsible for the emergency evacuation of those attending the activity/event, ensuring that all participants go to the designated emergency assembly area as indicated in the facility's evacuation diagram.
- 22.2 The Hirer is responsible for ensuring no person re-enters the Facility until clearance is given by Emergency Services or Council Officers.
- 22.3 Evacuation plans must not be removed from the walls, obstructed or covered over.

## **23. INDUCTION**

- 23.1 The Hirer agrees to familiarise themselves, their employees, volunteers, contractors (paid or unpaid), and all those participating in the event of the following:
- a) safe access and egress points;
  - b) emergency exits, evacuation plans and external emergency assembly point;
  - c) emergency contact numbers; and
  - d) fire extinguishers and fire protection equipment.

## **24. FIRST AID**

- 24.1 It is the Hirer's responsibility to ensure they have the appropriate first aid, first aid officer if required and/or spill kits for the activity/event.

## **25. FIRE EXTINGUISHERS AND SAFETY EQUIPMENT**

- 25.1 The Hirer must ensure that there is no interference with the fire safety equipment or any other emergency equipment including smoke alarms in the Facility.
- 25.2 The Hirer is responsible for all costs incurred if the firefighting equipment and/or smoke alarms are activated accidentally or through misconduct during the course of the activity/event.

## **26. INGRESS AND EGRESS**

- 26.1 The Hirer must maintain, at all times, clear exits and entrances in the Facility and at no time must exit signs be covered.
- 26.2 Any person/s causing an obstruction may be removed from the Facility and any article causing an obstruction may also be removed.

## **27. INSPECTIONS**

- 27.1 All Hirers must conduct a pre and post-use inspection of the Facility, sporting ovals grounds, equipment and permanent structures. A copy of each inspection must be kept for auditing purposes. The auditing of hirer's inspection reports will be conducted on an annual basis.
- 27.2 It is the Hirer's responsibility:
- a) to identify, and, only if safe to do so, isolate or control hazards;
  - b) notify any persons that may come into contact with the hazard or potential hazard; and
  - c) notify Council of any faulty equipment, hazard or potential hazard on Council's 24-hour customer service line (02) 4868 0888, email: [mail@wsc.nsw.gov.au](mailto:mail@wsc.nsw.gov.au) or via the Snap Send Solve app.

## **28. RIGHT OF ENTRY**

- 28.1 Council and any of its Officers may enter and inspect the Facility at any time.
- 28.2 Council and any of its Officers must not disrupt any activity/event by the Hirer unless in the instance of emergency or unauthorised activity.

## **29. ALCOHOL**

- 29.1 The Hirer is not permitted to supply alcohol to any person under the age of 18.
- 29.2 The Hirer is not permitted to sell alcohol within or at the Facility without holding and providing a copy:
- a) either of:
    - i. a current Function Licence from the NSW Office of Liquor, Gaming and Racing for the sale of alcohol (this includes a free drink with any entry fee or fee for a meal that includes alcohol); or
    - ii. a copy of your organisation's Exemption for Fundraising Functions held by a Non-Profit Organisation application form for the sale of alcohol; and
  - b) AND receipt of Party registration with the NSW Police Force.
- 29.3 The Hirer is not permitted to consume any alcohol within or at the facility without providing receipt of Party registration with the NSW Police Force.
- 29.4 The Hirer is not permitted to bring into the Facility any tapped or kegged alcohol. Only bottles and cans are permitted.

## **30. EVENT SECURITY**

- 30.1 Council reserves the right to request the Hirer to engage the services of a licenced security firm at the Hirer's cost if the proposed activity/event is deemed high risk.
- 30.2 The Hirer is to provide Council with:
- a) a copy of the security firm's licence and the licences of the guards contracted for the duration of the event;
  - b) Public Liability Insurance for a minimum of twenty million dollars (\$20,000,000) in respect of the engaged security firm for the proposed event; and
  - c) the security firm's Comprehensive Risk Assessment and Crowd Control Management Plan for the proposed event.

## **31. PROHIBITED SUBSTANCES**

- 31.1 The Hirer is not permitted, unless with prior written approval from Council to take into, manufacture, assemble or use the following at the Facility:
- a) any type of flammable items including candles;
  - b) any chemical, toxic or dangerous substance;
  - c) any prohibited drugs; and
  - d) any weapons or dangerous goods.
- 31.2 The Hirer shall not engage in any illegal activity at the Facility.

## **32. SMOKE MACHINES**

- 32.1 The Hirer is not permitted to bring, install or contract the installation of any smoke or fog machines within any Council Facilities.

## **33. PYROTECHNICS**

- 33.1 The Hirer is not permitted, unless written approval is given by Council, to use pyrotechnics within or on the facility without holding and providing proof of:
- a) a current Pyro- technicians Licence or Fireworks (single use) Licence;
  - b) notification of Pyrotechnics/fireworks display to Work Cover NSW;
  - c) notification of intended use to NSW Police;
  - d) notification of intended use to NSW Rural Fire Service;
  - e) fireworks displays are not permitted during a period of total fire ban;
  - f) comprehensive risk assessment;
  - g) contractors public liability;
  - h) detailed site plan; and
  - i) contractors HIRACS or SWMS.

## **34. AMUSEMENT DEVICES INCLUDING JUMPING CASTLES**



- 34.1 The Hirer is not permitted, unless with prior written approval by Council, to use any amusement device including jumping castles at the Facility or surrounding area.
- 34.2 Approval for an Amusement Device may require a Section 68. Please contact Council's Duty Certifier on 4868 0888 or email: [Duty.Certifier@wsc.nsw.gov.au](mailto:Duty.Certifier@wsc.nsw.gov.au) and attach written confirmation of the advice provided.
- 34.3 The Hirer must apply to Council using a Section 68 Application Form to Operate ANY Amusement Device a minimum of four (4) weeks prior to the activity/event.

