

Terms and Conditions of Use - Recreational Facilities

Document Edition: July 2019

Reviewed: Annually

Terms and Conditions of Use - Recreational Facilities

1. General Terms & Conditions

1. Council's Hire Application Forms upon submission are a binding agreement with Council and shall come into effect upon Council issuing the Permit of use to the Hirer
2. Acceptance and comprehension of Council's Recreational, Open Spaces and Sports Grounds Conditions of Use is confirmed by the submission of this application form
3. The responsibility of adherence to Council's Recreational, Open Spaces and Sports Grounds Conditions of Use applies to both members of the hirer's club, association, group, officials, spectators and guests, both invited or not
4. It is the responsibility of the hirer as the responsible person to educate all stakeholders on Council's Recreational, Open Spaces and Sports Grounds Conditions of Use and uphold their adherence
5. Approved hirers of Council's recreation facilities are under no circumstances permitted to allocate or sublet any part of a facility to others without prior written consent from Council
6. For the purpose of this the booking application form and Council's Recreational, Open Spaces and Sports Grounds Conditions of Use, the term "Council" includes, where the context allows, its officers, rangers, contractors, agents and servants
7. Council reserves the right reserves the right to cancel booking applications and revoke permits at any point in the bookings process at its own and absolute discretion, Council may decline to comment on its reasoning.
8. Council reserves the right to refuse, relocate, or cancel bookings or revoke permits at any time if its recreational facilities are required for the purpose of Council business.
9. Any dispute arising between the Hirer and any employee of the Council shall be referred to the General Manager whose decision on the matter shall be final and conclusive
10. The Hirer indemnifies the Council against any claim, demand, action, suit or proceeding that may be made or brought against the Council due to as a result of a cancelled booking applications or revoked permits
11. Council takes no responsibility for any third party commitments entered into by the hirer if an application is cancelled or permit revoked
12. The erection of any form of structure may require a Development Application and the prior written consent of the Council, which consent may be withheld at Council's own and absolute discretion or granted conditionally, excluding temporary safety equipment (e.g. goal post padding)
13. The Hirer must not assign its rights under this agreement to any other party without the prior written consent of the Council, which may be withheld at Council's own and absolute discretion, any consent given under this clause maybe given conditionally or a new booking application may be requested giving way to an updated Permit being issued
14. Where recreational facilities are being repaired/maintained by Council, the Hirer must, in its use of these facilities comply with any lawful direction given by the Council, its officers, rangers, contractors, agents and servants
15. The Hirer's address for the service of any notices under this agreement shall be the address specified in the application. Service shall be taken to have been effected in accordance with section 76 of the Interpretation Act 1987.
16. It remains the responsibility of the hirer to advise Council should there be any alterations or foreseeable changes to the information they have supplied in this application as soon as practically possible
17. Council's reserves the right to refuse applications for the use of its recreation facilities at its own and absolute discretion for the purpose of New Year's Eve functions or 18th and/or 21st birthday parties
18. The Hirers responsibility as outlined throughout Council's Recreational, Open Spaces and Sports Grounds Conditions of Use extends to the amenities, structures, furnishings and fittings on the grounds of Council's recreational facilities (including but not limited to parks, open spaces, reserves, sporting fields, gardens)

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19. A hirer is not permitted to operate a private business or commercial venture from a Council facility other than what has been Permitted by Council
20. A hirer is under no circumstance to make any alteration to a facility without the prior consent of Council

