

Terms & Conditions of Hire/Use

Public Halls, Community Centres and Meeting Rooms,
Reserves, Sportsgrounds, Courts and Showgrounds

Council delegates operational management of some facilities to volunteer Management Committees, under Section 355 and 377 of the Local Government Act. These Terms and Conditions apply to all Council and Management Committee community facilities available for hire. Some "Council" actions identified below may be enacted by Management Committees.

Applications are assessed in accordance with the following Policies: *Event; Fees and Charges; Private Functions on Public Reserves; Sportsground Management; and Fee Waivers, Subsidies and Support*. The *Fees and Charges Policy* is available to view in Council's annual Development Program and Operational Plan (DPOP).

1. Permit

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

2. Legislation

You must comply with all State and Federal Legislation in your use of this facility. Council may review the Terms and Conditions of a hire/use agreement to meet legislative requirements.

3. Commercial Hire

Commercial events to a maximum of 52 days (whether or not consecutive) in any 12-month period are 'exempt development' on land owned by Council or for which Council has Care, Control and Management, including Crown Land (Shoalhaven Local Environment Plan 2014). These events may be approved as casual hire or by license agreement. The event must not involve demolition or excavation and must not involve overnight accommodation on bushfire prone land. Other commercial events may be permissible with Development Consent, or by application to Crown Lands.

4. 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.

5. Hire/use Period

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

6. Hire/use Fee

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

| |
|---|
| 7. Bond |
| Council may require you to pay a bond for use of the venue. Bond 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 additional cleaning or repairs necessary to reinstate the venue to the condition it was before the time of hire/use will be deducted from the bond, or additional charges will be incurred by you. |
| 8. 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 on 4429 3111. |
| 9. Hirer/User's Obligations |
| The hirer/user must remain in attendance during the hire/use period and is responsible for venue or campsite security, safety of guests and supervision of all activities during the hire/use period. In all circumstances, the hirer agrees that all reasonable steps will be taken in connection with their hire/use to: prevent personal injury; prevent the manufacture, sale or supply of defective products; comply and ensure that the hirer's employees, servants or agents comply with statutory obligations, by-laws or regulations imposed by a public authority for safety of persons or property. NB. For camping bookings the hirer/user is not required to remain on site at all times. For facility bookings the hirer's Event Coordinator accepts this responsibility. |
| 10. Refusal or Cancellation by Council |
| Council reserves the right to refuse or cancel any booking or close any ground. Council may refund payments but will not be liable for any loss incurred by the hire/user. |
| 10.1 Large Events - Precedence |
| Large events (over 200 people per day) and festivals open to the broader community can have positive impacts in community-building, raising funds for community projects, and provide significant tourism, trade, and investment opportunities for the region. If small casual or regular bookings conflict with a large event offering significant community benefit, the smaller group may be required to relocate to another facility. |
| 10.2 Regular User Groups - Precedence |
| In support for community activities Council provides Regular hirers with precedence booking opportunity for future events during a designated period, as follows: <ul style="list-style-type: none"> • at the beginning of the season for sportsgrounds • at the beginning of the financial year, for the following calendar year at community buildings Some exceptions <u>may</u> apply at Management Committee-managed facilities. "Regular hirers" is defined in Council's Fees and Charges Policy. |
| 10.3 Elections - 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. |
| 10.4 Emergencies - Precedence |
| Community facilities can be 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 or campsite hire/use will be cancelled and hire fees refunded. |
| 11. Cancellation by You |
| If you decide not to use the venue or campsite 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. |

12. Use by Others

Your booking may not include exclusive use of the whole reserve or building. Council's online booking system or facility Booking Officer identifies bookable spaces.

At reserves and sportsgrounds the rights of the public to have free and unrestricted access must be respected, except where exclusive access for the hirer is explicitly approved, or where access is restricted by Council, e.g. for maintenance activities.

You must cause minimum inconvenience to residents and to other persons wishing to use the reserve or who have approved use of the building.

12.1 Sub-Letting

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

13. Liability

The hire/user must accept responsibility for any claim for damage to property or injury to persons which arises from any negligent act or omission of the hirer/user which occurs from their use and occupation of the venue or campsite.

14. Insurance & Indemnity

All commercial bookings and bookings associated with a sporting body, club, association or corporation, or entity of any kind, must hold public liability insurance cover with an approved Australian provider and be for an amount that is determined to be acceptable by Council for the hire/use of the venue or campsite.

At the time of making the booking a current certificate of currency must be supplied, and a renewed certificate provided to Council if required to cover the booking period.

The certificate must note the interests of Shoalhaven City Council and the Minister administering the Crown Lands Act. Please note this requires only a phone call to the insurer and they will be able to email an amended Certificate to the policy holder. Currently approved insurers are listed on the Australian Prudential Regulation Authority's Register of Authorised Insurers.

