

CONDITIONS FOR HIRE OF OVALS

1. GENERAL

The Ovals are hired only in accordance with the conditions set out hereunder and the payment of the hire charge and security deposits current at the time the oval is to be used. The payment of the hire charge at the time of making the application shall be deemed to be the acceptance of all conditions hereunder including acceptance of the condition that should the hire charge and/or security deposits be increased, the applicant will pay the additional amount before the Oval is used.

The applicant shall be the Hirer for the purpose of these conditions.

The Council expressly reserves the right at its absolute discretion to refuse to accept any booking and the Council shall not be liable for any claim, demand, proceeding, cost, charge or expense whatsoever in relation hereto.

Management of Smoking in Public Places Policy

Council has adopted a Smoking in Public Places policy to promote a healthy environment and amenity for others and to overcome gross litter problems.

This policy prohibits smoking of any form on or around all Council playing fields, sporting grounds, beaches, bushland and foreshore reserves.

It also places a responsibility on all sporting clubs using Council facilities to assist Council in promoting by NSW Health as part of the "Smoke Free NSW" Program, including:

- banning smoking by under 18s at club activities;
- banning coaches from smoking whilst coaching or training;
- banning smoking by team players at training sessions;
- requiring team meetings on the field or during breaks to be smoke free;
- banning the sale of tobacco products at club facilities.

2. HOURS OF USE

- (a) Full day use: 8.00am to 6.00pm, Monday to Saturday inclusive
9.00am to 6.00pm, Sunday
- (b) Half day use: 8.00am to 1.00pm, Monday to Saturday inclusive
9.00am to 1.00pm, Sunday
1.00pm to 6.00pm, Monday to Sunday inclusive
- (c) Saturday morning use by Junior Sporting Organisations and local schools –
8.00am to 12.00pm.
- (d) Afternoon/evening use during summer (no flood lights) – 4.00pm to 8.00pm
- (e) Night use including floodlights – 5.00pm to 9.00pm.

3. GROUND HIRE

The Hirer of an Oval must pay the charge for the hire of Ovals and lodge a security deposit to cover the Hirer's obligation to clean and leave the Oval and its surroundings free of garbage and rubbish created as a result of the use of the Oval.

Hirers who arrange to have the Oval and surrounding reserve sparrow picked and the garbage and rubbish collected and deposited in the bins provided by Council to the satisfaction of the General Manager or his delegate will have the security deposit relating to cleaning the Oval and surrounds refunded.

Hirers who do not leave the Ovals and surrounds in a clean and tidy condition to the satisfaction of the General Manager or his delegate will have the cost of such cleaning deducted from the security deposit and whatever amount remains will be refunded.

The hire of an Oval, and the charges paid to Council for such use, whether for day use or night, does not include the right to use the pavilion facilities (ie. change rooms, kiosk, etc).

4. PAVILION (excluding Clubhouse) USE

(i) General

There is no separate hire charge for the use of pavilions. However, hirers of an Oval who wish to use Pavilion facilities (ie. change rooms, kiosk, etc. excluding Clubhouse) must lodge with Council a security deposit to cover the hirer's obligation to clean and leave the pavilion facilities in a clean and tidy condition, and a security deposit to cover the return of the key.

Hirers must be aware when using the Pavilion that:

- a. Gas bottles are prohibited from being stored at any time within or beneath the pavilion buildings.
- b. Placement of refrigerators is prohibited within the pavilions without the written consent of Council.
- c. Placement of any electrical equipment without current compliance tags is prohibited. Appliances without current tags will be removed.

(ii) Cleaning

Hirers, who arrange to clean the Pavilion facilities to the satisfaction of the General Manager or his delegate, will have the security deposit relating to such cleaning refunded.

Hirers who do not clean the Pavilion facilities to the satisfaction of the General Manager or his delegate, will have the cost of such cleaning deducted from the security deposit and whatever amount remains, if any will be refunded.

The following must be attended to:

1. All change rooms and toilets hosed
2. Litter and waste removed and placed in bins
3. No equipment or goods or food left in corridors, change rooms, toilets or kiosk

(iii) Keys

It is the Hirer's obligation to collect the key to the Pavilion from and return to the Council.

