

GENERAL CONDITIONS

1. The hirer must be at least 18 years of age to hire a Hornsby Shire Council sportsground, park, reserve or facility and may be required to provide identification upon request. An adult over the age of 18 years must be present at all times for the duration of the booking.
2. The hirer must disclose an accurate description of the purpose of hire. The facility may only be used for the manner described. Council may refuse any application or cancel any booking in the event of a breach of the Conditions of Hire or where usage is judged to be contrary to public interest including, but not limited to, non-disclosure or the supplying of misleading information as to the intended purpose of hire. Council will not be liable for any consequential loss arising from the cancellation of a booking.
3. By submitting a request or application for use of Council's sportsgrounds, parks, reserves or facilities, the individual or organisation is confirming they have read and agree to abide by Hornsby Shire Council's Conditions of Hire and any other applicable Council conditions.
4. The hirer to whom this booking confirmation is issued must ensure that all persons utilising the Council facility under this booking are aware and must abide by Council's conditions of hire.
5. Special conditions may be imposed for some types of bookings including, but not limited to additional security requirements, traffic control plans, risk management plans, safe work method statements and waste management plans.
6. While the Council will use its best endeavours to prepare the reserve, the hirers of the reserve are responsible for checking the condition of the reserve immediately prior to occupation and determine whether the reserve is fit for intended use.
7. The hirer is responsible to ensure that the behaviour of attendees at the event are respectful of the right to quiet enjoyment of other park visitors and park neighbours. The hirer must ensure that attendees park legally and do not obstruct driveways.
8. The hirer must comply with all Council requirements which may be displayed on notice boards erected at Council's reserves and it should be noted that penalties apply for breaches of such notices.
9. Council requires a minimum of 2 business days' notice to accept a booking for Crosslands Reserve. Bookings outside of this time frame will not be accepted without special approval. Council will only accept bookings 12 months in advance. Please note, all bookings are not authorised until Council has provided written confirmation.
10. Bookings are not approved until Council has provided written confirmation.
11. Agreement for use of a Council Park is only valid for the dates and times and specified in the booking confirmation and does not entitle the hirer to ongoing hire outside of the confirmed times.
12. The booking time is inclusive of any time needed to set up and pack up.
13. Council advises that a facility showing as being available does not automatically mean approval of a booking request. At all times, a booking request is effectively an application process that will be assessed and responded to at Council's discretion.
14. No alcoholic drink is to be taken onto Council's reserves. Generally, Council does not favour the service and consumption of alcohol at events where children are present.
15. The use of amplifiers, generators, the establishment of any stall, the establishment of amusement activities and the erection of temporary buildings, i.e. tents, marquees, etc, the operation of any amusement equipment and the sale of foodstuffs are prohibited unless special approval is given.
16. The use of drones is only permitted in designated areas. All operation of drones must be in accordance with CASA guidelines. casa.gov.au/aircraft/landing-page/flying-drones-australia.
17. The parking of vehicles on Council's reserves is prohibited, unless special approval is given.
18. All damage to Council property will be charged to the hirer.

19. The mass release of balloons is forbidden at all times.
20. The throwing of confetti or rice at wedding ceremonies is forbidden at all times.
21. The throwing of coloured chalk or other coloured mediums including coloured cornflower powder is not permitted at any time.
22. Council's reserves must be left in a clean and tidy condition.
23. ***The Working with Children Check*** (Office of the Children's Guardian).

Council has a legal obligation to notify third parties hiring/leasing Council facilities for a child (under 18 years old) related activity, of their legal obligations under "*Child Protection*" Legislation. The Working with Children Check (WWCC) is a requirement for anyone who works or volunteers in child-related work in NSW. All hirers who work/volunteer with children or provide a service to children under the age of 18 years old are required under legislation to complete a "*Working with Children Check*" (WWCC).

If the hirer has multiple staff working/volunteering with children, all are required under legislation to complete a WWCC.

Hirers must verify the WWCC with the *Office of the Children's Guardian*. The WWCC is valid for 5 years. For further information visit: <https://ocg.nsw.gov.au>.

24. At all times it is the hirer's responsibility to observe and adhere to the latest public health advice and COVID-19 advice from the NSW Government, please visit <https://www.health.nsw.gov.au/> for further information. The use of the facility may also be subject to additional cleansing and hygiene measures required by NSW Health and/or Council. Failure to implement these measures may result in the cancellation of any future hiring of the facility for the duration of the pandemic.

Fees and Charges

25. When cancelling a booking the required notice period must be given to receive a refund of the hire fees. The booking cancellation policy for Hornsby Shire Council is:

- More than 14 working days' notice - 100% refund
- 7-14 working days' notice - 50% refund
- less than 7 days' notice - no refund

Refunds are NOT issued due to wet weather.

Note - Shelter and Camping Booking Amendment – 1 date change permitted (if available) up to 3 working days prior to original booking date. Cancellation fees remain applicable from original booking date in all instances.

