

Procedure

Name:	TERMS & CONDITIONS FOR USE OF RECREATIONAL SPACES		
Procedure code:	CSRT 001		
Approval by MANEX / Manager	Date: 7 March 2016	By: Manager Community Spaces Recreation & Trades	
Last review date:			
Review timeframe:	Every 2 Years		
Next schedules review date:	2019		
Related legislation:	<ul style="list-style-type: none">• Local Government Act 1993 Ch6• Smoke Free Environment Act 2000 and Regulations• Liquor Act 2007• Work Health and Safety Act 2011 & Regulations• Protection of the Environment Operations Act 1997• Companion Animals Act 1998 and Regulations• Public Health Act 2010• Fair Trading (General) Amendment (Soccer Goals) Regulation 2005• Food Act 2003• Food Regulation 2015		
Associated policies / documents:	<ul style="list-style-type: none">• Application for Seasonal Allocation of Sports Fields• Application for Booking a Park, Sports Field, Beach or Showground• Risk Assessment for Sporting Groups		
Responsible department:	Community Spaces, Recreation & Trades		

Purpose

To provide for the operational aspects of organised usage of Council's sporting and recreational facilities through programmed management, to satisfy the demands of all users.

Related Documents

Australian and New Zealand Standards

- AS4866.1-2007, Playing field equipment; Soccer goals; Safety aspects
- HB 227-2003 Portable Soccer Goal posts - Manufacture, Use and Storage
- AS/NZ ISO 31000:2009 Risk Management - Principles and Guidelines
- AS/NZS 3760:2010 In-service Safety Inspection and Testing of Electrical Equipment
- Sports Lighting AS 2560.2.3-2007
- And any other relevant standard

Process to be followed when hiring a recreation facility

Step 1

Complete the relevant Application Form for either Seasonal Use or Casual Use of Sports Grounds or Casual use of Recreation Facilities such as parks, reserves, beaches and showgrounds. No bookings will be accepted unless Council receives a signed application form.

Step 2

Approval for use is subject to the following conditions

Definitions

Council – MidCoast Council

Ground- the playing surface and the immediate surrounding area.

Facility - all infrastructure associated with the sports ground, park or reserve

Risk Assessment - an assessment of the level of risk and likelihood of risk associated with the task.

Sports grounds - all parks, ovals, grounds and fields where organised physical activity is conducted and includes all infrastructure and grounds associated with the organised activity regardless if they are being used for organised activity.

Sublet- one user group who hires the Sports ground hires to another user group. User groups are to hire through Council only.

User group - includes but is not limited to organisations, clubs, businesses and schools.

1. Allocation of Grounds

- 1.1. Council allocates days/times for standard competitions and training (including pre-season).
- 1.2. Bookings will be confirmed in writing once the fees (if applicable) have been receipted and Council has received all the required documentation.
- 1.3. Major sporting events are to be booked separately from regular seasonal bookings, eg Regional, State competitions.
- 1.4. Pre-season training is to be booked in the same manner as seasonal bookings.
- 1.5. Applications for special events will be assessed through Council's Special Event Policy and Procedure.

2. Fees and Charges

- 2.1. Sports field users may be required to pay an annual fee or a casual hire rate as per Council's adopted fees and charges.
- 2.2. A *User Pay Levy* applies to nominated Sport and Recreation facilities. The current facilities and fee amounts can be found on the application for use form, under the heading Fee's and Bonds.
- 2.3. Sports field users will be charged a lighting fee for use of flood lights where they are provided at a sports field. The cost of lights is charged as per Council's adopted fees and charges.

- 2.4. Where flood lights are electronically controlled users will be charged as per the associated reports from that device.
- 2.5. Where flood lights are not electronically controlled users will be charged in half hour increments.
- 2.6. Key deposits and additional keys are charged as per Council's adopted fees and charges.

3. Insurance Requirements

The following is intended to be a *guide only* to the minimum level of insurance required and does not limit the liability of the user. The actual minimum level of coverage required will be confirmed with the user following submission and review of a detailed risk assessment. The user should not take the following information as advice on insurance cover.

3.1. Public Liability

The user is required to take out and maintain with a reputable insurance company a Public Liability Insurance Policy with a limit of indemnity of not less than \$20 million for any one occurrence. The user is required to submit a copy of their Public Liability Certificate of Currency to evidence the appropriate insurance is held prior to their application for use being approved by Council.