Keys may only be collected with prior arrangement. Please telephone Council's Venue Coordinator on 9932 4502.

Keys will only be supplied on the production of a Council receipt showing payment of the hire charge, security deposit covering the cleaning of the Oval and surrounds, security deposit covering cleaning of pavilion facilities and security deposit covering return of the key.

(iv) Locked Pavilions

It is the Hirer's responsibility to lock pavilions on completion of use.

Failure to lock up premises will automatically result in all of the security deposit not being refunded.

(v) Hours of Use

Pavilions shall only be used in conjunction with the hire of an Oval and then only used during the hours applicable to the hire of the Oval plus one half hour before and one half hour after.

(vi) Balmoral Oval Pavilion- Upstairs Meeting Room

Oval hire fees do not cover the hiring of this facility. The meeting room may be hired separately subject to payment of applicable fees as outlined in the attached charges for use schedule.

5. USE OF FLOOD LIGHTS

Hirers who hire an Oval for night use must turn the lights on and off. In this regard, lights, which have been turned off, shall not be turned on again for at least 15 minutes. If this condition is not complied with and damage occurs, the hirer will be responsible to pay the cost of such repairs.

The floodlights are controlled by an interval time and cannot be turned on before 5.00 pm and will automatically if not already turn off at 9.15 pm.

Hirers who want to use the Oval, its facilities and lights after 9.15 pm must make a special application to the General Manager or his delegate. If such application is approved, it will be subject to special conditions, including an additional hire charge.

6. GROUNDSPERSON ON DUTY

It is Council's responsibility to have the Oval prepared for the purpose referred to on the Application to hire the Oval.

Should the Hirer require a groundsperson on duty for part of the full day, the hirer will have to pay the cost of such attendance.

Hirers who hire an Oval for Sunday use must accept that the Oval has been used on the Saturday and should such Hirer require any special preparation for the Sunday use, then the Hirer must pay the cost of a groundsperson (if available) attending the Oval to undertake such preparation.

7. OVAL BOOKINGS

Application for oval bookings shall be made on the application form attached to these conditions available at Council's office.

All applications shall be accompanied with a minimum of 50% of the Oval hire charge with the balance being paid 21 days prior to the booking. Failure to pay the balance of the Oval hire charge, security deposit covering the cleaning of the Oval and surrounds and if applicable, security deposit covering cleaning of pavilion facilities and security deposit covering return of key, 21 days prior to the booking, will result in forfeiture of the amount already paid, no guarantee of the booking and the need to make a fresh application, pay the Oval hire charge and deposits, should the booking date still be required.

8. CANCELLATIONS

(i) Wet Weather

If Council closes the Oval because of wet weather, the Oval hire charge and all deposits less an administration charge of \$50.00 will be refunded.

(ii) Cancellation by Council

Council reserves the right at its absolute discretion to cancel any booking where publicity material associated with the fixture or function has been illegally posted within the Council area. In this circumstance, the hire charge and security deposits lodged with Council shall be forfeited and Council shall not be liable for any claim, demand, proceeding cost, charge or expense whatsoever in relation thereto.

(iii) Cancellation by Hirer

The Hirer shall give Council 21 days written notice of a cancellation and if such notice is given, the Oval hire charge and deposits, if applicable, less an administration charge of \$50.00, will be refunded.

Failure on the part of the Hirer to give 21 days written notice of a cancellation will result in the Oval hire charge and deposits, if applicable, being forfeited to Council and Council shall not be liable for any claim, demand, proceeding, cost, charge or expense whatsoever in relation thereto.

9. SUBLETTING

The Hirer shall not sublet the premises or any section or part thereof.

10. CLEANLINESS

The Hirer shall at all times keep the premises (ie Oval, surrounds, and pavilion facilities) in a clean condition and will not permit any nuisance thereon or therein.

11. DAMAGE

The Hirer shall be responsible for the safekeeping of and the cost to Council of making good any damage caused to structures, fencing, pavilion (including furniture and fittings), Oval and park furniture and the like associated with the Oval and pavilion, arising out of and as a consequence of their or their respective invitees use of the Oval and Pavilion, reasonable fair wear and tear alone excepted.

