QMI-CF-008

Conditions of Hire for Endeavour Sports Park- Synthetic Fields



DEFINITIONS

Hirer: A entity applying for the use of Endeavour Sports Park synthetic fields that has

complied with Council's condition of hire.

<u>User</u>: Any person engaging in the use of the synthetic fields as approved.

Council: Fairfield City Council

FACILITIES AND SERVICES

1. Change Room Usage

Change rooms will be provided on a shared basis with other hirers. Hirers are responsible for ensuring that their group leaves the change rooms secured, clean, and tidy after use. Any damage to the change rooms will result in the hirer being charged for repairs.

Hirers will be provided with a unique code to access the change rooms. This PIN is exclusively for the hirer's use and must not be shared or distributed. The hirer must report any damage, issues, or concerns to the Council's Customer Service Team at (02) 9725 0222.

2. Storage Facilities

Council does not provide storage facilities. Hirers are responsible for securing their personal items during their booking. Council accepts no liability for any loss, theft, or damage to personal items left unattended on the premises.

Storage containers are not allowed, and any equipment or goods must not be stored within any Council assets without prior permission.

3. Canteen Facilities

Canteen facilities are not available. Hirers wishing to provide food or beverages during their event must make their own arrangements and dispose of rubbish in the provided bins.

The hirer must not sell food, drinks, or merchandise on the premises without prior consent from Council. Cooking food on-site is prohibited, including use of kitchen appliances and cooking equipment such as barbeques.

4. Lighting

Lighting is controlled through the C4 system. Hirers will receive instructions and a password to access lighting via a mobile app. This password is for the hirer's use only and must not be shared or distributed.

Date Effective: April 2025 Review Date: April 2028

QMI-CF-008

Conditions of Hire for Endeavour Sports Park-Synthetic Fields



5. Cooling irrigation system

The cooling irrigation system is available to hirers as part of their booking. However, it will only be operational under specific weather and operational conditions such as during periods of extreme heat and when water tank levels are sufficient.

To activate the system, hirers will be issued a PIN code, which can only be used when the system displays a 'green' status light. The hirer acknowledges that the field must be clear of all users during activation, as the water spray may pose a safety risk to anyone on the field.

All hirers must complete mandatory training to ensure the safe and proper use of the cooling irrigation system.

PARKING

The hirer acknowledges that any car parking spaces or areas adjacent to the facility are not included in this hire agreement. Hirers and users may only park in designated parking areas. Unauthorised parking may result in fines or penalties.

WET SURFACE

Please be aware that playing on the sportsfields is at the hirer's or user's discretion when the fields are wet during and after the scheduled booking.

SHOE POLICY

Users must wear appropriate footwear designed for synthetic fields. Heels, studded boots, and any other footwear deemed unsuitable are strictly prohibited, as they can damage the playing surface. Damage to the fields may result in their temporary closure.

PLAY SURFACE

Equipment that may damage the synthetic playing surface is strictly prohibited. This includes, but is not limited to, bicycles, scooters, skateboards, rollerblades, cricket bats, hockey sticks, and similar hard or wheeled items.

BOOKING SYSTEM

Once the Hirer has been allocated their booking session(s), they are required to enter the booking into the Council's online booking system to secure their booking. It is mandatory for hirers to enter the allocated session(s) within 7 calendar days and make full payment to confirm their reservation.

FEES AND CHARGES

The hirer agrees to pay the applicable Fees and Charges for the use of the fields. All hourly rates are inclusive of GST. The hirer agrees to only use the areas outlined in the booking confirmation.

Date Effective: April 2025 Review Date: April 2028

QMI-CF-008

Conditions of Hire for Endeavour Sports Park-Synthetic Fields



The hirer shall not transfer, assign, or sub-let the sportsfield or sporting facility, nor grant any license to others. The hirer must not charge users for the use or entry to the facility.

The hirer must specify the purpose of use at the time of booking. If the field is booked for one specific activity, no other activity may be substituted without prior consent from Council.

CANCELLATION

Council does not provide refunds, transfers, or credits in the event of:

- Adverse weather conditions (such as excessive heat, rain, storms, hail, etc.)
- Incorrect booking times or dates
- Any actions or events beyond Council's control

Council reserves the right to cancel any hire or fixture if the area is deemed unfit for play or if the probable damage resulting from such play would be detrimental to the future use of the area. Council may close the sportsfields due to extreme weather conditions without prior notice.

The hirer is responsible for inspecting the site immediately before and during any activity.

Council also reserves the right to cancel or rearrange bookings at any time if any part of the premises is required by Council.

DEPOSIT

A hire deposit is required in accordance with the Council's Fees and Charges. This deposit covers potential damages or extra cleaning costs and will be refunded at the end of the hire agreement, provided the facility is returned in good condition.

The deposit will be refunded within 10 business days, subject to all terms being met. Any damages or additional cleaning costs will be deducted from the deposit, and the Hirer will be responsible for any remaining balance if the deposit does not cover the full amount. The deposit will also be forfeited if the hirer breaches any of the Conditions of Hire.

SETTING UP

The hirer must strictly adhere to their booking allocation outlined in the booking confirmation.

The hirer is responsible for reporting any damages or issues to Council's Customer Service Team at (02) 9725 0222 during working hours. After hours, please call the same number and press Option 2.

