



Terms & Conditions

Hire of Sutherland Shire Council's Sporting Fields, Tracks and Courts

- 1) The Hirer will pay Council the Hire Fee on or before the Hire Date & Time or within 28 days of receiving a Tax Invoice from Council. The Hirer may only use the Facility in **Item 2** during the "Hire Period" (**Item 2**) and must not enter or use any other area.
- 2) The Hire Fee is payable by the Hirer regardless of whether the Hirer actually occupies the premises for the Hire Day & Time specified in (**Item 2**) of the Schedule.
- 3) The Hire Fee is reviewed annually and adjusted on 1st July each financial year and specified in Council's Fees and Charges (available on Council's website – www.sutherlandshire.nsw.gov.au)
- 4) Council reserves the right to introduce and charge a Security Bond from which will be deducted costs of damage and cleaning resulting from the Hirer's activities. Council retains the right to retain a portion of the bond, in its absolute discretion.
- 5) Council makes no warranty as to the state and condition of the premises. The premises are hired as they are found by the Hirer.
- 6) Council may cancel any Hire Date or Time for the following reasons without notice unless specified:
 - a) Urgent maintenance or repairs for safety reasons
 - b) Weekday closures of fields due to weather issues (Council's wet weather line is 9710 0105) Weekend closure of fields will be at the Club/Association's discretion unless unreasonable use of the fields occur during wet weather conditions.
 - c) Non urgent maintenance (upon one weeks notice)
 - d) Any other reason (upon one month's notice) – playing in wet weather and causing damage

The Hirer agrees that apart from a credit for Hire Fee due for the cancelled date there will be no entitlement to compensation by the Hirer against Council arising from cancellation.

In addition, Council expressly reserves the right in its absolute discretion to refuse to accept any hire or to cancel any hire already made, and the Council shall not be liable for any loss, damage or injury in consequence of the exercise of this right. In these circumstances, Council may refund any portion of fees paid if such refund is considered warranted.

Council is not liable for any loss, damage or injury which may arise from cancellation of any activity, due to the circumstances beyond Council's control. Cancellation of booking may incur a loss of Hire Fee. Cancellation of Kareela bookings requires 24 hours (weekdays) or 48 hours (weekends) notice, non notification incurs loss of full hire fee.

7) PUBLIC LIABILITY

a) Hirers Responsibility

- (1) The Hirer warrants that it will inspect playing surfaces and facilities prior to each use to ensure the surfaces and facilities are in safe condition for use. The Hirer shall inform Council of any defect in the facility's condition likely to pose a threat of injury to persons.
- (2) Any injury or property damage (including to neighbouring properties) caused by or arising from the usage of the facilities by the Hirer is the responsibility of the Hirer. The Hirer is responsible to manage the conduct of all persons entering the Facility including spectators and children.
- (3) Council will not accept responsibility whatsoever for any property which may be damaged, lost or stolen. It is the Hirer's responsibility to protect and insure personal property.

b) Council is to be Indemnified

- (1) The Hirer indemnifies Council against all actions, suits, claims, demands, proceedings, losses, damages, compensation, costs (including solicitor and client costs), charges and any expense whatsoever in respect of any personal injury caused or contributed to by the negligent act or omissions, breaches of contract or breaches of statutory duty of the Hirer, its servants, members, invitees or agents or damage to equipment or any other property of the Council or any other person or corporate body, or of any infringement, disturbance or destruction of any rights of any person or corporate body arising out of, or incidental to, the use of the premises, property or facility by the Hirer and caused by the Hirer, its servants, members, invitees or agents.

