

**R R PEARDON**  
PO Box 177, Holbrook , NSW 2644

Mobile: 0402 003 333

Email: [rrpeardon@draget.com.au](mailto:rrpeardon@draget.com.au)

4 July 2018

Mr Cloete van Wyk  
Building Surveyor  
Greater Hume Shire Council  
39 Young Street  
HOLBROOK NSW 2644

Dear Mr van Wyk

**Re: Development Application No 10.2018.94.1 – Demolition of 95 Albury St, Holbrook**  
(Your ref: CV:SLG:P10047868)

I refer to your notification dated 20 June 2018 regarding the demolition of the property at 95 Albury Street, Holbrook. I would like to make the following submission regarding this work.

Firstly, I object to such beautiful and historical buildings in the centre of the main street of Holbrook being demolished. It is my opinion, and the opinion of everyone else I have spoken to about this situation, that it will be a tragedy if these buildings have to be demolished. One would think that in these days such iconic buildings could be saved or at least the façade preserved.

Secondly, I am concerned about the effect it will have on my adjoining property at 93 Albury Street if these buildings are demolished. I few weeks ago I was visited by a representative of the Department of Fair Trading about this matter. At that time the Department was not aware of what would happen to the wall between numbers 93 and 95 Albury Streets. It was not known on whose title the wall was located and what work would be required to ensure the stability of the property at 93 Albury Street. If any works are required it should be at no cost to myself. Council has a responsibility to ensure that they have fully resolved these issues before permission is granted to the applicant i.e., Public Works Advisory.

I would be willing to meet with yourself and appropriate government representatives to discuss my concerns.

Yours sincerely

  
Robert Peardon



**Fair  
Trading**

PO Box 972  
Parramatta NSW 2124  
Tel: 02 9895 0111 TTY:1300 723 404  
ABN 81 913 830 179  
[www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au)

Mr Colin Kane  
Director Environment and Planning  
Greater Hume Shire Council  
Via email: [CKane@greaterhume.nsw.gov.au](mailto:CKane@greaterhume.nsw.gov.au)

Dear Mr Kane

**Response to Submission on DA at 95 Albury Street Holbrook – 10.2018.94.1**

I refer to Mr Robert Peardon's submission to Greater Hume Shire Council in relation to the works at 95 Albury Street, Holbrook. The Loose-fill Asbestos Implementation Taskforce provides the below response to address the concerns raised in Mr Peardon's submission.

Under the Voluntary Purchase and Demolition Program, Property NSW assess the improvements on all land they own and advise Public Works Advisory (PWA) of the required scope of works prior to the demolition and remediation of loose-fill asbestos insulation (LFAI) affected structures.

In its assessment, Property NSW have advised PWA to demolish all LFAI affected structures at 95, 97 and 99 Albury Street, Holbrook. This includes the demolition of LFAI affected facades. Property NSW's decision to demolish these facades allows potential buyers the opportunity to purchase a clean block of land and rebuild without any obstructions.

Mr Peardon also raised concerns about the works at 95 Albury Street potentially impacting his property at 93 Albury Street. As advised above, all structures at 95, 97 and 99 Albury Street will be demolished and the sites remediated. The section of the common wall between 93 and 95 Albury Street that supports the structure of 93 Albury Street is to remain as part of these works.

Upon completion of the demolition, a structural assessment of the remaining wall will be undertaken by a structural engineer, including the completion of any works required to ensure the remaining wall is structurally stable.

A survey has been undertaken on site to determine the location of the common wall on the land title of 93 and 95 Albury Street. This information will inform any decisions Property NSW make regarding land title, as the owners of 95 Albury Street. The survey report shows the wall to be on the southern boundary of 95 Albury Street, with a minor encroachment onto 93 Albury Street at the rear of site.

All demolition, remediation and structural works on site will be at the cost of the NSW Government. No costs relating to the works at 95 Albury Street, including the works relating to the common wall between 93 and 95 Albury Street will be passed on to Mr Peardon. A comprehensive dilapidation report will be completed on 93 Albury Street, in consultation with Mr Peardon, prior to works starting on site.

