# Park Hire Application

## Picnics, Group Fitness and Weddings

### Applicant Details

<table>
<thead>
<tr>
<th>Ms/Mr/Mrs/Other (please state)</th>
<th>Family Name</th>
<th>Given Name</th>
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<tbody>
<tr>
<td>Company/Club or Association (if applicable)</td>
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<table>
<thead>
<tr>
<th>Address</th>
<th>Suburb</th>
<th>Postcode</th>
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<tbody>
<tr>
<td>Phone</td>
<td>Mobile</td>
<td>Email</td>
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### Alternate Contact

<table>
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<tr>
<th>Phone</th>
<th>Mobile</th>
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### Mailing Address (if different from above)

### Booking Details

I wish to book ___________________________ Park/ Reserve on

<table>
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<tr>
<th>Date</th>
<th>From: _____ am/pm</th>
<th>To: _____ am/pm</th>
<th>Number of People: _____</th>
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### Type of Activity:

- [ ] Community Picnic
- [ ] Corporate Picnic
- [ ] Group Fitness
- [ ] Wedding
- [ ] Dog Training
- [ ] Jumping Castle
- [ ] Other (please describe) ____________

### Public Liability Insurance

Public liability insurance for $20 million is required for all park bookings except Wedding Ceremonies/ Photos and Picnics without entertainment activities. You must attach a copy of the Certificate of Currency to this booking form.
Please Note
1. If a booking is cancelled for any reason other than wet weather a Cancellation Fee may apply.
2. Council can cancel a booking if a park / reserve is deemed unfit for use.
3. Wet Weather- In the event that wet weather renders the park unfit for use a refund or reallocation may be given. Applications for refunds must be in writing and received at Council no later than 14 days after the event.
4. The personal information required on this form may be available for public access under various legislation.
5. Council will endeavour to process all applications within (3) three working days where possible

Fees & Charges

Picnic
Community Organisation / Individual over 100  $93.50 per day
People or with equipment e.g. jumping castle

Schools Inside LGA  No Fee
Schools outside LGA Admin Fee  $100
Schools outside LGA Park Hire Fee  $93.50 per day

Corporate Picnic Admin Fee  $100
Corporate Picnic (refer to fees and charges)  From $272 per day

Personal Training
Admin Fee  $100
Per 2 hour session  $15.00
Commercial  $1,673 per annum

Other
Weddings Parks / Beachfront  $264 per booking
Dog Training Admin Fee  $100
Dog Training  $23 per hour

Declaration
I have been presented with and have read both the Council Recreation and Community Facilities Management Policy and the Recreational, Open Spaces and Sports Ground Conditions of Use of hire attached and agree to abide by them

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<th>Applicant’s Signature</th>
<th>Date</th>
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<tr>
<td>______________________</td>
<td>____ / __ / ____</td>
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Recreational, Open Spaces and Sports Grounds Conditions of Use

Permit holders are bound by Council's Recreation and Community Facilities Management Policy. Council will retain ownership and control of all its Recreation and Community facilities, as well as any facility or external sports ground infrastructure items constructed or improved through collaborative arrangements to ensure sustainability of these assets. This policy statement applies to all Recreation and Community facilities owned or managed by Council. A copy of Council's Recreation and Community Facilities Management Policy is available on our website at www.bayside.nsw.gov.au. Please ensure that you have read and understand this policy prior to signing this agreement. If you have any questions or concerns, please do not hesitate to contact Council’s Recreation Booking Officer on 1300 581 299.

It is the responsibility of the hirer to inspect the facility to ensure it meets the requirements prior to booking.

Payment
1) The Permit holder shall pay a rental fee and/or administration fee in accordance with Council's Adopted Fees & Charges.

2) Failure to pay the required fees prior to the collection of the Permit by its due date will result in the permit being cancelled.

3) All fees are to be paid prior to the issuing of any permits.

4) A refundable key deposit is payable in advance by all users wishing to have keys for Council facilities and amenities blocks, in accordance with Council's Adopted Fees & Charges.

Risk Management and Work Place Safety
5) All hirers are to undertake pre use, pre-practice and pre-game inspections and make decisions on the grounds fitness for use. Hirers must inspect any structures and in ground sprinklers etc. for safety prior to use and ensure that all equipment is firmly secured. Any unsafe facilities or grounds should not be used and should be reported immediately to Council. Further, any difficulties with night training lights should be immediately reported.

6) Should an accident, injury, loss of property or damage occur whilst using the facilities or grounds, the organiser must notify Council's Coordinator WH&S and Risk Management within seven (7) days.

7) The organisers must maintain an emergency access at all times.

8) Proper supervision to be given at all times to ensure other park users are not put at risk.