2. Code of Conduct

21. Breaches of Council's Recreational, Open Spaces and Sports Grounds Conditions of Use may result in the cancellations of bookings and the revoking of permits
22. Hirers and their attendees are required to adhere to all reasonable requests from Council's officers, rangers, contractors, agents and servants, failure to comply may result in the cancellation of bookings and revoking of permits
23. Hirers and their attendees are to abide by all Council signage
24. The Hirer must remove any of its attendees from recreational facilities where, in the opinion of the Council, the attendee misconducts themselves and Council directs their removal
25. The Hirer must not (whether by act or omission) cause any damage to Council's recreational facilities or leave these facilities in an untidy state. Council may remedy a breach of this clause, the cost of which shall be a debt due from the Hirer to Council.
26. The Hirer must, as soon as practicable, make good any damage caused (whether by act or omission) to Council's recreational facilities. Council may remedy any breach of this clause, the cost of which shall be a debt due to Council from the Hirer
27. The Hirer must not use Council's recreational facilities at any times that Council, at its own absolute discretion, determines that the facilities are unfit for use or occupation.
28. The Hirer must not cause any nuisance to properties within the neighbourhood of the Council's recreational facilities, substantiated complaints may result in the cancellations of bookings or permits being revoked
29. The Hirer must ensure no games of chance, gambling or any other kind of illegal activity are conducted at the facility during their booking
30. The Hirer, its attendees, employees, volunteers and its agents must comply with all legal and regulatory and legislative requirements relating to the use of the facility. Including but not limited to legislation and regulations governing acts of discrimination, vilification, incitement, public disorder, offensive and unlawful conduct
31. The Hirer shall not use the address of Councils recreational facilities as a postal address for the conduct of their business or delivery
32. The Hirer and all responsible persons must be 21 years or older.
33. The hirer must use Council's recreational facilities only for the approved purpose, spaces, dates and times as indicated on the booking permit, failure to comply may result in fines and additional costs
34. Hirers are required to report all facility maintenance and safety issues relating to all Council recreational facilities to Council immediately

3. Seasonal Sports

35. The Hirer will be required to complete a Seasonal Sportsground Hire Application Form
36. Specific terms of operation will be specified in the Permit of Use
37. Council at its own and absolute discretion may enforce additional terms and conditions to those listed below
38. The winter sporting season will commence in April and end August
39. The summer sporting season will commence in September and end in February
40. Specific dates for all sporting seasons will be communicated in the Expression of Interest process and confirmed in permits issued
41. There is a two week period between seasons, where the grounds are not available for hire or utilisation; enabling recovery of sportsgrounds as well as preparation for the following season.

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42. Any use of sportsgrounds outside the indicated season dates is subject to the prior written consent of the Council, which consent may be withheld at Council's own and absolute discretion or granted conditionally.
43. An Expression of Interest process will determine allocation, detail open and close dates for seasonal booking application forms, playing dates for seasonal sports, closure periods between seasons for sportsground maintenance and provide further information relating to the Expression of Interest process
44. Football boots are strictly prohibited from Council's sportsgrounds, parks and reserves during the summer season

4. Bookings Process and Notice Periods

45. All applications for the use of Council's recreational facilities will be submitted to Council with a 28 day notice period prior to the desired booking date
46. In instances where a 28 day notice period has not been provided, Council will endeavour to process this application within the reduced time frame
47. Without the requested notice period, Council may not be able to process this application within a reduced notice period
48. The Hirer indemnifies the Council against any claim, demand, action, suit or proceeding that may be made or brought against the Council due to as a result of applications not being processed
49. Council does not issue tentative bookings in lieu of a completed application form or in response to an enquiry regarding availability
50. Council will not process "back up bookings" to hold additional dates as preferences, all dates requested will be invoiced and charged accordingly
51. In instances where a booking is assessed as high risk, Council may require more time to complete an extended assessment process and work through the logistics of the application. For that reason, Council encourages all Hirers to allow as much notice as possible for booking applications of this nature
52. Any time required for set up and pack up of a booking including all cleaning at the end of the booking must be included and paid for in the period booked. Council will not provide set up and pack up time in addition to your booked hours, the full period of your booking will be invoiced at cost
53. Pre-booking site visits can be arranged with staff during business hours and based on the availability of staff, a key deposit will be required in advance
54. No storage of any kind will be permitted on any section or part of Council's recreational facilities, without the prior written consent of the Council, which consent may be withheld at Council's own and absolute discretion or granted conditionally
55. Dropping off and storage of equipment to Council's recreational facilities before a booking, storage of equipment post booking for later collection will not be permitted
56. At its own and absolute discretion, Council may request the Hirer to attend an onsite induction for the facility before the booking date or issuing of a permit
57. At its own and absolute discretion, Council may request the Hirer to attend the start and end of the booking to ensure adherence to Council's Recreational, Open Spaces and Sports Grounds Conditions of Use
58. The persons listed on submitted booking applications, one off which will be the Hirer, will be noted as the main points of contact for Council, also known as 'responsible persons'. Council may refuse to liaise with other representatives to avoid instances of broken or ineffective communication, of the two contacts provided one must be available for contact at all times

