

# TERMS AND CONDITIONS OF USE FOR COUNCIL SPORTING FACILITIES AND PARKS

## Definitions

- Sporting Facility and Park - all parks, ovals, grounds and fields that are hired for physical activity or events, includes all infrastructure.
- Risk Assessment – an assessment of the level of risk and likelihood of risk associated with the task.
- User Group – includes, but is not limited to organisations, clubs, businesses and schools.
- Hirer – casual bookings: normally a family, party group or private function and cannot use the facility for more than a total of ten days over any twelve month period.
- Work Method Statement – step-by-step listing of how the task is to be completed and the level of risk determined through a risk assessment.

## Bookings

- All applications for use of Council sporting facilities and recreation areas must be made in writing using the standard form provided.
- Confirmation booking email will be supplied stating the fees to be paid to Council.
- Major sporting events are to be booked separately to regular seasonal bookings, e.g. school carnivals, regional and state competitions.
- Pre-season training is to be booked in the same manner as seasonal bookings.
- When Council permission is granted to a person or organisation for one activity, no other activity shall be substituted, nor will sub-letting by the person or organisation be allowed.
- The person or organisation that has approval to use the sporting facility or recreation area will be responsible for the conduct of ALL persons using the grounds and facilities provided. The person or organisation is also responsible for the safe custody and proper use of the property, furniture, fittings and appliances.

## Risk Assessment

- The hirer must complete a risk assessment prior to each event / training sessions and present to Council for approval.
- The risk assessment must identify potential hazards and implement controls to minimise the risks associated with the activities being performed and the environment in which they are being performed.

## COVID-19

- The hirer must prepare and present to Council a COVID-19 Safety Plan before the day of event. The COVID-19 Safety Plan must adhere to the current NSW Government Public Health Orders, and also manage risks to staff and other people in accordance with Work, Health & Safety laws. For more information and specific advice for your industry, go to [nsw.gov.au](https://nsw.gov.au)
- The hirer must nominate a COVID-19 Safety Coordinator, and have them complete the COVID-19 awareness course found at <https://www.playbytherules.net.au/got-an-issue/covid-19-support-centre/covid-19-awareness-mini-course>
- The hirer must supply an endorsed letter from their state sporting association or insurer supporting their return to sport.

## Sporting Facility and Park Care

- It is the responsibility of the user group or hirer to ensure:
  - all lights are turned off,
  - all taps and showers are turned off,
  - windows, doors, and gates are closed and locked prior to vacating the facility, and
  - the user group or hirer will be responsible for any damage to the facilities resulting from failure to care for the facility.
  - Only one electrical appliance is to be used in each power point. Power points are not to be overloaded with double adaptors or power boards. Any modification to hirer's electrical equipment on site is to be carried out by a qualified electrician.
  - Organisations wishing to have entertainment at any of their events, where the entertainment involves a level of noise (e.g. a band playing), or draws a large crowd, may be subject to Council's Open Air Entertainment Policy. Organisations must inform Council at the time of making inquiries about booking the facility, if this is the case.

## Food and Beverages

- Glass containers and bottles are not permitted on any area of the sporting facility & park. It is the responsibility of the user groups or hirer to ensure that this rule is enforced. If this rule is broken, user groups will be charged the cost of removal of glass from the Sporting Facility and Park.
- Hirers will comply with any requirements of the Food Act 2003 and the Food Regulation 2004. See website, [www.foodstandards.gov.au](http://www.foodstandards.gov.au) for further information.
- Any loss of perishables will be the sole responsibility of the user group or hirer. Council will not be responsible for the loss of any perishables, for any reason.
- 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-License. All persons who will be carrying out the sales of alcohol will be required to have a Responsible Service of Alcohol (RSA) Certificate. Any persons who are caught consuming alcohol on Council property without prior approval become the responsibility of the user group or hirer.

## Floodlights

- The use of Council facilities, which have floodlights installed, shall be restricted to the type and level of sports that comply with the type and standard of floodlighting installed.

## Special Events

- 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.
- Events that do not form part of the intended use of the ground will be required to submit a special event application to Council, e.g.: concerts etc.

## Sporting Facility Damage and Repairs

- User groups or hirers must inform Council as soon as possible if any damage is found to any sporting facility or park equipment, buildings and environments.
- Report any incident to Council property by calling 02 6540 1100. Failure to do so will result in the cost to repair such damage being charged to the responsible user group or hirer.
- The hirer will indemnify and hold harmless Upper Hunter Shire Council for all loss of or damage to property, of the Council and from and against any claim, demand, action, suit or proceedings that may be made or brought against the Council or its employees in respect of personal injury to, or death of, any person or loss of, or damage to, property whatsoever arising out of, or as a consequence of, the hirer's use of the Council facility.
- The hirer is liable for all damage caused by it, its members or users of the sporting facilities and Council may recover from the hirer as a liquidated debt all monies incurred by the Council in rectifying any such damage.

