



# CITY OF PARRAMATTA

## TERMS AND CONDITIONS FOR THE SEASONAL AND CASUAL USE OF PARKS AND RESERVES

### GENERAL TERMS & CONDITIONS

#### 1. Statement of Intent

City of Parramatta Council (Council) recognises the valuable contribution that community organisations and park users make to the general well being and the enrichment of the community. In recognising this Council will endeavour to ensure that all groups using Council's parks and reserves are treated in a fair and equitable manner

#### 2. Area of Application

These Terms and Conditions apply to the seasonal and casual hire of parks, reserves and facilities owned or operated by Council.

#### 3. Associated Documents

3.1. Councils Schedule of Fees and Charges

#### 4. Seasonal Hirer Classification

To be classed as a Seasonal Hirer the following criteria must be met:

4.1. Booking of a facility on more than 3 occasions in a seasonal period

4.2. Preference will be given to organisations or individuals based within the Parramatta Local Government Area

#### 5. Fees and Charges

##### 5.1. Category of Facility

5.1.1. Council recognises that not all parks and reserves are of equal standing and that location, size and facilities provided are considered in the charging of fees

5.1.2. All Council parks and reserves are assessed against Council's set criteria to determine their rating. Fees and charges are based on the rating of the facility

5.1.3. Facilities are re-assessed on the completion of capital improvement and maintenance works. Notice of change of category will be given to all

Seasonal Hirers, which may will then result in a variation of applied fees charges

- 5.2. Fees and charges are set annually in accordance with Councils Management Plan.
- 5.3. Increases to fees and charges for seasonal sportfield use apply from the beginning of the summer season each year
- 5.4. There is no opportunity for fee subsidies or exemptions
- 5.5. Half Day charges apply to weekday evening bookings and weekend bookings of 4 hours or less
- 5.6. Full Day charges apply to all bookings over 4 hours
- 5.7. Floodlight usage fees will be calculated at the conclusion of each season and are based on 75% of the actual cost to Council to illuminate the playing field only
- 5.8. **Payment of Fees**
  - 5.8.1. All bonds, including key bonds and the remaining balance of fees and other charges must be paid prior to the collection of keys
  - 5.8.2. Seasonal Hirers will receive a tax invoice, which must be paid in full and within 30 days of receipt of this invoice. Council may consider accepting payment programs at its sole discretion.
  - 5.8.3. All outstanding debts owed to Council must be resolved prior to the confirmation of further bookings at the commencement of each season
- 5.9. **Bonds**
  - 5.9.1. Payment of a bond is required for all new Seasonal Hirers and for other Hirers as determined by Council
  - 5.9.2. Council may retain the bond for any breach of the Terms and Conditions of Hire. Any extra cleaning costs, and/or damage will be charged for separately
  - 5.9.3. Where bonds are retained, a new bond must be paid prior to the confirmation of any future bookings.
- 5.10. **Key Bond**
  - 5.10.1. Payment of a key bond or fee is required for each key requested by the Hirer. The amount is detailed in Council's Schedule of Fees and Charges
  - 5.10.2. Key bonds will be returned following the return of the respective key/s to the Booking Office

5.10.3. Key bonds will be retained if keys are misplaced or broken. An additional key bond or fee will be charged if replacement keys or additional keys are required

### **5.11. Other Charges**

In addition to the forfeiture of the bond, the following incidents will incur charges as detailed in Council's Schedule of Fees and Charges:

5.11.1. Failure to clean hired areas – additional cleaning costs

5.11.2. Failure to remove rubbish – additional rubbish removal costs

5.11.3. Failure to secure facilities – call out to secure facility

5.11.4. The applicant will be required to pay all costs to replace or repair any items damaged as a result of any act or omission by the applicant or their invitees to the event of activity

### **5.12. Cancellations or Changes to Confirmed Bookings by the Hirer**

Cancellations must be made in writing and received at least one (1) month in advance. A cancellation fee of 50% of the total charges will apply if less than 14 days notice is given for a cancellation. Should no correspondence be received, the total amount will be incurred

### **5.13. Cancellation or Transfer of Bookings by Council**

5.13.1. Council reserves the right to transfer any booking if an area is required for a community or Council function or for maintenance

5.13.2. Where possible, the Hirer will be given notice prior to the commencement of the season of any need to transfer a booking. All attempts will be made to relocate a booking. Council is under no obligation to the Hirer to supply an area in replace of the area the hirer booked. In these circumstances, Council may refund any portion of fees already paid if a refund is warranted

5.13.3. Council is not liable in any way for any loss incurred as a result of cancellation or replacement of hire of an area.

