

# City of Ryde



## APPLICATION FOR CASUAL USE OF SPORTING FACILITIES

Please **print** all information and tick or circle appropriate information

### 1. Hirer's Details

Organisation (full name) \_\_\_\_\_

Contact \_\_\_\_\_

Position \_\_\_\_\_

Postal Address \_\_\_\_\_

Home telephone \_\_\_\_\_ Work telephone \_\_\_\_\_

Mobile \_\_\_\_\_ Fax \_\_\_\_\_

E-mail \_\_\_\_\_

Description of Activity \_\_\_\_\_

### 2. Definition

- **Casual Hire** –hourly hire for events and activities which may or may not occur on a regular basis between the hours of 8.00am to 10.00pm weekdays, between 8.00am to 5.30pm Saturdays and 9.00am to 5.30pm Sundays (excepting turf wickets).

### Casual use of Sportsgrounds for single organisation

<b>Club / Organisation</b>			
<b>Facility (include specific field no's)</b>			
<b>Proposed Date / Time of Hire</b>	<b>Days</b>	<b>Dates</b>	<b>Times</b>
	Mon		
	Tue		
	Wed		
	Thu		
	Fri		
	Sat		
	Sun		
<b>Estimated Attendance</b>	a) Estimated daily attendance of participants: _____		
	b) Estimated daily attendance of spectators: _____		

4.

### Casual Use of Sportsgrounds for multiple clubs

*Please photocopy if additional sheets are required*

<b>1. Club / Organisation</b>			
<b>Facility (include specific field no's)</b>			
<b>Proposed Date / Time of Hire</b>	<b>Days</b>	<b>Dates</b>	<b>Times</b>
	Mon		
	Tue		
	Wed		
	Thu		
	Fri		
	Sat		
	Sun		

<b>2. Club / Organisation</b>			
<b>Facility (include specific field no's)</b>			
<b>Proposed Date / Time of Hire</b>	<b>Days</b>	<b>Dates</b>	<b>Times</b>
	Mon		
	Tue		
	Wed		
	Thu		
	Fri		
	Sat		
	Sun		

<b>3. Club / Organisation</b>			
<b>Facility (include specific field no's)</b>			
<b>Proposed Date / Time of Hire</b>	<b>Days</b>	<b>Dates</b>	<b>Times</b>
	Mon		
	Tue		
	Wed		
	Thu		
	Fri		
	Sat		
	Sun		

## 5. Fees and Charges

All applicable hire fees and bonds must be paid prior to use. In the event of outstanding debts, Council retains the right of possible refusal of further hire of Council facilities.

Council's schedule of Fees and Charges is available at [www.ryde.nsw.gov.au/feescharges](http://www.ryde.nsw.gov.au/feescharges) or contact Council's Parks Booking Officer on 9952 8249 for further information.

## 6. Public Liability Insurance

A Public Liability Insurance cover for a minimum of \$20,000,000 is to be supplied by corporations, associations, sporting clubs, religious organisations, commercial enterprises, users hiring a facility more than ten times a year. Hirers who are not corporations, associations, sporting clubs, religious organisations and commercial enterprises who hire facilities no more than 10 occasions in any 12 month period may be covered under Council's policy of public liability insurance subject to payment of the applicable fee with Council's adopted Management Plan for each occasion of hire (see clauses 9-12 in Terms and Conditions).

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Council's Bookings Team will assess your application and subject to satisfying all terms and conditions, will issue a permit authorising the use of the facility for the approved purpose. Sporting groups and their patrons are required to adhere to Council's Terms and Conditions, except where written authorisation has been granted.

**At no time shall a sporting group and their patrons use a Sportsground, unless a permit has been issued.**

### Declaration

I believe the information provided on this application is correct and true to the best of my knowledge. I have read the Terms and Conditions of hire contained with this application and agree to abide by them. I also undertake to advise the City of Ryde should there be any alterations or additions to the information supplied and to pay any cancellation fees applicable in the event of cancellation by the hirer.

\_\_\_\_\_  
**(Signature)** On behalf of \_\_\_\_\_  
**(Hirer)**

\_\_\_\_\_  
**(Print Name)** **Date** \_\_\_\_\_

Please return this completed form together with any relevant documents (eg Public Liability Insurance, requested documentation etc) to:

**Via Mail :** Parks Facilities Officer, The City of Ryde, Locked Bag 2069, North Ryde NSW 1670

**Via Fax :** 9952 8240

For further information, please ring the Parks Facilities Officer on 9952 8249.