If you have any queries in relation to the above, please do not hesitate to contact Aaron Mostafa, Senior Project Officer on 9895 9044.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Stewart Scarlett'.

**Stewart Scarlett**  
Director Operations  
Loose fill Asbestos Implementation Taskforce

27 July 2018



## SERVICE REVIEWS - OUTCOMES TO DATE

Year	Function	Budget Impacts								Comments	
		Capital		Operational							
		2014/ 2015	2015/ 2016	2016/ 2017	2017/ 2018	2018/ 2019	2019/ 2020				
2012/2013	Residential Aged Care	\$ 4,232,000									Cost of operations ring fenced so no direct cost to General Fund. Decision to curtail activities in those areas based on capacity to delivery services in the future.
2012/2013	Aged and Community Services	\$ -									Cost of operations ring fenced so no direct cost to General Fund. Decision to curtail activities in those areas based on capacity to delivery services in the future.
2010/2011	Waste Management	\$ 201,885	\$205,923	\$210,041	\$214,242	\$218,527	\$222,897				
2014/2015	Economic Development	\$ 82,240	\$ 83,885	\$ 85,562	\$ 87,274	\$ 89,019	\$ 90,800				
2014/2015	Greater Hume VIC - Use of Volunteers	\$ 40,000	\$ 40,800	\$ 41,616	\$ 42,448	\$ 43,297	\$ 44,163				
	Community Development	\$ 40,270	\$ 41,075	\$ 41,897	\$ 42,735	\$ 43,590	\$ 44,461				
2014/2015	Finance/Youth positions	\$ 110,890	\$113,108	\$115,370	\$117,677	\$120,031	\$122,432				
2013/2014	Library Services	\$ 16,851	\$ 17,188	\$ 17,532	\$ 17,882	\$ 18,240	\$ 18,605				
	Road construction - extended hours for crews										Efficiency improvements rather than costs savings
2013/2014	Review of road maintenance techniques										As above
2013/2014	Purchasing										Significant use of LGP contracts
2016/2017	Insurances			\$ 56,035	\$ 57,801	\$ 59,605	\$ 61,416	\$ 63,240	\$ 65,085	\$ 66,940	Wards and councillor numbers to be maintained as per workshop held 26 March 2017
2016/2017	Review of Councillor numbers and wards										Inroduction of solar energy at Culcairn refer Note 2
2016/2017	Installation of solar panels to Council facilities							\$ 25,394	\$ 25,902	\$ 26,416	Current locations maintained as per Workshop held 26 March 2017
2016/2017	Review of office and depot locations										
2017/2018	Review of fees and charges			\$ 8,582	\$ 11,392	\$ 14,242	\$ 17,092	\$ 19,942	\$ 22,792	\$ 25,642	
2017/2018	Purchase of vehicles and utes (inc. review of private use agreement							\$ 9,440	\$ 19,840	\$ 29,240	
2017/2018	Review of Corporate and Community Services							\$ 45,936	\$ 46,855	\$ 47,771	See Note below
		\$ 4,232,000	\$ 501,979	\$ 576,635	\$ 591,452	\$ 606,321	\$ 621,196	\$ 636,071	\$ 650,946	\$ 665,821	

Note 1: Waste Management savings based on average savings from the 2012/2013 financial year and forward estimates at that time.

Note 2: Solar savings based on a comparison of the 2017 & 2018 accounts February to May

Note 3: Savings from Corporate and Community Services restructure quarantined to partially fund the employment a Human Resources Officer



## WRITING OFF RATES & CHARGES POLICY

**POLICY NO:** 68  
**POLICY TITLE:** WRITING OFF RATES AND CHARGES  
**SECTION RESPONSIBLE:** CORPORATE & COMMUNITY SERVICES  
**MINUTE NO:** 1250/2199  
**REVIEW DATE:** 30TH JUNE, 2012

### POLICY

This Policy was adopted at a meeting of Greater Hume Shire Council held on 21 November 2007.

