



Cowra Shire Council
 Private Bag 342
 Cowra NSW 2794
 Phone: 02 6340 2070
 Fax: 02 6340 2011
 council@cowra.nsw.gov.au
 www.cowracouncil.com.au

Application For Use of Council Sportsground or Park

Name of Organisation: _____
 Full Contact Name: _____ Mr/Mrs/Ms/Miss
 Position: _____
 Address: _____
 Telephone No: [day time] _____ Fax No: _____
 Sportsground /Park Required: _____
 Number of Fields Required: _____
 Day/s of Activity: _____
 Date/s of Activities: _____
 Times of Activities: _____
 Details of Activity to be Carried Out: _____

Fees and charges (inc GST): Fees and charges apply to the hire of the sportsground/park in accordance with the Revenue Policy and are payable upon receipt of Council's invoice. The current fees and charges payable for your activity may be obtained by contacting Council on 63402070.

Additional Requirements:

Extra fees will apply for the use of flood lights, additional line marking, refundable key deposits for access to amenity buildings and waste disposal in accordance with the Revenue Policy. **Please indicate any additional requirements you may have:**

Power: _____
 Floodlights: _____
 Additional Line Marking: _____
 Waste disposal (please indicate number of bins required): _____
 Canteen facilities (where available): _____
 Access to Amenities: _____

- **Please note that by completing and lodging this Application you are acknowledging and agreeing to the attached Terms and Conditions, which form part of and govern the conditions of hire of the Sportsground/Park.**
- **Applications will not be accepted unless they are accompanied by a current Public Liability Insurance Policy which complies with the Council's terms and conditions.**
- If you have any enquiries regarding this application, please contact Council on 6340 2070
- Applications may be returned by fax on 63402011, or in person at Council's Customer Service Centre.

Office Use:
Received Date:
Time:
Registration Date:
Document No
Officer Initial:
Disposal:..... years

Office Use Only

Date received:
 Expiry date of PLP:
 Officer:

TERMS AND CONDITIONS OF HIRE AND USE

'Organisation' for the purpose of this Application shall mean the club, association, league, federation, society, team or other person or body to which the use of the Sportsground(s), Park(s) or facility specified in this Application is granted by the Council.

'Council' means the Cowra Shire Council.

'Sportsground/Park' means the Sportsground, Park or facility allocated by the Council and includes the dressing pavilion and all fixtures, fittings, structures and facilities on or at the Sportsground or facility specified in the Application.

1. The Organisation will pay the fees and charges invoiced by the Council upon receipt of the Council's invoice.
2. The Council reserves the right to suspend the use of the Sportsground/Park by the Organisation if it considers that the Sportsground/Park is not suitable for use or may be unduly damaged by use, in which circumstances Council will refund any fees/charges paid prior to the suspension of use of the Sportsground/Park, but in all other respects the Organisation shall have no claim against the Council for any loss or inconvenience resulting from any such suspension. The Organisation must not use the Sportsground/Park if it is excessively wet and if it may be unduly damaged by use.
3. The Organisation must, before using the Sportsground/Park or undertaking any activity whatsoever at the Sportsground/Park, ensure that the Sportsground/Park is in a proper and safe condition for use and take all steps necessary to protect the risk of injury to users occurring. The inspection to be undertaken by the Organisation must take place before any activity occurs and the inspection includes, but is not limited to, all structures and other facilities including in-ground sprinklers.
4. The Organisation must keep all vehicles off all grass surfaces at all times.
5. The Organisation is responsible for any damage done to the property of the Council which occurs whilst the Sportsground/Park is hired to the Organisation and the Organisation must pay to the Council such costs as are required for the repair of the damage.
6. The Organisation is responsible for the collection of rubbish and for rubbish to be deposited in approved bins (if present) at the Sportsground/Park so that the Sportsground/Park is left in a clean and tidy condition at the completion of each day of use. If the Council considers that the Sportsground/Park has not been left in a satisfactory condition, the Organisation will pay for the cleaning costs in accordance with the Council's revenue policy.
7. The Organisation must comply with the requirements of all Acts and Regulations applying in the State of New South Wales and with the lawful requirements of the Council and of any other Authority in any way affecting or applicable to the hiring of the Sportsground/Park and will compensate the Council for any loss or damage suffered by the Council by any non-compliance of such Acts, Regulations or other lawful requirements.
8. The Organisation will indemnify and keep indemnified the Council and its servants and agents from and against all actions, claims and suits or demands brought, maintained or made against them by any person or body of persons arising out of any act or omission of the Organisation, its servants or agents. The Organisation's liability to indemnify the Council under this clause shall be reduced proportionally to the extent that any unlawful or negligent act or omission of the Council or its servants or agents contributed to the relevant claim, suit or demand.
9. The Organisation must, at its own cost, take out public liability insurance, providing for indemnity with respect to each and every claim in an amount not less than \$20 million to cover any injury, loss or damage caused to any person or property (including the Sportsground/Park) arising out of the negligence of the Organisation or the Council or its servants or agents during the period of this hire or use by the Organisation. The Organisation must provide to the Council a copy of the insurance policy taken out at the time of lodgement of the Application. The Organisation must maintain that insurance for the period referred to in the Application.
10. Application to use Council's facilities must be made at least 2 weeks prior to the dates required.

I hereby acknowledge that I am duly authorised by the Organisation to complete this Application and to accept the Terms and Conditions of Hire and Use for and on behalf of the Organisation, and I confirm that I have read and understand the contents of this Application.

Signature: Print Name:

Position in Organisation:

Date: