



Camden Council Sports Grounds – Terms and Conditions

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Terms and Conditions for Macarthur Park

- One (1) hour is permitted per booking only inclusive of set up and pack down from your nominated start time.
- Current COVID-19 restrictions must be adhered to.
- No motor vehicles are permitted within Macarthur Park.
- Confetti is not permitted inside Macarthur Park or on the adjoining footpath.
- Livestock – including horses are not permitted in Macarthur Park.
- Hirers must keep the area clean and tidy at all times.
- Picking of any flowers in Macarthur Park is prohibited. Penalties may apply.
- While Macarthur Park is not currently an Alcohol-Free Zone, please refer to, and adhere to signage around the park for any updates relating to consumption of alcohol.
- Bookings will not be processed for function/event/activity types other than what is outlined on this form.
- The maximum allowed size for temporary structures is 3m x 3m.
- In inclement weather, use of the venue is at the hirers discretion to determine if they will proceed with their planned use of the park.
- It is recommended that appropriately rated water and sandbag weights are used, and hirers must adhere to equipment guidelines and recommendations for use. In circumstances where tent pegs are used, the hirer must ensure that the peg is not visible above ground and does not create a trip hazard. All pegs must be removed after usage.

Terms and Conditions for Tennis Courts – Regular and Coach Hire

The hirer must:

- Under no circumstances enter any areas other than the section hired.
- Adhere strictly to the hiring hours.
- Ensure participants leave the facility in an orderly manner with respect to surrounding neighbours.
- Be responsible for the noise level of the activity.
- Report any accidents or near accidents to Council's Recreation team
- Ensure the tennis court complex is locked when leaving and where required, floodlighting turned off.
- Ensure all Council buildings and enclosed areas are smoke free zones.
- Arrange a person to assume responsibility on behalf of the hirer in their absence.

Keys:

- Regular Hirers and Coaches will be issued with a set of keys for the booked facility. A \$51 key deposit is required upon collection of the keys and refunded upon return of the keys and payment of invoice/s. At no time can the hirer make a duplicate copy of the key issued or change existing locks in any of the facilities.
- The hirer is responsible for the safekeeping of ALL keys issued. Under no circumstances are copies to be made of keys. Keys are to be returned to the issuer at 70 Central Avenue, Oran Park on the next working day of the completion of the hire.
- Under no circumstances are hirers permitted to remove Council padlocks on any gates, amenities, electrical boxes, or storage spaces and replace with their own. Where non-Council locks are fitted by the hirer, the locks will be removed and replaced by Council at the hirer's expense.

Cleaning:

The facility must be left clean and ready for the next user. This includes:

- No food or drink should be left on the premises.
- Rubbish to be disposed of correctly into outside bins before leaving. Recycle if possible.
- Surrounding areas, including the car park to be free of litter.
- Please report if the facility was not found in a clean and tidy state - photographic evidence is required for proof of unsatisfactory condition of the facility prior to hire.

Damage and Breakages:

- The hirer is responsible for the full replacement cost of any damage or breakages to the facility, its fittings and contents, and the surrounding grounds or any additional cleaning that is required.
- All breakages must be reported to Council's Recreation Team as soon as possible.

Public Liability Insurance:

- Coaches are expected to carry sufficient insurance for their activity; this must be at least \$20 million public liability.
- A copy of this policy must be provided at the time of booking.
- It is expected that coaches will be accredited with the appropriate governing body.

Personal Property:

- Please note all hirers are responsible for the care and control of their own property/personal effects and loss or damage to such items is not covered by Council's insurance policy.

Smoking:

- To restrict fire safety hazard and overcome hazards of passive smoking, Council has adopted a non-smoking policy. As such, no smoking is permitted inside or outside Council's facilities.

Fees:

- An invoice will be issued for regular and coach hire on a monthly basis
- Payment is required within 30 days. If payment is not made within the required time, it will be referred to Council's debt recovery company for immediate collection. Any costs incurred in this process will be added to the hirer's account. If payment is not made within the required time, hire may be cancelled immediately.
- Please note that fees and charges are subject to change, generally from 1 July each year. You will be notified of any changes to hire fees as soon as possible.