12. FURNITURE AND FITTING

The Hirer will not remove or cause the removal of any furniture, equipment or other contents owned by the Council from their usual position without reference to an authorised officer of Council.

13. INDEMNITY

The Hirer will indemnify Council, its officers and members for and against all damages, costs, claims and demands, which are or may be made against the Council by the Hirer or any person, using the premises in connection with the Hirer's purpose, for any loss, injury or damage to persons or property sustained whilst in or upon the premises/property.

Seasonal hirer's shall have a Public Liability Policy of at least \$20,000,000. This Policy shall hold indemnified the Council, its officers and members for any damage, injury or accident on the premises during and in connection with the Hirer's occupancy or use.

14. INSURANCE OF GOODS AND EQUIPMENT

The Hirer shall be responsible for insuring any equipment or goods left on Council premises. The Hirer acknowledges that the Council shall not be responsible for the loss or damage to any property belonging to the Hirer, its members or guests left on Council premises due to any reasons whatsoever.

15. NUISANCE

During the period of hire of the Oval, the Hirer shall not permit anything to be done which is disorderly or offensive to religion or people's beliefs or morality or which will adversely affect the amenity of the immediate neighbourhood.

16. CONTROL OF MEMBERS

The Hirer shall be responsible for control, proper conduct and order of members of his/her party, group or club and other persons in attendance at the Oval during the period of hire so as not to permit or suffer any disorderly conduct.

17. RIGHT TO PROHIBIT USE

The General Manager or his delegates have the right to prohibit the use of a playing field on any day when in his opinion such use will or is likely to cause undue damage to the playing surface. In this circumstance, Council shall not be liable to any claim, demand, proceeding, cost, and charge or expense whatsoever in relation thereto.

18. USE OF OVAL WHEN CLOSED

The Hirer will be held responsible for members of his/her party, group, club or organisation who may use the Oval on the day of the booking when the Oval is closed.
The Hirer will be held responsible for all cost of repairs to damage caused by such use.

19. ADMISSION CHARGE

Should the applicant wish to make a charge for admission to the Oval, an application must be made to and approved by Council before such charge can be made.

20. INTOXICATING LIQUOR

Intoxicating liquor shall not be taken onto any public reserve and consumed thereon. In this regard, it is to be noted that all Council's Ovals and Pavilions are on public reserves.

21. AMPLIFICATION OF SOUND

Council will **not** permit the amplification of sound in any form in connection with the hire and use of an Oval without prior approval.

22. SALE OF FOOD

The preparation and/or sale of food and drink shall be in accordance with the provisions of the Food Act 2003 and any requirements of Council's Manager Environment and Services. The Hirer shall have sole responsibility for ensuring that these requirements are fulfilled.

Council will not accept responsibility for any claims or damages sought under this requirement by reason of the conditions of the premises, facilities or equipment, and the licensee hereby indemnifies Council against any such actions or damages.

The Hirer shall complete a notification of the food business with the NSW Food Authority. Notification can be completed at www.foodnotify.nsw.gov.au.

23. FIRST AID

It is the responsibility of the Hirer to provide their own first aid facilities, equipment and first aid officer during the period of the hire of the Oval. The Hirer is required to comply with the Sports Safety Guidelines (obtained from council's Venue Coordinator).

24. ERECTION OF TENTS AND MARQUEES

Council does not permit the erection of tents or marquees on its Reserves, Parks or Ovals without prior approval from the General Manager or his delegate. (Fees have been set in respect of the erection of marquees on Council's reserves, ovals, etc.)

25. RECOGNISED LOCAL ORGANISATIONS

The conditions for the hire of ovals shall apply to recognised local organisations subject only to the following exceptions:

(a) Payment of Accounts

Council shall forward to recognised local organisations accounts in respect of Oval usage and such accounts shall be paid in full within 28 days of the recognised Local Organisation receiving the account. Any amounts outstanding after 28 days will be subject to interest at the maximum rate fixed by the Department of Local Government for outstanding Council rates.

(b) Bookings

Season bookings have priority over Casual hirers. Casual bookings are not permitted until 6 weeks prior to commencement of the season. Seasonal bookings can be made up to 12 months before the commencement of the season.

