



# APPLICATION FOR GROUND HIRE FOR DOG TRAINING AND ORGANISED ACTIVITIES

## HIRER

Name of Organisation & ABN.....

Name of Trainer: .....

Postal Address .....

Postcode: .....Email: .....

Contact No: Business ..... Contact No: Home.....

Mob: ..... Fax: .....

## LENGTH OF HIRE (PLEASE TICK)

<input type="checkbox"/>	Seasonal - Winter	<input type="checkbox"/>	Seasonal - Summer	<input type="checkbox"/>	Quarterly
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- Quarterly Hire - 13 Weeks Maximum
- Seasonal - Winter First week in April to last week in August
- Seasonal - Summer First week in September to last week in March.

## PURPOSE OF HIRE

<input type="checkbox"/>	Dog Training	<input type="checkbox"/>	OTHER (please specify)
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Are you a Non-Profit organisation\*

<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
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\* If so you will need to attach relevant documentation, such as a Certificate of Incorporation

Maximum number of participants per class.....

## PROOF OF IDENTITY

Please attach Proof of identity. A current driver licence or photo I.D is accepted.

If other please specify and provided a detailed description below

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**Please note: all fees are to be paid upon approval of the application. A permit will be issued once full payment and bond has been received.**

**VENUE/S AND DAYS/TIMES REQUIRED**

Ground						
Field No						
Add start and finish times for days required	Days	Times Start: Finish		Days	Times Start: Finish	
	Mon			Mon		
	Tues			Tues		
	Wed			Wed		
	Thurs			Thurs		
	Fri			Fri		
	Sat			Sat		
	Sun			Sun		
PLEASE PROVIDE CLICKER NUMBERS (If Lights are required)						

Ground						
Field No						
Add start and finish times for days required	Days	Times Start: Finish		Days	Times Start: Finish	
	Mon			Mon		
	Tues			Tues		
	Wed			Wed		
	Thurs			Thurs		
	Fri			Fri		
	Sat			Sat		
	Sun			Sun		
PLEASE PROVIDE CLICKER NUMBERS (If Lights are required)						

## TERMS & CONDITIONS OF HIRE

- a) The Companion Animals Act was introduced in 1998 to replace the Dog Act 1966. The Companions Animal Act has a number of basic legislative requirements that must be included in the 'Dogs in Public Places Strategy'.
- b) A dog must be under effective control of a competent person in a public place by means of an adequate chain, cord or leash (unless the area is designated as off leash). The document 'Public Open Space and Dogs, 1995' by the Petcare Information and Advisory Service defines "under effective control" to usually mean "voice control – the dog is under effective control if it responds to the owner's command by the second call, or if it is anyway behaving in an orderly manner".
- c) A person is deemed not to be competent if he or she is walking four dogs or more.
- d) The dog must be registered and have a collar with a tag showing its name and address, whenever the dog is off the property of the owner-occupier.
- e) It is an offence to fail to remove or dispose of dog faeces.
- f) Areas which are 'off limits' to dogs include:
  - Within 10m of a children's playground.
  - Within 10m of a food preparation/consumption area.
  - Recreation areas determined by the local authority.
  - Public bathing areas determined by the local authority.
  - School grounds and child care centres.
  - Shopping areas determined by the local authority.
  - Wildlife and other areas of natural significance that are identified as prohibited areas by the local authority.
- g) An owner is liable if a dog bites or harasses a person or animal, whether or not injury occurs. If a dog is encouraged to attack, bite, harass or chase a person or animal, this is seen as a serious offence and the punishment can extend to imprisonment where a dangerous dog is involved.
- h) A dog that is declared as dangerous (i.e. has attacked, killed or threatened without provocation) must be under control by a person 18 years or older and muzzled when away from its usual property.
- i) Restricted dogs including pit bull terriers, American pit bull terriers, Japanese tosas, and Argentinian and Brazilian fighting dogs are subject to the same requirements as a dangerous dog in a public place.
- j) A dog can be seized if it is in a public place without being under effective control, or it is found in a prohibited place.
- k) An authorised officer can injure or destroy a dog that is attacking or harassing an animal in a wildlife protection area, i.e. where a notice states that dogs and cats are prohibited from entering an area.
- l) The same requirements do not apply to an 'assistance animal' e.g. a guide dog. In particular, an 'assistance dog' can enter areas that are prohibited to other dogs.
- m) The Act permits a council to declare areas to be off leash, including conditionally.
- n) In respect of enclosed areas to which the hirer may desire to make a charge for admission, that such admission charge be submitted to Council for its approval.
- o) The hirer must leave the areas booked in a clean and tidy condition.
- p) The hirer is responsible for the satisfactory conduct of all persons occupying any building/area during the period of hire.
- q) No vehicles are permitted to enter the grounds beyond the established car parks.
- r) A person must satisfy licensing laws and have the written consent of the Police to sell alcohol on public reserves
- s) Council reserves the right to impose any further charges, terms and conditions in respect of any hiring. Any additional fees and charges introduced by Council for the new financial year will be payable after 1 July each year. Such further terms may be in addition to or in substitution of all or any of the charges, terms and conditions contained herein.
- t) 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 Customer Service Unit, Upper Ground Level, Civic Tower, 66-72 Rickard Road, Bankstown on the next working day of the completion of the hire.
- u) In the event of inclement weather, please ring 1300 655 180 for ground closures.
- v) Bankstown Council has made its children's playgrounds and sporting fields smoke-free from 1 January 2008. This means everyone can breathe cleaner air and enjoy a healthier environment. Internationally recognised signage will be erected at these designated smoke-free areas to indicate:
  - w) No smoking within 10 metres of all children's playground equipment
  - x) No smoking within 10 metres of all sporting fields
- y) Fees must accompany this application form - 10 working days prior to event.
- z) The hire must ensure that all training is conducted a minimum of 100 metres from any playgrounds or play equipment, a minimum of 100 metres from any public change room, toilet or kiosk area, a minimum of 100 metres from any neighbouring residential property and no training on stairways and pathways.
- aa) The hirer must not interfere with any Council approved or booked activity including but not limited to filming, commercial photography, wedding, birthday party, BBQ, sport or sporting activity that is being carried out on any oval or reserve or part thereof. The hirer acknowledges that such a booking has priority over the hirers use.

