



SPORTS FIELD CONDITIONS OF USE

Contents

1.	Hirer	2
2.	Acceptance	2
3.	Fees and Charges	2
4.	Use of the Sporting Field and Spectator Areas	2
5.	Damage	3
6.	Emergency Contact	3
7.	Cancellation of Use	3
8.	No Shows	3
9.	Relocation	3
10.	Right to Refuse Application for Hire	4
11.	Closing of Grounds	4
12.	Floodlighting	4
13.	Inspections by Council Officers	4
14.	Out of Hours Service	4
15.	Noise	4
16.	Residential Amenity	5
17.	Review of Regular Use	5
18.	No Warranty	5
19.	Flammable Substances	5
20.	Emergence Access, Fire Exits and Fire Fighting Equipment	5
21.	Medical / First Aid Measures	5
22.	Keys	5
23.	Restricted Articles	6
24.	Smoking Banned	6
25.	Alcohol	6
26.	Parking	6
27.	Advertising	6
28.	Storage	6
29.	Sporting Field Set Up (Seasonal Bookings)	6

30.	Canteen, Change Rooms, Club Room and Other Amenities Usage	7
31.	Amusement Devices	7
32.	Entry Charges.....	7
33.	Crowd Control.....	7
34.	Electrical Equipment.....	7
35.	Hours of Use	7
36.	Security	8
37.	Toilets	8
38.	Waste Management	8
39.	Directions.....	8
40.	Responsibility for Members and Users.....	8
41.	Observance of Laws	8
42.	Child Protection	8
43.	Use for Sale of Goods or Advertising	9
44.	Disputes	9
45.	Reporting	9

1. Hirer

- 1.1. Parkes Shire Council owns and is responsible for the maintenance of sporting fields and amenities in the Parkes Shire Local Government Area.
- 1.2. Parkes Sports Council has been delegated the authority to book and manage the use of sporting precincts by Parkes Shire Council.

2. Acceptance

- 2.1. Parkes Sports Council, hereafter known as 'Council', may accept or reject any application for hire and need not give reasons for its rejection.
- 2.2. A person must not use a Sporting Field unless Council has agreed to hire the Sporting Field to that person.
- 2.3. No hiring arises unless Council agrees to the hire in writing.

3. Fees and Charges

- 3.1. The hirer will pay the affiliation fees and any other charges, such as electricity, as agreed during the Sports Council's Annual General Meeting and endorsed by Parkes Shire Council.
- 3.2. All Fees and Charges quoted are those that apply at the time of booking. Council reserves the right to pass on any cost increases and will advise the hirer in writing.

4. Use of the Sporting Field and Spectator Areas

- 4.1. The Council makes no warranty as to the suitability of the Sporting Field for the Permitted Use.
- 4.2. The hirer must at its own cost:
 - 4.2.1. use the Sporting Field only for the Permitted Use during the Hours of Use;
 - 4.2.2. notify the Council as soon as practicable of any contagious illnesses or structural defects located on the Reserve and requiring the urgent attention of the Council; and comply with:

- 4.2.2.1. 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);
 - 4.2.2.2. 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;
 - 4.2.2.3. the Council Representative's reasonable directions.
- 4.2.3. Clean and clear all rubbish and litter from the fields and spectator areas at the completion of each use. Failure to leave the facilities in a clean state may result in additional charges for cleaning done by Council's contractors and/or staff.
- 4.2.4. Leave bins in the designated area for pick up by Council's waste management contractors.
- 4.3. The hirer must not do anything in relation to the Sporting Field which in the reasonable opinion of the Council is:
 - 4.3.1. 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;
 - 4.3.2. illegal; and/or
 - 4.3.3. 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:
 - 4.4.1. Erect permanent signs, notices, or advertisements within or upon the Sporting Field; or
 - 4.4.2. play music or operate loud speakers; or
 - 4.4.3. leave floodlighting on past 10PM.

5. Damage

- 5.1. The hirer is liable for all damage caused by it or its members or users of the Sporting Fields and the 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. Cancellation of Use

- 7.1. Without assuming any duty of care to the hirer, Council may cancel a hiring if it forms the opinion that conditions are such that the use of the Sporting Field(s) by the hirer would cause damage to the Sporting Field(s).
- 7.2. Council may cancel the hire by giving the applicant one month's written notice where upon the Fee may be refunded subject to Council's discretion.
- 7.3. 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 Fees.
- 7.4. All cancellations or transfers of bookings should be forwarded to Council in writing.

