

TERMS AND CONDITIONS OF HIRE

- Conditions of Hire and Council staff directions must be adhered to at all times
- If found to be in breach of any of these terms, Council reserves the right to cancel bookings, effective immediately.
- Booking approvals must be presented to Council Staff if requested.
- The hirer is responsible for ensuring their activity operates within the booked time only.
- Hirers must respect other users by ensuring the field is vacated on time.
- Council is to be provided with a current copy of public liability insurance to a minimum amount of \$20million.
- Floodlights are to be used in accordance with approved hours of hire.
- Cleaning - The hirer is responsible for ensuring the facility is left in a clean state, free from food scraps, papers, bottles, tins and the like.

PROHIBITED ITEMS

The following items are prohibited on the synthetic fields:

- Possession and consumption of alcohol
- Smoking
- Food, including chewing gum
- Drinks, other than water
- Glass or sharp objects
- BBQ's/fires
- Animals/pets
- Heavy items, including exercise equipment such as dumbbells and kettle bells
- Pegs and stakes
- Tables and chairs
- Vehicles, including cars, scooters, skateboards and bikes
- Spitting
- Littering
- Unauthorised commercial services
- No spikes or sharp objects to be pushed into the surface at any time (including corner posts, goal nets, or training aids)

FOOTWEAR

- **Recommended:** Molded studs or dimpled astro turf trainers
- **Not recommended:** Flat soled trainers, they flatten the synthetic grass, causing long-term damage
- **Prohibited – metal studs**

All footwear must be clean before entering the synthetic fields.

GENERAL CONDITIONS

1. All bookings must be made on the required Hire Agreement form.
2. The Hirer agrees to pay to the Council the fees and charges for the use of the Showground facilities as determined by the Council from time to time and agrees the Council may alter such fees and charges at any time.
3. All fees & charges for hire must be paid UP FRONT for casual hire and within two weeks of notice for regular hirers.
4. The Hirer agrees to use only that part of the facility for which a fee has been paid. Where the facility is made available for one activity, no other activity shall be substituted without the consent of Council.
5. If the applicant wishes to charge an entry fee, details of that charge must first be submitted to Council or its approval.
6. All keys are required to be returned at the completion of the Hirer's allocated period and under no circumstances are copies to be made. If keys are lost the Hirer must pay for the lost key **and** for a replacement key.
7. The Hirer must obtain Council's approval for the erection of any signs within or outside the facility including advertising.
8. The Bond paid may be forfeited if the Hire Agreement is breached. The onus is on the Hirer to ensure volunteer workers, subcontractors and employees observe the Hire Agreement.
9. Any loss or damage suffered by the Council will be deducted from the bond. If this is insufficient to cover the cost of any loss or damage, the difference will be payable by the Hirer upon demand by the Council.
10. If the Showground facilities are intended to be used by an unincorporated Club or Association, the Hirer shall pay and be personally liable to pay to the Council the full amount of Council's fees and charges for the booking of such facility. Unless the Hirer obtains the consent in writing from Council, the Hirer remains liable for the full amount due notwithstanding that the Hirer ceases to have any membership of or connection with such unincorporated Club or Association.
11. Compliance with the provisions of the Local Government Act shall be deemed to be incorporated in and form part of the Conditions of Hire.
12. The standard operating hours for fields are 9.00am to 9.30pm, however opening times may be negotiated, depending on the nature of the hire.

PUBLIC LIABILITY INSURANCE

13. Hirers for the use of Council grounds or areas must have a current Public Liability insurance Policy of not less than \$20,000,000. Fairfield City Council must be named as an interested party on that policy for the duration of the hire period. Evidence of that cover must be produced upon request by Council.

CANCELLATION

14. If it is decided by the Hirer to cancel a booking, due to sudden or unforeseen circumstances, 48 hours' notice before the proposed date shall be given to the Council. Council may in its sole discretion refund the fee paid less the any amount to cover any expense incurred by Council. No refund of any fees will be made in any other situation.

RESPONSIBILITY

15. The Hirer will be a responsible person or organisation and will be liable to Council for the cost of repair of any damage to any part of the ground or area, including shrubs, trees, flowers, turf, pipes and fittings, equipment, seats, playground equipment, buildings, sheds, facilities and all contents, furniture and fittings.
16. The Hirer shall be held responsible for the satisfactory conduct of all persons using the Showground site and for the safe custody and proper use of the improvements, furniture, fittings and appliances. The Hirer shall report any breakages or problems to the Council as soon as possible.

SUBLETTING

17. The Hirer shall not assign or sublet or grant any licences in respect to the grounds or area without the consent in writing of the Council.

EXITS

18. All exits must be maintained clear and useable without hindrance.

CLEANING

19. The grounds or area must be left in a clean state, and all refuse, decorations and debris must be removed after use. If not, Council will carry out such cleaning at the cost of the Hirer. Please note that the grounds or area includes improvements erected thereon and any car parking areas, toilets, lawns and the open area of both grandstands.