# TERMS & CONDITIONS

1. This agreement shall come into effect upon the Council serving the Permit on the Hirer.
2. The Hirer must, within the time notified in the Permit, pay to Council the Fee and the Bond.
3. Should the Hirer cancel this agreement, the Hirer shall pay Council the following:
  - \$67.00 cancellation fee plus any expenses incurred on the facility preparation.
4. The Hirer must use the Facilities only for the Approved Purpose and at the Approved Times.
5. The Hirer must not (whether by act or omission) cause any damage to the Facilities or leave the Facilities in an untidy state. The Council may remedy a breach of this clause, the cost of which shall be a debt due from the Hirer to the Council.
6. The Hirer must not use the Facilities at any times that the Council, in its absolute discretion, determines that the Facilities are unfit for use or occupation.
7. Where in this agreement there is a debt due to the Council from the Hirer, the Council may, in its absolute discretion, call upon the Bond to satisfy the debt. In any such event, the Hirer must, as soon as practicable, replenish the Bond.
8. In accordance with section 5N of the Civil Liability Act 2002 (NSW), the Hirer uses the Facilities at its own risk.
9. The Hirer shall have in effect throughout the term of this agreement a policy of public liability insurance in a sum of \$20,000,000. The policy must note the interest of the Council and must be on terms acceptable to the Council. The Hirer must provide evidence of the currency of the requisite policy upon request by Council. Where the Hirer is in breach of any provision of this clause, the Council may effect its own public liability insurance policy to cover the Hirer's activities under this agreement, the cost of which shall be a debt due to the Council.
10. The Hirer must not do anything that will void or otherwise negatively effect the insurance policy obtained under clause 9 and must, as soon as is practicable, inform the Council in writing of any such voidance or negative effect.
11. The Hirer must promptly advise the Council of the occurrence of an event that gives or may give rise to a claim under the policy and must keep the Council fully informed of subsequent action and developments concerning the claim.
12. Hirers who are not corporations, associations, sporting clubs, religious organisations and commercial enterprises who use Facilities no more than 10 occasions in any 12 month period may be covered under Council's policy of public liability insurance subject to payment of \$55 for each occasion of hire.
13. The Hirer indemnifies the Council against any claim, demand, action, suit or proceeding that may be made or brought against the Council arising from the Hirer's use of the Facilities, except where the claim demand, action, suit or proceedings relates to the negligent act or omission of the Council.
14. The Hirer must comply with all applicable laws and Australian Standards at all times when using the Facilities, Without limiting the foregoing, the Hirer, in using portable soccer goalposts, must comply with Standards Australia guidelines HB 227-2000 (Portable soccer goalposts – Manufacture, use and storage).

15. The Hirer must, as soon as practicable, make good any damage caused (whether by act or omission) to the Facilities. The Council may remedy any breach of this clause, the cost of which shall be a debt due to the Council from the Hirer.
16. The Hirer must not erect any structures upon the Facilities except for temporary safety equipment (eg. goal post padding)
17. The Hirer must not assign its rights under this agreement without the prior written consent of the Council, which may be withheld at Council's discretion. Any consent given under this clause may be given conditionally.
18. The Hirer must not cause any nuisance to properties within the neighbourhood of the Facilities.
19. The Hirer must not supply or consume alcohol on the Facilities without the Council's written consent which consent may be withheld at Council's discretion and which may be given conditionally.
20. The Hirer must not drive any vehicle onto the Facilities unless there is provision for vehicles by way of roads and parking areas.
21. Where Facilities are being repaired/maintained by Council, the Hirer must, in its use of the Facilities comply with any lawful direction given by the Council.
22. The Hirer warrants that, prior to each use of the Facilities, the Hirer has either:
  1. assessed that the toilets, waste receptacles and related amenities provided at the Facilities ("**Amenities**") are sufficient to serve the needs of the likely number of spectators that will attend the Hirer's event(s); or, if that is not the case
  2. obtained the Council's consent to the installation of any additional temporary Amenities to address any deficiency and, at its cost, installed the additional amenities in a proper and workmanlike manner and in accordance with any directions from Council and other industry standards.
23. Where clause 22(b) applies:
  1. the Hirer shall, as soon as possible after the relevant use of the Facilities, remove any temporary Amenities installed; and
  2. clauses 5 and 15 of this Agreement shall apply to the installation, use and removal of any temporary Amenities.
24. The Hirer must remove any of its members from the Facilities where, in the opinion of the Council, the member misconducts themselves and Council directs their removal.
25. The Hirer must not charge an entry fee to the Facilities without the prior written consent of the Council, which consent may be withheld at Council's discretion or granted conditionally.
26. The Hirer must not copy any keys made available by the Council to the Hirer for the Facilities. Any such keys must be returned to Council immediately following the completion of this Agreement.
27. A party may terminate this Agreement where the other party fails to pay any money due under this Agreement or commits a material breach of this Agreement. Without limiting the foregoing, a material breach is taken to have occurred where:
  1. a party gives the other party notice to remedy a breach within a reasonable time and the other party fails to remedy the breach within that time; or

2. there is a breach of clauses 22 or 23 of this Agreement.

28. The Hirer's address for service of any notices under this Agreement shall be the address specified in the Application. Service shall be taken to have been effected in accordance with section 76 of the *Interpretation Act 1987*.

29. Definitions

**Application** means the "Application for Seasonal Use of Sporting Fields" submitted to the Council by the Hirer

**Approved Purpose** means the purpose identified in the Permit

**Approved Time** means the dates and times specified in the Permit

**Bond** means either:

- cash; or
- an unconditional agreement issued by a bank or other body approved by Council to pay to Council the amount specified in the Permit.

**Council** means the City of Ryde Council and includes, where the context allows, its employees and authorised agents

**Facilities** means the facilities identified in the Permit.

**Fee** means the fee identified in the Permit

**Hirer** means the Hirer specified in the Application and includes, where the context allows, the Hirer's employees, agents and invitees.

**Permit** means a letter issued by the Council to the Hirer approving an Application and specifying the terms and conditions of the approval.

**John Neish**  
**General Manager**