3.2. Other Insurance

Depending on the type and scope of activities proposed to be undertaken by the user, it is strongly recommended that the user and/or other participants hold additional types of insurance to cover other potential losses. Such insurance types may include, but are not limited to the following:

Products Liability – where the activity involves the sale or distribution of products.

Professional Indemnity – where the activity involves the provision of professional advice, instruction or training persons for financial gain or reward.

Motor Vehicle – where the activity involves the use or display of motor vehicles or the like on Council land.

Marine – where the activity involves the use of watercraft. Provision for this type of cover may be included in a general Public Liability Insurance Policy, but this must be confirmed by the insurance policy holder.

3.3. Property (Contents) Insurance

Council does not insure or provide any form of indemnity for the loss or damage to private property such as equipment or the like, which is stored in any Council building or structure or left on the grounds of the hired Council recreational space. It is recommended that clubs and associations take out and maintain adequate insurance to cover any associated losses.

4. Risk Management

4.1. Users must manage the risks of all activities associated with the hire to ensure the safety of participants, spectators and members of the public at all times. The user is responsible to ensure that the grounds and facilities are safe and fit for the purpose of the hire. All identified hazards/risks must be eliminated or controlled if the event is to proceed.

4.2. Sporting Activities/Events

A Risk Assessment Checklist for sporting groups is provided and must be completed prior to the commencement of each sporting activity/event (refer Attachment A). The

completed Risk Assessment Checklist is to be retained by the organisation/sporting group. A copy of the completed form may be requested by Council at any time.

5. Indemnity

5.1. The user indemnifies Council, 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 activities associated with the hire.

6. Reporting of Injuries / Incidents

6.1. The user shall report details of any accidents or other incidents involving personal injury or property damage, in writing, to Council by the next business day or as soon as practicable.

7. Work Health and Safety (WHS)

7.1. Users must comply with the *Smoke-free Environment Act 2000* and its associated amendments and regulations.

7.2. 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; tagging of electrical cords and equipment and use of chemicals.

7.3. Adequate access and egress for emergency services (eg: ambulance) must be maintained always.

7.4. For the safety of users, no ground penetration is allowed unless approval has been sought from Council and any underground services such as power, water, sewer and irrigation, have been identified. This must be done to limit any risks associated with ground penetration such as tent pegs, star posts etc

7.5. Children using the facilities must be under the direct supervision of a responsible adult always.

8. Ground Closure

8.1. Council reserves the right to close grounds and/or facilities due to maintenance, vandalism or inclement weather.

8.2. Council reserves the right to close fields for routine end of season maintenance and programmed works.

8.3. Council reserves the right to close the fields at any other time during the season should Council deem necessary to do so.

8.4. Playing on a closed field makes the organisation liable to the full cost of repairs to such a field.

9. Wet Weather

9.1. In the event of wet weather, users are required to check if the fields are open by checking signage at the fields, or Councils web site.

9.2. Under no circumstances is play or activities allowed to take place on a closed field.

9.3. If Council closes a sports ground on a Friday, then that ground will remain closed for the weekend or until such time Council reinspects the field.

9.4. Should wet weather occur and the sports ground is open, it is the club's discretion to determine if the fields are safe / suitable for the intended use.

10. Damage to Grounds / Facilities

- 10.1. The user is liable for costs incurred should any damage occur to fields and or facilities, including damage from use in wet weather or inappropriate use.
- 10.2. Council reserves the right to undertake any repairs and invoice the user.
- 10.3. User groups must inform Council as soon as possible if any damage is found to any sports ground, equipment, buildings and environments.

11. Special Events

- 11.1. Occasionally, Council may, under special circumstances, require the use of a ground for a special event or purpose. Under these circumstances, Council has the right to the occupation of the ground for the duration of the event. Council will provide as much notice as possible under these circumstances and will assist the affected user group in finding a suitable alternative venue.
- 11.2. Applications for special events will be assessed through Council's Special Event Policy and Procedure.

