

SPORTSGROUND TERMS AND CONDITIONS OF USE

1. Introduction

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

Sportsgrounds cannot sustain unlimited use. An orderly system of bookings helps maintain a safe condition for competition sport use, and sustain both sport and informal use over the longer term. Use of sportsgrounds during wet weather or drought conditions needs careful management. Inappropriate use can result in damage to the sportsground, impacting on safety and suitability for competition use, as well as costly repairs.

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.

Between seasons, Council requires a minimum of three weeks to carry out essential maintenance works. This is known as the season changeover period.

2. Definitions

Ancillary facilities: Facilities at a sports reserve, other than the sportsground/s and pavilion/s, which support its use for sports competition and training, as well as other uses of the sports reserve. For example: goal posts, coaches' boxes and scoreboards.

Application form: Mitchell Shire Council Casual or Seasonal Sportsground Application Forms.

Assignment: The transfer of usage rights to another party.

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

Bookings: Usage rights formally given by Mitchell Shire Council to use a sportsground on a seasonal, casual or school-use basis at particular times on particular days/dates. Casual use includes pre-season training, end of season finals and use outside of a regular competition fixture by a sporting group. It also includes one-off events, which may or may not be sports related, at the sportsground.

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).

Funding and Service Agreement (FASA): A formal agreement between Council and Committee of Management. The FASA specifies the committee's roles and responsibilities regards maintenance and management of the venue, for which Committees receive an annual funding allocation from Council.

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 sportsground by Mitchell Shire Council.

Home team: A seasonal hirer of that sportsground.

Home ground: The sportsground allocated to the seasonal hirer.

Junior modified sports activity: Not part of a sport competition, rather a modified and inclusive sporting activity which promotes participation, skill development and physical activity for juniors, e.g. Auskick.

Pavilion: A building which supports the use of the sportsground for sport competition and training and can be used for other community activities.

Pre-season training: Any use of the sportsground for training or practice matches outside of the sport's competition season. The sport using the sportsground in their competition season will be given priority over the out of season sport. Council is under no obligation to provide goal posts or cricket pitches for preseason training.

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

Season changeover period: The period over which essential sportsground maintenance and other works are undertaken. Home finals will and association finals may be accommodated during this period but must be separately booked as a casual booking. Pre-season training may be accommodated, depending on the condition of the sportsground and maintenance works program, but must be separately booked as a casual booking.

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

Sport: an organised sport activity.

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

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

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

Training: Activities undertaken to prepare participants for sports competition.

Turf table: An area of a sportsground which facilitates the preparation of wickets for turf cricket competition.

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

Usage rights: Are the rights to use the sportsground at the times/days/activity approved and under Mitchell Shire Council Casual Sportsground conditions of hire and other information.

Venue: Sportsground, pavilion and ancillary facilities.

3. Sportsground and Pavilion Management Arrangements at Mitchell

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.

Pavilions: The majority of pavilions in Mitchell Shire are managed by the Committees of Management at the reserve. Pavilions at JJ Clancy Reserve are managed directly by Council. Three others (the two at Chittick Park and the Kings Park community building, all in Seymour) are under lease or licence agreements with specific clubs. Pavilion Bookings are therefore managed by either the Committee of Management, the pavilion lease/licence holder or Council.

Kilmore Cricket and Recreation Reserve: Is Crown land managed by the Kilmore Cricket and Recreation Reserve Committee appointed directly by the state government and is independent of Council. Bookings are therefore managed by the Committee of Management.

4. 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 casual or Seasonal use of sportsgrounds 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 sportsground 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.

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

Emergency evacuation: Where a sportsground 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.

Finals: Hirers wishing to use their home sportsground for their finals training or competition must submit a Casual Sportsground application form to Council at least seven days prior to the first date of proposed use. This will ensure the hirer has a booking for training and home competition finals whilst the hirer has teams in finals and use does not clash with season changeover maintenance and other works. No additional fee will apply to this use. A seasonal hirer's use of their home sportsground for their finals training or competition will take precedence over requests for pre-season training.

Ground closures/restrictions: In wet or extreme weather conditions or if there has been or is likely to be damage to a sportsground, Council has the right to close or restrict the use of sportsgrounds. Should a sportsground be closed Council will attempt to find another venue or another date at the same venue. No refunds or discounts will be made to seasonal sportsground fees in these circumstances. Ground closures and restrictions apply throughout the seasonal changeover period.

- Council reserves the right to cancel a sportsground 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.
- Council reserves the right to temporarily restrict use of sportsgrounds to accommodate a community event, e.g. Carols by Candlelight.

Incorporated body: Clubs, community groups or associations that wish to book a sportsground in Mitchell Shire must be registered as an incorporated body.

Payment of fees: Council will invoice casual hirers prior to the booking date(s), the invoice may include a bond.

Hirers experiencing financial difficulty should contact Council's Recreation Officer prior to the due date of payment to arrange a payment schedule.

Pre-season training: Sports clubs wishing to use a sportsground for pre-season training or practice matches must make casual booking prior to such use, noting that maintenance works during the seasonal changeover period may impact on sportsground availability/usability.

Unauthorised use: If a group uses any sportsground for an organised activity 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. 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 Casual Sportsground Hire Terms and Conditions.

5. Care of Sportsground, Ancillary Facilities, Surrounds and Equipment

Advertising/sponsorship signage: Must comply with the Mitchell Planning Scheme. Permission must be sought from Council prior to the erection of any permanent or temporary signage or advertising within or outside the venue.

