



# CONDITIONS OF SEASONAL ALLOCATION

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## HUME CITY COUNCIL RECREATION RESERVES & PAVILIONS

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## Contents

INTRODUCTION.....	3
BREACH OF CONDITIONS OF HIRE .....	3
ADDITIONAL CONDITIONS .....	3
DISPUTES.....	3
BOOKINGS.....	4
SEASONAL ALLOCATIONS.....	4
CANCELLATION OF A BOOKING .....	4
TERMINATION OF A SEASONAL ALLOCATION.....	5
TERMINATION/RESOLUTION PROCESS.....	5
CASUAL FACILITY USE.....	5
SHARED USAGE .....	6
GROUND AVAILABILITY .....	6
SUB-LETTING.....	6
PRE-SEASON TRAINING .....	6
PRACTICE MATCHES.....	6
FINALS .....	6
FEES & CHARGES.....	7
HIRE FEES .....	7
OUTSTANDING DEBT.....	7
FINANCIAL STATEMENTS .....	7
BONDS.....	7
GST .....	8
<i>GST will apply to all hire fees, excluding bonds.</i> .....	8
UTILITIES.....	8
INSURANCE .....	8
PUBLIC LIABILITY INSURANCE .....	8
PROPERTY INSURANCE.....	8
RISK MANAGEMENT.....	9
MANAGEMENT & USE OF FACILITIES.....	9
EXPULSION/DEREGISTRATION OF CLUB BY RELEVANT LEAGUE/ASSOCIATION .....	9
BEHAVIOUR.....	9
CHANGE ROOMS.....	9
SOCIAL ROOMS .....	10

CLUB OWNED EQUIPMENT .....	10
CLEANING .....	10
CHANGE ROOM & TOILET SUPPLIES .....	10
DAMAGE.....	11
KEYS & LOCKS.....	11
MAINTENANCE.....	11
FIRE EXTINGUISHERS / DEFIB UNITS .....	12
ALARMS.....	12
BUILDING ALTERATIONS & MODIFICATIONS .....	12
SMOKING .....	12
LIQUOR.....	12
GOOD SPORTS PROGRAM.....	13
CODE OF CONDUCT.....	13
GAMBLING .....	13
NOISE .....	13
CANTEEN/SERVING OF FOOD .....	13
MANAGEMENT & USE OF PLAYING FIELDS.....	14
LITTER.....	14
FIXTURES .....	14
CRICKET PITCHES.....	14
GOAL POSTS .....	14
SOCCER – PORTABLE GOAL POSTS.....	14
LINE MARKING .....	15
IRRIGATION .....	15
SAFETY CHECKS .....	15
FLOODLIGHTING .....	15
OTHER REQUIREMENTS .....	16
ENTRANCE/ADMISSION FESS.....	16
INCORPORATION.....	16
PUBLIC TOILETS.....	16
MARQUEES.....	16
ADVERTISING / SIGNAGE .....	17
VEHICLES .....	17
ADDENDUM NO. 1 .....	17

## **INTRODUCTION**

This document sets out the terms and conditions of hire in relation to both seasonal allocations and casual use of all Hume City Council owned/controlled Reserves and Pavilions.

These conditions will be reviewed prior to the commencement of each season, and updated copies will be issued as required. Changes will only be made mid-season if legal or insurance/risk management issues require this to occur or if legislative requirements alter. Clubs and other users will be notified of such changes in writing as required.

## **BREACH OF CONDITIONS OF HIRE**

Any breach of one or more of these conditions may at the discretion of the Council, result in the use of the Reserve or Pavilion, or both being withdrawn.

## **ADDITIONAL CONDITIONS**

The Chief Executive Officer may, in respect of any application specify additional conditions that may be considered necessary. Any such additional conditions will be advised prior to confirmation of a booking.

## **DISPUTES**

In the event of any dispute or difference arising as to the interpretation of these conditions or of any matter or thing contained therein, the decision of the Chief Executive Officer shall be final and conclusive.

## BOOKINGS

Hume City Council's Leisure Centres and Sport Department are responsible for the booking of all Hume City Council owned/controlled Reserves and Pavilions, for both permanent and casual usage.