#### 4. WRITING OFF RATES AND CHARGES

1250 *That:*

1. *Council set the amount of rates and charges above which any individual rate or charge may be written off only by resolution of Council at \$1,000.*
2. *the General Manager be granted delegated authority to authorise the writing off of rates and charges where the amount of any individual rate or charge is less than or equal to \$1,000.*

#### POLICY DOCUMENT CONTROL:

Writing Off Rates and Charges Policy		Adopted 21 Nov 2007 Minute 1250
Writing Off Rates and Charges Policy	Readopted, NO alterations	Adopted 17 Feb 2010 Minute 2199

## 1. Purpose

The purpose of Greater Hume Council's (GHC) Business Continuity Plan and related documents is to provide guidance and direction to the Continuity Management Team (CMT) during the management of a business continuity event. It will enable GHC to continue to operate with minimal disruption or downtime during an incident that may:

- Threaten a major service
- Harm the health and wellbeing of employees, customers, surrounding communities or the environment
- Damage the organisation's financial performance
- Damage the public's trust in GHC, its reputation or image.

## 2. Scope

GHC's Business Continuity Plan and related documents include events that may adversely affect all or part of the critical services or functions.

The objective of this Business Continuity Plan is to provide a readily accessible, useable and thorough document which enables GHC and its Officers to:

- Follow an agreed, tested and systematic approach for the management of a business continuity event
- Implement procedures to maintain essential services through the recovery periods
- Re-establish services and operations as quickly and efficiently as possible
- Minimise the effect on the public, staff and GHC.

Wider disruption to the community is beyond the scope of this procedure and will be managed in accordance with NSW Emergency

<https://www.emergency.nsw.gov.au/publications/plans/emplan.html>

## 3. Definitions

**Business Continuity (BC)** is the uninterrupted availability of all key resources supporting critical business objectives.

**Business Continuity Event (BCE)** is an event that by its duration exceeds the Maximum Allowable Outage (MAO) and/or has an adverse impact on critical business objectives.

**Business Continuity Management (BCM)** provides for the availability of processes and resources in order to ensure the continued achievement of critical business objectives.

**Business Continuity Plan/s (BCP)** are the procedures and documents developed and maintained in readiness for use during a BCE.

**Business Continuity Sub Plan/s (Sub Plan)** provide an agreed documented course of actions to be taken in the preparation, response and recovery phases of a BCE.

**Business Impact Analysis (BIA)** is a management level analysis that identifies the impacts of function loss on the organisation. The BIA provides management with data upon which to base risk mitigation and continuity planning decisions.

**Continuity Management Team (CMT)** is an assembly of executive management representatives and other specialised staff formed for the express purpose of responding to a BCE. The CMT structure will overlay all normal management structures during the response process.

**Emergency** is an event due to actual or imminent incident (such as a fire or epidemic) which endangers or threatens to endanger the safety or health of staff or visitors to the organisation; destroys damages or threatens to destroy or damage property of the organisation; and/or has the capacity to disrupt operations to the extent that it impacts on critical business objectives.

**Emergency Response Centre (ERC)** is a room for the CMT to centrally control and coordinate decision-making related to the BCE. Several room/location options need to be available to accommodate varying aspects of the BCE.

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

**Incident** is a situation with the potential to become an emergency or a BCE.

Document Name	Version Number	Date of Issue	Review Date
RISK – Business Continuity Plan / Procedure	1.0.0	1 May 2018	1 May 2022

## Business Continuity Plan / Procedure

**Infrastructure** is the physical assets whose incapacity or destruction would have a debilitating impact on the economic or physical security of GHC or the community.

**MANEX** is an acronym for the Management Executive Team, comprised of the GHC General Manager and Directors.

**Maximum Acceptable Outage (MAO)** is the maximum period of time that GHC can tolerate the loss of a critical business function, process, asset or IT application.

**Risk Management** is the systematic application of management policies, procedures and practices to the tasks of: identifying actual or potential hazards; analysing and assessing risks; eliminating, mitigating or controlling risks; and monitoring and reviewing.