9) In case of Wet Weather, permit holders must ring the Wet Weather Hotline 9562 1637 before games are played. Information on this hotline must be strictly adhered to.

10) Unless specified otherwise, a Public Risk Insurance Cover, in the sum of $20,000,000 is required. The policy must be endorsed to include Council as a joint insured and containing a "cross liabilities" clause, being held by the applicant and the Council for the duration of the season. An updated Certificate of Currency to be forwarded to Council prior to the permit being handed over. Failure to produce proof of such cover will cause this permit to be withdrawn without notice.

11) All groups and individuals overseeing activities with children should ensure they have in place valid working with children approvals.
12) All regulations in regards to workplace safety must be met in accordance with the WH&S Act 2011.

**Code of Conduct**

13) Regular complaints as a result of poor behaviour and or misuse of Council facilities or grounds may result in the immediate cancellation of the permit and will impact on any future usage.

14) It will be the responsibility of the permit holder to control the conduct of any players, supporters, visitors, spectators or any person associated with the activity on site and comply with all reasonable directions to the satisfaction of the Director of City Services or other authorised officer.

15) Permit holders will nominate and provide to Council the names of two representatives who will be Council’s point of contact.

16) All users of Council’s recreation and community facilities are financially liable for any additional cleaning required or damages sustained to Council property or sports fields whether through their own action, or the actions of their contractors, participants and visitors attending any activity they have organised. Damage of a significant nature will result in all future bookings held by the offending organisation being cancelled.

**Food and Alcohol**

17) No alcoholic beverages to be taken onto Council premises, Reserves or adjoining areas. Organisations and sporting clubs with a liquor licence require permission from Bayside Council to serve alcohol on the premises. Sports clubs and Organisations cannot under the NSW Liquor Act give permission to, allocate the licence to, or allow groups not named on the licence to serve alcohol on Council premises.

18) No food is to be sold without prior permission of Council. Any food sold on the premises must be handled in a manner that complies with the requirement of the Food Act 1989 and the Food Standards Code Standard 3.2.2 – Food Safety Practices. A copy of notice to the Food Authority is required by Council.

**Smoking**

19) Smoking is prohibited in all Council owned and operated buildings and facilities.

**Noise**

20) The permit holder may only allow amplified sound equipment to be used provided that it does not cause a noise nuisance or unreasonably interfere with the residents of neighbouring properties or other persons not attending this function. Use the designated areas in such a manner that no nuisance is caused and no offensive noise and in particular will not provide or permit any entertainment or operate loudspeakers or transmit music after 10:00pm nightly.

This permit does not allow the permit holder to cause "Offensive Noise" as defined in the Protection of the Environment Operations Act 1997. As a guide to preventing a nuisance arising, the following suggestions may assist:-

- Announcements and music should only be amplified to a level that is sufficient to reach the perimeter of the event.
- Deep base sounds should be avoided as they tend to travel further than higher frequencies.
- Speakers should be directed downwards and inwards and away from surrounding properties.
- The amenity and comfort of the neighbours should be respected.

An instruction given on the day by an Authorised Officer of the Council, a Police Officer or an Officer of the Environment Protection Authority to cease making noise which, in the opinion of the officer is offensive, must be complied with. 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.
Equipment, Other Devices and Line Markings

21) The permit holder is to ensure that the manufacture, use and storage of portable soccer goalposts is in accordance with guidelines contained in handbook HB227-2003 issued by Standards Australia. The handbook has been based on guidelines developed by the Department of Fair Trading New South Wales due to concerns about safety aspects of portable soccer goalposts and several deaths occurring through their use or storage. The handbook has been sent to soccer clubs and sports clubs throughout NSW.

22) All unsecured equipment is to be removed upon completion of activities.

23) 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 will be a charge against the club/association, requesting that work.

Subletting of Facilities, Sports Grounds / Open spaces

24) Approved users of Council’s recreation and community facilities, sports grounds and open spaces are not under any circumstances permitted to allocate or sublet any, or part of the facility, sports ground, fields that they have been allocated under a permit to other groups and users, whether for financial gain or not, without written consent from Council.

Facility Management, Ground Access and Cleaning

25) No vehicles to be taken onto Reserves / Open Spaces without written permission from Council.

26) Following each use, the Reserve is to be left in a clean and tidy condition. Where access to canteens or change rooms has been provided these must similarly be left in a clean and tidy condition. Failure to do so will result in an invoice being sent for cleaning costs incurred by Council.

27) Where access to canteens, change rooms or other amenities is provided as part of this permit, the keys are to be returned to Council at the end of the permit period so these facilities may be allocated to other users.

28) Where access to canteens, change rooms or other amenities is provided as part of this permit, the permit holder will take all reasonable steps to provide access to Council Officers from time-to-time (if required).

29) Permit holder to report all defects and risks to Council.