12. Keys

- 12.1. A refundable key deposit is required at the time of issue and charges as per Council's adopted fees and charges.
- 12.2. Keys must be returned to Council on the first available working day after the event for casual hire or at the completion of the season for seasonal hire. If keys are not returned within the prescribed period (whether lost, stolen or destroyed) the key deposit may be forfeited and a new deposit may be required prior to issue of a new key.
- 12.3. Clubs/Organisations may be issued with additional keys where required following payment of a non-refundable fee per key. The cost for key deposits and additional keys are as per Council's adopted fees and charges.
- 12.4. The cost of re-keying locks due to the loss or damage of a key shall be charged to the user.

13. Goal Posts

- 13.1. Where the activity requires use of portable goal posts, the hirer 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. This mandatory standard does not apply to permanent or semi-permanent soccer goals. Goals are considered permanent or semi-permanent if the upright posts are designed to be fixed to or fitted into the ground.
- 13.2. The mandatory standard for moveable soccer goals is based on Australian Standard AS4866.1-2007, *Playing field equipment; Soccer goals; Safety aspects*.
- 13.3. Where the activity requires use of non-portable (fixed) goal posts, the hirer 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.

- 13.4. Football (soccer) posts are the responsibility of the hirer.
- 13.5. Rugby League, Rugby Union, Australian Football League (AFL) and multi-purpose posts are the responsibility of Council.
- 13.6. Clubs are responsible for the storage of portable goals. Goals are to be removed at the conclusion of each day and stored in the correct manner in accordance with current Australian Standards.

14. Lighting

- 14.1. Use of the flood lights shall be restricted to the type and level of sports that comply with the standard of flood lights installed.
- 14.2. Field lighting is to be turned off immediately at the completion of training or competition periods.
- 14.3. Any locks provided at the switch boxes are to be secured to prevent unauthorised use.
- 14.4. Sports field users will be charged a lighting fee for use of flood lights where they are provided at a sports field. The cost of lights is as per Council's adopted fees and charges.
- 14.5. Where flood lights are electronically controlled users will be charged as per the associated reports from that device.
- 14.6. Where flood lights are not electronically controlled users will be charged in half hour increments. It is the hirer's responsibility to ensure records are kept if usage varies from the allocated booking (ie log book).
- 14.7. A lighting account will be sent to each user at the end of the season for seasonal use based on the booking.

15. Line Marking

- 15.1. Substances containing or consisting of sump oil, creosote, herbicides or lime are not approved line marking agents and are not to be used under any circumstance.
- 15.2. Line marking is the responsibility of the user and the matter being used must be approved by Council prior to any line marking taking place.

16. Canteen

- 16.1. Exclusive use of canteens cannot be guaranteed.
- 16.2. All user groups using canteen facilities will do so in accordance with current State Health Regulations.
- 16.3. Food must be handled and stored in accordance with Council's current safe food handling procedures. Please contact Council's Environmental Health Officer for further information.
- 16.4. Council will not be responsible for the loss of perishables for any reason. Any loss of perishables will be the sole responsibility of the user group.
- 16.5. To discourage vandalism valuable goods (cash, alcohol, foodstuffs) must not be stored on the premises outside activity operations.

- 16.6. All stock and appliances will be the responsibility of the user.
- 16.7. Electrical appliances belonging to clubs will be required to be checked and tagged by an accredited person in accordance with Work Cover Code of Practice and Australian Standards Technical Guidelines (ANZ 3760). Any faulty equipment is to be unplugged and tested by an authorised person before use. Any repairs to electrical equipment must be carried out by a qualified electrician.
- 16.8. Only one electrical appliance is to be used in each power point. Appliances are not to be piggy backed into each other.
- 16.9. In the case of shared facilities, it is the responsibility of users to coordinate a shared use of space and appliances.
- 16.10. Glass containers and bottles are not permitted on any Council reserve, park or sportsground. It is the responsibility of the user groups to ensure that this rule is enforced. User groups will be charged the cost of removal of glass from the Sportsground.
- 16.11. The Canteen is to be left clean. i.e. benches wiped, floors swept. If necessary floors are to be washed clean. Detergents and cleaning equipment are to be supplied by the user group.

