

SPORTING FACILITY

TERMS AND CONDITIONS OF USE

Failure to comply with these conditions could result in the withdrawal of future approvals, the recovery of costs and/or the institution of legal action.

General Conditions – By signing this application the applicant acknowledges and accepts all terms and conditions

1. This Sporting Facility booking is issued subject to the hirer meeting the conditions of approval and obtaining all necessary approvals of Dubbo Regional Council and any other relevant authority.
2. All bookings must be conducted in accordance with confirmed dates, times and venue, the Conditions of Use for Dubbo Regional Council Parks, Garden and Reserves and comply with COVID-19 NSW and Federal current advice / regulations. Public Health Orders must be adhered to at all times.
3. Hirers must ensure that Dubbo Regional Council is notified in writing of any changes/cancellations to the application.
4. Dubbo Regional Council's Public Liability Insurance Policy covers the respective rights and liabilities of the Dubbo Regional Council and its agents but does not cover any negligence attributable to the hirer or person acting on the hirers behalf. A copy of the Licensee Public Liability Insurance Policy is to be submitted to Dubbo Regional Council prior to the event /activity with the Application Form.
5. Hirers have a duty of care to ensure that possible risks are identified and put in place actions to mitigate risk to persons and/or property. Hirers are responsible for conducting their own risk assessment of Council's Parks, Garden and Reserves prior to an event and provide a Risk Management Plan to Council at least 6 weeks prior to the event.
6. Any assistance required to be undertaken by the Recreation and Open Space Team for this event / activity outside normal working hours of Monday to Friday 9:00am to 5:00pm, will be charged to the hirer at the applicable Dubbo Regional Council rates as set out in the Dubbo Regional Council Fees and Charges.
7. A sportsground inspection including playing surface and all structures such as goal posts, in ground sprinklers etc is to be carried out by the hirer prior to the commencement of the activity/event to ensure the safety of the grounds prior to use. Any problems should be fixed immediately if possible or referred to Council as soon as practical. The activity/event should not commence until any problems are rectified.
8. Keys are to be collected from Council's Administration Building one day prior to the event and returned one day post event/activity. Hirers will be charged to replace any damaged or lost keys as set out in the Dubbo Regional Council Fees and Charges.
9. Hirers must remove all equipment (either privately owned or hired from a third party,) temporary structures, signage and waste from the sportsground at the conclusion of the event/ activity.
10. Dubbo Regional Council does not take responsibility for any loss or damage to the hirer's infrastructure and equipment associated with their event / activity installed in the sportsground. All infrastructure and equipment that is on site is at the hirers own risk.
11. The hirer agrees to adhere to all reasonable directions or requests given by any authorised officer of Dubbo Regional Council or members of the NSW Police Service. Failure to do so will result in the termination of the booking
12. Strictly, no vehicles are to be driven on any sports ground or non-defined vehicle areas without written approval from Council.
13. No parking of vehicles is permitted on any grass area without written council approval.
14. Hirers are responsible for ensuring that suitable arrangements are made for access by emergency vehicles (e.g. Police, Fire Brigade and Ambulance).
15. All marquees, jumping castles and signage erected should be secured by sand or water weights. Adherence to Council's Peg Policy for Sporting Grounds, Parks and Gardens including no permitted use of star pickets or pegs bigger then 5mm wide and 200mm long. Written approval from Council is required for use of pegs outside this policy as the marking of underground services will be required and incurs additional charges.
16. Hirers with planned jumping castle or inflatable equipment activities must ensure they have a copy of the owner's public liability insurance and risk management plan which includes actions to mitigate against risk associated with wind events.
17. Approval for amusement devices and animal shows/pony rides must be made through Dubbo Regional Council. Small amusement devices do not need approval from Council but must be registered with Safeworks NSW and have a minimum \$10m insurance coverage. For events that require amusement device approval, hirers will be required to complete the 'Approval to Install or Operate Amusement Device Form'. Refer to Council's online Event Organisers Toolbox for more information.
18. Signage for temporary events must comply with the relevant legislations. Hirers must not erect, display, affix or exhibit any sign, advertisement, name, notice or hoarding on a sports ground without the prior approval in writing to Dubbo Regional Council.
19. No smoking is permitted within sporting facilities including grandstands and the perimeter fence. It is the responsibility of the hirer to ensure that all spectators attending abide by this regulation.
20. Hirers are to ensure sporting facilities are locked including amenities, canteens, canteen roller doors, gates etc after each activity/ event and that all equipment including microphones, scoreboard controls etc are placed in the appropriate position.

ensure the security system is turned on and off correctly. Failure to do so requires a security call out to check out the alarm fault. The hirer will be invoiced \$100 per call out.

