

PARK AND SPORTSGROUND HIRE FOR COMMERCIAL ACTIVITIES TERMS AND CONDITIONS OF USE

1. Introduction

Mitchell Shire Council manages and maintains parklands for the community to use for recreation purposes.

Sporting reserves primary use is to support community participation in organised sport. Sporting reserves also provide other sport, recreation and social opportunities for the broader community.

Public Parks are public places and therefore cannot be booked for your exclusive use (except for certain events, markets or particular structures like Goulburn Park rotunda for weddings and similar ceremonies).

2. Definitions

Ancillary facilities: Facilities at a park or reserve that support its use, for example seating, BBQ's, toilets, shelters, pathways, fencing and car parks.

Application form: Mitchell Shire Council Park and Sportsground Hire for Commercial Activities Application Form. It is an application form only and does not confer any usage rights.

Assignment: The transfer of usage rights to another party.

Bond: A specified amount paid by the hirer along with hire fees for the venue or sportsground as security against damage to the facility.

Bookings: Usage rights formally given by Mitchell Shire Council to use a park or sportsground at particular times on particular days/dates.

Committee of Management: An Incorporated Association which manages a venue on behalf of Council under a Funding and Service Agreement with Council. (This includes venues on Crown land for which Council has been appointed Committee of Management under Crown Land (Reserves) Act 1978).

Council: Mitchell Shire Council (includes staff acting on behalf of Council).

Crown land: Crown land owned by the state government.

Crown land Committee of Management: A Committee of Management appointed by the responsible Minister, under the Crown Land (Reserves) Act 1978, to manage a specific area of land on behalf of the state government. Mitchell Shire Council is the Committee of Management for Crown land sportsgrounds in Mitchell (except for Kilmore Cricket and Recreation Reserve).

Equipment: Items being used by the hirer or hirer's client on Council parks and sporting reserves

Hirer: The Commercial health and fitness provider/s that has been given usage rights for the park or sporting reserve by Council.

Home team: A seasonal hirer of that pavilion and other facilities.

Park: An area of land set aside for public use, rest and recreation which may contain playground equipment, toilets, BBQ's or open space.

School: A recognised primary or secondary school located in Mitchell.

Season: A set period of competition where teams play against each other on a home and away basis.

Sport: an activity involving physical exertion and skill in which an individual or team competes against another or others.

Sporting reserve: An area of public open space which contains a sportsground/s, pavilion/s and ancillary facilities.

Sports club: An incorporated body affiliated with a recognised sporting association which conducts a competition on a seasonal basis.

Sportsground: An area of public open space developed primarily to support sports club competition.

Unauthorised use: Use of a park or sporting reserve for any organised activity without a booking.

Usage rights: Are the rights to use the park or sporting reserve at the times/days/activity approved and under Mitchell Shire Council Park and Sportsground Hire For Commercial Activities Terms and Conditions of Use.

Venue: Council sportsground or park and ancillary facilities.

3. Park and Sportsground arrangements and management at Mitchell

Parks: Council directly manages the majority of public parks in the Shire and are responsible for bookings at these parks.

Sportsgrounds: Mitchell Shire Council directly or indirectly (via Committees of Management) manages sports grounds, pavilions and ancillary facilities. Sportsgrounds located at school sites are managed under a Joint Use Agreement between Mitchell Shire Council and the school.

Council and Committees of Management work in partnership with sporting clubs and other users to ensure that sportsgrounds are managed and used responsibly so that they remain fit for their primary purpose of community sport competition.

Note: Inappropriate use can result in damage to the sportsground, impacting on safety and suitability for competition use as well as costly repairs therefore, not all activities will be suitable to operate on a sportsground. Cases will be assessed on an individual bases.

Sportsgrounds managed directly by Council are: Green Hill Reserve Upper and Lower ovals (Wallan), LB Davern Reserve (Wandong), JJ Clancy Reserve (Kilmore) and Chittick and Bennett Ovals at Chittick Park (Seymour). Bookings for these sportsgrounds are therefore managed by Council.

Sportsgrounds managed on behalf of Council by Committees of Management are: Harley Hammond Reserve (Broadford), Kings Park (Seymour), Tallarook Recreation Reserve, Pyalong Recreation Reserve and Tooborac Recreation Reserve. Bookings are therefore managed by the Committee of Management for the site.

