

# APPLICATION FOR REGULAR USE OF SPORTSGROUNDS BY SCHOOLS

## About this form

Schools can use this form to apply for regular use of sportsgrounds.

Please return this completed form requested to:

**Post:** Parks Facilities Officer,  
City of Ryde, Locked Bag 2069, North Ryde NSW 1670  
**Fax:** 9952 8240

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

## Council Contact Details

**Customer Service Centre** 1 Pope Street, Ryde NSW  
**Post** Locked Bag 2069, North Ryde NSW 1670  
**Email** cityofryde@ryde.nsw.gov.au  
**Phone** (02) 9952 8222

## PART 1 : HIRER'S DETAILS

School Name

School Principal

Contact for sportsground Hire:

Given Name

Family Name

Postal Address

Note – this is where all future Correspondence will be sent

Preferred contact

Phone

Email

School Phone

Email

School Website

## PART 2 : INSURANCE

Please attach copy of Policy/Certificate of Currency. Note – Schools are required to provide a copy of their Public Liability Insurance covering the school for at least \$20 million for activities run on Council sporting facilities.

Insured

Insurance Company

Insurance Type

Coverage Value

Policy Number

Expiry Date

Personal information collected from you is held and used by Council under the provisions of the *Privacy and Personal Information Protection Act 1998*. The supply of information is voluntary, however if you cannot provide, or do not wish to provide the information sought, Council may be unable to process your request. Please note that the exchange of information between the public and Council, may be accessed by others and could be made publicly available under the *Government Information Public Access Act 2009 (GIPA Act)*. If you require further information please contact Council's Customer Service Centre on 9952 8222.

OFFICE USE ONLY Receipt number

Amount paid \$

Date received

## PART 3 : TERM 1

Please copy and complete additional pages if required.

Term 1, Year

Sportsground & Field

Day	Start Time	Finish Time	First Date	Last Date	Intended Activities

Term 1, Year

Sportsground & Field

Day	Start Time	Finish Time	First Date	Last Date	Intended Activities

Term 1, Year

Sportsground & Field

Day	Start Time	Finish Time	First Date	Last Date	Intended Activities

In term 1, sportsgrounds are primarily configured for Summer sport. It should be noted that changeover to Winter season will commence in the last two weeks of March with the installation of goalposts & covering of wickets etc. Please contact the Parks Booking Officer on 9952 8249 during this period to check the set up of specific sportsgrounds.

## PART 3 : TERM 2

Please copy and complete additional pages if required.

Term 2, Year

Sportsground & Field

Day	Start Time	Finish Time	First Date	Last Date	Intended Activities

Term 2, Year

Sportsground & Field

Day	Start Time	Finish Time	First Date	Last Date	Intended Activities

Term 2, Year

Sportsground & Field

Day	Start Time	Finish Time	First Date	Last Date	Intended Activities

In term 2, sportsgrounds are primarily configured for Winter sport.

## PART 3 : TERM 3

Please copy and complete additional pages if required.

Term 3, Year

Sportsground & Field

Day	Start Time	Finish Time	First Date	Last Date	Intended Activities

Term 3, Year

Sportsground & Field

Day	Start Time	Finish Time	First Date	Last Date	Intended Activities

Term 3, Year

Sportsground & Field

Day	Start Time	Finish Time	First Date	Last Date	Intended Activities

In term 3, sportsgrounds are primarily configured for Winter sport. It should be noted that changeover to Summer season will commence in the last two weeks of August with the removal of goalposts & uncovering wickets etc. Please contact the Parks Booking Officer on 9952 8249 during this period to check the set up of specific sportsgrounds.

## PART 3 : TERM 4

Please copy and complete additional pages if required.

Term 4, Year

Sportsground & Field

Day	Start Time	Finish Time	First Date	Last Date	Intended Activities

Term 4, Year

Sportsground & Field

Day	Start Time	Finish Time	First Date	Last Date	Intended Activities

Term 4, Year

Sportsground & Field

Day	Start Time	Finish Time	First Date	Last Date	Intended Activities

In term 4, sportsgrounds are primarily configured for Summer sport.

## PART 4 : AGREEMENT

I / We I agree to abide by the City of Ryde Terms and Conditions of Hire for Sportsgrounds and any other conditions as advised by Council. I hereby certify that the information supplied in this application is correct to the best of my knowledge. I also undertake to advise the City of Ryde should there be any alterations or additions to the information supplied.

Applicants Name

Signature

Date

## PART 5 : TERMS AND 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:
  - \$93.50 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 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 \$83.00 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)

## PART 5 (CONTINUED) : TERMS AND CONDITIONS

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:
  - 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
  - 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 workman like manner and in accordance with any directions from Council and other industry standards.
23. Where clause 22(b) applies:
  - The Hirer shall, as soon as possible after the relevant use of the Facilities, remove any temporary Amenities installed; and
  - 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:
  - 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
  - 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.

*General Manager*