

# Seasonal Sportsground Hire Application Form



## IMPORTANT INFORMATION

About This Form: The following form is to be used for the seasonal hire of sportsgrounds across the Bayside local government area.

Seasonal Hire: A block of continuous bookings for the purpose of seasonal sporting competitions. See the appendix at the end of this application form for more information.

Fees & Charges: Please refer to Council's Schedule of Fees & Charges for associated costs, you will be issued with an invoice for any fees and charges payable, Council's standard terms of payment will apply. Payment for casual hirer for infrequent and one off customers will be required upon the collection of your Permit before the booking date, unless indicated otherwise by Council.

Completing This Form: All sections of this form are compulsory, unless marked 'if applicable' or otherwise indicated. This form must be completed in full for it to be accepted and processed. Incomplete forms will be returned, incomplete forms will delay the bookings process and reduce the required notice period, which in turn could impact the booking application. Completing this form remains the responsibility of the hirer.

Lodgement: Once completed, you can submit this form by email, mail and in person. Please refer to the lodgement details section below for further details.

Support: Still unsure or having difficulty completing the form? Please review Council's Application Forms Guide - Community and Recreational Facilities or contact Council's Recreation Team on 1300 581 299 or email [sport.recreation@bayside.nsw.gov.au](mailto:sport.recreation@bayside.nsw.gov.au)

## CONTACT US

Contact Council's Sports and Recreation Team on 1300 581 299 or email [sport.recreation@bayside.nsw.gov.au](mailto:sport.recreation@bayside.nsw.gov.au)

## HIRER DETAILS

Primary Contact - Responsible Person and first point of contact

First Name		Last Name	
Mailing Address			
Mobile		Phone	
Email			
Club/Group Name		Website	
Position		ABN #	
Affiliated Association		Website	

Secondary Contact - Responsible Person and second point of contact

First Name		Position	
Last Name		Department	
Mobile		Email	

### Postal address

PO Box 21, Rockdale NSW 2216  
ABN 80 690 785 443

### Bayside Customer Service Centres

Rockdale Library, 444-446 Princes Highway, Rockdale  
Westfield Eastgardens, 152 Bunnerong Road, Eastgardens

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T 1300 581 299 | 02 9562 1666

Telephone Interpreter Services: 131 450

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## SEASONAL HIRE

1. The Hirer will be required to complete a Seasonal Sportsground Hire Application Form
2. Specific terms of operation will be specified in the Permit of Use
3. Council at its own and absolute discretion may enforce additional terms and conditions to those listed below
4. The winter sporting season will commence in April and end August
5. The summer sporting season will commence in September and end in March
6. Specific dates for all sporting seasons will be communicated in the Expression of Interest process and confirmed in permits issued
7. 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.
8. 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.
9. 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
10. Football boots are strictly prohibited from Council's sportsgrounds, parks and reserves during the summer season

## BOOKING DETAILS

Booking Name			Attendee Numbers		
Booking Purpose	<input type="checkbox"/> Cricket <input type="checkbox"/> Sports Field Hire (Soccer, League, Union, Oz Tag, Touch) <input type="checkbox"/> Other _____				
Sporting Code					
Season	<input type="checkbox"/> Summer Season		<input type="checkbox"/> Winter Season		
Sportsground Required					
Field/s Required (as per field map)					
	Start Date	Finish Date	Start Time	Finish Time	JNR/SNR
Monday					<input type="checkbox"/> Jnr <input type="checkbox"/> Snr
Tuesday					<input type="checkbox"/> Jnr <input type="checkbox"/> Snr
Wednesday					<input type="checkbox"/> Jnr <input type="checkbox"/> Snr
Thursday					<input type="checkbox"/> Jnr <input type="checkbox"/> Snr
Friday					<input type="checkbox"/> Jnr <input type="checkbox"/> Snr
Saturday					<input type="checkbox"/> Jnr <input type="checkbox"/> Snr
Sunday					<input type="checkbox"/> Jnr <input type="checkbox"/> Snr
Number of Players & Officials		Number of Teams Playing		Number of Spectators	

