# Terms & Conditions of Hire – Wedding Photography



The terms and conditions of hire have been developed to ensure the safe and equitable use of park facilities and to minimise impacts of activities on other park visitors and/or nearby residents and stakeholders.

#### Fees, Charges & Payment

Fees & charges consist of a site hire fee, and in some cases fees for entertainment and other inclusions and a bond. Unless requested by the Trust, private bookings do not attract a bond. In the case of a private booking the individual making the booking is the "responsible person" and is liable for any costs incurred by the Park Trust arising from the booking such as damage to facilities or removal of rubbish and/or litter after use.

Transmission of an online booking form or submission of a manual application does not guarantee a reservation.

Bookings are not confirmed until payment in full has been received the Trust. Partial payment is not accepted.

# Alterations

If you choose to alter your shelter hire for any reason after it has been confirmed an additional fee may apply. All requests must be received in writing or via email with at least 14 days' notice. You are only able to alter the booking information, no alteration or change can be made to the area hired once your booking has been confirmed.

## Postponement

If you choose to postpone your shelter hire after it has been confirmed an additional fee may apply. All requests must be received in writing or via email with at least 14 days' notice.

On the first instance no additional fee will apply. On all subsequent requests a \$60.00 administration and processing fee will be required to be paid prior to confirming the change.

## Wedding Photography

All wedding photography requires a valid permit. The permit provides approval for nonexclusive use of all areas within Western Sydney Parklands open to the general public but des exclude all sporting facilities, mountain bike trail, conservation areas and any leased properties

## **Advertisement of Event**

The external advertisement and promotion of any event or function must be approved by the Trust prior to publication or use thereof in any media. The Trust may withhold approval at its absolute discretion.

## **Cancellations & Refunds**

If you choose to cancel your shelter hire for any reason after it has been confirmed a cancellation fee will be deducted from the fees paid before they are refunded. All cancellations must be received in writing or via email.

The cancellation fee is calculated based on the amount of notice given. Where 21 days or more notice is provided a

\$60.00 administration and processing fee will be deducted from any fees paid. If less than 21 days' notice is provided all fees will be forfeited.

If you choose to cancel on the day of your booking due to adverse weather no refunds apply and all fees paid will be forfeited.

The Trust may cancel any booking by telephone, via email or in writing sent to the responsible person. If the Trust does cancel a booking a full refund of the hire fee paid will apply.

## **Public Liability Insurance**

Individuals who hire an area of the Park for private functions are generally not required to provide Public Liability Insurance, although this may be requested depending on individual activities and / or hiring applications. Any organisation that reserves an area of the Park must provide the Trust with a copy of their Certificate of Currency for Public Liability Insurance of not less than AU\$10 Million prior to the hire being confirmed.

## Vehicle Parking and Access

To ensure visitor safety and access in popular picnicking areas, the Parklands operates Restricted Parking Area schemes in a number of picnicking reserves. Parking is permitted only in marked bays. Bays are marked by signs and symbols and time restrictions apply in some areas. It is illegal to park outside of marked bays or overtime and fines apply for noncompliance.

There is no guaranteed parking and the reservation of parking bays for bookings is not permitted.

All vehicles must use designated vehicle access routes to, from and through the Parklands and must observe signs and directions and Regulations at all times.

Restrictions apply to buses and a Bus Access Permit must be obtained from the Trust website before buses enter the Park. Bus drivers must adhere to the Park's traffic management system at all times.

#### Noise

Noise from radios or the like, public address systems, amplifiers and musical instruments must be kept to a level that does not cause nuisance to other visitors. The Duty Ranger or other Trust officer has sole discretion in determining whether interference or nuisance is taking place and may issue directions to the responsible person as to any remedial action to be taken. It is an offence to fail to comply with the reasonable direction of an authorised officer.

## **Alcohol Consumption**

Consumption of alcohol is permitted within the Park when consumed responsibly and legally.

Where guests are served alcohol for consumption as part of the booking with or without a fee, entry ticket or other charge, a liquor license may be required. You are required to refer to the Office of Liquor and Gaming and confirm what licensing requirements apply for your activity and ensure you comply with all relevant requirements.

#### Waste Management

All waste and litter **including cigarette butts**, must be placed either in the bins provided in the Park or removed from the Park by the responsible person. In the event that the Trust incurs additional expense resulting from the removal of any rubbish left at the booked area or surrounds, including any rubbish left lying adjacent to the bin stations, the cost will be charged to the responsible person by withholding all or part of the bond or by invoice for private functions where no bond is charged.

Hot coals, ice and oil must not be put on the ground in the Park as it damages the grass.

#### **After Hours Access**

Where any booking requires access to park facilities outside the hours of 9am to 4pm Monday to Sunday, a call out fee may be charged to arrange for securing facilities such as power or gates. Such access is subject to prior approval by the Trust.

Where deemed necessary for the proper management of the booking, the Trust may require RMS qualified traffic controllers to assist at events and large private functions. In this instance the Trust will engage suitably qualified personnel and this cost shall be charged to the responsible person or event organiser. The Trust shall have the right to determine if this additional service is required.

#### **Additional Requirements**

In addition to the Terms & Conditions of Hire all park visitors are required to comply with the Western Sydney Parklands Act 2006 and the Western Sydney Parklands Regulation 2019.

#### **Failure to Comply**

All park users including responsible persons are required to ensure that they adhere to the terms and conditions of hire and the Western Sydney Parklands Regulation 2019.

Failure to comply with the any of the terms and conditions of hire or any reasonable request by an Authorised Trust Officer may result in the cancellation of your booking. In the case that your booking is cancelled due to non-compliance all fees will be forfeited.

In addition to the cancellation of your function, fines can apply for breaches of the Western Sydney Parklands Regulation 2019.

Use of Western Sydney Parklands facilities is subject to the Western Sydney Parklands Act 2006 and Western Sydney Parklands Regulation 2019. Failure to comply with the Terms and Conditions herein or any reasonable request of an Authorised Trust Officer may result in the cancellation of a shelter hire. Trust officers may cancel, refuse or alter any shelter hire at their discretion and shall notify the nominated contact or responsible person accordingly.