

Scope

These Terms & Conditions apply to those facilities that are owned or managed by Greater Hume Council (GHC). The Terms & Conditions must be adhered to by all current seasonal and casual hire groups wishing to use any facility.

While the Terms & Conditions will largely be applicable to seasonal sporting clubs, associations and schools, it will also apply to other community groups, private and commercial organisations who wish to apply for use of Council facilities as either a Casual Hirer or under a User Agreement.

Definitions

GHC or Council – means Greater Hume Council or Council, ABN: 44 970 341 154.

Users – Individuals or groups that have entered into or completed a *Council Facility User Application & Agreement* or *Casual Hire of Council Facilities Application* form with Council.

Casual Hirer – Casual Hirer is typically a ‘one off’ allocation of GHC’s facilities. However casual use may be for a number of dates provided but the use is not on a consistent and regular basis see *Casual Hire of Council Facilities Application*.

User Agreement – A User agreement is a right to use the property on dates and a time specified, but is not ongoing exclusive access see *Council Facility User Application & Agreement*

Committee/s of Management – Section 355 Committees appointed by GHC, undertaking the management and maintenance of Council facilities.

Facilities and its Grounds – Council facilities such as pools, halls, footpaths, parks, open spaces and recreation reserves including all buildings and facilities used for active recreational opportunities, such as ovals, courts and pavilions.

Booking – means the booking of the facility by the User for the hire period.

[A signed Application form is conclusive evidence that the User accepts these Terms & Conditions](#)

Greater Hume Council (GHC) reserves the right to suspend or revoke a User or Hire Agreement at any time if the Terms and Conditions of the agreement are breached. Where a User fails to comply with the terms of this agreement and any additional requirements, signed by the User, have not been adhered to the following course of action may be applied.

All applications must be completed by an authorised person aged 18 years or over.

- User/s will be advised that until the issue/s are rectified, and depending on the severity of the complaint, they may be locked out of the facility. Such complaints could include deliberate damage to sportsground surfaces and/or pavilions, or users found in breach of their Liquor Licence.
- Should a user fail to rectify an issue in the timeframe specified by GHC Officers, the User may be suspended from their facility for the remainder of the allocation and future allocations.

Fees and Charges

Users of the facility will be required to pay any annual fee or charge as adopted by GHC in its Delivery Program and Operational Plan each year.

You should contact GHC or the facility management committee (where applicable) if you are unsure what fees and charges apply.

All hire fees are inclusive of GST.

Additional charges may apply if extra services, resources, equipment etc. are provided by GHC.

All accounts for fees and charges are to be paid within 30 days of receipt for all Users under a User Agreement and prior to use for casual hirers.

Any costs, fees and expenses incurred by the Council for non-payment of fees by the User including but not limited to administrative costs, debt collection, agency fees and legal costs and expenses will be met by the User.

Cancellation or Deferment of Bookings

GHC reserves the right cancel a booking of facilities (without notice) due to maintenance, vandalism, inclement weather or emergencies or if deemed necessary for any other reason.

If GHC cancels the booking without fault of the User, the Council will refund any amounts paid by the User in relation to the booking.

GHC will not be liable for any loss or damage suffered as a consequence of exercising its right to cancel a booking.

The User must give GHC 24 hours' notice to cancel or defer a booking to receive a refund or transfer of any fees applicable to the booking. If less than 24 hours' notice is given the User will be liable for the payment of all fees in relation to the booking.

Risk Management

Risk Management is a process of actively identifying and managing your risk. Some examples of the consequences of failing to manage your risk include personal injury, property damage, financial loss and loss of reputation.

The main tool in this process is the risk assessment, in which you identify, assess, and then decide how to eliminate or manage the hazard/s. Conducting and recording risk assessments is essential for the safety of your participants and visitors and for your own legal protection to help defend any claim that may be brought against you and or your organisation as a User.

The User is responsible to ensure that the grounds and facilities are safe and suitable for use by all participants and visitors while they have operational responsibility for the site, and accordingly, a risk assessment must be undertaken prior to the commencement of each event/activity.

Suitable measures must be implemented to eliminate or control all identified hazards if the event is to proceed.

Insurance Requirements

Public Liability

All Users must hold a current Public Liability insurance policy for a minimum value of \$20,000,000 which notes Greater Hume Council as an interested party. Each user group must ensure that it remains current for the duration of the nominated term use. A copy of your Certificate of Currency **must** be provided with your application. Applications will not be approved unless this is provided unless you qualify to be covered under Council's Casual Hirers insurance.