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59. The Hirer is responsible for advising Council of changes in relation to responsible persons nominated on booking applications

5. Fees, Charges, Payment and Overdue Accounts

60. The hirer will pay fees in accordance with Council's Schedule of Fees and Charges
61. Council reviews all fees and charges prior to 30th June each year in order to set the Schedule of Fees and Charges for the following financial year
62. The Schedule of Fees and Charges is placed on public exhibition for a period of 28 days for community feedback before its endorsement by Council
63. Council will only accept booking applications and issue permits one (1) calendar year in advanced from the current calendar year in which the application was received
64. An invoice will be raised for all fees and charges, which must be paid as per Council's Terms of Payment, including all invoices being paid within 30 days
65. A Permit of Use will be issued upon payment as confirmation of your booking or upon the establishment of an approved payment plan with Council
66. Payment plans will only be made for annual, seasonal and regular booking applications, all casual hire, not associated to an existing account with Council will be invoiced and payable before the booking date
67. Council at its own and absolute discretion may reject requests to enter into a payment plan and reserves the right to withhold details around its decision to reject such requests
68. A refundable key deposit is payable in advance for the use of Council's recreational facilities and amenities blocks, in accordance with Council's Schedule Fees & Charges
69. A refundable bond for the hire of Council's recreational facilities may be payable in accordance with Council's Schedule Fees & Charges
70. Charges may also apply for additional items in addition to standard hire fees, including but not limited to
- a. Administration
 - b. Flood lighting
 - c. Line marking
 - d. Field preparation
 - e. Clean up
 - f. Ranger / staff call outs
 - g. Emergency service call out fees
 - h. Security services / paid police
 - i. Electricity
 - j. Water
 - k. Additional amenities
 - l. Fines incurred by Council at the Hirer's fault
71. Penalties - The Hirer may be charged additionally in the following instances:
- a. The Hirer is late in vacating the premises
 - b. The premises are accessed outside of the booked hours
 - c. Unauthorised use of additional spaces within the facility
72. Taxes and Duties - The Hirer must pay all taxes, duties and government charges imposed or levied in connection with this booking.
73. GST - Is included in the hourly rates and is to be paid by the Hirer. No GST is payable on bonds, although, reparations against the bond will be liable to GST. Costs plus GST will be taken into account in calculating any refund.
74. Council reserves the right to pursue all monies owed and will engage the services of debt recovery agencies to act on its behalf

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75. Where in this agreement there is a debt due to the Council from the Hirer, the Council may, in its absolute discretion, call upon the Bond to satisfy the debt. In any such event, the Hirer must, as soon as practicable, replenish the Bond
76. The Hirer must not charge an entry fee to the Council's recreational facilities without the prior written consent of the Council, which consent may be withheld at Council's own and absolute discretion or granted conditionally.
77. Council reserves the right, at its own and absolute discretion, to refuse or terminate this agreement, reject applications and revoke permits on the basis of unpaid fees and charges and/or the breach of agreed payment plans and/or extended due dates on monies owed to Council
78. Monies owed to Council shall include all possible debt and is not exclusive to the hire of Council's recreational facilities

