



# Snowy Valleys Council

## Facility User Agreement

Version 1.3  
Revision Date 9/02/2017

Please ensure that **all** pages of this agreement are initialled and returned with a copy of your current Public Liability Insurance

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## **1.0 Introduction**

The Facility User Agreement contains the terms and conditions on which Council owned or managed sportsgrounds, openspace and public facilities for organised sport and activities are used. This Agreement has been developed in conjunction with Council's Sporting Fields and Facilities Policy. By providing these two documents Council wishes to continue and strengthen the relationship that it has formed with all sports clubs and other organisations within Snowy Valleys and aims to optimise the use of facilities and the community benefits they provide.

Sports clubs, other organisations and the Snowy Valleys community as a whole will benefit from the equality and fairness of this document and the standard approach that it presents. Council will continue to recognise facility users' good behaviour and cooperation both past and present in relation to the use of Council owned or managed sportsgrounds, openspace and public facilities.

## **1.1 Purpose**

The purpose of the Facility User Agreement is to allow the users of Council's sporting facilities to better understand the process guiding the allocation of facilities by clearly identifying:

- Council's requirements from organisations and users
- Responsibilities of the user groups
- Responsibilities of Council
- Process for facility development
- Provide a framework that is equitable and easily administered
- To protect the safety of users.

## **1.2 Background**

The Facility User Agreement has been developed to allow user groups to understand Council's position in regard to the use and development of sportsgrounds, openspace and public facilities in Snowy Valleys. The following objectives provide the framework for the establishment of an equitable and administratively operational Facility User Agreement.

- Efficient and effective use of Snowy Valleys community resources.
- Encourage participation in sports and recreational activities by Snowy Valleys residents.
- Minimise potential over-use of sportsgrounds and openspace with efficient facility allocation and eliminate inappropriate use.
- To match quality of playing surfaces to level of competition to be played at the ground.
- To enhance positive user attitudes and responsibility towards facilities.
- To ensure the provision of a range of quality, accessible recreation and sporting facilities.
- To provide a comprehensive and easy to understand Facility User Agreement which clearly details the responsibilities of both Council and sporting clubs and other users.

## **1.3 Scope**

This Agreement applies to:

- Allocations of facilities made through tenancy application for seasonal allocation
- Casual use of sportsgrounds, openspace and public facilities that are leased on a seasonal basis
- Maintenance
- Conditions of use
- The facility development of sporting facilities.

The Facility User Agreement will be reviewed on a regular basis and updated as required. Amendments to the document may occur throughout the season if:

- Legislative requirements alter,
- Legal issues highlight a need for change,
- Insurance and risk management issues arise,

- Council policy changes affect users.
- This Agreement includes for all Council owned and managed sporting fields and open space and associated facilities and Council owned and managed buildings.
- This Agreement excludes public swimming pools
- This Agreement excludes large events as deemed by Council (refer to Council's Events Booking Form)

#### **1.4 Terms and Conditions**

The Facility User Agreement forms the basis for the terms and conditions of the agreement governing the use of Council facilities in conjunction with Council's Sporting Fields and Facilities Policy. It is important for users to fully read and ensure they understand all sections of the Agreement and Policy. It is the responsibility of the Organisation to ensure they comply with these Terms and Conditions. Should the Organisation become aware of a breach to these Terms and Conditions it is the responsibility of the Organisation to inform Council immediately. Any breach of one or more of these conditions may at the discretion of Council, result in the use of the facility being withdrawn.

#### **1.5 Tenancy Agreement**

The Facility User Agreement provides the terms and conditions by which Council's facilities are used. It is a requirement of the Agreement that users read and understand the conditions and obligations within the Agreement.

The "Agreement" for Tenancy consists of the following key documents:

- 1) The Facility User Agreement
- 2) Seasonal Sports Ground Tenancy Application – The signed undertaking by the club that the terms and conditions in the Facility User Agreement have been read and the club agrees to abide by them. Clubs that have had an application confirmed by Council are bound to these terms and conditions.
- 3) Further documentation – Includes but is not limited to contact details, key holders, hours of use and proof of public liability insurance.

#### **1.6 Fees for Use**

Council may charge for the use of facilities and provision of associated services as provided for in *Councils Fees and Charges* schedule.

#### **1.7 Facility Use/Allocation**

Facility allocations are issued to organisations that apply for the use of sportsgrounds, openspace and public facilities by completing the application process outlined in this document by the required date as stated below. In being allocated the facility, the successful organisation then enters into a tenancy agreement. The occupancy agreement forms a contract between the organisation (who then becomes the seasonal or casual tenant) and Council.

