



# General Conditions

## Park Hire

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### General Conditions of Park Hire apply to the following forms:

- Amusements Devices
- Corporate Park Hire
- Public Event
- Social Park Hire
- Sports
- Sports Seasonal
- Temporary Structures
- Wedding Park Hire

### Fees:

- Council requires that casual hirers pay the applicable fees, in full, prior to the date of the event. The booking will not be confirmed until payment is made.
- A bond (refundable deposit) may be required to cover activities. Should the location not be in an acceptable condition at the completion of the hire period, Council will deduct the necessary amount from the bond for the cost of making good any damage to Council property. Where no bond is taken or damage is greater than the bond, the applicant shall reimburse Council for the additional cost of repair of any damage caused to public property during, or as a result of, activities.

### General Conditions of Hire:

- You must abide by any direction given by a Council Officer.
- The driving and parking of any vehicle in parks / reserves is prohibited unless approved by Council. Any unauthorised vehicle access will be subject to a large fine.
- Council does not provide access to power without approval.
- Minimal amplification, such as a small PA system, is permitted for announcements only, and must be at a volume that does not cause disturbance to local residents.
- A PA System is not to be used for amplification of music or other continuous sound.
- Any generator and/or other equipment that is to be used must conform to the Department of Environment and Conservation Guidelines and not create a nuisance to the amenity of the neighbours.
- All rubbish must be removed and the area left in a clean and tidy condition.
- The applicant will be charged for any extra cleaning or maintenance, which arises as a result of your booking.
- Council will not be held responsible for any articles left on the grounds or in buildings.
- Sub-letting of fields/parks is not permitted.
- No trees, shrubs or other vegetation must be removed, lopped or damaged.
- No advertising signage can be hung between park trees or from park furniture including light poles.
- No existing park signage is to be obstructed or interfered with in the conduct of the event.
- No tables or chairs (unless person is disabled, elderly or less mobile) are permitted in the park / reserve without the written consent of Council. Any chairs to be used must have feet designed to minimise damage to the grassed surface e.g. triangle shaped feet.
- Decorations are NOT permitted to be attached to any tree, vegetation, or council infrastructure.
- No marquees or structures are permitted unless approved by Council.
- No marquee or structure is permitted at McKell Park or Blackburn Gardens.
- There is a maximum number of 120 guests permitted at the following parks:
  - Blackburn Gardens, Double Bay
  - Chiswick Gardens, Woollahra
  - Duff Reserve, Point Piper

- There is a maximum number of 100 guests permitted at McKell Park, Darling Point.
- No marketing, sales or promotions of any kind to be undertaken within the Park during the period of use.
- No consuming alcoholic beverages in designated alcohol-free parks/reserves. i.e. Steyne Park and Guilfoyle Park.
- No amusement device or temporary structure is to be erected, without prior Council approval.
- Council may impose other conditions not listed in this document which are site specific or event specific.

#### **Cancellation/Wet Weather:**

If, sadly, you are unable to use the park as a result of rain or inclement weather, we offer a partial refund. We withhold a cancellation fee from the park hire fee and refund the balance (refer to the application form for the cancellation fee). A request for a refund must be made in writing and forwarded to Council within 10 days of the event. Please note that no refund will be granted if more than 10 working days have lapsed since the date of the event.

## **Sports Fields**

#### **Fees – Seasonal Hire:**

Schools within the Woollahra Municipality are not charged for use of grounds during school hours (i.e. 8.30am to 3.30pm) except at Andrew Petrie Oval (Woollahra Synthetic), where hire fees are applicable at all times.

Limited availability exists for Andrew Petrie Oval (Woollahra Synthetic) during winter season due to existing lease agreement.

Council requests payment of the hiring fee within 30 days of the date of attached invoice. Failure to pay within 90 days of this invoice may result in further bookings being cancelled.

Council defines the Winter season as April – September inclusive, and the Summer season as October - March, inclusive.

