

INFORMATION, TERMS AND CONDITIONS

For Sports and Recreation Venue
Hire/Use

22 August 2022

CONTENTS

Definition of Terms.....	3
GENERAL TERMS AND CONDITIONS.....	4
Alcohol.....	4
Amusement Devices and Service Providers.....	4
Animals – Domesticated Pets.....	5
Animals – Event Attractions and Activities.....	5
Barbecues.....	5
Booking Approval / Confirmation.....	6
Booking Amendments and Cancellations.....	6
Child Protection.....	7
COVID-19.....	7
Destination Tamworth.....	7
Development Approvals and Temporary Structures.....	7
Electricity.....	8
Event Signage.....	8
Fees and Charges.....	8
Fee Waivers and Subsidies.....	9
Filming and Photography.....	9
Fireworks.....	9
Floodlighting.....	9
Food / Sale of Goods.....	9
Indemnity and Insurance.....	10
Public Nuisance and Offensive Noise.....	10
Risk Assessment.....	11
Safety and Security.....	11
Site Induction.....	11
Site Plan.....	11
Smoking.....	12
Subletting.....	12
Toilet and Change Room Facilities.....	12
Traffic Management.....	12
Vehicles and Parking.....	12
Venue Closures and Operating Hours.....	12
Waste Management.....	13
Special Event Bins.....	13
Waste Water.....	14

AQUATIC FACILITIES	14
Diving	14
NORTHERN INLAND CENTRE OF SPORTING EXCELLENCE (NICSE)	14
Tamworth Regional Athletics Centre	15
Tamworth Sports Dome	15
PARKS AND RESERVES	15
Weddings and Ceremonies	15
TURF SPORTING FIELDS	15
Clubhouse and Amenities Usage	15
Communication	16
Field Preparations	16
Renovation Periods	16
Wet Weather Closures	17
RESPONSIBILITY OF TAMWORTH REGIONAL COUNCIL	18
Privacy	18
RESPONSIBILITY OF THE HIRER	18
DISCLAIMERS	18

Definition of Terms

Reference to	Meaning:
<i>TRC</i>	<i>Tamworth Regional Council.</i>
<i>NICSE</i>	<i>Northern Inland Centre of Sporting Excellence.</i>
<i>The Hirer</i>	<i>The booking customer/applicant and general public users.</i>
<i>The Event</i>	<i>All events and sporting activities.</i>
<i>The Venue</i>	<i>All TRC managed sport and recreation locations for hire, including, but not limited to aquatic facilities, indoor sporting centres, sporting courts/fields/tracks, parks and reserves.</i>
<i>The AOP</i>	<i>TRC's Annual Operational Plan.</i>
<i>The OBS</i>	<i>TRC's Online Bookings System.</i>

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to all bookings. There are additional Terms and Conditions for specific Venues, and where applicable, these apply in addition to these General Terms and Conditions. You should ensure you are aware of all applicable Terms and Conditions prior to submitting a booking request. Once a booking request has been submitted and accepted by Council, you are deemed to have been made aware of and accepted all relevant Terms and Conditions, and agree to be bound by them.

Any breach of the conditions may result in the immediate termination of the booking, or a ban on future bookings for the party concerned.

Alcohol

The consumption, provision or sale of alcohol within TRC sports and recreation Venues is restricted, if not prohibited, without the express written permission from TRC's General Manager.

A Liquor Licence is required to sell alcohol of any kind, be it for consumption on the premises, or for take home purposes. Should you wish to sell or serve alcohol at your event then you must write to the General Manager at least **two months** prior to the event in question, requesting that the ban be lifted and listing details of the event, including the presence of someone with their current Responsible Service of Alcohol (RSA), security measures, hours of service, etc. Details of the liquor licence must also be supplied.

It is the responsibility of the Hirer to obtain the Liquor Licence and comply with all its conditions and terms. In addition to any other indemnities set out herein, the Hirer also indemnifies TRC in respect of any breach of the terms of the Licence by the Hirer.

Amusement Devices and Service Providers

If your event will include amusement devices/activities/structures (such as jumping castles) the individual suppliers are also required to provide TRC with a copy of their Certificate of Currency (to the minimum sum of \$20 million or such other sum as may be required by TRC from time to time). It is the responsibility of the Hirer to source and provide these documents to TRC upon submission of a booking.

The Hirer is solely responsible for ensuring that all participating suppliers have and are able to provide upon request, their most recent *Maintenance and Inspection Records* and evidence of compliance with Safe Work NSW's requirements for amusement devices.

All amusement devices must be installed and supervised by a licenced and insured supplier, and only after the Hirer has been inducted on to the site by TRC staff, prior to the event date. No amusement devices are to be brought into the approved location without the explicit prior approval from TRC.

Some other conditions regarding the use of amusement devices include but are not limited to:

- Amusement devices must be wholly within the approved area and not infringe upon any road or car park;
- Amusement devices must not be driven into the park, unless specifically instructed to do so by TRC staff at the Site Induction;
- Amusement devices are only to be secured to the ground as instructed/agreed upon by TRC staff at the Site Induction. Pegging devices into the ground without this specific approval may cause damage to underground services such as irrigation systems, for which the Hirer will be held responsible;
- The desired location for amusement devices must be displayed on the Site Layout (to be supplied to TRC upon submission of a booking) and must be agreed upon at the Site Induction, prior to bump in;

- The amusement device must not interfere with any other operations of the Venue;
- Any damage caused by the device to the Venue or its infrastructure must be fully rectified prior to vacating the site. TRC reserves the right to pursue compensation from the Hirer in order to undertake repairs and reinstatement works; and
- If electricity is not accessible within the Venue, silent generators need to be provided for all amusement devices, by the respective supplier/s.