A certificate of currency which evidences payment of the premium must be provided to Council not later than 14 days after the premium becomes due.

Workers Compensation

Users who are hiring facilities for business purposes and employing staff are required by law to cover these workers with Workers' Compensation Insurance.

The business/employer (User) shall provide documentary proof of coverage (actual policy and "Certificate of Currency") with a copy being retained for Council's records.

Personal Accident / Illness (preferred but not required)

Users who are hiring facilities for business purposes and are self employed sole traders or owner/ operators should be covered by Personal Accident/ Illness Insurance.

The business/employer (User) shall provide documentary proof of coverage (actual policy and "Certificate of Currency") with a copy being retained for Council's records.

Products Liability

Where the User intends to sell or distribute any products, evidence of a current products liability policy to the minimum value of \$20,000,000 must be provided. Your public liability policy may already contain such cover – please check with your insurer.

Professional Indemnity

Where the User is providing professional advice, instruction or training persons for financial gain or reward, that hirer, be it an individual or private company, may have a professional indemnity exposure to those under advice. It is strongly recommended that such occupant hold an insurance cover to protect this indemnity. GHC will not accept any liability for such user.

Contents Insurance

GHC does not insure or provide any form of indemnity for any equipment, structure, items or personal property stored, placed or left in facility including **any building, structure, or on the grounds of the area used.**

Property Insurance

Buildings owned by GHC are fully insured by GHC unless otherwise stated. Contents owned by GHC are insured by GHC.

Contents purchased or supplied by Users and not considered fixtures of the facility remain the property of the Users and are **NOT** insured by GHC. Council **DOES NOT** insure property which is owned by others. Cash, consumable goods and sporting equipment kept on premises by users are also **NOT** insured by GHC.

Each user group is advised to obtain contents insurance to ensure protection of their investment in the event of loss, damage, theft etc.

Waivers of Subrogation

The User indemnifies GHC, its servants and agents from and against all actions, claims, losses, damages, penalties, demands or costs whatsoever which may be brought or made against it or them by any person in respect of or arising out of the performance of the Users' activities and or/in any other manner related to this User Agreement.

Holbrook Library Complex

To make a Booking for the Holbrook Library Complex call directly on 02 6036 3262 or email holbrookctc@greaterhume.nsw.gov.au to make a tentative booking and confirm availability of required dates and times we will require a contact name, phone number and email address

When making the booking we will require a contact name, phone number and email address. Complex staff will then email you a Room Hire Form.

Complex will then email you the appropriate Application form and a *Holbrook Library Complex Booking Specifications Form* to be completed and returned prior to your booking being made permanent.

Holbrook Library Complex Booking Specifications Form contains costs and specifications for catering, room set up, capacity, equipment hire and other general information relating to the facility.

Catering requirements must be finalised by 4.30pm at least four days prior to the event.

NSW Child Protection Legislation

All Users that provide services for children and wish to use or hire GHC's facilities must have appropriate Child Protection policies and procedures in place. For further information on your Child Protection requirements please contact NSW Sport and Recreation on Phone: 1300 366 407 or (02) 9923 4261.

By completing this application you are acknowledging that it is your responsibility to ascertain and comply with any obligations under the NSW Child Protection legal framework that may apply in the particular circumstance of our organisations use of these GHC facilities.

Spectators

It is the responsibility of the Users to manage the behaviour of spectators at their events. Police should be contacted when issues escalate to a level of risk beyond the capacity of the User. The User can manage spectator issues by notifying spectators that they are unwelcome however neither the User nor GHC has the authority to exclude members of the public from publicly accessible open space areas. Should the User notify a spectator that they are unwelcome, this should be advised to the committee of the User group, the governing Association and the Police.

Children using the facilities must be under the direct supervision of a responsible adult at all times.

Allocation of Grounds

The facility/ground management committee (where applicable) allocates days/times for standard competitions and training (including pre-season). Applications must be submitted to GHC at least four weeks before the start of training and competition. Once received and assessed a copy will be provided to the Management Committee of the facility.

Applications by casual hirers must be submitted on the *Casual Hire of Council Facilities Application* form to GHC or the management committee.

Applications for special events/gala days must be referred to GHC's "*Greater Hume Events Guide*" and must be submitted on the "*Event Notification & Application Form*" as provided in the guide.