## **6. Responsibilities of the Hirer**

**6.1.** The Hirer is defined as the person making the application for hire (the signatory on the application form and/or licence agreement)

**6.2.** The responsibilities of the Hirer include, but are not limited to:

6.2.1. Ensuring that all Terms and Conditions of Hire are read and understood prior to signing the application form

6.2.2. Compliance with all Terms and Conditions of Hire

6.2.3. Compliance with all instructions given by Council Officers

- 6.2.4. Ensuring that the facility requested is suitable for the purpose of use
- 6.2.5. Accurate completion of the Application Form
- 6.2.6. Payment of all applicable fees, charges, bonds and/or any monies payable to Council prior to the start of season or in accordance with an approved payment program
- 6.2.7. Collection of keys and safe keeping of the keys allocated
- 6.2.8. Inspection of the playing surface, surrounds, car park, buildings, irrigation systems, fencing, goal posts, structures and associated amenities prior to each use of the Area to ensure that they are free from obstacles or hazards
- 6.2.9. Attendance at the Area for the entire period of hire **or** ensuring attendance by the nominated proxy (as indicated on the Application Form). The nominated proxy must be familiar with these Terms and Conditions of Hire
- 6.2.10. Reasonably controlling the activities and behaviour of all attendees and participants of the Hirers activity for the duration of the hire period
- 6.2.11. Ensuring compliance with Child Protection Legislation – Children and Young Persons (Care and Protection) Act 1998
- 6.2.12. Ensuring that children are in the company of a responsible adult at all times
- 6.2.13. Ensuring the park / reserve and it's facilities are left in a clean and tidy condition and reporting any damage or maintenance requirements
- 6.2.14. Securing the amenities at the conclusion of each occasion of hire
- 6.2.15. Any injuries that occur during the hire that require medical treatment must be reported to Council no later than 4.30pm on the next working day. Any incidents that occur that require the attendance of the Police, Ambulance or Fire service must be reported to Council no later than 4.30pm on the next working day.

### **6.3. General Conditions**

- 6.3.1. This agreement applies to City of Parramatta Sports fields and Sports Facilities and only for the approved activity stated in the Confirmation Letter and Licence Agreement
- 6.3.2. The Hirer must accept that this agreement is subject to the right of Council to alter its Schedule of Fees and Charges and its Terms and Conditions of Hire at any time. Specific conditions may be implemented at the discretion of Council to suit a particular booking

- 6.3.3. Approval is granted for the field/s indicated on the Confirmation Letter and other specified areas only. Activities must be contained within the specified area hired
- 6.3.4. The Hirer shall not use the road or footpaths adjacent to the facility to carry out any activity either directly or indirectly associated with the hiring of the park / reserve
- 6.3.5. The Hirer is permitted only to use the approved area for dates and times stated in the Confirmation Letter / Licence Agreement
- 6.3.6. **Hours of use**
  - 6.3.6.1. The Hirer is permitted only to use the approved area for dates and times stated in the Confirmation Letter / Licence Agreement
  - 6.3.6.2. No activity may commence prior to 7:00am on any day – this includes any setup or maintenance activities
  - 6.3.6.3. Competitive sport may not commence until 8:00am on any day
  - 6.3.6.4. All activities must cease by 10:00pm on any day
  - 6.3.6.5. All users must vacate the facility including the carpark area by 10:30pm on any day
- 6.3.7. The Hirer must not sub-let fields or amenities to any other body
- 6.3.8. The Hirer must co-operate with other users of the park / reserve
- 6.3.9. The breaching of any Terms and Conditions of Hire will result in the forfeit of the bond. Penalty charges may apply as per Council's Schedule of Fees and Charges. Where damage occurs or the call-out attendance of a Council Officer is required, this will be charged at cost to the Hirer in addition to the forfeiture of the bond and any penalty fees
- 6.3.10. The breaching of any Terms and Conditions of Hire may result in the suspension or termination of hire privileges
- 6.3.11. The forfeiture of a bond may result in an increased bond amount being applied to future bookings
- 6.3.12. Council reserves the right to cancel a booking due to non-disclosure or supplying misleading information
- 6.3.13. Council reserves the right to deny applications for hire based on its discretionary assessment
- 6.3.14. The Hirer must ensure that no games of chance, gambling or any other kind of illegal activities are conducted at the park / reserve during their period of hire
- 6.3.15. The Hirer must acknowledge that legislation exists at State and Federal level, which makes acts of discrimination, vilification, incitement,

offensive conduct and public disorder unlawful. The Hirer must commit to ensure there is no discrimination, vilification or incitement of hatred or violence against any person or persons by any speaker during hire of Council facilities. Breaching of this condition will result in the forfeit of the bond and the termination of current and future hire privileges. Further information is available at [www.humanrights.gov.au](http://www.humanrights.gov.au)

- 6.3.16. Modification to Council building, park or sportsground infrastructure are strictly prohibited. If the applicant is found to have modified telephone services, regulatory signage, surveillance cameras, fire fighting equipment, lighting, electrical, plumbing, drainage or irrigation systems the applicant will be liable for the full cost of restoration or repair.