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ADDITIONAL FIELDS					
Sportsground Required					
Field/s Required (as per field map)					
	Start Date	Finish Date	Start Time	Finish Time	Jnr/Snr
Monday					<input type="checkbox"/> Jnr <input type="checkbox"/> Snr
Tuesday					<input type="checkbox"/> Jnr <input type="checkbox"/> Snr
Wednesday					<input type="checkbox"/> Jnr <input type="checkbox"/> Snr
Thursday					<input type="checkbox"/> Jnr <input type="checkbox"/> Snr
Friday					<input type="checkbox"/> Jnr <input type="checkbox"/> Snr
Saturday					<input type="checkbox"/> Jnr <input type="checkbox"/> Snr
Sunday					<input type="checkbox"/> Jnr <input type="checkbox"/> Snr
Estimated Number of Players & Officials		Estimated Number of Teams Playing		Estimated Number of Expected Spectators	

## ADDITIONAL DETAILS

Locality	Is your club based in the Bayside local government area? <i>If yes, proof may be requested</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Line Markings Required	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Booking History	Are you an existing hirer	<input type="checkbox"/> Yes <input type="checkbox"/> No	Last season and year of hire		
Number of Overall Players Last Season	Male	<input type="checkbox"/> Juniors	<input type="checkbox"/> Seniors	<input type="checkbox"/> Under 18's	<input type="checkbox"/> Other, please list
	Totals				
	Female	<input type="checkbox"/> Juniors	<input type="checkbox"/> Seniors	<input type="checkbox"/> Under 18's	<input type="checkbox"/> Other, please list
	Totals				
Provide additional details / instructions if necessary					

## ADDITIONAL REQUIREMENTS

Keys <i>For use of Canteen, Dressing Rooms, Toilets, Gates or Amenities Blocks</i>	Existing Hirers <i>If applicable</i>	Have keys been lost since last season. <i>fees apply</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No	New Hirers <i>If applicable</i>	Keys will be issued to new hirers. <i>deposit required</i>
Do you propose to display advertising boards/banners during your booking? <i>If yes, please describe</i>					

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Alcohol <i>Will alcohol be consumed or sold?</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Consumed - If yes, consent is required from Council in writing and is to be attached as a supporting document with this application Sold - If yes, consent is required from Council in writing along with a Multi-function license provided by the NSW Liquor & Gaming and is to be attached as a supporting document with this application			
Amplified Sound <i>Will there be use of PA systems or loudspeakers?</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Onsite Canteen Amenities <i>Do you require the canteen to be active during your booking?</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Items for Sale <i>Will there be sale of items other than food?</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
Structures <i>Do you propose to erect portable structures? (Temporary shade structures or the like)</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Sale of Food <i>In the absence of a third party canteen provider, do you propose to sell food? Prior written consent from Council is required</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No	Do you propose to use any kind of gas bottle?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>SUPPORTING DOCUMENTATION - PUBLIC LIABILITY</b>					
Public Liability					
Please attach a current Certificate of Currency for your Public Liability to the coverage of 20 million, naming Council as an interested party. Missing documentation will result in the application being considered as invalid. As Public Liability expires regularly, Council will not keep this on file for future applications. It is the responsibility of the hirer to produce a current Certificate of Currency with each and every application.			Certificate of Currency - Public Liability <input type="checkbox"/> Attached		
Locality					
Proof of a club or associations locality to the Bayside Local Government Area may be required upon request			Upon request		

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Alcohol		
Consumption	Consent, in writing provided by Council is to be attached	To be attached if alcohol is being consumed <input type="checkbox"/> Attached
Sale	Consent, in writing provided by Council along with a Multi-function license provided by the NSW Liquor & Gaming is to be attached	To be attached if alcohol is being sold <input type="checkbox"/> Attached
Food		
Sale	Consent, in writing provided by Council	To be attached if food is being sold <input type="checkbox"/> Attached

## FEES AND CHARGES

Council's current Schedule of Fees and Charges are available on its website [www.bayside.nsw.gov.au](http://www.bayside.nsw.gov.au). Alternatively, please call Council's Recreation Team on 1300 581 299 or email [sport.recreation@bayside.nsw.gov.au](mailto:sport.recreation@bayside.nsw.gov.au) to receive an electronic copy via email.