Occasionally, GHC may, under special circumstances, require the use of a ground for a special event or purpose. Under these circumstances GHC has the right to the occupation of the ground for the duration of the event. GHC will provide as much notice as possible under these circumstances and will assist the affected organisation in finding a suitable alternative venue.

Notice of Potential Public Liability Claims - Reporting of Injuries/Incidents

Incidents arising out of the activities or actions of the User involving either personal injuries or property damage should be reported to the Users own Insurer.

The User shall as soon as practicable inform GHC in writing of any occurrence involving the responsibilities of both the User and GHC, that might give rise to a claim.

Damage to Grounds/Facilities

The User/s shall inspect the facility and its grounds prior to the commencement of its use (i.e. beginning of each session of use) and shall not, without the consent of GHC in writing, permit the use of any facility or its grounds if it is deemed to be in a hazardous or dangerous condition or is in any way unfit for use.

The User is responsible for restoration after damage to the facility and its grounds, including damage from use in wet weather. GHC reserves the right to undertake any repairs and invoice the User and may jeopardise return of any bond monies and any future facility bookings.

Grounds Closures

GHC reserves the right to close grounds and/or facilities due to maintenance, vandalism, inclement weather or emergencies. The use of any facility or its grounds whilst closed may result in the User being liable to the full cost of repairs to such a field.

Subletting

Subletting of the facility or any part of the facility by the user is strictly prohibited.

Health and Safety

All users and their agents are responsible for ensuring compliance with current Work Health and Safety legislation. Some issues to be addressed include, but are not limited to: sun safety for users; volunteers and visitors; testing and tagging of portable electrical equipment; safe use and storage of chemicals, and BBQ and gas bottle compliance.

Adequate access and egress for emergency services (e.g. ambulance) must be maintained at all times.

Other Health & Safety Issues

- Food must be handled and stored in accordance the NSW Food Authority Standards which can be found at www.foodauthority.nsw.gov.au.
- Users must comply with the Smoke-free Environment Act 2000 and its associated amendments and regulations and GHC's Smoke Free Environment Policy.
- Users are to ensure that garbage is collected and delivered to the garbage depot unless other arrangements are made with GHC.
- Users will be responsible for ensuring that adequate toilet facilities are available at all events and are maintained in a clean and hygienic manner at all times.

Visitors Register

Users and their guests using facilities within Council Offices and libraries (or other active workplaces) during business hours are required to sign the Visitors Register at reception or provide an accurate attendance sheet to reception staff.

Emergency Fire Fighting Equipment

GHC provides and maintains emergency equipment such as fire hoses and fire extinguishers at its facilities. This equipment is checked and serviced twice yearly by GHC contractors to ensure it is fit for use. User groups should not interfere with this equipment, and must ensure that fire extinguishers remain in their designated locations or on their stand at all times. The cost for repair or replacement of such equipment caused by inappropriate use by the user shall be borne by the user.

If a fire occurs within a GHC facility, the Fire Brigade must be notified immediately by calling 000 and before anyone attempts to fight the fire. Users should only attempt to fight a fire with the equipment provided, only if it is safe to do so. As a general guide, if a fire cannot be extinguished with a single extinguisher within 30 seconds, then evacuation is necessary.

Users must notify GHC as soon as possible if an emergency occurs.

Fire Preparation

Fire Danger Ratings will be a feature of weather forecasts and alerts the community to actions that should be taken in preparation for, and on days of high or extreme fire danger. Warnings will be notified in newspapers, broadcast on radio, television and on websites.

All users of GHC owned facilities should consider what plans they need to make to deal with these days when they occur.

It is the responsibility of the user groups to ensure that a Fire Plan is in place for the groups and their members / participants and all associated visitors etc.

Some of the issues to consider when making a Fire Plan include:

- Contact and co-ordination of users on the day
- How to manage planned events/activities on the day
- Managing leasing arrangements to third parties, and
- Maintenance of building and grounds during the summer period.

Liquor Licence and/or Permits

User groups using GHC facilities are not permitted to sell or consume liquor without first obtaining the appropriate licences required by statutory law (Liquor Control Reform Act).

Service of alcohol must comply with the Liquor Act and its associated regulations. Glass containers are strictly prohibited from all grounds and facilities.