#### **6.4. Risk Management**

##### **6.4.1. Insurance**

- 6.4.1.1. All Hirers shall be responsible for insurance covers (minimum \$10 million although \$20 million is preferred) pertaining to public liability for their use of Council's Parks and Reserves

6.4.1.1.1. The Hirer must name Council as an interested party on the policy/certificate of currency

6.4.1.1.2. Insurance must remain current during all periods of hire. It is the Hirer's responsibility to ensure that Council is in possession of a copy of current insurance details at all times

- 6.4.1.2. The Hirer shall be responsible for property insurance covering all equipment and contents owned by the Hirer stored within amenity facilities

##### **6.4.2. Risk Assessment**

- 6.4.2.1. Hirers are responsible for determining the suitability of the area for their activities, however Council may determine that a park / reserve is not suitable even following the Hirer's satisfactory assessment

6.4.2.2. Hirer's are responsible for providing evidence of public liability insurance for all sub-contractors and stall holders e.g stage and stall hire companies, ride and amusement operators, firework operators, food providers and providers of temporary toilets

6.4.2.3. The Hirer is responsible for inspecting the field/s, surrounds, car park and associated amenities at the commencement of each period of hire of the facility to ensure that they are free from obstacles or hazards. All reasonable steps must be taken to ensure the Hirer is satisfied that there is no reasonable risk of injury from the facility to any person participating in the Hirer's activities

##### **6.4.3. Liability**

6.4.3.1. Neither Council nor its employees will be liable for any loss or damage sustained by the Hirer or any person, firm or corporation entrusted to or supplying any article or thing to the Hirer by reason of any such article or thing being stolen, damaged or lost. The Hirer agrees to indemnify City of Parramatta and its employees and agents against any loss or damage in any form sustained by the Hirer or any person, firm or corporation for liability as a consequence of the use of the park / reserve

**6.4.4. Risk Management Plan**

6.4.4.1. Council may require the Hirer to prepare a Risk Management Plan specific for their activities and the area hired. The format and content must comply with Council requirements. Templates are available and assistance will be provided upon request

6.4.4.2. Hirers are required to implement the risk management strategies contained within their Risk Management Plan and where incidents occur, refer to the actions within the plan

**6.4.5. Emergency Procedures**

In situations where attendance of emergency services (Police, Ambulance or Fire Brigade) occurs, at the Hirer's request or otherwise, Council must be notified immediately

**6.4.6. Police Notification**

Where facilities are hired for community events, for youth events (activities conducted by or for young people between the ages of 12 and 25 years), and when determined by Council Officers, the Hirer is required to provide notification to Police

**6.4.7. Event Control**

6.4.7.1. The Hirer is responsible for controlling access to the park / reserve for the duration of their hire period. This includes:

6.4.7.1.1. Ensuring that safe crowd control is administered

6.4.7.1.2. Endeavouring to take every possible steps/means to control the players, spectators and visitors at the park / reserve

6.4.7.1.3. Ensuring that only persons associated with the Hirer's activity are allowed to participate in the event

6.4.7.1.4. Ensuring that spectators are not allowed onto the playing area whilst sporting activities are taking place

6.4.7.2. The Hirer must notify Council of any activities other than the approved activity which are expected to generate larger than usual attendances

6.4.7.3. The Hirer is responsible for ensuring that children are in the company of a responsible adult at all times

6.4.7.4. The Hirer is responsible for ensuring all attendees respect the peace and quiet of neighbouring residents. The entering of any property or damage to any vehicles will result in Council providing details to Police with a view to prosecution. The Hirer is responsible for all damages

6.4.7.5. The area surrounding the park / reserve and carpark is to be vacated within 30 minutes of the end of the hire period. The Hirer is responsible for the quiet and orderly departure of attendees

**6.4.8. Security and Safety**

6.4.8.1. Hirers are responsible for taking all necessary precautions to ensure the safety of all participants and spectators

6.4.8.2. Authorised Council Officers are permitted on behalf of Council to request the removal of any attendee found to be in breach of the Terms and Conditions of Hire

6.4.8.3. Authorised Council Officers are permitted on behalf of Council to inspect areas within the park / reserve and it's amenities as required for the purpose of security

6.4.8.4. Hirers must report any break-in or attempted break-in to Council immediately. The Hirer must also report any break-in to the Police

**6.4.9. Keys and Locks**

6.4.9.1. The Hirer must be responsible for the allocation and safekeeping of keys at all times

6.4.9.2. All keys are security coded and must not be reproduced for any reason

6.4.9.3. Provision of additional keys is at the discretion of Council. Additional keys require payment of a refundable bond or fee

6.4.9.4. Keys may be requested by contacting the Booking Office

6.4.9.5. Keys may be collected from Customer Service from Monday to Friday between the hours of 8:30am and 4:30pm by prior arrangement only

6.4.9.6. Only the Applicant (or their nominated agent) may collect keys. Where the Applicant nominates an agent to collect the keys on



their behalf, this authorisation must be provided in writing and be signed by both parties