**INSURANCE**

"A casual hirer means 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 **less frequently than once per calendar month or 12 times per calendar year.**, shall be covered under Council's Casual hirer policy. If the Hirer is not determined to be a casual Hirer or is a sporting club, commercial enterprise, or an incorporated body or hires the facility more than once per calendar month or 12 times per calendar year, the Hirer's use and occupation of the facility shall be at its own risk and the Hirer shall have in effect insurance which shall at all times cover liability to the public (including the Hirer's invitees) for an amount of not less than \$10,000,000 indemnity in respect of personal injury to or death arising by accident of any person whomsoever and in respect of any injury, loss or damage to any property or personal effect whatsoever arising out of or caused by the use or occupation of the facility by the Hirer or its invitees. The Hirer shall ensure that the policy of insurance is in the name of the Hirer or their Association and that the policy is affected with an insurer or insurers to the satisfaction of the Council and that a Certificate of Currency must be supplied to Council with the signed hire agreement application form.

- A cross Liability clause naming the Hirer and Bankstown City Council is to be incorporated into the insurance policy wording.
- Hirer must maintain the policy during the period of use and occupation of the facility.
- Subject to the activities conducted during the period of hire, Council reserves the right to vary the amount of insurance indemnity required.

The Hirer shall, as soon as practicable, inform the Council in writing of the occurrence of an event that may give rise to a claim under a policy of insurance and shall ensure that the Council is kept fully informed of the subsequent action and developments concerning the claim. The Hirer shall indemnify and keep indemnified the Council from and against any claim, demand, action, suit or proceeding that may be made or brought by any person against the Council or the employees, agents or contractors of the Council or any of them in respect of any personal injury to or the death of any person whomsoever or loss or damage to any property whatsoever arising out of the use or occupation of the facility by the Hirer or its invitees.

The Council shall not be liable for any loss of or damage to any property or injury sustained or suffered by the Hirer or its invitees, where such loss, damage or injury arises in any way out of the hiring unless due to negligence of the Council.

If the applicant qualifies as a casual Hirer, the Hirer will be indemnified by casual Hirer's policy arranged by Council on behalf of the Hirer. However, if a claim is made the Hirer will be required to pay the policy excess of \$2,000.

**APPLICANT'S SIGNATURE**

**At no times shall a Dog Trainer groups and their patrons use a ground, unless a permit is issued.**  
(There is a \$500.00 unauthorised usage fee)

I believe the information provided on this application is correct and true to the best of my knowledge. I have read the Terms and Conditions of hire and agree to abide by them. I also undertake to advise Bankstown City Council should there be any alterations or additions to the information supplied.

Signature: ..... On Behalf of.....

Please print name: ..... Date: .....

**PRIVACY STATEMENT**

You will need to provide personal information to Council in respect of this application. Council is required under the Privacy & Personal Information Protection Act 1998 (PPIPA) to collect, maintain & use your personal information in accordance with the Privacy Principles & other relevant requirements of the PPIPA. For further clarification please contact the Privacy Contact Officer at Council.

**BANKSTOWN CITY COUNCIL** PO Box 8, Bankstown NSW 1885 **DX** 11220 **ABN** 38 380 045 375  
**CUSTOMER SERVICE CENTRE** Upper Ground Floor, Civic Tower, 66-72 Rickard Rd, Bankstown **PH** 02 9707 9999 **FAX** 02 9707 9495  
Hours 8.30am - 5.00pm Monday to Friday **EMAIL** council@bankstown.nsw.gov.au

[www.bankstown.nsw.gov.au](http://www.bankstown.nsw.gov.au)