### **35. PORTABLE SPORTING EQUIPMENT AND MOVABLE GOALS**

- 35.1 The Hirer is not permitted, unless with prior written approval by Council, to install any sporting equipment or movable goals within the Facility.
- 35.2 Council will only consent to the installation of sporting equipment and movable goals if:
- a) the goals are designed, anchored and maintained in strict accordance with the manufacturer's instructions and the Australian Standard AS 4866.1.-2007 General Requirements;
  - b) the goals are stored and secured in strict accordance with Australian Standard AS 4866.1 -2007 Safety Instructions; and
  - c) the equipment is clearly labelled in accordance with Australian Standard AS 4866.1 -2007 Marking.
- 35.3 The Hirer must provide the trademark of the manufacturer, retailer or importer of the frames as evidence that the playing equipment including movable goals meet the Australian Standard – AS 4866.1 – 2007.
- 35.4 The Hirer must provide a Comprehensive Risk Assessment identifying the risks and control measures for storing, securing and using the playing equipment and movable goals.

### **36. PORTABLE STRUCTURES**

- 36.1 Portable structures must be erected by appropriately ticketed scaffolders and be certified structurally stable by a practicing structural engineer. This certificate must be submitted to Council one (1) working day prior to the commencement date.
- 36.2 Council may install fencing, bollards and gates in any designated areas of the Facility. Fencing, bollards and gates must not be removed by Hirers except for emergency vehicle access.
- 36.3 Temporary fencing for special events will be the responsibility of the Hirer. The Hirer must apply to Council for approval to erect any temporary fencing.
- 36.4 Council reserves the right to remove any unauthorised or unsafe fencing.

### **37. SMOKING**

- 37.1 Outdoor public places that must remain smoke free (including under the NSW *Smoke-free Environment Act 2000*) include:
- a) ten (10) metres of children's play equipment and entrance /exits to all Council Facilities;
  - b) a swimming pool complex; and
  - c) all covered and uncovered spectator areas at sports grounds or other recreational areas when being used for an organised sporting activity/event for the entire duration of that activity/event.
- 37.2 It is the Hirer's responsibility to ensure that Council's Smoke Free Outdoor Areas Policy is maintained at all times.

### **38. CHILD PROTECTION**

- 38.1 It is the Hirer's responsibility to ensure that all children in connection with the activities are under the strict control of a Responsible Officer aged eighteen (18) years or over and who is present for the duration of the activities.
- 38.2 It is the Hirer's responsibility to ensure that all children have appropriate and reasonable levels of supervision in connection with the activities.
- 38.3 It is the Hirer's responsibility to ensure that all persons engaged or employed by the Hirer and in connection with the activities comply with the terms of the Child Protection (Working with Children) Act 2012 No 51.

### **39. FOOD PREPARATION**

- 39.1 The Hirer must ensure that:
- a) all food is prepared in strict accordance with the Food Act 2003 (NSW); and
  - b) all food preparation is confined to the Facility's kitchens, canteens and BBQ areas.

### **40. FUNDRAISING ACTIVITIES**

- 40.1 It is the Hirer's responsibility to ensure that any fundraising activities are carried out in accordance with the Charitable Fundraising Act 1991.

### **41. ADVERTISING AND SIGNAGE**

- 41.1 Any temporary, permanent or portable advertising material must have prior written consent from Council and comply with Council's Advertising and Sponsorship Policies.

### **42. MUSIC AND NOISE**

- 42.1 It is the Hirer's responsibility to ensure that all activities comply with the Protection of the Environment Operations (Noise Control) Regulation 2017.
- 42.2 Council, at its absolute discretion, maintains the right to refuse the use of sound amplification equipment based on the individual Facility and impact on the surrounding environment under the Environment Operations Act 1997 and associated regulations.
- 42.3 If you are a commercial entity hiring a Council facility for dance or fitness classes, concerts or recitals and you are playing music you will need to ensure you have the appropriate APRA AMCOS and PPCA licence.  
For more information and to obtain a licence contact APRA AMCOS on 1300 852 388 or email: [licence@apra.com.au](mailto:licence@apra.com.au).

#### **43. ANIMALS**

- 43.1 No pets or animals are allowed within Council Facilities without the prior written approval of Council, with the exception of animals necessary to assist a person with a disability.
- 43.2 A dog that is in a public place must be under the effective control of some competent person by means of an adequate chain, cord or leash that is attached to the dog and that is being held by (or secured to) the person.

#### **44. PARKING – VEHICLES**

- 44.1 It is the Hirer's responsibility to ensure that all vehicles are parked in the designated areas.
- 44.2 The Hirer must comply with all traffic management controls.
- 44.3 Council takes no responsibility for any vehicles or items within those vehicles parked at Council's Facilities.

#### **45. TABLES, CHAIRS AND EQUIPMENT**

- 45.1 The Hirer must ensure that all tables, chairs and equipment are left clean, undamaged and stacked safely in the correct storage area.
- 45.2 Tables, chairs and heavy equipment must not be dragged across floor surfaces.

#### **46. CLEANING**

- 46.1 It is the Hirer's responsibility to ensure that the Facility (including external toilets) is left in a clean and safe condition, suitable for immediate use.
- 46.2 It is the Hirer's responsibility to:
- a) ensure that all rubbish is removed from the Facility;
  - b) supply their own cleaning products and equipment; and
  - c) ensure all leftover food and spillages are cleaned up.
- 46.3 Failure to leave the Facility in a clean and safe condition will result in a forfeiture of bond (either in part or in total) and/or Council recovering the costs from the Hirer for the cleaning and restoration of the Facility.