- 6.4.9.7. All bonds must be paid prior to the collection of keys. Evidence of payment (receipt) must be produced to collect the keys
- 6.4.9.8. Failure to collect keys which requires an after hours call-out, will incur a charge as per Council's Schedule of Fees and Charges
- 6.4.9.9. It is the responsibility of the Hirer to ensure that buildings, gates and power boxes are secured when not being used.
- 6.4.9.10. Locks on Council facilities are provided by Council. Under no circumstances are they to be removed or replaced by the Hirer. Should this occur, Council will replace all unauthorised padlocks and the Hirer will be charged for the cost of replacement

## **6.5. Residential Amenity**

- 6.5.1. The Hirer is responsible for ensuring that adjoining property owners are not disturbed by excessive noise, offensive language or behaviour or any other activity likely to cause disturbance
- 6.5.2. Hirers are required to notify nearby neighbours of any activities, over the normal Hirer's activities, which are expected to generate larger than usual crowds and any extra noise. The notification area may be determined by Council. Notification templates are available from the Booking Office
- 6.5.3. All reasonable attempts are to be made to ensure that balls do not leave the ground, either into private property or onto adjacent roads. Under no circumstances should balls be retrieved from private property without the express permission of the property owner
- 6.5.4. The Hirer is responsible for ensuring that ball retrieval procedures are in place and are communicated to and complied with by all participants, coaches, managers and spectators

## **6.6. Floodlights**

- 6.6.1. Council does not provide or permit the use floodlights for casual hire. Floodlights are only available for seasonal hire.

## **6.7. Field Closures**

- 6.7.1. The Hirer must observe the closing of the park / reserve due to wet weather and maintenance
- 6.7.2. If a field/s is scheduled for maintenance or major works, the Hirer will be given as much notification as possible and where available will be moved to an alternative park / reserve

- 6.7.3. Should there be an emergency situation at a park / reserve, Council will do its best to advise the Hirer as soon as possible
- 6.7.4. During periods of wet weather, the Hirer is responsible for calling Council's wet weather information line to confirm if Council has closed the park / reserve. Council's wet weather phone number is (02) 9294 8586
- 6.7.5. The licensee is liable for the cost of rectifying any damage to the park / reserve as a result of use during periods of wet weather

#### **6.8. Water Restrictions**

- 6.8.1. Hirers must comply with Council requirements regarding use of irrigated fields
- 6.8.2. Although Council endeavours to retain a high standard of playing surfaces in the LGA, it is requested that Hirers take the water restrictions into consideration when using the grounds for training and competition. Where possible Hirers should try and rotate training sessions so as undue pressure is not put on one area of their field/s

#### **6.9. Food and Drink**

- 6.9.1. Where food is to be sold, the Hirer is required to comply with "Food Handling Guidelines for Temporary Events" issued by the NSW Food Authority. Further information and copies of this document are available at [www.foodauthority.nsw.gov.au](http://www.foodauthority.nsw.gov.au) or by phoning 1300 552 406
- 6.9.2. Guidelines for Food Handling Activities specific to Charities and Community Groups are issued by the Food Standards Australia New Zealand (formally ANZFA). Further information and copies of this document are available at [www.foodstandards.gov.au](http://www.foodstandards.gov.au) or by phoning (02) 6271 2224
- 6.9.3. It is the responsibility of the hirer to ensure all relevant food safety and handling documents are distributed to stallholders.
- 6.9.4. The Hirer is responsible for all activities associated with ensuring the safe preparation, storage, provision and sale of food
- 6.9.5. A list of all food stall holders and their contact details is required by Council
- 6.9.6. All food businesses must have insurance cover for a minimum \$10 million (\$20 million is preferred). It is the responsibility of the Hirer to ensure Council receive a current copy of the insurance certificate

#### **6.10. Alcohol**

- 6.10.1. Provision and consumption of alcohol requires the express permission of Council and where required, approval of the NSW Police and Liquor and Gaming NSW

- 6.10.1.1. To issue a permit, the Police require a copy of the Confirmation Letter issued by Council and proof that all Fees and Charges have been paid in full
- 6.10.1.2. Application to Police for the permit must be made at least 28 days prior to the date of hire
- 6.10.2. Licences for the sale of alcohol are issued by Liquor and Gaming NSW:
  - 6.10.2.1. Licences can only be granted to non-profit organisations
  - 6.10.2.2. Application for the licence must be made at least 28 days prior to the date of hire and the police must be notified prior to each function at least 14 days prior
  - 6.10.2.3. A copy of the completed application form must be provided to Council no later than 3 working days after the application is lodged with the Court
  - 6.10.2.4. Further information and copies of the application form are available at <http://www.liquorandgaming.nsw.gov.au/> or by phoning 1300 024 720
- 6.10.3. The Hirer must ensure that consumption of alcohol is limited to the area hired
- 6.10.4. Sale and/or consumption of alcohol will not be considered where minors are training or playing
- 6.10.5. The sale, supply and/or consumption of alcohol to or by minors, at Council Parks and Reserves is prohibited and will result in Police action
- 6.10.6. Sale of and consumption of alcohol from glass bottles is prohibited

## **6.11. Smoking**

Section 6A of the *Smoke Free Environment Act 2000* makes a number of outdoor public places smoke-free. Smoking is prohibited within all Council sportsgrounds & amenity buildings. Sale of cigarettes / tobacco products is also prohibited. The applicant is to include notification of this prohibition in literature to its members and visiting teams, and seek the cooperation of participants and spectators with the prohibition.