The hirer will be liable to Council for the cost of repairing any damage to the fields, facilities, and surrounding areas, including cooling irrigation system, shrubs, trees, turf, pipes, fire extinguishers, and other equipment. The cooling irrigation system will be made available for bookings (fees apply). Training is mandatory for all hirers and their representatives on how to operate this additional service.

Conditions of Hire for Endeavour Sports Park

Quality Management System Page: 3 of 6

Date Effective: April 2025 Review Date: April 2028

QMI-CF-008

Conditions of Hire for Endeavour Sports Park-Synthetic Fields



The hirer will also be responsible for repairing any damage to walls, fixtures, or alterations, unless prior written consent from Council has been obtained to carry out such repairs. Any maintenance or closure of fields by Council must not be interfered with by the hirer. These periods will be blocked out in the booking system.

ADVERTISING

The hirer must not affix, erect, or display any notices, advertisements, signage, or other materials within the sports fields or associated facilities without prior written approval from Council.

Council reserves the right to request the immediate removal of any materials it deems inappropriate, offensive, or non-compliant.

FIRE REGULATIONS & OBJECTIONABLE MATERIALS

The hirer must inspect the fields and facilities immediately prior to commencement and during their use. The use of metal portable goalposts, cages, or other portable improvements on the playing field is prohibited.

Exit doors and common areas must remain clear and unobstructed at all times. The hirer must familiarise themselves with the Emergency Evacuation Plan located within the premises.

Fire extinguishers, hoses, and blankets are provided within the facility and must not be misused or removed from Council's premises. No open flames, candles, explosives, fuels, pyrotechnics, flammable liquids, or materials may be brought into the facility.

The hirer must immediately report missing or damaged fire equipment to Council's Customer Service at (02) 9725 0222. In the event of a fire or emergency situation, evacuate the facility and contact emergency services at 000.

SMOKING AND ALCOHOL

Council has a "puff-free" policy in place for all parks and sportsfields, meaning smoking, including the use of cigarettes, vaping, and e-cigarettes, is prohibited.

Alcohol is also prohibited on Council sportsfields and parks. The use of illegal substances is strictly forbidden at all times.

INDEMNITY

The hirer indemnifies Council, its officers, servants, and agents from all damage, costs, expenses, actions, claims, and demands arising from any loss or injury sustained by any person using the fields or facilities. In the event of negligence or unsafe conditions created by the hirer, Council's liability will be reduced proportionately to the extent that Council's actions may have contributed to the injury or loss.

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QMI-CF-008

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INSURANCE AND LIABILITY

The hirer must have a Public Liability Insurance Policy for no less than \$20,000,000 for each claim. The insurance policy must cover activities in Australia or worldwide. The Hirer must provide Council with an up-to-date Certificate of Currency with the Application Form.

The hirer acknowledges that Council will repair any damage to its facilities at its discretion. If the damage is caused by the hirer's activities or from using a closed field, the hirer will be responsible for the full cost of repairs.

CLEANING AND REMOVAL OF GARBAGE

The hirer is responsible for ensuring that the field, change rooms, and surrounding areas are left clean and free from food scraps, papers, bottles, tins, and other waste. Failure to meet these standards may result in additional cleaning charges. Council may impose penalties for any environmental damage caused during the hire period. The hirer must dispose of rubbish in the bins provided.

CONDUCT AND BEHAVIOUR

Aggressive behaviour, harassment, or any form of disturbances within the fields, car parks, or surrounding areas is strictly prohibited. Excessive noise that disrupts other users or nearby residents will not be tolerated. Hirers are responsible for managing noise levels appropriately.

The hirer may face immediate termination of their booking and be excluded from future bookings as a result of such conduct.

TERMINATION

Council reserves the right to issue a formal warning and/or a letter of termination, and to exclude the hirer from future bookings, under any of the following circumstances:

- Misuse of, or damage to, any part of the facility, including fields, amenities, systems, services, or car parks.
- Failure to comply with facility rules or repeated breaches of hire conditions.
- Engagement in illegal activities or conduct that endangers the safety or wellbeing of others.
- Severe infractions as determined by Council, including but not limited to hosting unauthorised large-scale events or using prohibited or dangerous equipment.
- The use of bicycles, e-scooters, or e-bikes within Council's sports fields or facilities.

In such cases, the hirer will forfeit all fees paid, including any deposits, and may be subject to additional actions deemed appropriate by Council.

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QMI-CF-008

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ENDEAVOUR SPORTS PARK SYNTHETIC SPORTSFIELD

ACCEPTANCE OF CONDITIONS OF HIRE

I, on behalf of the Club/ Organisation certify that I have read and understood the Conditions of Hire, and agree to abide by the terms and conditions of Hire.

	·		
Hirer			
Club/Organisation			
Print Name			
Signature		Date	
Witness			
Print Name			
Signature		Date	
In case of incidents/damage to Council's Facilities, please contact Council's Customer Service Team on 9725 0222 during working hours			
AFTER HOURS CONTACT NUMBER			
In case of an emergency or any damages/issues with Council's Facilities, please contact Council's after hours service:			
02 9725 0222 (press Option 2)			
(b			

Date Effective: April 2025

Review Date: April 2028