



## CONDITIONS OF SEASONAL GROUND USE

### 1. APPLICATION AND BOOKING

All applicants are required to complete the relevant 'Seasonal Ground Application Form' for the use of City of Bayswater recreation reserve and/or venue. The applicant must complete the acknowledgement and acceptance declaration that forms part of the application process and forward a copy of their **Certificate of Currency for Public Liability Insurance** as this will confirm the booking. If these documents are not received the confirmation process can not be completed.

Confirmation of the booking will be given to the hirer in writing and use of Council facilities must not commence until this letter is received. This letter will include the Conditions of Hire and a copy of the Tax Invoice/Rental Contract relating to the booking. (These documents form part of the agreement to hire the facility and must be completed in full to enable the confirmation to be processed).

### 2. RIGHT TO REFUSE OR CANCEL A BOOKING

The City of Bayswater reserves the right to refuse an application or to cancel a confirmed booking at any time, if in its opinion the hirer or the activity contravenes the vision and values of the City of Bayswater, or does not comply with the Conditions of Hire.

### 3. DURATION OF HIRE

The reserve and associated facilities are to be used by the hirer only at the agreed times.

### 4. GHOST BOOKINGS

The use of grounds is regularly monitored. Should clubs be found to be making regular bookings and not using the allocated time slot, any such bookings may be cancelled. There is a high demand for sporting grounds and ghost bookings prevent other clubs' regular access.

### 5. PAYMENT OF FEES

Fees will be based on approved City of Bayswater Fees and Charges and the information provided by your Club with respect to the number of teams. This information is to be provided by you as part of the application process.

Where fees and charges apply to ground/facility use a Rental Contract / Tax Invoice will be issued with payment due immediately.

Council has adopted the fees and charges for the seasonal use of grounds and facilities for the 2017/18 financial year, and you will be charged at the rate relevant to your particular sport and/or reserve classification.

## 6. LATE PAYMENT OF FEES

Late payment of fees may jeopardise your continued use of Council reserves and/or facilities **and if arrears exist from a previous season no consideration will be given to a Club's request for the ongoing use of a reserve.** Once a Rental Contract/Tax Invoice has been issued no changes will be made to it and no credit will be issued against a Club account unless approved in writing.

## 7. CANCELLATION OR ALTERATION OF A BOOKING

All alterations or cancellations of a booking must be received in writing no less than four (4) weeks prior to the date to be cancelled / altered.

Council reserves the right to apply a cancellation fee as follows:

30 days or more prior	Amount to be retained by Council 0%
14-29 days prior	Amount to be retained by Council 50%
Less than 13 days prior	Amount to be retained by Council 100%

Where a reserve and associated facilities are booked for seasonal sport use, no consideration will be given to the refunding of proportional seasonal sporting ground fees once the season has passed week four (4) of the competition.

## 8. SUB-HIRING OF GROUNDS

All ground bookings must be approved by the City of Bayswater. Clubs and Organizations are not permitted to re-allocate any approved hire to third party organizations.

## 9. INDEMNIFICATION AND INSURANCE

Upon confirmation of the booking the hirer undertakes to hold the City of Bayswater indemnified against all claims which may be made against them for damages or otherwise in respect of any loss, damage, death or injury arising from the use of the reserve and/or facility.

Council has been made aware that it cannot legally insure another party's property or assume another party's liability.

Prior to commencing use of City facilities each season, it is essential that all clubs obtain Public Liability Insurance as detailed below. It is also strongly recommended that Clubs obtain the additional insurance policies and forward copies of the Certificates of Currency to the City of Bayswater for recording purposes.

- a) Public Liability Insurance Policy in the name of the Licensee (with the City being recorded as "interested party" on the policy) for an amount of not less than TEN MILLION DOLLARS (\$10,000,000) in respect to any one claim or such greater sum as the Licensor may reasonably require. The hirer is to provide a copy of their Certificate of Currency for Public Liability Insurance of \$10m with their 'Seasonal Ground Application Form'.
  - i) Public Liability Insurance must also include the Goods Sold extension (this is to provide cover for food and drink being prepared or supplied on the premises).
- b) Professional Indemnity Insurance
- c) Directors and Officers Liability Insurance
- d) An Insurance Policy covering all Volunteer Workers
- e) A Contents Insurance Policy. Council is unable to insure another party's equipment. Clubs are encouraged to obtain a policy.