Cancellation and amendments to Bookings

For regular hire groups and regular coach hire

- All cancellations and requests for amendments should be emailed to the Sport and Community Facilities Team on recreationofficers@camden.nsw.gov.au.
- Hire fees are non-refundable and non-transferable if less than 14 days written notice has been given.
- If more than 14 days notice has been given, the hire fee for the cancelled booking will not be invoiced for that month or will be refunded by cheque within 5-10 working days if credit card payment already processed.
- A cancellation / amendment booking administration fee will be applied to multiple changes to bookings.

For casual coach hire

- All cancellations and requests for amendments should be emailed to the Sport and Community Facilities Team on recreationofficers@camden.nsw.gov.au.
- Cancellations made at any time prior to the booking time can be done so without any minimum period of notification. The hire fee for the cancelled booking will not be invoiced for that month or

will be refunded by cheque within 5-10 working days if credit card payment already processed.

Weather condition

Wet weather

In the event of wet weather, the hirer must advise the day immediately after 'no play' to be eligible to transfer the booking to another day or not be invoiced for that booking date. Notification should be made by either calling the Sport and Community Facilities Team on 4645 5024 or emailing recreationofficers@camden.nsw.gov.au

Extreme Heat

In the event of EXTREME heat, the hirer must advise ON THE BOOKING DATE PRIOR to the commencement of the booking to be eligible to transfer the booking to another day or not be invoiced for that booking date. Notification should be made by either calling the Sport and Community Facilities Team on 13 CAMDEN (13 226336) or emailing recreationofficers@camden.nsw.gov.au

Please ensure that you have read this carefully before signing the application form. Council reserves the right to cancel any booking or not to accept any booking that it considers inappropriate for the facility.

Terms and Conditions for Sporting Ground Hire For Casual, Annual and Seasonal Hirers

Hirer's responsibilities and actions

- The hirer is to accept responsibility for the cost of repair of any damage or breakage to any part of the building, fittings or other property of the Council caused through the use of Council's property by the hirer.
- Fire Safety equipment should be checked at commencement of each hire period by the hirer and Council advised should extinguishers been used or discharged. Fire extinguishers require a minimum 1 square metre clearance around them, and if access is blocked by storage equipment when inspected by a fire safety contractor fines can be applied.
- The Hirer must accept responsibility for any claim, arising from damage or accidents, which may occur during your occupation of the playing field and is liable for the restoration of any damage resulting from these activities.
- The hirer is responsible for the satisfactory conduct of all persons occupying any building/area during the period of hire.
- Hirers must provide Council with a minimum of \$20,000,000 Public Liability Insurance cover. A current certificate must be forwarded with this application. Please note that your organisation is not permitted to commence any activity on these grounds until a copy of your Public Liability Insurance is received.
- Hirer is responsible to ensure rubbish bins provided are accessible for collection.
- Where perimeter and car parking gates are provided, hirers are to leave gates securely locked on departure. Car parking gates should be secured in the open position when in use.
- For all out of hours assistance, please contact Council's after hours call centre on 13 CAMDEN (13 226336). Please be aware that a non-urgent call out will incur a fee which will be invoiced to the hirer. Please refer to the fees and charges for after-hours call out fee – non urgent.

Alcohol consumption

- The hirer must satisfy licensing laws and have the written consent of the Police to sell alcohol on Public Reserve.
- The hirer must ensure that no glass bottles are served.

Period of hire

- Preference for ground allocation will be given to local sporting clubs within the Camden Council Local Government area.

Summer: 1 September to 28 February inclusive

Council reserves the right to allocate grounds in September for Winter user needs including finals, grand finals, games and associated training as a priority.

Council must be advised of finals, grand finals, games and training dates in writing two (2) weeks prior to proposed usage.

Winter: 1 March to 31 August inclusive

Council reserves the right to allocate grounds in March for Summer finals and grand finals as a priority.

Council must be advised of finals and grand finals dates in writing two (2) weeks prior to proposed usage.