You agree to at all times indemnify Council from and against all liability whatsoever that is caused by any unlawful or negligent act or omission, or breach of these terms and conditions by the hirer/user, their guests or contractors during the period of the use of the venue or campsite.

Hirers/users who obtain services (paid or unpaid) from others to assist with the booking (eg caterers, cleaners, technical specialists etc) are required to ensure all contractors/service agents:

- Abide by these conditions of use
- Arrive and leave the premises within the approved period of the booking
- Hold evidence, in the form of a Certificate of Currency, that they hold Public Liability insurance cover of at least \$20,000,000 or other amount determined to be acceptable by Council
- Have assessed the facility for risk and have adequate safety procedures in place, which may include safe work method statements.

15. Damage

You will be responsible for any damage you cause to the venue or site, or any fixtures, furniture or equipment at the venue or campsite, 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 or campsite upon return of the keys. If not reported, the damage may be deemed as wilful and may be reported to the Police.

16. Cleanliness

You must leave the venue or campsite in a clean and tidy condition and return it to the condition before the time of hire/use. 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 or campsite is not left in a clean condition, any cleaning costs incurred will be at your cost and may be deducted from the bond.

17. No Smoking

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

18. Alcohol & Alcohol Free Areas

Some reserves have been declared alcohol prohibited or free areas. Under no circumstances is alcohol to be consumed in or around any of these designated reserves at the designated times. These areas or reserves are identified on Council's website.

In relation to other venues or sites where alcohol is permitted to be consumed, the hirer/user must adhere to the NSW liquor laws. Alcohol must not be sold at the venue or site unless a copy of a valid Liquor Licence and Responsible Service of Alcohol Certification is provided at the time of booking.

19. Safety

You must be aware of, and follow, the evacuation procedure for the venue or campsite and ensure that you keep any fire exits clear at all times. You must immediately report any accident or incident at the venue or campsite to Council.

20. Glass Bottle Free Sportsgrounds

Council prohibits the supply, sale and consumption of drinks in glass bottles or glass containers on Council managed sportsgrounds.

21. Electrical Equipment

You must not use double adaptors at the venue or campsite 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.

22. Offensive Noise / Language

The noise level from the event shall not cause offense to nearby residents. Offensive noise may be defined as 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 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.

Council is guided by the NSW Protection of the Environment Operations (Noise Control) Regulation 2017 regarding offensive noise on reserves, which as at 18/09/2023 advises that for musical instruments and electrically amplified sound equipment, noise should not be heard by a neighbour in a 'habitable room': Before 8 am and after midnight on any Friday, or Saturday or the day immediately before a public holiday. Before 8 am and after 10 pm on any other day.

You must not use offensive language that is audible to other hirers/users of the venue or campsite.

23. Council's Property

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

24. 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 must be submitted to the police at the time of booking the venue.

| |
|---|
| 25. 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 or campsite when vacating the venue or campsite, unless specific arrangements are made with Council. |
| You must not erect any structures 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 Reserves Policy. |
| No helium filled balloons to be used on any playing field, sportsground or reserves. No balloons, helium filled or otherwise, to be released in or around any Council owned playing field, sportsground, showground or reserves. |
| 26. 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. |
| 27. Fire Restrictions |
| 27.1 Community Halls, Parks and Reserves, Camping |
| Fires are prohibited |
| 27.2 Destination Parks / Sportsgrounds / Showgrounds |
| Fires for events over 200 people may be permissible where all of the following conditions are met: <ul style="list-style-type: none"> • a Safety Management Plan/Risk Assessment is submitted to Council • a Casual Hire or Event Permit is issued by Council, noting the fire as part of the event • Event coordinators must review and comply with RFS NSW advice/restrictions on the day of the fire, and comply with all conditions for recreational fires "on my property" here: <ul style="list-style-type: none"> • Lighting a Fire - Quick Facts (nsw.gov.au) • Fire Danger Ratings and Total Fire Bans – NSW Rural Fire Service Including <i>but not limited to</i> : <ul style="list-style-type: none"> • A water supply is available on site • You use all practical means to prevent or minimise air pollution • You are burning dry, seasoned wood in a properly constructed fire place (may be portable) • You have cleared an area of at least 2 metres around the perimeter of the fire • No fire is to be lit on Total Fire Ban days Fires for small events may be permissible under exceptional circumstances, where the above conditions are met, by request to Shoalhaven Swim Sport Fitness. Fires are prohibited in buildings. |
| 28. Trees/Vegetation |
| You must not cut or lop any trees or vegetation to facilitate your function. |
| 29. 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 from 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. |
| 30. Amusement Devices |
| You do not have approval to use amusement devices, which may require specific insurance coverage. If you want to use amusement devices, specific approval is required and should be requested within the booking application. |

