

## GLEN WILLOW REGIONAL SPORTS COMPLEX SEASONAL APPLICATION FORM & CONDITIONS OF HIRE

<b>CLUB DETAILS</b> Note: these will be used for invoicing purposes			
Club Name:			
Contact Name:			
Mailing Address:			
Phone:		Mob:	
Fax:		Email:	

<b>BOOKING DETAILS</b>				
Which Season		Summer		Winter
Which Fields		Outer Fields		Main Field
No. of Fields Required				
Buildings Required:	Clubhouse		Canteen	Change rooms
Sport to be played:				
Dates required:	From:	___ / ___ / ___	To:	___ / ___ / ___

<b>BOOKING HOURS (please complete table for each building/field)</b>							
Name of Building:							
Day:	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Time:							

<b>BOOKING HOURS (please complete table for each building/field)</b>							
Name of Building:							
Day:	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Time:							

<b>BOOKING HOURS (please complete table for each field)</b>							
Name of Field:							
Day:	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Time:							

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SEASONAL APPLICATION FORM & CONDITIONS OF HIRE**

<b>BOOKING HOURS (please complete table for each field)</b>							
Name of Field:							
Day:	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Time:							

<b>BOOKING HOURS (please complete table for each field)</b>							
Name of Field:							
Day:	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Time:							

<b>INSURANCE</b>			
Council requires evidence of your current Public Liability Policy, identifying and naming Mid-Western Regional Council or ' <i>any local government where the activity is taking place</i> ', with a cover of at least \$20 million, listing any policy exclusions.			
Public Liability Insurer:			
Amount of Cover:		Date:	

<b>CHECKLIST &amp; DECLARATION</b>			
Please tick. Any required documentation not provided will delay the processing of your application.			
<input type="checkbox"/>	I have attached a copy of my public liability policy.		
<input type="checkbox"/>	I have completed a Risk Assessment of the venue in relation to these specific events.		
<input type="checkbox"/>	I confirm the details I have given are correct.		
<input type="checkbox"/>	In signing this form I acknowledge that I have read and accepted the 'Conditions of Sporting Field Hire' and the Parks Usage Policy attached.		
Signature:		Date:	

<b>OFFICE USE ONLY</b>			
Fee Paid:		Receipt No:	
Date:			

<b>MID-WESTERN REGIONAL COUNCIL CONTACT DETAILS</b>			
Address:	86 Market St, Mudgee NSW 2850		
Postal Address:	PO Box 156 Mudgee NSW 2850		
Website:	<a href="http://www.midwestern.nsw.gov.au">www.midwestern.nsw.gov.au</a>		
Email:	<a href="mailto:council@midwestern.nsw.gov.au">council@midwestern.nsw.gov.au</a>		
Phone:	(02) 6378 2850	Fax:	(02) 6378 2815

# GLEN WILLOW REGIONAL SPORTS COMPLEX SEASONAL APPLICATION FORM & CONDITIONS OF HIRE

## CONDITIONS OF HIRE

### 1. Acceptance

- 1.1 Council may accept or reject any application for hire and need not give reasons for its rejection.
- 1.2 A person must not use a Sporting Field unless Council has agreed to hire the Sporting Field to that person(s).
- 1.3 No hiring arises unless Council agrees to and confirms the hire in writing.
- 1.4 Business/Commercial or Incorporated body hirers are required to submit a certificate of currency for Public Liability Insurance - The hirer shall hold a public liability policy for a minimum limit of indemnity to \$20 million. The policy shall note Mid-Western Regional Council as an interested party

### 2. Hiring Fees

- 2.1 The Hirer must pay the Hiring Fee where applicable to Council prior to usage.
- 2.2 Hire fees are in accordance with Councils fees and charges.
- 2.3. Any booking outside of a clubs regular season and / or training will incur an additional fee for the usage of the facility

### 3. Fees and Charges

- 3.1 The hirer will pay the higher fees and the bond as set out in Council's Schedule of Fees and Charges, which are reviewed annually and at Council's discretion.
- 3.2 All Fees and Charges for bookings are quoted as per the current financial year. Actual cost of hire will be in alignment with the fees and charges relevant to the actual hire period.
- 3.3 In the case of a false fire alarm, Council will pass on the costs of the call-out fee to the Hirer.