At no stage is alcohol permitted to be consumed on the playing surface while participating in the use of a GHC sporting ground. GHC encourages clubs to become members of community programs such as Good Sports. It is also recommended that clubs take a proactive approach and implement drug and alcohol policies and programs to ensure their club promote a healthy lifestyle to the community.

GHC requires the following of those holding a liquor licence:

- Compliance with all conditions of Liquor Licencing in obtaining, applying for, varying, transferring, renewing or surrendering a Liquor Licence or Permit
- Acceptance of responsibility for, and maintenance of good order and behaviour of persons attending the premises during the permit use
- Ensure the premises and surrounding areas are left in a clean and tidy condition, and
- Ensure that no alcohol is served while junior sport/activities are conducted on or within the facility.

Cleaning

All Council facilities and grounds will be cleaned / maintained by GHC prior to hire and are to be kept in a neat and tidy condition by the Users under this agreement.

The facility committee (where applicable) will conduct inspections of the facility and its grounds. Users must action any issues raised by the committee. A cleaning fee will be imposed on the User responsible if the facility is not left clean and tidy. The fee charged will be as per GHC's current *Statement of Fees and Charges*.

Users are required to enforce the following conditions with regards to cleanliness:

- Floors and walls must be kept clean and sanitised, particularly in food preparation areas
- Refrigerators, benches, drawers and shelving must be kept clean (i.e. all cups/glasses washed and stored after use)
- All utensils and equipment must be stored in cupboards/drawers/or sealed containers when not in use
- Rubbish bins must be isolated from food, emptied on a regular basis and kept in away so as not to attract flies and vermin
- All food remains must be removed from the pavilion to minimise the likelihood of pests and rodents
- Toilets, showers and change rooms must be hosed or swept as appropriate after use and all litter is to be removed from these areas (including paper litter, drink bottles, medical tape etc). Toilets should be kept in a clean state for use. Equipment MUST NOT be washed in showers, sinks, etc. Shower drains and plugholes should be cleared regularly
- Common/function areas should be kept clean and presentable
- Areas immediately surrounding the facility and its grounds must be cleaned after use (i.e. litter free - no bottles, medical tape, food wrappers)
- Litter must be sealed in bags and placed INTO bins provided for collection
- Where applicable, carpeted areas must be steam cleaned by user groups at the end of their fixed season, prior to handover/inspection.

Rubbish

User groups are required to leave the facilities and grounds used in a clean and tidy condition after each use. All rubbish must be picked-up prior to completion of use of the facilities (including the sports ground and its surrounds, such as parkland and car parks). This includes rubbish generated by spectators at the venue.

Each facility within GHC is allocated a set number of waste bins to cater for the removal of general public waste. If additional waste is generated by the user group/s, it is the responsibility of User to ensure its removal. It should be noted that all bins (waste and recycling) remain the property of GHC, and may not be relocated, altered or tampered with in any way without the prior permission of GHC.

User groups requiring additional bins for special events and finals matches should contact GHC's Manager Waste & Facilities on 0260 360100 at least 10 days prior to their event. Note that fees for additional bin collection will apply.

Noise

User groups and organisations must ensure that the level of sound coming from a sports ground or pavilion does not reach a level where it would interfere or cause any nuisance to neighbouring properties of GHC's sports grounds.

Where a function is being held, amplified music is not permitted (by GHC's Local Law) within the following times:

- Mondays – Thursdays before 8am or after 10pm
- Fridays, Saturdays and Public Holidays – before 8am or after 12pm
- Sundays – before 8am or after 10pm.

All user groups are requested to monitor the volume level of sirens, public address systems, starting guns, etc, for impact on surrounding users and residents. It is requested that user groups do not make prolonged use of such equipment so as to cause a nuisance to others.

Noise – the User must comply with the requirements of the Protection of the Environment Operations Act.

Copyright

If the event includes live or pre-recorded music (either a recording or music video) and that music is protected by copyright, you will need to obtain a licence at least 72 hours prior to the event. If there is live music only, the event will require a licence from the Australasian Performing Right Association. Recorded music (either a recording or music video) is protected by two types of copyright. The use of recorded music at the event will need the Event Organiser to obtain a license from both APRA (www.apra.com.au/music-users) and the Phonographic Performance Company of Australia (www.pcca.com.au/licensing-home).

The user is responsible for ensuring all copyright laws are observed.

Animal Control

Animals, are prohibited from entering the reserve/facility unless on a lead and under the direct control of a responsible adult. Animal owners are responsible for the collection and appropriate disposal of animal droppings – penalties apply.

