

**City of Sydney
Perry Park Recreation Centre**

All Enquiries to:
City Greening & Leisure
on 9265 9333 or
GPO Box 1591,
Sydney NSW 2001

Dear Sir/Madam,

Thank you for your booking request. Please check the Booking Confirmation carefully to ensure that the booking details are in accordance with your wishes.

The booking will not be confirmed until receipt of your written acceptance of the attached Conditions of Use, full payment of the Hire Fees, evidence of appropriate insurance, child protection certification, and any other documents as requested by the Centre Manager.

You must read these conditions carefully to ensure you understand your obligations in relation to your booking at Perry Park Recreation Centre, its facilities and equipment.

You must sign page 5 of this document and return a copy of the signed hiring agreement to confirm that you have read and accepted the Conditions of Use.

Please note that failure to comply with the Conditions of Hire will result in immediate termination of your hiring agreement.

Please contact us should you be unsure of any aspect, and thank you again for your booking.

Yours sincerely,

Centre Manager
Perry Park Recreation Centre
Council of the City of Sydney

BOOKING CONFIRMATION

Date of Agreement:	
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DETAILS

CITY	THE COUNCIL OF THE CITY OF SYDNEY ABN 22 636 550 790 ("the City"),	
	Address	456 Kent Street, Sydney NSW 2001
	Contact:	
	Email:	
	Emergency contact	After business hours: (02) 9265 9333
HIRER	ABN ("the Hirer")	
	Address	
	Contact:	
	Email:	
	Event Contact:	
Booking reference		
Centre	Perry Park Recreation Centre located at 1B Maddox Street, Alexandria, New South Wales	
Facilities		
Equipment		
Booking Period		
Permitted Use		
Hire Fee (clause 3): <i>(Subject to review during the Term under clause 3)</i>		
Charges: <i>(Subject to review during the Term under clause 3(a))</i>		
Insurance (clause 5):	\$10,000,000.00	
Special Event Security Deposit: (clause 4(e)):		
Special Conditions:	<input type="checkbox"/> Annexure A – Emergency Evacuation Diagram <input type="checkbox"/> Annexure B – Child Safe Code of Conduct – Facilities and Venues <input type="checkbox"/> Annexure C – Security and Emergency Procedures	

PERRY PARK RECREATION CENTRE HIRING AGREEMENT

BETWEEN: THE COUNCIL OF THE CITY OF SYDNEY ("the **City**")

AND

THE HIRER

AS DEFINED IN THE BOOKING CONFIRMATION

(being "the **Hirer**" stipulated in the Booking Confirmation and includes its agents, employees and contractors).

The City has agreed to hire part of the premises known as **Perry Park Recreation Centre (Centre)**, 1B Maddox Street, Alexandria, New South Wales to the Hirer on a non-exclusive basis and on the terms and conditions attached to this Hire Agreement.

PREMISES – PERRY PARK RECREATION CENTRE

(being the "Centre", "Facilities" and "Equipment" stipulated in the Booking Confirmation).

The City has agreed to hire part of the Premises to the Hirer on a non-exclusive basis and on the terms and conditions to this Hire Agreement which includes the Conditions of Use, Booking Confirmation, and any Special Conditions.

ACCEPTANCE OF THE CONDITIONS OF USE

1. The Hirer warrants that the Premises will be used only for the purpose described above and for no other purpose.
2. The Hirer acknowledges that it will be invoiced for any damage to the Premises, Facilities or Equipment, or any additional cleaning or security costs required following the Booking Period.
3. The Hirer acknowledges that it has been provided with a copy of the Booking Confirmation, Conditions of Use and Special Conditions (attached to and forming part of this Hire Agreement) on which the City agrees to hire the Premises, Facilities and Equipment.
4. The Hirer acknowledges and agrees that it has read and understood the Booking Confirmation, Conditions of Use and Special Conditions and agrees to comply with the Conditions of Use and any Special Conditions specifically relating to the booking.

To confirm receipt and acceptance of the terms and conditions of this Hire Agreement, please sign and date one copy of this Hire Agreement and return it to the Centre Manager.

This Hire Agreement is not effective until this Hire Agreement is signed by the Hirer, and the City has received payment in full of the Hire Fees, Charges and copies of the appropriate qualifications, certifications and accreditations required.

Any applicable Special Event Security Bonds will be released back to the Hirer within 28 days after the scheduled date of the gathering/activity subject to the Premises being returned back to its original condition.

If you have any questions or would like to discuss anything further about the Conditions of Use, please contact the Centre Manager on 9265 9333.

Yours sincerely,

Centre Manager
Perry Park Recreation Centre
City of Sydney

EXECUTION

I, _____ have agreed to the terms of this Hire Agreement as outlined in the Booking Confirmation, Conditions of Use and Special Conditions. I am authorised to sign this agreement on behalf of the organisation named below.