| |
|--|
| |
| 31. Security |
| Council reserves the right to advise local Police and Council rangers of functions occurring on weekends. |
| Please report abusive or dangerous behaviour to the local police for assistance. When safe to do so please report emergencies to Council on 4429 3111. |
| You are required to submit a Safe Party Form to the police for any parties/functions. Details are available from Booking Officer or during online booking process. |
| 32. 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. |
| 33. Exits |
| You must maintain clear access of not less than 1.1 metres wide to all exit doors. |
| 34. Vehicle & Crowd Control |
| Vehicular access to reserves, sportsgrounds and showgrounds is restricted. If consent is given in the permit, this approves to load and unload materials. No vehicle will remain on the reserve, sportsground or showground, except if specified in the permit. Vehicles must park in designated parking areas only. Vehicle and crowd control remain your responsibility. |
| 35. Keys |
| You can collect and return access keys as instructed by the booking officer. Keys will not be provided prior to payment. You must not copy the keys. |
| 36. Reserves, Sportsgrounds and Showgrounds Only |
| 36.1 Existing Structures |
| You must inspect structures, goal posts, in-ground sprinklers and the like for safety and compliance with Australian Standards before use of the sportsground. Any unsafe areas should not be used and should be reported to Council immediately. |
| 36.2 Underground Services |
| Council may have underground services (eg: water mains and electricity) located within the reserve, sportsground or showground. 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. |
| Information about location of services can be requested when making a booking. Dependent on the request, additional costs may apply. |

37. Camping-specific Terms

Check-in time is from 1pm and check-out time is by 11am for all campsites.

Tent Camping is not permitted at Nowra Showground.

Road gates at Nowra Showground are locked from dusk to dawn. Pedestrian access remains open. There is an after-hours number posted at the campsite for emergencies.

Campsite allocation is at the caretaker's discretion. Campsite preference may be requested but no guarantee of a particular campsite will be given.

Caravan draw bars must be set up to face the access road for easy removal in case of emergency.

Bikes, scooters, skateboards and roller skates are not to be ridden in or around the immediate vicinity of the showground's amenity blocks, camp kitchen or nearby facilities. Riding after dusk is not permitted within the camping area.

All animals must be always under the effective control of a competent person. Bookings are required for horses and livestock for overnight stays. Persons in charge of animals must immediately remove faeces and properly dispose of them.

No smoking is permitted in or around showground amenities, facilities or communal dining/BBQ areas.

Noise levels from the campsite shall not cause a nuisance to nearby campers.

Between 10pm - 8am only essential noise is permitted.

The camp kitchen is to be kept tidy and accessible to all guests, at all times. Any items left in fridge (if supplied) is guests' responsibility.

You must always keep your campsite clean and tidy. On departure, you are responsible for the proper removal of all rubbish and leaving the campsite in a clean and tidy condition.

Do not empty mobile toilet systems in the toilets. Dump points are provided.

Unoccupied caravans, campervans and tents are not to remain in the showground for more than 24 hours.

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

Council reserves the right to direct persons to vacate an area without the necessity of stipulating the reason for such action, and any person so directed shall vacate the area without delay.

Do not leave valuables outside your van/tent. Please report any theft to the police and advise the Caretaker.

38. Nowra Showground

38.1 Locks

Road gates at Nowra Showground are locked from dusk to dawn, excepting in the case of events onsite. Pedestrian access remains open. There is an after-hours number posted at the camping amenities building for emergencies.

38.2 Closing Time

For facility bookings 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.

| |
|---|
| 39. Worrigeo Equestrian Common |
| 39.1 Use by Others |
| The hirer/user of Worrigeo Equestrian Common undertakes responsibility for risk management of the site for the duration of the hire/use period. To this end, Council invests the hirer/user with the authority to manage the site, including public access to the entire common area, for the duration of their hire/use period. Please report abusive or dangerous behaviour to the local police for assistance. |
| 40. Nowra and Berry School of Arts |
| 40.1 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. |
| 40.2 Piano |
| You may use the grand piano after gaining the prior approval of Council. |
| 41. Nowra Library Meeting Room |
| 41.1 Cleanliness |
| Should the room not be left clean and tidy after use, an additional cleaning fee may be charged. |
| 41.2 Keys |
| Should keys to the room not be returned, a replacement fee will apply. |
| 41.3 Alcohol |
| No alcohol is permitted in the meeting room. |
| 41.4 Storage |
| No storage can be provided in the room and regular users are required not to leave any of their belongings on the Library premises. Council will not assume any responsibility for any belongings left on the premises. |
| 41.5 Library Address |
| The hirer/user shall not use the address of the Library as their mailing address. |
| |

| Office Use Only | |
|------------------------|--|
| Issue Date: 09/2023 | Review Date: 09/2025 |
| Overseen By: | Shoalhaven Swim Sport Fitness |
| Working Copy: | D22/159212 (see related PDF for issue to the public) |
| Related Policies: | Application Form 776, Trim ref. FM22/38 (check for latest version) |