



CARRATHOOL SHIRE COUNCIL

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Form: 230

Doc Id: 341532

Hillston Sports Pavilion & Stan Peters Oval Facility Hire Agreement

Privacy Notification (Privacy and Personal Information Protection Act 1998 – Section 10) - The personal information that Council is collecting from you on this application form is personal information for the purposes of the Privacy and Personal Information Protection Act 1998 ('the Act'). The intended recipients of the personal information are officers within the Council and any person wishing to inspect the application in accordance with the Local Government Act 1993 or the Government Information (Public Access) Act 2009. The supply of the information by you is not voluntary and if you cannot provide or do not wish to provide the information sought, the Council will be unable to process your application. You may make application for access or amendment to information held by Council. You may also make a request that Council suppress your personal information from a public register. Council will consider any such application in accordance with the legislation. Council is to be regarded as the agency that holds the information. Enquiries can be addressed to Council by telephoning 02 6965 1900.

Applicant Details						
Association / Club Name						
Contact Name						
Position						
Postal Address						
Contact Number/s						
Email						
Hire Details						
Regular Hirer <input type="checkbox"/>		Any person or group of persons who create an income, personal financial gain or profit from the activity, sole traders or registered businesses, corporation or incorporated bodies, sporting bodies, club or association of any kind. <i>A valid Public Liability Insurance policy is a compulsory condition of hire (refer condition 21). A copy of your Public Liability Insurance Certificate of Currency must be submitted with application. Applications cannot be processed without insurance information.</i>				
Casual Hirer <input type="checkbox"/>		Any person or group of persons (not being a sporting body, club, association, corporation or incorporated body), who hires a Council facility for non-commercial or non-profit making purposes. <i>Will be covered by Council's Casual Hirer's Insurance.</i>				
Amenities Required		<input type="checkbox"/> Sports Field <input type="checkbox"/> Change Room <input type="checkbox"/> Netball Court		<input type="checkbox"/> Canteen <input type="checkbox"/> Timekeepers Box <input type="checkbox"/> Toilets		
Facility Use is for						
Competition <input type="checkbox"/> N/A		First Date: / /		Last Date: / /		
Training <input type="checkbox"/> N/A		First Date: / /		Last Date: / /		
Day/Date	Comp/ Train	Start Time	Finish Time	Floodlight Times		Approx Number Users
				On	Off	
Monday -						
Tuesday -						
Wednesday -						
Thursday -						
Friday -						
Saturday -						
Sunday -						



Hillston Sports Pavilion & Stan Peters Oval Facility Hire Agreement

Insurance					
Public Liability Insurance details attached <input type="checkbox"/> N/A (Casual Hire) <input type="checkbox"/>					
Associations/Clubs are required to provide a copy of competition draws.					
Registration Details: Junior: Male..... Female..... Senior: Male..... Female.....					
Additional Information					
Key Required for Pavilion / Ground (<i>maximum 2</i>)				<input type="checkbox"/> Yes <input type="checkbox"/> No	
Do you propose to display advertising boards/banners				<input type="checkbox"/> Yes <input type="checkbox"/> No	
Will alcohol be sold or consumed? <i>If yes, a liquor licence must be obtained and a copy provided to Council</i>				<input type="checkbox"/> Yes <input type="checkbox"/> No	
Will there be use of PA systems or loudspeakers?				<input type="checkbox"/> Yes <input type="checkbox"/> No	
Do you propose to sell food? (<i>kiosk/canteen</i>) <i>If yes, and a food business is providing food, a copy of their Food Business Licence must be provided to Council. Food provided by Charities, Groups and Volunteers are exempt from providing documentation if the food requires no temperature control or when the food will be eaten immediately after thorough cooking.</i>				<input type="checkbox"/> Yes <input type="checkbox"/> No	
Will there be sale of items other than food?				<input type="checkbox"/> Yes <input type="checkbox"/> No	



Conditions of Hire for Sportsgrounds and Facilities

1. The agreement provides exclusive use of the playing area and amenities building at the respective sportsground for the purpose of scheduled training and matches, for their duration only. Members of the public who wish to use the non-exclusive areas of the sportsground must not be impeded by the hirer.
2. **Timekeepers Box:** The elevated timekeepers box is only to be used by match officials, who are directly involved with the game being played. No general access or children under 16 years are permitted within the area. No alcohol is permitted within the timekeepers' box. Failure to comply will result in all use of this area being removed.
3. The use of amplifiers, generators, starting pistols, the establishment of any stall, the erection of temporary buildings, ie tents, marquees, etc. the operation of any amusement equipment and the sale of foodstuffs are prohibited unless written approval is given.
4. All sporting organisations/ clubs are to supply Council with a copy of their draw, if applicable, showing when all home games are going to be played for the season and a copy of their annual report prior to the first round of matches as well as the registration numbers for the previous year. Failure to supply this information may result in a review of future allocations to that body.
5. Any noise generated by the use of the reserve is to be in compliance with the *Protection of the Environment Operations Act 1997*.
6. While Council will use its best endeavours to prepare grounds, due to weather and other factors it is the responsibility of the hirer of the ground to check the condition of the ground immediately prior to occupation and determine whether the ground is fit for its intended use. Council will not accept any responsibility for injury caused by usage of sportsgrounds in an unfit condition for intended use under this agreement.
7. Notwithstanding condition (6) above, from time to time Council may wish to cancel matches or training due to ground conditions. The hirer is to comply with these cancellations. Further, in wet weather conditions it is the responsibility of the hirer to ensure players' awareness of Council's cancellations.
8. The hirer of the ground shall report details of any accidents or other incidents involving personal injury or property damage, in writing, to Council by the next business day.
9. The hirer of the ground is responsible for ensuring that the behaviour of players and attendees at the event is respectful of the right to quiet enjoyment of other park visitors and park neighbours. School groups must be under the effective supervision of a school teacher at all times and sports users must provide effective adult supervision of under 18 players.
10. No alcoholic drink is to be taken onto the sportsground unless in compliance with a liquor licence obtained by the hirer (with Council's endorsement), and where liquor is served in compliance with the *Liquor Act 2007*. Generally, Council does not favour the service and consumption of alcohol at events where children are present.
11. The sportsground is to be left in a clean, playable and tidy condition. Failure to do so will result in costs of remediation being passed on to the hirer and place future bookings in jeopardy.
12. Keys are obtainable upon approval from Council's Office.
13. The hirer must comply with all Council requirements which may be displayed on notice boards erected at the sportsground and it should be noted that penalties apply for breaches of such notices. This particularly applies to "Ground Closed" notices.
14. Informal sports use – there are to be no games of high impact traditional winter sports on the sportsgrounds (ie Soccer, rugby league, rugby union, AFL, touch football) without a booking.
15. The parking of vehicles on the sportsgrounds is prohibited unless special approval is given.
16. Hirers must comply with any special conditions set in writing by Council from time to time, governing the protection of the playing surface or control of potential impacts on the neighbourhood.



