

All requests for use of open space are assessed on a case-by-case basis. If the request is approved a customised 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 all hirers who book an open space venue. All conditions must be read and accepted by the hirer on submitting an online enquiry.

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. It is your responsibility to ensure a copy of your current Public Liability Insurance is sent to Council prior to the event date and the policy is current throughout the period of the booking
- 1.2. The hirer must ensure all third parties/contractors have the appropriate insurances and qualifications.

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. A booking is not considered final or approved until payment is received. All relevant fees are payable by the due date as stated on the attached invoice. If you no longer require the booking it must be cancelled by notifying the Open Space Bookings Team prior to the event date or the invoice will remain outstanding and payable.
- 2.3. Any changes to a confirmed booking may be subject to further fees and charges.
- 2.4. A fee may be applied if a confirmed booking is cancelled to cover processing and administration costs.
- 2.5. Refunds are only provided if Council closes a venue or where at least 2 business days-notice is provided by the hirer prior to the booking. Any fees related to a requested service such as waste bins and line marking will be non-refundable if Council has already provided the service.
- 2.6. Council incurs a range of fees such as the service fee that Council (as the merchant) must pay to its bank when it accepts payments by credit card. The surcharge of 0.5% is limited to 'the reasonable cost of acceptance'. It is not refunded when a Bond is repaid by Council or when a cancellation results in a refund of a booking fee.

3. Regulations/legislations and Council Policy

- 3.1. Permission is required for the sale of food or drinks as part of your event. Please contact Council to request permission, fees may apply.
- 3.2. Any mobile and temporary food stalls operating within the Northern Beaches must comply with Council's requirements and all aspects of the Food Act 2003.
- 3.3. Alcohol Free Zones and Alcohol Prohibited Areas exist within the Northern Beaches. Check Council's website for restrictions at specific venues. Additionally, all signage displayed at the venue prohibiting or restricting alcohol must be adhered to.
- 3.4. Bottled water is not permitted to be sold or distributed during an event.



- 3.5. All NSW Road Rules and legislation apply. All vehicles must be parked in defined parking areas. Where applicable, Council's Pay and Display parking system will be in operation and Northern Beaches Council permit holders will be exempt. Permission from Council is required for any vehicles to drive on or park on any open space including grass areas, beaches or footpaths.
- 3.6. Any activities that involve road closures, traffic control and/or barricading of parking spaces requires specific Council approval. Please refer to the Implement Traffic Control Application on Council's web site for further information.
- 3.7. The hirer must comply with NSW Child Protection Legislation and ensure all requirements are met and where relevant, a "Working with Children Check" is completed. Please refer to the [Working with Children Check](#) webpage for further information.
- 3.8. The hirer must consider the surrounding area and residents in relation to noise levels for all activities, especially early morning and at night. Noise must be maintained to acceptable levels as defined by the Protection of the Environment Operations Act 1997.
- 3.9. Any noise creating works (including works relating to dismantling, loading or other noise producing activities associated with any Council approved stages, stalls, public address (PA) systems, music, amusement devices or other equipment) is not permitted before 8.00am or after 10.00pm. Council approval is required to operate outside these hours.
- 3.10. Noise generating equipment and speakers must face away from residential properties and businesses. Generators must be silenced to prevent noise nuisance.
- 3.11. All bookings must comply with Council's Single Use Plastics policy and Waste Minimisation for Functions and Events Approved by Council policy. Waste minimisation and sustainability initiatives are to be included in the promotion of the event, i.e., attendees should be encouraged to bring their own reusable bags, refillable water bottles and coffee cups to the event.
- 3.12. Polystyrene products and plastic items that are designed to be used once, then thrown away (single use plastics) are prohibited. Examples of single use plastics are plastic bags, water bottles, plates, straws, cutlery, bowls, cups, coffee cup lids, stirrers, sauce/sugar/pepper/ sunscreen sachets, product samples, promotional products. Prohibited single-use plastic includes "bio-plastic", "biodegradable plastic", "degradable plastic" or "compostable plastic" products. The way to tell is, if it looks like and feels like plastic, it is prohibited. Any product sold or distributed must be reusable or be comprised of biodegradable or recyclable material, such as paper, cardboard or bamboo.
- 3.13. The distribution of any printed material including pamphlets and/or other marketing material should be limited where possible and alternative advertising channels considered. Any promotional materials must be printed on recycled paper (80-100% post-consumer recycled content). Please note printed materials may only be distributed when requested, you are not permitted to approach or solicit members of the public.
- 3.14. Any onsite sign/promotional material must be of a temporary nature (can only go up two weeks before the event date), may only be displayed within the event area and

Updated 24 March 2023 TRIM 2021/559743

must not be hung on any trees, light poles, buildings or other Council infrastructure. All signage must be removed at the completion of the event. Please note tobacco and alcohol advertising is not permitted.

- 3.15. Council permission is required place temporary event advertising signage at a Council venue, if approved the signage may only be installed up to fourteen days prior to the event date. The signage may only be displayed within the boundaries of the venue, only be hung not permanently fixed to any infrastructure, and not be hung on any trees, light poles and buildings. Any damage caused by the presence of a sign will be invoiced accordingly. Each sign must not have a surface area of more than 6m² or be more than 5m above the ground. All signage must be removed within 2 days of the event completion. Placing any signage advertising an event at any other Council location including along footpaths and roads, playgrounds, parks, and sportsgrounds is not permissible under any circumstances. Any signage not adhering to the above requirements may be impounded, and only released on payment of the relevant Council fee.
- 3.16. Smoking is prohibited at public venues in accordance with Council's Smoke Free Zones.
- 3.17. The sound generated by an event shall be controlled and activity must not result in the transmission of 'offensive noise' as defined in the Protection of the Environment Operations Act 1997 [at the nearest affected receiver]. If, during the booking, substantiated complaints or breaches of noise conditions occur, you must immediately reduce the noise to ensure the event complies with the noise levels specified in the noise condition above. Should you require further assistance in relation to the noise levels of your event you are advised to contact a qualified Acoustic Engineer.

