



AUBURN CITY COUNCIL

Civic Centre, 1 Susan Street, Auburn NSW 2144

PO Box 118, Auburn NSW 1835 Australia

Telephone: 9735 1222 Fax: 9643 1120 Email: auburncouncil@auburn.nsw.gov.au Web: www.auburn.nsw.gov.au

2012 Application for Passive Park Hire

This form is to be used by all individuals and organizations wishing to hire one of Council's passive park areas. These are:

- Auburn Park, Auburn
- Newington Reserve, Newington
- Pierre de Coubertin Park, Newington
- Remembrance Park, Lidcombe
- Silverwater Park, Silverwater

Please complete this form in full. Incomplete applications will not be considered and will be returned to you.

Please read Council's Terms and Conditions of Hire Arrangements and Schedule of Fees and Charges in conjunction with this application.

By signing this application you are agreeing to Council's Terms and Conditions of Hire Arrangements. If you fail to abide by these Terms and Conditions your booking may be cancelled and you could lose your security bond.

When your application has been assessed, and if the facility is available, you will receive a letter from Council confirming your booking and an invoice for the fee payable.

The invoice must be paid within the time-frame specified in Council's letter. If you do not, your booking will be cancelled.

If the facility is not available Council's Recreational Bookings Coordinator will contact you to discuss alternate arrangements.

Further information on passive parks can be found at www.auburn.nsw.gov.au

Applicant Details

Name:

Address:

Suburb:

Postcode:

Contact Person:

Phone:

Mobile:

Fax:

Email:

Activity / Event Details

Type of Activity or Event:

Park Required

Date

Time

From	To
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Estimated Number of Attendees

Additional Information

Question	Details
Will you be advertising the activity/ event to the public?	Yes/ No If yes, please provide details.
Do you wish to erect any temporary structures?	Yes/ No If yes, please provide a sketch plan indicating the layout of facilities and insurance details of all outsourced structures.
Do you wish to charge an admission fee?	Yes/ No If yes, please provide details.
Do you wish to use sound amplification equipment?	Yes/ No If yes, please provide details.
Do you plan to have any amusement devices e.g. jumping castles or animals e.g. kindy farm?	Yes/ No If yes, please provide a sketch plan indicating the layout of facilities and insurance details of all outsourced structures/ services. Where appropriate, evidence of registration under the Occupational Health and Safety Regulation 2001 may also be required.

Council has developed an Event Management Checklist to assist individuals and clubs with the planning and management of community events. A copy can be downloaded from Council's website www.auburn.nsw.gov.au. The organizers of events for more than 100 people must supply the required information to enable the application to be considered.

Insurance

Individuals, family groups, social gatherings and unincorporated not for profit community organizations are covered for public liability insurance. Incorporated associations and commercial organizations are required to have their own cover.

Name of Insurer:

Amount of Cover:

Expiry Date:

If applicable, a copy of a certificate of currency for public liability insurance must be attached to this form

Declaration

I.....in my capacity as certify that the information supplied in this application is correct to the best of my knowledge. I also undertake to inform Auburn City Council immediately should there be any alterations or additions to the information provided.

Signature Date

Privacy Policy

Some of the information that Council collects from you in this form is 'personal information' for the purposes of the *Privacy and Personal Information Protection Act 1998 (PIIP Act)*. The supply of this information by you is voluntary. If you do not provide all the information, Council will be unable to process your application. Council is collecting this personal information from you in order to process your application. You may make an application for access or amendment to your personal information. The information will be retained by Council and stored in a register that can be viewed by the public at any time in accordance with the *Local Government Act 1993*. You may make a request that Council suppress your personal information from a public register in accordance with the PPIP Act. For more information about your privacy please contact Auburn City Council.

Fees and Charges 2011/12

Day fee including up to 100 people	\$260.00
Between 101 - 500 people	\$400.00
Security bond	\$250.00

For activities and events that Council considers to be high risk an additional security bond of up to \$5,000 may be required. High risk events may also be subject to additional Terms and Conditions of Hire Arrangements.

