Terms and Conditions

Hire Arrangements for Community Picnic Area (CPA)

Compliance

The applicant must comply with these Terms and Conditions of Hire Arrangements and any reasonable requests made by Council staff or its agents on the day of the event. Failure to do so will be regarded by Cumberland Council (Council) as a breach of these Terms and Conditions and this 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 any future bookings

General

Unless otherwise approved in writing by Council the applicant must not:

- Use the CPA for commercial purposes
- Charge for entry to the event
- Assign or sublet the CPA to a third party
- Use the CPA for purposes other than those stated in the application form

Council reserves the right:

- To cancel any event or activity that in its opinion is offensive, immoral or noxious or that may cause a nuisance or annoyance to Council or neighbouring properties or any other person.
- To relocate any activity at any time to an alternate venue

The applicant:

- Acknowledges that use of CPA is at its own risk
- Agrees to remove all belongings and hired equipment from the CPA at the end of the hire period
- Acknowledges that it 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.
- Acknowledges that legislation exists at State and federal level, which makes acts of discrimination, vilification, incitement, offensive conduct and public disorder unlawful. By signing these Terms and Conditions the applicant 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 users of Council’s facilities must be covered for public liability insurance purposes.

Individuals and unincorporated not for profit community organisations that don’t have their own public liability insurance policies may be covered under Council’s general policy.

Incorporated organisations, schools and commercial organisations must have their own cover of at least $10 million per claim for the duration of the hire period. 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 Council property
- 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 the CPA.

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 CPA must only be used at the time and on the date specified in Council’s written confirmation. Any extensions or alterations must have Council’s prior written approval.

Cancellations and Refunds

If the applicant wants to cancel a confirmed booking, Council must be informed in writing as soon as possible.

- If the hirer gives 4 or more weeks’ notice to the date of the function or event then the hire fee will be refunded in full

- If the hirer gives less than 4 weeks’ notice to the date of the function or event then the hire fee will be forfeited. The security bond will be returned in full

If a function or event is cancelled because of wet weather, the applicant can request a refund. Written requests must be received within two weeks of the date of the cancellation. Requests received more than two weeks after the date of the cancellation will not be considered. The Manager, Parks and Recreation will determine whether to refund up to 90% of the hire fee.

If the applicant doesn’t use the CPA on the date booked and paid for and in the opinion of Council the CPA was fit for use, the hire fee will be forfeited.

Set Up and Pack Away

The applicant must ensure sufficient time is allowed for set up and pack away.

Set up and pack away must be completed within the times booked and paid for.
All belongings and hired equipment must be removed from the CPA by the end of the hire period.

**Conduct and Supervision**

The applicant is responsible for ensuring that:

- All persons attending the function or event conduct themselves properly at all times
- Children and young people are properly supervised during the function or event and not placed at risk upon entering, occupying or leaving the facility
- The NSW Police Force are informed if more than 500 people are expected to attend the function or event
- If security staff are used they must be appropriately qualified and have public liability insurance cover of at least $10 million

**Duty of Care**

Duty of care for all persons attending the function or event will remain the responsibility of the applicant at all times and cannot be transferred to Council or its employees.

If appropriate, the applicant is responsible for obtaining signed consent and medical information forms for all participants under the age of 18 years.

**Risk Management**

Council strives to provide hirers with good quality facilities that are fit for purpose. To this end, it identifies, manages and where possible removes potential risks to health and safety.

However:

- Responsibility for conducting risk assessments and the preparation of risk management plans is the responsibility of the applicant
- If a hazard is identified that can be removed safely without the risk of injury, the applicant should proceed
- If a hazard is identified that is a risk to personal safety and requires urgent attention, it must be isolated and reported to Council on 8757 9000 immediately
- Other hazards should be reported to Council between 8.30am and 4.30pm on the next working day

**Incident Notification and Emergencies**

Any injuries that occur during the hire period that require medical treatment must be reported to Council no later than 4.30pm on the next working day. Council has developed an ‘Injury Report Form’ to aid this process. A copy of the form will be included with Council’s letter of confirmation.

Any incidents that occur that require the attendance of the Police, ambulance service or fire service must be reported to Council (9735 1222) no later than 4.30pm on the next working day.

Any incidents that result in damage to Council property must be reported to Council’s Parks Supervisor (8745 9720) before 4.00pm on the next working day.
Modifications

Modifications to Council facilities are prohibited. If the applicant is found to have modified any plumbing, electrical or irrigation system the applicant will be liable for the full cost of restoration or repair.