- All deferred games, including wet weather games, must be played within the season. Rescheduled games must be played before the end of season.
- All outstanding accounts with Council must be paid prior to any field allocation.
- A hirer has exclusive use of the sports ground during their allocated booking time. Hirers have the right to ask other users to relocate for the duration of the hired period.
- Council must be notified immediately of changes to club or hirer's contact names and telephone numbers. Council must be provided with an email address that is checked regularly.
- Council reserves the right to relocate users or not allocate the grounds should circumstances necessitate as a result of unforeseen situations, maintenance requirements or other issues that may arise.
- The initial allocation of a new sporting field will be made through an expression of interest process. Any applicant who is found to be lobbying Councillors, Council staff or Developers in an inappropriate manner will render any application ineligible.

Maintenance and construction

- Hirers are not to spread any material (including top soil) over sports grounds without prior approval of Council.
- Hirers are not to spray pesticides, including insecticides and herbicides, on any sports field at any time. This includes adding herbicides into line marking paint.
- All capital improvements to facilities must have the prior consent of Council and where required, a formal Development Application (DA) must be made to Council.
- Hirers applying for grants for capital improvements must obtain Council endorsement prior to submitting their application, by contacting the Recreation Section.

Fees and Charges

- All bookings will be invoiced in line with Council's adopted fees and charges within the financial year in which the seasonal hire falls.
- No hirer may sublet a playing field or amenities to another hirer or group, without the prior approval of Council.
- Council reserves the right to apply additional fees and charges and terms and conditions should it be required during the seasonal hire.

Facility Use

- The hirer must leave the areas booked, including amenities in a clean and tidy condition.
- Inspection by Council officers will be made throughout the season.
- In situations whereby a facility is shared by multiple users, an amenities cleaning fee will be included on the Club's invoice and Council will be responsible for cleaning and re stocking of products.
- In situations whereby the hirer is responsible for the cleaning of the facility, the hirer must ensure

that the facility is clean and has adequate stock (toilet paper).

- All electrical items used in the facility must be tag and tested by an appropriate licensed tradesperson and maintained on an appropriate schedule. Please be aware that an unreasonable call out due to an electrical item tripping the system, will incur a call out fee to be passed on to the hirer.
- Hirers must manage noise levels so as to not impact on adjoining properties. The use and occupation of the venue, such as public-address systems, shall be controlled so as not to cause offensive noise within the meaning of the Protection of the Environment Operations Act 1997. By definition offensive noise is noise that interferes unreasonably with (or is likely to interfere unreasonably with) the comfort or repose of a person who is outside the premises from which it is emitted. This also applies to music and other amplified sound, including but not limited to recorded or broadcast programmes, played at the venue and shall only be audible within the property boundaries.
- The facility is located in a residential area therefore it is expected that the surrounding residents be respected.
- Storage is only permitted during the period or season of hire and all the hirer's equipment must be removed at the end of each such period or season, except for when prior council approval has been given. Please note: Equipment stored in Council buildings are not covered by insurance. As such, Clubs are responsible for obtaining their own contents insurance to cover equipment.
- Council will accept no responsibility for loss or damage to a hirer's equipment or goods stored in, or otherwise situated upon, playing fields and/or adjoining facilities.
- No vehicles are permitted to enter the grounds beyond the established car parks. The hirer's officials are responsible for ensuring that parking does not inhibit the access of neighbouring residents to their properties.

Facility Keys

- The hirer will be issued with one (1) set of keys to access amenities. A \$51 key deposit is required upon collection of keys and the deposit will be refunded once keys are returned to Council.
- The hirer is responsible for the safekeeping of ALL keys issued. Under no circumstances are copies to be made of keys. Keys are to be returned to the issuer at 70 Central Avenue, Oran Park on the next working day of the completion of the hire.
- Under no circumstances are hirers permitted to remove Council padlocks on any gates, amenities, electrical boxes or storage spaces and replace with their own. Where non- Council locks are fitted by the hirer, the locks will be removed and replaced by Council at the hirer's expense.

Wet Weather

- Wet weather ground closures will be communicated by Council via email to the club's nominated club contact. Hirers and the general public can contact Council's wet weather hotline on 02 8250 4153 or access Council's website www.camden.nsw.gov.au for ground status. Decisions will be made by 12pm daily.
- In the event that Council has not closed fields, the hirer may make the decision on whether to use the field or not. Hirers will be liable for any damage caused to the playing surface of the allocated field if they choose to use it.
- Any group allowing training or play on a ground that is rain affected or has been closed by Council, will be responsible for restoration costs if damaged and may lose usage of the ground for the

remainder of the season.