### 4. Use of the Sporting Field

- 4.1 The hirer makes no warranty as to the suitability of the Sporting Field for the Permitted Use.
- 4.2 The hirer must:
  - a. use the Sporting Field only for the permitted use during the approved hire period;
  - b. The applicant/s must immediately report any hazards, issues or damage to Council in relation to health, structure or facility conditions.
  - c. comply with:
    - i. all laws and requirements of any relevant authority regulating the Permitted Use including obtaining (and where relevant maintaining) any required consent(s) or license(s);
    - ii. all rules and regulations applicable to the use of the Sporting Field, the Reserve and the Permitted Use as may be communicated to the hirer from time to time;
    - iii. the Council Representative's reasonable directions.
- 4.3 The hirer must not do anything in relation to the Sporting Field which in the reasonable opinion of the Council is:
  - a. annoying, offensive or dangerous to other occupiers of the Reserve or to the owners or occupiers of land or buildings in the vicinity of the Sporting Field;
  - b. illegal; and/or
  - c. liable to void any insurance in respect of the Sporting Field or the Reserve or increase any insurance premium.
- 4.4 The hirer must not, without prior written approval from the Council erect signs, notices, advertisements within or upon the Sporting Field

### 5. Damage

- 5.1 The hirer will indemnify and hold harmless mid-western regional council for all loss of, or damage to, property of the council and from and against any claim, demand, action, suit or proceedings that may be made or brought against the council or its employees in respect of personal injury to, or death of, any person or loss of, or damage to, property whatsoever arising out of, or as a consequence of, the hirer's use of the council facility
- 5.2 The hirer is liable for all damage caused by it, or its members or users of the Sporting Fields or facilities and Council may recover from the hirer as a liquidated debt all monies incurred by the Council in rectifying any such damage.

### 6. Emergency Contact

- 6.1 The hirer or its nominee must be available for contact by the Council Representative during ordinary business hours.

### 7. Bond

- 7.1 The hirer must pay to the Council the Bond (if any) prior to the hire period.
- 7.2 The Bond will be refunded to the hirer on termination of the Hire once final inspection condition report has been signed off. In the event of any damage Council will deduct from the Bond the relevant amount to recover costs.

### 8. Cancellation of Use

- 8.1 Without assuming any duty of care to the hirer, Council may cancel a booking if it forms the opinion that conditions are such that the use by the hirer would cause damage to the Sporting Field(s).
- 8.2 Council may cancel the hire by giving the applicant one month's written notice where upon the Hire Fee may be refunded subject to Council's discretion.
- 8.3 Where the hirer seeks to cancel the hire without giving notice, Council may, in its sole discretion, retain or agree to refund the whole or part of the Hire Fees.
- 8.4 All cancellations or transfers of bookings must be forwarded to Council in writing two (2) weeks prior to the booked event.

### 9. No Shows

- 9.1 If the hirer does not use the Sporting Filed at the time and on the date approved by Council and in the opinion of Council the Sporting Field was fit for use, the Hire Fee will be forfeited.

### 10. Relocation

- 10.1 In exceptional circumstances, Council reserves the right to cancel a booking or relocate a hirer to an alternate Sporting Field.

### 11. Right to Refuse Application for Hire

- 11.1 Council reserves the right to refuse an application for hire of a Sporting Field or to cancel any reservation already made and to refund the Hire Fees paid. Council shall not be liable in any way for any loss or damage or otherwise in consequence of the exercise of this right.

### 12. Closing of Grounds

- 12.1 During wet weather, Council staff will do regular inspections of all sporting grounds in order to determine whether or not they should be closed. The decision to close sporting grounds is based on a number of factors including:
  - a. The type of sport scheduled to be played and the potential for damage to the playing surface;
  - b. The weather forecast from the Bureau of Meteorology;
  - c. The potential for injury to players;
  - d. The condition of the ground at the time of inspection, its drainage characteristics and its ability to recover from damage;
  - e. The length of grass and whether or not it can be cut by heavy equipment
- 12.2 The hirer of a Sporting Field is to take responsibility of the ground and its condition. If a ground does not look safe, or is too wet to play on, the hirer is to cancel their booking.
- 12.3 As weather is unpredictable, the Licensor at the direction of Council reserves the right to alter its decisions on any ground closures after considering current weather conditions.
- 12.4 A Sporting Field may be closed for play at any time and for any reason reasonably determined by Council at its sole discretion.