#### **47. PORTABLE AMENITIES**

- 47.1 The cost of supplying portable amenities is the responsibility of the Hirer.
- 47.2 Portable toilets are not to be located within 20 meters of a stormwater drain, watercourse or food outlet.
- 47.3 Portable amenities must be located on level ground and secured.
- 47.4 In the event of spillage the Hirer must contact the contractor immediately to rectify the problem.
- 47.5 Hosing of waste and rubbish down storm water drains is strictly forbidden and may result in prosecution.

#### **48. HEATING, COOLING AND ELECTRICAL EQUIPMENT**

- 48.1 The Hirer is responsible for turning off all cooling and heating appliances. Failure to turn off any appliance may result in a fee for the running costs or replacement of the appliance. Unless otherwise specified, refrigerators are to be left on.
- 48.2 All electrical equipment used in connection with the activities must be tagged by a certified person to comply with work health and safety requirements and Australian Standards.
- 48.3 Any additional electrical equipment must not exceed the Facility's wattage allowance.

#### **49. FIXTURES, FITTINGS AND DECORATIONS**

- 49.1 The Hirer must ensure that nails, screws or fastening devices are not driven into or attached to the walls, floors, ceilings, furniture or fittings.
- 49.2 No internal changes, renovation or additions are to be made to Council Facilities without prior written consent from Council. Please apply under Council's Approval to Carry out Works.

#### **50. HANGING DRAPERY**

- 50.1 Hanging draping is not permitted without prior written consent from Council and the Hirer must ensure that any hanging drapery or curtains meet the Fabric Flame Retardancy Requirements under the Building Code of Australia (BCA).

#### **51. UNCOLLECTED ITEMS**

- 51.1 All goods brought into the facility must be removed at the end of the hire period unless prior arrangements have been made with Council.
- 51.2 The Hirer will be responsible for all costs involved in the removal of any unapproved items being left at the Facility.
- 51.3 The Hirer is not permitted to remove or relocate any items not belonging to the Hirer.
- 51.4 Council will not be responsible for the loss or damage to any property belonging to the Hirer.

**52. SECURING THE FACILITY**

52.1 The Hirer will be responsible for securing the Facility. The Hirer must ensure that upon departure:

- a) the Facility is secure and all gates, doors and windows are locked;
- b) any alarm systems are engaged; and
- c) no additional locks are placed on any doors or equipment at the Facility.

52.2 Failure to secure the Facility or activate the alarm may result in the Hirer being liable for security call out fees.

**53. RELEASE AND INDEMINITY**

53.1 The Hirer unconditionally releases and indemnifies Council from all claims, suits, demands, actions or proceedings (whether at law, in equity or arising under any statute and including the costs of defending or settling any action) arising out of or in connection with an act, default or omission by the Hirer or any of the Hirer's agents, employees, sub-contractors and/or volunteers including, but not limited to:

- a) loss of or damage to property of Council at the Facility;
- b) personal injury (including death) or illness to any person participating in the activities or using the Facility, resulting from or by reason of anything done or omitted to be done by the Hirer, arising out of the activities undertaken at or near the Facility; and/or
- c) a breach by the Hirer's obligations under this Agreement.

## SPECIAL TERMS AND CONDITIONS FOR COUNCIL FACILITIES

These conditions form specific Terms and Conditions that relate to the hire of the following Council Facilities:

### MITTAGONG MEMORIAL HALL

#### 54. PRIORITISATION OF BOOKING

- 54.1 Booking priority will be given to locally based performances/concerts, be a one-off performance or block booking.
- 54.2 The total maximum time allowed for any performances/concerts including rehearsals is 4 weeks.
- 54.3 Exclusive use of the playhouse stage, change rooms and control box will be granted during nominated bump in and bump out dates.
- 54.4 Exclusive, full use of the Facility for performance/concerts will only be granted during nominated performance times. (Thursday to Sunday)
- 54.5 Booking priority will be given to child-focused productions during school holiday periods, be they a one-off performance or block booking. This could either be a production that involves children or a production that is staged for children.
- 54.6 Booking priority will be given to regular Hirers/dance classes using the Supper Room on Monday, Tuesday and Wednesday.
- 54.7 In the event of a conflicting performance/concert, regular Hirers may be requested to transfer to an alternate venue.