## WET WEATHER CLOSURES

If you would like to check the playing status of sports fields and parks during wet weather, please contact our information line on 9562 1637 or you can visit [Council's website](http://www.bayside.nsw.gov.au). Please note, on weekends the information line is the best source for accurate and up to date information.

## REPORT MAINTENANCE OR SECURITY ISSUES

Please report all recreational facility maintenance or security issues relating Council immediately on 1300 581 299.

## AFTERHOURS ENQUIRIES AND FAULTY FLOOD LIGHTS

For all after hour's enquiries including faulty floodlights please contact Council after hours on 1300 581 299.

## EMERGENCIES

In an emergency, call 000 for police, ambulance, or fire brigade.

## LOST PROPERTY

For all enquiries relating to lost property, please contact Council's Sport and Recreation Team on 1300 581 299 or email [sport.recreation@bayside.nsw.gov.au](mailto:sport.recreation@bayside.nsw.gov.au)

## PRIVACY & PERSONAL INFORMATION PROTECTION NOTICE

Purpose of Collection	For management of activity in sports fields
Intended Recipients	Council staff and approved contactors
Supply	Casual and Pre-Seasonal Sporting Field Application
Access/Correction	Contact the Sports and Recreation Team to access or correct this information
Storage	Customer Service Centre, Westfield Eastgardens, 152 Bunnerong Road, Eastgardens NSW 2036 Customer Service Centre, Rockdale Library, 444 - 446 Princes Highway, Rockdale NSW 2216 Hilldale Community Centre, 236 Bunnerong Rd, Hilldale NSW 2036, Australia

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## Privacy Statement

The personal information provided on this form will be handled in accordance with the Privacy and Personal Information Protection Act 1998. The supply of information is voluntary, however if you cannot provide, or do not wish to provide the information sought, Council may be unable to process your request. Please note that the exchange of information between the public and Council, may be accessed by others and could be made publicly available under the Government Information Public Access Act 2009 (GIPA Act) or other relevant legislation. Please also refer also to Council's Privacy Statement on its [website](#).

## LODGEMENT

Once completed in full you can submit this form and supporting documentation by email, mail and in person.

### Email

[sport.recreation@bayside.nsw.gov.au](mailto:sport.recreation@bayside.nsw.gov.au)

### Mail

*Attention: Sports and Recreation Team*  
PO Box 21, Rockdale NSW 2216

### In Person

Customer Service Centre, Westfield Eastgardens, 152 Bunnerong Road, Eastgardens NSW 2036  
Customer Service Centre, Rockdale Library, 444 - 446 Princes Highway, Rockdale NSW 2216

For more information, phone contact Council's Recreation Team on 1300 581 299 or email [sport.recreation@bayside.nsw.gov.au](mailto:sport.recreation@bayside.nsw.gov.au)

## CONFIRMATION

Upon receipt of your application Council Officers will assess the application. Pending availability and suitability, you will be issued with an invoice for fees and charges payable. Upon payment of this invoice or the establishment of a payment plan for regular bookings you will then be issued with written confirmation in the form of a Permit of Use, instructions on the collection of keys and/or info sheets for specific facilities, if applicable.

## DECLARATION

In signing this application, I understand and declare the following:

- That this application, upon submission, is a binding agreement with Council. The parameters of this agreement are highlighted in this declaration below and Council's Terms and Conditions of Use - Recreational, Open Spaces and Sports Grounds
- That this agreement shall come into effect upon Council issuing the Permit to the Hirer
- That I have been supplied with copy of Council's Terms and Conditions of Use - Recreational, Open Spaces and Sports Grounds to be found at the end of this application form
- That I am able to ask questions and discuss this application form, declaration and Council's Terms and Conditions of Use - Recreational, Open Spaces and Sports Grounds with the Sports and Recreation Team before submission
- That I have read and understand in full Council's Terms and Conditions of Use - Recreational, Open Spaces and Sports Grounds
- That I have reviewed Council's Schedule Fees and Charges prior to submitting this application and have accounted for associated costs, I understand I will receive an invoice for applicable costs upon submission of this application
- That all the information in this application, including supporting documentation, is completed in full and to the best of my knowledge, true and correct
- That I agree to advise Council should there be any alterations or foreseeable changes to the information supplied in this application as soon as practically possible
- That if this application is incomplete, incorrect or supporting documentation is missing, the application may be delayed, rejected or more information may be requested
- That if the information provided in this application and supporting documentation is misleading, any approval or permit granted may be voided or revoked

