

GETI ELA ALEXANDRIA PARK COMMUNITY SCHOOL SPORTSFIELD
HIRE AGREEMENT

BETWEEN THE COUNCIL OF THE CITY OF SYDNEY, ABN 22 636 550 790 (“the City”)

AND [INSERT LEGAL NAME OF THE HIRER], ABN [INSERT ABN] (“the Hirer”)

FOR: BOOKING REFERENCE [INSERT REFERENCE].

The City has agreed to hire part of the Premises, and provide use of the Equipment and Facilities, to the Hirer on a non-exclusive basis and on the terms and conditions of 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 Permitted Use 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, security or other costs in **association with the Hirer’s use of the Premises, Facilities or Equipment** 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 (which together form 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 Hire Agreement and agrees to comply with the terms and conditions of the Hire Agreement.

Signed for and on behalf of the Hirer
by its duly authorised representative in the
presence of:

Signature of authorised officer
Electronic signature of:

Name of authorised officer
Affixed by me on:

Position of authorised officer
Affixed by me on:

Date signed

Signature of witness
Electronic signature of:

Name of witness
Affixed by me on:

Date signed

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

CONDITIONS OF USE

1. Terms and Conditions
 - a. The Hirer acknowledges that the City may vary the Conditions of Use 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
 - a. The City retains the right to cancel or rearrange bookings at any time if any part of the Premises is required for use by the City.
 - b. In the event of cancellation or rearrangement of bookings, City staff will endeavour to provide the Hirer with due notice and offer alternative arrangements where possible. In the event that the City is unable to offer a suitable alternative, the City will terminate the Hire Agreement and 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 and termination.
3. Fees and Charges
 - a. The Hirer must pay the Hire Fees and Charges to the City in accordance with the Payment Terms set out in the Booking Confirmation.
 - b. The **Hirer acknowledges the Hire Fees and Charges are based on the City's Revenue Policy**, which is subject to review each financial year. If such review occurs during the term of this Hire Agreement, the City may increase the Hire Fees and Charges payable by the Hirer to reflect the Revenue Policy applicable at the time of the Booking Period.
 - c. The Hirer acknowledges the Charges are the upfront fees for additional services that apply to the use of the Premises, Facilities and Equipment and do not include any additional charges that may apply or costs that the City may recover in accordance with this Agreement.
 - d. If the City incurs **any expenses as a result of the Hirer's use of the** Premises, Facilities, or Equipment, including but not limited to cleaning, City Personnel, security, or any damage to the Premises, Facilities, or Equipment in connection with 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.
 - e. The Hirer may be charged additional fees and charges in instances where the Hirer:
 - i. is late in vacating the Premises;
 - ii. accesses the Premises outside of the Booking Period; and/or
 - iii. uses additional spaces, facilities or equipment within the Premises.
 - f. 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. 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.
- j. **In addition to the City’s rights under clause 3(i)**, the Hirer acknowledges that a failure by the Hirer to pay any outstanding moneys, including Hire Fees and Charges due in accordance with clause 3(a), may result in the City cancelling the booking and terminating the Hire Agreement. In such circumstances, the City will not be liable to the Hirer for any refund of Hire Fees or Charges, or any loss or damage suffered by the Hirer as a result of such termination of the Hire Agreement.
- k. The Hirer must pay the Security Deposit to the City by the Due Date set out in the Booking Confirmation. The Hirer acknowledges that the Security Deposit is a bond to guarantee the costs of any outstanding Fees and Charges, additional fees and charges, expenses incurred by the City, or damage to the Premises, Facilities, or Equipment in connection with the **Hirer’s use** of the Premises, Facilities, or Equipment. The City will deduct any such amounts from the Security Deposit and return the balance of the Security Deposit to the Hirer within one month of the end of the Booking Period.