Applications for the use of any Hume City Council Recreation Reserve and/or Pavilion must be made on the required *Seasonal Allocation of Sporting Facilities or Casual Hire Application Form*, signed by the applicant, stating the purpose, hours and portion of the Reserve/Pavilion required, and containing the applicants undertaking to comply with the conditions of hire.

Users failing to correctly disclose the exact nature of the function/activity, or proposed use of the facility on the hire form will result in the loss of the security bond, and may also jeopardise any future bookings of Council facilities.

Where the application is made on behalf of an organisation or body, the application shall state the name of such organisation and the authority of the application for making such application. Clubs are not permitted to make any bookings of facilities/reserve or pavilion to a 3<sup>rd</sup> party.

Clubs/Organisations are NOT permitted to use Council Reserves or Pavilions without first having WRITTEN confirmation from Hume City Council.

## SEASONAL ALLOCATIONS

The season dates for allocation purposes are:

- Summer Season            1 October – 30 March
- Winter Season            1 April – 30 September

Leagues & Associations are required to apply for Finals where they are proposing to host Finals at one of Hume City Councils Reserves.

In determining seasonal allocations of sporting facilities Council will give consideration to:

- User's previous history with the facility
- Hume City based teams
- User's previous record re: fees paid on time, cleanliness of the pavilion and
- All information required to complete the seasonal allocation be received by the due date.

Council will endeavour to provide and allocate sporting reserves and pavilions on a seasonal basis to meet demand. However, if demand exceeds supply, the Club will be notified and it will be the Club's responsibility to find alternative facilities.

## CANCELLATION OF A BOOKING

- a) When, in opinion of the Manager of Leisure Centres and Sport, the state of the ground or pavilion is such that it should not be used, a cancellation of the usage for any scheduled activity may occur.
- b) Any decision by the Manager of Leisure Centres and Sport to cancel a scheduled activity overrides that of any Association, Club or game umpire.
- c) The user hereby agrees to accept the decision of the Manager of Leisure Centres and Sport and to be held to have consented to the cancellation and to have no claim at law or equity for any loss or damage caused by the cancellation.

- d) The Chief Executive Officer is empowered to cancel any booking made when the same is required for a Municipal function or by reasons of national or district emergency.
- e) If the hirer cancels a booking, the hire charge and security bond will be returned in full upon the condition that notification of such cancellation is received in writing by the Manager Leisure Centres and Sport at least one (1) calendar month prior to the booking.

## **TERMINATION OF A SEASONAL ALLOCATION**

The Council may terminate the seasonal allocation if:

- a) The club breaches the Conditions of Hire Hume City Council Recreation Reserves and Pavilions but only after having been given notice in writing by Council of the breach of the essential terms and conditions of the seasonal allocation and the club fails to remedy the breach within the time indicated as required; or
- b) An order is made or a resolution is passed for the winding up of the club (except for the purposes of reconstruction or amalgamation)
- c) The club fails to meet the requirements of the Allocation Policy.

## **TERMINATION/RESOLUTION PROCESS**

Step 1 – Club notified in writing advising of the issue and requesting rectification within a time indicated as required. The club will be advised of the penalty if the issue is not resolved.

Step 2 – If the issue is not resolved to the satisfaction of Council Officers the matter will be referred to the Manager of Leisure Centres & Sport and a meeting will be called with club representatives.

Step 3 – If the issue is still not resolved, it will be referred to the Director Corporate Services, who's decision will be final.

## **CASUAL FACILITY USE**

In addition to tenant club usage, grounds are frequently required by other clubs, sports associations, schools and community groups for casual sport, festivals and social gatherings. Council supports use by these groups and will allocate grounds upon request, providing this does not result in overuse of grounds or be detrimental to competition use. All bookings must be made through the Leisure Centres and Sport Department and not through the club itself. Schools will be allowed use of toilets at pavilions with external access.

If a club requires further use of their reserve for a Christmas Party, family day or extra matches a request must be made in writing to the Leisure Centres and Sport Department.

This will ensure there are no double bookings.

Grounds will be available 7 days per week to clubs, casual users, schools and individuals. Clubs are not able to exclusively book the reserve.

During periods when grounds and pavilions are not allocated, Council retains the right to make the facilities available to casual users.

A cleaning fee will be charged to casual users of Councils facilities.