22. Wi-Fi is only to be used for the activity/ event purposes with a password provided upon request. Monitoring of the use will take place and if it is found to be not used correctly then Wi-Fi will no longer be made available to hirers.

BARDEN PARK CENTRE OF EXCELLENCE FOR ATHLETICS:

1. The lift at Barden Park is only to be used for disabled access. The lift is activated by a standard National Disabled Left key. The lift is not to be used as a freight lift.
2. All sprint and hurdle training and competition warm ups is to take place on the back straight of the synthetic surface.
3. All other running training and warm ups is to take place on the outer lanes of the synthetic surface (not lanes 1 & 2).
4. All long jump training is to be carried out at the pole vault long jump pits or the south east corner long jump area.
5. All discus and shot put training and warm ups is to be carried out on the eastern side areas.
6. No grass spike athletic shoes are to be used on all synthetic areas. Failure to comply will result in the user group being invoiced for 'actual costs' to repair the track.
7. Maximum allowable spike length on the track
8. Track events 7mm (Conical or Christmas tree style)
9. Field events 9mm (Conical or Christmas tree style)
10. Needle and Pin spikes not permitted
11. Starting blocks must have 12mm spikes and can be used for all sprints up to and including 400m and 4 x 100m relay.
12. Care should be taken moving, setting and packing up equipment
13. No chairs or tables are permitted on the track surface
14. No food or beverage, other than water, is permitted on the athletics field
15. No riding of push bikes, skateboards, roller blades or the likes is permitted on the track
16. No ball games are to take place on the athletics field.
17. Sand is to be swept or blown back into the long jump pits in front of the grand stand after every event.
18. Animals are not permitted in the Athletics Centre

SPORTSGROUND CLOSURE CONDITIONS:

1. Dubbo Regional Council reserves the right to prohibit the use of any Sportsground in the event of heavy rain, in times of drought, or where damage is likely to be caused. The Dubbo Regional Council – Management Policy – Wet Weather Cancellations outlines the procedure for wet weather inspections, decision making process for cancellations and communication channels.
2. Wet weather refers to a rainfall event which may affect the characteristics of a Sportsground and subsequent use of the sportsground is likely to cause damage to the playing surface and/or player injury.
3. Any excessive damage caused to the sportsground from inappropriate use is the responsibility of the hirer. Dubbo Regional Council will invoice the hirer for all damage caused to the sportsground where such damage is considered to be excessive and greater than would be expected from normal wear and tear.

SALES AND CONSUMPTION OF ALCOHOL

1. Council, parks, gardens and reserves are alcohol free zones between 9pm and 9am daily, responsible consumption is required outside such hours.
2. For the sale of liquor at the event / activity at a sports ground, the hirer must apply to the Department of Gaming and Racing for a temporary or permanent function licence. A temporary function licence can be granted for up to three functions per year.

ELECTRICAL CONDITIONS:

1. The hirer is

required to pay the cost of any 'call out' necessary to reinstate power at the venue due to a power overload. At no time shall any power outlets or electrical switchboards be changed, upgraded or modified in any way.

2. It is the responsibility of hirers to have all appliances and electrical cords used on Council Sporting Facilities tested and tagged in accordance with current Australian standards and regulatory requirements.

AMPLIFIED SOUND CONDITIONS:

1. Sound amplification equipment used must be installed and maintained to minimise the noise impact on residential premises.
2. All amplified sound including test and sound checks must be restricted to between 7am and 10pm Monday to Friday and 8am to 10pm Saturday and Sunday.
3. At Apex Oval, Victoria Park and Barden Park the PA system is set up for hirers. Hirers are not to go into the main cupboard of the PA system but rather access the system via the announcer's boxes.
4. If a hirer requires the cordless microphone they must book this in with the Recreation Coordinator before their event. Damage or loss of the portable microphone will see the hirer invoiced \$900.
5. Hirers are required to turn off the PA system at the end of their event.