The above requirements and conditions also apply to the use and presence of any other service providers.

The Hirer releases and indemnifies TRC and keeps TRC released and indemnified in perpetuity in respect of any and all claims, actions, suits, demands, costs, charges and expenses arising out of any matter connected with or related in any way to the use of any and all amusement devices and service providers at the Event, including but not limited to loss, damage, accident, injury, and death of whatsoever nature or kind and however sustained or occasioned and whether to property or to persons and regardless of whether such loss or damage is special, direct, indirect or consequential.

Animals – Domesticated Pets

The presence of domesticated household pets is permitted in open spaces (such as parks) providing that the animal is contained (i.e. leashed or in a carrier), cleaned up after and that specific Venue signage and conditions are adhered to.

The presence of domesticated household pets is NOT permitted at enclosed Venues (such as pools or the NICSE), with the exception of certified Service Animals only.

Animals – Event Attractions and Activities

Attractions involving the presence of animals and/or reptiles are permitted, on the condition that:

- animal rides must not stray from the authorised area or interfere with any other functions or patrons of the Venue or adjoining Venue;
- transportation floats must be kept on the roadside or car park (and the animals walked into the approved area);
- a copy of the supplier's Certificate of Currency (showing proof of a minimum Public Liability Insurance coverage of \$20 million) must be supplied to TRC prior to Event approval;
- the approved area must be left clean and tidy and free of any waste at the completion of all activities; and
- any damage to the Venue and/or its infrastructure must be rectified prior to your departure.

It is the sole responsibility of the Hirer to ensure that all appropriate licences and permits are obtained and current with respect to the relevant animal/s or reptiles to be present at the Event. These licences and permits must be made available to TRC as requested.

The Hirer releases and indemnifies TRC and keeps TRC released and indemnified in perpetuity in respect of any and all claims, actions, suits, demands, costs, charges and expenses arising out of any matter connected with or related in any way to the use of any and all animals at the Event, including but not limited to loss, damage, accident, injury, and death of whatsoever nature or kind and however sustained or occasioned and whether to property or to persons and regardless of whether such loss or damage is special, direct, indirect or consequential.

Barbecues

Where permanent Venue barbecues are not available, portable gas barbecues are permitted. Drip mats/trays must be placed under the barbecue to collect any spillage. Should any damage to the Venue or infrastructure result from barbecue use, TRC reserves the right to pursue compensation from the Hirer for repairs and remuneration works.

This consent is subject to any fire restrictions issued by NSW Rural Fire Service at the time of the Venue use.

Booking Approval / Confirmation

All activities to be held at TRC sport or recreation Venues, including sporting competitions and training (casual or seasonal), carnivals, community events, private events and personal/fitness training, must be booked through TRC's OBS. Hirers include, but are not limited to sporting organisations (including "resident users"), schools, community groups and not for profit associations.

Booking requests for **turf sporting events** and Personal/Fitness Training activities must be submitted a minimum of **four days** prior to the Event date. *Please be aware that field preparations cannot be guaranteed for bookings submitted with less than seven days notice.*

Bookings for hire of **swimming pools** must be submitted a minimum of **four days** prior to the Event date.

Bookings for hire of **NICSE facilities** must be submitted a minimum of **two days** prior to the Event date.

Expressions of Interest for **seasonal bookings (including sporting competitions and training)** must be submitted within the allotted time frames of the respective season.

Bookings for Events to be held on **TRC parks or reserves** must be submitted a minimum of:

30 days prior to the Event date for commercial or community events;

14 days prior to the Event date for private events (such as wedding ceremonies or parties).

Upon submission, all bookings have an initial status of *Tentative* until such time as they are reviewed by TRC. Hirers are not authorised to proceed with the Event until a *Booking Confirmation* notification has been received, and relevant payments made (where applicable).

Any approval granted by TRC to the Hirer is for a temporary Event at a TRC sport or recreation Venue, and only in the specific area/court/field/lane stated in the booking confirmation. Approval does not necessarily give exclusive use of a Venue or space, nor does it give the Hirer any rights to approach or relocate other Venue Hirers. Interference with or harassment of other Hirer's will not be tolerated and may result in the cancellation of the booking.

If a Hirer is found to be using a TRC Venue without a confirmed booking, fees and charges may be applied retrospectively, as deemed appropriate by TRC staff.

If the Hirer's conduct is deemed by TRC staff to be unlawful, disorderly, offensive or in breach of the Terms and Conditions of Venue hire, the Venue's Code of Conduct or Conditions of Entry, TRC reserves the right to:

- deny an application;
- cancel a confirmed booking;
- refuse Venue admission; or
- request the removal of a Hirer from a Venue.

Booking Amendments and Cancellations

Any amendments requested to the original application may delay the Event assessment and/or approval process.

Any amendments to the original application must be made by the Hirer through TRC's OBS, a minimum of five days prior to the Event date.