#### 55. BOOKING PROCESS FOR THE MITTAGONG MEMORIAL HALL

- 55.1 Bookings will be accepted for the current calendar year and up to the end of the following calendar year.
- 55.2 Provisional bookings will be placed in the diary for a period of 21 working days, subject to the receipt of the following documentation:
  - a) a fully completed and signed Booking Request Form;
  - b) a current Public Liability Certificate of Currency for a minimum of twenty million dollars (\$20,000,000) covering the Hirer for the proposed activity/event (the name of the organisation on the Booking Form must also be listed on the Certificate of Currency);
  - c) Casual Hirers may be eligible upon application, to use Council's public liability insurance;
  - d) a comprehensive Risk Assessment identifying the risks and control measures of your proposed activity/event;
  - e) details of any contractor's activities (paid or unpaid) engaged in your proposed activity/event; and
  - f) payment of bond money.
- 55.3 Upon receipt of the requested documentation, your booking dates will be confirmed in writing and placed in the diary.
- 55.4 Failure to provide Council with the requested documentation within 21 working days will result in the provisional booking being removed from the diary.
- 55.5 Access to the Facility will only be granted to the Mittagong Memorial Hall upon the receipt of the following supporting documentation twenty eight (28) working days prior to the commencement of the first day of hire:
  - a) the current and updated documentation outlined in item 55.2(a) to 55.2(f) that accurately reflects the nature of the activity/event;
  - b) a current Public Liability Insurance Certificate of Currency for a minimum of twenty million dollars (\$20,000,000) for each contractor (paid or unpaid) engaged in your activity/event;
  - c) a current Risk Assessment of any contractor's activities (paid or unpaid) engaged in your activity/event;
  - d) a current Certificate of Currency for Workers Compensation for all staff employed by the Hirer engaged in your activity/event;
  - e) a current Certificate of Currency for any volunteers engaged in your activity/event;
  - f) either of the following if alcohol is being sold at the event/activity:
    - i. a current Function Licence from the NSW Office of Liquor, Gaming and Racing for the sale of alcohol (this includes a free drink with any entry fee or fee for a meal that includes alcohol); or
    - ii. a copy of your organisation's Exemption for Fundraising Functions held by a Non-Profit Organisation application form for the sale of alcohol;
  - g) the Party registration number issued by the NSW Police Force if the activity/event has more than 20 participants or for every event where alcohol will be consumed;

**Exception:** All Hirers with the exception of regular Hirers (who engage in activities such as dance groups, committee meetings, playgroups) must register their event/activity with the NSW Police Force (Party Registration site) when the expected audience exceeds twenty (20) people; and

  - h) payment of hire fees.
- 55.6 It is the Hirer's responsibility to ensure all documentation is provided to Council by the dates specified. Council is not obliged to inform the Hirer that confirmed dates have been removed from the diary.
- 55.7 Failure to provide Council with the requested documentation twenty-eight (28) working days prior to the commencement of the first day of hire will result in your booking being cancelled. Council reserves the right to retain all fees and bond monies paid.

## **56. AMENDMENTS**

- 56.1 A request to postpone or amend or change the hire period must be made to the Booking Officer in writing.
- 56.2 The Booking Officer may approve any available alternate dates and notify the Hirer in writing.
- 56.3 Where amendments to a block booking, theatrical performance or concert are made less than one hundred and twenty (120) days prior to the commencement date with no available alternate date, the booking shall be considered cancelled and subject to a forfeiture of bond and a five hundred dollars (\$500) cancellation fee.
- 56.4 Where amendments to a booking by any other Hirer are made less than thirty (30) days prior to the commencement date with no available alternate date, the booking shall be considered cancelled and subject to a forfeiture of bond.

## **57. CANCELLATION OF BOOKING BY HIRER**

- 57.1 Cancellation of a block booking, theatrical performance or concert for any reason must be received by the Booking Officer no less than one hundred and twenty (120) days prior to the commencement date.
- 57.2 Cancellation of less than one hundred and twenty days (120) days prior to the commencement date will result in a forfeiture of the bond and is subject to a five hundred dollar (\$500) cancellation fee.
- 57.3 Cancellation of a booking by any other Hirer for any reason, must be received by the Booking Officer no less than thirty days (30) days prior to the commencement date.
- 57.4 Cancellation less than thirty (30) days for any other Hirer prior to the commencement date will result in a forfeiture of the bond.
- 57.5 **EXCEPTION:** Council, at its absolute discretion **may** approve the refund of bond monies in the instance of extraordinary weather conditions or events beyond the control of the Hirer.

## **58. TERMS OF PAYMENT**

- 58.1 All bond monies and hire fees for casual one-off performances/ concerts must be paid prior to the commencement of hire.
- 58.2 All hire fees for regular performances/ concerts must be paid within 28 days from the date of the last performance.
- 58.3 All bond monies for regular Hirers must be paid prior to the commencement date of hire and hire fees will be invoiced monthly.
- 58.4 All Hirers are subject to clause 17 "Fees and Charges" of these Terms and Conditions.

## **59. FACILITY REQUIREMENTS**

- 59.1 In using the Facility, the Hirer must not exceed:
  - a) the maximum seating capacity of one hundred and seventy three (173) persons (with additional two (2) wheel chair accessible seating options);
  - b) the maximum stage load capacity of one hundred and forty five (145) kilograms per square meter within any particular square meter;
  - c) the maximum weight for each of the main lighting bars suspended from the ceiling is one hundred (100) kilograms total; and
  - d) the maximum weight for each of the small lighting bars suspended from the ceiling is forty (40) kilograms total.
- 59.2 Any user wishing to remove or add technical equipment (including but not limited to lighting, speakers, etc.) to the lighting bars must abide by the weight restrictions outlined in 59.1(c) and 59.1(d), and conduct a risk assessment for the removal/installation and use of this equipment.
- 59.3 The use of any form of flying scenery is strictly prohibited.
- 59.4 The use of smoke devices and the isolation of smoke detectors are strictly prohibited.
- 59.5 You must keep aerosol use at the Facility to a minimum as excessive use can activate the smoke alarms.
- 59.6 Nothing is to be put on the stage that will obstruct the automatic opening and closing of the stage curtains.
- 59.7 The stage curtains are not to be held or tied back at any time.
- 59.8 Painting of the stage floor:
  - a) Hirer's of the Playhouse may organise with the Booking Officer to paint the stage floor with a non-slip floor paint as part of their production.
  - b) The painting and repainting at the end of the hire back to mat black finish will be at the hirer's cost.
  - c) The painting of the stage floor must be included as part of the risk assessment; who will be painting, when it will be done, what paint will be used and what controls will be put in place.
  - d) The hirer is to ensure that there is no evidence of any other paint colour left on the stage floor. Council recommends that a minimum of two coats of mat black paint be used in the return to the original black stage floor.
  - e) The time that will be needed to paint the floor and return it to the original mat black finish must be included in the bump in and bump out bookings so there is no inconvenience to the next group hiring the Playhouse.
- 59.9 You cannot place or bring any additional seating into the Facility at any time during the hire period.
- 59.10 Catering is permissible at the Facility, but food or drink is not permitted in the Playhouse Theatre.
- 59.11 It is the Hirer's responsibility to ensure that any performance, dramatic play or concert at the Playhouse does not breach any copyright, intellectual property or moral right of a third party.

