

TERMS AND CONDITIONS COMMUNITY EVENTS

TERMS AND CONDITIONS

1. **Event Confirmation:** Event is not confirmed until written approval has been received by the client.
2. **Advertising:**
 - A. Advertising can commence upon confirmation of your event. You cannot advertise individual/specific components of your event (i.e. food stands, amusement rides etc) until approvals and permissions have been granted from Narrabri Shire Council (Council).
 - B. All signage needs to be authorised by Council.
 - C. No permanent signage is permitted.
 - D. All temporary signage must be removed at the end of each day.
 - E. The client may only advertise in accordance with Council's guidelines and must not promote any alcohol or tobacco products on the premises.
 - F. Council's logo is not to be used on any event artwork or documentation without permission from Council.
3. **Insurance:** A Public Liability Certificate of Currency for not less than \$20M for any one event must be submitted with every application. The policy must cover the specific activities the applicant's club/organisation is applying for. If insurance expires during the booking period, the client must provide Council with valid insurance details no less than 7 days prior to the insurance expiry date or the booking will be cancelled at Council's discretion. The client is responsible for property insurance covering all equipment and contents owned by Council within the facility.
4. **Payment of Fees and Charges:** A pro forma invoice of fees and charges appropriate for your event will be provided at the time of confirmation. Approximately fourteen (14) days after the conclusion of your event an invoice will be issued for payment.
5. **Entry Fees:** The applicant is not permitted to charge, or to collect money from any person for the entry to the facility without prior written approval from Council.
6. **Cancellation:**
 - A. Cancellation of Agreement by Council: Due to circumstances beyond control of Council, Council may at its absolute discretion, cancel all or part of this agreement to hire by giving the client at least ten (10) working days' notice in writing. The client acknowledges this right and agrees to irrevocably waive all rights to pursue any claim it may otherwise have in respect of any such cancellation.
 - B. Cancellation of Agreement by The Client: Notice of cancellation must be given in writing to Council. Cancellation of an event may incur a fee.
 - C. Cancellation fees are determined by the below timeframes:
 - i. Between 30 and 60 days prior to event commencement – no fees charged
 - ii. Between 30 and 15 days prior to event commencement – 25% of estimated event charges
 - iii. Fewer than 15 days prior to event commencement – up to 100% of estimated event charges at the discretion of Council

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TERMS AND CONDITIONS CONTINUED

7. **Date Transfers:** Requests to move the event to a different date must be made in writing to Council. The event may be transferred to an alternate booking date at Council's discretion. No other variations to the booking will be accepted as part of the transfer unless approved by Council.
8. **Bond:** Where the size or nature of the event warrants it, Council may require the lodgement of a bond of up to \$2,500 to be banked into a 'holding account' prior to the event. Subject to the satisfactory completion of the event without damage or incident, the bond will be fully refunded within 72 hours of the events completion.
9. **Damage to Property or Equipment:** On any occasion that Council's property and equipment is damaged or stolen due to the actions of the client or its guests, such costs associated with repairing or replacing the property or equipment will be the responsibility of the client. The client accepts full responsibility for any loss or damage to any personal property (including money, jewellery and credit cards), property on hire or loan and any contents stored in the facility.
10. **Cleaning:** The client may incur additional charges where an event has created cleaning requirements, which is considered to be over and above normal cleaning. Cleaning will be charged at \$70 per hour per cleaner. Please note toilet amenities are cleaned in line with Council's scheduled cleaning program. If additional cleaning is required prior to or after the event, this is the responsibility of the client. Council can be engaged to organise cleaning for a fee which will be quoted by Council on request.
11. **Consumption and Sale of Alcohol:**
 - A. The client must obtain the appropriate permit from Liquor & Gaming NSW and gain express permission from Council for the sale, supply and/or consumption of alcohol. The client agrees to comply with any directions given by Liquor & Gaming NSW, Police or Council officers in respect to the provision of alcohol.
 - B. The client must ensure all persons who will be carrying out the sale of alcohol holds a valid Responsible Service of Alcohol Certificate which prevents intoxication in accordance with the harm minimisation principles contained in New South Wales Liquor laws.
 - C. The applicant must consider if the area where alcohol is requesting to be sold/consumed is an alcohol free zone. If so, a Request for Suspension of Alcohol Free Zone form can be found on Council's website and must be completed at least 2 months prior to date required to be reviewed. Further information regarding the location of Alcohol Free Zones can be found on the map/s on Council's website.
 - D. Consumption of alcohol from glass bottles is strictly prohibited. Glass containers and bottles are not permitted in any area of the Council's facilities.
12. **One Music License:** The client shall be held responsible for organising and applying for a license through One Music to play music at their event. This includes live music and/or recorded music, even if that music is solely used for background music.
13. **Smoking:** Section 6A of the Smoke-Free Environment Act 2000 bans smoking in spectator areas at public sports grounds and other recreational areas. Other outdoor sporting facilities, such as local council playing facilities, are also covered by the law. The law applies to both covered and uncovered spectator areas whether seating is provided or not. This non-smoking act is to be enforced by the client.
14. **Vehicles and Parking:** No vehicle motorised or otherwise shall be taken onto any playing or grassed surface without authorisation from Council. The only exemption to this provision is emergency services vehicles such as Ambulance, Police and Fire Brigade. The client must control parking and ensure that all vehicles are parked correctly within the areas provided and that no vehicle is parked on the grassed areas or in front of any driveways.
15. **Noise:** Noise levels are to meet Environment Protection Authority requirements.
16. **Lights:**
 - A. Narrabri – Floodlights at Narrabri facilities are operated by an SMS code. Failure to turn the lights off by 10.00pm will incur any additional charges until the lights automatic turn off occurs or they are turned off manually by Council.
 - B. Wee Waa/Boggabri – Floodlights at Wee Waa and Boggabri are set up to turn on and off automatically. It is the client's responsibility to provide Council with the times the lights are required.

CERTIFICATION

In signing these terms and conditions, I acknowledge that:

- I accept full responsibility for repair or replacement of the equipment in the event of damage, theft or loss during my booking
- I understand that any cost for replacement, repairing or cleaning of the facility may be charged to me as a result of improper use
- I agree to contact Council to request additional booking dates/time outside those listed in this application
- I understand I am responsible for payment of all costs incurred in relation to this booking
- I agree for the organisation's contact details to be available on Council's website, Community Information Directory and to local residents.

In signing this form, I acknowledge that I have completed all required information to the best of my knowledge. I also agree to indemnify Narrabri Shire Council against all actions, claims, demands and proceedings whatsoever in relation to personal injury or property damage caused by or arising out of or in connections with the supply or provision of the event by the Event Organiser.

Name of Applicant _____ Signature _____ Date _____

OFFICE USE ONLY

Date Received

CRM Reference No.

Council Representative