

Requests for use of an open space banner site are assessed on a case-by-case basis. If the request is approved a Booking Contract and invoice will be issued. The Booking Contract will outline specific terms and conditions relating to your activity at the specified location.

The following outlines the general terms and conditions which apply to hirers who book an open space banner site. All conditions must be read and accepted by the hirer on submitting an enquiry.

Text and graphics on each banner must comply with the Council Policy [Display of Banners and Promotions on Council Facilities](#)

1. Indemnity and Insurance

- 1.1. Organisations booking an open space venue are to effect at its own cost Public Liability Insurance for a cover not less than \$20,000,000 for each claim, in the names of Northern Beaches Council as owners and your organisation as occupiers of the area concerned, as their respective rights and liabilities.
- 1.2. You are responsible for ensuring all third parties and any contractors brought on site have the appropriate insurance and qualifications. Each contractor must be made aware of any Council requirements relevant to their operations (as listed in these terms and conditions).

2. Fees and Charges

- 2.1. The relevant booking fees are per Northern Beaches Council's adopted fees and charges, an approved grant or by a resolution of Council.
- 2.2. Any changes to a confirmed booking may be subject to further fees and charges.
- 2.3. Refunds are only provided if Council closes a banner site or where at least 2 business days notice is provided by the hirer prior to the booking.
- 2.4. A fee may be applied if a confirmed booking is cancelled to cover processing and administration costs.

3. Safety and Risk Management

- 3.1. Due to the height of the banner poles, the actual placement and removal of the banners may be considered a hazardous activity. It is your responsibility to ensure that any person erecting the banners is over 18 years of age and is competent at working with heights. You must be satisfied with the evidence of competency prior to engaging such a person to undertake this task. A ladder is required at most locations.
- 3.2. That you undertake a risk assessment of the site prior to use to determine if it is fit for the intended use. Appropriate action should be taken to remove and/or rectify any risks; if a risk cannot be nullified the venue is not to be used. Council should be notified of any safety risks or issues as soon as possible.
- 3.3. You are responsible for taking all necessary precautions to ensure the safety of those involved in the installation of the banner. All equipment used must be appropriate for the activities and in safe working condition.
- 3.4. Council does not take responsibility for any loss or damage to your banner or as a result of any equipment or materials associated with your booking.

- 3.5. You are responsible for taking all necessary precautions to ensure the safety of those involved in the installation of the banner. All equipment used must be appropriate for the activities and in safe working condition.

4. Installing banners

- 4.1 Please write the dates of your fourteen (14) day booking on the back of the banner in permanent marker. This will enable others to see the validity of your booking. Approvals are from Monday 09:00am to Sunday 23:00 for a fortnightly booking. Should you require to remove your banner on the Monday morning (due to external contractors), please contact Council for approval. All removal of banners is to be conducted no later than 08:00am.
- 4.2 Your banner booking must adhere to the specific banner spot at the particular location. If you have booked banner spot 1, your banner must be located in the top position.
- 4.3 If there is not a space available at the site on the first day of your booking you may take down any banner that no longer has approval from that date. The dates should be located on the back of each banner. Council can be contacted during office hours on 02 8495 5009 (Monday to Friday, 8.30am to 5.00pm) to confirm which banner may be taken down. If you are installing a banner outside these hours it is recommended you contact Council prior to get a list of approved banners. Please fold up the removed banners and place at the base of the banner poles.
- 4.4 It is your responsibility to remove your banner/s from the poles and site by end of the booking period. Any banners erected without approval or left onsite beyond the approval booking period may be impounded and only be released for a fee.
- 4.5 All materials used to secure the banner including ropes, cable ties and string are to be removed and correctly disposed of at the conclusion of your booking.
- 4.6 All banners installed at the site are at your own risk. Council does not take responsibility for any loss or damage to a banner.
- 4.7 Banners must be appropriately wind rated and secured to ensure public safety in the case of severe weather conditions. It is your responsibility to review the set up and adjust accordingly to manage the onsite risks.
- 4.8 Council reserves the right to amend or cancel this booking at any time due to non-adherence to this Contract or to close any venues and/or facilities due to wet weather, emergency maintenance, major works and events and/or COVID-19 related reasons. Use of a facility when closed or without a booking may jeopardise future approval.
- 4.9 An approved booking cannot be transferred, sublet or sold to another person, group or organisation under any circumstances.
- 4.10 The hirer is responsible to ensure that all attendees are aware of and adhere to the terms and conditions of the booking and that they adhere to and follow any reasonable directive given by Council staff.

5 Locations

- 5.1 All banners must adhere to the sizes as detailed below for each site, or risk removal:
- **Avalon - Barrenjoey Road** (adjacent to the entry of the beach car park)
Max. height 1.50m and width 4.00m



- **Brookvale - Condamine St Fence** (corner of Pittwater Rd and Condamine St)
Max. height 0.75m and width 2.50m
- **Freshwater - Oliver Street** (Oliver St Hill – on poles before Lawrence St)
Max. height 0.75m and width 4.00m
- **Mona Vale - Kitchener Park** (astern side at Mona Vale Road intersect)
Max. height 1.50m and width 4.00m
- **Mona Vale - Village Park** (corner of Barrenjoey Rd and Pittwater Rd)
Max. height 1.50m and width 4.00m
- **Newport - Neptune Road** (beach side of Barrenjoey Rd at Neptune Rd)
Max. height 1.50m and width 4.00m
- **Newport - The Avenue** (Barrenjoey Rd - top of hill near The Avenue)
Max. height 1.50m and width 4.00m
- **North Narrabeen - Wakehurst Parkway** (eastern side of Pittwater Rd intersect)
Max. height 1.50m and width 4.00m

6. General

- 6.1 Council reserves the right to amend or cancel this booking at any time due to non-adherence to this Contract or to close any venues and/or facilities due to wet weather, emergency maintenance, major works and events and/or COVID-19 related reasons. Use of a facility when closed or without a booking may jeopardise future approval.
- 6.2 Council encourages the use of banners made from sustainable materials and/or banners that can be reused to reduce unnecessary waste.
- 6.3 An approved booking cannot be transferred, sublet or sold to another person, group or organisation under any circumstances.
- 6.4 The hirer is responsible to ensure that all attendees are aware of and adhere to the terms and conditions of the booking and that they adhere to and follow any reasonable directive given by Council staff.
- 6.5 To make any changes to this booking or for any other enquiries please contact the Open Space Bookings team on 02 8495 5009 between 8.30am to 5.00pm Monday to Friday, or via openspacebookings@northernbeaches.nsw.gov.au