Commercial Vendors

The User intending to engage the services of, or allow commercial vendors to, operate at the facility are NOT covered under Councils Casual Hirers insurance and should refer to GHC's *Simply Greater Events Guide*.

User Maintenance

The User is not to undertake any alterations or additions to existing facilities without GHC approval. Users must ensure that works are carried out by appropriately licensed and insured tradespeople and are overseen by GHC.

Information regarding service locations (i.e. underground power, irrigation etc.) are available from GHC.

Lighting

Floodlighting must only be operated within the user groups nominated hours of use of the facility. Floodlights must be turned off when training has finished which is to be no later than 9pm, unless prior written approval has been granted by facility committee or GHC (e.g. for competition use). Approval for extended use will only be granted under special circumstances and where GHC is confident there will be minimal impact to nearby residences.

The use of floodlights for night competition matches will be considered on a case-by-case basis and shall only occur where the level of lighting has been assessed by the sports association of the sport to be played and is deemed at an appropriate standard suitable for competition. The conduct of night matches shall comply with the set times of use of the facility as allocated to the user group/s.

The use of sports ground floodlighting for social functions is not permitted.

Line Marking

All marking of playing fields shall be by surface marking only and will be the responsibility of the organisation allocated to the ground. The use of herbicides for line marking is prohibited. Any User found to be using herbicides for line marking will be charged the costs involved to repair the sporting surface. Substances containing, or consisting of, sump oil, creosote or lime are not approved line marking agents and are not to be used under any circumstance.

Vehicular Access

Vehicles are not to be driven on grass reserves or playing surfaces unless in an authorised vehicular access area, except for maintenance and specific vehicles (if approved by GHC). Emergency vehicles are exempt from this restriction.

Security

Securing Goals

Where the activity requires use of portable goal posts, the User is responsible to ensure such goal posts are manufactured, installed and secured after use in accordance with Australian Standards and if no standard is applicable, the guidelines of the State or National body for the activity.

Where the activity requires use of non-portable goal posts, the User is responsible to ensure such goal posts are manufactured, installed and secured after use in accordance with Australian Standards and if no standard is applicable, the guidelines of the State or National body for the activity.

Goal posts are the responsibility of the User.

Securing Premises

- All premises are to be secured at the completion of the activity including securing all windows, doors, gates, bollards and the like and security systems activated (if applicable).
- Users under a Casual Hire Agreement MUST return keys no later than the following business day. Late return of keys will incur a \$20.00 fee.
- If the User loses or fails to return the key/s at all, the User will incur the cost of a replacement in addition to the above late fee.
- To discourage vandals from accessing the premises valuable goods (cash, alcohol, foodstuffs) must not be stored on the premises outside activity operations.
- Equipment brought onto the grounds must be removed on the same day. Equipment is not to be stored in amenity buildings without prior approval of the facility Committee or GHC.
- GHC is not responsible for security or replacement of any equipment supplied by the users.
- A club or organisation that has been allocated a storage room at a GHC sporting ground facility is required to hold Contents Insurance. GHC is not liable for the loss or damage to a User's contents.
- Exclusive use of canteens cannot be guaranteed. All stock and appliances will be the responsibility of the User. Appliances remaining on site will be available for other users.

Smoking in Council Buildings

Clubs are advised that as per GHC's *Smoke Free Environment Policy*, smoking is prohibited in all GHC owned buildings, including sports pavilions, and no person is able to smoke within five metres of doorways or open windows. It is the responsibility of User Groups to uphold this policy in the interests of community health.

User Groups are to ensure that cigarette butts do not litter the pavilion surrounds.

Any evidence of smoking within a GHC facility will result in a review of the Users allocation of that facility which may also jeopardise any future allocations.

Schools Use of Sports Grounds

Schools must make application to the facility committee or GHC no later than ten working days prior to the end of the preceding school term. Schools will only be allocated use of GHC grounds on a term-by-term basis.

Council reserves the right to reject or withdraw any application or withdraw any allocation for the use of sports grounds during a term if sports ground conditions deteriorate.

The school will be responsible for any damage and the removal of all rubbish generated by participants and spectators as a result of the activity. Charges may apply where GHC has been required to arrange cleaning of a sports ground after a school's use.

