

# WHITE PARK BOOKING REQUEST

Use this form to request the use of White Park grounds and amenities. White Park is located at Guernsey Street in Scone. You will receive a booking confirmation upon approval.

## 1 Applicant Details

Organisation

Postal address

### FIRST POINT OF CONTACT:

First name  Surname

Contact number  Email

### SECOND POINT OF CONTACT: emergency contact

First name  Surname

Contact number  Email

Public liability insurance certificate of currency attached (where required) ABN

## 2a Event Name & Description

Event name

Event description  E.g. rodeo, campdraft, auction.

No. competitors  No. spectators

## 2b Event Requirements

**EVENT:** Start date  Finish date  Start time  Finish time

**SET UP/PACK UP:** Bump in date  Start time  Finish time

Bump out date  Start time  Finish time

**RECURRENCE:**  Daily  Weekly  Monthly  Annual  Other  Provide dates in 2c

Start date  Finish date  Start time  Finish time

Exclude these dates

**For complex requirements provide more details on next page (2c)**



## 2c Event Details

Provide a description of your requirements. Include recurrence dates, event details & areas required:

## 3 Building/ground requirements - tick all relevant

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Undercover Arena | <input type="checkbox"/> Auctioneer's Ring                      | <input type="checkbox"/> Amenities             |
| <input type="checkbox"/> Canteen          | <input type="checkbox"/> Brick Stables (15 available)           | <input type="checkbox"/> Bookie's Area         |
| <input type="checkbox"/> Bar              | <input type="checkbox"/> Steel Stables (16 available)           | <input type="checkbox"/> Events Office         |
| <input type="checkbox"/> Rodeo Chutes     | <input type="checkbox"/> Timber Stables (156 available)         | <input type="checkbox"/> Surface preparation   |
| <input type="checkbox"/> Open Area        | <input type="checkbox"/> Timber Stallion Stables (12 available) | <input type="checkbox"/> Public address system |
| <input type="checkbox"/> Dressage Arena   | <input type="checkbox"/> Camping Grounds                        |  |

## 4 Risk Assessment and public liability insurance

The applicant MUST attach a risk assessment, COVID-19 Safety Plan and evidence of a current public liability policy for \$20 million, which indemnifies Upper Hunter Shire Council from and against all claims arising from the user group/organisation's legal liability as a result of it's use.

**PRIVACY STATEMENT** The personal information that Council is collecting from you is personal information for the purposes of the Privacy and Personal Information Protection Act 1998. Any personal information supplied or collected will only be stored and processed for lawful purposes directly related to the functions and activities of Upper Hunter Shire Council.

## 5 Authorisation

I have read and agree to abide by the terms and conditions set out in the Upper Hunter Shire Council Reserves and Parks Conditions of Use.

Signature

Name

Date

*Refer to map on page 3 if needed*

**OFFICE USE ONLY** INT - 11042/19 | J/N (400) 1240.110.124

Date Received:

Date Approved:

Date Entered into Calendar:

Date Updated in Register:

Email confirmation TRIM Ref:

Fee:

Date invoiced:

Receipt No.

Public liability insurance required

Attached

Liquor licence required

Attached

DA / S68 approval required

Attached

COVID-19 Safety Plan

Attached

Risk assessment required

Attached

Signature accepting terms and conditions

Signed

Bond received

Attached

Officer :

Signature :



# TERMS AND CONDITIONS OF USE FOR WHITE PARK

## Application for Use

- All applications for use of White Park facilities must be made in writing.
- When Council permission is granted to a person or organisation for one activity, no other activity shall be substituted nor will sub-letting by the person or organisation be allowed.

## Fees and Charges

- The hirer will pay the hire fees and the bond.
- All fees and charges for bookings are quoted as per the current financial year. Actual cost of hire will be in alignment with the fees and charges relevant to the actual hire period.
- In the case of a false fire alarm, Council will pass on the costs of the call-out fee to the hirer.

## Insurance

- Public liability insurance must be supplied for booking to be approved.
- All users should be incorporated and hold current Public Liability Insurance Policy for a minimum of \$20 million, which indemnifies Council from and against all claims arising from the organisation's legal liability as a result of its occupancy. A copy of your current Public Liability premium should be supplied to Council.
- Users are required to ensure that all players and officials are covered by insurance.
- Any incidents occurring, not caused by a player or occurring naturally are to be reported to Council.
- The users or hirer accepts full and complete responsibility for any loss of or damage to any personal property (including money, jewellery and credit cards), property on hire or loan, or any contents stored in the facility. The users group must obtain their own insurance.
- NSW Child Protection Legislation – users who provide services for children and wish to use or hire Council's facilities must have appropriate child protection policies and procedures in place. For further information on the 'Child Protection Checklist' please contact NSW Sport and Recreation on 13 13 02.
- Clubs and organisations are required to obtain appropriate insurance to cover all equipment owned. Clubs or hirers are advised to take adequate precautions to ensure that equipment is stored safely. Council will not take any responsibility for equipment owned by clubs or hirers. The users agrees to indemnify the Council against any claim by any person, firm or corporation in respect of any article or thing.