## **OUTDOOR SPORTING GROUNDS**

### **60. ADDITIONAL CONDITIONS**

#### **PARTICIPANTS**

- 60.1 The hirer must ensure that all participants are registered and insured with the appropriate sporting body before participating in any activity/event at the Facility and be covered by a policy of public liability insurance for a minimum of twenty million dollars (\$20 million).
- 60.2 All participants in sporting and recreational activities must be aware of any inherent risks associated with the activities and by participating are voluntarily accepting the risks involved in such activities.

#### **REGULAR ACTIVITIES AND ONE-OFF EVENTS**

- 60.3 The hirer must state the nature and type of each proposed activity listing all activities of hire. If the hirer plans to hold an event that is not part of your regular hire, e.g. a presentation ceremony for your sporting group, a one-off training clinic or gala day, the hirer will need to complete a separate Booking Form and supply the appropriate insurances and a risk assessment for the activity.

#### **PRE AND POST INSPECTIONS**

- 60.4 All groups must complete an inspection of the grounds before each use. A copy of each inspection must be kept for auditing purposes. The auditing of hirer's inspection reports will be conducted on an annual basis.
- 60.5 All incidents at the Facility must be reported to Council within 24-hours on Council's customer service line (02) 4868 0888 or email: [mail@wsc.nsw.gov.au](mailto:mail@wsc.nsw.gov.au).

#### **GROUNDS**

- 60.6 Clubs must submit to Council an application for line marking (Form FR06) a minimum of three (3) week prior to the required date. If not, Council cannot guarantee that the work will be carried out. Clubs seeking to line mark themselves need to obtain Councils' approval and this activity must be included on your risk assessment.
- 60.7 Clubs receive one free line marking per season per facility and agree to pay Council for any additional line marking.
- 60.8 Clubs must submit to Council an application for the goal posts to be removed or installed (Form FR06) a minimum of three (3) weeks prior to the required date.
- 60.9 Line marking and goal post requests that are submitted outside of the clubs season will depend on ground availability.
- 60.10 The sports field status information provided on Councils website shall be strictly adhered to.
- 60.11 Council reserves the right to close any sports ground in line with government legislation and sporting code guidelines, for public safety, to protect the playing surface, complete capital or maintenance works, in poor weather conditions or to allow rehabilitation of the ground after damage.
- 60.12 Works, including general maintenance, modifications or alterations to any sportsgrounds or facility (including mowing and working bees of Council sportsgrounds) is not permitted without approval via Councils' Approval to Carry out Work process (ATCOW).
- 60.13 The Hirer must not spray or use pesticides, including insecticides and herbicides on any grounds at any time.
- 60.14 The Hirer must not spread any material (including top soil) over the Facility grounds without prior approval of Council.
- 60.15 Unauthorised vehicles are not to be driven or parked on the Facility grounds.
- 60.16 Council is responsible for the maintenance and operation of all automatic irrigation systems. Hirers are not to access or alter control unit settings under **any** circumstances.

#### **CLEANING**

- 60.17 The hirer must leave sports grounds including amenities in a clean and tidy condition (including training, game days and carnivals), suitable for immediate use in line with government legislation and sporting code guidelines.
- 60.18 remove all rubbish, food scraps, empty drink containers, bottles and cans from the facility;
- 60.19 Canteens must be cleaned at the conclusion of each use. Clubs using these facilities are responsible for cleaning and keeping the canteen in an acceptable condition;
- 60.20 Change rooms must be left in a clean and sanitary condition. All spillages must be wiped up.
- 60.21 Failure to leave the Facility in a clean and safe condition will result in Council recovering the costs from the Hirer for the cleaning and restoration of the Facility.
- 60.22 All equipment must be stored in a safe manner.

#### **GAS BBQS**

- 60.23 The use of portable gas barbeques indoors (i.e. inside canteens, amenities and sheds) is strictly prohibited.

#### **UTILITY COSTS**

- 60.24 The hirer will be responsible for the cost of electricity used in connection with the hire and will be billed accordingly. Each hirer is responsible for the costs incurred in the lighting of the grounds.

#### **SCHOOLS**

- 60.25 School groups must comply with the Department of Education Sport Safety Guidelines when hiring Council facilities.

#### **APPROVALS**

- 60.26 Each organisation must complete the Current Contact Details form and send it in with all the booking documentation as part of the Approval for use.
- 60.27 An approval and fee quote will be sent to the associations and clubs at the start of each season once all documents are received. The association or club is requested to check all details and advise Council of any changes by the nominated date, after which an invoice will be issued and fees and charges are final from this date. Council will recover all outstanding monies through its Debt Collection Process.