**Warm Site** is a backup site contracted by GHC that specialises in Information Technology (IT) disaster recovery services.

**Work-around Procedures** are alternative procedures that may be used by departments to enable them to continue to perform critical functions during temporary unavailability of specific systems, data, equipment, facilities, services, etc.

**Worker** has the same meaning as Worker under Section 7 of the Work Health and Safety Act 2011, being: an employee; a contractor or subcontractor; an employee of a contractor or subcontractor; an employee of a labour hire company who has been assigned to work in the person's business or undertaking; an outworker; an apprentice or trainee; a student gaining work experience; a volunteer; or a person of a prescribed class.

### 4. Responsibility

As detailed in the Risk and WHS Responsibility Authority and Accountability Procedure, with specific requirements for:

- General Manager
  - Non-activation period
    - Effecting the Business Continuity Plan
    - Ensuring staff are regularly trained, as outlined in the BC Plan
    - Ensuring Sub Plans are regularly tested
    - Ensuring a review is conducted at the completion of a BCE and procedures and related documents are updated as required.
  - Activation period
    - Assembling the CMT
    - Participating with and leading the CMT to facilitate the BCM.
    - Participating in post-event reviews as required.
- Continuity Management Team (CMT)
  - Non-activation period
    - Reviewing the overall plan and related documents in line with a Business Impact Analysis (BIA), as outlined in the BC Implementation Plan
    - Participating in training and testing as required.
  - Activation period
    - Assessment of the Incident/Emergency/BC Event
    - Facilitating the BCM response, including coordinating all staff
    - Facilitating the BCM recovery operations
    - Facilitating post-event reviews as required.
- Department Managers
  - Non-activation period
    - Having current copies of all Business Continuity Documents and Sub Plan/s and Contacts of key personnel in a retrievable location
    - Reviewing, updating and testing Sub Plan/s for their areas of responsibility
    - Training relevant staff on Sub Plan/s
    - Assessing and escalating incidents to the CMT as necessary.
  - Activation period
    - Implementing Sub Plan/s in their area of responsibility when directed by the CMT
    - Participating in BCM and recovery operations as required

## Business Continuity Plan / Procedure

- Participating in post-event reviews as required.
- Section Coordinators, Supervisors and Gangers
  - Non-activation period
    - Cooperating with implementation of this procedure in their area of responsibility
    - Participating in training and testing as required
    - Assessing and escalating incidents to the CMT as necessary
    - Reporting any incident to their Manager or General Manager for assessment.
  - Activation period
    - Participating in Sub Plan implementation in their departments, or acting as the 'alternate person' if you have been assigned this role during your manager's absence
    - Participating in continuity management or recovery operations as required
    - Participating in post-event reviews as required.
- Workers
  - Non-activation period
    - Cooperating with their Manager and Supervisor to ensure implementation and compliance with this procedure
    - Participating in training and testing as required
    - Reporting any incident to their Manager/Supervisor or General Manager for assessment.
  - Activation period
    - Participating in Sub Plan implementation in their department as required
    - Participating in continuity management or recovery operations as required
    - Participating in post-event reviews as required.

### 5. Procedure Instruction

Non-activation period:

- The Continuity Management Team (CMT) members are to be identified and trained and participate with regular reviews and scenario testing. The CMT membership in GHC consists of:

Position	Name	Contact details
General Manager (CMT Chief)	Steven Pinnuck	(02) 6036 0115 0429 310 205
Director Corporate and Community Services	David Smith	(02) 6036 0180 0429 030 621
Director Engineering	Greg Blackie	(02) 6044 8903 0419 249 357
Director Environment and Planning	Colin Kane	(02) 6044 8928 0428 667 071
Chief Financial Officer	Dean Hart	(02) 6036 0106 0409 453 973
Manager Traffic and Infrastructure (LEMO, Chief Warden)	Michael Oliver	(02) 6044 8912 0429 089 680
Manager Waste and Facilities	Andrew Shaw	(02) 6044 8926 0457 731 824
Manager Corporate Services	Suzanne Klemke	(02) 6036 0116 0428 488 445
Information Technology Coordinator	Michael Rudebeck	0428 288 508