8. No Shows

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

9. Relocation

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

10. Right to Refuse Application for Hire

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

11. Closing of Grounds

- 11.1. During wet weather, Council staff will do regular inspections of all sporting grounds to determine whether they should be closed. The decision to close sporting grounds is based on several factors including:
 - 11.1.1. The type of sport scheduled to be played and the potential for damage to the playing surface.
 - 11.1.2. The weather forecast from the Bureau of Meteorology.
 - 11.1.3. The potential for injury to players.
 - 11.1.4. The condition of the ground at the time of inspection, its drainage characteristics and its ability to recover from damage.
 - 11.1.5. The length of grass and whether it can be cut by heavy equipment
- 11.2. Council will notify the hirer as soon as possible that a field has been closed. In addition, Council will display the 'Ground Closed' sign at the grounds that have been closed.
- 11.3. On Weekends, 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 event. The hirer may also contact Council Staff or the Parkes Sports Council Grounds Committee to review the condition of the field before deciding whether to proceed.
- 11.4. As weather is unpredictable, the Council reserves the right to alter or override decisions on any ground closures after considering current weather conditions in consultation with the hirer.

12. Floodlighting

- 12.1. All floodlights on fields must be turned off by 10.00pm.
- 12.2. Players and spectators must vacate the Reserve by 10.15pm without causing disturbance to surrounding residences.
- 12.3. Floodlighting is primarily for the use of Council's seasonal hirer's.
- 12.4. Where field lights are controlled by the SMS lighting control system, users must use the prescribed SMS codes to control the lights to ensure correct billing.
- 12.5. A fee for the use of field lighting controlled by the SMS system is payable by the hirer.
- 12.6. The hirer must seek permission to have floodlights on after 10PM for any or each individual event.

13. Inspections by Council Officers

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

14. Out of Hours Service

- 14.1. Operational difficulties that occur outside the normal office hours should be directed to the Council's 24 hour call out service on 1800 648 585.
- 14.2. Call out charges may be applicable if they relate to the misuse of the Reserve or the Sporting Fields or to rectify 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 did not obtain a key.

15. Noise

- 15.1. The hirer must ensure that noise levels are kept to a minimum to avoid disturbance to other users and residents in adjoining areas.
- 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. Review of Regular Use

- 17.1. If Council gives approval for a hirer to use a Sporting Field for the Seasonal Hire and the hirer fails to use the Sporting Field on the dates agreed without notifying Council, the Council reserves the right to revoke the approval.

18. No Warranty

- 18.1. 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 on the day of use.
- 18.2. 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 within two days 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.
- 18.3. Council makes no warranty as to the fitness or continued fitness of the Sporting Field for the Permitted Use.

19. Flammable Substances

- 19.1. 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.

20. Emergence Access, Fire Exits and Fire Fighting Equipment

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

21. Medical / First Aid Measures

- 21.1. The hirer is encouraged to ensure that adequate medical and first aid equipment, including a defibrillator, is available during the Hours of Use.

22. Keys

- 22.1. Where the hirer is given keys to the Sporting Fields or facilities located on the Reserve then copies must not be made of them.
- 22.2. 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.
- 22.3. Keys must not be passed on to another organisation or individual without the prior written consent of the Council.
- 22.4. The hirer will be required to pay the cost of replacement of any keys if they are lost or not returned to the Council.

23. Restricted Articles

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

24. Smoking Banned

- 24.1. Smoking inside any the Council's buildings or facilities located on the Reserve is prohibited at all times under the Smoke Free Environment Act 2000.
- 24.2. Smoking is banned in spectator areas at public sports grounds and other recreational areas in NSW when an organised event is being held. Note that this includes training.

25. Alcohol

- 25.1. The sale, presence and consumption of alcohol is prohibited within the Reserve without the appropriate Licensing.

26. Parking

- 26.1. No vehicles are permitted on the Sporting Fields and only permitted on those parts of the Reserve that have been set aside by the Council as a designated parking area.
- 26.2. The Council should control parking to ensure no incidents occur that may lead to damage of Council or personal property.

27. Advertising

- 27.1. 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.

28. Storage

- 28.1. All property belonging to the hirer must be removed from the Sporting Field at conclusion of the Hire Period.
- 28.2. No property belonging to the hirer can be stored on the Reserve or any part of it without the prior written consent of the Council.
- 28.3. If Storage facilities are made available by the Council, then they are made available on the following additional terms and conditions:
 - 28.3.1. The hirer assuming sole risk and responsibility for the storage of their Property and releasing the Council from any claim that the hirer or any person claiming through the hirer might have or might have had in relation to any claim for any loss or damage to the hirer's Property or any other property or goods stored on the Reserve.
 - 28.3.2. The Council accepts no responsibility for any of the hirer's Property or any club equipment or goods stored on site at any time.
 - 28.3.3. The Council reserves the right to request the removal of the hirer's Property or equipment or goods stored on the Reserve at any time.
 - 28.3.4. Canteen goods must not be stored for any length of time to deter vandalism and theft.

29. Sporting Field Set Up (Seasonal Bookings)

- 29.1. Council will mark sports fields out at the beginning each Season and as required throughout the season.
- 29.2. If any alterations or additional marking are required, Council must be notified in writing with at least 2 weeks notice to be provided by the hirer.
- 29.3. Goal posts will be erected at the beginning of the Winter Season in accordance with applicable Australian Standards.
- 29.4. The hirer must not move, dismantle, or erect any goal posts at any time.
- 29.5. Cricket wickets will be prepared by the Council at the beginning of the Summer Season and on an 'as needed' basis.
- 29.6. Fields will be mowed by Council as needed throughout the season.

30. Canteen, Change Rooms, Club Room and Other Amenities Usage

- 30.1. Hirer's may have use of canteens facilities and other amenities 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:
- 30.1.1. The hirer being responsible for the maintenance and cleaning of the amenities. Failure to leave the facilities in a clean state may result in additional charges for cleaning done by Council's contractors and/or staff.
 - 30.1.2. The hirer must notify the Council in writing immediately of any defects or damage to the facilities and any evidence of unauthorised entry or graffiti vandalism.
 - 30.1.3. The hirer must not use its own padlocks or other security device unless approval has first been granted in writing by the Council. Where written approval is granted, the Council must be issued with a copy of the key to permit access.
 - 30.1.4. The Council is not responsible for loss or damage to any items left in the amenities. This includes, without limitation, loss arising from break in, loss of power; break down of any equipment; vandalism or theft. Groups are advised to seek advice on insuring their own equipment

31. Amusement Devices

- 31.1. Amusement devices, such as Jumping Castles, are not permitted on Council's Sporting Fields or Reserves without the prior written consent through Parkes Shire Council.
- 31.2. If approval is given, all amusement vendors must provide Council with a certificate of currency for Public Liability Insurance to the amount of \$20,000,000.
- 31.3. The hirer must act in accordance with instructions given by the Council's staff on where they can and cannot set up amusement devices.

32. Entry Charges

- 32.1. The hirer is not permitted to charge, or to collect money from any person for the entry to the Reserve or any part thereof including without limitation, the Sporting Fields, parks or reserves without the express prior written approval of Council.

33. Crowd Control

- 33.1. The hirer is to carry out adequate crowd control to prevent incidents that may interfere with the safety of other users of the Reserve. Matters to be considered in implementing Crowd control measures include but are not limited to:
 - 33.1.1. No spectators should be allowed onto playing fields whilst sporting activities are taking place;
 - 33.1.2. No spectators should interfere with adjoining private property e.g. Fences;
 - 33.1.3. No unruly or disturbing behaviour amongst the crowd or the competitors is permitted;
 - 33.1.4. No offensive or abusive language is to be used;
 - 33.1.5. No projectiles can be thrown onto the playing area or at spectators.

34. Electrical Equipment

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

35. Hours of Use

- 35.1. The hirer may only use the sporting field during the allocated Hours of Use.
- 35.2. 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.
- 35.3. No competitive sport is to commence prior to 8.00am on any day.
- 35.4. No field activity is to occur after 10.00pm on any day.
- 35.5. Field lights are to be turned off by 10.00pm unless otherwise specified.

36. Security

- 36.1. 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:
 - 36.1.1. Buildings are secured when not being used.
 - 36.1.2. 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
 - 36.1.3. Gates and doors are to be locked when facilities located on the Reserve are not in use.
 - 36.1.4. 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.
 - 36.1.5. The hirer must advise the Council immediately if there is any breach of security.

37. Toilets

- 37.1. Hirer's may have use of toilet 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:
 - 37.1.1. The toilet facilities must be left in a tidy condition.
 - 37.1.2. Council's Building Department is responsible for cleaning of toilets and supply of toilet paper.
 - 37.1.3. The Hirer may wish to supply paper hand towels, soap and sanitary disposal bins, as these will not be supplied by Council.
 - 37.1.4. Where a large event is planned, the Hirer must discuss the need for any additional toilet facilities with Council's Health Department.

38. Waste Management

- 38.1. 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.
- 38.2. Parkes Shire Council currently offers a waste management service free of charge, and recommends that a 240 litre waste bin is provided for every 50 persons per event.
- 38.3. Bins must be left in the designated areas on the night before collection.
- 38.4. Additional collection for special events must be pre-arranged with Parkes Shire Council and may incur additional costs.

39. Directions

- 39.1. 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.

40. Responsibility for Members and Users

- 40.1. The hirer is responsible for the acts and omissions of its members and permitted users and invitees as if they were the acts of the Council.

41. Observance of Laws

- 41.1. 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.

42. Child Protection

- 42.1. 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.
- 42.2. 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. These guidelines contain forms including declarations and consents which must be made by prospective employees.

43. Use for Sale of Goods or Advertising.

43.1. 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, other than the sale of canteen food and drinks, unless prior written approval has been obtained.

44. Disputes

44.1. 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.

45. Reporting

45.1. 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.

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