4. Changes and Cancellations

- a. The Hirer must enter into a new Hire Agreement for use of the Premises, Facilities, or Equipment beyond the Booking Period. Such requests must be made at least seven (7) days prior to the booking, and are subject to availability. Additional hire fees may **apply in accordance with the City’s** Revenue Policy.
- 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 by the Hirer.
- c. In the event of a cancellation by the Hirer, a cancellation fee may be charged to the Hirer as follows:

Casual hire	
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
Seasonal hire	
100% of Hire Fee – Hirer is liable for full hiring fee	
School holiday camp hire	
100% of Hire Fee – Hirer is liable for full hiring fee	

Event hire	
Notice of cancellation	Cancellation Fee
More than 6 weeks prior to booking	10% of Hire Fee
Less than 6 weeks prior to booking	50% of Hire Fee
Less than 2 weeks prior to booking	75% of Hire Fee
Less than 7 days prior to booking	100% of Hire Fee

- d. All cancellations are to be confirmed in writing by the Hirer.
- e. The Hirer must promptly inform the City in writing if they are not attending all or part of the agreed Booking Period.
- f. 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 ("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 the booking. If the hire cannot be rescheduled then the City shall retain that portion of the Hire Fee **necessary to cover the City's costs** incurred up until the time the booking is cancelled, with the balance then refunded to the Hirer.

5. Insurance

- a. The Hirer must hold and maintain a public liability insurance policy in the minimum amount of \$10,000,000 for any individual claim, 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. The Hirer must provide a certificate of currency for the insurance required by clause 5(a) to the City at the time the booking is made.
- c. The City reserves the right to cancel a booking and terminate the Hire Agreement if the Hirer fails to comply with clause 5(a).
- d. 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. Any such insurance cover will be **subject to the insurer's** terms and conditions.

6. Indemnity

- a. The Hirer must 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 Premises or Facilities, or arising from a breach of the Hire Agreement by the Hirer, 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, including a claim by the Hirer or any third party, in connection with the use of the Premises, Facilities or Equipment, or arising from a breach of the Hire Agreement by the Hirer.

7. Access

- a. Access to the Premises, Facilities and Equipment is strictly limited to the Booking Period. Access outside of the Booking Period may incur additional 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

- a. The Premises, Facilities and Equipment 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 Premises, Facilities and Equipment cannot be used for sporting/recreation competitions or events Monday through Friday (inclusive) or public holidays. Sporting/recreation competitions and event are only permitted on weekends (other than public holidays).
- c. The Hirer must only use the Premises, Facilities, and Equipment for the Permitted Use stated in the Booking Confirmation.
- d. **The Hirer must ensure that it observes and complies with the City's procedures, rules and regulations in respect of the Premises, Facilities, and Equipment including those displayed at the Premises and Facilities and published on the City's website www.cityofsydney.nsw.gov.au from time to time.**
- e. Where required by the City, a representative of the Hirer must complete a City induction prior to use of the Premises, Facilities, and Equipment. The Hirer must then ensure that representative is present during the Booking Period and ensures the **Hirer's use of the Premises, Facilities and Equipment complies with the information provided during the City induction.**
- f. The Hirer must provide the Centre Manager with the name and mobile phone number of a Hirer representative that will be present and contactable at all times during the Booking Period. The nominated contact must be responsive to calls and contactable by the City at all times during the Booking Period. If the City determines the Hirer failed to comply with the obligations in this clause 8(f), the City may immediately cancel the booking and terminate the Hire Agreement, and reserves the right to cancel or reject any future bookings of the Premises by the Hirer, at its sole discretion. In such circumstances, the City will not be liable to the Hirer for any refund of Hire Fees or Charges, or any loss or damage suffered by the Hirer as a result of any cancellation or rejection of bookings or termination of the Hire Agreement.
- g. The Premises, Facilities, and Equipment are only available for use by the Hirer during the Booking Period stated in the Booking Confirmation. Hirers must allow for set-up, pack up and cleaning in the Booking Period. Use beyond the Booking Period may incur additional fees and charges.