Cancellation of a confirmed booking must be made by the Hirer through TRC's OBS, a minimum of five days prior to the Event date. Failure to do so may result in fees and charges being applied, regardless of the Event's cancellation.

Bookings cancelled by the Hirer:

- more than five days from the Event date will be refunded 100% of fees paid;
- between two and five days from the Event date will be refunded 50% of fees paid;
- within 48 hours from the Event date will not be refunded (Bonds, Additional Fees and/or Resource fees may be exempt for this condition).

Seasonal bookings and/or payment in arrears customers (schools and sporting organisations), have 24 hours from the Event date to notify TRC in writing of any cancellation or amendments to their booking, or 100% of the quoted fee will be applied. Changes that the Hirer is unable to make against their booking directly, should be outlined via email to trc@tamworth.nsw.gov.au.

TRC reserves the right to amend or cancel a booking at any time if the Venue is damaged or deemed unfit for use during or prior to the Event, if the Hirer fails to comply with Hire Terms and Conditions or Venue Conditions of Entry, or if the Venue is closed by direction from any government or regulatory authority.

TRC reserves the right to amend Tentative or Confirmed bookings at any time, in order to accommodate multiple bookings.

Child Protection

In accordance with NSW Child Protection Legislation, all Hirers who provide services to children must have the appropriate Child Protection policies and procedures in place, including a Working with Children Check.

Children under the age of 18 years are the sole responsibility of the parent, guardian, coach or teacher, and must be supervised by the authorised adult present at the time of Venue use.

COVID-19

All bookings are subject to and must comply with any Public Health Orders that may be in place at the time of the Event - [COVID-19 \(coronavirus\) | NSW Government](#). Additionally:

1. Conditions of Entry and venue signage (including COVID Safe Check-ins, where applicable) must be observed and adhered to;
2. In the event where a COVID Safety Plan is required, a current copy must be provided to TRC prior to the Event commencement;
3. It is strongly encouraged that where possible, use of shared/public amenities (including toilets and change rooms) be kept to a minimum. It is therefore recommended that Event participants present to the venue ready to play/swim.

It is the sole responsibility of the Hirer to provide Event participants with the above information and restriction requirements prior to the Event, and to enforce all COVID-19 related conditions and requirements throughout the Event's duration.

TRC reserves the right to cancel any booking, at any time, if a Hirer is considered in breach of these conditions, or to meet adjusted State/Federal Government requirements in managing the pandemic.

Destination Tamworth

Destination Tamworth can provide assistance with accommodation bookings, ticketing and reservations systems as well as marketing and promoting your event. For more information, contact TRC's Business and Events office on (02) 6767 5555.

Development Approvals and Temporary Structures

In addition to securing booking approval through TRC's OBS, your Event may require separate Development Approval (DA) if the Event:

- a) is likely to impact the environmental resources associated with the Event location;
- b) is likely to have an impact on Aboriginal cultural heritage sites or items;
- c) is to be held on land that is subject to natural hazards, such as bushfire prone or flood plains;
- d) will require on site overnight stays, by either Event personnel or participants;
- e) will have any impact on traffic flow on State or main roads; or
- f) temporary structures do not meet the standards outlined below.

Erection and use of temporary structures must comply with legislative standards outlined in the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, specifically Part 2 ➤ Division 3:

- Subdivision 1 General requirements for temporary uses and structures;
- Subdivision 7 Tents, marquees or booths for community events; and
- Subdivision 9 Stages or platforms for community events

For more information, please refer to State legislation at <https://www.legislation.nsw.gov.au/#/view/EPI/2008/572>.

Events undertaken in the following locations *do not* require a DA:

- Bicentennial Park
- Viaduct Park

A DA can take **six to eight weeks** to process, which should be taken into consideration when planning and booking the Event.

The Hirer is responsible for any associated DA fees that may be applied.

For more information or clarification on the need for a DA, please contact TRC's Development Hub on (02) 6767 5555.

Electricity

The Hirer is not to interfere with any electrical wiring, switchboard or sound equipment at a Venue, and any electrical appliances to be used must be Tested and Tagged.

Not all TRC Venues have accessible power. Should an Event require power at a location where power is not accessible, it is the responsibility of the Hirer to source suitable alternative power supplies.

Event Signage

Written TRC approval is required prior to the installation of any temporary or permanent signage (e.g. advertising or sponsorship). Should the Hirer wish to discuss the installation of signage, please contact the Sports and Recreation office on (02) 6767 5555.

Fees and Charges

Fees for hire of TRC sport and recreation Venues are charged in accordance with the current TRC AOP. Totals will vary depending on the event purpose, customer type, location and duration, and will be detailed in the booking confirmation.

Where payment is required upon submission of the booking, the event is only permitted to proceed if payment is made within the requested timeframe. TRC reserves the right to cancel your booking if payment is not received within the allotted time period.

Applications will NOT be considered if the Hirer has outstanding charges owed to TRC from previous hire of TRC sports or recreation Venues.

A bond is not required prior to the event, however TRC reserves the right to charge the Hirer for any costs associated with restoring a Venue to its pre-booking state, replacement of lost or damaged equipment, or potential loss of revenue, if deemed necessary by TRC staff.

Fee Waivers and Subsidies

The quoted fees for hire have already had any standard applicable subsidies applied.