Sportsgrounds managed by Council under a Joint Use Agreement are: Wallan Secondary College Oval and Broadford Secondary College Oval and Pitch. Bookings for these sportsgrounds are managed by Council and are restricted to specific hours of the day set out in the Joint Use Agreement.

4. Bookings

Additional/changed use: Should the hirer need to change or vary its usage rights, prior approval must first be obtained from Council.

Approved use: Application forms are assessed and then usage rights are given in writing for specific uses on specific days and times. Such approval does not confer exclusive usage rights and Council may at its discretion approve use of the park or reserve by other parties.

Assignment of use: Hirers are given approval for specific use. These rights cannot be assigned to any other party nor allow any other party the right of use.

Closures/restrictions: If there has been damage or is likely to be damage to a venue, Council has the right to close or restrict the use of the venue. For cancellation terms see [5. Cancellation/Refund Terms](#).

Emergency evacuation: Where a park/reserve is located in areas which could be subject to a bushfire event, the hirer must have a documented Fire Plan, developed in conjunction with the CFA and Victoria Police, which can be implemented. During emergency events, hirers must comply with any warnings, advices or direction given by emergency service personnel.

Fees: Council introduces new fees on 1 July annually. Hirers will be invoiced based on the fees and charges for the financial year of the date/s of their booking usage.

Payment of fees: Hirers required to pay a fee and/or bond for their booking will be invoiced prior to the booking date/s. Hirers experiencing financial difficulty should contact Council's Recreation Officer prior to the due date of payment to arrange a payment schedule.

Unauthorised use: If an individual or organisation uses a park or reserve for Commercial Health and Fitness activities without prior permission, they will be required to pay a fee. If that group is a hirer, such use is a breach of these Terms and Conditions of Use. Note: An application for use is not an approval for use. Unauthorised use may also impact on the user's insurance coverage.

Withdrawal of usage rights: Council can withdraw or restrict usage rights temporarily or in full if the hirer does not comply with Mitchell Shire Council Commercial Health and Fitness Provider Hire Terms and Conditions of Use.

5. Cancellation/Refund terms

Cancellation/ reschedule by Hirer - Casual hires: Cancellation provided in writing up to five (5) business days prior to the hire date results in 100% of fees being refunded minus an administration fee of \$15.

Hires that are rescheduled up to five (5) business days prior to the hire date and rescheduled to no more than 30 days after the original booking will attract an administration fee of \$15 in addition to the hire rate.

Hires that are cancelled or rescheduled with less than five (5) business days' notice in writing forfeit 100% of fees paid.

Cancellation/ reschedule by Hirer - Annual hires: Cancellation provided in writing up to five (5) business days prior to the event results in 100% of fees being withheld from charge minus an administration fee of \$15.

Hires that are rescheduled up to five (5) business days prior to the hire date and rescheduled to no more than 30 days after the original booking will attract an administration fee of \$15 in addition to the hire rate.

Hires that are cancelled or rescheduled with less than five (5) business days' notice in writing result in 100% of fees being charged.

Cancellation or hire refusal by Council: Council may refuse or cancel any booking at a venue at their discretion. The Manager or delegate will provide the hirer with five business days' notice where possible and an explanation for the cancellation.

Council reserves the right to cancel any booking if the venue is required for:

- Council events
- Community events, e.g. Carols by Candlelight
- Facility maintenance
- Municipal, State or Federal elections
- National or regional emergency
- Code Red days
- Emergency maintenance
- Pandemic testing or vaccination sites
- Other conditions which are deemed to pose a public risk

Council will not be liable for any loss to the hirer due to cancellation by Council. Council will endeavour to assist groups to relocate to an alternative facility where possible. Where alternate venue options are not available the hirer will have the option of a full refund or to reschedule their booking.

Please note: future dates will be subject to availability.

6. Care of Parks/Reserves, Ancillary Facilities, Surrounds and Equipment

Advertising/Sponsorship signage: If you intend to erect signage including advertising/sponsorship you must obtain prior written permission from Council.