## Ground Inspection

- It is the responsibility of the user group or hirers to inspect the grounds to ensure that they are safe for participants to use prior to any activities taking place. This includes an outer ground inspection. The user group or hirers must document the inspection prior to use of the grounds.
- If the sporting facility is deemed to be in a hazardous or dangerous condition or is in any way unfit for use, the user group shall report the hazard or dangerous condition to Council immediately. The user group or hirer shall not, without the consent of Council in writing, permit the use of the sporting facility.

## Ground Closure

- During wet weather, Council staff will do regular inspections of all sporting grounds in order to determine whether or not they should be closed. The decision to close sporting grounds is based on a number of factors including:
  - the type of sport scheduled to be played and the potential for damage to the playing surface,
  - the weather forecast from the Bureau of Meteorology,
  - the potential for injury to players,
  - the condition of the ground at the time of inspection, its drainage characteristics and its ability to recover from damage, and
  - the length of grass and whether or not it can be cut by heavy equipment.
- The hirer of a sporting facility is to take responsibility of the ground and its conditions. If a ground does not look safe, or is too wet to play on, the hirer is to cancel their booking.
- As weather is unpredictable, the licensor, at the direction of Council reserves the rights to alter its decisions or any ground closures after considering current weather conditions.
- A sporting facility may be closed for play at any time and for any reason reasonably determined by Council at its sole discretion.
- If there is a dispute with regard to ground closures the user group will refer the dispute to Council to determine.

## Ground Care

- Sprinklers are not to be covered in sand. The only exemption to this condition is Merriwa No 1 Oval. Problems with the sprinkler system should be reported to Council by calling 02 6540 1100.
- Cricket wickets are not to be covered with sand or top dressing soil.
- All soil to be placed on ovals are to be supplied by or permission sought from Council.
- Vehicles are not permitted onto the playing surface, other than emergency vehicles, where required.

## Advertising and Signage

- All signage, including advertising and temporary signs need to be authorised by Council in accordance with Council's DCP Guidelines for Outdoor Advertising.

## Line Marking

- All the marking of fields is to be carried out by the designated user of the facility.
- All marking of playing fields shall be by surface marking only and will be the responsibility of the user group allocated to the ground. The use of herbicides for line marking is forbidden. Any user group found to be using herbicides for line marking will be charged the cost of rectifying the damage. Failure by the user group to pay for the rectification may result in cancellation of the booking and future bookings until the costs are recovered.
- If requested, line marking for one-off events will be charged as per Council's current fees and charges schedule.

## Keys

- Regular hirers of grounds will be issued with keys to amenities and facilities.
- Each group will be issued with two keys, refer to Council's current fees and charges for rates.
- Where the hirer is given keys to the sporting facility located on the reserve then copies must not be made of them.
- The keys remain the property of Council and are returnable on demand. A fee, as determined by Council is payable in respect of any lost keys.
- Keys must not be passed on to another organisation or individual without the prior written consent of Council.
- The hirer will be required to pay the cost of replacement of any keys if they are lost or not returned to Council.
- It remains the responsibility of the hirer to organise the collection of keys prior to the booking.

## Goal Posts and Sporting Equipment

- User groups will be responsible for the erection of goal posts and equipment at the start of each season.
- Council is to be advised and will inspect all goal posts once erected by the user groups to ensure they meet the requirements of the Fair Trading Regulation 2005.
- User groups will be responsible for the removal of goal posts and equipment at the end of each season.
- All moveable league and soccer goal posts are to be removed by the user group from the playing areas after use and made safe as per Fair Trading (General) Amendment (Soccer goals) Regulation 2005.
- Council will remove from the ground any goals found to be left in an unsafe position. User groups will be charged for the cost involved.
- Council only permits the use of portable goalposts which comply with the relevant Australian Standard (HB227-2203). Prior to each use, a safety check of the goal posts must be undertaken by the user organisation or its representative in accordance with the Australian Standard and Soccer NSW.

## Infrastructure and Improvements

- Any upgrades, replacements or maintenance on Council property that user groups or hirers are seeking to undertake are required to obtain permission off Council before work is carried out.
- Any work undertaken on Council property requires that appropriate Work Health and Safety (WHS) work method statements and risk assessments are documented and implemented, with all documents signed and dated by the person undertaking the work.

## Subletting

- 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.

## Electrical Equipment

- The installation of any electrical equipment is not permitted unless prior written approval is provided by Council.

## Facilities

- Organisations wishing to engage amusement devices for any reason, will need to provide Council with the following original documents:
  - logbook for each amusement device within the meaning of the Construction Safety Regulation 1950, and
  - current Public Liability Policy with a minimum cover of \$20 million (attach original Certificate of Currency with the interest of Upper Hunter Shire Council noted clearly on the certificate).
- If the person or organisation fails to enforce the observation of any of these conditions or fails to remove any person who has committed any breach of these conditions from the area, the use of the sporting facility or recreation area shall be terminated, without any liability being incurred by Council.
- The hirer is to ensure that hazardous substances (flammable, volatile and explosive) are not taken to the sporting facility or parks at any time.