17. Alcohol

- 17.1. All user groups wishing to sell Alcohol will be required to obtain permission from Council with specific dates and times, as well as hold a Function On-licence in accordance with the current legislation under the *Liquor Act*.
- 17.2. All persons who will be carrying out the sales of Alcohol will be required to have a Responsible Service of Alcohol Certificate. Any persons who are caught consuming Alcohol on Council Property without prior approval; become the responsibility of the user group.
- 17.3. Users must comply Alcohol Prohibited areas ie an area where alcohol is banned between 8pm and 6am. This ban applied to all parks, beaches, reserves and oval where indicated by signage.
- 17.4. Users must comply with Alcohol Free Zones, ie an area where public drinking of alcohol is banned 24/7. This applied to parks and reserves indicated by signage. Further information is available from Council.
- 17.5. Glass containers are strictly prohibited from all grounds and facilities.

18. Cleaning

- 18.1. All sportsgrounds, pavilions, grandstands and facilities are to be kept in a neat and tidy condition by the user group using the sportsground. All litter and debris is to be placed in an appropriate waste receptacle.
- 18.2. Change-rooms and toilets are to be cleaned, locked and left in a neat and tidy condition after each use.
- 18.3. A cleaning fee will be imposed on the user group responsible if the facility is not left clean and tidy. The fee charged will be as per Council's adopted fees and charges.

19. Sportsground Facility Care

- 19.1. All premises are to be secured at the completion of the activity including securing all windows, doors, gates, bollards and the like.
- 19.2. It is the responsibility of the user group to ensure all lights are turned off and all taps and showers are turned off.
- 19.3. Equipment brought onto the grounds must be removed on the same day. For the safety of all users and security of equipment the amenities building is not to be used as a storage area.
- 19.4. Council is not responsible for security or replacement of any equipment supplied by the users.
- 19.5. Users are to ensure that garbage is collected and delivered to the waste transfer station unless other arrangements are made with Council's contractor.
- 19.6. Users will be responsible for ensuring that adequate toilet facilities are available at all events and are maintained in a clean and hygienic manner always. Please contact Council's Environmental Health Officer for further information.

20. User Maintenance

- 20.1. Users are not to undertake any alterations or additions to existing facilities without Council approval. Users must ensure that works are carried out by appropriately licensed and insured tradesmen and are overseen by Council.
- 20.2. Any work undertaken on Council property requires that appropriate WHS Work Method Statements and risk assessments are documented and implemented.
- 20.3. Information regarding service locations (ie underground power, irrigation etc.) is available from Council.

21. Capital Works

- 21.1. Capital works programs / requests should be considered by the appropriate Sport and Recreation Committee for that area with the Sport and Recreation Committee bringing those requests to Council.
- 21.2. Where no Sport and Recreation Committee exists for such an area requests must be in writing and submitted to Council.

22. Vehicle Access

- 22.1. Vehicles are not permitted on the playing surface or any grassed area other than emergency vehicles.
- 22.2. No vehicles are to be driven or parked within any fenced / bollard area.
- 22.3. If vehicle access is required for unloading and loading of equipment prior permission must be sought from Council.

23. Signage, Advertising and Broadcasting

- 23.1. All signage including advertising and temporary signs need to be authorised by Council.
- 23.2. Signage of an offensive and discriminative nature is prohibited at all times.
- 23.3. Users are responsible to ensuring all copyright laws are observed in relation to advertising and promotional signage.

- 23.4. Noise Levels must not exceed 5 decibels above background noise measured at the nearest affected habitable room in any other residential premises (regardless of whether any door or window to that room is open).
- 23.5. Excessive noise levels can be generated by music, amplifiers, refrigerators, generators, motor engines and crowds. If you anticipate that noise will exceed the acceptable levels please contact Council's Environmental Health.

24. Animal Control

- 24.1. For the health and safety of all user's animals (except for guide/hearing dogs) are prohibited from all sports grounds. The exception to this is approved livestock areas such as showgrounds and any other area approved by Council.
- 24.2. Unless signage indicates, no animals are allowed on reserves and parks, with the exception of on leash and off leash areas.

25. Subletting

- 25.1. User groups shall not sublet grounds to other groups unless approved by Council. This ensures casual users are fully aware of terms and conditions of the hire of the venue and also contribute to maintenance costs.
- 25.2. Hirers intending to engage the services of or allow commercial vendors to operate at the facility must obtain Council approval prior to the event.

Review and Revision

This procedure is to be reviewed every two years.

Responsible Officer / Department / Section

Parks Asset Officer / Community Spaces & Services / Community Spaces, Recreation & Trades.

Attachments

- A. Risk Assessment Checklist for Sporting Groups