A seasonal booking at Trumper Oval is for Sydney Grade competition matches, only. Trumper Oval seasonal bookings are entitled to the discount seasonal rate for Sydney Grade matches only. Inter-club or promotional matches are not entitled to this discount, the casual hire fee applies.

#### **Fees – Casual Hire:**

Casual hirers must pay the fees, in full, prior to the date of the event. The booking will not be confirmed until payment is made.

#### **Permissible Times:**

No sporting activity on sports fields will be permitted before 7.00am and after 9.30pm.

#### **Cricket Nets:**

Hiring of a cricket oval with cricket nets located adjacent to that ground, guarantees the hirer exclusive use of the nets for the duration of their park hire booking.

These locations include Woollahra Oval 2/3, Trumper Oval and Lower Cooper Park.

#### **Floodlighting:**

Lights are available on some grounds and may be requested for your training. A separate fee for lights will apply.

Flood lighting available at: Christison Park 1 (Soccer field), Andrew Petrie Oval (Woollahra Synthetic), Woollahra Oval 2/3, Trumper Oval and Lyne Park.

#### **Line Marking:**

Line marking out of season is subject to approval e.g. rugby training/competition in summer. An additional fee applies.

#### **Goal Posts:**

Goal posts installation out of season is subject to approval i.e. rugby and soccer goal posts required for competition/training in summer. An additional fee applies.

### **Andrew Petrie Oval (Woollahra Synthetic) – site specific Conditions of Hire:**

Andrew Petrie Oval meets the playing requirements of World Rugby and FIFA

Please respect the following rules to ensure the quality of the facility for all users:

- Council reserves the right to book the field. Bookings take precedence at all times.
- Members of the public must vacate the field during booked activities.
- Groups and those conducting organised activities are required to book the field.
- All damage must be reported to Woollahra Municipal Council ph. (02) 9391 7000.
- The oval must not be used when signposted CLOSED for maintenance and cleaning.
- Moulded studs or blades are permitted.
- Do not wear flat soled trainers or sports trainers i.e. sandals if possible.
- Strictly no piercing the field for corner posts, goal nets or other training aids.
- No smoking or naked flames permitted on or near the field.
- No chewing gum allowed on the field.
- No animals are permitted on the synthetic field.

Penalties apply – Section 632 Local Government Act.

### **Athletic Carnivals: (Trumper Park)**

Council provides standard athletics line-marking, which includes 8 lanes, and 100m, 200m and 400m markings.

Council will provide access to public toilets and power / electricity.

Schools are required to bring their own equipment, such as tables, chairs, PA systems, extension cords etc.

### **Wet Weather:**

Woollahra Council has a recorded message advertising whether grounds are open or closed. In the event of wet weather, user groups should call the Woollahra Council Wet Weather Line – **(02) 9391 7916**.

Failure to comply with Council's Wet Weather Procedure will result in the applicant being banned from using the field for the remainder of the season.

### **Canteen Hire:**

Trumper Oval and Casual hirers only. Facilities include hot and cold water, fridge and access to power outlets. Specific needs (e.g. BBQ) and stock must be supplied by the hirer.

Keys may be picked up from reception at **Woollahra Council Chambers, 536 New South Head Road, Double Bay, the working day before hire**. You can arrange this when you make your booking. Keys must be returned as arranged.

### **Rubbish:**

Sports Clubs and Schools are responsible for removing all rubbish, including strapping tape and other waste from the field, change rooms and canteen at the conclusion of their sporting matches and training.

### **Conditions of Hire of Council's Buildings:**

If you hire Council's change rooms or use any building owned or managed by Woollahra Council you are required to abide by the "*Conditions of Hire of Council's Buildings*". These conditions are available upon request from Council's Recreational Bookings Coordinator.

Grounds with change rooms available for hire: Christison Park, Woollahra Oval 2/3, Trumper Oval and Lyne Park.