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- That I accept that delays in processing due to inadequacies in this application and supporting documentation remains the responsibility of myself as the Hirer, I will not seek to hold Council accountable or responsible in any context for said delays
- That said delays in my application will impact the required 28 day notice period
- That Council may not be able to process a booking application within a reduced notice period

That the personal information supplied on this form may be made available for public access under relevant legislation

Community Information	I agree to have my club / association / organisation / group's information including club contact details to be made available for the community via Council's website, community information directory and to local residents for the purpose of engaging with local sports and recreation	<input type="checkbox"/> Yes <input type="checkbox"/> No
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## SIGNATURE

Primary Contact - Responsible Person	
Date	
Signature	

## OFFICE USE

Date Received		Date Processed		Financial Check	<input type="checkbox"/> Yes <input type="checkbox"/> No	Conflicting Bookings Check	<input type="checkbox"/> Yes <input type="checkbox"/> No
Receiving Officer		Processing Officer		Public Liability Supplied / Checked	<input type="checkbox"/> Yes <input type="checkbox"/> No	Content Manager	<input type="checkbox"/> Yes <input type="checkbox"/> No
Bond Required	<input type="checkbox"/> Yes <input type="checkbox"/> No	Key Required	<input type="checkbox"/> Yes <input type="checkbox"/> No	Invoice Issued	<input type="checkbox"/> Yes <input type="checkbox"/> No	Permit Issued	<input type="checkbox"/> Yes <input type="checkbox"/> No

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## DEFINITIONS

Application	The application put forward by the hirer as a request to book Council's recreational facilities
Approved Purpose	the purpose of use specified in the Permit
Approved Time	the dates and times specified in the Permit
Bond	Monies held in security by Council for the duration of a permit to fund Council's compensation in instances where the Council's Recreational, Open Spaces and Sports Grounds Conditions of Use are breached
Declaration	A formal or explicit statement or announcement
Council's Recreational, Open Spaces and Sports Grounds Conditions of Use	A schedule of terms and conditions that must be upheld by the hirer throughout their hires use of Councils recreational facilities
Council	Refers to Bayside Council and includes, where the context allows, its officers, rangers, contractors, agents and servants
Hirer	The responsible persons specified on an application form and permit and where the context allows, the Hirer's employees, agents, volunteers, members, spectators, and attendees
Recreational facilities	Refers to but is not limited to, parks, open spaces, sports fields, reserves, gardens, Council and Community Land and the buildings, structures, fixtures, furnishings, fittings and amenities on which they sit
Schedule of Fees and Charges	A list of costs associated to the use of council's facilities and services
Amenities	A feature or facility of a building or place, including or not limited to change rooms, canteens, club houses, gazebos, benches, tables, waste and toilet facilities
Permit	Letter issued by the Council to the Hirer approving an application and specifying the details and parameters of said approval
Booking	A reservation and approved rite of passage to access and use Council's facilities

## APPENDIX

Council has developed an Application Forms Guide – Community and Recreational Facilities as a self-help document for hirers available from Council's website. The document will guide hirers on which type of form is required under each type of hire.

Please find the below extract for your convince.