Decorations

Modest decorations are permitted on condition:

- They are removed together with their fastenings at the end of the hire period
- The CPA isn’t damaged
- Trees and local flora aren’t damaged

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.

Cleaning and Waste Removal

The applicant is responsible for:

- Ensuring the CPA is left in a clean and tidy state to Council’s satisfaction at the end of the hire period
- The removal and appropriate disposal of all waste generated by the function or event. Council does provide an event waste disposal service. Applications are essential and fees and charges do apply. Contact Facilities Bookings Team on 9735 1222 for further information
- Any costs incurred by Council if the CPA is not left in a clean and tidy state or if any waste generated by the event is not disposed of appropriately

Noise

The applicant must ensure that:

- Noise levels are kept to a minimum to avoid disturbance to other visitors and neighbouring properties. Such noise includes noise from motor vehicles and motor cycles
- Noise levels must not exceed 60dBA at the edge of the function or event which is equivalent to the noise made in regular conservation

Cumberland Council may issue on the spot fines and take legal action in accordance with the provisions of the Protection of the Environment and Operations Act 1997 if noise from an event exceeds this limit.

Parking

That people attending the function or event only park in designated areas and marked parking spaces.

People do not park on any grassed areas, garden beds or landscaped areas.
Loss

Council:

- Does not accept responsibility for the loss of any property belonging to either the applicant or any person attending the event
- Will retain items of lost property for a period of 7 days after which they will be disposed of
- Will hand valuable items to the NSW Police Force - Flemington Local Area Command

Alcohol

The consumption or sale of alcohol at the CPA is prohibited unless prior written approval is provided by Council and the appropriate licence(s) is obtained.

Emergency Access

Access for emergency vehicles must be maintained at all times.

Electrical

There are a very limited number of power outlets at the CPA. The applicant must note on the application form if access to a power outlet is required.

If Council gives prior approval for the use of a power outlet the applicant:

- Must only use the power outlet for small domestic appliances
- Is responsible for ensuring that any domestic appliances that are used conform to electrical testing standards
- Must ensure that the total load capacity of any domestic appliances used does not exceed the total load capacity of the CPA
- Will be responsible for any costs (including call out costs) incurred by Council in rectifying problems caused by the applicant’s use of faulty or inappropriately used electrical equipment

Fires

Open fires are prohibited.

Portable BBQs are permitted (other than on total fire ban days) in the CPA

Food

The preparation and consumption of food in the CPA is permitted. However, it cannot be taken into the main area of the Auburn Botanic Gardens.

The applicant is responsible for ensuring that it complies with all State and federal legislation relating to food handling, preparation and storage.

Feeding native animals, birds and fish can cause health problems and is therefore prohibited.
Domestic Animals

Domestic animals are prohibited in the Botanic Gardens.

Dogs on leash under the effective control of a responsible person can be brought to the Picnic Area precinct outside the Botanic Gardens but must be kept at least 10m away from playgrounds and food preparation areas.

Temporary Structures

(Including but not limited to amusement devices and jumping castles, marquees, stalls, stages and fencing)

The applicant:

- Is responsible for contacting Council’s Development Assessment section (9735 1222) to determine whether any planned temporary structures require development approval
- Ensure that all temporary structures are installed and operated in accordance with manufacturer or hirer’s instructions
- Is responsible, where appropriate, for ensuring that all temporary structures are supervised by a responsible person at least 18 years old and trained in all aspects of their safe operation
- Must provide Council with copies of certificates of currency for public liability insurance for at least $10 million per claim for all hired equipment for the intended period of hire
- Must contact Council’s Parks Supervisor (8745 9720) at least one week prior to the date of the event to agree the location of all temporary structures

Council does not supply power for temporary structures like amusement devices, jumping castles and catering equipment. The applicant is responsible for providing generators.

Kindy Farms and Pony Rides

If appropriate, the applicant must ensure:

- There is at least a 10 metre setback from any playground, picnic shelter or eating area
- A responsible person 18 years or over is present at all times to supervise the activity
- Riders are not left unattended on a pony. That is to say the handler must lead the pony at all times while the rider is astride the pony
- All waste and manure is removed at the end of the hire period

Verification

Please ensure that on the day of the event someone keeps a copy of Council’s confirmation letter with them. A Council Officer or Ranger may visit the function or event to ensure that all Terms and Conditions of Hire Arrangements are being met.