



# T O C A L

· HOMESTEAD ·

## TERMS AND CONDITIONS

### Access

Hirers have limited access to College facilities such as barbeque areas, car parks, paths, swimming pool and toilets. Events must not interfere with the College staff and students use of the facilities. Access to all residential quarters such as Student Accommodation, Gatekeeper's Cottage, Daly Kidd Cottage, Glendarra residential quarters, Duty Officer Cottage, Dairy residential quarters and Bona Vista residential quarters are strictly off limits to the public.

### Advertising

Hirers must use the name "Tocal Homestead" in all references to the location and address of the event, including any advertising or promotion of the Homestead, inclusive of events.

### Alcohol

Hirers are strictly prohibited from selling alcohol at the site. Private consumption of alcohol is by exception only and must strictly observe the Responsible Service of Alcohol practices in New South Wales. Alcohol must not be served to minors. Any person found to be intoxicated may be escorted off site.

### Applications

By booking the site, the hirer accepts these terms and conditions, and the responsibility to inform all persons involved in the operation of utilising the site, of these conditions. Failure to comply with the terms and conditions or instructions by the College representatives specified can be sufficient grounds to have the event terminated immediately or for the removal of persons not obliging.

### Camping and caravanning

Camping and caravanning is not permitted on the site.

### Cancellation and Wet Weather Policy

Tocal College reserves the right to cancel any site hire if circumstances prior to or during the event may result in issues of safety or damage to property.

An event can be postponed within 12 months of the original date of the hire of the site by contacting the Bookings team on 02 4939 8901 or via email at [homestead@tocal.com](mailto:homestead@tocal.com), 14 days prior to a booking.

In the case of a cancellation due to wet weather, Tocal College must be notified prior to 9am on the day of the event and an email should be sent to [homestead@tocal.com](mailto:homestead@tocal.com) and [tocalcaretaker@gmail.com](mailto:tocalcaretaker@gmail.com) along with a phone call to **0498 018 984**. Please be aware that a credit for another date will be applied should the

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957 Tocal Road, Paterson NSW 2421  
ABN 43 187 636 211

Tel: 02 4939 8901 Email: [homestead@tocal.com](mailto:homestead@tocal.com) [www.tocal.com.au](http://www.tocal.com.au)

cancellation be due to wet weather. Tocal College reserves the right to cancel a site hire, if the hirer has not made payment in full by the due date.

## **CCTV**

Areas of Tocal Homestead are monitored by a CCTV network; hirers have shown their acknowledgement of this when booking the site.

## **Cleaning and Signage**

Any litter, signage or equipment damage caused by the hirer must be cleaned and rectified at the conclusion of the event. Rice, flower petals, pampas grass and confetti (including bio-degradable confetti) are not permitted at any site.

## **Damage**

Repair costs for any damage caused as a direct result of any event will be claimed by Tocal Homestead. Tocal Homestead will conduct audits pre and post event.

## **Fires and BBQs**

Wood-burning fires are not permitted however portable barbeques are allowed on site with pre-approval from Tocal Homestead staff. In the event of a total fire ban, only electric barbeques can be utilised. Charcoal or heat beads from portable barbeques must not be disposed of on the site. Disposal on lawn or garden beds is not permitted.

## **First Aid**

Organisers of larger events should discuss first aid and similar risk management issues with the Tocal Homestead Co-ordinator on 02 4939 8901. A copy of our risk assessment can be found on our website.

## **Indemnity**

The hirer and its agents, guests, employees, contractors, or subcontractors, will indemnify and keep Tocal Homestead indemnified against any loss or damage to the property of the Homestead and against any legal liability for injury, death or damage to property of others arising from its occupation or its agents, guests, employees, contractors or subcontractors occupation of the site or activities under the agreement except to the extent that same is caused by the wilful or negligent act of Tocal Homestead.

## **Laws**

The hirer must comply with all laws including common law, principles of equity and all statutes, rules, regulations, proclamations, ordinances or by-laws, present or future and includes applicable Australian Standards and Codes of Practice (including all licences, approvals, consents, permissions or permits issued under same).

### **Livestock, flora, fauna and wildlife**

Participants in any event must not interfere with the farm livestock, flora or fauna. No birds, butterflies or other animals may be released. The hirer must avoid or minimise disturbance to others on the site as well as avoid damage or disturbance to vegetation, wildlife, and park assets. This includes not climbing the Fig Trees, as to respect the heritage site.

