



# THE CREST STADIUM INFIELD CASUAL APPLICATION FOR HIRE

## HIRER

Organisation: .....

Contact Person: .....

Address: .....

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

Contact No: ..... Mob: ..... Fax: .....

## GROUND HIRE - THE CREST INNER

Arrival Date: ..... Time: .....

Depart Date: ..... Time: .....

## PURPOSE OF HIRE

Please provide a description of your event.

.....

.....

Attendance No.s .....

If a key is required, please collect it from Council's Customer Service Centre. A key deposit will apply.

Will there be an entry fee charged?  Yes  No Cost of Entry: .....

## GROUND HIRE CHARGES

### Installation and removal of goal posts (Completed by Council only)

Yes  No

### Install & remove padding to posts and ends (Completed by Council or hirer)

Council  Hirer

### Ground marking to standard (Completed by Council only) - Please note if greening on lines is required you will incur additional charges.

Yes  No

### Litter removal, per staff member, per hour (Completed by Council or Hirer)

Council to remove litter  Hirer to remove litter

**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 \$20,000,000 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 effected 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 Canterbury-Bankstown Council is to be incorporated into the insurance policy wording.

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**

I have read the Terms & Conditions of Hire and agree to be bound by those Conditions.

Signature: .....

Date: .....

**PRIVACY NOTICE**

Council is required under the Privacy and Personal Information Protection Act 1998 (PPIPA) to collect, maintain and use your personal information in accordance with the Privacy Principles and other relevant requirements of the PPIPA.

Personal information requested on this form will only be used to fulfil the purpose for which it is being collected. Provision of this information is voluntary and is required to help process your application. Council is regarded as the agency that holds the information and access is restricted to council officers and other authorised people. You may apply to access or amend the information. For further information or clarification please contact the Privacy Contact Officer at Council.



## TERMS & CONDITIONS

1. The Applicant will be liable for and will within the time notified by the Council upon acceptance of the Application herein, pay to the Council such fee as may be determined by the Council for the use and occupation of the sporting fields. In the event of outstanding debts, Council retains the right of possible refusal of further ground hire of Council facilities.
2. The Applicant must not use or occupy or allow the use or occupation of the sporting fields otherwise than for the purposes specified in the Application and at the times on the days specified in the Schedule.
3. The Applicant shall be liable to pay to the Council the costs and expenses incurred by the Council in relation to the repair or any damage occasioned to the sporting fields by any neglect or default arising out of or during the course of the use or occupation of the sporting fields by the Applicant or its invitees.
4. The Applicant and its invitees may peaceably possess and enjoy the sporting fields at the times and on the days for the purposes specified in the Application and the Schedule without any interruption or disturbance from the Council unless the Council or the Council's duly authorized delegate is of the opinion that the sporting fields are unfit for use or occupation on any such day or days.
5. The Applicant shall ensure that the sporting fields and any buildings or other facilities on the sporting fields which are made available for the use of the Applicant are left in a clean state free from food scraps, papers, bottles, tins and the like after each occasion on which the sporting fields or those other facilities are used by the Applicant. If the Applicant fails to ensure that the sporting fields and facilities are left in a clean state, the Council shall be entitled to recover from the Applicant the cost and expense incurred by the Council in cleaning the sporting fields and facilities.
6. The Applicant is responsible for ensuring that the utilisation of portable soccer goalposts is in accordance with the Standards Australia guidelines HB 227-2000 (Portable soccer goalposts – Manufacture, use and storage).
7. The hirer shall ensure that any actions which impact upon the facility (such as repairs to playing surface from anchoring goalposts, corner flags etc) are made good by the end of the period of hire.
8. Under no circumstances are any structures (net supports etc) to be attached to permanent goalposts supplied by Council. This does not apply to the installation of temporary safety equipment such as padding around rugby posts.
9. The Applicant shall not assign its right to use and occupy the sporting fields or grant any sub-lease, licence or concession in respect of the sporting fields without the prior written consent of the Council and such consent shall not in any way limit the liabilities or obligations of the Applicant herein.
10. The Applicant shall prevent nuisance to the owners, tenants or occupiers of properties adjacent to the sporting fields and the Applicant shall ensure the satisfactory conduct of any invitee of the Applicant using the sporting fields.
11. The Applicant shall ensure that liquor is not brought onto the sporting fields or any building or facility without the written consent of the Council.
12. The Applicant shall ensure that no vehicle is driven on any sporting fields except where provision is made for vehicles by way of roads sealed or unsealed and parking areas.
13. In circumstances where the sporting fields or any other facility on the sporting fields is in the process of being repaired or maintained by the Council or any agent, employee or contractor of the Council, the Applicant shall comply with any direction given by the Council or such employee or agent in respect of the use or occupation of the sporting fields.

14. The Council may direct the Applicant to remove or have removed from the sporting fields any invitee of the Applicant who, in the opinion of the Council or authorised delegate of the Council misconducts himself or herself and the Applicant shall comply with such direction.
15. The Applicant shall not charge an entry fee to persons entering upon the sporting fields unless the written consent of the Council is obtained for a fee to be charged.
16. The Applicant shall not make a copy of any keys made available by the Council to the Applicant for the sporting fields or any facility thereon.
17. Canterbury-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:
  - No smoking within 10 metres of all children's playground equipment
  - No smoking within 10 metres of all sporting fields
18. If the Applicant fails to pay on the due date any money due to the Council hereunder, or fails to perform any of its other obligations or otherwise breaches a provision of these Terms and Conditions or fails to occupy the sporting fields or is declared bankrupt (if an individual), or is placed into liquidation or under the control of an external administrator, the Council may terminate the Applicant's use and occupation of the sporting fields forthwith, without prejudice to the enforcement of any right or claim which arises or has arisen before termination and may recover from the Applicant any and all amounts due and owing to the Council as at the date of termination and the Applicant shall not be entitled to a refund of any monies paid in respect of the use and occupation of the sporting fields.
19. In the event of inclement weather, please ring **1300 655 180** for ground closures. In the event that Council has not closed a playing field and there is a period of inclement weather, the hirer will be liable for any damage caused if they chose to use it.
20. Steel and metal pegs are not permitted to secure netting, portable goal posts or any other items. Sand pegs (plastic variety) are to be used at all times when securing items into the grass surface.