Damage/misuse: Any damage, faults, graffiti, vandalism or potential/identified risks are to be reported to Council immediately.

Should Council or the Committee of Management be required to undertake additional cleaning and or repairs as a result of misuse of the venue, the hirer/s will be responsible for meeting the costs. This includes all ancillary facilities, surrounds and equipment such as play spaces, park furniture and goal posts.

Exclusion Zones: No commercial activities are permitted in the following areas:

- Playgrounds, skate parks, basketball courts etc.
- Trees, garden beds and vegetation.
- Picnic and barbecue facilities.
- Park furniture, buildings and structures (including seats and tables).
- Environmentally sensitive areas such as bushland

- Socially or culturally sensitive areas, including memorials, cemeteries and public art works
- Any designated sportsgrounds without a specific booking
- Stairways within open spaces and footpaths may be transited but not used for training activity.
- Any areas that may be temporarily closed by Council.
- Any other areas that may be nominated by Council at any time.

Excluded activities/equipment:

- Aggressive or intimidating activities including combat/fighting training.
- Amplified music or use of amplified audio (voice) equipment.
- Organised ball sports are restricted to designated sportsgrounds.
- The offering for sale of clothing, merchandise, equipment, refreshment, goods, services or products.
- The setting up of gymnasium type equipment (e.g. weight benches, weight stacks, stationary bikes, punching/boxing bag, treadmills, steppers etc.).
- Portable structures.
- Other activities/equipment may be nominated by Council at any time.

Parking/traffic: Unless responding to an emergency, parking is not permitted on parks, sporting reserves, sportsgrounds, footpaths or nature strips and must not obstruct driveways or emergency vehicle access points.

Periodic inspections: Regular inspections of venues are undertaken by Council. Hirers must comply with all reasonable actions they may be required to take following these inspections.

Surface penetration/disturbance: Irrigation and drainage infrastructure can easily be damaged by pegs, spikes and other items. Penetration or disturbance of the park/reserve surface is strictly forbidden. Hirers must not interfere with or adjust any venue irrigation systems.

Trees and vegetation: Trees and vegetation at the venue must not be damaged.

Waste and litter: Hirers are responsible for ensuring that all waste and litter generated from their use of the park or sportsground is cleaned by the end of the booking. Hirers providing services that involve domestic animals must bring a plastic bag ready to pick up any animal waste. Bins are supplied to parks and sporting reserves by Council for general public use. The hire of extra bins for your booking will incur an extra fee. If the park has been left in a poor condition following use or rubbish is left beside park bins, the hirer will be charged a fee to cover extra cleaning costs and waste disposal.

7. Risk Management, Compliance and Insurance

Dangerous goods: Generally, flammable liquids and gas should not be brought into public parks. If LP gas bottles are brought into the park they must be 'in date', secured, used and stored in accordance with Energy Safe Victoria's *Code of Practice for the Safe Use of LP Gas at Public Events in Victoria*. Use of barbecues is subject to any fire restrictions.

Emergency procedures: Should there be a situation where attendance of emergency services (Police, Fire or Ambulance) occurs, at the Hirer's request or otherwise, Council must be informed immediately.

Emergency services call-outs will be investigated. If Council, the MFB or CFA determine the call-out is caused by hirer negligence, you will be invoiced for the full amount charged.

Emergency vehicle access: Must be maintained at all times.

First Aid: All personal trainers that are using Council parks or reserves must have first aid qualifications.

Insurance: Hirers must have public liability insurance for a sum insured of not less than \$20M. The policy is to be maintained as current during the period of the booking. The policy must indemnify the hirer and the Council from any liability arising out of the hirer's use of the venue, including cover for all activities.

Note – Most public liability policies exclude cover for activities such as events, temporary structures, amusement machines, jumping castles, fireworks and other activities considered higher risk. It is vital to check exclusion clauses in the policy.

A certificate of currency of the policy stating the level of cover and any exclusion clauses must be provided to Council as part of the application to hire the venue. Hirers must not undertake activities not covered by their Public Liability Insurance.

The hirer is solely responsible for obtaining contents insurance for their contents.