Signed for and behalf of

Name of organisation/ABN:

Signature
Electronic Signature of

Signature of Witness
Electronic Signature of

Name of authorised
signatory

Name of Witness

Position of Authorised
Signatory

Affixed by me on (Date)

*Witnessed in accordance with section 14G
of the Electronic Transactions Act 2000
(NSW)*

Affixed by me on (Date)

CONDITIONS OF USE

This agreement describes the terms and conditions under which you will use the Centre, Facilities and Equipment ("Premises"). Upon payment of the Hire Fee, the Hirer agrees to all of the terms and conditions set out in this agreement ("Hire Agreement"). If you do not agree with any of the terms and conditions set out in this Hire Agreement, please do not use the Premises. If you have any questions, please email pprcadmin@cityofsydney.nsw.gov.au.

Except as otherwise provided herein, this Hire Agreement applies to all bookings at the Perry Park Recreation Centre, its facilities and equipment.

1. Terms and Conditions

The Hirer acknowledges that the City may vary the Conditions of Hire and Special Conditions from time to time. In such instances the City will give notice of such changes and will make a copy available on the City's website.

2. Priority of Access

The City of Sydney retains the right to cancel or re-arrange bookings at any time if any part of the Premises is required for the purpose of the City of Sydney.

In the event of cancellation or rearrangement of bookings, City staff will endeavour to provide affected parties with due notice and offer alternative arrangements where possible. In the event that the City is unable to offer a suitable alternative, all monies paid in respect of a cancelled booking will be returned to the Hirer. The City is not liable to the Hirer for any loss or damage suffered by the Hirer as a result of such cancellation.

3. Fees and Charges

- a. The Hirer will pay all hire fees and charges in accordance with the City's Schedule of Fees and Charges:
 - Casual hire – 100% of Hire Fee due at the time of booking
 - Regular hire – 100% of Hire Fee due 7 days in advance prior to next recurring booking
 - Event and Special Event (including school holiday bookings):
 - i. More than 6 weeks – 50% of Hire Fee due
 - ii. At 6 weeks – 100% of Hire Fee due
- b. The City reviews all fees and charges at the beginning of each financial year. If such review occurs during the term of this Hire Agreement, the City may increase the fees and charges payable by the Hirer to reflect the rate applicable at the time of the booking.
- c. If the City incurs any expenses as a result of the Hirer's use of the Premises/Facilities/Equipment for example, if the Premises/Facilities/Equipment are damaged as a result of the Hirer's use, the Hirer must promptly reimburse the City for such expenses upon receipt of an invoice from the City for the amount.

- d. Penalties – The Hirer may be charged extra time in the following instances:
- the Hirer is late in vacating the Premises
 - the Premises is accessed outside of the Booking Period
 - unauthorised use of additional spaces within the Premises
- e. Changes to Requirements - Any changes to a booking made by the Hirer within 7 days of the booking may incur an additional fee, where the quantity of time or facilities increase from the original booking.
- f. Taxes & duties – The Hirer must pay all taxes, duties and government charges imposed or levied in connection with this Hire Agreement.
- g. GST is included in the hourly rates and is to be paid by the Hirer. Costs plus GST will be taken into account in calculating any refund due to the Hirer.
- h. Interest – The City reserves the right to charge interest, at a rate of 10% per annum, on all moneys outstanding to the City for any period in excess of thirty (30) days of the payment due date.
- i. The City reserves the right to exclude the Hirer from the Premises if moneys are outstanding for any period. Outstanding Fees and Charges must be paid in full at least one (1) week prior to commencement of the Booking Period.

4. Changes and Cancellations

- a. The Hirer must complete a new Hire Agreement for use of the Premises/Facilities/Equipment beyond the agreed Booking Period. Such requests must be made at least seven (7) days prior to the booking. Additional hire fees may apply in accordance with the City's Schedule of Fees and Charges.
- b. The Booking Period cannot be reduced once booked. Any change in the booking other than in accordance with clause 4(a) constitutes a cancellation.
- c. In the event of a cancellation by the Hirer, a cancellation fee may be charged to the Hirer as follows:

Notice of cancellation	Cancellation Fee
More than 1 week prior to booking	0% of Hire Fee – All fees paid by Hirer fully refunded
Less than 1 week prior to booking	100% of Hire Fee - Hirer is liable for full hiring fee

- d. Cancellation of an Event or a Special Event by the Hirer will incur the following cancellation fees:

Notice of cancellation – Events	Cancellation Fee
More than 6 weeks prior to event	10% of Hire Fee
Less than 6 weeks prior to event	50% of Hire Fee
Less than 2 weeks prior to event	75% of Hire Fee
Less than 7 days prior to event	100% of Hire Fee

- e. Cancellation of a Special Event by the Hirer will incur the following additional cancellation fee which will be deducted from the Security Deposit:

Notice of cancellation – Special Events	Cancellation Fee
More than 4 weeks prior to booking	10% of Security Deposit
Less than 4 weeks prior to booking	50% of Security Deposit
Less than 7 days prior to booking	100% of Security Deposit

The Cancellation Fee applied to the Security Deposit is in addition to the Cancellation Fee applied to the Hire Fee.

- f. All cancellations are to be confirmed in writing by the Hirer.
- g. The Hirer must promptly inform the City in writing if they are not attending all or part of the agreed Booking Period.
- h. In the event of a force majeure event including a fire, flood, earthquake, state of emergency, act of God, war, Government regulation, strike, industrial action or epidemic (including but not limited to COVID 19) ("Force Majeure Event") and any other occurrence which is beyond the reasonable control of the City, then the City reserves the right to cancel the booking without prior notice and the obligations of the City pursuant to this Hire Agreement shall be suspended during the period of the Force Majeure Event. The City will notify the Hirer of the cancellation and use best endeavours to reach agreement with the Hirer on rescheduling or rebooking the Booking Period. If the hire cannot be rebooked then the City shall retain 50% of the Hire Fee. The balance shall then be refunded to the Hirer.

5. Insurance

- a. Public Liability Insurance (PLI) – The Hirer will indemnify the City against any claims for injury to persons or damage to property arising out of this Hire Agreement. Such indemnity will be expressed in the form of a public liability insurance policy in the minimum amount of \$10,000,000 for any individual claim which may be made and be issued by an insurer licensed by the Australian Prudential Regulatory Authority to carry on insurance in Australia or with an investment grade rating from an industry recognized rating agency such as Moodies, Standard & Poors or Bests.

- b. A Certificate of Currency must be submitted to the City at the time the booking is made. The City reserves the right to cancel a booking if the Hirer fails to comply with subclause "a" above.
- c. Individuals and small community groups unable to secure their own public liability insurance may apply to the City for cover via the City's Hirer's Liability Insurance facility. A fee for this insurance cover will apply if the application is accepted and the Hirer will be responsible for the \$500 policy excess payable in the event of a claim. * The insurance facility available is always subject to the insurer's Terms and Conditions.
- d. Where the Permitted Use is not for a structured or facilitated program or activity, the Hirer is exempted from the requirement to hold a public liability insurance.

6. Indemnity

- a. The Hirer will indemnify and keep the City indemnified for and against all damages, action, suits, claims, costs and demands, which may be made or recovered against the City by any person whatsoever in respect of any loss, injury (including death) or damage sustained whilst in or upon the City's Premises except to the extent that such loss, injury or damage is caused by the negligence of the City, its servants and agents.
- b. The Hirer releases the City from any loss, expense or claim of any nature, whether to person including a claim by the Hirer or any third party with respect to the use of the Premises.

7. Access to the Centre and Facilities

- a. Access to the Premises is strictly limited to the booked hours. Access outside of the booked hours may incur additional charges in accordance with the City's Schedule of Fees and Charges.
- b. The City reserves the right to control the Premises including all means of ingress and egress, and admission of the public (including the right to refuse admission to any person or persons).

8. Use of the Centre, Facilities and Equipment

- a. The Centre and the Facilities are only available to hire for activities that have a direct sporting/recreation focus, including sports programs/activities and competitions, school program use, other programs including learn to play and holiday camps, and professional development and coaching.

- b. The Hirer must only use the Centre/Facilities/Equipment for the purposes stated by the Hirer in the Hire Agreement and described in the Booking Confirmation issued by the City.
- c. The Hirer must complete an induction prior to use of the Centre/Facilities/Equipment.
- d. The Centre/Facilities/Equipment are only available from the commencement time stated on the Hire Agreement. Hirers must allow for set-up, pack up and cleaning in the Period of Hire stated in the Agreement. Use beyond the agreed Period of Hire will be charged in line with the City of Sydney Schedule of Fees & Charges.
- e. The Hirer must complete a new Hire Agreement for use beyond the agreed Booking Period. The City cannot warrant the availability of the Centre/Facilities/Equipment beyond the agreed Booking Period.
- f. The Hirer is responsible for undertaking a risk assessment of the Centre/Facilities/Equipment prior to use and to determine if it is safe and suitable for the Permitted Use. In the event it is deemed as not safe and/or suitable, the Hirer must notify the City.
- g. The Hirer will not place any signs or other structures, or make any addition or alterations to the Centre/Facilities/Equipment, without the prior written consent of the Centre Manager.
- h. The Hirer must not drive in or attach in any way nails, screws, tape or any fastenings to any trees or walls, floors, furniture or fittings of the Premises.
- i. The Hirer must not bring electrical appliances, such as generators and music amplifiers, and amusement, such as jumping castles, to the Premises without the prior written consent of the Centre Manager.
- j. The Hirer will not be permitted to store any equipment on the Premises without the prior written consent of the Centre Manager.
- k. The Hirer is responsible for the whole area as booked and specified on the Hire Agreement. The Hirer is liable for any damage to the Centre, the Facilities and any Equipment (including furniture and fittings) used during booked hours.
- l. If the Hirer moves any equipment in the Premises the Hirer must return the equipment to their original storage place, in accordance with instructions from the Centre Manager or City staff.
- m. The Hirer is responsible for the behaviour of all guests using the Centre/Facilities/Equipment during the Period of Hire. Children must be supervised at all times.
- n. No animals, with the exception of assistance animals (as defined under the *Companion Animals Act 1998*), are permitted on the Premises.