For information on further fee waivers and subsidies offered by TRC, please refer to the website: www.tamworth.nsw.gov.au.

Filming and Photography

TRC complies with the Local Government Filming Protocol and encourages filming and photography in the TRC area.

A permit is required for any filming or photography project to be undertaken on, from or of TRC owned property, particularly for larger and/or commercial projects.

For more information, or to apply for a permit, please contact TRC on (02) 6767 5555, or refer to the website: www.tamworth.nsw.gov.au.

Fireworks

The desire to launch a firework display from Council land requires specific approval.

A licenced pyrotechnics company must be engaged to provide the display, and a copy of their Public Liability Insurance (to the minimum sum of \$20 million) must be provided to TRC, along with a copy of the Event's Risk Assessment.

Rural Fire Service (RFS) approval is also required (to be obtained independently), and must be supplied to Council, prior to the Event.

Floodlighting

If floodlighting is required for the undertaking of night time activities, this must be identified at the time of booking. Access to lighting must be granted by TRC staff, and usage will be monitored and charged for in accordance with the AOP and the terms and conditions outlined below.

The Hirer will be charged for the number of hours in which lighting has been booked, as a minimum. Actual usage will be monitored by TRC, and any use in excess of the time booked may be charged back to the Hirer, post booking. Where the booked lighting duration is less than the actual usage, the hirer will be charged the booked duration with no price adjustment for the unused time.

Not all TRC sport and recreation Venues have event lighting. Should lighting be required at a Venue that is not equipped with the infrastructure, it is the sole responsibility of the Hirer to make sufficient, external arrangements.

The lighting access provided to Hirer's is their responsibility, and any misuse of lighting or its access may result in temporary suspension of use of lights.

Food / Sale of Goods

The Hirer must not conduct a stall, kiosk, shop or booth in any form for the purpose of selling, dispensing or exchanging of any items, including goods, food and beverages, unless explicit written approval is obtained from TRC prior to the event.

A list of participating sellers/vendors must be provided to TRC prior to the Event, and all food-based suppliers must register via the Food Notification Form on Council's website: www.tamworth.nsw.gov.au.

At all times the storage, preparation and handling of food must comply with the *Food Act 2003* and the *NSW Food Authority's "Guidelines for Food Businesses at Temporary Events"*.

Before selling any food, the food preparation and service areas must be inspected and approved for use by a TRC Environmental Health Officer (EHO). Contact (02) 6767 5555 to arrange an inspection.

Food preparation and storage areas can be inspected at any time food is being sold.

Indemnity and Insurance

The Hirer will obtain **Public and Products Liability Insurance to the minimum coverage of \$20 million**, or such other sum as may be required by TRC from time to time. The insurance cover obtained will:

- be specific to the Event or be extended to include the Hirer's liability arising from the Event;
- have TRC noted in the Policy for respective rights and interests;
- be issued in the registered company name of the Hirer or, where the Hirer is not incorporated, in the full names of all of the Hirers;
- have a Limit of Indemnity of not less than \$20 million for any one occurrence. (TRC may require a higher Limit of Indemnity in certain circumstances);
- be in force for the currency of the Event; and
- provide indemnity in respect of all unregistered vehicles, plant and machinery used in the execution of the Event.

The Hirer must supply a current Certificate of Currency to TRC in confirmation of the above, upon submission of a booking via the OBS.

Any service providers using or servicing the site in conjunction with the Event, (including, but not limited to marriage celebrants, caterers, musicians, photographers, amusement device operators etc.) must provide:

- a copy of their current Certificate of Currency for Public and Products Liability Insurance; and
- a copy of their current **Certificate of Currency for Workers Compensation Insurance**.

It is the responsibility of the Hirer to supply these documents to TRC upon submission of a booking.

The Hirer must comply with all legislative obligations relating to the use and occupation of a Venue, including but not limited to Workplace Health and Safety, environmental management and planning laws.

By proceeding with the Event, Hirers agree that they have undertaken their own assessment of the suitability of the Venue, and are aware of any or all inherent risks associated with the activities they propose to undertake. In doing so, the Hirer indemnifies TRC in respect of all property loss or damage, personal injury or death arising out of any matter related to the Hirer's use of the area regardless of whether such loss, damage, injury or death is direct, indirect, special or consequential.

Public Nuisance and Offensive Noise

Offensive noise is defined in the Protection of the Environment Operations Act 1997 as noise:

- a) that, by reason of its level, nature, character or quality, or the time at which it is made, or any other circumstances;
 - i. is harmful to (or is likely to be harmful to) a person who is outside the premises from which it is emitted, or
 - ii. interferes unreasonably with (or is likely to) with the comfort or repose of a person who is outside the premises from which it is emitted, or
 - iii. that is of a level, nature, character, or quality prescribed by the regulations or that is made at a time, or in other circumstances, prescribed by the regulations.

Noise should not be heard in a habitable room in a neighbouring residence:

- Before 8am and after midnight on any Friday, Saturday or the day immediately before a public holiday; or
- Before 8am and after 10pm on any other day.

The use of amplification devices may be prohibited at the discretion of TRC.

The Hirer is to ensure that traffic and parking is controlled so as to minimise any inconvenience to residents and visitors to the area.