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## 13. Inspections by Council Officers

13.1. The hirer acknowledges that Council Officers conduct periodic inspections of their facilities to ensure that these conditions and any associated hire arrangements are being met. The hirer must provide access to the Sporting Field(s) and comply with the instructions of the Council Officers or their nominated representatives at all times.

## 14. Out of Hours Service

14.1 Operational difficulties that occur outside the normal office hours should be directed to the Council's after hours service on 02 63 782 850.

14.2 Call out charges may be applicable if they relate to the misuse of the Reserve or the Sporting Fields or to errors made by the hirer. For example, the hirer may be charged a call out fee if the Council is required to open a Sporting Field because the hirer forgot to pick up a key.

## 15. Noise

15.1 The hirer must ensure that noise levels are kept to a minimum to avoid disturbance to others users and residents in adjoining areas. Noise levels must not exceed 60dbi at the edge of any sporting event. 60 dbi is equivalent to the noise made in a regular conversation.

15.2 The use of small domestic music players is permitted within Council's sportsgrounds, parks and reserves to a reasonable level.

15.3 The use of sound amplification systems and microphones is prohibited unless prior approval is provided by the Council.

## 16. Residential Amenity

16.1 Owners of adjoining properties are not to be disturbed by excessive noise, offensive language, bad behaviour or any other activity likely to cause disturbance.

16.2 All reasonable attempts are to be made that struck, kicked or thrown balls or equipment do not leave the Reserve or Sporting Field either into private property or onto adjacent roads.

## 17. No Warranty

17.1 The hirer acknowledges that prior to engaging in the Permitted Use, it has inspected the Sporting Field and has determined its suitability for the Permitted Use and accepts the Sporting Field in its present condition and also on the day of use.

17.2 The hirer agrees to inspect the Sporting Fields prior to each day of use and confirm that the grounds are satisfactory and safe for the Permitted Use. If the grounds are not safe or satisfactory the hirer is to contact the Council on the next business day and agrees not to use the grounds on that day until the condition of the Sporting Field has been made safe and satisfactory for the Permitted Use and the hirer is satisfied with the condition of the Sporting Field.

17.3 Council makes no warranty as to the fitness or continued fitness of the Sporting Field for the Permitted Use.

## 18. Flammable Substances

18.1 The hirer is to ensure that Hazardous substances flammable, volatile and explosive substances are not taken to the Reserve or the Sporting Fields at any time.

## 19. Emergency Access, Fire Exits and Fire Fighting Equipment

19.1 The hirer must:

- a. Ensure that fire and emergency exits are clear of all impediments thereby allowing the free passage of vehicles and persons at all times;
- b. Ensure the operation of fire doors; fire exit signs and fire fighting equipment are not interfered with or removed from the designated location;
- c. That emergency vehicles have access to the Reserve and the Sporting Fields at all times;
- d. Ensure that persons attending the event do not have explosive, flammable or volatile substances in their possession;
- e. Ensure that there are no exposed flames; and
- f. Ensures that it contacts the appropriate emergency services where required (For Fire Brigade, Police or Ambulance call Emergency Number 000).

## 20. Medical/ First Aid Measures

20.1 It is the hirers responsibility to ensure that adequate medical and first aid equipment is available during the Hours of Use.

## 21. Keys

21.1 Where the hirer is given keys to the Sporting Fields or facilities located on the Reserve then copies must not be made of them.

21.2 The keys remain the property of the Council and are returnable on demand. A fee, as determined by the Council is payable in respect of any lost keys.

21.3 Keys must not be passed on to another organisation or individual without the prior written consent of the Council.

21.4 The hirer will be required to pay the cost of replacement of any keys if they are lost or not returned to the Council.

21.5 It remains the responsibility of the hirer to organise the pick up of keys prior to the booking

## 22. Restricted Articles

22.1 Articles such as confetti, chewing gum and fireworks are not permitted in or near any part of the Reserve.

## 23. Smoking

23.1 Smoking inside any the Council's buildings or facilities located on the Reserve is prohibited under the Smoke Free Environment Act 2000.

## 24. Alcohol

24.1 The sale, presence and consumption of alcohol is prohibited in the Reserve without the appropriate Licensing.

## 25. Parking

25.1 No vehicles are permitted on the Sporting Fields. Any parking is to be within the designated parking areas only

## 26. Advertising

26.1 The hirer must obtain the Council's written approval prior to the erection of any advertising signs at any function/ activity on the Reserve and must not otherwise display any signs or advertisements.