## Entertainment and Devices

- Organisations wishing to have entertainment at any of their events, where the entertainment involves a level of noise, i.e. band playing, or will draw a large crowd may be subject to Council's 'Open Air Policy'. Organisations must inform Council at the time of making enquiries about booking the facility if they are wishing to have entertainment.
- Organisations wishing to engage amusement devices will need to provide Council with the following original documents:
  - WHS Regulations Subdivision 2 – Control Measure for Amusement Devices (Section 238 – 242 Inclusive)
  - Current Public Liability Policy with a minimum cover of \$20M (attach original Certificate of Currency with the interest of Upper Hunter Shire Council noted clearly on the certificate)

## Works

- All works to White Park must not be carried out before Council approval has been granted.

## Signage

- Temporary signage is permitted in White Park. Temporary signage refers to displays set up immediately prior to an event and removed at the conclusion of the event, i.e. 'A' frame signs.

## Camping

- Camping is allowed on areas designated for camping as horse sports areas, subject to payment of a fee as designated within Council's fees and charges.
- Camping is to be booked via nominate via the White Park web.

## General

- The applicant shall contact Council on (02) 6540 1115 at least two (2) weeks prior to the booking to finalise arrangements and undertake risk assessments.
- If the person or organisation fails to enforce the observation of any of these conditions or fails to remove any person who has committed any breach of these conditions from the area, the use of White Park shall be terminated, without any liability being incurred by Council.
- Applicants are approved subject to Council imposing special conditions with the regards to the nature of the activities or functions to be held.
- Council reserves the right to cancel any booking if, in the opinion of Council, the facility is unfit to hold the activity, the probable damage resulting from such activities would be detrimental to the future use of the area, or the activity is in conflict with another activity booking.
- If an event is cancelled seven (7) days prior to the booked date Council have the right to retain all security monies.
- The facility must not be sub-let or any tenancy transferred or assigned without the written consent of Council.
- Council may cancel any booking made when the same is required for a municipal function or by reasons of national or district emergency. In the event of this occurring any hire charge and security deposit will be returned in full, but will not be liable for any loss by the hirer.
- Council's decision will be final on the allocation of facilities.
- Council will need to sight the originals of any documents provided including insurances, licences and approvals.
- Council will complete an arena preparation prior to any event and charged per our fees and charges.
- No animals are to be tied up to Council property, fences etc.

## Risk Assessment

- The hirer must complete a risk assessment prior to each event / training sessions and present to Council for approval.
- The risk assessment must identify potential hazards and implement controls to minimise the risks associated with the activities being performed and the environment in which they are being performed.

## COVID-19

- The hirer must prepare and present to Council a COVID-19 Safety Plan before the day of event. The COVID-19 Safety Plan must adhere to the current NSW Government Public Health Orders, and also manage risks to staff and other people in accordance with Work, Health & Safety laws. For more information and specific advice for you industry, go to **nsw.gov.au**
- The hirer must nominate a COVID-19 Safety Coordinator, and have them complete the COVID-19 awareness course found at **<https://www.playbytherules.net.au/got-an-issue/covid-19-support-centre/covid-19-awareness-mini-course>**
- The hirer must supply an endorsed letter from their state sporting association or insurer supporting their return to sport.

## Bookings

- All applications for use of White Park must be made in writing using the standard form provided.
- A confirmation booking letter will be supplied stating the fees to be paid to Council.
- Major events are to be booked separately to regular seasonal bookings.
- When Council's permission is granted to a person or organisation for one activity, no other activity shall be substituted nor will sub-letting by the person or organisation be allowed.
- The person or organisation that has approval to use White Park will be responsible for the conduct of ALL persons using the grounds and facilities as well as the safe custody and proper use of the property, furniture, fittings and appliances.
- Stables are to be booked via White Park web.

## Food and Beverages

- Glass containers and bottles are not permitted on any area of White Park. It is the responsibility of the user or hirer to ensure that this rule is enforced. Users will be charged the cost of removal of glass from White Park.
- Hirers will comply with any requirements of the Food Act 2003 and the Food Regulation Act 2004. The website available for further information is [www.foodstandards.gov.au](http://www.foodstandards.gov.au)
- Any loss of perishables will be the sole responsibility of the users or hirer. Council will not be responsible for the loss of any perishables, for any reason.

## Alcohol

- A liquor licence, issued under the Liquor Act as well as written consent from Council is required before alcohol can be sold at the White Park.
- All users wishing to sell alcohol will be required to obtain permission from Council with specific dates and times, as well as hold a 'Function On-Licence'. All persons who will be carrying out the sales of alcohol will be required to have a Responsible Service of Alcohol (RSA) Certificate. Any persons who are caught consuming alcohol on Council property without prior approval become the responsibility of the user group or hirer.