Risk Assessment

The Hirer is responsible for undertaking all Risk Assessments associated with the Event and is to provide a copy of the completed Assessment to TRC on submission of the booking request.

Safety and Security

Venue signage, Conditions of Entry and respective Management Plans are to be adhered to by the Hirer and all patrons and participants of the Event at all times.

The Hirer is responsible for ensuring they are aware of emergency evacuation procedures and meeting points for the Venue (where applicable).

Fire Exits must be kept clear and accessible at all times.

Any incident or injury must be promptly reported to TRC staff.

Hazardous materials such as glass and other sharp objects are not permitted within the Venue.

The Hirer is solely responsible for ensuring that appropriate security, health and safety measures are undertaken in relation to the Event and all associated suppliers, contractors, organisers, patrons and participants. This includes but is not limited to crowd control, risk assessments, first aid and need of security personnel and infrastructure. TRC does not provide such services for events. It is the responsibility of the Hirer to make these arrangements if required.

Any approval granted by TRC to the Hirer to hold an Event at a TRC sport or recreation Venue is approval to conduct a 'social gathering' only. Approval does not give exclusive use of a Venue, nor does it give the Hirer any rights or permissions to approach or relocate other Venue patrons.

Unless arrangements are made with and confirmed by TRC prior to the event date, secured Venues such as pools, the NICSE, the Botanic Gardens or Marsupial Park, will be closed as per their operating hours. Fees may be applied if the event requires such Venues to stay open beyond normal operating times.

Any keys distributed to the Hirer for access to the Venue or supporting amenities is done so temporarily, with all keys remaining the property of TRC. The Hirer is accountable for the loss of or damage to keys and locks and any subsequent Venue damage or theft that may occur as a result.

In an effort to maintain the security of TRC Venues and the safety of patrons, numerous Venues are monitored under CCTV surveillance. Footage captured by this surveillance can be used to support the pursuit of legal action against vandals and offenders.

Site Induction

The Hirer must be inducted onto the Venue by authorised TRC staff prior to any Event bump in (including school sporting events).

Additional onsite meetings can be arranged with TRC officer staff prior to the Site Induction if required. Please contact TRC's Sports and Recreation office on (02) 6767 5555 to arrange.

Site Plan

A site plan of the event area, drawn to an appropriate scale, is to be submitted to TRC at the time of booking, and should include the location of any associated temporary structures and equipment.

Smoking

The Hirer is responsible for ensuring that no smoking is permitted inside any TRC Venue (including public amenities), and that the conditions outlined in the *Smoke-free Environment Act 2000* and TRC's *Smoke-free Environment Policy* (accessible on Council's website: www.tamworth.nsw.gov.au) are adhered to by all present at the Event.

Subletting

The Hirer/user is not permitted to sublet any space or facility within a Venue to another Hirer.

Toilet and Change Room Facilities

TRC is responsible for the adequate provision and servicing of public amenities at its sport and recreation Venues.

Should a Hirer request additional cleaning of the Venue facilities throughout the duration of the Event, this must be identified at the time of booking. TRC can arrange the additional cleaning, however the service will be the financial responsibility of the Hirer.

The Hirer is responsible for organising any additional toilets (i.e. portable facilities) required through a licenced provider.

Desired placement of portable toilet units should be included in the Site Layout and discussed at the Site Induction. Units are not to be positioned near food areas (including barbecues or drinking water supplies).

Traffic Management

If the Event involves the use or closure of public roads or potentially has an effect on local roads, the Hirer may be required to complete a *Traffic Management for a Special Event* application. Applications are assessed by the Tamworth Regional Local Traffic Committee on the first Wednesday of each month, and should be submitted a minimum of two weeks prior to the next meeting date. Fees and charges may apply if TRC is required to implement traffic control measures on the Event date.

Please refer to the TRC website (www.tamworth.nsw.gov.au) or contact TRC's Road Maintenance staff on (02) 6767 5555 for more information on this process and requirements.

Vehicles and Parking

Vehicles must be parked in designated parking areas and not on any grassed area or footpath unless otherwise authorised by TRC. Any vehicles found to be parked illegally may be penalised.

Only vehicles authorised by TRC are permitted to enter a TRC Venue, and only after a Site Induction has been carried out between TRC staff, and the Hirer.

Venue Closures and Operating Hours

Venue operating hours are displayed on TRC's website, the MyTRC app, and within the respective Venue's information page in the TRC OBS.

Venue closure within normal operating hours will be communicated and publicised when possible, however TRC reserves the right to close any sport or recreation Venue at any time due to inclement weather, impact to public safety, impact to the integrity of the Venue or any other reason TRC officers determine as valid.

Should inclement weather prevent the Event from proceeding, fees for Venue hire may not be charged, however, any fees pertaining to additional services such as cleaning and waste management may still be applied.

Waste Management

TRC is responsible for the adequate provision and servicing of waste facilities at its sport and recreation Venues for general public use only.

If an Event is anticipated to generate waste through the sale/provision of food, drink or other goods, then the Hirer is required to arrange (and is financially responsible) for use of event bins (see below).

Hirers are to leave the Venue in a clean and tidy condition at the completion of use. If they fail to do so, TRC reserves the right to charge Hirers for the clean-up of the Venue. In the event that there is a dispute between Hirers of the same Venue, and damage cannot be attributed to a single Hirer, the associated costs will be split between all Hirers of the Venue over the respective booking period.