As participation trends change, Council may review the practice of allocating facilities to provide for the efficient use of facilities. Council may require a sharing of facilities but the desire is not to impact on existing users unless clear benefit can be provided through potential relocation or reallocation. Where possible all efforts would be made for organisations to retain the same primary "home ground". While all efforts are made to accommodate requests, where demand exceeds resources, Council may be unable to accommodate all requests.

In the event that there is a need to prioritise contested use of sportsgrounds, openspace and public facilities, the applications will be considered utilising the Priority Matrix (see attachment) as the method for determining priority.

## **1.8 Sports Grounds, Openspace and Facilities**

Allocations will be made through seasonal tenancy agreements. By signing the application form, clubs agree to the terms and conditions outlined in this document as well as with Council's Sporting Fields and Facilities Policy.

## **1.9 Buildings**

Buildings are provided to support sports grounds and openspace activities. Allocations will also be made through a seasonal allocation. By signing the application form, clubs are agreeing to the conditions of use as outlined in this document as well as with Council's Sporting Fields and Facilities Policy.

Allocation of Buildings will be based on allocated days and times as applied. Council may consider placing other user groups into the Buildings during any non-allocated times although this would only be considered following consultation with the tenant club(s).

## **1.10 Seasonal Allocation**

Requests for seasonal bookings must be made no less than 2 weeks and no more than 3 months prior to season commencement. Bookings are not confirmed until the Club, Association or user group receive a formal approval from Council. Council reserves the right to refuse a booking not received within the stipulated timeframe.

## **1.11 Pre-Season Training and Finals**

Pre-season training and finals are not included within the seasonal agreement if they fall outside of the seasonal agreement dates. For finals, clubs (or associations who organise finals) are required to make formal application to Council and these need to be lodged with Council by the COB on the Tuesday following the last home and away season match. If this application has not been lodged by this time, sports ground renovation works or other user groups may be scheduled on the ground. If clubs have necessary pre-season requirements outside of the seasonal dates, these needs/times are to be noted on the seasonal application and considered in context. It is anticipated that on occasions the above timelines are not possible to achieve. In these cases, clubs are to make the best possible effort to contact Council regarding their practice game requirement prior to the game going ahead.

## **1.12 Casual Facility Use**

In addition to sporting clubs use, facilities are frequently used by residents and community groups for purposes of "one-off" social gatherings, casual sport and festivals and events. Council supports use by these groups and will allocate facilities upon request, with consultation with tenant clubs and providing this does not result in overuse of grounds or be of detriment to competition use. Annual events and seasonal events will take priority over casual use. Bookings must be made no less than 2 weeks prior to event. Council reserves the right to refuse a booking not received within the stipulated timeframe.

## **1.13 School Use of Facilities**

As with community groups and residents, schools regularly use sportsgrounds, openspace and public facilities for school sport, sports days and physical activity. Council supports this use by school groups and will allocate facilities upon request providing this does not result in overuse of grounds or be of detriment to competition use by seasonal users groups.

School use will be limited to school hours. Where schools require use of facilities outside of school hours, tenant clubs will be consulted to determine that there is no conflict of use. Applications from schools are required prior to using facilities.

## **1.14 Annual Events That Use Facilities**

Council allows some grounds and buildings to be used for annual events such as Festivals, Regional Gala Days etc. An annual event is defined as an event that occurs around a similar time (be it specific date, month or season) that provides significant benefits to the community

and as such these events will take precedence over all other bookings, including seasonal bookings. Council will make the final determination on such events and bookings.

Clubs will be made aware of these if they apply for and enter a seasonal tenancy agreement with Council for one of the affected grounds/Buildings. In regards to annual events, affected clubs will be notified of any annual event on their ground prior to an agreement being finalised.

### **1.15 Application Process for Seasonal Allocations**

#### **Step 1:**

The prospective user completes the Facility User Agreement (available on the Council website or by contacting Council) and submits to Council with all required documentation by the date required. The applicant will be advised if there are any items missing from their application.

#### **Step 2:**

Council considers the application. Delays may occur should the applicant not provide all information requested.

#### **Step 3:**

Successful and unsuccessful applicants will be notified in writing by Council. If there is more than one applicant allocated to a ground following the allocation process and this decision is not supported by the other allocated club the Priority Matrix (see attached) will be used for determining priority.

Note: Where a conflict may occur annual events take precedence over all other bookings and therefore will not be subject to the Priority Matrix.

If an applicant is dissatisfied with their allocation/non allocation they may appeal in writing within 5 working days of the organisation receiving notification of its allocation/non allocation. Letters should be addressed to the General Manager.

In allocating facilities, Council will give consideration to a number of variables including:

- Historical use of facilities
- Tenancy record
- Financial status
- Division of sports seasons
- Governance
- Hierarchy of sportsgrounds
- Ground capacity
- Capital works investment
- Under-represented target group participation

### **1.16 Late Applications**

Late applications may result in organisations missing out on their preferred ground/facility allocation.