### Weddings and Bridal Photography:

- The booking time must include set up, ceremony, photography, and pack down.
- Any booking over two hours is by negotiation only and shall not exceed 3 hours.
- No red/white carpet or any type of ground covering (including rugs), confetti, rice or rose petals/flowers/leaves are allowed.
- No reception or function is permitted in the park / reserve.
- A small portable table and two chairs may be used for signing the registry.
- Chairs are permitted for disabled, elderly, or less-mobile guests. Maximum 20 chairs are permitted.
- No marquee or structure is to be erected, including wedding arches, pergolas, canopies and arbours without prior Council approval. Approval of any structure is at Council discretion.
- No amplified sound or music, however the use of a small battery-operated microphone for the purposes of conducting the ceremony is permitted. You may have acoustic or string instruments or ONE small portable CD player/Bluetooth speaker may also be used for the bridal entrance.
- The hire of Blackburn Gardens includes access to or use of the gardens and terrace surrounding the Council Chambers building (highest level) on weekends only. Wedding ceremonies are not permitted in this area Monday to Friday, however, are permitted in the garden which surrounds the sundial.

### Canonbury Cottage:

- Maximum capacity 30 people.
- Available for hire: Sunrise to Sunset.
- All tables and chairs must be stacked neatly against the wall in the downstairs room after use.
- All functions are to cease and all people must have vacated the premises by sunset as main gates will be locked and there will be no access to McKell Park.
- Opening of McKell Park gates in Daylight Saving times are 7am to 8pm.
- Opening of McKell Park gates outside Daylight Saving times are 7am to 7pm.
- Closing of McKell Park gates is by Challenger Security 0418 222 382.
- The Cottage may be hired in conjunction with the Park for weddings and social gatherings. It may not be hired at times when the Park is already booked for Wedding Parties, as parking restrictions prohibit simultaneous events.
- Music and noise are to be restricted to a reasonable level. All music and noise must cease by sunset or the key deposit will be forfeited. Failure to comply will compromise the refund of the key deposit.
- Please review the full conditions for Venue Hire outlined in the document *“Woollahra Council Venues – Conditions of Hire & Declaration”* available on Councils’ website.

### Sit Down Function:

Sit Down functions include any event with tables and seating. Such events may be permitted for up to maximum 50 guests.

Sit Down functions are not permitted at McKell Park.

### Marquee:

- Must not be used for the storage or handling of inflammable materials.
- Must not include a structure erected by way of alteration, addition, or extension to an existing building.
- Must be setback a minimum of 1.5 metres from all boundaries.
- Must not involve the installation of sanitary services within the structure.
- Must be removed within 24 hours following end of event/use.
- Council's adopted fee for temporary structures must be paid in accordance with Council's Fee Schedule for Parks and Reserves.
- There must be no demolition of existing structures or damage to gardens.
- Erection of temporary structures must not interfere with the existing underground irrigation system or quality of the playing field turf surfaces.

For large community events that have been approved under the State Environmental Planning Policy (SEPP), please review *2.120 Development standards - Subdivision 7 Tents, marquees or booths for community events*.

### **Amusement Devices:**

- Council will limit the number of amusement devices for any event to two to reduce the impact on the surrounding amenity.
- The device must be registered under the Occupational Health and Safety Regulation 2001.
- The device must be erected in accordance with all conditions relating to its erection set out in the current certificate of registration issued for the device under the Occupational Health and Safety Regulation 2001.