- h. The Hirer is responsible for undertaking a risk assessment of the Premises, Facilities, and Equipment prior to use and to determine if it is safe and suitable for the Permitted Use. In the event as the Hirer deems it not safe and/or suitable, the Hirer must notify the City.
- i. The Hirer will not place any signs, decorations, or other structures on, or make any addition or alterations to, any part of the Premises, Facilities, or Equipment including but not limited to trees, fences, structures, facilities, fittings, furniture, goods, and equipment without the prior written consent of the Centre Manager.
- j. The Hirer must not drive in or attach in any way nails, screws, tape or any fastenings to any part of the Premises, Facilities, or Equipment including but not limited to trees, walls, floors, furniture, or fittings.
- k. The Hirer must not bring electrical appliances, such as generators, or amusement devices, such as jumping castles, to the Premises without the prior written consent of the Centre Manager.
- l. The Hirer will not be permitted to store any equipment on the Premises without the prior written consent of the Centre Manager.
- m. The Hirer is responsible for the entire area of the Premises specified on the Hire Agreement. The Hirer is liable for any damage to the Premises, Facilities and Equipment (including furniture and fittings located within the Premises) during the **Booking Period or in connection with the Hirer's use** of the Premises, Facilities or Equipment.
- n. If the Hirer moves any equipment in the Premises the Hirer must return the equipment to their original location, in accordance with instructions from the Centre Manager or City staff.
- o. The Hirer is responsible for the behaviour of all guests using the Premises, Facilities, or Equipment during the Booking Period. Children must be supervised at all times.
- p. No animals, with the exception of assistance animals (as defined under the *Companion Animals Act 1998* (NSW)), are permitted on the Premises.
- q. The Hirer must not interfere with the use, enjoyment or occupation of the Premises by any other authorised occupants or users of the Premises.
- r. The Hirer must minimise its impact on neighbours of the Premises, including with respect to the arrival and departure of its agents, employees, contractors, volunteers, and guests.
- s. The Hirer must not use the Premises in an immoral or offensive manner, including but not limited to **the use of offensive language by the Hirer's** agents, employees, contractors, volunteers, and guests, 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 other users or neighbours of the Premises.
- t. The Hirer must ensure that noise and sound levels, including **noise from the Hirer's** agents, employees, contractors, volunteers, and guests (such as shouting and yelling), do not cause annoyance, nuisance or disturbance to other users or neighbours of the Premises. No public address (PA) system or electronically operated sound equipment shall be used at the Premises at any time. Any direction to the Hirer

from the Centre Manager or City staff to reduce noise or sound levels must be complied with immediately.

- u. If the City determines the Hirer is not complying, or failed to comply, with the obligations in clauses 8(s) or 8(t), **including where in the City's reasonable opinion the Hirer's use of the Premises** amounts to a nuisance or disturbance to other users or neighbours of the Premises, the City may immediately cancel the booking and terminate the Hire Agreement, and reserves the right to cancel or reject any future bookings of the Premises by the Hirer, at its sole discretion. In such circumstances, the City will not be liable to the Hirer for any refund of Hire Fees or Charges, or any loss or damage suffered by the Hirer as a result of any cancellation or rejection of bookings or termination of the Hire Agreement.
 - v. The Hirer must not, and must ensure its agents, employees, contractors, volunteers, and guests, not smoke, consume alcohol, take non-prescription drugs, or be under the influence of alcohol or non-prescription drugs whilst on the Premises. Smoking is permitted within 4 metres of entrances and exits under the *Smoke-free Environment Act 2000* (NSW).
 - w. The Hirer acknowledges that there is only one (1) available public toilet on the Premises, which is an Accessible RH Unisex Toilet located between the Premises and Alexandria Park on Park Road (see Annexure C). There is also a unisex accessible toilet available within the school premises which is available for season hirers (refer Appendix D).
 - x. The Hirer must not, and must ensure its agents, employees, contractors, volunteers, and guests do not, use any private, residential, or school property in the area near the Premises as a toilet. Any breach of this clause may result in the Hirer being liable for any costs incurred in cleaning or repairing any damage caused to such property and the City immediately cancelling the booking and terminating the Hire Agreement. The City also reserves the right to cancel or reject any future bookings of the Premises by the Hirer, at its sole discretion. The City will not be liable to the Hirer for any refund of Hire Fees or Charges, or any loss or damage suffered by the Hirer as a result of any cancellation or rejection of bookings or termination of the Hire Agreement pursuant to this clause.
 - y. The Hirer acknowledges that the only goalposts provided are full-size and do not include netting. Hirers may bring their own pop-up goals for small-sided use provided they cannot damage the Premises and the Facilities including but not limited to pegging or piercing the field surface. Weighted sandbags are recommended to secure goals.
9. Extreme weather
- a. The Hirer acknowledges that there are risks associated with extreme weather and agrees to at all times to place the health, safety and welfare of its agents, employees, contractors, volunteers, guests, participants, and invitees ahead of other considerations, irrespective of the inconvenience and cost.
 - b. The Hirer must regularly monitor weather forecasts in the lead up to, and during the Booking Period using the Bureau of Meteorology (BOM) Website (www.bom.com.au).
 - c. Hirers must develop, maintain, and enforce an extreme weather plan covering adverse and extreme weather conditions such as:
 - i. Heavy rain;