Terms and Conditions for Sporting Ground Hire For Schools

Hirer's responsibilities and actions

- The hirer is to accept responsibility for the cost of repair of any damage or breakage to any part of the building, fittings or other property of the Council caused through the use of Council's property by the hirer.
- Fire Safety equipment should be checked at commencement of each hire period by the hirer and Council advised should extinguishers been used or discharged.
- The Hirer must accept responsibility for any claim, arising from damage or accidents, which may occur during your occupation of the playing field and is liable for the restoration of any damage resulting from these activities.
- The hirer is responsible for the satisfactory conduct of all persons occupying any building / area during the period of hire.
- Hirer is responsible to ensure rubbish bins provided are accessible for collection
- Where perimeter gates are provided, hirers are to leave gates securely locked on departure.
- If you experience any difficulties during your period of hire, please contact Council's after-hours call centre on 13 CAMDEN (13 226336) for assistance. Please be aware that an unnecessary call out will incur a fee of \$45.00 which will be invoiced to the hirer.
- A hirer has preference over all other users, including the general public, when they are using the playing field in their allocated time slot. Other users can be asked to relocate for the duration of the hired period. If necessary, the Council Ranger can be contacted to assist.
- Council must be notified immediately of changes to hirer's contact names and telephone numbers. Council must be provided with an email address that is checked regularly.
- Council reserves the right to relocate users or not allocate the grounds should circumstances necessitate as a result of unforeseen situations, maintenance requirements or other issues that may arise.
- The initial allocation of a new sporting field will be made through an expression of interest process. Any applicant who is found to be lobbying Councillors, Council staff or Developers in an inappropriate manner will render any application ineligible.

Maintenance and construction

- Hirers are not to spread any material (including top soil) over sports fields without prior approval of Council.
- Hirers are not to spray pesticides, including insecticides and herbicides, on any sports field at any time. This includes adding herbicides into line marking paint.
- All capital improvements to facilities must have the prior consent of Council and where required, a formal Development Application (DA) must be made to Council.
- Hirers applying for grants for capital improvements must obtain Council endorsement prior to submitting their application, by contacting the Recreation Section.

Facility use

- The hirer must leave the areas booked, including amenities blocks (re: stocking of products such as toilet paper), in a clean and tidy condition. Inspection by Council officers will be made throughout the season.
- Public address systems are to be used for important announcements only, to minimise noise impact on adjoining properties.
- Council will accept no responsibility for loss or damage to a hirer's equipment or goods stored in, or otherwise situated upon, playing fields and/or adjoining facilities.
- No vehicles are permitted to enter the grounds beyond the established car parks. The hirer's officials are responsible for ensuring that parking does not inhibit the access of neighbouring residents to their properties.
- Council has the right to carry out maintenance on playing fields and facilities as and when required, provided hirers are given reasonable notice of any major work that may close the playing field for hirer use.

Facility keys

- The hirer will be issued with one (1) set of keys per sports field to access amenities. For schools retaining keys for term bookings, a \$51 key bond is required upon collection of keys and the deposit will be refunded once keys are returned to Council. For one off bookings, no key deposit is required. Keys should be returned on same day of use.
- The hirer is responsible for the safekeeping of ALL keys issued. Under no circumstances are copies to be made of keys. Keys are to be returned to the issuer at 70 Central Avenue, Oran Park on the next working day of the completion of the hire.
- Under no circumstances are hirers permitted to remove Council padlocks on any gates, amenities, electrical boxes or storage spaces and replace with their own. Where non-Council locks are fitted by the hirer, the locks will be removed and replaced by Council at the hirer's expense.

Wet weather

- The decision regarding Wet weather ground closures will be communicated via email to schools nominated contact. Hirers and the general public can contact Council's wet weather hotline on 02 8250 4153 or access Council's website www.camden.nsw.gov.au for ground status. Decisions will be made by 12pm daily.
- In the event that Council has not closed fields, the hirer may make the decision on whether to use the field or not. Hirers will be liable for any damage caused to the playing surface of the allocated field if they choose to use it.
- Any group allowing training or play on a ground that is rain affected or has been closed by Council, will be responsible for restoration costs if damaged and may lose usage of the ground for the remainder of the season.