Sports grounds will only be available for bookings on weekdays between the hours of 9am and 3:30pm on dates consistent with those established as term dates by the NSW Department of Education and Communities.

Council requires that schools adhere with guidelines for the associated activity as defined in the *Guidelines for the Safe Conduct of Sport and Physical Activity in Schools* published by the NSW Department of Education and Communities.

Festivals/Events/Tournaments/Non fixed matches

Users wishing to hold festivals or events need to be aware that specific restrictions apply to insurance cover. Standard insurance may not cover festivals or events. For further information on festival specific insurance or to obtain a copy of GHC's *Greater Hume Events Guide* contact GHC's Risk Officer on 1300 653 538 or 02 6029 8588 at least two months before the event date. Council will advise as to permits and conditions that may apply. Greater Hume's Event Guide can be obtained via website <http://www.greaterhume.nsw.gov.au/SimplyGreaterLiving/EventsGuide.aspx> or email events@greaterhume.nsw.gov.au

Event Accessibility

When organising an event, whether it's meeting, conference, festival or party, there are a few small considerations to ensure it can be enjoyed by everybody. The following considerations should be made

to accommodate people with a disability:

- Choosing a suitable venue
- Marketing and communications
- Invitations
- Wayfinding
- Room arrangement
- Audio Visuals
- Presentations
- Catering

Detailed information on each of the topics above plus a handy Event Accessibility checklist can be found in *Greater Hume's Event Guide* on the GHC website

Always remember to ask each attendee about their unique requirements; never assume.

Special Conditions

The User must comply with any other condition(s) that GHC, as the Facility Manager, may impose from time to time.

GHC reserves the right to request further documentation at any time including but not limited to risk assessments, business registrations etc.

Additional Terms & Conditions for Street Stalls & Fundraising Activities

All fundraising activities in public places require prior approval from Council and the following conditions apply:

- Council will only consider applications for street stalls and fundraising activities from local not-for-profit organisations, local charitable institutions or local sporting clubs or associations located within the Greater Hume Council area.
- Approval will not be given to commercial organisations or individuals whose express purpose is for profit or personal gain – 100% of funds collected must go to the community/charitable organisation. At Council's request, applicants must provide details that clearly show who will benefit from the proceeds of the fundraising activity.
- All applications for fundraising activities shall be submitted on Council's *Casual Hire of Council Facilities* form at least 14 days prior to the proposed date of the activity and must indicate the times required.
- Applications for other fundraising activities e.g. Door knock appeals, will be considered on application and may be approved by the General Manager provided the proposed activity is consistent Council policy.
- Collectors for charitable collections shall wear appropriate identification indicating the organisation they represent and must make documentation available for inspection at any time.
- A permit may be cancelled by the Council on receipt of complaints regarding the conduct of stall holders or collectors.
- All Users using a public footpath must hold a current Public Liability insurance policy for a minimum value of \$20,000,000 which notes Greater Hume Council as an interested party. Each user group must ensure that it remains current for the duration of the nominated term use. A copy of your Certificate of Currency **must** be provided with your application. Use of footpaths is not covered under Councils Casual Hirer Insurance.
- Fundraising activities will be limited to each Thursday, Friday and Saturday. Each organisation shall be granted five (5) street stall bookings in one calendar year for either raffle sales and/or the sale of products. Further stalls may be granted if the dates requested are available and may be booked no more than 14 days in advance.
- If displaying a vehicle to be raffled or displaying a raffle prize on a vehicle or trailer, the vehicle must be registered.
- Permission should be obtained from the relevant shop owner/s prior to setting up display stands, tables etc. outside their business premises.
- A street stall display shall be located to ensure that minimum of 1.8 metres width from the kerb line of the footpath is left available for pedestrian traffic.
- No amplified speech or noise is to be used for fundraising activities.
- Council prohibits alcohol being brought onto the site, distributed or consumed at the site.

Additional Terms & Conditions for Busking

All busking activities (including entertainment in the form of musical, artistic or dramatic entertainment) conducted in Greater Hume Council (GHC) require application for approval on the *Event Notification and Application form* in addition to *Casual Hire of Council Facilities form*.