- ii. Lightning/Thunderstorms;
- iii. Hail/Ice;
- iv. Extreme heat;
- v. Extreme cold weather; and
- vi. Limited air quality/pollution.

d. **The Hirer's extreme weather plan must ensure that all its participants (including players, officials, umpires, coaches, parents, volunteers, staff, and spectators) play in the safest environment possible and with minimal risk of harm.**

10. Field Closures

- a. The City reserves 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:
 - i. Seasonal hires are not entitled to any refund or credit for affected bookings;
 - ii. Casual hires, School holiday camp hires, and Event hires may request a refund or credit provided that a written application is emailed to getielasyntheticfield@cityofsydney.nsw.gov.au within 48 hours of the affected Booking Period start time. Failure to apply within the specified timeframe will result in the Hirer having no entitlement to any refund or credit.

11. Lost Property

- a. The Hirer acknowledges that the City is not responsible for any lost property of the Hirer or its agents, employees, contractors, volunteers, and guests.

12. Food, Alcohol and Catering

- a. The Hirer must not use the Premises or Facilities or any part of them 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 or Facilities, or the adjacent park/open spaces such as Alexandria Park, without the prior written consent of the Centre Manager.
- c. No open flames shall be permitted within the Premises or Facilities, or any other adjacent park/open spaces such as Alexandria Park.
- d. No alcohol is permitted in the Premises or any Facilities or any other adjacent park/open spaces such as Alexandria 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.

13. Sustainability

- a. As part of Sustainable Sydney 2030-2050 Continuing the Vision, the City is vision is to reduce carbon emissions, divert waste from landfill and have zero increase in

potable water by 2050. Hirers, and its agents, employees, contractors, volunteers, and guests, are encouraged to avoid the use of single-use items.

14. Cleaning and Damage

- a. The Hirer must leave the Premises and Facilities 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 Premises and Facilities, if the Premises and Facilities are not left in a neat and tidy condition on departure.
- b. The Hirer must ensure that the Premises, Facilities and Equipment are protected from damage and loss. Any damage to the Premises, Facilities or Equipment, including damage to grass, trees, garden beds, plantings, pavers, and structures, or loss of Equipment, caused by the Hirer or its agents, employees, contractors, volunteers, or **guests, or in connection with the Hirer's use of the Premises, Facilities and Equipment**, will be repaired or replaced by the City at the cost of the Hirer.
- c. The Hirer must promptly notify the City in writing of any accident, damage or loss that occurs at the Premises including damage to or loss of Facilities or Equipment.