26. Notification of cancellations for all hirers must be in writing. Notifications will be accepted via post, or email: hsc@hornsby.nsw.gov.au
27. Hire charges for casual hirer/bookings are payable at the time of booking unless written agreement is attained from Council.
28. Council reviews fees and charges in line with a "financial calendar year" (July – June). Any changes will be effective from 1 July each year. Changes to fees and charges will apply to existing bookings in a new calendar year.

Noise Levels / Broadcasting Music

29. Amplified sound is not permitted. General noise levels must be kept at a reasonable level as to not disturb people visiting or living near the Reserve; Particularly noise in the car parks such as loud conversation and slamming doors. *POEO (noise control) Regulations 2008 under the Protection of the Environment Operations Act 1997* must be adhered to at all times. Further information is available at www.epa.nsw.gov.au/noise.
30. Public address systems are not permitted unless otherwise approved by Council. The PA system would only be considered for essential announcements in association with an approved Council event application and for the purpose of event management only, not for entertainment or commentary.

31. The hirer accepts responsibility to obtain the necessary permission from the owner of the copyright (as defined in the Copyright Act 1968) in a work, including obtaining appropriate licences and permits from “*The Australian Performing Rights Association Ltd (APRA) – Australian Mechanical Copyright Owners Society (AMCOS) and The Phonographic Performance Company of Australia (PPCA)*”, for the:
- a) Public Performance or, communication of music (“the public performance”); and,
 - b) The playing of recorded music in public (“the public playing of music”).
- The hirer indemnifies Council for any breach of copyright in a work or other subject-matter or, for not obtaining adequate permission for “the public performance” and the “public playing of music.”

Food Handling and Safety

32. Use of charcoal or wood BBQs is not permitted. Electric bbqs are available on site on a shared basis.
33. BBQs must be in good working order. Portable gas or heat bead barbeques must be a minimum of 50cm from ground level. Barbeques that sit on the ground are strictly prohibited. When using a portable barbeque be sure all parts of the unit are firmly in place and that the grill is stable. Never leave a lit barbeque unattended.
34. Outdoor use only - barbeques, pizza ovens, spit roasts and/or gas bottles must be monitored at all times whilst in use and any open flame must not be left unattended. In the event of a Total Fire Ban, hirers are obligated to follow the restrictions set by the NSW Rural Fire Service with regard to cooking with solid fuels and/or open flames. www.nswrfs.com.au
35. When food is offered for sale, the hirer must register their event on the NSW Food Authority website at www.foodauthority.nsw.gov.au and notify Council through the temporary stall notification form [Food Safety and Hygiene | Hornsby Shire Council \(nsw.gov.au\)](#).
36. Food offered for sale or sampling must comply with the *Food Act 2003* and the *Food Standards Code*. The following link to the guidelines for operating a temporary food stall may also provide some assistance in your preparation of the form [temp_events_guideline.pdf \(nsw.gov.au\)](#)
37. Food handlers may access free online food safety training “I’m Alert” through Hornsby Councils website at hornsby.imalert.com.au
38. If you will be handling food you are required to make yourself familiar and abide by the governments Food Safety Standards. Please visit their website for the most up-to-date information: <https://www.foodauthority.nsw.gov.au/>.
39. All food preparation and cooking within the facility MUST be conducted in the designated areas only. Hirers must protect the flooring/ground from grease and oil spills. Hirers must ensure that after use, all food preparation surfaces are thoroughly cleaned to ensure that no food, oil or grease remains.

“Indemnification and Termination of Agreement

40. The hirer will occupy and/or use the facility at his/her own risk.
41. Neither the Council nor its employees shall be liable for any loss, theft or damage sustained by the hirer or any person associated with the hirer or any person attending the facility.
42. The hirer will indemnify and keep Council indemnified for and against loss of, or damage to, Council property including buildings, furniture, fittings, flooring surfaces, grounds and landscaping where the loss or damage was reasonably preventable.
43. The hirer will indemnify and keep Council indemnified for and against all claims, actions, suits, costs and demands which may be made or recovered against Council by any person whatsoever in respect of any loss, injury (including death) or damage sustained in respect of or arising out of the hiring or use of the facility except to the extent that such loss, injury or damage is caused by the negligence of Council, its servants or agents.

- 44. In the event that the hirer commits a breach of any of the Conditions of Hire, Council and/or Police may immediately terminate the agreement and require immediate vacation of the facility without prejudice to any right or action which may arise prior to such termination. Any fees and charges paid by the hirer will be forfeited.
- 45. Council reserves the right to periodically update these Terms and Conditions of Hire. Changes will be communicated to hirers and hire agreements updated as required.

Emergency Responses

- 46. **In the event of an emergency, please phone emergency services on 000.**
- 47. In the event of damage sustained to Council facilities that requires an immediate response, please call 9847 6666
- 48. To report any other issues or provide feedback, please phone customer service on 9847 6666 or email hsc@hornsby.nsw.gov.au

Please note: FAILURE TO OBSERVE THE ABOVE CONDITIONS MAY RESULT IN CANCELLATION OF ANY FUTURE BOOKINGS.