COMPLIANCE

20. The Hirer must comply with any direction given by the Council or its authorised officer or any Police Officer in the course of his or her duty.
21. The Hirer shall inspect the subject ground/area hired on each day prior to the commencement of their use and shall not, without the consent in writing of the Council, permit the use there of if any hazardous or dangerous condition is found to exist at such ground/area hired or it is in any other way unfit for use.
22. The Hirer indemnifies the Council its officers, servants and agents from and against all damage, costs, charges, expenses, actions, claims and demands which may be sustained, suffered, recovered or made by any person for any injury such person may sustain when using or entering or near any portion of the

subject facility, where such injury arises or has arisen as a result of the negligence or wilful act of or as a result of the creation of some dangerous thing or state of affairs by the Hirer or by any member agent or employee of any unincorporated Club or Association named in this Agreement or by the Hirer's failure to observe the Hirer's obligations under the Hire Agreement.

- 23. The Hirer shall, as soon as practicable, inform the Council in writing of the occurrence of an event that may give rise to a claim under a policy of insurance and shall ensure that the Council is kept fully informed of subsequent action and developments concerning the claim.
- 24. If the Hirer fails to observe and ensure the observance of any of these conditions or fails to remove any person who has committed any breach of these conditions from the ground/area hired, this agreement may be terminated forthwith by the Council without any liability being incurred by Council and any monies held by the Council shall be forfeited to it.

EXTRA CONDITIONS

Each Hirer expressly acknowledges and agrees that despite his/her licence to hire, he/she is nonetheless subject to and must fully comply with the Terms and Conditions of Entry to the Fairfield Showground, in force from time to time.

A copy of the Terms & Conditions of Entry to Fairfield Showground currently in force is attached to and forms part of this Hire Agreement.

In the event of an inconsistency between the Hire Agreement and the Terms & Conditions of Entry to Fairfield Showground, the Terms & Conditions of Entry to the Fairfield Showground will prevail over the Hire Agreement, which will then be deemed to have been amended accordingly, to allow for any such inconsistency.

The Hirer has read the Conditions of Hire attached hereto and agrees to be bound by those Conditions.

**UNLESS OTHERWISE STATED HEREIN THE HIRER'S CONTACT AT COUNCIL IS
SHOWGROUND MANAGEMENT – TELEPHONE 9725 0334**

Dated

Signature of Hirer

Council is not bound by this hire agreement and the booking has not been confirmed unless and until it is signed below and a copy provided to the Hirer.

Accepted by/for and on behalf of the Council
(Authorised Delegate of the Council)

Date: _____

AFTER HOURS CONTACT NUMBERS

In the case of an emergency or any problems, please ring the following number to contact
Council's after hour's staff.

9725 0222

FAIRFIELD SHOWGROUND

TERMS AND CONDITIONS OF ENTRY (November 2017)

Entry to Fairfield City Showground is conditional on all visitors or other persons complying with these terms and conditions:

1. Council as owner reserves the right to refuse entry to any person at any time or to remove persons who display disruptive or disorderly conduct.
2. For safety and security reasons, all persons must obey all signs around the Showground and all reasonable requests by staff.
3. Council is not responsible for loss or theft of or damage to personal property.
4. All children under the age of five (5) years entering the site must be accompanied and supervised by a person over the age of sixteen (16) at all times.
5. No person is permitted to smoke in the areas within the Showground Complex, identified as, "Smoke Free Zones".
6. No person entering the Fairfield Showground shall carry out any form of commercial and/or business activity and/or enterprise within the Showground Complex unless consent for this has first been obtained in writing from Council. If Council provides its consent to any form of commercial and/or business activity or enterprise, the person carrying out or responsible for the commercial and/or business activity or enterprise shall ensure that he complies with the terms of the consent issued by Council.
7. No person is permitted to sell alcohol unless supplied by the holder of a licence from Liquor & Gaming NSW authorising it to supply alcohol within the Showground Complex.
8. No person is permitted to use or sell illegal drugs within the Showground Complex.
9. No person is permitted to hand out flyers/leaflets or surveys within the Showground Complex or to approach any stall holder to attend other markets or events.
10. Bags and any other items used to carry objects may be searched upon entry or at any time within the Showground Complex.
11. All persons consent to being filmed and recorded by surveillance cameras at all times and their images being used for the enforcement of any law.
12. In consideration of being granted entry to the Showground each such person expressly acknowledges and agrees that (subject only to gross negligence on the part of Showground staff or management being the direct cause of any loss, damage or injury to occur), each person will enter upon the Showground premises and surrounds and/or will participate in the programs, utilise the equipment and/or take advantage of the services offered therein, absolutely at his or her own risk, such that each person RELEASES AND DISCHARGES Council, its management, staff and contractors from all liability for loss, damage or injury which may be sustained by each such person in such manner or under such circumstances.

Section 660 of the Local Government Act 1993 provides that (among other things) it is an offence for any person to wilfully obstruct, by way of example, an employee of a council in the exercise of that person's functions under the Local Government Act.

Section 670 provides that any person that fails to comply with the terms of a notice or sign will be guilty of an offence as long as the sign is clearly legible and is exhibited at every entrance to the land or in a conspicuous place or if the land contains buildings as exhibited either inside or at or near the entrance to the building.

Council reserves the right to alter these terms and conditions at any time.

Council reserves the right to take action