## **6.12. Goal Posts**

- 6.12.1. Construction and installation of goal posts including portable and moveable goal posts must comply with Australian Standards
- 6.12.2. Any maintenance, construction or installation of goal posts must occur in consultation with Council Officers

## **6.13. Storage**

- 6.13.1. Storage can only be during the period of actual hire and must be removed during periods of inactivity e.g. end of season, except where properly constructed storage rooms/buildings are provided for use of specific Hirers
- 6.13.2. Council accepts no responsibility for Hirer's equipment or goods stored in Council amenities
- 6.13.3. Equipment must not be stored in toilets or in service corridors/rooms
- 6.13.4. Council reserves the right to request the removal of Hirer's equipment and goods stored in Council amenities

#### **6.14. Maintenance**

- 6.14.1. The Hirer is responsible for reporting any maintenance and/or repairs required at the park / reserve at their earliest convenience. To report maintenance please call Council's Customer Service Centre on (02) 9806 5050
- 6.14.2. All emergency maintenance and repairs must be requested through Council's Customer Service Centre on (02) 9806 5050. Hirers are not permitted to engage contractors on Council's behalf
- 6.14.3. The Hirer must obtain Council consent prior to carrying out any works, alteration and improvements to field/s buildings and other facilities at the park / reserve. Where approval is granted the ongoing maintenance and repair of that structure or fitting is the responsibility of Hirer. Council may request the removal of these items at any time.
- 6.14.4. Engagement of contractors must be in accordance with Council's Tendering Policy. Contractors must be suitably qualified, accredited and insured
- 6.14.5. Application of pesticides and herbicides must be in accordance with Council's Pesticide Notification Plan

#### **6.15. Cleaning**

- 6.15.1. The Hirer is responsible for inspecting the area hired at the commencement of each period of hire to ensure that it is clean and tidy. The Hirer should report any damage or unclean areas to Council's Customer Service Centre on (02) 9806 5050
- 6.15.2. The Hirer must ensure that the park / reserve and its amenities and surrounds are kept clean and tidy at all times during the hire period
- 6.15.3. The Hirer is responsible for ensuring that the park / reserve is left in a clean and tidy condition following the period of hire
- 6.15.4. The Hirer is responsible for ensuring that rubbish is placed in the receptacles provided. Where facilities are found to be in an unsatisfactory condition, the cost of cleaning will be charged to the Hirer

- 6.15.5. For activities that will attract larger than usual crowds, additional bins may be provided. Please contact Council's Booking Office on (02) 9806 5140 to make arrangements. For activities that will attract larger than usual crowds and special events the responsibility for waste management provision will be that of the hirer. The Hirer is required to submit a waste management plan to Council prior to the booking
- 6.15.6. Council is responsible for the regular cleaning of toilets, however, Hirers are responsible for checking toilets at the conclusion of the hire period to ensure that they are neat and tidy
- 6.15.7. The Hirer is responsible for cleaning canteens/kiosks, club rooms, storerooms, referees rooms and changerooms (including toilets and showers contained within the changerooms). Where facilities are found to be in an unsatisfactory condition, the cost of cleaning will be charged to the Hirer
- 6.15.8. The Hirer is responsible for the cost of repairs for any damage caused to buildings or fittings caused during the hire period. Reasonable wear and tear alone is accepted

#### **6.16. Electrical Equipment**

- 6.16.1. The Hirer must obtain Council consent prior to connecting or altering any electrical installation. Any changes made or damage to any equipment will incur an additional damage charge as per Council's Schedule of Fees and Charges
- 6.16.2. Engagement of contractors must be in accordance with Councils Tendering Policy. Contractors must be suitably qualified, accredited and insured
- 6.16.3. Where Hirers require specific portable electrical equipment, this equipment must be tested and tagged by a licensed tradesman prior to use. The cost of testing and tagging is at the Hirer's expense
- 6.16.4. The Hirer must report to Council any damaged or dangerous electrical fittings immediately and ensure that steps are taken to prevent use of the same until repaired

#### **6.17. Promotion, Advertising and Signage**

- 6.17.1. The Hirer must not advertise any activity within the Parramatta Local Government Area in a manner that contravenes Council's Policies regarding advertising
- 6.17.2. Any advertising signage must be of a temporary nature, erected and removed on the day of hire. Permanent fixtures are not permitted
- 6.17.3. Advertising material may only be displayed within the park / reserve itself
- 6.17.4. Signage and/or banners are not to be tied or nailed to trees in or surrounding the park / reserve