BOOKING TYPE	DESCRIPTION	FORM REQUIRED
Annual	<ul style="list-style-type: none"> <li>Year round hire that is not covered by a lease or license</li> </ul>	Annual & Regular Sportsground Hire Application Form
Regular	<ul style="list-style-type: none"> <li>More than 10 bookings within a calendar year, following no pattern of hire</li> <li>Bookings that follow a reoccurring pattern of hire, for example, weekly, monthly, bi-weekly, bi-monthly, quarterly etc.</li> </ul>	
Seasonal	<ul style="list-style-type: none"> <li>Bookings that follow a specific sporting season, this may be summer or winter.</li> <li>Bookings that do not follow a specific sporting seasonal pattern of hire would use the Annual &amp; Regular Sportsground Hire Application Form</li> </ul>	Seasonal Sportsground Hire Application Form
Casual	<ul style="list-style-type: none"> <li>Less than 10 bookings within a calendar year across all Council's recreational facilities</li> <li>One off bookings</li> <li>Bookings that are connected to seasonal applications, but do not fall within the specific sporting seasonal timeframes A.K.A "Pre-seasonal Bookings"</li> </ul>	Casual Sportsground Hire Application Form
Amendments	<ul style="list-style-type: none"> <li>Changes to bookings that are connected to an existing application</li> <li>Additional bookings to an existing application</li> <li>Reduction bookings to an existing application</li> </ul>	An email to <a href="mailto:sport.recreation@bayside.nsw.gov.au">sport.recreation@bayside.nsw.gov.au</a>

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## COUNCIL'S RECREATIONAL, OPEN SPACES AND SPORTS GROUNDS CONDITIONS OF USE

### 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 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)
19. No advertising, signage or 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

### 2. Code of Conduct

20. 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
21. 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
22. Hirers and their attendees are to abide by all Council signage
23. 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
24. 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.
25. 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

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26. 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.
27. 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
28. The Hirer must ensure no games of chance, gambling or any other kind of illegal activity are conducted at the facility during their booking
29. 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
30. The Hirer shall not use the address of Council's recreational facilities as a postal address for the conduct of their business or delivery
31. The Hirer and all responsible persons must be 21 years or older.
32. 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
33. Hirers are required to report all facility maintenance and safety issues relating to all Council recreational facilities to Council immediately

## 3. Seasonal Sports

34. The Hirer will be required to complete a Seasonal Sportsground Hire Application Form
35. Specific terms of operation will be specified in the Permit of Use
36. Council at its own and absolute discretion may enforce additional terms and conditions to those listed below
37. The winter sporting season will commence in April and end August
38. The summer sporting season will commence in September and end in February
39. Specific dates for all sporting seasons will be communicated in the Expression of Interest process and confirmed in permits issued
40. 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.
41. 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.
42. 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
43. Football boots are strictly prohibited from Council's sportsgrounds, parks and reserves during the summer season

## 4. Bookings Process and Notice Periods

44. 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
45. In instances where a 28 day notice period has not been provided, Council will endeavour to process this application within the reduced time frame
46. Without the requested notice period, Council may not be able to process this application within a reduced notice period
47. 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
48. Council does not issue tentative bookings in lieu of a completed application form or in response to an enquiry regarding availability
49. Council will not process "back up bookings" to hold additional dates as preferences, all dates requested will be invoiced and charged accordingly
50. 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
51. 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
52. 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
53. 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
54. 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
55. 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
56. 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
57. 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

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58. The hirer will pay fees in accordance with Council's Schedule of Fees and Charges
59. 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
60. 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
61. 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
62. 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
63. 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
64. 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
65. 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
66. 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
67. A refundable bond for the hire of Council's recreational facilities may be payable in accordance with Council's Schedule Fees & Charges
68. 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
69. 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
70. Taxes and Duties - The Hirer must pay all taxes, duties and government charges imposed or levied in connection with this booking.
71. 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.
72. Council reserves the right to pursue all monies owed and will engage the services of debt recovery agencies to act on its behalf
73. 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
74. 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.
75. 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
76. Monies owed to Council shall include all possible debt and is not exclusive to the hire of Council's recreational facilities

## 6. Confirmation & Permits

77. Upon payment or the establishment of an approved payment plan a Permit of Use will be issued as a confirmation of your booking
78. 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
79. Council reserves the right to include additional conditions to permits after their original issue date

## 7. Cancellations and Refunds

80. 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
81. Penalties incurred on the facility preparation may be charged in addition to the schedule above

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82. All cancellations are to be submitted to Council in writing by the Hirer, phone / face to face conversations will not suffice
83. Refunds or credits will not be issued on the basis of incorrect information submitted as part of this application