## **PONY CLUB GROUNDS**

### **61. ADDITIONAL CONDITIONS**

#### **PARTICIPANTS**

- 61.1 The hirer must ensure that all participants must be registered and insured with the appropriate sporting body before participating in any activity/event at the Facility and be covered by a policy of Public Liability Insurance for a minimum of twenty million dollars (\$20 million).
- 61.2 All participants in sporting and recreational activities must be aware of any inherent risks associated with the activities and by participating are voluntarily accepting the risks involved in such activities.

#### **REGULAR ACTIVITIES AND ONE-OFF EVENTS**

- 61.3 The hirer must state the nature and type of each proposed activity listing all activities of hire. If the hirer plans to hold an event that is not part of your regular hire, e.g. a presentation ceremony for your sporting group, a one-off training clinic or gymkhana day, the hire will need to complete a separate Booking Form and supply the appropriate insurances and a risk assessment for the activity.

#### **PRE AND POST INSPECTIONS**

- 61.4 All groups must complete an inspection of the grounds before each use. A copy of each inspection must be kept for auditing purposes. The auditing of hirer's inspection reports will be conducted on an annual basis. All incidents at the Facility must be reported to Council within 24-hours on Council's customer service line (02) 4868 0888 or email: [mail@wsc.nsw.gov.au](mailto:mail@wsc.nsw.gov.au).

#### **GROUND**

- 61.5 Council reserves the right to close any pony grounds in line with government legislation and sporting code guidelines, for public safety, to protect the surface, complete capital or maintenance works, in poor weather conditions or to allow rehabilitation of the ground after damage.
- 61.6 The sports field status information provided on Councils website shall be strictly adhered to.
- 61.7 Works, including general maintenance, modifications or alterations to any pony grounds or facility (including mowing and working bees of Council sportsgrounds) is not permitted without approval via Councils' Approval to Carry out Work process (ATCOW).
- 61.8 The Hirer must not spray or use pesticides, including insecticides and herbicides on any grounds at any time.
- 61.9 The Hirer must not spread any material (including top soil) over the Facility grounds without prior approval of Council. Unauthorised vehicles are not to be driven or parked on the Facility grounds.
- 61.10 The hirer will be responsible for the cost of electricity used in connection with the hire and will be billed accordingly
- 61.11 The vehicle entry gates are to remain locked when the facility is not in use.

#### **CLEANING**

- 61.12 The hirer must leave pony grounds including amenities in a clean and tidy condition (including training and events), suitable for immediate use in line with government legislation and sporting code guidelines.
- 61.13 Remove all rubbish, empty drink containers, bottles and tape used on horse boots from the facility;
- 61.14 Canteens must be cleaned at the conclusion of each use. Clubs using these facilities are responsible for cleaning and keeping the canteen in an acceptable condition;
- 61.15 Change rooms must be left in a clean and sanitary condition. All spillages must be wiped up; and
- 61.16 Failure to leave the Facility in a clean and safe condition will result in Council recovering the costs from the Hirer for the cleaning and restoration of the Facility.
- 61.17 all equipment must be stored in a safe manner.

#### **GAS BBQS**

- 61.17 The use of portable gas barbeques indoors (i.e. inside canteens, amenities and sheds) is strictly prohibited.

#### **UTILITY COSTS**

- 61.18 The hirer will be responsible for the cost of electricity used in connection with the hire and will be billed accordingly.

#### **HIRE FEES & APPROVALS**

- 61.19 An approval and fee quote will be sent to the associations and clubs at the start of each season once all documents are received. The association or club is requested to check all details and advise Council of any changes by the nominated date. After which an invoice will be issued and fees and charges are final from this date. Council will recover all outstanding monies through its Debt Collection Process.

#### **CONTRACTORS**

- 61.20 All contractors/coaches/instructors must provide a copy of appropriate insurance cover to Council prior to undertaking any activities on the premises. Hirers entering into an agreement cannot do so on behalf of another party (e.g. instructor).

#### **LOOPLINE**

- 61.21 The Jurd Park Sports Field area is to have temporary bunting provided for each use. The bunting shall limit horse activity to the level area of the eastern side of the sports field. The bunting shall be installed and removed on the same day.
- 61.22 The sports field status information provided on Councils website shall be strictly adhered to.
- 61.23 Loopline Pony Club must review the condition of Jurd Park Sports Field prior to each use to ascertain its suitability and to minimise any damage to the grass surface.  
A practical guide to the extent of acceptable damage is:
- f) Minor depressions of up to 20mm
  - g) Divot damage to 1 per square metre maximum.
  - h) This agreement only includes the eastern half of the Jurd Park Sports Field.
  - i) All horse droppings to be removed after each day's activity.
- 61.24 The hirer does not have exclusive use of the facility.



## HILL TOP COMMUNITY CENTRE – INDOOR STADIUM

The Stadium hire includes the use of the foyer, canteen, washroom amenities and allocated storeroom. The Hirer is not permitted access to any other area of the Facility without prior written approval by Council.

### 62. ADDITIONAL CONDITIONS

#### PARTICIPANTS

- 62.1 The hirer must ensure that all participants are registered and insured with the appropriate sporting body before participating in any activity/event at the Facility.
- 62.2 All participants in sporting and recreational activities must be aware of any inherent risks associated with the activities and by participating are voluntarily accepting the risks involved in such activities.

#### REGULAR ACTIVITIES AND ONE OFF EVENTS

- 62.3 The hirer must state the nature and type of each proposed activity listing all activities of hire. If the hirer plans to hold an event that is not part of your regular hire, e.g. a presentation ceremony for your sporting group, a one-off training clinic or gala day, the hirer will need to complete a separate Booking Form and supply the appropriate insurances and a risk assessment for the activity.

