

**City of Sydney**  
**Getiela Alexandria Park Community School Sportsfield**

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



Dear Sir/Madam,

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

The booking is subject to receipt of your written acceptance of the attached Conditions of Use.

You must read these conditions carefully to ensure you understand your obligations in relation to your booking at Getiela Alexandria Park Community School Sportsfield, its facilities and equipment. You must sign and return a copy of the hiring agreement to confirm that you have read and accepted the Conditions of Use at least 24 hours prior to the date you intend to commence the booking.

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

<b>Date of Agreement:</b>			
<b>DETAILS</b>			
<b>CITY</b>	<b>THE COUNCIL OF THE CITY OF SYDNEY</b> ABN 22 636 550 790 ("the City"),		
	<b>Address</b>	456 Kent Street, Sydney NSW 2001	
	<b>Contact:</b>		
	<b>Email:</b>		
	<b>Emergency contact</b>	After business hours: <b>(02) 9265 9333</b>	
<b>HIRER</b>			
	<b>Address</b>		
	<b>Contact:</b>		
	<b>Email:</b>		
	<b>Event Contact:</b>		
<b>Booking reference</b>			
<b>Field</b>	Getiela Alexandria Park Community School Sportsfield located at 7-10 Park Road, Alexandria, New South Wales		
<b>Facilities</b>			
<b>Equipment</b>			
<b>Booking Period</b>	<b>Booking Period(s)</b>	<b>First Booking Period</b>	<b>Last Booking Period</b>
	<b>Start Time</b> (start of set up time)	<b>Event Period</b> (clauses 6(e), 11(b))	<b>End Time</b> (includes post event pack up and removal)
<b>Permitted Use</b>			
<b>Hire Fee</b> (clause 3): <i>(Subject to review during the Term under clause 3)</i>	<b>Payment Terms:</b> <input type="checkbox"/> In Advance <input type="checkbox"/> Monthly <input type="checkbox"/> School Term		
<b>Charges:</b> <i>(Subject to review during the Term under clause 3(a))</i>	<b>Charge</b>	<b>Amount</b>	
	(a) Damage Fee (clause 3(c))		
	(b) Cleaning Fee (clause 12(a))		
	(c) Security Fee (clause 15(b))		

	(d) Hirer's Liability Insurance	
<b>Permitted Use</b> (clause 7(a)):		
<b>Insurance</b> (clause 5):	\$10,000,000.00	
<b>Special Event Security Deposit:</b> (clause 3(d)):	<input type="checkbox"/> Yes / No <input type="checkbox"/> \$X <input type="checkbox"/> Other amount	
<b>Special Conditions</b> (clause 24):	<input type="checkbox"/> Not applicable <input type="checkbox"/> Annexure A – COVID-19 and Security and Emergency Procedures <input type="checkbox"/> Annexure B – Storage room Conditions of Use <input type="checkbox"/> Other:	

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**GETIELA ALEXANDRIA PARK COMMUNITY SCHOOL SPORTSFIELD 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 **Getiela Alexandria Park Community School Sportsfield (Field)**, 7-10 Park Road, Alexandria, New South Wales to the Hirer on a non-exclusive basis and on the terms and conditions attached to this Hiring Agreement.

**PREMISES – GETIELA ALEXANDRIA PARK COMMUNITY SCHOOL SPORTSFIELD**

(being the "Field", "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 Hiring Agreement which includes the Conditions of Use, Booking Confirmation, and any Special Conditions.

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**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 Hiring 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 Hiring Agreement, please sign and date one copy of this Hiring Agreement and return it to the Centre Manager.

This Hiring Agreement is not effective until this Hiring 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 9288 5651.

Yours sincerely,

Centre Manager  
Perry Park Recreation Centre  
City of Sydney

I, [insert name] have agree to the terms of this Hiring Agreement as outlined in the Booking Confirmation (booking reference [insert]), Conditions of Use and Special Conditions.

Signed for and behalf of

\_\_\_\_\_  
Name of organisation:

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Date:

## CONDITIONS OF USE

### 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.
- b. The City reviews all fees and charges at the beginning of each financial year. If such review occurs during the term of this 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 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 in excess of thirty (30) days of payment due date.

**4. Changes and Cancellations**

- a. The Hirer may request changes within seven (7) days of the booking. Additional hire fees may apply in accordance with the City’s Schedule of Fees and Charges.
- b. In the event of a cancellation by the Hirer, a cancellation fee may be charged to the Hirer as follows:

<b>Notice of cancellation</b>	<b>Cancellation Fee</b>
More than 1 week prior to booking	All fees paid by Hirer fully refunded
Less than 1 week prior to booking	Hirer is liable for full hiring fee

- c. Cancellation of a Special Event by the Hirer will incur the following cancellation fees which will be deducted from the Security deposit paid:

<b>Notice of cancellation – Special Events</b>	<b>Cancellation Fee</b>
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

- d. All cancellations are to be confirmed in writing by 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 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 Field 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 Field, Facilities and Equipment**



- a. The Field 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 Field/Facilities/Equipment for the purposes stated by the Hirer in the Hiring Agreement and described in the Booking Confirmation issued by the City.
- c. The Hirer must complete an induction prior to use of the Premises/Facilities/Equipment.
- d. The Field/Facilities/Equipment are only available from the commencement time stated on the Hiring 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 Hiring Agreement for use beyond the agreed Booking Period. The City cannot warrant the availability of the Premises/Facilities/Equipment beyond the agreed Booking Period.
- f. The Hirer will not place any signs or other structures, or make any addition or alterations to the trees, structure, facilities, goods, equipment or decoration of the Premises, without the prior written consent of the Centre Manager.
- g. 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 Facilities.
- h. 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.
- i. The Hirer is responsible for the whole area as booked and specified on the Hiring Agreement. The Hirer is liable for any damage to the Premises, the Facilities and any Equipment used during booked hours.
- j. The Hirer is responsible for the behaviour of all guests using the Premises/Facilities/Equipment during the Period of Hire. Children must be supervised at all times.
- k. The Hirer must not interfere with the use, enjoyment or occupation of the Premises of any other authorised occupants or users of the Premises.
- l. 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.