Professional Indemnity: The hirer must have current Professional Indemnity Policy of Insurance in respect to the activities specified herein in the name of the applicant providing coverage for a minimum of \$20 million. The professional indemnity Policy shall cover such risks and be subject only to such conditions and exclusions as are approved by Council.

Indemnity: The hirer agrees to indemnify and keep indemnified and to hold harmless the Council, its servants and agents and each of them from and against all actions, costs, claims, charges, expenses and damages whatsoever which may be brought or made or claimed against it by any of them arising out of or in any way related to the granting of this licence and/or the use of Reserve. Council is not responsible for any theft, loss, damage or injury suffered by the hirer or any guest or invitee of the hirer, or any person coming on the premises during the period of hire, and the hirer indemnifies the Council in respect of all claims for loss, damage or injury caused to any person or property during the period of hire, or as a result of the use by the hirer of the venue.

Keys: For certain activities hirers may require keys. Council may provide hirers with keys to enable access to gates during the approved use days/times if required. Hirers are responsible for returning all keys at the end of the hire period. Under no circumstances are keys to be loaned to any other party. Hirers are not permitted to change or add locks. Any lost or stolen keys must be reported to Council immediately. Should keys be lost or stolen, the hirer is responsible for any costs, which may include rekeying at the venue.

Qualifications and registrations: All personal trainers using public parks and sporting reserves must be qualified with at least a certificate 4 or diploma in fitness and be registered with Fitness Australia or Physical Activity Australia.

Domestic animal businesses must register their business with Mitchell Shire Council and comply with the Domestic Animal Act 1994 and Code of Practice for the Operation of Dog Training Establishments.

Reporting of incidents/accidents: Incidents or accidents arising out of the hirer's use of the venue should be reported to the Council and the hirer's insurance provider. Serious incidents should be reported immediately and minor incidents within 7 days. Serious incidents mean that emergency services were required or hospital attendance.

Risk management: Hirers are responsible for ensuring that all reasonable precautions are taken to ensure the safety of themselves and their clients. Hirers must comply with the risk management and safety requirements of their employer (if applicable) and insurers. Hirers are responsible for conducting a risk assessment of the venue prior to their booking.

Security: Hirers are responsible for ensuring that the venue is appropriately secured after use. Specific requirements are dependent on the venue and management model in place. If the hirer has not properly secured the venue and an after-hours security call out is required the hirer will be charged the cost of the call out.

8. Safe, Healthy, Inclusive and Respectful Environment

Animals: Hirers providing services that involve bringing domestic animals into parks and sportsgrounds must abide by the rules of the venue and comply with signage noting some areas are strictly dog-on-lead. Expectations of dog owners in public places is available to be viewed at www.mitchellshire.vic.gov.au/residents/animals/dog-ownership/responsible-dog-ownership.

Behaviour: Hirers are not to conduct or allow to be conducted any activity which could be considered noxious, offensive or immoral. Hirers are not to annoy or create a nuisance of the other park users.

Compliance with laws: Hirers must comply with all laws and regulations which may apply to the hirer's use of the venue. This includes laws and regulations in place in response to Covid-19.

Drugs: Hirers must not bring or use illegal drugs in a public park or sporting reserve. Sports hirers must comply with Victorian Sports Anti-doping Policy which applies to all organisations conducting sporting competitions, sports organisations, their affiliates and members in Victoria, and any person or organisation receiving Victorian Government support for sporting activities. The policy is a requirement of the Victorian Sports Anti-doping Act 2005.

Equal Opportunity: Hirers must comply with the requirements of the Equal Opportunity Act 2010, Gender Equality Act 2020 and Disability Discrimination Act 1992, including, if applicable Equal Opportunity Act 2010 Division 7 – Discrimination in sport and Division 6 – Discrimination by clubs and club members.

As of July 2024, all hirers must comply with requirements of the Fair Access Policy.

Equipment: Hirers must ensure that any equipment used does not create hazards or obstructions.

Health and safety: Sports Hirers must comply with the Victorian Code of Conduct for Community Sport (VCCCS) and should comply with SunSmart and Good Sports.

Illegal activities: Hirers must ensure that no illegal activity occurs as a result of their use of the venue. Illegal activity can include under-age or unlicensed drinking, drug trafficking/use and gambling. Hirers must report any illegal activity to Council promptly.