PUBLIC LIABILITY Contd

- c) **Insurance**
- i) The Hirer shall provide to Council a Certificate of Currency of a current public liability policy, with a limit of indemnity of not less than twenty million (\$20,000,000), noting Council's interest for the period of the use. Non commercial casual hirers may elect to, by payment of an appropriate insurance premium, obtain public liability insurance under a policy known as "Casual Hirers of Council Facilities". Premium rates are outlined in Council's adopted Schedule of Fees and Charges. **Hirers are liable for an excess fee on any claim made under this policy (excess fee available on application). Certain acts by the Hirer may void coverage. Copy of the policy document is available on request for full terms and conditions. You need to retain a copy of your receipt as proof of insurance cover.**
- 8) The Hirer covered by this agreement shall at each use of the premises:
- a) Clean the Facility to the satisfaction of Council. Council Fees & Charges apply for extra cleaning and rubbish removal. Council Fees & Charges also apply to requests for extra bins and pick-ups.
- b) Take all reasonable care for the protection of persons and property (including neighbouring property)
- c) Immediately notify Council's Risk & Audit section if any incident occurs which may give rise to a claim for reimbursement of repair costs to property, medical expenses, personal injury or damages. Provide all reasonable assistance to Council and Council Officers in dealing with any such matter, and make no admission, offer, promise or payment in relation to any claim.
- 9) The Hirer will have all necessary workers' compensation insurance and accident insurance and complies with the requirements of the Work, Health and Safety Act 2011. Evidence of a current policy of insurance will be provided to Council upon Council's request.
- 10) Provisions for the management of the following situations must be made by the Hirer:
- a) Supervision and control of attendees (including players, officials, spectators, visiting teams and children);
- b) Unruly behaviour;
- c) Parking for attendees; and
- d) an emergency including evacuation procedures
- 11) The rights under this agreement are personal in nature and shall not be construed as granting exclusive occupation or any estate or interest in the land and the rights are not assignable.
- 12) The Hirer acknowledges that the address and contact details specified in **Item 1** is/are the address and contact details for the service of notices.
- 13) The following conditions are essential terms of the agreement.
- a) Payment of Hire Fee under Clause 1.
- b) Insurance and Public Liability Clause 7
- c) Cleaning of premises under Clause 8(a).
- d) Taking reasonable care for safety of persons and property (including neighbouring property) under Clause 8(b).
- e) Hirer not entitled on/at the Facility outside of the Hire Day(s) and Time(s). Hire Time specified includes set up and pack up time.
- 14) Despite any other provision the Hirer acknowledges that breach of any essential term under Clause 13 shall entitle the Council to terminate the agreement immediately without further notice.
- 15) The 'Reserve Regulations' are prominently displayed on the reserve signage near the entrance to the reserve and must be complied with at all times. On the spot penalties apply.
- 16) Synthetic Turf Surfaces:
- a) Synthetic turf surfaces require specific regulations for use and must be complied with at all times. Reserve regulations are prominently displayed on the reserve signage near the entrance to the reserve. Fines may apply
- b) The Hirer must be attentive to the fact that synthetic grass surfaces heat up significantly more than natural turf surfaces on hot sunny days. Fact sheets and policies on heat stress are available from "Beat the Heat" Sports Medicine Australia <http://sma.org.au>.
- 17) Council furniture and fittings must not be removed from the Facility without permission from Council.
- 18) Smoking, smoke or flames are prohibited on any Council property at any time for any reason.
- 19) The Hirer is not permitted to erect any signs and/or posters at/on the Facility without permission from Council.



- 22) Alcoholic beverages must not be brought into or consumed in the hired area, without the appropriate consent.
- 23) Any seasonal Hirer must give Council (10) ten days written notice of intent to terminate the agreement. Council then reserves the right to reallocate to another user.
- 24) Keys remain the property of Council. Keys must be returned to Council immediately if the hirer is no longer using the facility.

- 20) URGENT MAINTENANCE and other issues that may pose a safety risk should be reported immediately to Council.
Customer Service Centre 9710 0333
- NB: The above number will divert to Council's afterhours service.**
- 21) In the event of an emergency risking injury/life phone 000 including criminal issues such as anti-social behaviour or malicious damage.

Execution of the Agreement

Dated this _____ day of _____ 20_____

Name of Hirer: _____

Witness: _____

Name of Witness (please print): _____

If signing on behalf of an association or a club, this agreement is binding for all affiliated clubs and registered members.

Signature: _____

Name of Signatory (please print): _____

Position (e.g. President, Treasurer) _____