6. Confirmation & Permits

79. Upon payment or the establishment of an approved payment plan a Permit of Use will be issued as a confirmation of your booking
80. It is the responsibility of the hirer to make this Permit available upon the request of Council's officers, rangers, contractors, agents and servants, failure to do so can result in the cancelation of bookings or revoking of permits
81. Council reserves the right to include additional conditions to permits after their original issue date

7. Cancellations and Refunds

82. Should the Hirer cancel this agreement, the Hirer shall pay Council in terms of following schedule:
 - d. Cancellations of less than 14 days' notice will incur a penalty of 50% of the hire fee
 - e. Cancellations of less than 7 days' notice will incur a penalty of 100% of the hire fee
 - f. Rescheduling of bookings will be offered in instances of wet weather, should no suitable facility be available, a refund will be issued
83. Penalties incurred on the facility preparation may be charged in addition to the schedule above
84. All cancellations are to be submitted to Council in writing by the Hirer, phone / face to face conversations will not suffice
85. Refunds or credits will not be issued on the basis of incorrect information submitted as part of this application

8. Safety & Risk

86. In accordance with section 5N of the Civil Liability Act 2002 (NSW), the Hirer uses Councils recreational facilities at their own risk
87. The Hirer must comply with all applicable laws and Australian Standards at all times when using Council's recreational facilities, without limiting the foregoing, the Hirer, in using portable soccer goalposts, must comply with Standards Australia guidelines HB 227-2000 (Portable soccer goalposts – Manufacture, use and storage)
88. All hirers are to first required to undertake a comprehensive safety and site inspection of Council's recreational facilities before the commencement of their booking. The hirer will be required to identify and report any safety concerns (hazards) or maintenance issues immediately to Council
89. Should a hirer fail to report safety concern (hazards) or maintenance issue and proceed with use of Council's recreational facility before these hazards are addressed, this is done so at their own risk. Should the Hirer proceed, the Hirer indemnifies the Council against any claim, demand, action, suit or proceeding that may be made or brought against the Council arising from the Hirer's use of Council's recreational facilities
90. Should an accident, injury, loss of property or damage occur whilst using Council's recreational facilities, the hirer must notify Council's Sports and Recreation Team by the next working day
91. The hirer must maintain emergency access to Council's recreational facilities at all times as per designated access points/routes

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92. It is the responsibility of the hirer to ensure their practices whilst using Council's recreational facilities follow general safety principles and do not place their attendees or general public at risk
93. It is the responsibility of the hirer to ensure regulations in regards to workplace safety must be met in accordance with the WH&S Act 2011.
94. It is the responsibility of the hirer to ensure and any contractors have adequate workers compensation and other insurances as required by relevant laws and regulations
95. At its own and absolute discretion, Council may request the Hirer to undertake a risk assessment for their booking
96. Council encourages that all equipment used in Council's recreational facilities meet the Australian products safety guidelines and standards
97. Council encourages that hirers have an adequately stocked and up to date first aid kit with them onsite for the duration of their booking
98. The Hirer will not allow any flame, candle, explosive, fuel, pyrotechnic, flammable liquid or substance to be brought to or used at Council's recreational facilities.
99. The Hirer will not allow any firearm, ammunition or any dangerous weapon to be brought to or uses Council's recreational facilities.

9. Wet Weather & Facility Closures

100. Council, at its own and absolute discretion, unless advised otherwise, will determine the closure of Council's recreational facilities due to wet weather or renovations or in any situation where conditions are deemed unsuitable or unsafe.
101. Use of Council's grounds after closures may result in booking applications being cancelled or permits being revoked
102. It is the hirer's responsibility to check the playing status of sports fields and parks during wet weather before use, please contact Council's Wet Weather Line on 9562 1637 or you can visit its [website](#). Please note, on weekends, the information line is the best source for accurate and up to date information.