- m. The Hirer must ensure that music and sound levels do not cause annoyance 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  $\leq 65$  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).
- n. The Hirer must not 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.
- o. The Hirer must not smoke while on the Field/Facilities. Smoking is permitted within 4 metres of entrances and exits under the Smoke-free Environment Act 2000 (NSW).
- p. The Hirer will not be permitted to store any equipment on the Premises without the prior written consent of the Centre Manager.
- q. The Hire must ensure that its employees, agents and guests comply with the terms of this Hiring Agreement where applicable.

## **9. Lost Property**

- a. 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 Field/Facilities and the park/open spaces, without the prior written consent of the Centre Manager..
- c. No open flames shall be permitted within the Field/Facilities and any other area of the park.
- d. No alcohol is permitted in the Field/Facilities and any other area of the park.

- e. The Hirer must not sell food, drinks or merchandises on the Premises without the prior written consent of the Centre Manager.
- f. 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**

- a. 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 Field/Facilities/Equipment are protected from damage. Any damage to the Field/Facilities/Equipment including but not limited to grass, trees, garden beds, plantings, pavers will be repaired to the City's satisfaction at the cost of the Hirer.
- c. The Hirer must promptly notify the Centre Manager of any accident or damage that occurs at the Premises and pay to the City the cost of any damage to the Premises/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 or within 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 Premises.
- c. If a sporting function is advertised, it must be in accordance with the type of function stated on the Hiring 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 Getiela Alexandria Park Community School Sportsfield", 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. 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.
- b. 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 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.
- 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 Hiring 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](http://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 within 10 business days of such request.
- h. Hirer's Employees and Agents – all persons engaged or employed by the Hirer in connection with the use of the Premises/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 Hiring 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 Hiring 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 does not guarantee availability of the booking. 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 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 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 immediately if in its opinion there has been a breach of this Agreement by the Hirer without prior notice to 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 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 Hiring Agreement.
- b. Nothing in this Hiring Agreement will be construed or deemed to constitute a partnership or employer/employee relationship between the Hirer and the City.

## **23. Privacy**

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.

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 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 within 10 business days of such request.
- 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 Field/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 whenever requested by the Centre Manager within 10 business days.
- 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.

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## **ANNEXURE A – COVID-19 AND SECURITY AND EMERGENCY PROCEDURES**

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1. A reference to a clause in these Special Conditions is a clause in the Conditions of Hire (Annexure A).
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. COVID-19 Health and Safety Measures**

### **4. Security and Emergency Procedures**

For the purposes of (Clause 18 (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 Hire'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.

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## ANNEXURE B – STORAGE ROOM

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Conditions of Use for use of the storage room will include the following:

1. The City may from time to time make available a storage room for the Hirer's use during the Booking Period for the storage of sporting equipment. All equipment stored in the storage room must be approved by the Centre Manager.
2. A Hirer using the storage room must ensure that:
  - a. items stored in the storage room are not hazardous, illegal, flammable or made of waste products;
  - b. no electrical appliances, gas bottles, food products and other items likely to attract vermin are stored in the storage room; and
  - c. the storage of items in the storage room do not violate fire safety regulations.
3. Hirers:
  - a. must comply with the directions of the City in respect of the transportation, storage or removal of items in the storage room;
  - b. must ensure that the transportation, storage or removal of items does not interfere with or damage the Premises or the person or property of any other visitor of the park and if this occurs the Hirer must rectify that interference or damage within a reasonable period of time, at their own cost;
  - c. remain liable for any damage to the park or Premises arising out of the transportation, storage or removal of items in the storage room;
  - d. must at their own cost remove all items stored in the storage room when the Hiring Agreement expires or terminates except with the written approval of the Centre Manager.
  - e. Where items do not belong to the Hirer, or where the owner of the items cannot be ascertained, the City may in its absolute discretion treat the items as abandoned and dispose of any items stored in the storage room provided that it places a written notice of its intention to dispose of the items for a period of not less than 48 hours.
4. All keys or access cards remain the property of the City at all times and must be returned at the end of the Booking Period or within 48 hours of a request from the City.
5. Lost or damaged keys or access cards must be reported to the Centre Manager as soon as possible.
6. Council must be notified within 7 days of an intention to no longer use storage room such that applicants on a waiting list can be offered the position.
7. Applications must only store items in the area allocated to them.
8. Hirers must promptly notify the City of a change of address or contact details. If contact cannot be made with the hirer, the agreement may be terminated.
9. The City reserves the right to terminate the Hire Agreement if any of the relevant conditions are breached or if the hirer misuses the storage room in any way.
10. Any items that are stored in the Field/Facilities and other park areas without City authorisation, will be removed.