### **1.17 Incorporations**

It is in the organisations interest to be incorporated and Council supports incorporation. For further information regarding incorporation contact Consumer Affairs and Trading [http://www.consumer.tas.gov.au/business\\_affairs/incorporated\\_associations](http://www.consumer.tas.gov.au/business_affairs/incorporated_associations)

### **1.18 Public Liability Insurance**

All organisation/facility users must have public liability insurance cover. Organisations must be covered for a minimum of \$20 million against all actions, costs, claims, charges,



expenses and damages whatsoever which may be brought or made or claimed against the organisation/facility user arising out of or in relation to allocation of a facility. A copy of the certificate of currency must be attached to the allocation application.

### **1.19 Contents Insurance**

Council does not provide contents insurance for users items at any facility nor takes responsibility for users contents stored at public facilities. If the organisation stores valuables, equipment or memorabilia in a facility, the club is solely responsible for insurance of all its contents.

### **1.20 Building Insurance**

Council insures its buildings, fittings and fixtures against damage and fire and is responsible for the structure of the building.

## **2.0 Conditions of Use**

### **2.1 Ground and Buildings Inspections**

Organisations are required to undertake an inspection of the facility prior to acceptance of this agreement and notify Council of any issues that are identified. The signing of this Agreement is an acceptance by the organisation that the facility is in satisfactory condition fit for the purpose of the organisation. It is also the responsibility of the organisation to undertake inspections prior to each use (matches, training etc.) to ensure the safety of its members and guests. Should an issue be identified it is the responsibility of the organisation to advise Council as soon as practical.

### **2.2 Seasonal Handover**

All organisations must ensure facilities are left in a neat and tidy condition for the incoming organisation. Prior approval from Council and the other seasonal user groups is required before an organisation leaves property or equipment in the Buildings during their non-allocated period.

### **2.3 Key Allocation**

All lockable public areas of facilities will be keyed with the Council's Master Key system. This includes toilets, change rooms, kitchens and social areas. Council will require access to all of these areas at any time to meet a variety of regulations. Keys are issued at the beginning of the seasonal allocation period. Clubs are not to exchange keys with their co-tenants between seasons.

The conditions of key allocation are:

- Organisations will be required to complete a Key Allocation form
- Key sets will be issued at a cost as nominated in *Council's Fees and Charges*.
- Requests for additional or replacement keys are made to Council and will attract an additional charge as nominated in *Council's Fees and Charges*.  
Under no circumstances are keys to be loaned to any other club, association, organisation, school or person. Responsibility rests with the person/s nominated in the key holders section of the application form.
- Non-compliance may result in the withdrawal of ground and buildings usage.
- Details of changes in possession of any key(s) are to be forwarded to Council within 7 days.

Clubs are not permitted to add or change locks. Council requires access to all areas of the Buildings at all times and will remove any unauthorised locks. Clubs will be responsible for the cost associated with any non-approved lock removal. Lost, damaged or stolen keys must be reported to Council immediately. Council may replace all locks in the event of keys being lost or stolen with the cost charged to the club. Broken or damaged keys are to be returned to Council before a replacement key will be issued.

Clubs must always maintain their own key register that must be presented upon request from Council.

#### **2.4 Allocation Not Required / Reallocation**

Council must be notified of any allocation that is no longer required. Any facility that is not allocated to its full potential may be considered for reallocation to another user group if required.

#### **2.5 Non-Compliance and Public Liability**

2.5.1 The hirer is to be responsible for any damage whatsoever, howsoever and to whomsoever caused and is to be responsible for any claims, costs, actions and demands in respect to the injury to or death of any person or loss or damage to any property arising out of or in connection with the use of the premises subject to this booking by the Hirer, or his, her, its servants, agents, employees or any person acting for or on behalf of the Hirer during the term of the booking or any extension thereof and must indemnify and keep indemnified the Council against all damages, claims, costs, actions and demands aforesaid provided that the Hirer shall not be required to indemnify the Council against loss or damage to the extent that such loss or damage is caused by or contributed to by the Council, its servants, agents or employees.

2.5.2 All organisations/facility users must produce a valid copy of their public liability insurance cover. (see 1.17)

2.5.2 Council reserves the right to suspend or revoke an organisation's tenancy agreement at any time if the terms and conditions of the agreement are breached. Where the terms of the agreement, signed by the organisation, have not been adhered to, the following course of action may be applied:

1. Warning in writing with stipulated timeframes for correction.
2. Organisation/s will be advised that until the issue/s are rectified, and depending on the severity of the complaint they may be locked out of their facility. Such complaints could include but not limited to deliberate damage to sports ground surfaces and/or Buildings, or organisations found in breach of their liquor licence or any part of this policy.
3. Should an organisation fail to rectify an issue in a timely or appropriate manner, the organisation may be suspended from their facility for the remainder of the allocation and future allocations may be in jeopardy.
4. Organisations involved in incidents that are not as serious but are of regular occurrence may also find themselves facing the same course of action.

#### **2.6 Pre-Season Training and Practice Matches**

Organisations requiring use of facilities outside the dates of their seasonal allocation must seek approval from Council. Organisations should not use sportsgrounds, openspace and public facilities until they have received approval. An organisation that uses a facility outside its allocation without Council's consent will be liable for any accident that may occur. Damage to the ground will also be the organisation's responsibility and they will be charged for reinstatement works. Tenant organisations who continue to use a ground that has been closed by Council for maintenance or recovery risk losing their allocation.

Unauthorised usage may also conflict with scheduled use of a facility by another organisation, school or casual booking. Conflicts may also arise with important facility maintenance work.

#### **2.7 Extended Facility Usage – Finals Matches and Training**

Organisations wishing to extend the usage of allocated facilities beyond the allocated period (e.g. for finals) need to be notify Council at least 5 days prior to the first date of use. Council

will not permit the use of facilities for finals matches without a written application signed by the organisation and/or organising association.

Organisations are not permitted to use facilities for finals training (that is outside their seasonal allocation dates) until approved. Use of grounds for finals matches and training will take precedence over requests for pre-season use. Council will make the final decision on priority of training or finals.

### **2.8 Sub-letting of Facilities**

No organisation shall sub-let any part of a sports ground, openspace and/or any part of the facility allocated to it during the allocated period. Non-compliance may result in Council withdrawing the allocation.

### **2.9 Utilities – Electricity and Telephone Charges**

Organisations are responsible for paying the utility charges related to their seasonal use. This includes all telephone, electricity and other utilities. Organisations are to contact the utility companies at the start of each season to make the necessary arrangements for initial reading and connection.

Where organisations share facilities, each organisation will be responsible for a percentage of the utility charge and this should be negotiated between organisations. If organisations cannot come to an agreement regarding the shared costs, Council will negotiate this percentage.

### **2.10 Times of Facilities Use and Acceptable Behaviour**

Organisations will ensure that they comply with all relevant noise legislation and that any noise generated does not cause an environmental nuisance or unreasonably interfere with the enjoyment of someone's environment. Noise may be defined as unreasonable if it can be heard in the habitable room of another premises (i.e. lounge room, bedroom).

Organisations are not to conduct any noxious or offensive activity or use facilities for illegal or immoral purposes. The display of any sexually explicit or offensive material in any form is prohibited. Organisations need to be mindful that many facilities are located in residential areas. Respect must be given to residents and their property, including houses, vehicles, fences or yards. If an organisation has an installed alarm that is not linked to a call out security company, Council requires a name and contact number of someone within the organisation who can access the building if an alarm is activated.

### **2.11 Waste and Litter Management**

Each sportsgrounds, openspace and public facilities has bins supplied for the use by the general public and these are emptied by Council contractors. Organisations are responsible for ensuring that all waste generated from their use of the reserve is cleaned by 9am the following day or at the end of match day or training session. Wherever possible Council will provide bins for recyclables and usage of such is encouraged by users/organisations. Additional bins can be obtained upon request to Council (minimum of 5 days prior to event) at costs defined in Council's *Fees and Charges*.

### **2.12 Vehicles on Reserves**

No motor vehicle (including ride-on-mower or similar) is permitted on the playing area of sports grounds or within designated openspaces, with the exception vehicles accessing around boundaries for the placement of goals, etc. disability and emergency vehicles excepted.

### **2.13 Temporary Closure of Ground**

Responsibility for determining ground closures including what areas and for what period remain the responsibility of Snowy Valleys Council and this decision will be made, where possible, no less than 24 hours prior to the activity to provide sufficient time to sporting organisations to make the necessary arrangements to minimise inconvenience to players

and others involved. Council encourages and supports a proactive approach by sporting organisations that cancel and/or reschedule events during inclement weather to minimise damage to fields and protect players.

In determining sporting field closure, Council has a responsibility to ensure all sporting fields are maintained to a standard that will hold up to expected use during the course of the playing season. At times, during inclement weather Council may have to close the fields to ensure they are in the best playing conditions not only for the remainder of the season but also for all other users. The decision to close a field is not taken lightly and involves consultation with numerous Council Officers. A number of factors are taken into consideration when making such a decision and include:

- the amount of rainfall
- predicted rainfall/weather
- drainage and potential for drying of fields
- soil structure
- potential damage to the field and subsequent required remedial works
- legal obligations to provide safe sporting facilities as well as the health and wellbeing of players including potential for injury to users

Following the decision to close grounds the Bookings Officer (Assets Administration Officer) will contact nominated sport and user representatives to discuss availability of grounds. Relevant media will also be notified where required.