- o. The Hirer must not interfere with the use, enjoyment or occupation of the Premises of any other authorised occupants or users of the Premises.
- p. The Hirer must not use the Premises in an immoral or offensive manner or permit anything on the Premises which in the opinion of the Centre Manager constitutes a nuisance, disturbance or may cause damage to the Premises or cause nuisance or disturbance to any other users or neighbours of the Premises.
- q. The Hirer must ensure that noise, music and sound levels do not cause annoyance, nuisance or disturbance to other users of the Premises and residential neighbours. No public address (PA) system or electronically operated sound equipment shall be used unless approved by the City. Noise from any amplified music or notification system used at the event must not exceed LAeq 15 minute ≤ 65 dB(A) when measured [at the nearest affected receiver]. Any request to the Hirer from the Centre Manager or City staff to reduce sound levels must be complied with immediately. If, during the Period of Hire, substantiated complaints or breaches of noise conditions occur, the Hirer must immediately reduce the noise to ensure the event complies with the noise levels specified in the noise conditions above. Any breach of noise regulations may result in the City taking action under the Protection of the Environment Operations Act 1997 (NSW).
- r. The Hirer must not smoke, consume alcohol or take non-prescription drugs or permit others to do so while on the Premises. The Hirer and its employees, agents and guests must not be under the influence of non-prescription drugs or alcohol.
- s. The Hirer must not smoke while on the Centre/Facilities. Smoking is permitted within 4 metres of entrances and exits under the Smoke-free Environment Act 2000 (NSW).
- t. The Hirer must ensure that its employees, agents and guests comply with the terms of this Hire Agreement where applicable including whilst arriving and leaving the Premises.

9. Lost Property

The City is not responsible for any Hirer's lost property.

10. Food, Alcohol and Catering

- a. The Hirer must not use the Premises or any part of it for cooking food, whether for consumption on the Premises or not, without the prior written consent of the Centre Manager.
- b. No gas barbeques shall be allowed within the Premises/Facilities and its adjacent park/open spaces, without the prior written consent of the Centre Manager.

- c. No alcohol is permitted in the Centre/Facilities.
- d. The Hirer must not sell food, drinks or merchandise on the Premises without the prior written consent of the Centre Manager.
- e. The Hirer must not self-cater or hire their own caterers on the Premises without the prior written consent of the Centre Manager.

11. Sustainability

As part of Sustainable Sydney 2030, the City's vision is to reduce carbon emissions, divert waste from landfill and have zero increase in potable water by 2030. Hirers and its employees, agents and guests are encouraged to avoid the use of single-use items.

12. Cleaning and Damage

- a. The Hirer must leave all hired areas in a clean and tidy condition, removing all personal property, and refuse of any kind. The Hirer must dispose of refuse in the waste bins provided. The Hirer will be responsible for, and pay the cost of, any additional cleaning of the hired areas, if the Premises are not left in a neat and tidy condition on departure.
- b. The Hirer must ensure that the Centre/Facilities/Equipment are protected from damage. Any damage to the Centre/Facilities/Equipment will be repaired to the City's satisfaction at the cost of the Hirer.
- c. The Hirer must promptly notify the Centre Manager in writing of any accident or damage that occurs at the Premises and pay to the City the cost of any damage to the Centre/Facilities/Equipment caused by the Hirer, their employees, contractors or guests or any persons under its control.
- d. The Hirer must pay to the City the cost of any Equipment missing as a result of the Hirer's use.

13. Advertising

- a. No advertising of any description or kind will be permitted on any part of the Premises, unless authorised by the Centre Manager.
- b. The Hirer must not paint affix or erect any notices, advertisements, signs or other devices on the interior or exterior of the Premises, without the prior written consent of the Centre Manager. No signs are to be placed on the footway or roadway adjacent to the Centre. This includes the entry pathway from Maddox Street to the Centre.

- c. If a sporting function is advertised, it must be in accordance with the type of function stated on the Hire Agreement.
- d. The City retains the right to request the Hirer to remove any material from the Premises which is considered by the City to be detrimental to the City of Sydney presentation standards.
- e. The Hirer must not use any sign, symbol, mark or badge of the City, including the City's logo, the name or part of the name "The Perry Park Recreation Centre", or its products for the purposes of advertising, marketing or merchandising, except with the prior written consent of the Centre Manager.
- f. The Hirer must not broadcast or publish images of the Premises without the prior written consent of the Centre Manager.

14. Safety

- a. A copy of the Centre emergency evacuation diagram is attached as **Annexure A**.
- b. In the event of a fire or any other emergency the Hirer must follow instructions from City staff and evacuate the Premises in accordance with directions from staff. Hirers should make themselves familiar with the evacuation chart clearly visible on the walls of the Centre.
- c. The Hirer must ensure that all exits remain clear and open for egress or ingress at all times. The Hirer must not block or obstruct any common areas or fire exits.
- d. Use of Dangerous Goods – The Hirer must not bring, or permit any flame, candle, explosive, fuel, ammunition, pyrotechnic, firearm or flammable liquid or substance or any dangerous weapon to be brought into or used in the Premises.
- e. For any emergency the Hirer should notify City immediately, and call 000 for police, fire or ambulance.