Some amusement devices have specific conditions, as outlined below:

### **Inflatable Devices:**

- Inflatable devices shall be designed and constructed in accordance with Australian Standard AS 3533,1 –1997
- Each inflatable device, while operating, shall be under the supervision of a person at least 18 years of age, who is fully trained in all aspects of safe operation.
- The owner of each inflatable device shall ensure that at all times that the device is in operation it is covered by a public risk insurance policy. The policy value of 20 million dollars required for other amusement devices would also be appropriate for inflatable devices.
- The device shall not be operated in wind velocities exceeding 45km/hr. If the wind velocity approaches this figure, the device must be cleared and deflated immediately.
- Each device shall be held down in accordance with the manufacture's recommendations.
- The device is registered under the Occupational Health and Safety Regulation 2001.
- The device is to be or has been erected in accordance with all conditions (if any) relating to its erection set out in the current certificate of registration issued for the device under the Occupational Health and Safety Regulation 2001.
- Inflatable devices must have a minimum setback of 10 metres from all playgrounds, children's play equipment and buildings.

### **Pony Rides and Petting Zoo:**

- A responsible adult is to be present and supervise the event at all times.
- Pony rides may be set-up in a council approved designated area.
- The ponies are to be under effective control at all times.
- No rider is to be left unattended on a pony i.e. the Pony Handler must lead the pony at all times whilst rider is astride pony.
- All waste and manure are to be removed by the applicant on the day of the event.
- Petting zoo enclosures and pony rides must be conducted with a minimum setback of 10 metres from all playgrounds, children's play equipment and buildings.
- Ensure all activities are undertaken in accordance with relevant health and safety guidelines, refer to NSW Health Fact sheet "*Petting Zoos and Personal Hygiene*".

### **Fire Engine:**

- Council notes a fire engine may be present at the event for the purpose of entertaining children.
- If no suitable space is available outside the boundaries of the Park, the Fire Engine may be parked within the area designed on the map for such activity.
- A responsible adult must be present and supervise the event at all times.
- A responsible adult must be present at all times the Fire Engine is either standing or parked within the park.

### **Face Painting:**

All face painters must maintain and follow strict hygiene procedures by carrying out the following steps to minimise the risk of cross-over contamination between any persons.

- The face painting area will be wiped clean with an antibacterial wipe prior to any paintwork being carried out on the face of the child or person.
- Clean sponges and brushes are always used for each child or person. Used brushes are washed in an antibacterial solution before re-using.
- Disposable gloves are used to maintain and minimise the risk of cross-over contamination between any children or person being face-painted.
- Water jars are to be changed regularly or after each child.
- To minimise cross-over contamination you will not face paint any child or person suffering from a cold, flu, signs of conjunctivitis or any child or person who have any type of open cuts, skin wounds or are suffering from the effects of sunburn to the face area.

### **Swimming and Water Activities:**

If a group hires or uses the facility for any recreational activity e.g. schools, sporting groups, it is recommended that the council, as a condition of hire, requires that a person supervising holds the following qualifications:

- a) RLSSA Bronze Medallion award, or the equivalent industry qualifications from a registered training organisation, updated annually.
- b) NSW Workcover Authority approved Senior First Aid, or the equivalent in competencies, updated every three years.

### **Stage:**

- Any stage or structure erected for or during the event must be erected by qualified staff in accordance with any manufacturers' instruction and any relevant Australia Code or Standard.
- Public access to the stage and any equipment must be restricted to people authorised by the event organisers.
- Woollahra Municipal Council accepts no responsibility for any improper use or access to equipment or like, used in the conduct of this event.
- All cables, wires etc. are to be properly installed and protected to ensure no risk to authorised users or the public.

### **Making Good Damage of Park and Infrastructure:**

The applicant must repair or meet the cost of making good any damage to the park and Council's infrastructure, as a consequence of the activities associated with this Activity Approval.

The Park will be inspected at the completion of the event to assess any damage caused, such as damage to trees, the turf surface, amenities block and presence of litter. Any damage must be restored to the satisfaction of Council's Manager Open Space and Trees at the cost to the applicant and within a timeframe as agreed between the applicant and Manager Open Space & Trees. In assessing any damage consideration will be given to normal wear and tear as a consequence of the event. Payment of cost for damage repairs undertaken by Council must be paid within 30 days from issue of Council's invoice.