4. Use of the open space

- 4.1. A booking applies to the use of the location generally and does not give exclusive rights to the use of any area unless specifically noted. All facilities on the site such as barbecues and amenities are to be shared and not monopolised.
- 4.2. Any pathways, pedestrian accesses and fire and emergency exits at the venue are to be kept clear at all times.
- 4.3. Written permission is required from Council for closing any Council facilities such as car parks, barricading any parking, stopping or controlling the traffic, driving onto or parking on a reserve, the lighting of fires, fireworks, amusement devices, entertainment involving animals, installation of marquee, tents, stages and scaffolding, any pegging into the ground, PA systems, amplified and continuous music, advertising or selling via PA, sale of food and alcohol and mobile food vans (or the like).
- 4.4. Council reserves the right to close any venues and/or facilities due to wet weather, emergency maintenance, major works and/or COVID-19 related reasons. It is your responsibility to confirm the status of a venue at www.northernbeaches.nsw.gov.au/things-to-do/sports-and-recreation/fields-and-venues/sportsfields. During bad weather this page is updated at 9.00am and 3.00pm Monday to Friday and by 7.00am on weekends. Use of a facility when closed may jeopardise future approvals.

Updated 24 March 2023 TRIM 2021/559743

5. Safety and Risk Management

- 5.1. The hirer is responsible for the safety of all attendees. Appropriate first aid should be available and emergency access to the venue maintained at all times.
- 5.2. A risk assessment of the venue must be undertaken prior to each use to determine if it is fit for the intended purpose. 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.
- 5.3. For the safety of attendees, all activities should be suspended or cancelled during adverse weather conditions such as electrical storms and excessively heavy rain
- 5.4. Council does not take responsibility for any loss or damage to or as a result of any equipment or materials associated with your booking. Approval is required to place any tents, marquees or other infrastructure on a venue.
- 5.5. You are responsible for any necessary security during the event, including provision of overnight security if any equipment is onsite. Council accepts no responsibility for any equipment left at a venue.
- 5.6. All relevant SafeWork NSW legislation regulations related to the use of electrical appliances are to be adhered to. This includes all electrical leads/appliances being tested and tagged, protected from earth leakage by the installation of residual current devices (RCD) and laid in accordance with SafeWork NSW legislation. Electrical services shall meet with the requirements of AS/NZS 3000:2018 and be certified by a licensed electrical contractor prior to the commencement of use where applicable. All electrical leads are strung at a height of two (2) metres, covered with appropriate matting or placed in a temporary trough, so as not to pose any risk.
- 5.7. Where approved all temporary structures (including tables, signage and chairs) and infrastructure (marquees, tents or shade structures) must be constructed in accordance with relevant Australian Standards. It must be positioned and secured so not to inconvenience, block access to pathways, beaches or council infrastructure or pose any risk. They must be secured using weights, pegging is not permitted unless on a beach. Should the weather conditions change during your event it is your responsibility to review the set up and adjust accordingly to manage the onsite risks.
- 5.8. Portable above ground gas barbecues are permitted provided they are appropriately supervised by a person over 18 years old at all times. Please note that on Total Fire Ban days the use of portable gas barbecues is prohibited, and only electric barbecues can be used. Please check www.rfs.nsw.gov.au on the day for up-to-date fire restriction information. A barbecue or wood fire pizza oven which uses solid fuel, such as wood, charcoal or heat beads is not permitted. Barbeques within a stall are to be positioned at the rear of the stall and or away from the public. Ground covers must be placed under barbeques to ensure that the ground surface is not damaged by grease and oil.
- 5.9. That all precautions are taken to ensure any food brought in for consumption is stored and prepared appropriately.
- 5.10. Glassware, confetti, bottled water and balloons are prohibited at any venue.

Updated 24 March 2023 TRIM 2021/559743

6. General

- 6.1. Council reserves the right to amend or cancel an approved Booking Contract at any time due to non-adherence to the terms and conditions listed 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. An approved booking cannot be transferred, sublet, or sold to another person, group or organisation under any circumstances.
- 6.3. The hirer is responsible to ensure that all attendees including staff, volunteers and participants are aware of and adhere to the terms and conditions of a booking and that they adhere to and follow any reasonable directive given by Council staff.
- 6.4. The hirer and all attendees must respect other users of the venue and surrounding areas and not cause unnecessary inconvenience to others. All directions from Council staff are to be followed.
- 6.5. The hirer is responsible for leaving the area clean and tidy. An invoice will be issued to the hirer should Council need to conduct additional cleaning or maintenance as a result of the booking.
- 6.6. Council is to be notified if there are any issues, incidents or any damage to the venue or surroundings during your booking. If there are any emergency or operational matters such as issues with toilets during your event (both within and outside office hours) contact Council on 1300 434 434 or via Council's website www.northernbeaches.nsw.gov.au.
- 6.7. To make any changes to an approved 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