15. Security

- a. The City reserves the right to request the Hirer to provide security personnel for the booking. This will be based on a risk assessment carried out by the City. The Hirer will be advised in writing if security is deemed necessary.
- b. The employment of security personnel is the responsibility of the Hirer and is at the Hirer's expense. The Hirer will be required to show evidence that they have hired security personnel before their Booking will be confirmed. In the event that the City is required to request assistance from the City of Sydney Security (due to the Premises being used for dangerous or illegal activities) the City reserves the right to charge a Security Fee.

16. Copyright

- a. The Hirer must observe the provisions of the Copyright Act 1968 (Cth) and will indemnify the City and free it of any obligation or liability in respect of this Act for any act or omission of the Hirer under the Hire Agreement.
- b. The Hirer must obtain its own licence to play music at the Premises during its booking, and provide evidence of this on request by the City, where:
 - i. The Hirer is conducting a dance class or fitness class, or is a performance school conducting a concert or recital;
 - ii. The Hirer charges an entry fee to persons of more than \$40;
 - iii. The Hirer charges an entry fee to persons of \$40 or less and spends more than \$4,000 in fees and expenses on performers participating in the performance of music (including DJs and dancers); or
 - iv. The Hirer spends more than \$50,000 in fees and expenses on performers participating in the performance of music (including DJs and dancers).

17. Electronic and Multi Media

- a. The Hirer must not use film projection equipment to photograph, broadcast, televise or record any activity at the Premises without the prior written consent of the Centre Manager. The Hirer must complete a separate City Location Agreement.
- b. The Hirer must pay all costs resulting from such activities as determined by the Chief Executive Officer, and must include in any television, video, film, broadcast or sound recording such material and information as may be required by the Chief Executive Officer.

18. Regulations and Warranties as to the Permitted Use

- a. The Hirer must be 18 years of age or over.
- b. The Hirer must comply with all applicable legislation relating to the Permitted Use at the Premises, including but not limited to obtaining any checks required under the *Child Protection (Working With Children) Act 2012 (NSW)* and provide to the City a copy of evidence of such compliance.
- c. The Hirer must ensure that it observes and complies with all the City's procedures, rules and regulations in respect of the operation of the Premises, including those displayed on the Premises and published on the City's website www.cityofsydney.nsw.gov.au from time to time.

- d. The Hirer warrants that it holds the appropriate qualifications, certification and accreditation as is legally required to conduct the Permitted Use as described in the Hire Agreement.
- e. The Hirer must comply with all Commonwealth and State legislation and regulations and any notice from any authority with regard to the Hirer's business and the use of the Premises for the Permitted Use.
- f. The Hirer must comply with the Council's Work, Health & Safety policy while on the Premises. A copy of the Work, Health & Safety policy can be obtained from the City's website: www.cityofsydney.nsw.gov.au . A copy can also be provided by the Centre Manager.
- g. The Hirer must comply with all applicable Work, Health and Safety legislation including the Work, Health and Safety Act 2011 (NSW). The Centre Manager may request copies of appropriate work, health and safety information required which must be provided to the City prior to commencement of the booking.
- h. Hirer's Employees and Agents – all persons engaged or employed by the Hirer in connection with the use of the Centre/Facilities/Equipment must comply with these Conditions of Use, and the Hirer agrees to accept responsibility for any failure on the part of his/her agents, employees, contractors, guests and invitees to observe and comply with these conditions.

19. No Assignment

- a. The Hirer will not transfer, assign, or sub-hire his rights under this Hire Agreement. To do so will render the booking cancelled immediately.

20. Dispute

- a. The parties undertake to use all reasonable endeavours to resolve any dispute in relation to this Hire Agreement by discussion between the parties or delegated representatives of both parties.
- b. If the dispute cannot be resolved the parties agree to refer the matter to senior management of their respective parties for their review.
- c. If the dispute cannot be resolved in the manner set out in clause 14b then the parties agree to resolve the dispute by mediation in accordance with the Australian Commercial Disputes Centre (ACDC) mediation guidelines as administered by ACDC.

21. Termination

- a. The City may cancel the hire of the Premises at any time in accordance with clause 2. In such cases the City will endeavour to give seven (7) days written notice to the Hirer (emergencies excepted). If the City cancels this Hire Agreement the City will return to the Hirer any monies paid in respect of a future booking. The City is not liable to the Hirer for any loss or damage suffered by the Hirer as a result of such cancellation.
- b. If the City considers at any time that there has been a material breach of this Hire Agreement by the Hirer, the City may in its absolute discretion, cancel the hire of the Premises by giving written notice of such cancellation to the Hirer. If the hire of the Premises is cancelled due to a breach of the Hire Agreement by the Hirer, the Hirer will be responsible for the full hire fees.
- c. The City reserves the right to cancel the hire of the Premises without prior notice to the Hirer if in its opinion there has been a breach of this Hire Agreement by the Hirer. Upon cancellation the Hirer must leave the Premises immediately, and the City will not be liable to the Hirer for any refund of hire fees or any loss or damage suffered by the Hirer as a result of such termination of the Hire Agreement.

22. Relationship with the City

- a. The Hirer has a non-exclusive right to occupy and use the Premises on the terms and conditions contained in the Hire Agreement.
- b. Nothing in this Hire Agreement will be construed or deemed to constitute a partnership or employer/employee relationship between the Hirer and the City.