#### 62.4 PRE AND POST INSPECTIONS

- 62.5 All groups must complete an inspection of the grounds before each use. A copy of each inspection must be kept for auditing purposes. The auditing of hirer's inspection reports will be conducted on an annual basis.
- 62.6 All incidents at the Facility must be reported to Council within 24-hours on Council's customer service line (02) 4868 0888 or email: mail@wsc.nsw.gov.au.

#### CLEANING

- 62.7 The hirer must leave the stadium including amenities in a clean and tidy condition (including training, game days and carnivals), suitable for immediate use in line with government legislation and sporting code guidelines
- 62.8 Remove all rubbish, food scraps, empty drink containers, bottles and cans from the facility;
- 62.9 The Canteen must be cleaned at the conclusion of each use. Clubs using these facilities are responsible for cleaning and keeping the canteen in an acceptable condition;
- 62.10 Toilets and change rooms must be left in a clean and sanitary condition. All spillages must be wiped up.
- 62.11 Store any equipment in a safe manner.
- 62.12 Failure to leave the Facility in a clean and safe condition will result in Council recovering the costs from the Hirer for the cleaning and restoration of the Facility.

#### NETS

- 62.13 The Hirer understands that the nets are not owned by Council and accepts responsibility for the cost of any damage or repairs to the nets.
- 62.14 If the Hirer wishes to use the nets in the Stadium they must sign an addendum with the owner of the nets. This may incur separate fees.
- 62.15 The owner of the Stadium netting is responsible for all costs incurred with the raising or removal of the nets for facility maintenance.
- 62.16 The owner of the Stadium nets does not have exclusive rights to the Stadium and must raise or remove the nets upon request by Council.
- 62.17 The owner of the nets agrees to restore or pay for the restoration of the Stadium floor if the nets are permanently removed.

#### FLOORS

- 62.18 The Hirer is responsible for any damage to the Stadium floor as a result of their hire. Council will determine the cost of the damage payable in addition to the fees and bond monies held.
- 62.19 All Hirer groups are to follow the maintenance and cleaning instructions for timber floors.

## POOLS

### 63. ADDITIONAL CONDITIONS

#### PARTICIPANTS

- 63.1 The hirer must ensure that all participants must be registered and insured with the appropriate sporting body before participating in any activity/event at the Facility and be covered by a policy of Public Liability Insurance for a minimum of twenty million dollars (\$20 million).
- 63.2 All participants in sporting and recreational activities must be aware of any inherent risks associated with the activities and by participating are voluntarily accepting the risks involved in such activities.

#### REGULAR ACTIVITIES AND ONE OFF EVENTS

- 63.3 The Hirer must comply with Council's pool rules and conditions of entry. [is this a double up]
- 63.4 The Hirer must ensure that the activity/event is supervised by suitably trained Responsible Officers who will be present for the duration of the activity/event.
- 63.5 All children under the age of eleven (11) must be accompanied and directly supervised by a Responsible Officer aged sixteen (16) years and over.
- 63.6 The hirer is responsible for the renewal of the licences and qualifications they have obtained. A copy of your updated qualifications must be provided to Council prior to expiration; Council reserves the right to stop the activity immediately without notice
- 63.7 The Hirer must comply with Royal Life Saving Safe Pool Operation Guidelines SV12 – Supervision of Safe Water Entry Conditions for Competitions. Coaches supervising dive starts must submit their qualifications as part of the booking request for lane/centre hire and supervise this activity on pool deck during the hire period.
- 63.8 The Responsible Officer must inspect change rooms every 15 minutes to monitor the safety of all participants.
- 63.9 The Hirer must comply with the Keep Watch at Public Pools' guidelines and Guidelines for Safe Pool Operation.
- 63.10 The Hirer must comply with any instructions issued by pool staff. Failure to comply with any instruction may result in the offender being removed from the Facility.
- 63.11 It is the Responsible Officer and accompanying assistant's responsibility to ensure that all participants behave in accordance with the pool rules.
- 63.12 Unless the pool Facility is hired exclusively, the Hirer agrees that it may be utilised and accessed by members of the public.
- 63.13 Participants and spectators must pay the published entry fee to the pool Facility upon entry. (Please note – exclusive hire fees do not cover entry costs of swimmers or spectators.)
- 63.14 Lane allocation will be at the discretion of pool staff and if the Hirer requires a reduction or additional lane allocation, the Hirer must request it in writing twelve (12) hours prior to the commencement date or the full lane hire fees will be charged.

#### INDUCTION

- 63.15 At the commencement of each hire the Responsible Officer must identify themselves and any accompanying assistants to the pool staff on duty. In the instance of an emergency situation, the Responsible Officer will be the contact person for pool staff.

#### SCHOOLS

- 63.16 Any school utilising lanes at a Wingecarribee Shire Council Swimming Centre must abide by the Department of Education's Swimming and Water Safety Guidelines and Royal Life Saving Guidelines for Safe Pool Operation.
- 63.17 Information regarding the skill levels and any special requirements of participants must be provided before any use of the pool.
- 63.18 The accompanying assistants must position themselves around the pool area to assist with the supervision of their participants.
- 63.19 If the Hirer cannot meet the conditions of supervision, Council will provide a suitably qualified assistant to supervise the activity/event at the cost to the Hirer.
- 63.20 In the event of an emergency, all participants must follow all instruction from pool staff.
- 63.21 All incidents at the pool Facility must be reported to the lifeguard on duty immediately.
- 63.22 The Hirer is responsible for all permission consents for all participants.
- 63.23 Failure to vacate the pool by closing time will result in a lifeguard fee being deducted from the bond at \$41.00 per hour (pro-rata) per lifeguard on duty.
- 63.24 The hirer understands a swimming centre may close due to circumstances that are out of the control of Council e.g. public health crisis, faecal incident or severe weather conditions resulting in a forfeiture of lane hire fees. Council reserves the right to recover all pool entry fees.  
**EXCEPTION:** Council, at its absolute discretion, **may** approve the refund of the lane hire fee. All requests for refunds need to be received by Council within 24 hours of booking that was affected.
- 63.25 The hirer understands that dive starts will not be permitted at Mittagong and Bundanoon Swimming Centres.  
**EXCEPTION:** Start dives will **only** be permitted if the club or commercial hirer has supplied the relevant qualifications of coaches to Council.