## **6.18. Charging of Entrance Fees**

- 6.18.1. The Hirer shall not be permitted to charge entrance fees to persons or vehicles at any of Council's Parks and Reserves unless express permission is sought from Council
- 6.18.2. Permits will only be issued where grounds are fenced off to exclude general public entry

## **6.19. BBQ's / Fireworks**

- 6.19.1. Use of portable gas BBQ's is permitted in accordance with Food Handling Requirements
- 6.19.2. Gas bottles must be "in date" and may be inspected by Council Officers
- 6.19.3. Approval for BBQ's and fireworks is subject to any fire restrictions or fire bans issued by the NSW Rural Fire Service
- 6.19.4. Fireworks and pyrotechnics require the express approval of Council
- 6.19.5. Approval must be obtained from the work cover authority, Dangerous Goods Licencing- Fireworks, and submitted to council at least 14 days prior to the event along with Public Liability Insurance Certificate of Currency. All firework displays must be carried out in accordance with the Australian Explosives Code and the Australian standards AS2187 and its guidelines.
- 6.19.6. Firework displays are to be completed no later than 9:00pm
- 6.19.7. Surrounding residents of the park must be notified four (4) weeks prior to the event by a mailbox drop. Council will provide a notification template and a map to the applicant highlighting the residential area required for notification
- 6.19.8. It is the responsibility of the hirer to notify local Fire Services and Police of this event
- 6.19.9. It is the responsibility of the hirer to undertake and be able to produce a hard copy of a site specific risk assessment that ensures the safety of all persons, property and animals that may be affected by the fireworks event

## **6.20. Amusement Devices**

- 6.20.1. Provision of amusement devices including jumping castles and other inflatable amusement devices requires the express permission of Council
- 6.20.2. Amusement devices must be registered under the provisions of the NSW Work Health and Safety Act 2011 by the Workcover Authority of NSW

- 6.20.3. Amusement device owners must have insurance cover for a minimum \$10 million (\$20 million is preferred). It is the responsibility of the Hirer to ensure Council receive a current copy of the insurance certificate prior to the erection and use of amusement devices

### **6.21. Water Based Activities**

- 6.21.1. Any water based activity, such as swimming or boating, carries risks in addition to risks associated with non-water based activities. The hirer warrants that it will mitigate and appropriately manage such risks.
- 6.21.2. The hirer also accepts that it will hold Council free from liability in relation to any injuries (including death) or losses suffered by any person in association with the hirer.
- 6.21.3. In the Application to Hire an Area, a hirer must describe how they will manage any additional risks posed by water based activities. Council will not permit hire of an Area unless and until Council is satisfied that these risks are appropriately managed.

### **6.22. Temporary Structures**

- 6.22.1. Temporary shade structures under 30m<sup>2</sup> may be erected by the Hirer without express permission of Council
- 6.22.2. Erection of temporary shade structures over 30m<sup>2</sup> and any other structure including marquees, tents, stages, scaffolding and stalls requires the express permission from Council
- 6.22.3. Portable toilet facilities may be required to be provided for special events. All toilets must be kept in a clean and tidy condition. All portable toilet facilities must be serviced regularly at the hirers cost.
- 6.22.4. Where the Hirer intends to erect a temporary structure, Council must be informed of the structure specification details as well as a map of the park / reserve detailing the proposed erection site. This will enable Council to ensure that ground irrigation systems and easements are not damaged and the impact on surrounding areas
- 6.22.5. Where damage is caused to sub-surface services by the erection of structures by the Hirer, repairs will be made by Council and the cost charged to the Hirer
- 6.22.6. Care must be taken to ensure that ropes and pegs do not become a trip hazard
- 6.22.7. Structures must be erected and removed on the same day of hire, unless approval is sought from Council
- 6.22.8. Contractors employed to carry out the erection of structures are required to provide a copy of their insurance certificate to Council prior to the hire date. Companies must be insured for an amount no less than \$10 million (\$20 million is preferred)

- 6.22.9. Any damage caused to Council Parks and Reserves by structures during and after the event will be charged to the Hirer

### **6.23. Vehicle Access**

- 6.23.1. Only vehicles authorised by Council are permitted to enter the venue
- 6.23.2. Wherever possible display structures and materials should be carried into the park. Vehicle access to the park for the erection of temporary structures requires approval from Council and must be limited to loading and unloading of temporary structures
- 6.23.3. Authorised vehicles must be escorted through the venue and not exceed walking pace
- 6.23.4. Vehicles unless emergency services are not permitted to drive on grassed areas within the venue unless turf protection measures such as protract or similar measures are used for vehicle movements
- 6.23.5. No vehicle shall be parked within the confines of the venue during the event unless approved by council
- 6.23.6. The control of all vehicles including those of a contractor is the responsibility of the hirer
- 6.23.7. Any damage caused to Council Parks and Reserves by vehicles during and after the event will be charged to the hirer