Noise: Hirers must not disturb the local amenity and comply with all requirements under the Environment Protection Act and Regulations. No amplified music is permitted without prior permission from Council. Permission will specify the need for compliance with the Act and regulations.

Protection of children from sexual abuse: Hirers must comply with the Crimes Amendment (Protection of Children) Act 2014. Since 27 October 2014 it has been an offence for an adult (aged 18 and over) who holds a reasonable belief that a sexual offence has been committed in Victoria by an adult against a child (aged under 16) not to disclose that information to police (unless they have a reasonable excuse). Further amendments introduced, effective 1 July 2015, new criminal offences for failing to protect a child under the age of 16 from the risk of sexual abuse. A person in a position of authority in an organisation will commit an

offence if they know of the risk of abuse and have power or responsibility to reduce or remove the risk, but negligently fail to do so.

Smoke free: Hirers must comply with The Tobacco Act 1987 and The Tobacco Amendment Act of 2016. The Tobacco Act 1987 prohibits smoking:

- Within 10 metres of children's playground equipment and skate parks in outdoor public spaces, and
- Within 10 metres of sporting venues in outdoor public places during an organised underage (persons under the age of 18 years) sporting event.

Working with Children: Hirers must comply with the requirements of the Working with Children Act 2005 and that any employees or volunteers required to have Assessment Notices and WWC Check Cards do not undertake 'child related work' until these are obtained.

9. Maintenance/Works

For parks and reserves booked directly with Council any damage, faults, graffiti, vandalism or potential/identified risks are to be reported to Council immediately.

No improvements, alterations, modifications, installations or additions can be made to the venue.

10. Breach of Terms and Conditions of Use

Council has the right to withdraw or restrict the hirer's rights to use a park or reserve if the hirer breaches the Mitchell Shire Council Park and Sportsground Hire for Commercial Activities Terms and Conditions of Use. If a bond has been paid, it will not be refunded to hirers who breach the terms and conditions of use.

In the event of hirer failure to adhere to terms and conditions of use or negligence, the following additional charges may apply:

Exceeding booked hours	Casual rate will apply per hour
Replacement of key/access fob	\$60 per key (max) for keys/ fobs not returned within five (5) business days of the hire
Fire Brigade attendance	Total cost as advised by Fire Brigade
After Hours Officer call out fee	POA*
Extra cleaning (if applicable)	POA*
Damage to grounds	POA*

**Price on advisement. A Council officer/contractor will assess facilities after hire. Additional cleaning or repairs will only be completed by Council approved contractors. Council reserves the right to recover costs associated with any repairs. These charges are final and non-negotiable.*

11. Grievance Procedure

If an applicant or hirer feels they have been treated unfairly and is unable to resolve the situation through normal enquiry processes to Council, the following grievance procedures apply –

1. Submit complaint in writing to the Recreation and Open Space Coordinator.
2. The Recreation and Open Space Coordinator will investigate the complaint and circumstances with the complainant and Council officers or other relevant parties.
3. Through negotiation, the Recreation and Open Space Coordinator will attempt to resolve the issue/s.
4. Should there be any outstanding issues, these can be raised with the Manager Active Communities for further investigation and resolution.
5. The Manager Active Communities' decision will be final.

12. Communication/Key Contacts

Council will in the first instance contact the hirer (contact person) for all matters related to usage of the venue. If this person is not going to be available an alternate contact should be provided to Council.

13. Council's Contacts

Issue	Contact	Phone	Email
After Hours issues or emergencies – before 8.30am and after 5pm weekdays.	Mitchell Shire after hours service	5734 6200	
FASA Agreement/Lease/Licence	Recreation Officer	5734 6477	Recreation@mitchellshire.vic.gov.au
Maintenance Issues	Recreation Officer Customer Service	5734 6477 5734 6200	Recreation@mitchellshire.vic.gov.au
Bookings and seasonal allocations	Recreation Officer	5734 6477	Recreation@mitchellshire.vic.gov.au
Club or Committee issues	Recreation Officer	5734 6477	Recreation@mitchellshire.vic.gov.au
Complaints	Recreation Officer	5734 6477	Recreation@mitchellshire.vic.gov.au