**Note:** *Irrespective of the above Snowy Valleys Council may, at any time, withdraw the use of the ground or part thereof. (ie if it is deemed to be unplayable).*

#### **2.14 Penalty – failure to abide by ground closure ruling**

No sporting club, school or user group have the authority to approve use of sporting grounds when Snowy Valleys Council has closed the grounds.

Sporting clubs, schools or user groups using closed fields will be liable for the full cost of repairs.

The procedure for fining sporting clubs, schools or user groups shall be as follows:

Council will:

- inspect and photograph the damaged grounds.
- establish culpability in consultation with, the sporting club, school or user group.
- determine the fine based on the cost to restore the facility.
- issue a fine in writing to the offending facility hirer.

If the fine is not paid the offending, sporting club, school or user group will not be allocated any future use of Snowy Valleys Councils facilities.

**Note:** *In some instances where damage to the ground is excessive Snowy Valleys Council may close the facility to enable necessary remediation works to be undertaken. In the event of a dispute or difference arising in the interpretation of this Policy, the club can appeal in writing to the General Manager within seven days of the club receiving notification of its allocation. The Responsible Manager, or a delegated officer, will have final determination on the matter.*

#### **2.15 Shared Use**

Organisations sharing a facility are to liaise with other users to ensure clashes do not occur over training schedules, buildings usage and equipment storage. To reduce clashes, organisations should agree to a set of standard hours at the start of the allocation period and liaise with the other organisation if their hours need to change for any reason throughout the period. Council will make a final determination should organisations be unable to resolve any

issue. Liaison may also be required prior to organisations lodging their seasonal application if it is known who will be applying for use to reduce the chance of clashes.

### **3.0 Facility Infrastructure**

#### **3.1 Turf Wickets**

Council maintains all sports grounds including turf wickets (at an agreed charge to the club aimed at cost recovery) within the Shire. This includes:

- Turf wickets for clubs in competitions requiring such standard facilities.
- On the match wicket area, wickets will be prepared for fixtured games only.
- Any further wicket areas will be prepared at the expense of the club.
- Council will have final say before a turf wicket is used for a game or practice session.
- Clubs are responsible for covering and uncovering the turf pitches.

#### **3.2 Concrete / Synthetic Wickets**

Council may fund up to 25% of the cost of replacement of synthetic wickets with the balance of funding to be found by the respective clubs. If a club believes that a modification or upgrade/replacement of a concrete wicket is required, please contact Council. No modifications may take place until the club has written approval from Council.

#### **3.3 Covering, Uncovering and Cleaning of Cricket Wickets**

Council does not cover/uncover cricket wickets. The cleaning of cricket wickets is the responsibility of the user.

#### **3.4 Cricket Nets**

Clubs wishing to have cricket nets relocated, reconstructed or upgraded should contact Council and wait for confirmation prior to any works being undertaken. Cricket nets should always have public access to at least one practice wicket. Council encourages clubs to take an active interest in maintaining, upgrading and constructing cricket nets on the prior approval of Council.

#### **3.5 Goals**

The provision and maintenance of goals, nets and padding are the responsibility of the club. Organisations must liaise with Council a minimum of 7 days prior to erection of goals to ensure their proposed location/s doesn't cause damage to infrastructure such as irrigation etc or interfere with maintenance activities.

#### **3.6 Portable Soccer Goals**

All portable soccer goals must be compliant with the HB 227-2003 SAI – Global (Standards Australia) Handbook: "HB 227 – 2003: Portable Soccer Goal Posts – Manufacture use and storage". For more information contact Standards Australia on 1300 654 646. Portable soccer goals are the responsibility of the club. Council does not provide, maintain or replace portable soccer goals. All clubs must:

- Ensure that portable goals are securely anchored to the ground.
- That all equipment and safety padding be checked and adjusted before every use.
- Never allow any person to climb on netting or goal framework.
- Safety warnings are prominently positioned and clearly visible on the goal posts.
- Ensure that goalposts are safely stored to prevent unauthorised use and potential injuries.
- Organisations must liaise with Council a minimum of 7 days prior to erection of goals to ensure their proposed location/s doesn't cause damage to infrastructure such as irrigation etc or interfere with maintenance activities.

#### **3.7 Scoreboards**

Permission must be obtained from Council for the construction of scoreboards. The construction of scoreboards is at the cost of the club and only based on approved plans.

Clubs should contact Council in the first instance for guidance prior to any work being undertaken.

Construction must occur under Council supervision and with relevant planning approval. All subsequent maintenance will be the responsibility of the club. If a scoreboard deteriorates to a condition that is dangerous or is deemed inappropriate for a structure in a Council reserve it will be removed by Council and the club will be charged accordingly.