Cricket pitches (Synthetic): Council is responsible for providing synthetic pitches, covering them for winter season use and removal of covers during the season changeover. Under no circumstances are covers to be removed by others.

Cricket pitches (Turf): Cricket hirers are responsible for maintenance and preparation of turf tables and pitches. Winter season and finals users must respect and protect the cricket turf table, especially during wet weather and pre summer season preparation - This can include roping off the turf table if roped off Hirers must not use this area or remove/reposition the rope.

Cricket practice nets/batting cages/fly fences: Committees of Management or clubs operating under leases are responsible for maintenance.

Damage/misuse: 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.

Electrical: Hirers must obtain Council consent prior to connecting or altering any electrical installation. Where hirers need portable electrical equipment, the equipment must be tested and tagged by a suitably qualified tradesperson prior to use, at the cost of the hirer.

Fencing: Committees of Management are responsible for maintenance, except at Chittick Park which is directly managed by Council.

Goal posts: Council provides goal posts. Hirers are responsible for goal post protective covers. Council is responsible for the installation/removal of goal posts during the season changeover period. Goal posts will not normally be installed until Council is satisfied that the season changeover horticultural maintenance works have been completed and the sportsground surface is sufficiently established.

High use areas: Hirers should minimise use of high use areas of sportsgrounds for training and rotate use to avoid undue pressure on particular areas.

Irrigation: Hirers must not interfere with or adjust sportsground irrigation systems.

Line marking: Must be carried out by the hirer in accordance with the relevant sporting guidelines, using a turf and user friendly sports line marking product which must not be lime based or contain any herbicides. For further information, please contact Council's Recreation and Open space team on 5734 6200.

Moveable soccer (football) goal posts: Hirers using moveable soccer goal posts must comply with the national mandatory standard for moveable soccer goals that weigh more than 28 kilograms which came into effect on 31 December 2010. Hirers must also comply with the Australian Standard for Playing field

equipment – soccer goals, Part 1: Safety Aspects, AS 4866.1 – 2007. Hirers are strongly advised to read *Consumer Protection Notice No.28 of 2010* issued under the *Trade Practices Act 1974*.

Parking/traffic: Parking is not permitted on sportsgrounds, footpaths or nature strips and must not obstruct driveways or emergency vehicle access points. For activities likely to attract a larger than usual crowd, the hirer is required to submit a traffic and parking management plan to Council for prior approval.

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

Portable Structures - Hirers may not erect any structures other than a sunshade (3metre X 3metre maximum size) on the sportsground or reserve, or bring equipment into the park other than picnic furniture, as these would be outside Council's Public Liability insurance coverage

Seasonal changeover and inspections: Pre and end of use inspections of the venue will be undertaken by a Council and/or Committee of Management representative, together with a hirer's representative.

Sportsground lighting: Flood lights are only to be used for sports training. Hirers are not permitted to use them for any other purpose. Council will consider the use of floodlights for special occasions however prior approval must be obtained from Council. All installation and maintenance work must be carried out by Council.

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

Surface penetration/disturbance: Irrigation and drainage infrastructure can easily be damaged by pegs, spikes and other items. Penetration or disturbance of the sportsground surface is strictly forbidden.

Vehicles: Unless responding to an emergency, motor vehicles are not permitted on sportsgrounds without prior approval from Council.

Waste and litter: Hirers are responsible for ensuring that all waste and litter generated from their use of the venue is cleaned by the end of competition day or training session. Bins are supplied by Council or the Committee of Management which will apply a fee to hirers for extra bins and/or cleaning required.

Water restrictions: Should these be in place, hirers should take this into consideration when using sportsgrounds, particularly for training.

Wet weather: During periods of wet weather, Council may need to restrict use or close sportsgrounds for training (or in extreme situations, competition) to minimise the risk of damage to the playing surface which may result in it becoming unfit for competition use, expensive to repair or in poor condition for the next sports season.

6. Risk Management, Compliance and Insurance

Dangerous goods: Including flammable liquids and gas cannot be stored in pavilions. Portable barbecues can only be used outside the pavilion. 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.

Emergency vehicle access: Must be maintained at all times, including to the sportsground.

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:** Council does not insure contents of any Sports Pavilion/Clubroom. If a hirer or Committee of Management stores valuables, equipment or memorabilia in a sports pavilion/clubroom, the hirer or Committee of Management 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.
- **Products:** This insurance is often included in a Public Liability and Products Insurance policy however should be obtained.
- **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 sportsground. 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 and/or the Committee of Management 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. Committees of Management and 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 Committee of Management or 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 sports participants and spectators. Hirers must comply with the risk management and safety requirements of their sporting association and insurers. Council will conduct sportsground inspections on a weekly basis during the season and any finals use. Hirers are responsible for pre-season, pre-training and pre-game sportsground inspections.

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 afterhours 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. Council must be notified immediately. Council must be notified of any call outs to emergency services.

7. 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.

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. Hirers 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. Hirers 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 a 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.

8. Maintenance/Works

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

For Venues or Sportsgrounds booked directly with Committees of Management any damage, faults, graffiti, vandalism or potential/identified risks are to be reported to the Committee of Management 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.

9. Breach of Terms and Conditions of Use

Council has the right to withdraw or restrict the hirer's rights to use a sportsground if the hirer breaches the Mitchell Shire Council Casual Sportsground 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

10. 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.

11. Communication/Key Contacts

Council will in the first instance contact the nominated club/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