15. Advertising

- a. No advertising of any description or kind will be permitted on any part of the Premises or Facilities, unless authorised by the Centre Manager.
- b. The Hirer must not paint, affix or erect any notices, advertisements, signs or other such material on or within the Premises or Facilities, without the prior written consent of the Centre Manager.
- c. No signs are to be placed on the footway or roadway adjacent to the Premises. This includes the entry pathway from Park Road and Buckland Street to the Field.
- d. The Hirer must ensure that any of its material that refers to the booking, or the activity occurring at the Premises pursuant to the Hire Agreement, accurately reflects the Permitted Use stated in the Booking Confirmation.
- e. The City reserves the right to direct the Hirer to remove any material from the Premises which the City considers is inappropriate or that may prejudice or compromise the **City's reputation or bring the City adverse publicity or notoriety**.
- f. The Hirer must not use any trade mark, sign, symbol, mark or badge of the City, **including the City's logo, the City's name, or "The Getiela Alexandria Park Community School Sportsfield"** (in whole or part) for the purposes of advertising, marketing or merchandising, except with the prior written consent of the Centre Manager.
- g. The Hirer must not broadcast, publish or communicate to the public images of the Premises or Facilities without the prior written consent of the Centre Manager.

16. Safety

- a. The Hirer acknowledges that it is responsible for the safety and security of its agents, employees, contractors, volunteers, and guests when using the Premises, Facilities and Equipment.

- b. 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.
- c. 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 or Facilities.
- d. In the event of an emergency the Hirer must:
 - i. move its agents, employees, contractors, volunteers, and guests away from the source of immediate danger;
 - ii. call Triple Zero '000' and ask for the relevant emergency service (e.g. police, fire brigade or ambulance), providing the information required by Triple Zero;
 - iii. evacuate the Premises if instructed to do so by Triple Zero, emergency services, or the City;
 - iv. follow the directions of emergency services; and
 - v. notify City Security on 02 9265 9178 as soon as practicable of the situation and actions taken (e.g. evacuation, contacting Triple Zero).

17. Security

- a. The City reserves the right to require the Hirer 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 provision of **security personnel is the responsibility of the Hirer and is at the Hirer's** expense. The Hirer must ensure any such security personnel are appropriately qualified and licensed, and must provide evidence to the City that the required security personnel have been arranged before **the Hirer's use of the Premises** for the Booking Period can proceed.
- c. In the event that the City deems it necessary to deploy its own security personnel to the Premises during the Booking Period **in connection with the Hirer's use of the Premises, Facilities or Equipment** (such as the Premises being used for dangerous or illegal activities) the City reserves the right to recover the costs of such security personnel from the Hirer.

18. Filming and Broadcasting

- a. The Hirer must not use any equipment to photograph, broadcast, televise or record any activity at the Premises without the prior written consent of the Centre Manager. Any such approval may be subject to the Hirer entering into a separate City Location Agreement, and may be subject to additional fees and charges.

19. Work Health and Safety

- a. The Hirer must comply with all applicable work, health and safety laws including the *Work, Health and Safety Act 2011* (NSW). The Hirer must provide evidence of its compliance with such obligations, including copies of documents such as risk assessments, upon request by the Centre Manager, prior to commencement of the booking.
- b. **The Hirer must comply with the City'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.

- 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).

20. Child Safety

- a. **For the purposes of this clause, 'Child Safety Law' means the *Child Protection (Working with Children) Act 2012* (NSW), the *Child Protection (Working with Children) Regulation 2013* (NSW), ***Children's Guardian Act 2019*** (NSW) and any other child protection law that may apply to the Hirer, the Permitted Use, or its use of the Premises, Facilities or Equipment under this Hire Agreement.**
- b. The Hirer warrants that at the time of signing this Hire Agreement and during the term of this Hire Agreement, that the Hirer including its agents, employees, contractors and volunteers have complied with all its obligations under the Child Safety Law.
- c. The Hirer is responsible for determining its obligations under Child Safety Law.
- d. In addition to any obligations under Child Safety Law, the Hirer must:
 - i. **contact NSW Police on '000' if a child is in immediate danger of abuse or harm** as described in the Child Safety Law;
 - ii. **contact the NSW Child Protection Helpline on '132 111' to report a child at risk** of significant harm, where required under the Child Safety Law; and
 - iii. notify the City of any child safety incident occurring at the Premises or Facilities and cooperate with the City for any complaints and investigations relating to such incident.
- e. **The Hirer must provide the City with evidence of the Hirer's compliance with this clause 20, including but not limited to obtaining any checks required under Child Safety Law that prior to the start of the Booking Period and within 24 hours of a request by the Centre Manager.**
- f. The Hirer must comply, and ensure its agents, employees, contractors, volunteers **and guests comply, with the City's Child Safe Code of Conduct (see Annexure B).**