For occasions such as large-scale private, public or community-based events (and particularly those at which alcohol is served and/or sold), or for high-risk sporting activities, the hirer's public liability policy will require notation that protects the City's interest beyond any doubt.

**Please provide Council with a copy of the Certificate of Currency for all current Insurance Policies held by your Club before the commencement of this sporting season.**

#### **10. WORKING WITH CHILDREN CHECK**

In accordance with Council's Working With Children Check Policy, all organisations/individuals that hire Council facilities and/or participate in City functions, events or services in a paid or volunteer capacity must be in compliance with the Working With Children (Criminal Record Checking) Act 2004.

It is the responsibility of the organisation wishing to hire a council venue to ensure that it's obligations under the Working With Children (Criminal Record Checking) Act 2004 have been met.

Copies of the WWC Check as required under the Working With Children (Criminal Record Checking) Act 2004 are to be attached to any and all applications for the use of Council facilities when the application is made.

The City reserves the right to reject applications for the use of council venues and expressions of interest in Council events if the relevant Working With Children (WWC) Checks are not provided.

#### **11. KEYS**

Sets of keys will be issued prior to the commencement of the period of hire and attract a \$200.00 key bond per sets of keys issued in accordance with Council's Schedule of Fees and Charges. Keys will enable access to the changing and toilet facilities and floodlights. They are to be returned by hirers, including seasonal hirers, within one week of the end of the period of hire. The key bond will be refunded once the key(s) have been returned to Council.

A standard issue for keys is determined as a maximum of 3 sets of keys per club, (\$200.00 bond). Additional sets can be made available at a non-refundable cost of \$35.00 per key. Keys will remain the property of the Council. It should be noted that no unauthorised copies of the keys are to be made.

#### **12. COMPLIANCE WITH ESTABLISHED OR REGULATED STANDARDS FOR SAFETY OF EQUIPMENT**

It is the hirer's responsibility to ensure that current Australian Standards are complied with, particularly as they relate to provision, installation, maintenance and storage of sporting equipment (including goal posts).

### 13. ELECTRICAL EQUIPMENT

If a hirer provides any form of electrical equipment and appliances such as fridges, pie warmers urns, projectors etc, that is to be used within the facility, they are required to be tagged in accordance with Australian Standard AS/NZS 3760 – In Service Safety Inspection and Testing of Portable Electrical Equipment requires that all electrical equipment such as urns, kettles, stereo systems, extension cords and heaters be inspected, tested and tagged on a regular basis. This equipment is to be identified in the Application.

### 14. SALE AND/OR CONSUMPTION OF ALCOHOL

It is the hirer's responsibility to ensure that all provisions of the Liquor Licensing Act are complied with. The hirer should be aware that the consumption of alcohol in a public place is against the law and no alcohol is to be served or consumed on any reserve without first obtaining approval from the City. If alcohol is to be sold an occasional liquor licence from the Department of Racing, Gaming and Liquor is to be obtained by the hirer with a copy forwarded to the Council at least fourteen (14) days prior to the period of hire.

### 15. SHARED USE

In the majority of cases it is necessary for clubs to share the allocated grounds and facilities with other clubs. This is because demand for the use of Council facilities outstrips availability. **When sharing grounds for fixtures, you are required to contact the other user group to discuss how these shared arrangements will function.**

### 16. GROUND MARKING

White or coloured water based paint is the only acceptable product with which to mark grounds. Your full cooperation in this regard is sought.

The Public Health Department strictly prohibits the use of, or addition to the paint of weedicide or any other such product. If use of an unauthorised product causes damage to the ground, the cost of any repairs carried out by Council will be charged to your Club. More importantly, harm to the health of players may occur and if this is the case the Club will be held responsible for any action that ensues.

Ground marking is the responsibility of the club and it is expected that you comply with this ruling. Please be prepared to attend to your ground marking needs early, as Council is unable to assist you in this task.

### 17. GROUND MAINTENANCE

The City maintains its parks and reserves in good condition and trusts that the facilities provided meet your requirements. However, it may be necessary for major maintenance work to be carried out on grounds and/or facilities during your allocated season. If this is the case you will be contacted, and advised in advance of the type of major maintenance and when the work will start and finish. Your co-operation in enabling this work to be carried out is important, and it is equally important that you follow the instructions of Council's Parks and Gardens staff throughout this period. Should urgent works be required every effort will be made to find an alternative ground for your use but no guarantee can be given.