## 27. Canteen Usage

27.1 Hirer's may have use of canteens facilities as part of the Common Areas of the Reserve during the Hire Period and during such other times as may be approved by the Council subject to such reasonable terms and conditions as imposed by the Council from time to time including but not limited to:

- a. The hirer being responsible for the maintenance and cleaning of the canteen.
- b. Canteen staff must be certified and follow appropriate food handling guidelines in alignment with current food safety laws in NSW.
- c. any additional equipment bought into the canteen for use must meet Australian standards and be tagged and tested.
- d. The hirer must ensure that the facility is appropriately equipped for correct use of any additional equipment bought in and is used in alignment with Australian building standards ie. deep fryers may only be used where exhaust fans have been fitted.

## 28. Electrical Equipment

28.1 The installation of any electrical equipment is not permitted unless prior written approval is provided by Council.

## 29. Hours of Use

29.1 The hirer may only use the sporting field during the allocated Hours of Use.

29.2 No activity is to commence prior to 7.00am on any day, Low noise activity, such as field set up may commence at 6.00am subject to the prior approval of the Licensor.

29.3 No competitive sport is to commence prior to 8.00am on any day.

29.4 No field activity is to occur after 10.00pm on any day.

29.5 Field lights are to be turned off by 10.00pm

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### **30. Security**

30.1 Council is responsible for the overall security of all Council facilities. However, in using the Sporting fields or Reserves, including the Common areas (where applicable) the hirer is required to ensure that:

- a. Buildings are secured when not being used.
- b. When a key is issued to the hirer, it is not to be copied for any reason and must be returned to the Council at the end of the Hire Period or the Term or as agreed
- c. Gates and doors are to be locked when facilities located on the Reserve are not in use.
- d. The hirer must notify the Council of the hirer's authorised representative who is to be responsible for locking gates and must provide the Council with a contact number in case of emergencies.
- e. The hirer must advise the Council immediately if there is any breach of security.
- f. The hirer acknowledges that security cameras are present in the facility and that footage obtained from these may be used for the purposes of monitoring appropriate use and behaviour.

### **31. Waste Management**

31.1 To ensure that the Reserve and Council's sportsgrounds, parks and reserves are preserved, the hirer must ensure the removal of all waste generated by the hirer and its guests, visitors, player's members and canteen operators.

31.2 Council offers a waste management service for a fee (refer to the Council Annual Fees and Charges), and recommends that a 240 litre waste bin is provided for every 50 persons per event.

### **32. Directions**

32.1 The Council may issue directions to the hirer concerning the use of the Reserve and the Sporting Fields; the hirer must immediately comply with all such reasonable directions.

### **33. Observance of Laws**

33.1 The hirer must strictly observe all laws, rules, regulations and ordinances. It is the hirer's responsibility to ascertain which laws, rules, regulations or ordinances may be applicable to the Permitted Use.

### **34. Child Protection**

34.1 The hirer acknowledges and warrants that where the Permitted Use of the Sporting Field involves children under 18 years that it has and will at all times comply with the requirements of the Child Protection (Prohibited Employment) Act 1998 and the Commission for Children and Young People Act 1998.

34.2 The hirer must comply with the mandatory guidelines available from the Commission for Children and Young People and which are also available on their website [www.kids.nsw.gov.au](http://www.kids.nsw.gov.au). These guidelines contain forms including declarations and consents which must be made by prospective employees.

### **35. Use for Sale of Goods or Advertising.**

35.1 The hirer acknowledges that Sporting Fields, parks and reserves forming part of the Reserve may not be used for the sale of products for profit or for advertising purposes, unless prior written approval has been obtained other than the sale of canteen food and drinks.

### **36. Disputes**

36.1 Notwithstanding any other provision of the hire agreement, the hirer acknowledges that any disputes arising between the hirer and any employee, agent or contractor of the Council shall be referred to the Council's Public Officer whose decision on the dispute shall be final and binding on the parties.

### **37. Reporting**

37.1 Should there be an accident or injury arising through the hirer's use; the hirer must inform Council within seven (7) days of the incident.

37.2 The Hirer must notify Council in writing immediately upon becoming aware of any broken facilities or dangerous conditions of the Sporting Field.

### **38. Co hire**

Where co hire is auspiced by a local sporting club written confirmation must be provided to Council for approval.