21. Privacy

- a. **The City will collect personal information from the Hirer in accordance with the City's** privacy policy: <http://www.cityofsydney.nsw.gov.au/about-us/privacy>. The intended recipient of this information is the City. Whilst the supply of this information is voluntary, the personal information the Hirer provides will enable the City to provide the Premises, Facilities, and Equipment to the Hirer pursuant to this Hire Agreement, and may be used for demographic and statistical analysis, future promotional marketing and publicity purposes. Should the Hirer choose not to provide the personal information, the City may not be able to provide the Hirer the Premises, Facilities, and Equipment. The Hirer can access, update or correct any information by contacting the Centre Manager.

- b. The Hirer acknowledges that details of the Hire Agreement, and personal information provided by the Hirer, may be disclosed under the *Government Information (Public Access) Act 2009* (NSW) or where otherwise required by law.

22. Hirer Warranties and Compliance

- a. The Hirer warrants that it has full legal capacity to enter into the Hire Agreement, including that the Hirer is 18 years of age or over (where the Hirer is an individual).
- b. The Hirer must comply, and must ensure its agents, employees, contractors, volunteers, and guests comply with the Hire Agreement, and the Hirer agrees to accept responsibility for any failure on the part of its agents, employees, contractors, volunteers, and guests to observe and comply with the Hire Agreement.
- c. The Hirer must comply with all applicable laws, and any notice issued by a government authority, relating to the Permitted Use at 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 stated in the Booking Confirmation.

23. 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 23(b) 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.

24. Termination

- a. In addition to the **City's** right of termination set out in clauses 2(b), 3(j), 5(c), 8(o), 8(u), 8(x), clause 17 of Annexure A (if applicable), and clause 10 of Annexure D (if applicable), and its rights otherwise at law, the City may cancel the booking and terminate the Hire Agreement by written notice to the Hirer at any time if:
 - i. the Hirer breaches any of its obligations under the Hire Agreement which is **capable of remedy and fails to remedy that breach to the City's reasonable satisfaction** within the time period stipulated by the City, or at least seven (7) days prior to the start of the Booking Period, whichever is the earlier;
 - ii. the Hirer breaches any of its obligations under the Hire Agreement and the breach is not remediable;
 - iii. the City reasonably considers that the Hirer provided false, misleading or incomplete information about its identity, booking, Permitted Use, or proposed activities at the Premises;
 - iv. the Hirer becomes, threatens or resolves to become or is likely to become subject to any form of insolvency, administration, receivership, bankruptcy or liquidation; or
 - v. **the City reasonably considers that the Hirer's use of the Premises, Facilities or Equipment is likely to cause damage to the Premises, Facilities or Equipment,**

injury to any person, breach any applicable law, or cause material damage to the reputation of the City.

- b. If the City cancels the booking and terminates the Hire Agreement pursuant to clause 24(a), the City will not be liable to the Hirer for any refund of Hire Fees or Charges, or any loss or damage suffered by the Hirer as a result of such cancellation and termination of the Hire Agreement.

25. Relationship with the City

- a. The Hirer has a non-exclusive right to occupy and use the Premises for the Booking Period for the Permitted Use, 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.

26. No Assignment

- a. The Hirer must not transfer, assign, or sub-licence its rights under this Hire Agreement.

27. Electronic Execution

- a. 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 – STORAGE ROOM

This Annexure A forms part of the Special Conditions of the Hire Agreement where it has been ticked as applicable in the Booking Confirmation.