SUPPLY OF FOOD:

1. The hirer is responsible for ensuring food vendors are preparing and serving food in accordance with NSW Food Authority Guidelines for temporary events and be registered with Dubbo Regional Council or their home Council. Council will require notification of each food vendor and the relevant Council at least 2 weeks prior to the event via completion of a Food Vendor Notification Form. Events may be subject to inspections by Council's Environmental and Health Officers.
2. If hirers wish to engage external vendors/services such as food vans it is the responsibility of the hirer to ensure the vendor has the appropriate insurances, risk management plans, food handling qualifications and adheres to the terms and conditions of use for sports grounds.
3. Upon use of a sporting facility canteen the hirer must leave the canteen clean and tidy to Council standards post event. The cleaning includes all rubbish and supplies removed, deep fryers oil removed and discarded appropriately (not in Council bins or sewer), water drained from bay-maires, benches wiped down, splash backs wiped over, fridges wiped out, the floors swept and mopped etc. Please note Council does not provide cleaning products or equipment so this must be brought in by the hirer. In the case where the canteen needs to be cleaned by Council's contract cleaner the hirer will be invoiced 'actual costs' per clean required.
4. Hirers agree that all barbeques are to be cooked in designated areas and not on concrete or asphalt areas without a protective splashback material under the barbeque and against the building. If cleaning of such surfaces is required then 'actual costs' will be invoiced to the hirer as per the Dubbo regional Council Fees and Charges.
5. The hirer must ensure all waste generated is appropriately contained and disposed of via an approved waste contractor or to sewer.
6. The use of glass bottles at all sporting facilities is prohibited. It is the responsibility of hirers to ensure this regulation is enforced.

AMENITIES/CHANGE ROOMS/FUNCTION ROOMS:

1. Council ensures the toilets are clean and toilet paper replenished during scheduled cleans. It is the responsibility of hirers to pre-arrange with Council additional cleans (actual cost invoiced to hirer) or provide their own additional toilet paper if required, as well as hand wash and paper towel, should they wish to do so.
2. Amenities blocks are to be left in a clean and tidy condition. All taps should be turned off, lights turned off and doors locked.
3. All change rooms are to be left neat and tidy with no ice bags, strapping tapes or rubbish left on the floor.
4. Function rooms must be left clean and tidy with any rubbish removed.

WASTE MANAGEMENT CONDITIONS:

1. The hirer shall use the waste bins provided at each sporting facility. If additional waste bins are required the hirer must arrange through Council (fees and charges apply).
2. All sporting facilities are to be left in a clean, tidy and litter-free condition at the completion of the event / activity

cleaning or waste removal that is required to be undertaken by Dubbo Regional Council will be charged to the hirer at the applicable 'actual cost' as applicable in the Dubbo Regional Council Fees and Charges.

4. Hirers are to remove all excess rubbish and place all bins in the car park or on the roadside for collection post event/activity.

SPORTSLIGHTS AND REPAIRS:

1. A charge will be applied for the use of the sports lights according to the Dubbo Regional Council Fees and Charges.
2. Should sports lights globes or fixtures on sportsgrounds fail to work, hirers are to report to Council to discuss the procedures and responsibilities for repairs. For reasons of efficiency and economy Dubbo Regional Council will carry out replacements of blown light bulbs or damaged light fittings only when a number of repairs are required.

TRAFFIC MANAGEMENT

1. Event that require the use or closure of a public road or potentially has an effect on local roads will be required to complete a Dubbo Regional Council Event Application Form and provide a Traffic Management Plan. Applications are assessed by the Dubbo Regional Local Traffic Committee which meet monthly.

FAULTS, DAMAGES AND REPORTING:

2. Any unsafe sports grounds should not be used and reported to Council immediately via the Council after hour's service on 6801 4000. Calls are logged using this service, and allocated to staff so appropriate inspections and work can be carried out to ensure faults are fixed.
3. If a hirer reports a fault during their event and it turns out to be caused by the hirer negligence or misuse, then the hirer will be invoiced for the 'actual costs' for fixing the fault. For example a typical problem is the overloading of circuits which requires an electrical contractor call out.
4. Hirers using a sports ground are responsible for all damage caused during their event/activity and will be invoiced the 'actual costs' for any repairs required.

FEES AND CHARGES:

1. Hirers must pay any hire fees and any other reasonable costs incurred, in accordance with the Dubbo Regional Council Fees and Charges.

AMENDMENT / TERMINATION OF AGREEMENT:

This Agreement is valid for sporting facilities for the area, purpose, day and time specified and the booking and may only be amended or supplemented in writing and signed by the Dubbo Regional Council. Council reserves the right to withdraw this booking for any date(s) on giving one month's notice of its intention to do so.