No livestock, including dogs, are allowed on site without the written permission of the Homestead Coordinator, the Association Guide dogs or Assistance dogs (with documented proof).

### **(Livestock, flora, fauna and wildlife cont.)**

No persons are allowed onsite if they have been in contact with pigs, tamed or untamed, within the last 48 hours.

### **Maintenance**

As part of the site hire agreement, hirers and participants must comply with the reasonable directions of Tocal College. Maintenance staff charge a \$200 fee for any requests regarding, but not limited to, garbage bins, mowing of grounds specifically for the hirer's use, set up of site including seating, bunding, temporary fencing and signage. A request to [homestead@tocal.com](mailto:homestead@tocal.com) must be sent at least 7 days prior to the event.

### **Smoking Areas**

Smoking is only permitted within the designated smoking area, map available on our website.

### **Noise**

Amplified noise must be kept to a minimum so as to not disturb livestock, students and staff and residents on site. The level of amplified noise must not exceed 5dBA above the ambient background noise, a legal requirement of the EPA.

### **Payment**

It is the responsibility of the applicant, to ensure that payments are paid in full prior to the due date. Tocal Homestead may cancel any site hire in the event that payment has not been made in full by the due date.

### **Privacy**

The information you voluntarily provide to Tocal Homestead is used for administrative purposes and to provide you with information relating to Tocal Homestead. You have the right to access and edit any information relating to you held by Tocal Homestead.

### **Public liability**

On acceptance of the booking, the hirer is to hold or take out and ensure that every contractor and subcontractor engaged to work at the site, holds or takes out (in respect of any workers working at the site) an insurance policy covering Worker Compensation in the State of NSW. A Public Liability insurance policy,

for an amount of no less than ten million dollars (\$10,000,000) or such other amount as may be specified by Tocal Homestead, for any single occurrence. The Liability insurance policy shall;

- Cover the hirer and Tocal Homestead for their respective rights and interests; and
- List the primary purpose for hiring the site.

### **Trading terms**

Tocal Homestead reserves the right to decline event applications, to adjust or vary terms and conditions and to apply bonds. Event fees and bonds are payable in advance. Fees are GST inclusive unless otherwise specified.

### **Traffic Management**

For events in excess of 75 participants, the organisers will need to provide a traffic management plan and have this approved prior to the event, excluding weddings. The traffic management plan will need to address how traffic will enter and exit the site safely from Tocal Road, how vehicles are parked and how traffic and pedestrians are separated.

### **Safety Risk Assessments**

All events held on the outdoor areas of the Tocal Homestead precinct will be required to conduct a risk assessment and to have this risk assessment approved prior to the event. The risk assessment will be conducted to identify risks associated with the event and provide reasonable mitigation strategies.

### **Structures**

Structures greater than 3m x 3m require separate approval and must follow all guidelines and requirements set by Tocal College. An engineers certificate upon erection must be provided as per guidelines to Tocal College staff. Any structure that requires the penetration of the ground, such as pegs for marquees, requires prior consultation with Tocal College Maintenance to ensure there is no damage to any irrigation or cabling systems. The approved location for your structure will be indicated with a map. The structure must not be moved from this location unless Tocal College staff has granted permission. Ground stabilisation pegs can cause damage. Structures must not be erected without a Tocal College Maintenance staff member being contacted on the day prior to erection.

**Vehicle access**

Motorised vehicles are only permitted on gravelled and unsealed roads and car parks unless prior arrangements to access lawns or footpaths have been made as part of the site hire agreement. Permission will usually only be granted to vehicles carrying equipment for site setup. Vehicles approved to access the site along pathways, before, during or after an event, may only do so if escorted by Tocal College staff. Drivers of authorised vehicles accessing service pathways or mown grass must travel at a speed suited to the conditions and below 10kph, obey sign posted road rules, give way to pedestrians and livestock, park so as to not block pathways, not drive, park, damage or turn on areas of unmown grass; turf, landscaping or other site assets or lock gates.

**Vendors**

No commercial mobile vendors are allowed on site without a separate and additional approval. This includes ice cream vans and coffee vendors.