## **18. SEASON FIXTURES**

Please forward a copy of your **Home game** fixtures **only** to Recreation Services as soon as they become available. If there is a delay in the officially printed fixture book arriving, a computerized or informal copy of your **Home games** schedule will be accepted as an interim measure.

## **19. PARKING AND VEHICLE ACCESS TO THE GROUND**

Parking facilities are provided at most active sporting reserves within the City of Bayswater. It is the Club's responsibility to ensure that players and spectators park vehicles in an orderly manner in the designated parking bays.

The amenity of residential areas surrounding reserves should not be affected in any way and the parking of vehicles on verges, or the indiscriminate use of the roadway by parked vehicles may attract parking infringement. No vehicles, (other than those being used by the Council for day to day business or maintenance activities), are allowed access to, or to be parked on a reserve at any time.

## **20. PUBLIC ADDRESS SYSTEMS**

The use of any public address system is to be authorized through the Ground Allocation process and in accordance with the Environmental Protection Act 1986 and regulations pertaining to the Environment Protection (Noise) Regulations 1997. A breach of this Act may result in a Noise Abatement Direction being served. Non-compliance with the Environment Protection (Noise) Regulations 1997 carries a maximum penalty of \$62,500. It is the Club's responsibility to ensure the use of any public address or sound system is controlled.

## **21. MARQUEES, TENTS AND/OR SHADE STRUCTURES**

Please note marquees and shade structures using pegs are not permitted under any circumstances; marquees and shade structures using another method to be secured down, such as water ballast or sandbag must be approved by the City prior to use.

Only plastic pegs are to be used for securing goal nets or similar. Metal Pegs cause severe damage to ground maintenance equipment and any cost of repair will be sought from the clubs found to be using metal pegs.

## **22. LITTER AND RUBBISH REMOVAL**

Permanent bins placed on a reserve are for pedestrian rubbish only. Should your Club have an excessive amount of rubbish generated from your fixtures, and/or a function, it is your responsibility to hire additional bins or have the rubbish removed from the ground. Extra bins can be hired from the Council and an additional fee will apply.

## **23. BEHAVIOUR**

The nominated User is not to allow any anti-social behaviour in or around the premises or reserve including but not limited to loud music, foul language, drunken behaviour, uncontrollable actions, fighting, acts of physical violence, littering, public urination and unwanted entry onto neighbouring properties.

## **24. ENTERTAINMENT (MUSIC)**

The hirer should ensure compliance with the Copyright Act 1968 and make sure that no music subject to copyright is played unless you (as the hirer) obtain a licence from the Australasian Performing Rights Association (APRA).

**25. LIGHTING**

Many reserves within the City of Bayswater are floodlit. Some are sub-metered to Clubs that lease facilities. Any charges associated with the use of floodlighting are included within the Ground Rental fee. In some instances the floodlight system allows for zoned switching. Clubs are encouraged to switch on lights for the area being used, not the whole reserve.

**26. SECURITY**

Council is concerned about vandalism and the high cost of power. It is the responsibility of each hirer to ensure that each section of the venue is secured at the end of each period of hire. Should you be the last to leave, it is your responsibility to make certain that the windows and doors are secured and lights / air conditioning / heating systems switched off.

Security lights come on and go off automatically. Where alarm systems are fitted they should be armed. The hirer may incur charges if the Security Company is called-out to secure the facility at the end of your hire period.

Please check all toilets to make sure no one is loitering in the facilities before you leave.

If during the course of your activities you require assistance from Security Watch please contact them directly on:

**Security Watch  
1300 360 333**

Each hirer is issued with its own key to the building. If any person arrives and announces they have booked the facility after you and do not have their own key, they are not to be given access when you leave. Secure the door and ask them to wait outside.

It is most important that you act responsibly in this matter.

*(end of conditions)*

**ACKNOWLEDGE & ACCEPTANCE**

I have read, understood and accept the terms and conditions specified in the Conditions of Season Ground Use document.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Must be 18 years of age or over)

Club Name: \_\_\_\_\_

Position Held: \_\_\_\_\_

Full Name and address: \_\_\_\_\_

\_\_\_\_\_