### **Waste Services and Cleaning:**

Where recycling and general rubbish bins are provided, you shall ensure that all waste is disposed of in an appropriate manner.

In regard to rubbish generated at the event, if there are more than 50 people attending, it is the responsibility of the event organiser to arrange private contractors to remove rubbish from the site. Rubbish is not permitted to be placed in Council park bins.

The event organisers must leave the park and surrounds with the same level of cleanliness as at the start of the event. Any cleaning costs incurred by the Council's Parks Department for cleaning of the park (including the removal of litter, and the removal of any grease stains from roads, footpaths and paving) after the event will be deducted from the bond.

### **BBQ and Preparing Food:**

Turf protection such as mats or similar measures must be used when using a BBQ.

The applicant must ensure that all food handling and food preparation is in accordance with the *'Food Standards Code and Guidelines for Food Businesses at Temporary Events'* by the NSW Food Authority.

Refer to [www.foodauthority.nsw.gov.au](http://www.foodauthority.nsw.gov.au) for more information.

### **Alcohol:**

No alcohol should be sold within the park other than that authorised by an appropriate License (e.g. Function, Catering or Special Event License) as approved under the Liquor Act 2008, unless prohibited by park signage. Licenses can be obtained from Liquor and Gaming NSW.

It is prohibited to consume alcoholic beverages in designated alcohol-free parks/reserves.

### **Noise and Public Amenity:**

Noise generated as a result of the event is to be kept to a minimum and not exceed Environmental Protection Authority (EPA) recommended guidelines for residential areas.

Any generator or other equipment that is to be used must conform to EPA Guidelines and not create a nuisance to the amenity of the neighbours.

The applicant does not have exclusive use of the Park during the event. No resident or visitor to the Park is to be prevented from reasonable access to all the usual facilities of the Park during the conduct of the event.

### **Security:**

Security and First Aid for the event is the responsibility of the event organisers.

**Generators and Cabling:**

The applicant is responsible for ensuring that power cables do not affect pedestrian movement or present risks to the safety of pedestrians.

**Vehicle Access and Traffic Management:**

Vehicle access may be approved with the following conditions:

- Vehicle access is permitted from 7.00am – 5.00pm Monday to Friday and from 7.00am – 1.00pm Saturday's. No access is permitted on Sunday's.
- A minimum of 1.8m clear width on the footpath must be available for pedestrians.
- No obstruction can be placed on footpaths less than 1.8m wide.
- Do not block private or public driveways.
- When driving within the boundaries of the Park, no vehicle is to drive across the playing field.
- When driving within the boundaries of the Park vehicles are not to exceed 10km per hour in speed. The Park is a shared space and all care is to be taken when driving within the boundary of the Park.
- Spotters are required when vehicles are reversing within the boundaries of the Park.
- No vehicle is to drive or stand within 2m of any tree trunk, shrub or garden bed.
- No vehicle is to be parked within the boundaries of the Park.
- No vehicle is to be left standing unattended within the boundaries of Park for more than 5 minutes.
- Any and all costs involved in the traffic management of this event will be at the organiser's expense

**Toilets:**

If Council toilet facilities at the event site are insufficient to cope with the number of participants expected over the duration of the event, it is the responsibility of the event organisers to arrange additional portable toilets for the event. In the event of wet weather, port-a-floor must be used in front of the port-a-loos to prevent excessive wear and tear. These facilities are to be located near to the existing toilet facilities and are to be removed at the end of the event.

**Notification to residents:**

For large events, residents and businesses within the immediate vicinity of the event shall be provided with written notice of the intended event at least five (5) working days prior to the date of the event. This notice shall include:

- The name, date and time(s) of the event, including bump-in and bump-out
- The event purpose
- A description of the event including infrastructure/equipment
- Number of participants
- Any disruptions to residents and businesses
- Additional disruptions if applicable e.g. road closures, changes to public transport arrangements

A contact name and number (this must be an event liaison that is contactable on the day of the event)