## **TRIATHLON**

- 63.26 The side access gate must be manned at all times during your hire period by a minimum of two responsible marshals over the age of 18.
- 63.27 The triathlon program must not negatively impact other pool patrons.
- 63.28 If participants/spectators enter the facility through the open side gate and have not paid the standard fees and charges they will be asked to leave the centre and the side gate access will be revoked.
- 63.29 Set up/pack up and storage of equipment is the responsibility of the club and cannot be stored at the facility.
- 63.30 Club identification wristbands need to be provided to the kiosk staff at Bowral Pool. They will be issued to club members/spectators when they have paid the appropriate entry fee. Entry to the pool will not be permitted without these bands.

## COVID-19 ADDITIONAL CONDITIONS

### 64. ADDITIONAL DOCUMENTATION & REQUIREMENTS TO CONFIRM A BOOKING AT A COUNCIL FACILITY

- 64.1 Every hirer of a Council facility must comply with all government requirements and legislation as directed by a government authority in relation to the hire of a Council Facility. This includes:
- 64.2 Providing a COVID Safe Plan detailing how the hirer will comply with all current government legislation, public health, peak body and or sporting code requirements. A copy of this plan must be submitted and approved by Council Staff before your booking will be confirmed by individual booking officers. The group/organisation's Responsible Officer must have the plan available at each hire of a Council Facility.
- 64.3 As Government legislation and guidelines change an updated COVID safety plan will need to be resubmitted in order for Council to approve the continued use of its facilities.
- 64.4 A safety plan template can be downloaded from <https://www.nsw.gov.au/covid-19/covid-safe-businesses> and should include how you will be managing the following:
- a) Wellbeing of staff, volunteers, participants and spectators by
    - i. Advising staff, volunteers, participants and spectators who are unwell to stay home.
    - ii. Providing staff and volunteers with information and training on COVID-19, including when to get tested, physical distancing and cleaning, and how to manage a sick participant.
    - iii. Ensuring signs and posters are in place around the facility to remind staff, volunteers, participants and spectators of the risks of COVID-19 and the measures necessary to stop its spread.
    - iv. Ensuring signage is in place at the entrance to the facility advising the maximum number of people allowed in each room/space at the facility.
  - b) Physical distancing; for example:
    - i. Ensure the number of people at a facility does not exceed one person per 4 square metres (including staff, volunteers, participants and spectators) or the number of people identified via government regulations and or Council.
    - ii. Minimise co-mingling of all people on site where possible.
    - iii. Ensure activities are non-contact as much as practical, including huddles or other events that cause crowding in the space. Accidental contact may occur but no deliberate body contact.
    - iv. Move or block access to equipment or seating to support 1.5 metres of physical distance between people.
    - v. Ensure all spectators comply with 1.5 metres physical distance where practical, such as through staggered seating. Have strategies in place to prevent participants and spectators from different games and timeslots co-mingling. **Please Note:** People who live in the same household are not required to distance.
    - vi. Have strategies in place to manage gatherings that may occur immediately outside the premises, such as with drop off and pick up zones or staggered start/finish times.
    - vii. Reduce crowding wherever possible and promote physical distancing with markers on the floor.
    - viii. Strongly encourage participants to shower/change at home where possible. Detail how you will monitor the closure of Communal facilities with your staff, volunteers, participants and spectators. If you are responsible for the cleaning of communal facilities please detail how you will maintain the cleaning and hygiene of these facilities.
  - c). Hygiene and Cleaning:
    - ix. The adoption of good hand hygiene practices.
    - x. Ensuring hand sanitiser is accessible at the venue entry and at relevant points in the facility.
    - xi. Ensuring bathrooms are well stocked with hand soap and paper towels if you are managing the facility i.e. toilets, change rooms at sporting facilities
    - xii. Ensuring visual aids above hand wash basins to support effective hand washing are in place.
    - xiii. Encourage participants to bring their own water bottle, snacks/orange slices and sweat towels. Avoid shared food and drinks.
    - xiv. If your group/organisation is responsible for the cleaning of the facility including showers, change rooms, canteens detail how your group will clean frequently used indoor hard surface areas including the communal facilities.
    - xv. Detail how your group/organisation will reduce the sharing of equipment and if used how it will be cleaned, what it will be cleaned with, and where it will be stored.
    - xvi. Hirers are to wear gloves when cleaning and wash hands thoroughly before and after with soap and water.
  - c) Record keeping:
    - i. Detail how you will record the name and mobile number or email address for all volunteers, participants and spectators attending your event/activity for a period of at least 28 days and ensure these records are used only for the purposes of tracing COVID-19 infections and are stored confidentially and securely.
    - ii. Make your staff and volunteers aware of the COVIDSafe app and its benefits to support contact tracing if required.
    - iii. Cooperate with NSW Health if contacted in relation to a positive case of COVID-19 at your workplace, and notify SafeWork NSW on 13 10 50.