Applications made by recognised local organisations for use of an Oval where the recognised local organisation is not participating will be subject to the payment of charges applicable for non-local organisations as determined by Council from time to time. Council suggests that local organisations provide a season fixture at time of booking.

Applications by recognised local organisations, for use of Ovals shall be made in writing prior to 1 August each year for the Summer Season and prior to 1 February each year for the Winter Season.

Seasonal Bookings can only be confirmed with the payment of the 10% of season hire with the balance to be made up by 30 June for the Winter and 30 December for the summer.

(c) Cancellation of Bookings

The general conditions relating to cancellation of bookings (condition 8) shall apply to recognised local organisations.

(d) Security Deposits

Each recognised local organisation shall lodge with Council the application for use of Ovals, a security deposit of \$300.00 to cover cleaning of the Oval and surrounds and the Pavilion facilities. A separate deposit is required for the return of keys to the Pavilion.

The security deposit will be deducted from the final account at the end of each season should the recognised local organisation always leave the Oval and or Oval surrounds and or the Pavilion facilities in a clean and tidy condition.

Should, however, the facilities not be cleaned and it is necessary for Council to do so, the cost of such will be deducted from the deposit held. These funds must be reimbursed within 14 days of Council giving notice to do so.

26. SCHOOLS

The Conditions for the Hire of Ovals shall apply to schools subject only to the following exceptions:

(a) Payments of Accounts

Council will forward schools an account for each season of using the oval and such account shall be paid in full within 28 days of the school receiving the account. Accounts outstanding after 28 days will be subject to interest at the maximum rates fixed by the Division of Local Government for outstanding Council rates.

(b) Bookings

Applications by Schools for permanent or regular use of Ovals shall be made in writing prior to 1 August each year for the Summer Season and prior to 1 February each year for the Winter Season.

(c) Cancellation of Bookings

The general condition relating to cancellation of booking conditions shall apply to schools.

(d) Guarantees

Council requires the Principal of each school which uses an oval to provide a written guarantee to Council that a teacher will be in attendance during the use of the Oval and that the oval and its surrounds will be left free of garbage and rubbish created as a result of the use of the Oval. Failure on the part of the school to leave the Oval and its surrounds in a clean and tidy condition will result in the cost of such cleaning being a debit against the school and may result in cancellation of the right of the school to use Ovals. Payment for cleaning must be made within 14 days of the school receiving the account.

(e) Deposits

The use of Pavilion facilities will only be approved on the payment of the security deposit and compliance with the Conditions of Hire.

27. WET WEATHER

When in doubt as to the availability of an Oval during wet weather, the Hirer should telephone 9978 4136 for a recorded message.

28. ARBITRATION

In the event of any dispute or difference arising as to the interpretation of these conditions, or as to any matter or thing herein contained, or as to the meaning of any of these terms and conditions, the decision of the General Manager of this Council thereon shall be final and conclusive.

29. SAFETY OF PLAYING FIELDS

There is a mutual obligation to ensure that playing surfaces are safe. Council's endeavour to provide within available budgets sportsgrounds and associated facilities that are fit for the intended use associated with allocation.

All users are responsible for checking on the condition of the ground before the commencement of use to ensure that it is safe. In the event that it is not safe the ground must not be used until the hazard has been rectified. If it cannot be rectified by the hirer contact must be made with Council's Venue Coordinator on 9932 4502 between the hours of 8.30am – 5.00pm Monday to Friday or Council's Rangers on 0419 784 081 outside business hours.

Where crowd control barriers are required they be placed, monitored, removed and stored appropriately during the course of the day observing the requirement of any applicable Plan of Management.

30. COUNCIL'S RANGERS

Outside normal working hours, all problems should be referred to a Council Ranger by telephoning 0419 784 081.

Mosman Municipal Council's Terms and Conditions for the Hire of Ovals

I _____ a duly authorised person,
being (position) _____ of (organisation) _____
have read, understood and will comply with the Conditions outlined on pages 1-8 of the Conditions
for Hire of Ovals Policy.

*This page must be completed and returned to Mosman Council with your Seasonal Bookings of
Council's Ovals application form. Forms can be downloaded from
<http://www.mosman.nsw.gov.au/council/forms>*