If upon arrival the Venue already has excessive rubbish, the Hirer should promptly notify TRC officers.

Bins may be moved while fields are being used to areas deemed more appropriate by the Hirer. Moving of bins requires adherence to the following conditions:

- recycling and general waste bins must always accompany one another (where supplied); and
- all bins must be returned to their original position to enable servicing (rubbish collection).

Special Event Bins

Events are NOT permitted to use existing public place bins, which are required to accommodate general public use of the Venue throughout each week.

The Hirer has the option of either using a Private Waste Contractor OR the services available under TRC's Waste Contract for Special Event Bins.

In selecting the Special Event Bin option, the Hirer agrees to the following:

- in the event that the nominated number of bins is deemed insufficient for the Event type, TRC reserves the right to adjust the number of bins ordered;
- all Event Bins will be delivered to one central location, prior to the event. It is the sole responsibility of the Hirer to distribute bins across the Venue, as desired, and return all Event Bins to the point of delivery, prior to servicing/collection;
- unless being delivered to a secure facility, all Event Bins will be secured with a chain and padlock upon delivery, to prevent theft and vandalism. The Hirer is responsible for the security of all bins once delivered, and is to present all bins (re-secured) to the original point of delivery for servicing and final collection;
- the Hirer is financially responsible for the reservation and servicing of the bins, regardless of whether or not the Event proceeds. If TRC is notified of Event cancellation with sufficient notice to advise the contractor, or if TRC cancels the booking/request, then these fees will not be applied;
- should an Event Bin be damaged or go missing, then a replacement fee for each effected bin will apply and be invoiced;
- use of the equipment is at your own risk and TRC is not liable for any damage or injury caused by the equipment;
- TRC's Waste Contractor remains the owner of the equipment supplied; and
- should the Venue be left in an untidy or unsanitary condition following the Event, associated costs for clean-up will be charged back to the Hirer.

Waste Water

Any waste water generated by caravans or portable amenities must be contained in collection tanks or disposed of at approved waste collection points. Waste water, including grey water, should not be discharged to the ground or to a position where water pollution could occur.

To book an inspection or for any enquiries regarding waste water discharge, contact TRC's Environment and Health Department on (02) 6767 5555.

AQUATIC FACILITIES

Below are Terms and Conditions which are specific to the use/hire of aquatic facilities in the Tamworth region. General Terms and Conditions outlined in this document also apply to the use/hire of these venues.

Use of a TRC Aquatic Facility is subject to the *Conditions of Entry, Pool Rules and Aquatic Management Plan*. TRC reserves the right to remove any person from an Aquatic Facility for the refusal to comply with these conditions.

Professional coaches and instructors (not employed by resident swim clubs or water polo) are required to submit a booking in order to conduct any training at any TRC Aquatic Facility.

At least one supervising teacher must possess a recognised current certificate in Cardiopulmonary Resuscitation (CPR).

Teachers or school appointed delegate instructors engaged to instruct in *Learn to Swim* classes must possess the *AUSTSWIM Teacher of Swimming and Water Safety* Qualification.

TRC endorses Royal Life Saving Australia's *Keep Watch at Public Pools* program. For more information on this program, visit the Royal Life Saving Australia website: <https://www.royallifesaving.com.au/programs/keep-watch-toddler-drowning-prevention-program/keep-watch-at-public-pools>.

Only articles of clothing considered and sold as swimwear are to be worn in the pool.

Children (under 10 years) will not be permitted entry to an aquatic facility unless they are accompanied by and under the active supervision of a person 16 years or older.

Diving

A dive is defined as entry into water where the upper body (hands, arms and head followed by the torso and lower limbs) enters first during activities.

"No Diving" signage is displayed in areas where it is considered unsafe to dive from the poolside, and must be adhered to.

In water depth less than 900mm dive starts are not permitted. All Events should commence in the water.

Only qualified swim coaches, lifesaving instructors and licensed swimming and water safety teachers should instruct safe water entries and diving skills.

Any Hirer wishing to conduct dive starts into the shallow end of a pool for relays must conduct a Risk Assessment of the activity before the Event, and acknowledge full responsibility for the potential consequences arising from the activity.

NORTHERN INLAND CENTRE OF SPORTING EXCELLENCE (NICSE)

Below are Terms and Conditions which are specific to the use/hire of NICSE facilities. General Terms and Conditions outlined in this document also apply to the use/hire of these facilities.

Tamworth Regional Athletics Centre

Use of the Athletics Track requires specific footwear in order to maintain the condition and integrity of the track surface:

- appropriate footwear must be worn at all times (i.e. no running in bare feet or in football boots);
- football boots/cleats are not to be worn within the track enclosure;
- recommended spike sizes for spiked shoes: maximum 7mm dome, pyramid or xmas tree type implements and maximum 9mm for jumps.

Chewing gum is not permitted on the Track or the throwing or jump areas.

When wearing the appropriate spiked shoes, use of approved starting blocks (or those provided by TRC) is required for sprint Events.

Training is not permitted on the inside lanes 1 and 2 of the Track.

Squad sprint training should be restricted to the back straight where possible.

Tamworth Sports Dome

Food and drink is prohibited on the indoor courts, with the exception of water.

Appropriate footwear is to be worn on indoor courts – no high heels or football boots/cleats.