## Business Continuity Plan / Procedure

CMT Support Group		
Mayor	Heather Wilton	(02) 6036 2610 0400 989 238
Executive Assistant	Marg Killalea / Kerrie Wise	(02) 6036 0103 / (02) 6036 0186 / 0448 099 536
Purchasing Officer	Aaron Dixon	(02)06029 8311 0428 224 146
GIS Officer	Rebecca Marks	(02) 6044 8918
Risk & WHS	Di Snow / Jackie Lister	(02) 6044 8933 / (02) 6044 8942

- A corporate Risk Assessment shall be undertaken by the CMT to ensure current risks are fully understood and that potential impacts on GHC and its external stakeholders are known and managed. The Risk Assessment is to identify and prioritise the types of incidents that could cause disruption to the business and give a broad indication of the consequences of such incidents and their likelihood.
- A Business Impact Analysis (BIA) shall be undertaken by the CMT to consider:
  - key areas of resources (people, processes, information, infrastructure) required to achieve GHC's critical objectives
  - minimum acceptable level of operation and resource capability required
  - interdependencies and how they may be affected by a disruption
  - possible financial, customer, reputation, legal and staffing impacts that may be experienced during a loss or disruption to critical processes.
- Business Continuity Sub Plans are to be developed and maintained for key risks areas identified, where the maximum acceptable outage (MAO) period exceeds three (3) consecutive days. A Sub Plan template has been developed to ensure appropriate mitigation actions are documented consistently.
- Regular reviews and scenario testing is to be undertaken to ensure the continued achievement of critical business objectives, long-term adequacy and continuous improvement of business continuity planning.

### Activation Period:

- Assess the Event:
  - During a potential Business Continuity Event (BCE), the CMT Chief will utilise the BC Tool – Event Details Checklist to determine the most appropriate response: Incident/Emergency/BCE.
- Lead the BCE Response:
  - Where appropriate, the CMT Chief will activate the BCP, using the BC Tool – CMT Chief Checklist as a guide.
    - The BC Tool – Damage Assessment Checklist should be utilised initially and regularly throughout the BCE to kept abreast of the situation and recovery status.
  - Coordinate CMT Support Group to:
    - Ready the Emergency Response Centre (ERC)
      - The BC Tool – Emergency Response Centre Checklist should guide the set-up of the Emergency Response Centre (ERC) for use by the CMT
    - Ensure safety and welfare of staff
    - Keep accurate records and times of all key conversations and decisions
    - Activate the IT warm site if necessary
    - Notify insurer/s
  - Continue to use the BC Tool – CMT Chief Checklist to guide initial and practical response considerations

## Business Continuity Plan / Procedure

- Conduct impact analysis
  - Periodically complete the BC Tool – Damage Assessment Checklist
- Manage and monitor the situation
- Identify the most effective communication strategy with all stakeholders (tell the truth, tell it first, tell it fast), considering: workers and their families; mayor; councillors; service agencies; residents; ratepayers; unions; media; emergency services; regulatory authorities; contract companies; special interest groups; local communities, wider community; state and local governments. GHC Emergency Management Plans contain template wording for media statements.
- Develop response strategies
- Implement required Sub Plans
  - Sub Plan owners to provide regular status reports to the CMT
- Continue communication to stakeholders as necessary
- Resume business operations ASAP
- Notify Sub Plan owners to initiate recover phase of Sub Plans
- Continue to monitor and respond, as required.
- Review the Event:
  - Conduct post-event review with stakeholders
  - Recommend improvements to BCP and related documents
  - Review and update Corporate Risk Register as required
  - Manage post-event communication as required.