23. Privacy

- a. The City will collect personal information from the Hirer strictly in accordance with the City's privacy policy. Further information can be obtained by clicking on this link: <http://www.cityofsydney.nsw.gov.au/about-us/privacy> The intended recipient of this information is the Council of the City of Sydney. Whilst the supply of this information is voluntary, the personal information the Hirer provides will enable the City to enter into this Hire Agreement. The Hirer's personal information may be assessed by the Hirer and the City. A request to access, update or correct any information should be directed to the Centre Manager.
- b. The personal information collected will be stored by the City of Sydney and may be used for demographic and statistical analysis, future promotional marketing and publicity purposes and the Hirer consents to such use. The Hirer acknowledges that details of the Hire Agreement may be required under the Government Information (Public Access) Act 2009 (NSW). The Hirer agrees to provide any necessary information and acknowledges that the City will disclose any personal information provided to it as required by law.

24. Child Protection Obligations

- a. The Hirer warrants that at the time of signing this agreement and as required under the Child Protection (Working With Children) Act 2012, during the term of this agreement, that the Hirer including its employees, agents and invitees have complied with all its obligations under the Act. The Hirer must also ensure that any contractors also comply with this clause. The Centre Manager may request evidence of compliance which must be provided to the City prior to commencement of the booking.
- b. The Hirer is responsible for determining its obligations under the Act and must:
 - i. contact NSW Police on '000' if a child is in immediate danger of abuse or harm as described in the Act;
 - ii. contact the NSW Child Protection Helpline on '132 111' to report a child at risk of significant harm, where required under the Act; and
 - iii. notify the City of any child safety incident occurring at the Centre/Facility and cooperate with the City for any complaints and investigations relating to such incident.
- c. The Hirer agrees to provide the City with evidence that any of the checks required under the Act have been undertaken prior to commencement of the booking and within 24 hours of a request by the Centre Manager.
- d. The Hirer agrees to advise the City if any circumstances change which might prevent or limit the Hirer or its employees, agents and contractors from undertaking child related employment.

25. Extreme weather policy

- a. In recognition of the risks associated with extreme weather, the Hirer agrees to at all times to place the health, safety and welfare of participants, guests and invitees as well as their agents, employees, contractors ahead of other considerations, irrespective of the inconvenience and cost.
- b. It is recommended that Hirers develop, maintain, and enforce an extreme weather plan covering adverse and extreme weather conditions such as:
 - i. Extreme Heat; and
 - ii. Limited Air Quality/Pollution.
- c. The extreme weather plan should ensure that all participants (including players, officials, umpires, coaches, parents, volunteers, staff, and spectators) play in the safest environment possible and with minimal risk of harm.

