

# Public Reserve/Building Hire - Terms & Conditions

Social & Infrastructure Planning Unit

## Permit

Upon payment of your booking, Council will issue you with a permit for your hire of the venue which is your booking confirmation. This permit must be available for viewing at the venue during the hire period and must be produced on demand. This application form is not a permit or booking.

## Hire Period

Your hire period will start and end at the times set out in the permit. You will not have access to the venue before or after these times, unless expressly authorised by Council. The delivery or removal of equipment, setting up or cleaning of the venue must be completed during the hire period.

## Hire Fee

You must pay the hire fee to Council prior to issue of the Permit. The hire fee will be charged in accordance with Council's Fees and Charges.

## Bond

Council may require you to pay a bond for use of the venue. Bond and payment will be required prior to issue of the permit. Council will inspect the venue after the function. If the venue has been left in a satisfactory condition, Council will refund the bond to you.

If the venue has been left in an untidy condition or the venue has been damaged, Council will contact you and make arrangements for cleaning or repairs to be carried out. Any costs incurred for any additional cleaning or repairs necessary to reinstate the venue to the condition it was before the time of hire will be deducted from the bond or additional charges will be incurred by the applicant.

## Cancellation by Council

Council reserves the right to cancel your booking immediately by verbal or written notice if you are in breach of any of the hire conditions or if the venue becomes unsuitable for its intended purpose.

## Cancellation by You

If you decide not to use the venue for your function, you must immediately notify Council in writing. If you cancel your booking at least 7 days prior to the booking date Council will refund any hire fee and bond paid. No refund will be issued after this time.

## Keys

You can collect and return the keys as instructed by the booking officer. Keys will not be handed over unless you produce proof of payment. You must not copy the keys.

## Approvals

You must obtain all necessary consents and approvals for your use of the venue including any Development Consent required under the Environmental Planning & Assessment Act 1979.

If are unsure whether your function requires Development Consent, contact Council's Development Services Section on 4429 3111.

## Liability

You must accept responsibility for any claim for damage to property or injury to persons which arises from your use and occupation of the venue.

## Insurance & Indemnity

Unless you are covered under Council's Casual Hirers' Public Liability Policy, you must obtain and maintain public liability insurance for the amount specified by the booking officer with an insurer approved by the Australia Prudential Regulation Authority, noting the interests of Shoalhaven City Council and other relevant entities. Proof of this Policy is to be provided with your application for approval prior to the commencement of the hire period. You agree to indemnify Council and those other individuals/organisations noted on the booking confirmation from and against any actions, suits, claims and demands of whatever nature and all costs, charges and expenses in respect of any accident or injury to any person or property which may arise out of the activities approved under the Permit.

## Legal Obligations

You must ensure that you comply with all legislative obligations relating to your use and occupation of the venue including (without limitation) occupational health & safety, environmental management and planning laws.

## Directions

You must comply with any direction given by an authorised officer of the Council (including Council Rangers) or a Police officer acting in the course of their duties.

## Vehicle & Crowd Control

Vehicular access to the reserve or sports ground is restricted. If consent is given in the permit, times may allow to load and unload materials. No vehicle will remain on the reserve or sports ground except if specified in the permit.

Vehicles must park in designated parking areas only. Vehicle and crowd control remain your responsibility.

### Damage

You will be responsible for any damage you cause to the venue or any fixtures, furniture or equipment at the venue, except for reasonable wear and tear. Any damage will be repaired by Council at your cost and any expenses incurred will be deducted from the bond or charged to you. You should report any accidental damage to the venue upon return of the keys. If not reported, the damage will be deemed as wilful and may be reported to the Police.

### Cleanliness

You must leave the venue in a clean and tidy condition and return it to the condition before the time of hire. This includes returning any tables, chairs and other equipment to their original position, removing garbage and cleaning any kitchen, cutlery, crockery or glassware. If the venue is not left in a clean condition, any cleaning costs incurred will be at your cost and may be deducted from the bond.

### No Smoking

Council has a No Smoking Policy which applies to indoor venues and sportsgrounds.

### Alcohol & Alcohol Free Areas

You must not sell alcohol at the venue unless you have an appropriate licence under the Liquor Act and the Liquor Regulation. You must provide Council with a copy of any licence or approval at the time of booking application, and if requested, on demand. Some reserves have been declared alcohol free areas and no alcohol is permitted within these areas.

If you wish to sell alcohol, contact the NSW Office of Liquor, Gaming & Racing on 02 9995 0894.

### Safety

You must be aware of, and follow, the evacuation procedure for the venue and ensure that you keep any fire exits clear at all times.

You must immediately report any accident or incident at the venue to Council.

### Electrical Equipment

You must not use double adaptors at the venue and must ensure that all electrical appliances used by you are tested and carry a current tag. All electrical devices must be protected by a Residual Current Device.

### Council's Property

You must not interfere with any electrical wiring, switchboard or sound equipment at the venue. Any alteration of Council property without written approval will result in the loss of the bond.