Hillston Sports Pavilion & Stan Peters Oval Facility Hire Agreement

17. Council is not responsible for security or replacement of any equipment supplied by the hirers.
18. Hirers may not carry out any maintenance to the facilities or remove goalposts or temporary barriers which have been erected by Council, without Council's prior written consent.
19. Any use of portable goal posts must meet the goal post safety requirements published by Standards Australia and NSW Office of Fair Trading.
20. Toilets must be opened for the players and public during the competition and training times. The hirers must ensure that all areas including canteen, change room, toilets and gates are securely locked after use.
21. All Regular hirers must have a current public liability insurance policy of at least \$20,000,000 covering the entire period of facilities usage. A copy of this policy is to be supplied to Council prior to season commencement and also if it is updated during the season. Failure to do so may result in cancellation of facility allocation.
22. The hirer is responsible for cost restoration of damage to fields and/or facilities, including damage from use in wet weather or other misuse. Council reserves the right to undertake any repairs and invoice the user.
23. All hirers of sports facilities are to ensure that there is a suitably qualified first aid officer in attendance during play of all games on Council facilities.
24. Equipment brought onto the grounds must be removed on the same day. Equipment is not to be stored in amenity buildings without prior approval of Council.
25. The use of metal pegs is prohibited at the grounds. Plastic pegs are permissible but must be removed on the same day.
26. To discourage vandals from accessing the premises valuable goods (cash, alcohol) must not be stored on the premises outside activity operations.
27. Exclusive use of the canteen cannot be guaranteed. All stock and appliances such as a freezer, refrigerator, pie heaters etc will be the responsibility of the user.
28. All items in the canteen, storage areas and sports ground must be removed prior to the end of the licence period unless written permission is obtained from Council. Failure to remove items will result in Council removing said items at the hirer's cost.
29. **Smoking is prohibited** within all Council buildings, including the Sports Pavilion. Sale of cigarettes is also prohibited. Your club/association is to include notification of this prohibition in literature to club members and visiting teams, and seek the cooperation of match participants and spectators with the prohibition.
30. **Indemnity:**

The hirer will indemnify and keep Council indemnified for and against loss of, or damage to, Council property including buildings, furniture, fittings, flooring surfaces, grounds and landscaping where the loss or damage was reasonably preventable.

The hirer will indemnify and keep Council indemnified for and against all claims, actions, suits, costs and demands which may be made or recovered against Council by any person whatsoever in respect of any loss, injury (including death) or damage sustained in respect of or arising out of the hiring or use of a sportsground, park, oval, court, garden or reserve except to the extent that such loss, injury or damage is caused by the negligence of Council, its servants or agents.

In the event of an emergency, please phone emergency services on 000. In the event of damage sustained to Council facilities that requires an immediate response please call the Building and Regulatory Services Manager (02) 6965 1900. To report any other issues or provide feedback, please phone (02) 6965 1900 or email council@carrathool.nsw.gov.au.

31. Cricket matches on turf wickets
 - a) Cancellations of casual turf wicket bookings – must be received in writing by close of business the Tuesday prior to the booked date.



Hillston Sports Pavilion & Stan Peters Oval Facility Hire Agreement

- b) Should rain occur which will cause damage to the wicket, the hirer is to cancel the match for the day and advise Council.
- c) Should the wicket be damaged by indiscriminate usage by the hirer, a fine will be incurred, along with the cost for the assessed damage, and no further hiring of Council's grounds will be permitted.

NOTE: The person or sporting body to whom this licence is issued must ensure that all persons under their control using Council's sportsgrounds are aware of Council's "Conditions of Hire for Sportsgrounds and Facilities".

***FAILURE TO OBSERVE THE ABOVE CONDITIONS MAY RESULT IN
CANCELLATION OF ANY FUTURE BOOKINGS.***

Agreement	
I certify that the information supplied is correct to the best of my knowledge and will advise Carrathool Shire Council of any alternations.	
I have read and agree to abide by Carrathool Shire Council's Conditions of Hire for Sportsgrounds and Facilities and any other conditions as advised by Council.	
Name	
Signature	Date: / /