Tamworth Sports Dome does not provide sporting equipment to hirers. Any and all equipment required must be independently sourced by the hirer.

PARKS AND RESERVES

Below are Terms and Conditions which are specific to the use/hire of parks and reserves in the Tamworth region. General Terms and Conditions outlined in this document also apply to the use/hire of these venues.

Weddings and Ceremonies

There is to be no paper or synthetic confetti of any kind. Organic materials such as flower petals may be used, providing that they are cleaned up to the best of the Hirers ability at the conclusion of the Event.

TURF SPORTING FIELDS

Below are Terms and Conditions which are specific to the use/hire of turf sporting fields in the Tamworth region. General Terms and Conditions outlined in this document also apply to the use/hire of these venues.

Clubhouse and Amenities Usage

The need for use of sporting clubhouses or amenities must be identified at the time of booking via TRC's OBS.

TRC has each clubhouse professionally cleaned during each seasonal change over, however "resident" sports are responsible for the maintenance of these spaces throughout their respective sporting season.

As shared use facilities, Hirer's must leave these areas in a clean and tidy condition, accessible and secure. If the facility needs to be cleaned, equipment moved or the facility secured by TRC, then additional fees may be charged to the Hirer.

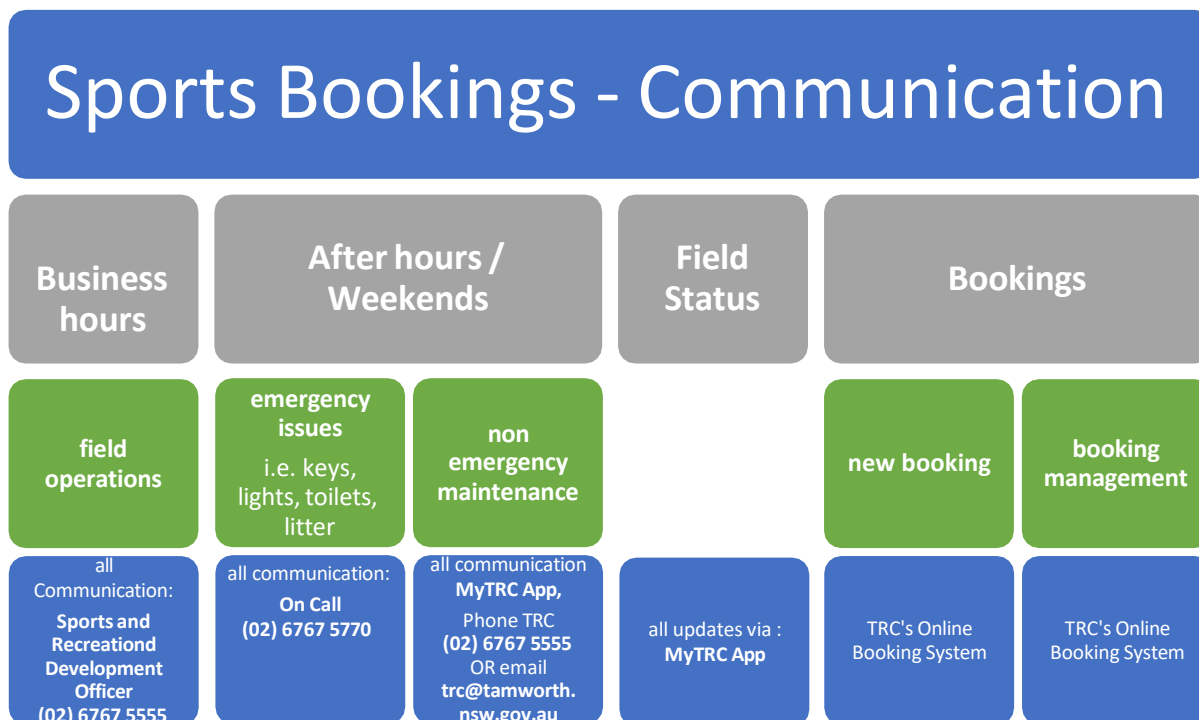
Use of the clubhouse is for the booking period only. All Venues must be vacated by 10:00pm, unless otherwise approved by TRC prior to the Event.

The Hirer is financially responsible for any damage to the clubhouse whilst it is in their use.

TRC does not insure or provide any form of indemnity for any sporting equipment, structure, items or personal property stored, placed or left in any building, structure, or on the grounds of the Venue.

Communication

Communication Flow Chart Table 1.



Field Preparations

Turf Field Preparations can be undertaken weekly, fortnightly, once (for casual bookings) or not at all. The preferred frequency of field preparations must be specifically identified/requested through the booking process by the Hirer. If not identified, TRC staff will not undertake field preparations for the booking.

Field preparations are only undertaken for competition-based bookings. Sports specific preparation is not available for training purposes.

Renovation Periods

To ensure TRC provides quality turf sporting Venues, routine maintenance is scheduled twice annually to undertake renovation/improvements to the playing surface and prepare for the incoming season.

Turf 'recovery' between seasons (ideally six weeks) is essential to improve drainage, reduce rootzone compaction, aerate the soil and allow the grasses to grow back. Without this time to recover, sports fields rapidly become bare and unplayable.