## **SHARED USAGE**

Clubs/organisations sharing a Reserve/Pavilion are to liaise with other users to ensure clashes do not occur over training schedules, fixture matches, pavilion usage and equipment storage. Any required allocation changes to cater for potential clashes must be approved by Council in writing prior to the amended bookings taking place.

## **GROUND AVAILABILITY**

Council reserves the right to determine that the facility is unsuitable for use due to a potential safety hazard or if the usage of the ground will be detrimental to the condition of the ground. Clubs shall be informed by a Council representative of any potential ground closure period. Council cannot guarantee alternative venues will be made available but will assist where possible. Clubs are not entitled to a refund of fees and charges in the event of short term facility restrictions being imposed.

Council reserves the right to restrict or stop the use of reserves for training or playing purposes due to inclement weather, playing surface condition or maintenance works. This restriction will be inclusive of schools and may be implemented at short notice. Where grounds are closed for match play, at least two (2) days' notice will be provided (where possible).

## **SUB-LETTING**

Council encourages multi-use of its assets. However, clubs cannot sub-let or permit any other group, person or persons to occupy or use the ground and/or pavilion and/or social rooms allocated to it without written consent of Council. Non-compliance will result in Council withdrawing the allocation.

## **PRE-SEASON TRAINING**

Clubs seeking the use of sports fields and/or pavilions for pre-season training prior to the date of season allocation must apply to Council using a pre-season training application form (which can be obtained from the Leisure Centres & Sport Department) and may only do so after consultation with the Club in occupation.

A club that uses a facility outside its seasonal allocation without Council's consent could be at risk of being liable in the event of an accident, and may conflict with scheduled use of a ground, in which case the scheduled user will take priority. It is also important that ground usage is monitored to prevent overuse and unnecessary damage so that the playing surface conditions are suitable for the competition season.

## **PRACTICE MATCHES**

Clubs seeking the use of sports fields for pre-season practice matches must also apply to Council using a casual hire application form. This will ensure the sports field is available and has not been scheduled for any maintenance during the changeover period. The online casual hire application form can be completed here at:

[https://www.hume.vic.gov.au/Leisure\\_Sport\\_amp\\_Recreation/Sport\\_Recreation/Sporting\\_Reserves](https://www.hume.vic.gov.au/Leisure_Sport_amp_Recreation/Sport_Recreation/Sporting_Reserves)

## **FINALS**

Leagues & Associations are required to apply for Finals where they are proposing to host Finals at one of Hume City Councils Reserves.

## FEES & CHARGES

### HIRE FEES

The use of all Council Reserves and Pavilions are established in Councils annual budget in July. Clubs/organisations will be invoiced at the commencement of each season, and full payment is required within fourteen (14) days of receipt of the invoice.

### OUTSTANDING DEBT

Clubs that have an outstanding debt at the end of the season **will not** be allocated Council facilities in the following season unless the debt is paid in full or a payment arrangement is made with Hume City Council.

### FINANCIAL STATEMENTS

Any new or existing club with an outstanding debt to Council must submit a copy of its previous season's financial statement when applying for use of Council facilities. This provides Council with a broad understanding of the general operations and viability of the club.

Clubs must present audited financial statements upon request.

### BONDS

A security bond is required to be paid by all user groups seeking allocation for use of Council facilities.

- a) The security bond will apply as:
  - A guarantee of compliance with the 'Conditions of Hire';
  - Security against damage to or loss of Council property or damage to or loss of the property of another user group; and
  - Security against the cost of any additional cleaning required to be performed by the Council.
- b) The security bond will be used for the payment of costs for the repair/replacement of damage to or loss of Council property or property belonging to another user group and/or cleaning costs relating to the hired facility for which the tenant user group is determined by Hume City Council as being the responsible party.
- c) The user group will be liable on demand to pay any further amount in excess of the security bond to meet the full cost of the repair/replacement of property and/or cleaning costs. The decision by the Manager Leisure Centres and Sport to the amount demanded will be final.
- d) Any amounts deducted from a security bond for payment of costs relating to the repair/replacement of property and/or cleaning will be invoiced and sent to the respective user group for payment within 14 days from the date of invoice.
- e) Non restitution of the security bond within 14 days may result in the withdrawal of approval for use of facilities.
- f) The security bond will be held in trust and refunded to user for the for the entirety of required use of facility.