The following terms and conditions apply to **the Hirer's use of the** storage room Facility:

1. The Hirer acknowledges that the storage room is strictly subject to availability from time to time and the City does not guarantee that the storage room will be available for the full Booking Period.
2. The Hirer acknowledges that the City reserves the right to remove the storage room from the booking at any time if the storage room is required for the purpose of the City. In such circumstances, the Hirer must remove any Hirer items from the storage room within the timeframe stipulated by the City.
3. **The Hirer's** access to the storage room is strictly limited to the Booking Period. Where the Booking Period comprises multiple dates and times, the Hirer may only access the storage room during each of those dates and times, and is not permitted to access the storage room at times or dates in between those Booking Period dates and times.
4. **The Hirer must obtain the Centre Manager's approval for the storage of all Hirer items** in the storage room prior to the start of the Booking Period.
5. The Hirer must ensure that:
 - a. Hirer items in the storage room are not hazardous, illegal, flammable or include any waste products;
 - b. Hirer items in the storage room do not include electrical appliances, gas bottles, food products and other items likely to attract vermin;
 - c. the placement of Hirer items in the storage room does not violate fire safety regulations.
6. The City reserves the right to inspect all Hirer items in the storage room at any time and remove any items stored within the storage room in breach of the Centre **Manager's** approval or the Hire Agreement.
7. The Hirer must comply with all directions of the City in relation to the storage room including but not limited to transportation, storage or removal of Hirer items.
8. The Hirer acknowledges that:
 - a. **use of the storage room is at the Hirer's own risk;**
 - b. use of the storage room is not exclusive to the Hirer and may be shared with other hirers;
 - c. to the extent permitted by law, the City accepts no responsibility or liability for any Hirer items in the storage room at any time including but not limited to any loss or damage of the Hirer items.
9. The Hirer must hold and maintain property insurance sufficient to cover the Hirer items stored in the storage room.
10. In using the storage room, the Hirer:
 - a. must ensure that the transportation, storage or removal of Hirer items does not interfere with or damage the Premises, Facilities, Equipment or the person or property of any other person;
 - b. must not make any changes, additions or alterations to, or erect fixed furniture (including installing shelves or storage containers) in, the storage room without the written consent of the Centre Manager;
 - c. remain liable for any damage to the Premises, Facilities or Equipment arising in connection with its use of the storage room;

- d. must only store Hirer items in the area allocated to the Hirer by the City;
 - e. must, at its cost, remove all Hirer items in the storage room at the end of the Booking Period, or the expiry or earlier termination of the Hire Agreement, unless otherwise approved by the Centre Manager;
 - f. must ensure all doors to and within the storage space are locked and secured;
 - g. must ensure the storage room is in a clean and tidy condition at the end of the Booking Period and, where the Booking Period comprises multiple dates and times, at the end of each such date/time;
 - h. must ensure that it observes and complies with all the signage in respect of the use of the storage rooms; and
 - i. must report any broken or faulty storage room fittings (e.g. lights, shelves, doors) to the City.
11. The Hirer must pay the cost of:
- a. any additional cleaning of the storage room if the storage room is not left in a clean and tidy condition at the end of the Booking Period (or the end of each date and time where the Booking Period comprises multiple dates and times); and
 - b. the repair or rectification of any damage or loss to the storage room, Premises, Facilities and Equipment **in connection with the Hirer's use of the storage room**.
12. The City will provide the Hirer with a code to access the storage room. Hirers will need to enter the pin into the keypad and then press # to unlock the gate. The Hirer acknowledges that the code issued to the Hirer will only provide access during the Booking Period.
13. Codes are not to be shared, and must only be used by the specific Hirer person(s) agreed with the Centre Manager.
14. The Hirer must close and secure the storage room at the end of the Booking Period and, where the Booking Period comprises multiple dates and times, at the end of each such date/time. The Hirer is not permitted to leave the storage room open for other hirers or cleaners in any circumstance. Any damages will be traced back to the Hirer that last used its code to access the storage room.
15. Hirers must notify the City seven (7) days prior the start of the Booking Period if the Hirer no longer intends to use the storage room to allow the storage room to be reallocated by the City to other hirers.
16. The Hirer acknowledges that the City may remove and dispose of:
- a. Hirer items left at the Premises, Facilities, or in areas of the storage room other than the area allocated to the Hirer, at the end of the Booking Period (or the end of each date and time where the Booking Period comprises multiple dates and times);
 - b. Hirer items at the Premises, Facilities and in the storage room that are not approved by the City or that breach the Hire Agreement; and
 - c. items at the Premises, Facilities and in the storage room where the owner of the items cannot be ascertained provided that it makes reasonable efforts to ascertain the owner of such items by way of contacting relevant hirers and placing an appropriate written notice of the intended disposal of the items at the Premises.
17. The City reserves the right to terminate the Hire Agreement if the Hirer misuses the storage room in any way **or the Hirer's use of the storage room breaches the Hire Agreement**.