- Approval for a busking event will be issued to individual/s and are not transferable.
- Approvals are issued for a limited timeframe, not exceeding 3 months in duration.
- The busking activity shall be conducted from a stationary point.
- Buskers may receive voluntary donations from the audience but soliciting or unwanted approach to members of the public is not permitted.
- Buskers may offer for sale recordings of their own work but no other goods or services may be offered for sale, displayed, demonstrated or advertised.
- Buskers may perform for a maximum of 2 hours at any one site and can only perform between the hours of 8am and 10pm.
- Buskers approved to use percussion instruments or amplification are restricted to battery operated amplifiers, which must cease to be used by 10pm.
- Performances involving an animal, reptile or bird are not permitted. Assistance animals supporting the busker can be present but cannot form part of the performance.
- A clear pedestrian path must be maintained at all times.
- The approved activity must not obstruct traders, pedestrians and vehicle traffic.

- The site is to be kept clean and tidy. Any litter associated with the activity is the responsibility of the applicant and is to be removed at the completion of the activity on each day.
- Site cleaning, restoration and repair and associated costs are the responsibility of the applicant. Any incidental costs associated with repair, cleaning or restoration of the area by GHC, as a result of the activity will be sought from the applicant.
- Council's street furniture is not to be used for the purposes of any activity.
- An authorised Council officer may request alterations to the activity at any time, if the officer is satisfied that the activity is causing undue disturbance, is unsafe for pedestrian access, undesirable, or contravenes the conditions of the approval. An approval may be revoked by Council at any time.
- A copy of the approval shall be kept on the site of the activity and shall be produced on request by any authorised officer.
- Council advises that failure to comply with the above conditions is an offence and may result in the cancellation of the approval, or other legislated penalties being applied.

Additional Requirements / Special Approval:

- Buskers utilising pavement (chalk) art as a form of entertainment must comply with additional requirements, including:
 - Chalk drawings are to be rendered directly onto the pavement, or done on other materials on removable surfaces (such as canvas or plastic) laid out onto the pavement
 - Drawing directly onto the pavement may only occur where the material used is removable by water and does not leave a residue, and where the surface of the pavement is non-porous material, such as concrete (sandstone, granite and other porous surfaces are not suitable for art work)
 - The materials used for pavement art must not be slippery (whether wet or dry), or likely to cause a public hazard, or be located where they may be walked or transferred into traders premises
 - Individual renditions of the artist's work may not be offered for sale.
- Special approval with additional requirements will be required for busking activities that involve dangerous materials, activities or implements, including:
 - certificate of currency for relevant public liability insurance to the value of \$20million
 - completed risk management plan specifying:
 - plan of performance area indicating minimum safety space between performer and audience
 - detail of means used to maintain safety space for duration of performance
 - detail of all dangerous implements and/or materials to be used in the performance
 - detail of all safety devices on site during the performance
 - detail of first aid kit and First Aid Officer on site during performance
 - detail of all appropriate licences / certificates e.g. Chain Saw operators certificate, pyrotechnics certificate.
 - All dangerous implements to be used in the performance must have edges blunted and rendered non-dangerous (including chainsaws and mechanical items). An implement is determined to be blunt if it is incapable of piercing human skin when pressure is directly applied to its edge/point against human skin.
 - Where flammable liquids are to be used, all storage and transport must comply with the relevant legislation Flammable liquids stored in portable containers must not exceed a maximum total capacity of 5 litres and must be clearly marked "highly flammable".

[Exceptions to the above conditions may be authorised at the discretion of the General Manager](#)

Links to Forms

[Council Facility User Application & Agreement](#)
[Casual Hire of Council Facilities Application](#)
[Holbrook Library Complex Booking Specification Form](#)
[Event Notification & Application Form](#)

Links to Policies

[Risk Management Policy](#)
[Smoke Free Environment Policy](#)
[Footway Dining & Temporary Structures on Footway Policy](#)

Links to Procedures

[Footway Dining & Temporary Structures on Footway Policy](#)

References

[Operational Plan Fees and Charges](#)
[Greater Hume Events Guide](#)
[Guidelines for the Safe Conduct of Sport and Physical Activity in Schools](#)
[NSW Child Protection legal framework](#)

Relevant Legislation

[Associations Incorporation Act 1981](#)
[Local Government Act 1993](#)
[WHS Act NSW 2011](#)
[WHS Regulation 2017](#)
[Liquor Control Reform Act 1998](#)
[Liquor Act 2007](#)
[Smoke-free Environment Act 2000](#)
[Protection of the Environment Operations Act 1997](#)
[Child Protection Act 1998](#)
[Disability Inclusion Act 2014](#)
[Disability Inclusion Regulation 2014](#)