### **3.8 Sport Ground Lighting – Installation and Capital Costs**

The allocated organisation is required to fund 100% of the cost of upgrading or the installation of new sports ground or openspace lights or a percentage if other organisations are willing and able to contribute to the cost. Permission must be obtained from Council for the construction of sports ground or openspace lights. Detailed plans and electrical requirements are to be approved prior to any work commencing. Planning Permits and Building Permits may also be required prior to any lighting works are implemented. Sports ground or openspace lighting on Council land remains the property of Council and cannot be removed in part or full. Appropriate compensation may be made if the organisation is required to re-locate as a result of a Council request.

All maintenance of sports ground or openspace lighting is the responsibility of Council. This includes the replacement of globes. Globes may not necessarily be replaced as soon as the fault is reported due to maintenance priorities.

### **3.9 Irrigation**

Council's sporting grounds and parks are important pieces of public open space which are used by the whole community. Council is responsible for the maintenance and operation of all irrigation systems. Organisations are not to access or alter control unit settings under any circumstances. Organisations must notify Council immediately if there is any interruption to mains power as this can affect the irrigation settings or of any damage to the system. Organisations must also notify Council if there are any faults, leakages or obvious over or under watering. This may be done using the contact details in the back of this policy. Costs associated with repair to any damage caused to infrastructure by the activities of an organisation will be at the cost of the organisation.

### **3.10 Fencing**

Council will be responsible for maintaining fences around grounds and the perimeter of reserves. Council will provide internal fencing or bollards to restrict vehicular movement to designated areas of a reserve. Bollards and gates must not be removed by organisations except for emergency vehicle access. Temporary fencing of reserves for the conduct of finals and special events will be the responsibility of clubs. Clubs must apply to Council seeking prior approval, outlining the proposed event, fence type, location and the manner in which it is to be constructed.

### **3.11 Linemarking of Sports Grounds**

An initial "one-off" linemarking is provided by Council with all subsequent line marking requests subject to costs as per Council's *Fees and Charges*. Requirements are to be communicated to the Assets Administration Officer at least 7 days prior to the season starting and a similar period of notice if required again during the season.

Organisations are to advise Council at least 7 days prior to their linemarking requirements as part of their application and ground inspection.

Organisations undertaking their own linemarking are required to liaise with Council at least 7 days prior to undertaking to minimise potential conflicts with routine maintenance works or proposed construction works etc.

### **3.12 Advertising / Signage**

Any signage or advertising requires permission from Council and shall be in accordance with Councils 'Advertising Signage at Council Recreational Facilities Policy'.

### **3.13 Maintenance**

All maintenance activities or similar undertaken by organisations and their members / associates must have prior approval by Council. This is to ensure no damage is sustained to the facility, no conflicts result with Council's programmed or otherwise maintenance schedule, appropriate insurances are in place, volunteers are competent to undertake the activities, equipment is safe, in good working order and complies with Council policies, procedures and requirements and the activities undertaken pose no risk to the public. Failure to obtain prior approval may at the discretion of Council, result in the use of the facility being withdrawn.

## **4.0 Buildings**

### **4.1 Building Maintenance**

Council will organise inspection of buildings identifying maintenance issues and assessing cleanliness. Should it be found that organisations are not meeting obligations (ie causing damage, wear and tear over and above what is reasonable, dirty etc), Council will request they be rectified. If issues are not rectified and/or organisations continue to breach their tenancy, Council may rectify the issue at the organisations expense and/or may withdraw the facility allocation. Organisations will be charged for deliberate damage, including damage by visiting organisations in accordance with Council's *Fees and Charges*.

### **4.2 Capital Development and Improvements**

Council aims to provide at least basic level associated facilities at sportsgrounds, openspace and public facilities. Due to funding limitations, Council is not able to meet all demands for facility upgrades.

If an organisation wishes to suggest improvements to the facility at their seasonal sportsgrounds, openspace and public facilities, a written proposal should be lodged with Council which includes preliminary design plans, costing and confirmation of the organisations contribution. It should be noted that this information will assist officers in assessing the proposal and in development of a capital works program, however there is no guarantee that the project will be undertaken or funded.

Organisations can apply for funding through agencies such as NSW Sport and Recreation to help contribute to capital works projects at their seasonal sportsgrounds, openspace and public facilities. Organisations wishing to apply for funding for a project involving a seasonal sportsgrounds, openspace and public facilities will be required to approach Council to discuss the project and obtain a letter of support to include in their application.

Council is responsible for ensuring the works and completed capital improvement are compliant with relevant building codes, legislation, policy etc and is safe for public. Council will look more favourably on applications for capital works that have the support of other user groups and/or will benefit more than one organisation or more than one user group.