ANNEXURE B – CHILD SAFE CODE OF CONDUCT

This Annexure B forms part of the Special Conditions of the Hire Agreement where it has been ticked as applicable in the Booking Confirmation.

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 the Premises 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 the Premises 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 – PUBLIC TOILET

This Annexure C forms part of the Special Conditions of the Hire Agreement where it has been ticked as applicable in the Booking Confirmation.

The Hirer acknowledges that the only accessible public toilet at or near the Premises is located between the sportsfield and Alexandria Park on Park Road.

The public toilet will be open from 7am to 10pm Monday to Friday and 7am to 9pm on weekends.

The public toilet is not provided for the exclusive use of Hirers of the Premises, and the City does not warrant that it will be available during the Booking Period.

In the event of any issues with the public toilet, the Hirer should contact the City directly via 02 9265 9333 or council@cityofsydney.nsw.gov.au.



ANNEXURE D – SCHOOL TOILET

This Annexure D forms part of the Special Conditions of the Hire Agreement where it has been ticked as applicable in the Booking Confirmation.

The following terms and conditions apply to the Hirer’s use of the school toilets Facility:

1. The City will provide the Hirer with a code to access the school toilets. Hirers will need to enter the pin into the keypad and then press # to unlock the gate.
2. Codes are not to be shared, and must only be used by the specific Hirer person(s) agreed with the Centre Manager.
3. Access to and use of the school toilets is strictly limited to the Booking Period. Where the Booking Period comprises multiple dates and times, the Hirer may only access the school toilets during each of those dates and times, and is not permitted to access the school toilets at times or dates in between those Booking Period dates and times.
4. The Hirer must close and secure the school toilets at the end of the Booking Period and, where the Booking Period comprises multiple dates and times, at the end of each such date/time. The Hirer is not permitted to leave the school toilets open for other hirers or cleaners in any circumstance. Any damages will be traced back to the Hirer that last used its code to access the school toilets.
5. The Hirer acknowledges it is liable for any damage or loss to the school toilets that arises during the period from the time the school toilets are opened using the **Hirer’s access code until the school toilets are next closed, irrespective of whether the damage or loss was caused or contributed to by the Hirer.**
6. The Hirer must ensure the school toilets are in a clean and tidy condition at the end of the Booking Period and, where the Booking Period comprises multiple dates and times, at the end of each such date/time.
7. The Hirer must report any issues, damage or incidents with the school toilets to the City directly via 9265 9333 or council@cityofsydney.nsw.gov.au.
8. The Hirer is encouraged to do an inspection of the school toilets when opening and report any prior damages to the City.
9. The Hirer must pay the cost of:
 - a. any additional cleaning of the school toilets if the school toilets are not left in a clean and tidy condition at the end of the Booking Period (or the end of each date and time where the Booking Period comprises multiple dates and times); and
 - b. the repair or rectification of any damage or loss to the school toilets, **Premises, Facilities and Equipment in connection with the Hirer’s use of the school toilets.**
10. The City reserves the right to, at its discretion:
 - a. cancel **the Hirer’s access to the school toilets at any time during the Booking Period**; or
 - b. terminate the Hire Agreement,
 if the Hirer misuses the school toilets in **any way or the Hirer’s use of the school toilets breaches the Hire Agreement**. The City will not liable to the Hirer for any refund of Hire Fees or Charges, or any loss or damage suffered by the Hirer as a result of such cancellation or termination.