***Please note: The processing of bond refunds can take up to four (4) weeks and will be returned directly to the addressee printed on the application form.***



## **GST**

### ***GST will apply to all hire fees, excluding bonds.***

If however, Council retains a security bond for any reason, as outlined in this document, then it will be necessary to charge GST on the amount used. If the bond is insufficient to cover the damage and/or GST the hirer will be required to fund the difference.

## **UTILITIES**

Clubs will be responsible for meeting the utility charges for the pavilion/s allocated for their seasonal use. This includes all telephone, electricity and gas charges.

Where Clubs share facilities, each Club will be responsible for a percentage of the utility charge.

Council will not be responsible for any costs or damages associated with unapproved works carried out by the club or its members in relation to phone lines, electricity supply or gas supply.

Clubs that continue to store equipment at a Council facility while they are 'out of season' will be subject to covering a percentage of utility costs. This is to cover such things as electricity costs for security alarms and power for fridges/freezers.

## **INSURANCE**

### **PUBLIC LIABILITY INSURANCE**

Although Council holds Public Liability Insurance to cover its own liability, the activities of independent bodies, public elected committees and sporting bodies ect who occupy Council owned buildings are NOT protected by Council's Public Liability Insurance.

The Hirer shall, at all times during the term of this agreement, be the holder of a current public liability policy of insurance, which covers it in respect of the activities subject of the use of Council's facility and be for an amount of at least \$10 million. The said policy shall be affected with an insurer approved by Council. The Hirer shall provide to Council evidence in writing of this policy prior to the commencement of seasonal allocation. Copies of subsequent renewals during the hire period must be provided to Council prior to the renewal date.

### **PROPERTY INSURANCE**

- Buildings owned by Council are fully insured by Council.
- Contents owned by Council are fully insured by Council.
- Contents purchased or supplied by occupiers and not considered fixtures of the facility, remain the property of the occupiers and are NOT insured by Council.
- Council DOES NOT insure property, which is owned by others.
- Council does NOT insure cash and consumable goods kept on premises by occupiers.

Clubs/Organisations are recommended to obtain appropriate insurance to cover all equipment they own, and are advised to take adequate precautions to ensure that equipment is stored and used safely. Council will not take any responsibility for equipment owned by clubs or hirers.

## **RISK MANAGEMENT**

The hirer agrees, prior to the commencement of this agreement, to confirm to Council details of their risk management plan and policy which addresses the risks associated with the hirer's use of Council's facility and how such risk will be addressed. In the alternative, the hirer confirms to Council's satisfaction participation in a risk management program which addresses the risks associated with the use of Council's facility. Council reserves the right to request a copy of the risk management plan before the commencement of this agreement.

Clubs will be required to participate in all risk management strategies and programs developed by Hume City Council.

## **MANAGEMENT & USE OF FACILITIES**

### **EXPULSION/DEREGISTRATION OF CLUB BY RELEVANT LEAGUE/ASSOCIATION**

Expulsion or deregistration of a club by their relevant League/Association will result in the current Season Allocation being withdrawn until such time as reinstatement by the League/Association of the club or acceptance into another League/Association. In the instance of expulsion/deregistration all outstanding fees must be paid in full and all keys returned to Hume City Council Leisure Centres and Sport within 7 days.

### **BEHAVIOUR**

The hirer and any person under his/her direction and/or control shall obey all reasonable directions or orders given by Council staff as to the management of the facility and activities being conducted thereon.

Any damage to the facility or fittings due to irresponsible behaviours of the Hirer and any person under his/her direction and/or control will be at the expense of the hirer.

### **CHANGE ROOMS**

Change rooms are not to be used as a social space unless otherwise authorised by Council.

The pavilion is to be used solely to conduct affairs of the club, including training, matches, club meetings and general socialising. The pavilion facility comprises public toilets, change rooms and canteen. The premises are not designed for and should not be used to hold after match or other club formal functions. Council manages a range of halls and community facilities that are available for hire for functions of this nature.

If the sportsground and/or pavilion is required for any purpose other than to conduct sporting competitions as indicated on the clubs application, the club must request permission from Council in writing showing precisely what is to take place at least three weeks prior to the occasion.

## **SOCIAL ROOMS**

The use of the social rooms is restricted to the allocated club(s) on training evenings, home matches and club social functions on their allocated days and times only. Use of Social Room Sunday to Thursday is only approved until 10.00pm and Friday & Saturday until midnight unless otherwise approved by Council. Facilities in close proximity to residential streets may have further restrictions.