10. Public Liability and Insurance Claims

103. The Hirer indemnifies the Council against any claim, demand, action, suit or proceeding that may be made or brought against the Council arising from the Hirer's use of Council's recreational facilities, except where the claim demand, action, suit or proceedings relates to the negligent act or omission of Council.
104. If an insurance claim is made, the Hirer will be responsible for excess fees.
105. In instances where a Hirer has their own insurances, even in situations where it is not specifically requested by Council, liability and accountability will at all times be held to the Hirer's insurances
106. The Hirer shall have in effect throughout the term of this agreement a policy of public liability insurance in a sum of \$20,000,000. The policy must note the interest of the Council and must be on terms acceptable to the Council.
107. The policy must be endorsed to include Council as a joint insured and contain a cross liabilities clause naming Council as a principal, being held by the hirer and the Council for the duration of the permit.
108. The Hirer must not do anything that will void or otherwise negatively affect their insurance policy and must, as soon as is practicable, inform the Council in writing of any such voidance or negative effect.
109. The Hirer must promptly advise the Council in the occurrence of an event that gives or may give rise to a claim under their policy and must keep the Council fully informed of subsequent action and developments concerning the claim.
110. An updated Certificate of Currency is to be submitted with this application to Council prior to a permit being issued
111. Council will not hold a hirers Certificate of Currency on file and an updated certificate will be requested with every application

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112. Failure to produce proof of such cover will result in the cancellation of booking applications or permits being revoked

11. Working With Children

113. Hirers that provide activities which involve children less than 18 years of age must comply with the Child Protection (Working with Children) Act 2012 No 51

114. Working with children's check clearances must be sought where applicable for child related work or interactions

115. Hirers are required to be able to provide, on request, all WWCC numbers, names and dates of birth for relevant stakeholders under the act, this information must also be made available to potential customers upon their request

116. Failure to do so may result in Council cancelling booking applications or revoking permits

117. Hirers must disclose to potential customers/stakeholders that they 'the Hirer' are an independent body from Council in any enquiry relating to their own practices, processes and conduct surrounding 'working with children'

118. Children must be supervised at all times by an adult.

119. More information about child safe practices can be found at the Office of the Children's Guardian

120. Council assumes no responsibility or accountability to enforcing adherence to the above terms and conditions relating to 'Working With Children', the responsibility and accountability of which sits solely with the Hirer

12. Access and Lost Property

121. No vehicles are to be taken onto Council's recreational facilities, including but not limited to its grounds, parks, fields, reserves, gardens and open spaces without prior written permission

122. The Hirer must not drive any vehicle onto Council's recreational facilities unless there is provision for vehicles by way of roads and parking areas

123. The hirer shall provide unrestricted access to Council's recreational facilities at the request of Council's officers, rangers, contractors, agents and servants or the request of emergency services or police for any purpose, including but not limited to maintenance

124. Where access to canteens, change rooms, toilet blocks or other amenities is provided as part of a permit, keys or access cards are to be provided to Council the next business day upon expiry

125. The Hirer must not copy any keys or access cards made available by the Council to the Hirer for the Facilities

126. Hirers must not provide access to Council's recreational facilities to other hirers or members of the public, their access will be confirmed by their own possession of the appropriate keys or access cards

127. Hirers must not transfer the ownership of keys or access cards to another hirer without Council's prior written consent

128. Hirers will seek permission before transferring the ownership of keys between members of its own club, association, organisation or group

129. Council reserves the right to control the facility including all means of entry and exit, the timing of opening and closing the doors or gates and the admission of the public. This includes the right to refuse admission to any person or persons based on its own discretionary assessment

130. Any property found in Council's facilities will be retained by Council until claimed by the owner upon satisfactory proof of ownership. If lost property is not collected within 3 months, the property may be disposed of or donated at the discretion of Council with no notification required from Council

131. The number of keys and access cards provided to each Hirer will be minimised where possible to reduce the number of keys and access cards in circulation

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13. Cleaning, Waste, Toilets & Other Amenities