### **6.24. Site Protection**

- 6.24.1. Protection of grass through the use of boards or flooring (profloor or similar product) to protect all high traffic areas including vehicle access routes, stalls, food, beverage and merchandise sale areas is required
- 6.24.2. Protection of sensitive garden beds and plantings through use of barricading to prevent public access may be required
- 6.24.3. Protection of trees by not placing any structures within 5 meters of each tree trunk is required
- 6.24.4. Tree protection fencing shall be installed, prior to bump in, around all significant trees
- 6.24.5. No signs or other structures are to be attached to trees unless approved by Council as part of the event
- 6.24.6. Hirers are to ensure that there is no interference or damage to trees, shrubs, fences and/ or park furniture

### **6.25. Animals**

- 6.25.1. All dogs within Council Parks and Reserves are to be on a leash at all times with the exception of:



- 6.25.1.1. Use of approved leash-free areas
- 6.25.1.2. Approved use by organised groups for training, display or competition activities

6.25.2. It is the responsibility of the Hirer to ensure that any waste matter left by animals is removed and placed in the receptacles provided

6.25.3. The Hirer must not allow dogs or animals to enter any amenities building

6.25.4. At no time are horses permitted within Council park areas

## **6.26. Parking**

6.26.1. Parking must be limited to designated parking areas and on-street with regard to relevant parking conditions. Parking is not permitted on Council field/s, footpaths or nature strips and vehicles must not obstruct driveways

6.26.2. It is the individuals responsibility to ensure that all parking is legal. City of Parramatta bears no responsibility for fines and penalties for illegal parking by Hirers and attendees of Council facilities

6.26.3. For activities that will attract larger than usual crowds and special events, the Hirer is required to submit a parking and traffic management plan to Council prior to the booking

6.26.4. Sufficient personnel to control access and parking to the park/ reserve must be supplied by your organisation

6.26.5. The public must be permitted reasonable access to the parking area throughout your event

## **6.27. PA Systems, Music and Noise**

6.27.1. Express permission must be sought from Council prior to the use of amplification or music

6.27.2. Music and amplification must not commence prior to 8:00am on weekends and 7:00am on weekdays. All noise must cease by 9.30pm weekdays and weekends

6.27.3. Use of a Public Address system should only be used to control the event / activities. Commentaries and advertising over the PA system is not permitted

6.27.4. Speakers should only be installed in the essential control areas such as marshalling sites

6.27.5. The Hirer is responsible for ensuring that noise emission from any band, orchestra, musical instrument or activity does not exceed normal background noise level when measured from the nearest boundary of any residential property

- 6.27.6. Where the noise emanating from a Hirer's activity within Council Parks and Reserves exceeds the acceptable level, on the spot fines under the Protection of the Environment Operations Act 1997 may result
- 6.27.7. The Hirer is responsible for ensuring all attendees respect the peace and quiet of neighbouring residents. The area surrounding the facility and carpark is to be vacated within 30 minutes of the end of the hire period. The Hirer is responsible for the quiet and orderly departure of attendees

#### **6.28. Child Protection Legislation**

- 6.28.1. The Hirer warrants to Council that he/she has, or will, at all times that are relevant to this agreement comply with all of its obligations under the Children and Young Persons (Care and Protection) Act 1998 and, in particular, will comply with those obligations during the term of this agreement
- 6.28.2. The Hirer warrants that he/she is not a prohibited person within the meaning of the Child Protection Legislation
- 6.28.3. The Hirer warrants that, insofar as it is aware, none of its existing employees or volunteers are prohibited persons within the meaning of the Child Protection Legislation
- 6.28.4. The Hirer warrants that he/she has obtained a prohibited persons declaration and has screened all of its current employees and/or volunteers within the meaning of the Child Protection Legislation
- 6.28.5. The Hirer warrants that he/she will comply with all of the obligations of an employer in relation to new employees or volunteers in accordance with Child Protection Legislation
- 6.28.6. The Hirer does hereby, and shall forever, indemnify Council from and against all claims, demands, actions and suits (and the cost thereof calculated upon an indemnity basis) arising out of any breach by the Hirer of any of its obligations under the Child Protection Legislation and/or any of the warranties herein contain

#### **6.29. Other**

- 6.29.1. Helicopter and hot air balloon landings are permitted for emergency purposes only, unless express permission is sought from Council
- 6.29.2. Council's responsibilities in relation to the running of a fun run style event can only extend to the perimeter of the park/reserve area. In this regard you are required to obtain approval from the local Police and the Roads and Maritime Services for the use of any roads or footpaths. Copies of approvals are to be forwarded to Council's booking office at least seven (7) days prior to the event. No restriction is to be caused to the visibility of any traffic regulatory signs and a start/ finish banner is to be at a minimum height of 6 metres

#### **6.30. Covid-19 Responsibilities**

- 6.30.1. It is the responsibility of the hirer to adhere to the public health order and follow the latest advice of the NSW Government regarding Covid-19 restrictions, including but not limited to, Covid-19 Safety Plan, physical distancing measures and the maximum capacities for the activity being conducted within the City of Parramatta Parks and Reserves.
- 6.30.2. It is the responsibility of the hirer to keep a record, including the contact details, of any and all attendees to their events, including organised sport competitions.
- 6.30.3. It is the responsibility of the hirer to practice good hygiene and any persons feeling unwell, or showing symptoms of cold and flu, should **not** enter the event being hosted within the City of Parramatta Parks and Reserves. Seek medical advice.
- 6.30.4. Hirers should provide sanitising stations for attendees to use during the period that their event is being conducted within the City of Parramatta Parks and Reserves.