## **CLUB OWNED EQUIPMENT**

Equipment being brought in and used at a Council facility must be in good working order, stored correctly and removed at the end of the allocation (unless otherwise approved by Council).

Club owned equipment that is brought into a Council building is not covered by Council insurance. Club's should have their own contents insurance in place to cover any damage or theft of possessions.

Club electrical equipment and appliances must be tested and tagged prior to being used within a Council facility.

## **CLEANING**

The Club shall ensure that the sportsground and pavilion is maintained in a clean and tidy state at all times, in accordance with the following:

- all internal and external walls kept free of mud;
- toilets, showers and change rooms are to be thoroughly cleaned on a regular basis and includes these areas being hosed/swept after each use and all paper and litter removed from the toilet area;
- all floors are to be swept or vacuumed as appropriate and kept free of mud, dust and litter;
- all kitchen benches are to be wiped clean and kept free of dust and litter;
- all equipment and kitchen utensils are to be stored in cupboards when not in use;
- pavilion rubbish bins are to be emptied on a regular basis; and
- all rubbish is to be removed from the sportsground and surrounding areas after games and training.

In circumstances where more than one Club uses the facilities, the various users must negotiate their own arrangements for cleaning the sportsground and pavilion.

Council will carry out periodical inspections throughout the season. Should the pavilion or sportsground, in the opinion of the inspecting Council Officer, not be maintained in accordance with the requirements outlined in this clause, Council reserves the right to clean the facility at the Club's expense. All costs associated with cleaning and the removal of rubbish will be forwarded to the Club.

## **CHANGE ROOM & TOILET SUPPLIES**

Clubs are responsible for their own provision of pavilion and toilet supplies. These supplies include but are not limited to toilet paper, cleaning of detergents, mop, broom ect. Where facilities are

shared it is the responsibility of the joint users to make the necessary arrangements to ensure that supplies are available at all times.

## **DAMAGE**

Any damage to the Reserve or Pavilion must be reported immediately to the Leisure Centres and Sport Department. Users must supply details of how the damage was caused so that it can be determined who will be responsible for paying for the repair or replacement of Council property. The Manager of Leisure Centres and Sport's decision will be final and should the user fail to reimburse the Council for the repair or replacement costs after a reasonable time has passed, the Council may decide to withdraw the use of the facilities.

## **KEYS & LOCKS**

- a) Any keys issued to the hirer are to remain in the control of the hirer (or responsible person nominated by the hirer) at all times and are not to be transferred to any other person, school or organisation. It is the responsibility of the hirer, or nominated persons to ensure that all doors and windows are locked at the conclusion of usage.
- b) In the event a club loses keys, the club may be charged for the costs incurred to relock the pavilion and issue new keys to all users of the facility.
- c) Council will immediately remove any unauthorised lock fitted by clubs/groups without notice, and at the expense of the user who fitted the lock.
- d) Casual Hirers  
Hume City Council's Leisure Centres and Sport Department will issue casual users with keys to gain access to the Reserve/Pavilion.
- e) Permanent Hirers  
Upon initial allocation of Reserve/Pavilion to permanent users, 2 full sets of keys (excluding master keys) will be issued to the committee at the discretion of the Leisure Centres and Sport Department. The Committee will be required to meet the cost of the provision of any additional keys.
- f) Entry and closure  
It is the responsibility of the user to ensure that the Pavilion and Reserve are secured after each and every use. Including all portable goals are secured/chained against the fence.
- g) Padlocks  
Padlocks, other than when actually opening or closing gates and/or doors shall be kept in the locked position to minimise theft. Clubs may be liable for the replacement cost of missing padlocks.

## **MAINTENANCE**

If a club has an injury relating to the maintenance of a playing field or pavilion, it should contact Council. Timing of this notification is of particular importance when the damage is of a nature such that any delay in carrying out repairs may result in further damage to the building, or may cause interruption to the use of facilities by the Club and/or other users.

All maintenance items should be reported to Council as soon as possible during business hours 9.00am – 5.00pm.

For emergency maintenance only, outside of these hours or on weekends, contact Hume City Council after hours Service on 9205 2200.