132. Following each use, Council's recreational facilities are to be left in a clean and tidy condition, this extends to canteens or change rooms or other amenities that have been provided. Failure to do so will result in an invoice being issued for cleaning costs incurred by Council.
133. Hirers will report issues relating to cleanliness and hygiene to Council immediately
134. Council endeavours to provide adequate waste disposal facilities across its recreational facilities for general use. However, all rubbish that cannot be disposed of with amenities supplied must be removed from the grounds and disposed of after each use by the Hirer
135. Fees may be charged for additional cleaning provided by Council
136. The hirer agrees to have assessed that the toilets, waste and related amenities provided at Council's recreational facilities, ensuring they are sufficient to serve the needs of the likely number of attendees that will attend the Hirer's booking
137. In instances where additional toilets, waste and related amenities are required, the hirer will obtain the Council's consent for the installation of any additional temporary amenities to address any deficiency at the Hirers cost, to ensure adequate standards of hygiene and waste management are maintained
138. Additional amenities installed will be done so in a proper and safe manner and in accordance with any directions from Council and other industry standards
139. The Hirer shall at the expiration of their permit remove any temporary amenities installed in accordance with any directions from Council and other industry standards at the Hirers own cost
140. The use of rice, glitter, confetti, 'silly string', balloons or other finite or environmentally damaging materials are strictly prohibited.
141. Council encourages all hirers to consider the impact of their booking on the environment and take steps to minimise and remedy such impact where possible

14. Security, Emergency Services, Parking, Alcohol, Noise, Anti-social Behaviour and Smoking

142. All parking regulations and timing restrictions must be maintained, hirers and their attendees should refrain from parking on public driveways, grass verges and footpaths
143. Council's recreational facilities including but not limited to its grounds, parks, fields, reserves and/or open spaces are not to be used as parking amenities without prior written consent
144. Smoking is not permitted in all Council's recreational facilities under the Smoke-free Environment Act 2000 and the Smoke-free Environment Regulation 2016, fines for breaching these regulations may apply.
145. The Hirer must not consume alcohol on Council's recreational facilities without the prior written consent of the Council, which consent may be withheld at Council's own and absolute discretion or granted conditionally.
146. The sale of alcohol in all Council recreational facilities is prohibited unless approved by Council as an exemption. This exception application requires a multi-function license provided by the NSW Liquor & Gaming. This license must be submitted to your nearest police station after Council approves your proposed exception and booking application.
147. Superseding the above, all alcohol free zones in Council's recreational facilities are to be observed by hirers and their attendees
148. The hirer may only allow amplified sound equipment to be used provided that it does not cause a noise nuisance, offence or unreasonably interfere with the residents of neighbouring properties or other persons using Council's recreational facilities as defined in the Protection of the Environment Operations Act 1997.
149. Suggested operating guidelines include:
 - a. *Announcements and music should only be amplified to a level that is sufficient to reach the perimeter of the event.*
 - b. *Deep base sounds should be avoided as they tend to travel further than higher frequencies.*

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c. Speakers should be directed downwards and inwards and away from surrounding properties.

d. The amenity and comfort of the neighbours should be respected

150. Any breach of noise regulations may result in the Council, an Officer of the Environment Protection Authority or police taking action under the Protection of the Environment Operations Act 1997.

151. Authorised Officers have the power to serve a verbal Noise Abatement Direction which, if not promptly complied with, can result in the issue of a Penalty Infringement Notice or serious contraventions, prosecution in the Local Court.

152. Council may at its own and absolute discretion cancel booking applications or revoke permits should a Hirer cause said nuisance, offence or unreasonably interference

153. Council at its own and absolute discretion reserves the right to cancel booking applications or revoke permits at any point in response to antisocial or criminal behaviour undertaken by the hirer or their attendees

154. Hirers are responsible for noise generated by all attendees of their booking, this includes their arrival to, duration of the booking and their departure from the facility.

155. Noise produced must not occur after 10:00pm on any given day, any request from Council or police to reduce noise levels shall be complied with immediately.