Payment Methods

Payment can be made at Council's Customer Service Centre by the following methods:

Cash
EFTPOS
Cheque or money order (made payable to Auburn City Council)
Credit card—VISA or MasterCard

In addition, payment can be made via Council's online services (www.auburn.nsw.gov.au). Please note that this can only be done when you have received a tax invoice and only VISA and MasterCard are accepted. The debtor and invoice numbers you will be asked to provide are included on the tax invoice. Do not use brackets, spaces or any other characters when entering the information for payment.

How to Lodge this Application

Address to:

The General Manager, Auburn City Council, PO Box 118 Auburn NSW 1835

Making a personal visit?

Civic Place, 1 Susan Street, Auburn, NSW 2144

By e mail

auburncouncil@auburn.nsw.gov.au

By fax

9643 1120

Office hours

8.30am to 4.00pm Monday to Friday



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General Terms and Conditions of Hire Arrangements
for Sportsgrounds, Parks and Gardens

Compliance

The applicant must comply with these Terms and Conditions of Hire Arrangements and any reasonable requests made by Council staff or their agents during the hire period. Failure to do so will be regarded by Auburn City Council as a breach and may result in:

- The cancellation of the booking
- The immediate closure of the event or activity
- The withholding of all or part of the security bond
- Council suing for the recovery of any amount due
- The cancellation of future bookings

General

- The applicant must not assign or sublet the facility to a third party
- The applicant must only use the facility for the purposes stated in the application form
- The applicant must not use the facility for commercial purposes unless Council has given prior written approval
- The applicant must not charge for entry unless Council has given prior written approval
- In exceptional circumstances, the Council reserves the right to relocate an event or activity at any time
- All property belonging to the applicant must be removed at the end of the hire period
- The applicant acknowledges that use is at the applicants own risk
- The applicant may be prosecuted if non compliance with these terms and conditions results in a breach of local laws or regulations or State or Federal laws
- Council reserves the right to cancel any event or activity that it considers offensive, immoral or noxious or that may cause a nuisance or annoyance to Council or neighbouring properties or any other person
- The applicant acknowledges that legislation exists at state and national level, which makes acts of discrimination, vilification, incitement, offensive conduct and public disorder unlawful. By signing the application form the hirer makes a commitment to ensuring that there is no vilification, discrimination or incitement of hatred or violence against any person based on age, race, religion, ethnicity, culture, sexuality, sexual preference or physical or intellectual ability by anyone

Insurance

All applicants must have public liability insurance cover of at least \$10 million per claim for the intended period of hire.

The cover must indemnify Council from all actions, claims, losses, expenses and damages (including the cost of defending or setting any action or claim) in respect of:

- Loss of, loss of use of, damage to property of Council
- Personal injury (including death) or illness to any person or loss of, loss of use of, or damage to any property

Resulting from or by reason of anything done or omitted to be done by the applicant arising out of their activities undertaken at Council's facility.

Each applicant's liability to indemnify Council is reduced proportionately to the extent that a negligent act or omission of Council or its employees has contributed to the injury, damage or loss.

Hours of Use

The applicant must only use the facility at the times and on the day(s) specified in Council's letter of confirmation. If an extension or an alteration to these times is required, Council's prior written approval must be obtained.

Cancellation

- If for any reason the applicant wishes to cancel the booking Council must be informed in writing as soon as possible
- If an event or activity is cancelled and there is 4 weeks or more to the date of the booking, the full hire fee will be refunded (does not apply to schools)
- If an event or activity is cancelled and there is less than 4 weeks to the date of the booking, the full hire fee will be forfeited (does not apply to schools)
- Seasonal hirers are not eligible for refunds for wet weather cancellations

No Shows

- If the applicant does not use the facility at the time and on the date approved by Council and in the opinion of Council the facility was fit for use, the full hire fee will be forfeited (does not apply to schools)
- If the applicant does not turn up on the day due to inclement weather, the Manager Parks and Recreation will have discretion on whether to refund up to 90% of the hire fee. The applicant must contact Council within 2 weeks of the date of the booking or no refund is given (does not apply to schools)