## **FIRE EXTINGUISHERS / DEFIB UNITS**

Fire extinguishers are provided at all Council facilities. This equipment is for emergency use only. Should these extinguishers or Defibs be stolen or tampered with, by a member or participant of any activity, users/clubs will be liable for the costs associated with damage and/or replacement. All fire extinguishers are bar-coded so can be traced if stolen, Defibs have a serial number that can be traced in the event of a unit being stolen.

## **ALARMS**

Some facilities have monitored security alarms, should this be the case alarm instructions will be issued. Failure to comply with alarm procedures will result in the hirer being liable for any costs incurred that are a direct result of breach of these instructions.

## **BUILDING ALTERATIONS & MODIFICATIONS**

No work of any kind is to be undertaken on a building at a Reserve without prior approval from Council. Should a club wish to undertake works they must first provide relevant plans and permits and obtain written approval from Council. Please note that should Clubs undertake unauthorised works Council may require these works to be removed or satisfactorily completed at the club's expense.

## **SMOKING**

SMOKING INSIDE ALL COUNCIL BUILDINGS IS STRICTLY PROHIBITED.

Should there be any evidence of smoking inside any building, the club's future tenancy will be reviewed and possibly withdrawn.

Clubs must comply with regulations.

Clubs should ensure they provide appropriate disposal units for the areas immediately outside building entrances for use by smokers. Clubs are also responsible for keeping the area immediately surrounding the building clean and free of cigarette butts generated during the period of use.

Clubs may request assistance in developing a Smokefree Policy by contacting the Sport & Recreation Officer.

## **LIQUOR**

Liquor cannot be sold and/or consumed on Council premises unless Council grants approval and a licence has been obtained from Liquor Licencing Victoria, otherwise alcohol should not be on the premises. The conditions contained within the licence must be strictly adhered to.

- 1) Contact Hume City Council Town Planning Department on 9205 2200. Counter enquiries can be made at the Council Offices in Broadmeadows.
- 2) Liquor Licencing Commission Victoria on 9655 3366.

When a liquor licence is obtained and it relates to Council property, a permit is granted by Council for the consumption of alcohol at the designated venue. This is done as part of the application process for a liquor licence.

Council Local Law No 1 Item 2.4 states: “Unless otherwise authorised by Council a person must not consume, or have in his or her possession in an unsealed container, any alcohol on a road or in a municipal place.” Clubs usually have coverage over the pavilion or place of serving alcohol but do not have a permit to allow consumptions outside of the designated area. An example of this is people drinking around the perimeter of a sports ground whilst the game is in progress.

Clubs must ensure that if they are providing alcohol to persons attending organised matches and allowing consumption outside of the licenced area that they must first submit an Application Form for a Permit to Consume Alcohol in Non-Licensed Areas on Council Land. These forms will be distributed to Clubs prior to the commencement of each season.

Where a permit does not exist the Police and Council Local Laws Officers are authorised to issue infringement notices against individuals who are in contravention of Local Law No 1.

## **GOOD SPORTS PROGRAM**

Participation in the Good Sports Accreditation Program will demonstrate the Club’s commitment to the responsible management of alcohol. Responsible Service of Alcohol and Club Seminar training will only be provided FREE to Good Sports Registered Clubs, non-registered clubs will be required to pay for attendance courses provided by Hume City Council. Further information can be obtained from Councils Sports Development & Inclusion Officer.

[www.adg.org.au/goodsports/index/htm](http://www.adg.org.au/goodsports/index/htm)

## **CODE OF CONDUCT**

The Club shall ensure that it provides a positive and conducive sporting environment. The Club shall ensure that it always provides for the health, welfare and wellbeing of all its members, players, members of the public and supporters.

When representing the Club, all players, coaches, officials, parents, supporters and committee members have a responsibility to conduct themselves in a respectful and socially acceptable manner.

To assist the Club in the development of and to obtain a template on how to create a ‘Code of Conduct’ please visit the Vicsport website at [www.vicsport.asn.au](http://www.vicsport.asn.au)

## **GAMBLING**

It is prohibited to permit any gambling or gambling equipment on Council land unless permission has been obtained from Council and relevant gaming licencing authority.