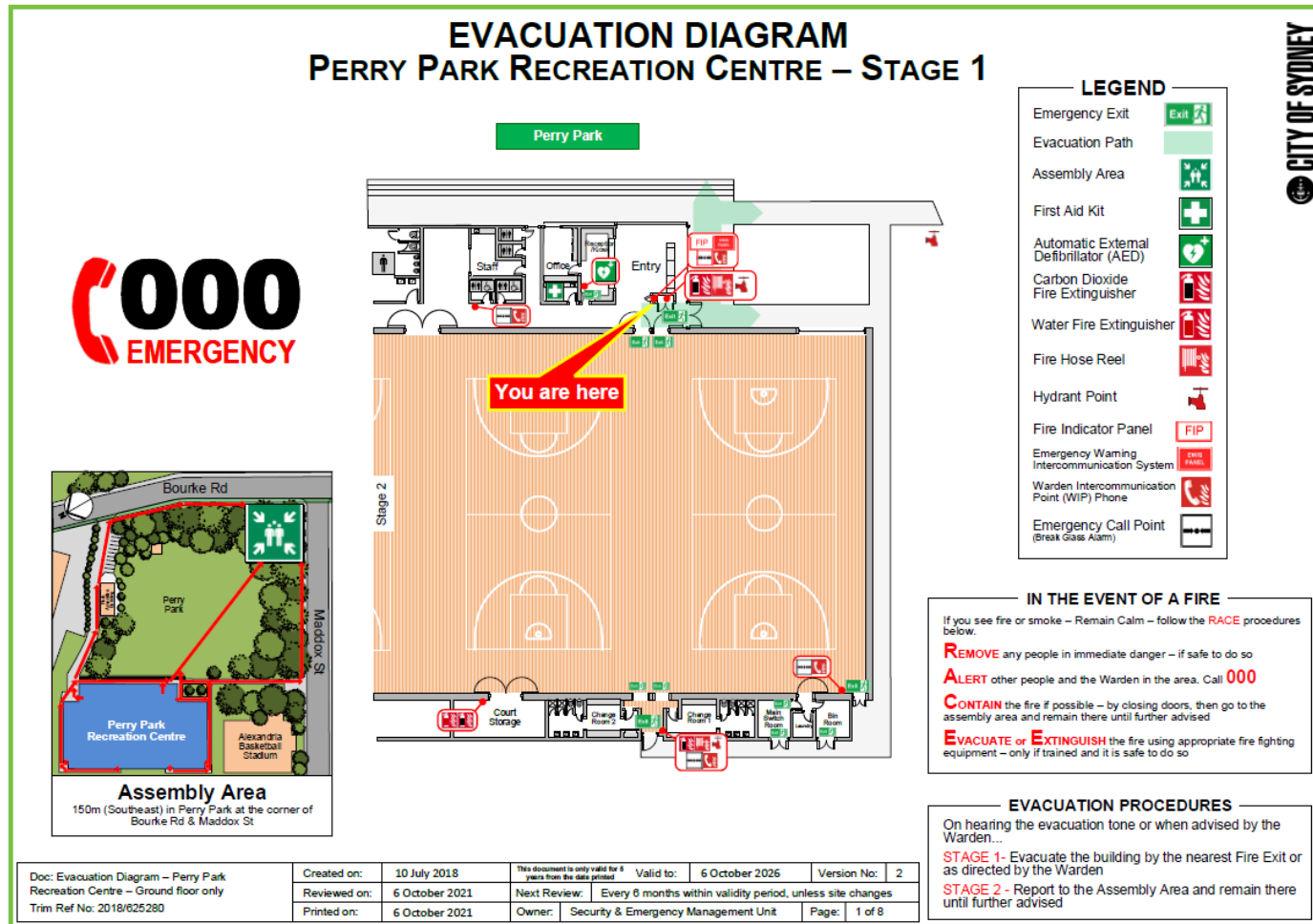
26. Centre Closures

- a. The City retains the right to close the Premises due to extreme weather conditions without notice.
- b. Should the Premises be closed by the City due to extreme weather conditions, a refund or credit will be issued for Bookings affected by City's extreme weather closures.

27. Electronic Execution

The parties acknowledge and agree to this hire agreement being signed electronically and in counterparts in accordance with the *Electronic Transactions Act 2000* (NSW).

ANNEXURE A – EMERGENCY EVACUATION DIAGRAM



CITY OF SYDNEY

TRIM 2023/090113

Doc No. GSS.001

Owner – Operations Coordinator - PPRC

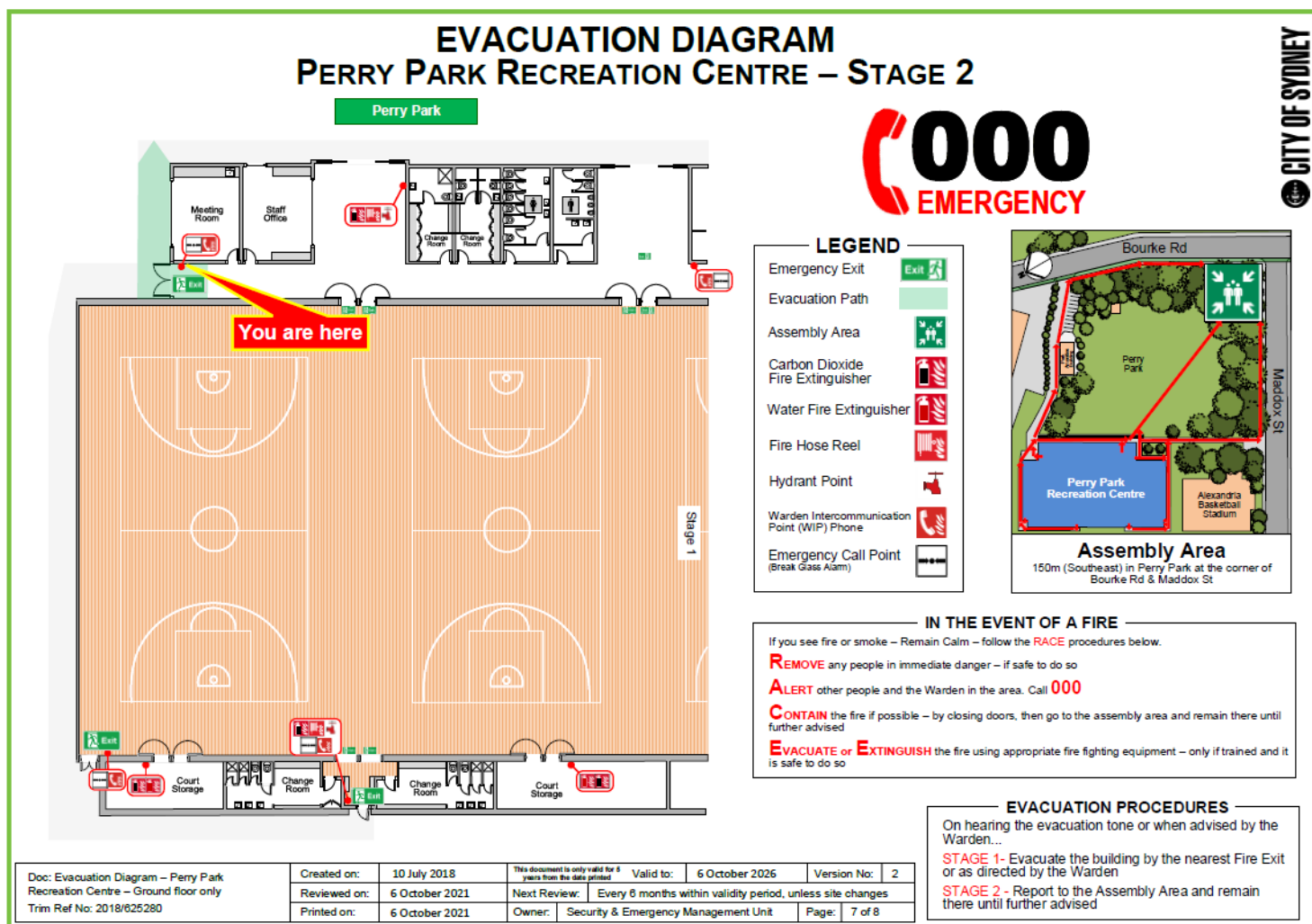
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Page 18 of 22