Conduct and Supervision

- The applicant must ensure that all people attending the event or activity during the hire period must conduct themselves properly at all times
- The applicant must ensure that children and young people are adequately supervised during the hire period and are not placed at risk upon entering, occupying or leaving the facility

Noise

- The applicant must ensure that noise levels associated with the event or activity are kept to a minimum to avoid disturbance to other users and neighbouring properties. Such noise includes noise from motor vehicles and bikes
- Noise levels must not exceed 60dBA at the edge of the event or activity which is equivalent to the noise made in regular conversation
- Council may issue an on the spot fine and take legal action in accordance with the provisions of the Protection of the Environment and Operations Act 1997 if noise from the event or activity exceeds this limit

Alterations or Additions

Alterations or additions to Council buildings or infrastructure are strictly prohibited. This includes but is not limited to alterations or additions to lighting, electrical, plumbing, drainage and irrigation systems.

Cleaning

The facility must be left in a clean and tidy state to Council's satisfaction at the end of the event or activity. If it is not, the applicant will be required to pay the full cost of cleaning the facility.

Parking

- Parking is only permitted within designated areas and marked parking spaces
- Parking on any grassed area is prohibited

Damage

The applicant will be required to pay all costs to replace or repair any items damaged as a result of any act or omission by the applicant or their invitees to the event or activity.

Loss

Council does not accept responsibility for the loss of any property belonging to either the applicant or any person invited to the event or activity.

Notification of Incidents, Damage, Injury or Emergencies

All incidents that result in injury requiring medical attention or damage to the facility or its fixtures and fittings must be reported to Council on the day of the booking or to Council's Customer Service Centre (9735 1222) by 4.00pm on the next working day.

Alcohol

The consumption or sale of alcohol in the facility is prohibited unless prior written approval is provided by Council.

Emergency Access

Access for emergency vehicles must be maintained at all times.

Decorations

Modest and appropriate decorations are permitted as long as they are removed together with all fastenings at the end of the hire period.

Fires

- Open fires are not permitted
- Portable BBQs are permitted (other than on total fire ban days)
- Charcoal or heat beads from portable BBQs must be disposed of in the marked bins provided. The disposal of heat beads on grassed areas, lawns or garden beds is strictly prohibited
- When a total fire ban is in place only electric BBQs can be used

Electrical Capacity

Applicants are required to ensure that the total load capacity of any electrical equipment used does not exceed the total load capacity of the facility.

Non compliance will result in the applicant being responsible for the cost of any emergency call out and, if required, any associated repairs.

Marquees and Shade Structures

Marquees and shade structures may be permitted but their size, type and location must be approved by Council prior to the date of the booking.

Booking Approval & insurance Details

Please ensure that on the day(s) of the event or activity someone retains a copy of the letter Council will send you confirming the booking.

Please be aware that a Council officer or Ranger may visit the event or activity to ensure all Terms and Conditions of Hire are being met.



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Wet Weather Information for Sportsground Users

In periods of wet or inclement weather Council may decide to close one or more of its sportsgrounds. In doing so Council will have considered:

- The potential for injury to players
- The condition of the sportsground(s) when inspected
- The sports involved and the potential for damage to the playing surfaces
- The weather forecast from the Bureau of Meteorology

A decision on sportsground closures will be made on Fridays throughout the season at 12.00pm. If sportsgrounds are closed the next reassessment will be made at 12.00pm the following Monday. Please be aware that sportsground closures can occur at short notice. Therefore, you should contact Council's Wet Weather Line regularly for up to date information. **Council's Wet Weather Line number is 9735 1299.**

Sporting clubs, organizations, schools and individuals do not have authority to approve the use of sportsgrounds when they have been closed by Council. Any sporting club, organization, school or individual that uses a sportsground when closed by Council will be liable for the full cost of repair to the playing surface and could have their usage agreement cancelled.

In instances where Council has declared a sportsground to be open, sporting clubs, organizations, schools and individuals may decide not to use the facility to prevent injury to players.

For further information regarding park closures please contact Council's Recreational Parks Supervisor - Mark Naudi on 0408 405 101 or Council's Recreational Bookings Coordinator - Allie Willingham on 8745 9746 during business hours.