## **NOISE**

Hirers of Council Reserves and Pavilions are to ensure that noise emanating from functions is not a cause for public annoyance, and that all noise pollution regulations are complied with. Refer to EPA website for more information <https://www.epa.vic.gov.au/>.

## **CANTEEN/SERVING OF FOOD**

Under the Food Act 1984, food businesses operating in Victoria cannot sell food to the public unless they are registered as a food business with their local council. A small number of businesses do not need to register with their council; however they are still required to notify council of their intended food business activities.

For further information regarding registering your club under the Food Act, please contact Council's Public Health Unit on 9205 2599.

## **GAS BOTTLES**

Under no circumstances are bottles are not to be operated within a Council building. Storage of gas bottles (for such things as portable BBQ's) is only permitted when there is a suitable outdoor lockable area at the facility. If a club's allocated facility does not have a suitable space for storage, bottles must be stored off site.

## **MANAGEMENT & USE OF PLAYING FIELDS**

### **LITTER**

The Reserve and surrounding area is to be left in a clean and tidy state at all times.

Clubs are responsible for ensuring that all litter generated from the use of the reserve or pavilion is cleaned up as soon as possible after the use of the reserve on match days or training. Failure to comply with this condition will result in Council organising for the reserve to be cleaned at the Club's expense.

Stacking of rubbish around the base of bins is not permitted. In circumstances where excess rubbish is expected, arrangements must be made by the club to remove the additional rubbish.

It is the clubs responsibility to ensure bins are out for collection on set days.

### **FIXTURES**

All user groups must supply the Council with a copy of their fixture / timetable immediately upon receipt. Hume City Council is to be notified of any changes to this schedule in writing at least seven (7) days prior to the changes occurring. This assists Council in the scheduling of maintenance and related activities

### **CRICKET PITCHES**

Council will be responsible for the covering and uncovering of cricket wickets on sports fields. This will be undertaken during the period between the end of one season's fixture and the commencement of the next season, depending on the Parks Department's schedule and weather conditions at the time. The condition of the synthetic will be inspected prior to covering and again when the pitch is uncovered. This will assist Council in determining the need for replacement.

### **GOAL POSTS**

The maintenance of goal posts used in the conduct of sports competition will be the responsibility of Council. Clubs are responsible for the provision of appropriate padding and / or nets.

### **SOCCER – PORTABLE GOAL POSTS**

Any portable goals in use on Council owned recreation reserves must comply with the Standards Australia Handbook (HB 227-2003) and guidelines provided by Consumer Affairs Victoria on 1300 55 81 81 or at [www.consumer.vic.gov.au](http://www.consumer.vic.gov.au)

## LINE MARKING

Council will undertake initial marking of lines for sports competition at the commencement of the winter season. Clubs are responsible for maintaining and re-marking of the lines for the remainder of the season.

Line marking must be carried out using a suitable marking paint.

**Lime, Roundup, Diesel or other substances that kill grass cannot be used.**

## IRRIGATION

### Automatic Systems

Council is responsible for the maintenance and operation of all automatic irrigation systems. Clubs are not to access or alter control of the unit settings under any circumstances. Clubs must notify Council immediately there is any interruption to the mains power supply as this can affect the irrigation settings. Faults are to be reported to Council immediately.

### Manual Systems

Clubs are responsible for the placement and operation of sprinklers where manual systems exist. Clubs are responsible for ensuring hoses and sprinklers are stored appropriately to prevent against vandalism or theft when not in use.

### Water Restrictions

In times of Water Restrictions Clubs must observe the requirements implemented by the Water authorities and or Council.

## SAFETY CHECKS

Clubs are to ensure that all equipment used in the course of competition, training and other activities are maintained in a safe and effective order and used in a manner so as not to cause injury or damage to persons or property. This includes equipment used to define the nature of the activity, eg. Goal posts, nets, cricket pitch matting.

The club is also responsible for ensuring that playing surfaces are fit for play prior to an activity commencing. The club will examine the ground prior to the commencement of play to check that there are no potentially dangerous items/objects on the playing surface. A check must be made of the following items:

- Sprinkler heads
- Box covers
- Surface holes
- Litter
- Glass
- Stones
- Any other items considered a risk to the safety of individuals that is located on the field of play.