156. At Council's own and absolute discretion, it may require a hirer to engage the services of a third party security provider or paid police service, at its own cost, should it have concerns relating to risk and safety

157. At Council's own and absolute discretion, it may require a hirer to notify police, fire and ambulance and other emergency services of their booking in writing and to provide proof of receipt to that notification, in writing

158. Hirers and their attendees are required to adhere to all reasonable requests, relating to the above, from Council's officers, rangers, contractors, agents and servants, failure to comply may result in the cancellation of bookings and revoking of permits

159. A Hirer is not permitted to keep an animal onsite for the duration of their booking, excluding service animals

15. Photography, Filming and Social Media

160. All filming and photography with intention to be broadcasted, televised, reproduced and/or recorded for public distribution must be approved by [Council's Filming and Still Photography Application](#).

161. The Hirer will ensure all filming and photography is compliant with [Local Government Filming Protocol](#)

162. Council and or its recreational facilities should not be represented in a defamatory or unjust way via the Hirers personal use of social media

163. The Hirer will respect the right of the general public to decline being captured in any photography and filming being undertaken

16. Food Production, Sales and Catering

164. No food is to be produced or sold at Council's recreational facilities without the prior written consent of Council, Council expects to be notified of such intention via the submission of a Booking Application Form

165. Failure to notify Council under the Food Act 2003 may result in Council issuing a PIN

166. The sale and production of food will be categorised as commercial or community

167. The commercial sale and production of food must be approved by Council's Compliance Team via the submission of a Temporary Food Premises Form, fees apply as per Council's Schedule of Fees and Charges

168. For the production and/or sale of food at Council's recreational facilities, Council will require the completion of a Temporary Food Premises Form, this form is due to Council 28 days before the requested booking date

169. The community sale or production of food is exempt from the completion of a Temporary Food Premises Form if all following conditions are met in full:

Rockdale Customer Service Centre

444-446 Princes Highway
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ABN 80 690 785 443

Eastgardens Customer Service Centre

Westfield Eastgardens
152 Bunnerong Road
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- a. *The hirer possesses a Food Authority Licence, issued by the Department of Primary Industries NSW Food Authority*

Or

- b. *The Hirer possess current public liability that covers the production and sale of food in a charitable / not for profit setting*
- c. *The Hirer indemnifies Council against any claim, demand, action, suit or proceeding that may be made or brought against the Council arising from the Hirer's production or sale of food at Council's recreational facilities, except where the claim demand, action, suit or proceedings relates to the negligent act or omission of Council*
- d. *The food being produced or sold is for the purpose of a community or charitable cause*
- e. *The food being produced or sold is compliant with the Food Act 2003 and Food Standards Code*
- f. *The food produced is thoroughly cooked, kept under temperature control whilst being served and is consumed immediately after being cooked, food must not be stored for later consumption or reheated*
- g. *Food produced and sold must in no way pose a health risk, that is, potentially hazardous food such as any food that requires temperature control to be kept hot or cold in order to be safe for consumption*
- h. *Adherence to all other points set out in this section of Council's Terms and Conditions of Use – Recreation Facilities*
- i. *For more information visit: www.foodauthority.nsw.gov.au/industry*
170. Council may at its own and absolute discretion approve or conditionally approval all requests relating to the production and sale of food at its recreational facilities
171. Any food produced or sold at Council's recreational facilities must be handled in a manner that complies with the requirements of the Food Act 2003, Food Standards Code Standard 3.2.2 - Food Safety Practices and NSW Food Health and Safety Guidelines
172. For the safety and health of people attending a booking it is recommended that the Hirer ensures that their caterer is appropriately registered and follows the same regulations, standards and guidelines, and where applicable, manufacturing and wholesaling guidelines
173. The use of open fire barbeques/pits is strictly forbidden
174. The use of electric barbeques is permitted, the hirer must ensure the barbeque is properly maintained, tested before every use, kept clean and hygienic and meet all relevant Australian Standards including but not limited to AS/NZS 60335.2.78:2005
175. The use of gas barbeques is permitted, the hirer must ensure the barbeque is properly maintained, tested before every use, kept clean and hygienic and meet all relevant Australian Standards including but not limited to AS/NZS 5263.1.7:2016
176. For the use of gas barbeques, all gas cylinders must meet all relevant Australian Standards including but not limited to AS 2030.1-2009
177. More information on caterers and the requirements under which they must operate can be located via the [NSW Food Authority website](http://www.foodauthority.nsw.gov.au/industry)