Child Safe Code of Conduct

City of Sydney early childhood education and care services, libraries, community centres, recreation centres and venues for hire.

Anyone using this facility **must**:

- ✓ Treat children and young people with respect and value their ideas and opinions
- ✓ Act as positive role models in their conduct with children and young people
- ✓ Avoid any unnecessary physical contact with a child or young person
- ✓ Report any misconduct or inappropriate behaviour by other City employees to their supervisor
- ✓ Contact the police if a child is at immediate risk of abuse – phone 000.
- ✓ Report any suspicions based on reasonable grounds that a child or young person is at risk of significant harm to their supervisor or the Child Protection Helpline on 132 111

Anyone using this facility **must not**:

- ✗ Shame, humiliate, oppress, belittle or degrade children or young people
- ✗ Unlawfully discriminate against any child
- ✗ Engage in any activity with a child or young person that is likely to physically or emotionally harm them
- ✗ Initiate unnecessary physical contact with a child or young person, or do things of a personal nature for them that they can do for themselves
- ✗ Be alone with a child or young person unnecessarily and for more than a very short time
- ✗ Develop a 'special' relationship with a specific child or young person for their own needs
- ✗ Show favouritism through the provision of gifts or inappropriate attention
- ✗ Arrange contact, including online contact, with children or young people outside of the City of Sydney's services, programs and activities.
- ✗ Photograph or video a child or young person without the consent of the child and their parent/s or guardian/s
- ✗ Work with children or young people while under the influence of alcohol or illegal drugs
- ✗ Engage in open discussions of a mature or adult nature in the presence of children
- ✗ Use inappropriate language in the presence of children

ANNEXURE C – SECURITY AND EMERGENCY PROCEDURES

1. A reference to a clause in these Special Conditions is a clause in the Conditions of Use.
2. For the purposes of clause 18(f) (Regulations and Warranties as to the Permitted Use):
 - a. if requested by the City, the Hirer must provide the City with details of its risk management plan, incorporating arrangements for access control, security, deliveries to the Premises and general management of work health and safety matters (where the Hirer is a volunteer or a volunteer association and may not have duties under work health and safety law, when using the Premises for the Booking Period the Hirer must take reasonable care to protect the health and safety of the Hirer and the Hirer's employees and ensure that the health and safety of others are not adversely affected).

3. Security and Emergency Procedures

For the purposes of (Clause 14 (Safety):

- a. Upon discovery or notification of any emergency incidents at the Premises, the Hirer **must**;
 - i. Remain calm and move themselves and everyone away from source of immediate danger i.e. evacuate the building, space, room, or block entry into the building for a 'shelter in place'
 - ii. Call Triple Zero '000' and ask for the relevant emergency service; Police, Fire Brigade or Ambulance. Give the operator the Hirer's name, venue's address and nearest cross street; answer their questions clearly and follow their instructions.
 - iii. If evacuation is required, evacuate the attendees to the Premises' nominated assembly area, as displayed on the Premises' Evacuation Diagrams. If 'sheltering in place' due to danger outside, locate to safe area indoors, ideally with doors, curtains and cover, and wait for emergency services.
 - iv. Follow the emergency services' advice regarding actions to take and do not leave the site or assembly area until the emergency situation is handled by emergency services and the 'all clear' is given, or an alternate handover of the site is arranged with the City of Sydney Security team on 02 9265 9178. The Hirer is to contact the City of Sydney Security team prior to leaving the site.
 - v. Call the City of Sydney Security on 9265 9178 and inform them of the situation, and actions taken i.e. that '000' has been called and the site has been evacuated.
 - vi. Once able, the Hirer must ensure that the Centre Manager has been advised of the incident, actions taken and any information relevant to the emergency.
- b. The City maintains Emergency Plans for all its sites. The City will make detailed Emergency Plans available to the Hirer via publication on the City of Sydney website or via email upon request.
- c. The City may provide onsite inductions to the Hirer to prepare them for emergencies at the Premises on request or depending on the nature of hire, event, or availability of staff. The Hirer can request this to be done as part of their booking to ensure they're competent to manage emergencies that may arise. On site inductions will include:
 - i. Fire alarms and tones;
 - ii. Evacuation diagram locations, exit routes and assembly area; and

- iii. Security systems, alarm code entry and securing the site.

TEMPLATE