### 6. Training

As detailed in the Staff Education and Training Policy, the Employee Performance Appraisal Policy and the RWHS Health and Training Calendar, with specific requirements for Business Continuity Plan training and testing, as follows:

What	When	Who	Who Coordinates
Post-BCE Review	ASAP after Event	CMT & CMT Support Group	CMT Chief
Conduct a BIA in each department (review or revalidation)	4-yearly	All Managers and identified staff	RWHS
Review/update BC Plan/Procedure and related Documents	4-yearly, or as required	CMT & CMT Support Group	RWHS
Review/update all Sub Plans	4-yearly, or as required	Document owners	RWHS
Update staff and other contact lists and essential services phone numbers	6-monthly, or as required	Customer Service Staff	Manager Corporate Services
Check BC Kit contents, replace expired items	Annually	Purchasing Officer	RWHS
High-level BCP training or refresher	4-yearly	CMT	RWHS
General BCP Awareness training	4-yearly	All Staff	RWHS
Scenario testing	2-yearly	CMT, CMT Support Group & relevant others	RWHS – as part of StateWide RMAP
Review effectiveness of BCP controls	4-yearly	Audit Risk & Improvement	MANEX

## Business Continuity Plan / Procedure

		Committee	
Ensure current copies of all BCP documents and Sub Plans are in InfoXpert	As required	Document owners	RWHS

### 7. Links to Policy

Employee Performance Appraisal Policy  
Media Policy  
Risk Management Policy  
Staff Education and Training Policy

### 8. Links to Other Procedures

Emergency Management Plan – Holbrook Office  
Emergency Management Plan – Culcairn Office and Library  
Emergency Management Plan – Holbrook CTC  
Emergency Management Plan – Culcairn Depot  
Emergency Management Plan – Holbrook Depot  
Emergency Management Plan – Jindera Community Hub  
Emergency Management Plan – Jindera Depot  
Employee Assistance Program (EAP) Procedure  
Risk and WHS Responsibility Authority and Accountability Procedure

### 9. Links to Forms

RWHS Health and Training Calendar  
BC Sub Plan – template IX Doc ID: 229593  
BC Sub Plan – Information Technology IX Doc ID: 247065  
BC Sub Plan – Water:  
    Critical Points and Standard Operating Procedures IX Doc ID: 240723  
    Drinking Water Quality Incident and Emergency Response Plan IX Doc ID: 240726  
    Risk Based Drinking Water Management System IX Doc ID: 240727  
    Drought Management and Emergency Response Plan IX Doc ID: 23651  
BC Sub Plan – Wastewater – Pollution Incident Response Management Plans: Culcairn; Henty; Holbrook; Walla Walla (other sites follow same methodology)  
<http://www.greaterhume.nsw.gov.au/CouncilServices/WaterSewerage/tabid/128/Default.aspx>  
BC Sub Plan – Financial Services IX Doc ID: 232614  
BC Sub Plan – Emergency Response Centres IX Doc ID: 232615  
BC Tool – Event Details Checklist IX Doc ID: 243981  
BC Tool – Continuity Management Team – Chief Checklist IX Doc ID: 243980  
BC Tool – Damage Assessment Checklist IX Doc ID: 243982  
BC Tool – Emergency Response Centre – Checklist IX Doc ID: 243979  
BC Tool – BC Kit Checklist IX Doc ID: 244003  
GHC – Staff Telephone List IX Doc ID: 186980

### 10. References

Business Continuity Manual v.2 2014 – Randwick City Council  
Disaster Recovery Policy and Continuity Business Plan 2009 – GHC

### 11. Relevant Legislation

Work Health & Safety Act 2011  
Work Health & Safety Regulation 2017

### 12. Associated Records

Greater Hume Council – Risk & WHS Management System (RWHSMS)

## 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.

Document Name	Version Number	Date of Issue	Review Date
CORP – Use or Hire of Council Facilities Terms & Conditions	1.0.0	5 June 2018	As Required

## 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](mailto: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](http://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](http://www.apra.com.au/music-users)) and the Phonographic Performance Company of Australia ([www.pcca.com.au/licensing-home](http://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](mailto: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