17. Facility Maintenance, Equipment, Other Devices and Line Markings

178. All equipment is to be removed upon completion of all bookings.
179. Where applicable, Council will peg and line mark all fields at the start of the season. If remarking is requested or fields are realigned by clubs during the season, the cost of line marking charged to club or associations, requesting that work.
180. No line marking, alterations or modifications are to be made to any sporting fields without the prior written consent of the Council, which consent may be withheld at Council's own and absolute discretion or granted conditionally

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181. Should a recreational facility be used for cross country/fun runs, group fitness activities or athletics, care must to Hirers are ensure the general public utilising the recreational facility are not inconvenienced or placed at risk,
182. Hirers are not permitted to change locks or security systems (includes pin access codes) without the written consent of Council
183. Council reserves the right to cancel booking applications or revoke permits for the purpose of facility maintenance or redevelopment both planned and otherwise

18. Advertising

179. No advertising or signage of any kind will be permitted on any section or part of Council's recreational facilities, without the prior written consent of Council, which consent may be withheld at Council's own and absolute discretion or granted conditionally
180. All requests to display banners on/at Council's recreational facilities must be submitted to Council in writing, prior to the banner being erected, this applies retrospectively to banners that have been erected outside of this process
181. Requests submitted must detail the proposed banner design, content, wording, location, size and period for display
182. If approved, such requests allow for banners to be erected in a semi-permanent fashion, no banner will be erected permanently under any circumstance
183. Banners must solely be for the purpose of promoting participation in local sport, not for the purpose of revenue raising or 'branding' a recreational facility with a particular club/association's logo, colours or visual presence
184. If approved, Council will issue a Permit of Use, in which the terms and conditions of the banner display will be detailed, including the location, size and period for display, any banner displayed without a permit will be removed and disposed of by Council
185. Council will remove all banners that have not been taken down after the expiry of a Permit and where possible make a reasonable attempt to return the banner to the hirer in such cases
186. Council reserves the right to remove a banner at any point at its own and absolute discretion, should Council deem it necessary. Council will make a reasonable attempt to return the banner to the hirer in such cases
187. Requests will only be accepted from local sporting clubs and associations, this specifically excludes both affiliated and non-affiliated academies who may operate in partnership with said club or association
188. Council will not accept such requests from individual hirers, businesses and club/association sponsors or affiliates
189. Banners must not include the names or logos of sponsors, affiliates or businesses
190. Approvals will be restricted to one (1) banner per hirer
191. Banners must be made from vinyl and not exceed 2 x 4 meters in size
192. Banners must be manufactured as per as per Australian Standards
193. All banners must be affixed by the use of cable ties only, not rope/string, drilled in, glued, chained or by any other means
194. Additional structures like pegs, frames or other footings and fixtures are not to be erected as a means by which to secure the banner
195. Banners are not to be affixed to trees or other natural features
196. Banners are not to impede walkways, thoroughfares or hang across alcoves or passageways
197. Banners must not cause risk, nuisance or offence to the community
198. Banners must not include offensive imagery or wording
199. The club / association who have erected the banner will be held accountable for any and all damages to the recreational facility caused by the display of said banner

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200. Council observes no responsibility or accountability for any and all damages to banners once erected
201. The club / association must provide Public Liability that specifically includes the display of banners as covered by the insurance policy
202. The Hirer indemnifies the Council against any claim, demand, action, suit or proceeding that may be made or brought against the Council arising from the Hirer's use of a banner on Council's recreational facilities, except where the claim demand, action, suit or proceedings relates to the negligent act or omission of Council.

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