## 8. Safety & Risk

84. In accordance with section 5N of the Civil Liability Act 2002 (NSW), the Hirer uses Council's recreational facilities at their own risk
85. 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)
86. All hirers are 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
87. 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
88. 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
89. The hirer must maintain emergency access to Council's recreational facilities at all times as per designated access points/routes
90. 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
91. 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.
92. 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
93. At its own and absolute discretion, Council may request the Hirer to undertake a risk assessment for their booking
94. Council encourages that all equipment used in Council's recreational facilities meet the Australian products safety guidelines and standards
95. Council encourages that hirers have an adequately stocked and up to date first aid kit with them onsite for the duration of their booking
96. 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.
97. 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

98. 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.
99. Use of Council's grounds after closures may result in booking applications being cancelled or permits being revoked
100. 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

101. 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.
102. If an insurance claim is made, the Hirer will be responsible for excess fees.
103. 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
104. 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.
105. 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.
106. 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 avoidance or negative effect.
107. 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.
108. An updated Certificate of Currency is to be submitted with this application to Council prior to a permit being issued
109. Council will not hold a hirer's Certificate of Currency on file and an updated certificate will be requested with every application

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

## 11. Working With Children

111. 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
112. Working with children's check clearances must be sought where applicable for child related work or interactions
113. 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
114. Failure to do so may result in Council cancelling booking applications or revoking permits
115. 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'
116. Children must be supervised at all times by an adult.
117. More information about child safe practices can be found at the Office of the Children's Guardian
118. 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

119. 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
120. 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
121. 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
122. 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
123. The Hirer must not copy any keys or access cards made available by the Council to the Hirer for the Facilities
124. 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
125. Hirers must not transfer the ownership of keys or access cards to another hirer without Council's prior written consent
126. Hirers will seek permission before transferring the ownership of keys between members of its own club, association, organisation or group
127. 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
128. Access for animals to Council's recreational facilities will be dictated as per individual facility signage and decrees
129. 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
130. 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

## 13. Cleaning, Waste, Toilets & Other Amenities

131. 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.
132. Hirers will report issues relating to cleanliness and hygiene to Council immediately
133. 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
134. Fees may be charged for additional cleaning provided by Council
135. 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
136. 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
137. 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
138. 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
139. The use of rice, glitter, confetti, 'silly string', balloons or other finite or environmentally damaging materials are strictly prohibited.
140. 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

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141. All parking regulations and timing restrictions must be maintained, hirers and their attendees should refrain from parking on public driveways, grass verges and footpaths
142. 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
143. 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.
144. 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.
145. 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.
146. Superseding the above, all alcohol free zones in Council's recreational facilities are to be observed by hirers and their attendees
147. 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.
148. 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.*
  - c. *Speakers should be directed downwards and inwards and away from surrounding properties.*
  - d. *The amenity and comfort of the neighbours should be respected*
149. 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.
150. 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.
151. Council may at its own and absolute discretion cancel booking applications or revoke permits should a Hirer cause said nuisance, offence or unreasonably interference
152. 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
153. 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.
154. 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.
155. 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
156. 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
157. 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

## 15. Photography, Filming and Social Media

158. 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 (form on website)
159. The Hirer will ensure all filming and photography is compliant with [Local Government Filming Protocol](#)
160. Council and or its recreational facilities should not be represented in a defamatory or unjust way via the Hirer's personal use of social media
161. The Hirer will respect the right of the general public to decline being captured in any photography and filming being undertaken

## 16. Food and Catering

162. For the safety and health of people attending the booking it is recommended that:
  - a. Self-caterers be aware of the health and safety guidelines for the safe preparation, handling and serving of food at their booking
  - b. The Hirer ensures their caterer is appropriately registered and follows NSW Food Health and Safety guidelines and/or where applicable manufacturing and wholesaling guidelines
163. More information on caterers and the requirements under which they must operate can be located via the NSW Food Authority website.
164. No food is to be sold at Council's recreational facilities without the prior written consent of Council. Any food sold on at Council's recreational facilities must be handled in a manner that complies with the requirements 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.

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

165. All equipment is to be removed upon completion of all bookings.

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166. 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.
167. 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
168. 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,
169. Hirers are not permitted to change locks or security systems (includes pin access codes) without the written consent of Council
170. Council reserves the right to cancel booking applications or revoke permits for the purpose of facility maintenance or redevelopment both planned and otherwise

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