### **4.3 Building Alterations**

Buildings alterations and capital works are subject to the prior approval of Council (as the owner of the building) and may be subject to a Development Application and Planning Permit.

Organisations wishing to have their Buildings upgraded should apply to Council in writing. All applications should include a proposal outlining:

- Confirmation of organisation contribution/ability to fund
- Detailed plans
- Timing of the proposed works
- Registered contractor to be used
- Schedule of materials
- Letters of support from all other clubs who may be allocated the facility.

No unauthorised and/or illegal building works are permitted including temporary fittings/works. Organisations are responsible for all costs associated with any remedial works required. All building improvements will remain the property of Council and cannot be removed in part or in full without prior approval of Council. Appropriate compensation may be negotiated if organisations re-locate as a result of a Council requirement.

#### **4.4 Storage**

The storage of equipment is the responsibility of the organisation.

#### **4.6 Cleaning**

Organisations are responsible for all litter/waste/mess generated by their activities. Council buildings and grounds must be cleaned and maintained in a state suitable for use by organisations, incumbent organisations and any community groups that use the facilities. It is the responsibility of organisations and other users to leave buildings and grounds in a clean and tidy condition immediately after use. Supply of cleaning equipment is the responsibility of the organisations. Failure to comply may result in Council undertaking the cleaning at cost to the organisation as per Council's *Fees and Charges*. Substantial or repeat offences may result in withdrawal of the facility allocation.

#### **Cleaning of Toilets and Change Rooms**

Cleaning is undertaken by Snowy Valleys Council. Any additional cleaning required as a result of the activities of the user will incur a full cost recovery charge as per Council's *Fees and Charges*.

#### **4.7 Fire Extinguishers**

Council provides fire extinguishers and/or fire blankets within each building where required to comply with Essential Services Regulations. Equipment is serviced regularly to ensure correct operation in the event of an emergency. Missing or damaged equipment found will be replaced at the organisations expense.

#### **4.8 Liquor Licences**

The sale of liquor without a licence is prohibited. Organisations need to contact Liquor Licensing to apply for a licence. The website is [http://www.olgr.nsw.gov.au/contact\\_home.asp](http://www.olgr.nsw.gov.au/contact_home.asp)

Organisations are required to provide a copy of their liquor licence with their application. Council will only support applications that observe the following times and conditions:

- Monday to Friday a starting time of 6:00pm with an 11:00pm closing.
- Saturday and public holidays a starting time of 12:00 noon with a 12:00pm closing.
- Sunday a starting time of 12:00 noon with a 10:00pm closing.
- A junior club will not receive support from Council for a liquor licence.

Council may monitor the observance of liquor licences. The responsible serving of alcohol is to be managed by the organisation.

#### **4.9 Smoking in Council Buildings**

The Tobacco Legislation Amendment Act 2012 was passed by the NSW Parliament on 15 August 2012. The Act amends the Smoke-free Environment Act 2000 to make the following public outdoor places smoke-free areas from 7 January 2013:



1. Within 10 metres of children's play equipment
2. Swimming pool complexes
3. Spectator areas of sports grounds or other recreational areas while organised sporting events are being held
4. Railway platforms, light rail stations and ferry wharves
5. Bus stops, light rail stops and taxi ranks
6. Within 4 metres of a pedestrian access point to a public building

Further information [www.health.nsw.gov.au/tobacco/pages/](http://www.health.nsw.gov.au/tobacco/pages/)

#### **4.10 Food Registration**

If the business, enterprise or activity involves the handling of food intended for sale or the sale of food, you must register as a food business with Council's Environmental Health Department. This is regardless of whether the business, enterprise or activity concerned is of a commercial, charitable or community nature or whether it involves the handling or sale of food on one occasion only. It is important to note that the 'sale' of food does not only involve direct monetary exchange i.e. - it also includes prizes or rewards and give-aways for the purpose of advertisement or in furtherance of trade or business. Clarification should always be sought from Council to determine if registration is necessary.

#### **4.11 Disability Discrimination Act and Equal Opportunity Act**

Organisations must comply with any reasonable request from Council in this regard.

#### **4.12 Open Fires**

Organisations are not permitted to have open fires of any description inside or outside of Buildings.

#### **4.13 Festivals / Events / Non Fixtured Matches**

Organisations wanting to hold festivals or events at their allocated sportsgrounds, openspace or public facilities need to be aware that specific restrictions can apply to insurance cover. This relates to jumping castles and barbecues etc. Standard sports club insurance does not always cover festivals or open days. Contact Council's Risk Management and Assets Officer for further information on festival specific insurance. Organisations are reminded that use of a sports facility is for its dedicated purpose. All other events are not included in the tenancy agreement. This includes any match that is not part of the organisations fixtured competition. All such events and extra matches require written approval. Should Council determine that the function/event is of sufficient size the organisation will be required to complete and abide by Council's Event Application form.