The following terms & conditions related to the seasonal usage of Council's Parks and Reserves:

## **SEASONAL TERMS & CONDITIONS**

### **7. Season Determination**

- 7.1. The season dates are determined annually by Council and where possible, align with the season dates of neighbouring Councils
- 7.2. A set period between each season is allocated to undertake required maintenance, erection/removal of goal posts and covering/uncovering of cricket pitches. This period will be no less than 10 working days (a full weekend between)

#### **7.3. Pre-season**

- 7.3.1. Requests for pre-season trials and gradings must be made by completing Council's Pre-Season Application form
- 7.3.2. Council will allow a 4-week period prior to the start of each season for pre-season trials and gradings, however, it must be noted that the current sport using the ground has priority over the incoming sport
- 7.3.3. Training prior to the commencement of the season will not be approved
- 7.3.4. Council is under no obligation to provide goal posts or cricket pitches prior to the start of season
- 7.3.5. Where pre-season use extends the Hirer's overall season use beyond 25 weeks, additional charges as per Councils Schedule of Fees and Charges will apply

### **8. Seasonal Application Process**

**8.1.** Council seeks expressions of interest from sporting clubs twice annually for their seasonal requirements

**8.2.** Applicants are required to attend an application meeting

**8.3.** Priority is given to applications received at this meeting

**8.4. Allocation Process**

Allocation is at the sole discretion of Council Officers. The process is undertaken by a team of Council Officers considering issues such as:

8.4.1. Condition and capacity of the playing surfaces

8.4.2. Appropriateness of use of a particular facility

8.4.3. Complimentary shared use

8.4.4. Existing and long term patterns of usage

8.4.5. Impact on other existing and long term users

8.4.6. Impact on the surrounding residents

8.4.7. Previous contribution to capital improvements by Hirers

8.4.8. Increasing needs of existing users

8.4.9. Compliance with Terms and Condition of Hire

8.4.10. Benefit to the residents of the Parramatta LGA

**9. Additional Bookings**

**9.1.** Additional bookings required throughout the season must be made in writing to Council no less than 14 days prior to the proposed date of hire

**9.2.** Additional bookings will be charged at a rate of 5% of the applicable seasonal rate

**10. Line Marking**

**10.1.** Hirers are responsible for undertaking line marking of fields to suit their playing needs

**10.2.** Where there is more than one hirer allocated to a particular ground it is the responsibility of both parties to co-ordinate their line marking requirements and scheduling

**10.3.** Only water based line marking paint may be used to mark fields. Use of herbicides, even in dilute concentration, creosote, lime and waste oil are not

permitted. Should line marking cause any damage to the playing surface, the cost of any rectification required will be charged to the Hirer

- 10.4. Storage and use of line marking paint must be in accordance with the relevant Material Safety Data Sheets

## 11. Canteen

- 11.1. The Hirer may operate canteens/kiosks only during approved periods of hire. Operation must be limited to cater for participants of the Hirer's activities only
- 11.2. The Hirer must remove all equipment and/or goods stored in the canteen during periods of inactivity
- 11.3. Hirers do not have the exclusive use of canteens
- 11.4. Supply of canteen/kiosk equipment is the responsibility of the Hirer
- 11.5. Hirers must maintain the canteen facilities, fixtures and fittings and meet all relevant health regulations to the satisfaction of Council
- 11.6. It is the responsibility of the Hirer to dispose of cooking oil and fats. Cooking oils and fats must not be tipped down drains or into grease traps. Storage must be in secure containers. Removal must be conducted regularly by a licensed contractor. Storage and disposal is at the Hirer's expense

## 12. Floodlights

- 12.1. Use of floodlights is to be in accordance with the Australian Standards for Sports Lighting. Council provides floodlights to a training standard only.
- 12.2. Floodlights are controlled by an automated system, managed by a central computer. Floodlight access is set according to approved days of use.
- 12.3. Hirers will be required to turn floodlights on and off for their training requirements or when conditions are unusually dim.
- 12.4. The Hirer is responsible for providing details of the authorised person/s including names and mobile phone numbers who require access to the Automatic Floodlighting System
- 12.5. Hirers will be issued with automatic floodlight instructions on approval of use for Parks and Reserves
- 12.6. All floodlighting on Parks and Reserve must be turned off no later than 10:00pm, with exception to McCoy Park which is 9:00pm
- 12.7. Where grounds are closed due to wet weather, Council will turn off lights on the automatic floodlight system