## Ground Closure

- If there is a dispute with regard to ground closures the users will refer the dispute to Council to determine.
- During wet weather Council staff will do regular inspections of White Park in order to determine whether or not they should be closed. The decision to close White Park is based on a number of factors including:
  - The type of activity scheduled to be undertaken and the potential for damage to the playing surface
  - The weather forecast from the Bureau of Meteorology
  - The potential of injury to players
  - The conditions of the ground as the time of inspections, its drainage characteristics and its ability to recover from damage
  - The length of grass and whether or not it can be cut by heavy equipment
- The hirer of White Park is to take responsibility of the ground and its condition. If a ground does not look safe, or is too wet to play on, the hirer is to cancel their booking.

## Keys

- Users will be issued with two (2) keys, refer to Council's current fees and charges for rates.
- Where the hirer is given keys to White Park or facilities copies must not be made of them.
- The keys remain the property of Council and are returnable on demand. A fee, as determined by Council is payable in respect of any lost keys.
- Keys must not be passed on to another organisation or individual without the prior written consent of Council.
- The hirer will be required to pay the cost of replacement of any keys if they are lost or not returned to Council.
- It remains the responsibility of the hirer to organise the collection of keys prior to the booking.

## Policy and Protocol

- Council's has adopted a 'Smoke Free Outdoor Area Policy' and this is to be enforced by the users.
- Maintenance protocol that applies to White Park is to be enforced by the users.
- Smoking inside any of the Council buildings or facilities located on White Park is prohibited under the Smoke Free Environment Act 2000.
- The sale, presence and consumption of alcohol is prohibited in the reserve or White Park without the appropriate licensing.
- The intentional release of gas filled balloons is prohibited on Council property and is to be enforced by the user group.

## Canteen Usage

- Hirer's may have use of the canteen facilities as part of the common areas of the reserve or White Park during the hire period and during such other times as may be approved by Council subject to such reasonable terms and conditions as imposed by Council from time to time including but not limited to:
  - The hirer being responsible for the maintenance and cleaning of the canteen
  - Canteen staff must be certified and follow appropriate food handling guidelines in alignment with current food safety laws in NSW
  - Any additional equipment bought into the canteen for use must meet Australian Standards and be tagged and tested
  - The hirer must ensure that the facility is appropriately equipped for correct use of any additional equipment bought in and is used in alignment with Australian Building Standards, i.e. deep fryers may only be used where the exhaust fan has been fitted
  - The hirer notify Council their intent to use canteen

## Electrical Equipment

- The installation of any electrical equipment is not permitted unless prior written approval is proved by Council.

## Hours of Use

- The hire may only use White Park during the allocated hours of use.
- No activity is to commence prior to 6.00am on any day.
- No competitive sport is to commence prior to 8.00am on any day.
- No field activity is to occur after 10.00pm on any day.
- Field lights are to be turned off by 10.00pm.

## Security

- Council is responsible for the overall security of all Council facilities. However, when using White Park the hirer is required to ensure that:
  - Buildings are secured when not being used
  - When a key is issued to the hirer, it is not be copied for any reason and must be returned to Council at the end of the hire period or the term or as agreed
  - Gates and doors are to be locked when facilities located on White Park are not in use
  - The hirer must notify Council of the hirers authorised representative who is to be responsible for locking gates and must provide Council with a contact number in case of emergencies
  - The hirer must advise Council immediately if there is any breach of security
  - The hirer acknowledges that security cameras are present in the facility and that footage obtained from these may be used for the purposes of monitoring appropriate use and behaviour

## Directions

- Council may issue directions to the hirer concerning the use of White Park. The hirer must immediately comply with all such reasonable directions.

## Observance of Laws

- The hirer must strictly observe all laws, rules, regulations and ordinances. It is the hirer's responsibility to ascertain which laws, rules, regulations or ordinances may be applicable to the permitted use.

## Use for Sale of Goods or Advertising

- The hirer acknowledges that White Park may not be used for the sale of products for profit or for advertising purposes, unless prior written approval has been obtained other than the sale of canteen food and drinks.

## Disputes

- Notwithstanding any other provision of the hire agreement, the hirer acknowledges that any disputes arising between the hirer and any employee, agent or contractor of Council shall be referred to Council's Manager of Works Delivery, whose decision on the dispute shall be final and binding on the parties.

## Reporting

- Should there be an accident or injury arising through the hirer's use, the hirer must inform Council within seven (7) days of the incident.
- The hirer must notify Council in writing immediately upon becoming aware of any broken facilities or dangerous conditions of White Park.



## Child Protection

- The hirer acknowledges and warrants that where the permitted use of White Park involves children under 18 years that it has and will at all times comply with the requirements of the Child Protection (Prohibited Employment) Act 1998 and the Commission for Children and Young People Act 1998.
- The hirer must comply with the mandatory guidelines available from the Commission for Children and Young People and which are also available on their website, [www.kids.nsw.gov.au](http://www.kids.nsw.gov.au). These guidelines contain forms including declarations and consents which must be made by prospective employees.

Does your club or organisation have a Code of Conduct for volunteers and coaches? YES / NO

Does your club have Child Safe Practices Policies, e.g. safe drop off and pick up policy? YES / NO

If you answer no to one or both of these questions, resources and policy templates are available at [www.playbytherules.net.au](http://www.playbytherules.net.au)

## Agreement

Name:..... Signature.....

Date:.....