### Offensive Noise

The noise level from the event shall not cause a noise nuisance to nearby residents. Offensive noise may be defined as any noise that may be capable of being heard inside the residence of any person. If an amplifier is to be used the speakers will be oriented away from other residences. The speakers shall be located as close as possible and mounted at a downward 45-degree angle. Only persons nominated by the function safety coordinator shall be permitted to use the PA system.

### Sub-Letting

You must not sublet the venue or assign your rights to any other organisation or person without Council's prior consent.

### Police Advice

You must advise the Police of any evening/night function (excluding small meetings) held at the venue. If it is a party or function a safe party form (available from local police stations) must be completed by you and supplied to the police and booking officer at the time of booking the venue.

### Decorations & Structures

You must not affix any decorations to the walls or floors of the venue by nails, screws, hooks, blue tack or use adhesives in any part of the venue. Any flammable material must be treated with a fire retardant solution. You must remove all decorations from the venue when vacating the venue, unless specific arrangements are made with Council.

You must not erect any structures on the reserve or sportsground without the prior written consent of Council

If you wish to erect a marquee it must be consistent with Council's Private Functions on Public Reverses Policy.

### Precedence

Certain buildings are designated polling booths for Local, State or Federal elections. Council reserves the right to cancel your booking should the building be required for this purpose.

### Emergencies

The Lake Conjola Community Centre, Nowra Showground Pavilion and Committee Room as well as potentially other community buildings are designated emergency evacuation centres in case of bushfires, floods and other disasters. Council reserves the right to cancel your booking should the facility be needed for this purpose.

If the facility is required in an emergency your venue hire will be cancelled.

### Charitable Activities

You must observe any requirements of the Charitable Fundraising Act.  
If you have an enquiry about these requirements, contact the Department of Gaming and Racing on 9995 0300.

### Use by Others

Your booking does not include the exclusive use of the remainder of the reserve or building. You must cause minimum inconvenience to local residents and to other persons wishing to use the reserve or building. The rights of the general public to have free and unrestricted access to a reserve or sports ground must be respected.

### Fire Restrictions

You must follow any fire restrictions that are in force during the hire period. You must not light fires except in properly constructed fire places.

### Trees/Vegetation

You must not cut or lop any trees or vegetation to facilitate your function.

### Waste

It is recommended that you inspect the venue before the function to check if additional bins are required. It is your responsibility to ensure that adequate bins are supplied. Additional bins can be sourced by contacting SITA on 4423 1711. You should place all additional bins at the roadside immediately after the function, ready for emptying by the SITA Waste that you have arranged.

### Amusement Devices

You do not have approval to use amusement devices except for jumping castles which may require specific insurance coverage. If you want to use amusement devices, specific approval is required and should be sort by contacting Council's Development Services on 4429 3111.

### Security

Council reserves the right to advise local Police and Council rangers of functions occurring on weekends. Any after hours emergency can be reported to Council on 4421 3100.

### Sale of goods

The sale of goods is prohibited except in accordance with Council's Market Policy.  
For further information, contact Council's Development Services section on 4429 3111.

### Exits

You must maintain clear access of not less than 1.1 metres wide to all exit doors.

## Reserves & Sportsground only

### Existing Structures

You must inspect structures, goal posts, in-ground sprinklers and the like for safety before use of the sportsground. Any unsafe areas should not be used, and should be reported to Council immediately.

### Underground Services

Council may have underground services (eg: water mains and electricity) located within the reserve or sports ground. You must not install stakes, star pickets, pegs or the like without first consulting Council about location of services.

Failure to comply with this requirement may be dangerous and result in inconvenience for your function.

For information about location of services can be requested when making a booking, dependent on the request, additional fees maybe charged.

### Food

If you wish to provide or sell food to the public, you must obtain a licence for Mobile Food Stalls & Temporary Food Premises before the function occurring.

For more information, contact the Environmental Services Section on 4429 3111.

### Camping

No camping is allowed on any reserve except for showgrounds. Fees apply for camping at these locations.

For information on camping at Berry, Nowra and Milton Showgrounds contact the Booking Officer.

**Nowra Showground**

**Locks**

All gates are generally locked and unlocked at sunrise/sunset.  
You can discuss security arrangements directly with Council's booking officer.

**Closing Time**

Your use of the venue must cease at 12:00am.  
You should ensure that your function is concluded in order to leave enough time for you to clean up the venue before 12:00am. The Security Patrolman will liaise with you at approximately 11.30pm (unless stated otherwise) to ensure that no people/vehicles are locked inside the venue unnecessarily.

**Worrigeer Equestrian Common**

**Use by Others**

The hirer of the Worrigeer Equestrian Common undertakes responsibility for risk management of the site for the duration of the hire period. To this end, Council invests the hirer with the authority to manage the site, including public access to the entire Common area, for the duration of their hire period. Please report abusive or dangerous behaviour to the local Police for assistance.

**Nowra and Berry School of Arts**

**Theatrical Bookings**

When you book the venue for theatrical purposes, the date of the booking will start from the time the scenery or other equipment is brought into the venue and continues until the scenery or equipment is removed.

All scenery and stage props must be made and painted outside the venue and must be rendered fireproof.

**Piano**

You may use the grand piano after gaining prior approval of Council.