



### General Conditions of Hire Sports fields and Courts.

The following general conditions apply to all Waverley Council sports fields and courts. Failure to meet these conditions in full may result in the cancellation of this agreement.

**NB:** Where the hirer appoints a representative to run an activity on their behalf, the hirer holder named in the agreement is responsible for ensuring that their appointed representative is aware of and adheres to all conditions during the agreed period of hire. If challenged during your booking, call Council's Rangers on 9083 8000.

- Permits are not transferable and must be present upon request.
- Permits only apply to named sports fields or court stated on the permit.
- Any use of the sports fields without a permit is not permitted. This will be monitored by Waverley Council Rangers.
- Groups must supply numbers for use of specific fields. Excessive use will be regulated.
- All equipment brought in by the hirer holder must be removed from the premises no later than the finishing time specified on the agreement.
- Show courtesy for other groups, please do not access the field before your time when there is a booking.
- Any setup or pack down for the booking must be completed within the hire period. This includes warm-ups. Bookings are allocated back-to-back.
- Waverley Council accepts no liability for the loss or damage of any equipment or personal effects lost by the hirer or people attending their activity.
- It's the hirer's responsibility to verify immediately before the commencement of activities that the area specified above is safe and suitable for the approved use. In cases where it is deemed not safe to do so, the hirer must cancel the session.
- All Council signs and all directions from Council, Police officers or other authorities must be obeyed.
- All hirers must report all incidents of damage plus details of any accidents occurring during their hire to the Recreation Officer.
- All hirers must ensure that their activities do not impact on residents living close to the sporting fields, or hirers using other areas of the same field.
- Amplified music is not permitted unless prior approval has been granted by Council.
- Activities may not commence before 7am weekdays and 8am on weekends.
- Hirers are required to exercise reasonable care for the safety of all people attending.
- Hirers are responsible for the conduct of all patrons to ensure that no disorderly or unlawful behaviour is permitted in connection with the use of the field or court, in/or around the facility, parking bays and surrounding areas.
- Every care must be taken not to damage Council property, including vegetation.
- No vehicles may enter the parks and reserves.
- Lighting of fires is not permitted.
- Any roped off area for regeneration by Council must not be removed.
- Sale, use or free distribution of alcohol is not permitted unless otherwise approved by Council.
- Use of barbecues must be requested and approved by Council. Additional waste services may be required at a cost.
- The area is to be left clean and tidy at the end of activities.
- No smoking is permitted at any sporting field or facility as per the Smoke-Free Environment Regulation 2007.
- Dogs off-leash are not permitted on sporting field.

#### Insurance

- All Regular Hirers are required to have Public Liability Insurance for no less than twenty million dollars (\$20,000,000), in which Waverley Council must be named. Council's Insurers do not ensure the hirer and/or the person on whose behalf the hire is made.

### **Child Safe**

- Hirers of Waverley Councils Community Venues and Recreational facilities for the purposes of conducting activities for children are bound by NSW Child Protection Legislation and other obligations under the Law.
- Persons working directly with children, including volunteers, may be required to undertake Working With Children Checks (WWCC) prior to commencing their work. Clubs and Service providers are encouraged to visit the NSW Office of the Children's Guardian website for more information about the Working with Children Check, including who is required to hold one. Free training and information about becoming a child safe organisation is also available.
- Further information regarding WWCC, Child Safe and other obligations can be found on the following web sites:
- Working with Children Check Compliance: <https://ocg.nsw.gov.au/working-children-check/organisation>
- Becoming Child Safe: <https://ocg.nsw.gov.au/child-safe-scheme/implementing-child-safe-standards>
- Free Training and Resources: <https://ocg.nsw.gov.au/our-resources>

### **Wet Weather**

- If Council determines that the sports fields are closed due to wet weather, a full credit will be applied to your account.
- Wet weather credits will be shown on your next Pay Advice.
- Any additional bookings which are not included in your Regular Hire Agreement should be booked on a casual one-off basis and paid for prior to commencing. Credits from regular bookings cannot be used to pay for any additional casual bookings.
- Hours that are lost or are unable to be used for any reason other than wet weather will not be credited or rescheduled under any circumstances.
- Any credits that are owed to hirers who terminate their regular hire agreement will be forfeited.

### **Cancellations by Council**

- Occasionally Council may need to cancel a regular hirer's booking as we need to allow for turfing/maintenance or because Council plays host to large annual events.
- Wherever possible a minimum of 14 days' notice of cancellations will be given and an alternative field will be offered. Where this is not possible or not taken up by the hirer, a full refund of any fees paid will be made. No other compensation will be given.

### **Cancellations by Hirers**

- Should the hirer wish to cancel or change their regular booking/s, they may do so by notifying the Venue Officer in writing, with 14 days' notice. If less than 14 days' notice is received 50% of the fee is non-refundable and will be invoiced.
- Breaks within bookings must be no longer than two weeks within a 10-week booking period.

### **Hire fees**

- Waverley Council Pricing Policy, Fees and Charges 2023-24 will apply.
- Fees and Charges are reviewed annually, and any increases are applied from 1 July.
- Community Not for Profit groups will continue to be supported by Waverley Council with a 50% subsidy being applied.

### **Payment of fees**

- A pay advice for hire fees will be emailed to the hirer in 2 parts. September to December, then January to March.
- Hire fees are due 28 days prior to the commencement of your activity.
- Full payment must be made as Council do not accept part-payments.
- All in person payments must be made through the Waverley Council Customer Service Centre, 55 Spring St, Bondi Junction, NSW 2022. Alternate methods are detailed below.

**Payment methods**

- Online payments may be made by BPOINT at [Venue Hire Online Payments](#). Please have your Pay Advice Number to hand (this is the number starting with 400 on the Pay Advice).
- For Credit/Debit Card payments, call the Customer Service Centre on 9083 8000 and an officer will take details of the payment (a 0.8% Service Fee applies). Please have the pay advice number to hand.
- Other options include cash / cheque / money order payments.

**Reporting requirements**

Regular hirers are required to complete a short survey at the end of the hire agreement period. This survey will collect data of participation rates and measure customer service satisfaction. The results of the survey will be used to improve our service levels.

**Contact us**

If you have any questions about the terms of this agreement or relating to your use of the venue, please contact the Venue Hire Team directly at [venuehire@waverley.nsw.gov.au](mailto:venuehire@waverley.nsw.gov.au) or by phone **9083 8300**.

**Emergency or security related issues should contact 0404 199 352.**