## FLOODLIGHTING

Flood Lighting can only be used during the hours when Clubs are allocated use of facilities and can only be used for training purposes. Floodlights must be turned off by 9.00pm once training finishes



unless otherwise authorised by Council. Floodlights must not be used for social functions either on the playing field or in the social rooms. Clubs wanting to hold night matches must seek permission in writing prior to the scheduling of such matches.

## **OTHER REQUIREMENTS**

### **ENTRANCE/ADMISSION FESS**

Hume City Council Local Law No. 1 Item 2.10 states that “Without a permit a person must not on a road or in a municipal place – (g) Sell or offer for sale any goods or services, or do so from land adjacent to road or Council Land”

If you are intending to hold a Public Entertainment (as defined in the Building Act 1993) in a building or a place having an area greater than 500m<sup>2</sup>, including Council reserves and private land, you will be required to obtain an Occupancy Permit for a Place of Public Entertainment. Applications for Occupancy Permit must be made in writing, using the prescribed application form, and be accompanied by the prescribed fee. You should make enquiries with Council’s Building Control Services Department, 9205 2325.

Clubs and/or Associations wanting to charge entrance fees to patrons to access Council property must seek permission to do so in writing at least one (1) month prior to the proposed activity for which a charge will be levied.

### **INCORPORATION**

Council requires that Clubs are incorporated associations. Incorporation provides legal indemnity for all committee members of a club.

For further information contact: Consumer Affairs Victoria on 1300 55 81 81

[www.consumer.vic.gov.au](http://www.consumer.vic.gov.au)

### **PUBLIC TOILETS**

Council will maintain and clean toilets in free standing public toilet blocks located at Council Reserves that are open to the public. Clubs should consider providing additional toilet paper should the hire period be for numerous hours, and/or if large numbers are expected.

Clubs will be responsible for the opening, closing and cleaning of toilets which are only opened on match days for members and spectators of the sporting activity.

### **MARQUEES**

The erection of marquees, stages seating stands or other Prescribed Temporary Structures requiring pegs to be driven into the ground is not permitted on a designated playing field. Erection of any marquees, stages, seating stands or other similar Prescribed Temporary Structures on any land, including Council reserves, may require the written consent of Council’s Municipal Building Surveyor. You are advised to contact Council’s Building Control Services Department on 9205 2200.

## ADVERTISING / SIGNAGE

Advertising signs are not permitted on either Council pavilions or fences without approval from the Hume City Council Property & Development Team. Enquiries can be made by calling 9205 2209 and counter enquiries can be made at the Council Office in Broadmeadows.

Clubs must ensure that all signs are securely fixed to fences and/or buildings as per the **Advertising Sign on Council Sports Reserve and Facilities** at all times to prevent the possibility of injury to any person or damage to any property is avoided.

Council reserves the right to remove any sign that does not meet the of the Advertising Signs on Council Sports Reserves and Facilities Policy or is deemed to be dangerous to users or members of the public. A cost may apply to recover signage that has been removed.

## VEHICLES

No vehicles other than emergency services vehicles are to be parked in or have access onto a Reserve, except in those areas specifically set aside for vehicle parking.

## ADDENDUM NO. 1

### RISK MANAGEMENT

#### *What is the responsibility of the sports club?*

As has been the case in the past, clubs will be responsible for thoroughly inspecting the ground/training facilities before the commencement of training or competition play. Clubs should check the playing surface for hardness, grass growth, and the general ground condition. Where the ground/training facilities are deemed unsuitable for safe use the club should cancel play/training until the ground condition is improved. Clubs should use the checklist provided by their peak sporting body for this purpose. Clubs are required to complete the checklist (before training and competition) and keep all completed forms as part of clubs records.

It is imperative that clubs undertake regular inspections of grounds/training facilities prior to any use. It is preferable that formal inspections occur earlier in the week to enable sufficient time for remedial works to be undertaken.

Council staff will also be regularly assessing the condition of grounds/training facilities and will clubs is a reduction of use or closure of the ground is required.

Clubs allocated use of grounds/training facilities must comply with the approved conditions for use. Clubs should also consider minimising training sessions to prolong the useable life of their sports field. Where possible clubs should rotate the areas where training sessions take place and avoid training on wear areas such as at the mouth of goals, boundary lines and floodlit sections of the sports field.

Should you have any concerns regarding the condition of your ground, please contact the Sport & Recreation Team on 9205 2464 to arrange a formal inspection.