Therefore, during this period, TRC will limit the use of these Venues, where at all possible. If a booking is required during the scheduled maintenance period, TRC will negotiate with the Hirer to explore alternate options, however no guarantee is assured.

TRC reserves the right to adjust seasonal field closure dates, as deemed necessary by TRC staff.

Wet Weather Closures

TRC reserves the right to close a sports ground after a ground assessment has determined that using the ground will cause adverse damage to the playing surface. Field assessments are conducted by TRC's Sports and Recreation Supervisors, who are qualified in Turf Management.

Weekdays – sports field assessments to be **undertaken at approximately 8:00am and 2:00pm**, with afternoon inspections determining the field status for that evening and potentially the following day.

Weekends – sports field assessments to be undertaken at 2:00pm on Friday afternoon, which will determine if a sports ground is open, closed or decision pending. 'Decision pending' will be issued if inclement weather is possible to change the field status prior to play. In this instance, TRC will confirm the field status by 7:00am the respective day to the appropriate Hirer, and on the MyTRC App.

A field status will not be determined before 2:00pm for a booking scheduled for the proceeding day or weekend, regardless of the Event, as fields may be closed for extended periods.

When determining if a sports ground is closed the following conditions are taken into consideration:

Condition	Definition
Water pooling on playing surface	<ul style="list-style-type: none">Water pooling on the surface of playing fields indicates the soil is saturated or poor drainage.The location of the field and the soil type present impacts a field's ability to drain water.
Playing surface soft underfoot	<ul style="list-style-type: none">The level of dampness of the turf surface can determine how well the field can stand up to the rigours of sporting activities without the quality of the surface being affected.
Sport impact on field	<ul style="list-style-type: none">Different sports impact a playing surface differently. This includes, but is not limited to player age, player size, number of participants, nature of sport & equipment used (i.e. cleats).
Current field condition	<ul style="list-style-type: none">A field in poor condition has an uneven playing surface and bare patches of no or limited grass coverage (namely in high traffic areas).A field in good condition has an even playing surface and consistent grass coverage.
Weather forecast for usage time	<ul style="list-style-type: none">Rain or other extreme weather events can result in water pooling on playing surface making the playing surface soft under foot and increase a sports impact on a field or the field's current condition.This information is sourced from the Bureau of Meteorology at time of field inspection.
Nature of field use	<ul style="list-style-type: none">Competition field,Training field, orMultipurpose field

It is the responsibility of the Hirer to be aware of field status at all times. If weather or playing conditions change mid match/competition, the Hirer is required to refer to the Communication Flow Chart Table 01 and make their own assessment.

If inappropriate use of a sports field during wet weather leads to damage (the physical harm causing impairment to the usefulness or normal function of the ground which would have otherwise remained open for use in normal circumstances) of the playing surface, TRC will manage the rehabilitation of the fields and may seek recovery of costs from the Hirer, cancellation of training sessions, and cancellation of competition games.

RESPONSIBILITY OF TAMWORTH REGIONAL COUNCIL

TRC will use its best endeavours to ensure that the Venue is prepared prior to the Event's commencement, however it remains the responsibility of the Hirer to ensure that the Venue is fit for purpose.

Privacy

Personal information supplied to or collected by TRC will only be stored and processed by TRC for lawful purposes directly related to the functions and activities of TRC. Any personal information supplied will only be disclosed to a third party for the purpose of performing a lawful function or activity and for no other purpose. Disclosure of personal information to a third party will be in accordance with TRC's Privacy Management Plan.

RESPONSIBILITY OF THE HIRER

The Hirer and/or its contractors, agents and servants are the sole organisers of the Event and will undertake all supervision, safety planning and public security associated with the Event.

TRC may supply certain services to the Event. Such supply shall not be construed as to give TRC any responsibilities in respect of supervision, safety planning or security.

No form of publicity or advertising shall state or imply that TRC is an organiser or co-organiser of the Event. The name and/or logo of TRC may only be used with the express written permission of TRC.

The Hirer must be 18 years of age or greater. The Event shall at all times be supervised by a competent person/s over the age of 18 years.

The Hirer must assess the condition of the ground immediately prior to occupation and determine whether the ground is fit for intended use.

The Hirer will ensure that a reasonable Care of Premises is adhered to, in that:

- only those vehicles involved with preparation of the Event, and that have specific approval from TRC, are allowed on grassed surfaces and that all care must be taken;
- the Hirer must promptly report any damage of property or incidents or injury to TRC staff;
- the Hirer will be held responsible for any damage which may occur to the Venue, which may include financial costs for repairs/reinstatement;
- the Hirer will ensure that no stakes, pegs, spikes, nails or similar shall be driven into any surface without specific permission from TRC staff. Any need for such fastenings should be referred to TRC staff prior to the Event; and
- the Venue in its entirety are to be left in a clean condition after the Event. Failure to do so may result in financial costs being charged back to the Hirer.

DISCLAIMERS

The granting of consent to use any TRC sport or recreation Venue for any purpose is solely at the discretion of TRC. Any proposed use that may be considered to be contrary to the purpose and amenity of the reserve will not be permitted. Particular scrutiny will be given to activities on any reserve that recognises or pays tribute to past Events or people.

TRC reserves the right to refuse a booking where TRC staff believe the proposed Event may not be in the public interest. Disputes over this matter shall be referred to TRC's General Manager whose decision shall be final.