



GROUND HIRE APPLICATION FOR PASSIVE PARKS - CASUAL USE

HIRER

Organisation:

Name:

Address:

Postcode: Email:

Contact No: Mob: Fax:

GROUND HIRE - PASSIVE PARK

Park:.....

Date: Arrival time: Departure time:

Do you require waste bins? (A hire charge is applicable) Yes/No Number required:.....

If no, the hirer is expected to clean the grounds after the event. The hire of waste bins is compulsory for some parks for more than 100 people and/or depending on the type of event. You will be informed if bins are required.

PURPOSE OF HIRE

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Attendance No.s

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

AMUSEMENT DEVICES

Written Council Approval is required before booking of Amusement Devices.

Do you wish to provide Amusement rides/devices at your event? **Yes / No**

Please note Mechanical amusement devices are not permitted.

List the proposed rides/devices below:

Amusement device	Registration No.	Provider	Operator name

For each ride/device, a copy of the items listed below are required by Council:

- Provider's Public Liability Insurance with details of the exact names of rides they will be providing - please note minimum amount of public liability coverage \$20,000,000 per company and the certificate **must list Canterbury-Bankstown Council as an Interested Party.**
- Please also note that there is no vehicles access to the park to unload the rides/devices. All amusement devices must be carried onto the set up area.
- The name of the "responsible person/s" that will be operating the rides/devices.

TERMS & CONDITIONS

- The Hirer accepts responsibility for the cost of repair of any damage or breakage to any part of the sporting fields, parks, building, fittings or other property of the Council caused through the use of Council's property by the Hirer.
- The Hirer has no right to sub-let any property of the Council and Council reserves the right to re-let the area on vacant days.
- In respect of enclosed areas where the Hirer may desire to charge for admission, that such admission charge must be submitted to Council for its approval.
- Council reserves the right to cancel any booking, if in its opinion the area is unfit for use, or the probable damage resulting from such usage would be detrimental to the future use of the area, even if a permit has been issued.
- In the event of inclement weather, please contact Council to determine if your event should proceed. The Hirer will be liable for any damage caused if they choose to continue with their event when the ground is in an unsuitable condition.
- The Hirer must leave the areas booked in a clean and tidy condition including locking of facilities at the conclusion of hire.
- The Hirer is responsible for the satisfactory conduct of all persons occupying any area/building during the period of hire.
- Council has the right to direct the attention of the Hirer to any breach of any of these terms and conditions.
- No vehicles are permitted to enter the grounds beyond the established car parks, including coffee vans.
- Council reserves the right to impose any further terms and conditions or charges in respect of the hire. Any additional fees and charges introduced by Council for the new financial year will be payable after July 1 each year. Such further terms may be in addition to or substitution of all or any of the charges, terms and conditions contained herein.
- The Hirer is responsible for the safekeeping of all keys issued. Under no circumstances are copies to be made. For a casual hire, keys are to be returned to the Customer Service Unit, Upper Ground Floor, Civic Tower, 66-72 Rickard Road, Bankstown on the first working day after the completion of the hire.
- A GST component is payable for the hire of sporting fields and passive reserves.
- Canterbury-Bankstown Council has made its children's playgrounds and sporting fields smoke-free. 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 at spectator areas at sports grounds or other recreational areas during organised sporting events.
- Fees must accompany this application form at least 10 working days prior to the event.
- A person must satisfy licensing laws and have the written consent of the Police to sell alcohol on public reserves.

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 City Council is to be incorporated into the insurance policy wording.**

The Hirer shall inform Council in writing of an event that may give rise to a claim under an insurance policy and shall ensure Council is kept fully informed of subsequent action or 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 or loss or damage to any property 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 hiring unless due to negligence of the Council.

If the applicant qualifies as a casual Hirer, the Hirer will be indemnified by the 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 the hirer, have read, understood, and agree to abide by the Canterbury-Bankstown Council Terms and Conditions for the hire of Council's Passive Parks. I agree to be fully responsible for the payment of fees and any additional charges arising out of hiring in accordance with the terms and conditions that have been supplied to me.

Signature: On Behalf of:

Name: 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.

BANKSTOWN CUSTOMER SERVICE CENTRE
Upper Ground Floor, Civic Tower, 66-72 Rickard Road,
Bankstown NSW 2200, PO Box 8, Bankstown NSW 1885

CAMPSIE CUSTOMER SERVICE CENTRE
137 Beamish Street, Campsie NSW 2194
PO Box 77, Campsie NSW 2194

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