

PAVILION HIRE TERMS AND CONDITIONS OF USE

1. Introduction

Mitchell Shire Council directly or indirectly (via Committees of Management) manages pavilions primarily to support community participation in organised sport. These services also provide other sport, recreation and social opportunities for the broader community.

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

2. Definitions

Application form: Mitchell Shire Pavilion Application Form.

Assignment: The transfer of usage rights to another party.

Bookings: Usage rights formally given by Mitchell Shire Council to use a pavilion on a casual or seasonal basis at particular times on particular days/dates. Casual use can include social events. Seasonal use is for specific times during either the summer or winter season.

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).

Finals: Games played at the conclusion of a season to determine a winner.

Home team finals – Association competition finals in which the seasonal hirer is the home team.

Association finals – Association competition finals in which the seasonal hirer is not the home team.

Hirer: The club/organisation or individual which has been given usage rights for the pavilion by Council.

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

Pavilion: A building on a sports reserve used for a variety of purposes including for social events and as change rooms.

Season: A set period of competition where teams play against each other on a home and away basis. Mitchell Shire seasons can be seen below

□ Summer season – 1 October to 28/29 February

□ Winter season – 1 April to 31 August

A season excludes pre-season training and finals

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

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

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

Unauthorised use: Use of a pavilion for sport or any other organised activity without a booking.

Venue: Pavilion and ancillary facilities.

3. Bookings

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

Application form: Is Council's Pavilion application form. It is an application form only and does not confer any usage rights.

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 pavilion 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.

Association Bookings: If an association wishes to use a Pavilion, including for non-home team finals, they must apply to Council at least three weeks prior. Fees will apply.

Emergency evacuation: Where a Pavilion is located in areas which could be subject to a bushfire event, the hirer and Committee of Management 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.

Pavilion closures/restrictions: If there has been damage to a Pavilion, Council has the right to close or restrict the use of the pavilion.

□ Council reserves the right to cancel a Pavilion booking at any time if extreme weather, bush fire or other conditions exist which are deemed to pose a public risk. This includes all 'Code Red' fire danger days.

Incorporated Association: Not for profit Clubs, community groups or associations that wish to book a pavilion must be registered as an incorporated body.

Payment of fees: Council will invoice casual hirers prior to the booking date(s). Seasonal users will be invoiced twice per season.

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 a group uses a pavilion without prior permission, the group will be required to pay a casual usage fee. If that group is a hirer, such use is a breach of these Conditions of 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 the pavilion hire terms and conditions of use.

4. Care of Pavilion facilities and Equipment

Cleaning: Users are responsible for ensuring the pavilion is cleaned after use.

Damage/misuse: Should Council be required to undertake additional cleaning and or repairs as a result of misuse of the pavilion, the hirer/s will be responsible for meeting the costs.

Electrical: Hirers must obtain Council consent prior to connecting or altering any electrical installation.

Periodic inspections: Periodic inspections of the pavilion will be undertaken by Council and/or Committee of Management representative throughout the year. These inspections are to ensure that the pavilion is clean and safe. Hirers must comply with all reasonable actions they may be required to take following these inspections.

Storage: All equipment must be appropriately stored and secured and not present a risk to venue users.

Waste and litter: Hirers are responsible for ensuring that all waste and litter generated from their use of the Pavilion is cleaned by the end of the hire period. Bins are supplied by Council.

5. Risk Management, Compliance and Insurance

Dangerous goods: Including flammable liquids and gas cannot be stored in Pavilions. Portable barbeques can only be used outdoors. Gas bottles 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.

First Aid: Hirers are advised to ensure that appropriately qualified and supplied first aiders are present at all times.

Fire extinguishers: Council provides fire extinguishers in each pavilion to comply with Essential Services Regulations. If these are not in place or are unserviceable, the hirer must inform Council immediately.

Insurance:

- **Buildings:** Council insures buildings, including pavilions and their fixtures, owned or managed by Council or Committees of Management.
- **Contents:** The hirer is solely responsible for obtaining contents insurance for their contents.
- **Public Liability:** Hirers must have public liability insurance for a sum insured of not less than \$10M in joint names of the hirer and Council. 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
- **Volunteers, coaches, directors, player injury insurance** – also need to be considered and are included under club insurances organised by some umbrella sporting associations.

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 the pavilion. 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: Council will provide hirers with keys to enable access during the approved use days/times. 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.

Risk management: Hirers are responsible for ensuring that all reasonable precautions are taken to ensure the safety of all those involved with the hire. Hirers must comply with the risk management and safety requirements of their sporting association (if applicable) and insurers. Hirers are responsible for conducting a risk assessment of the pavilion prior to their booking use.

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 pavilion and an after-hours security call out is required the hirer will be charged the cost of the call out.

Reporting of incidents/accidents: Incidents or accidents arising out of the hirer's use of the venue should be reported to the hirer's insurance provider. Incidents or accidents that may involve the responsibilities of the hirer, the Committee of Management and/or Council must also be reported to the Committee of

Management and Council - immediately for any major or statutorily reportable accident/incident or within five days for other.

6. Safe, Healthy, Inclusive and Respectful Environment

Behaviour: Hirers are not to conduct or allow to be conducted any activity which could be considered noxious, offensive or immoral.

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: 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 1995 and Disability Discrimination Act 1992, including, if applicable Division 7 – Discrimination in sport and Division 6 – Discrimination by clubs and club members

Food: Hirers must comply with the Food Act 1984.

Gambling, raffles and bingo: Hirers must comply with all requirements of the Victorian Commission for Gambling and Liquor Regulation and the requirements of any licences or permissions given.

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 at the venue during 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.

Junior sports: Hirers must comply with any requirements of their sporting association in relation to liquor sales, liquor consumption, liquor advertising and junior sport.

Liquor Licences: The sale of liquor without a liquor licence is prohibited under the Liquor Control Reform Act 1998. Council requires hirers to seek permission from Council to apply for a liquor licence before applying to the Victorian Commission for Gambling and Liquor Regulation (VCGLR) for a licence. Clubs must not sell liquor before they have obtained a liquor licence and can only sell liquor during the times they are permitted under the licence but within Council's venue usage rights. Clubs with existing renewable liquor licences with days and times that extend beyond Council or the Committee of Management's approved use dates, days or times of any part of the venue must comply with Council's and/or the Committee of Management's approved use to the hirer.

Noise: Hirers must not disturb the local amenity and comply with all requirements under the Environment Protection Act and Regulations. Use of any public address system should only be used to control the event/activities. Commentaries, advertising or music are not permitted over public address systems. 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: The Tobacco Act 1987 prohibits smoking in any enclosed premises. Smoking is not permitted within Council owned or managed buildings. The Tobacco Act defines an enclosed premises as any room or premise that is or are substantially enclosed by a roof and walls or any part of them are temporary or permanent and open or closed. The Tobacco Act also bans 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.

7. Maintenance/Works

For a pavilion 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 without prior approval from Council. Committees of Management must also obtain prior approval for such works from Council so cannot give approval to hirers.

8. Breach of Terms and Conditions of Use

Council has the right to withdraw or restrict the hirer's rights to use a pavilion if the hirer breaches the Pavilion Terms and Conditions of Use. If a bond has been paid, it will not be refunded to hirers who breach the Pavilion Terms and Conditions of Use.

9. 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.

10. 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.

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	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 Team Leader	5734 6239	Recreation@mitchellshire.vic.gov.au