30) If the ground or facility is used for cross country/fun runs, group fitness activities or athletics, care must be taken to ensure the general public utilising parks are not inconvenienced. Failure to comply with this condition may cause this permit to be withdrawn.

31) Whilst Council endeavours to provide adequate toilet facilities for its grounds, it is the responsibility of Organisations hosting large events/activities to provide adequate additional port-a-loos to ensure adequate standards of hygiene are maintained.

32) Organisers must maintain an emergency vehicle access at all times

33) All parking regulations must be maintained

34) Refrain from parking on Public reserves, grass verges and footpaths of any thoroughfare.

Signage, Storage of Equipment, Locks and Security Systems

35) All users of Council’s recreation and community facilities are not permitted to erect signage on the exterior of any buildings or grounds without the approval of Council. No items are permitted to be stored within a facility or on a sports grounds. Items stored within a facility or on a sports ground without the approval of Council will be removed. Moreover, users are not permitted to change locks or security systems (includes pin access codes) without the expressed written approval of Council.
36) When seeking to erect banners across road ways permission should be granted in the case of local roads by council all other roads from the RMS. The banners can only be erected and dismantled outside of peak traffic times.

Cancellation
37) Ground(s) is/are allocated on the understanding that no refund will be made for non-use, once allocated which includes closure due to wet weather. Council may at its discretion, however, cancel any allocation where further use may cause ground deterioration or unsafe conditions. In this instance an alternative ground may be provided or, should no suitable ground be available, a refund given.

38) Council reserves the right to close all facilities and grounds in extreme wet weather conditions, where recommended by the Bureau of Meteorology or relevant emergency service.

General
39) There is a possibility that some facilities (amenities, buildings and car parks) may be disrupted during the period of this permit in order for them to be refurbished or upgraded. Although this is not certain at the time this permit is issued, it is Council's intention to give advance notice of any short-term temporary arrangements that may be necessary to ensure.

40) Council reserves the right to alter any arrangements made in view of future ground maintenance and redevelopment. If this needs to occur it is Council's intention to give advance notice of any short-term temporary arrangements that may be necessary to ensure the safety of ground users.

41) The instructions of Council's Inspectors, Officers and the Police are to be strictly adhered to.

42) Any breach or failure to comply with the above conditions will result in the immediate cancellation of this permit.

43) Council reserves the right to include additional conditions to permits were deemed necessary by Council.

44) Where possible and excluding seasonal allocations and those applications requiring approval of traffic management plans; Council will endeavour to process all applications within three working days following receipt of application.

ADDITIONAL CONDITIONS
45) Additional conditions, as specified by Council, will apply to Seasonal Sports, Wedding’s, Filming, Picnics, Fitness Activities, Water Sports Activities, Circuses, Fireworks, Festival’s and Events.

46) Weddings:
   - No confetti or similar materials to be used. The park to be left clean and tidy, failure to do so will result in invoice being sent out or deposit withheld to cover the cost of cleaning incurred by Council.
   - No more than twenty (20) chairs and (1) one small card sized table to be taken into the park.
   - No area of the park to be reserved by placement of furniture or ropes etc.
   - Alcohol is allowed for the purpose of toasting at wedding ceremonies held within the park.

47) Picnic:
   - No vehicles to be taken onto reserve without council’s prior consent.
   - Proper supervision to be provided at all times to ensure that other park users are not put at risk.
   - Only one tent, no greater than 4m by 4m, to be taken onto the reserve.
   - Council may at its discretion cancel any allocation where further use may cause ground deterioration or unsafe playing conditions.
   - A Risk Management Plan and a copy of Public Liability Insurance certificate is to be provided for all operated devices such as Jumping Castles etc.
• Council does not grant exclusive use to its Parks, Picnic Shelters, Reserves and Beaches for picnics.

48) Fitness Activities:

• All activities must comply with a council approved Risk Management/ Business plan. This plan must include site plans and must be lodged with Council at least 14 days prior to commencement of activities on site.

• All fitness providers to have full accreditation.

• All health regulations in regard to workplace safety must be met in accordance with the WH&S Act 2011.

• The sale of food and refreshments is prohibited.

• All noise to be kept to a level that does not affect the amenities of adjoining residence areas and shall not exceed 82 decibels at any time.

• Two (2) temporary information signs, there design and location to be approved by the Manager Community and Customer Services or their designated representative, may be erected each day during the permitted times to promote the activity. These signs are to be removed at the end of the activity.

• Permits are not transferable including to other Franchises holders and providers

• Permit does not give users exclusive access to fitness provision

• Permit holders may from time to time use other open spaces to run fitness classes providing approval is given in writing by Council.

• Permit holders may run boot camp type activities, providing it does not create a nuisance.