## Insurance

- All user groups should be incorporated and hold a current Public Liability Insurance Policy for a minimum of \$20 million, which indemnifies Council from and against all claims arising from the user group and/or organisation's legal liability as a result of its occupancy. A copy of your current Public Liability premium should be supplied to Council.
- Council maintains a Public Liability Insurance Policy of casual hirers and should Council need to claim on this policy, the hirer is responsible for the first \$1,000 (excess) of any such claim.
- User groups are required to ensure that all players and officials are covered by insurance.
- Any incidents occurring, not caused by a player or occurring naturally are to be reported to Council.
- The user group or hirer accepts full and complete responsibility for any loss of or damage to any personal property (including money, jewellery and credit cards, etc.), property on hire or loan or any contents stored in the facility. The user group must obtain their own insurance.
- NSW Child Protection Legislation - sporting user groups who provide services for children and wish to use or hire Council's facilities must have appropriate Child Protection policies or procedures in place. For further information on the Child Protection Checklist please contact NSW Sport and Recreation on 13 13 02.

## Policy and Protocol

- Council's adopted "Smoke Free Outdoor Area Policy" is to be enforced by the user group.
- Maintenance protocol that applies to sporting facility and park is to be enforced by the user group.
- The intentional release of gas filled balloons is prohibited on Council property and is to be enforced by the user group.
- Smoking inside any of Council's buildings or facilities located on the sporting facility or park is prohibited under the Smoke Free Environment Act 2000.
- The sale, presence and consumption of alcohol is prohibited in the reserve without the appropriate licensing.

## Canteen Usage

- Hirer's may have use of canteen facilities as part of the common areas of the reserve during the hire period and during such other times as may be approved by the Council. The use of these facilities are subject to reasonable terms and conditions imposed by Council from time to time including but not limited to:
  - the hirer being responsible for the maintenance and cleaning of the canteen,
  - canteen staff must be certified and follow appropriate food handling guidelines in alignment with current food safety laws in NSW,
  - any additional equipment brought into the canteen for use must meet Australian standards and be tagged and tested, and
  - the hirer must ensure that the facility is appropriately equipped for correct use of any additional equipment brought in and is used in alignment with Australian building standards, i.e. deep fryers may only be used where exhaust fans have been fitted.

## Co-Hire

- Where co-hire is auspiced by a local sporting club written confirmation must be provided to Council for approval.

## Hours of Use

- The hirer may only use the sporting facility during the allocated hours of use.
- No activity is to commence prior to 6.00am on any day.
- No competitive sport is to commence prior to 8.00am on any day.
- No field activity is to occur after 10.00pm on any day.
- Field lights are to be turned off by 10.00pm.

## Directions

- The Council may issue directions to the hirer concerning the use of the sporting facility and parks; the hirer must immediately comply with all such reasonable directions.

## Observance of Laws

- The hirer must strictly observe all laws, rules, regulations and ordinances. It is the hirer's responsibility to ascertain which laws, rules, regulations or ordinances may be applicable to the permitted use.

## Security

- Council is responsible for the overall security of all Council facilities. However, in using sporting fields or parks, including the common areas (where applicable), the hirer is required to ensure that:
  - Buildings are secured when not being used.
  - When a key is issued to the hirer, it is not to be copied for any reason and must be returned to Council at the end of the hire period or the term as agreed.
  - Gates and doors are to be locked when facilities located on sporting fields or parks are not in use.
  - The hirer must notify Council of the hirer's authorised representative who is to be responsible for locking gates and must provide Council with a contact number in case of emergencies.
  - The hirer must advise Council immediately if there is any breach of security.
  - The hirer acknowledges that security cameras are present in the facility and that footage obtained from these may be used for the purposes of monitoring appropriate use and behaviour.

## Use for Sale of Goods or Advertising

- The hirer acknowledges that sporting facilities and parks forming part of the reserve may not be used for the sale of products for profit or for advertising purposes, unless prior written approval has been obtained - other than the sale of canteen food and drinks.

## Disputes

- Notwithstanding any other provision of the hire agreement, the hirer acknowledges that any disputes arising between the hirer and any employee, agent or contractor of Council shall be referred to Council's Manager of Works Delivery, whose decision on the dispute shall be final and binding on the parties.

## Reporting

- Should there be an accident or injury arising through the hirer's use, the hirer must inform Council within seven days of the incident.
- The hirer must notify Council in writing immediately upon becoming aware of any broken facilities or dangerous conditions of the sporting facility.

## Child Protection

- The hirer acknowledges and warrants that where the permitted use of the sporting facility involves children under 18 years of age that it has and will at all times comply with the requirements of the Child Protection (Prohibited Employment) Act 1998 and the Commission for Children and Young People Act 1998.
- The hirer must comply with the mandatory guidelines available from the Commission for Children and Young People and which are also available on their website [www.kids.nsw.gov.au](http://www.kids.nsw.gov.au). These guidelines contain forms including declarations and consents which must be made by the prospective employees.

Does your club or organisation have a Code of Conduct for volunteers and coaches? YES / NO

Does your club have Child Safe Practices Policies, e.g. safe drop off and pick up policy? YES / NO

If you answer no to one or both of these questions, resources and policy templates are available at [www.playbytherules.net.au](http://www.playbytherules.net.au)

## Agreement

Name:..... Signature.....

Date:.....