#### **4.14 Facility Audits / Inspections / Access**

Council may access facilities at any time to undertake inspections or repairs. Buildings will be audited and inspected on a periodic basis. Clubs wishing to install security systems must first obtain Council approval and notify Council of the relevant codes.

#### **4.15 Grievance Procedure**

All grievances or complaints must be made in writing, addressed to the General Manager. If a dispute cannot be resolved, then a determination in writing by Council shall apply.

## 5.0 Contact Details, Applications and Forms

### 5.1 Council Contact Details

#### Person

Assets Administration Officer  
Ph: 02 6941 2517

Parks and Properties Officer  
or  
Assets Administration Officer  
Ph: 02 6941 2517

Events/Tourism Support  
  
0269412556

Environmental Health  
  
Ph: 02 6941 2532

Parks and Properties Officer  
  
Ph: 02 6941 2517

#### Responsibilities

Seasonal sports ground applications,  
Bookings, enquiries, keys, linemarking

- Sports ground maintenance and associated facilities and infrastructure maintenance
- Sports facility requirements
- Club development advice
- Advice on potential grant funding opportunities
  
- Festivals
- Open days
- Special events
  
- Food Act registration
- To register and inspect all food premises and ensure premises compliance with their food safety program.
- Inspection of amusement devices
  
- Capital works proposals and proposed Buildings works



## FACILITY TENANCY AGREEMENT APPLICATION

Organisation Name: \_\_\_\_\_

Facility/Sports Ground: \_\_\_\_\_

Allocation: (State Period of Usage) \_\_\_\_\_

We the undersigned, having read and understood the Facility User Agreement and Facility Tenancy Application hereby agree to ensure that all members of the above named organisation will comply with the terms and conditions of the Facility User Agreement.

### **President (or similar):**

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

Signed: \_\_\_\_\_

### **Secretary (or similar):**

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

Signed: \_\_\_\_\_

All organisations / sports ground users must have public liability cover. Organisations must be covered for a minimum of \$20 million against all actions, costs, claims, charges, expenses and damages whatsoever which may be brought or made or claimed against the organisation / sports ground user arising out of or in relation to allocation of the facility. A copy of the certificate of currency must be attached to this application.

### **Facility/Sports ground and building inspection**

I hereby confirm that a ground and building inspection has been undertaken and is in a satisfactory condition for use and that:

(Organisation name) \_\_\_\_\_

Is prepared to enter into an agreement with Council.

Signed: \_\_\_\_\_

Position in Organisation: \_\_\_\_\_ Date: \_\_\_\_\_

## Organisation Contact Details:

Organisation Name \_\_\_\_\_

Organisation Mailing Address \_\_\_\_\_

Please indicate ONE person to be preferred contact for all correspondence between the Organisation and Council by placing a cross next to the person's name. This person must provide an email address for all electronic correspondence:

### President (or similar):

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

### Secretary (or similar):

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

### Treasurer (or similar):

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

### Activity/Competition details – association:

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#### Key holder's name and contacts:

1 \_\_\_\_\_

2 \_\_\_\_\_

3 \_\_\_\_\_

4 \_\_\_\_\_

## Facility/Grounds Usage:

Organisation: \_\_\_\_\_

Facility/ground covered by this agreement:

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Type of activity/sport for which the facility is required:

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**The facility is only to be used for sporting, training and recreational purposes and for no other reasons unless permission is granted by Council.**

### Periods of Usage

Months	Dates of Use	Times of Use
January		
February		
March		
April		
May		
June		
July		
August		
September		
October		
November		
December		

## Assessment of applications for seasonal allocation for sports clubs – Priority Matrix

Criteria	Score	Assessment guide	Guiding principles
Historical use of facilities	10	Home ground of Snowy Valleys based club	<ul style="list-style-type: none"> <li>Council recognises the social and cultural importance of a club's historical connection with a home ground and will give a priority to a home ground application over a non- home ground application.</li> <li>Council will give preference to home based clubs over non-home based clubs.</li> <li>The length of club's past tenure of a sportsground will be considered when assessing an application.</li> </ul>
	5	Snowy Valleys home based club for more than five years	
	3	Snowy Valleys home based club for less than five years	
	1	Non-home Snowy Valleys based clubs for over five years	
Tenancy record	5	Good record	<ul style="list-style-type: none"> <li>Council recognises and supports the importance of clubs having good relationships with Council, cotenants and the local community.</li> <li>Council will take into account the pattern, number and severity of tenancy breaches and upheld complaints over the previous five years when assessing seasonal allocation applications.</li> <li>Council will provide the club with written advice of upheld complaints and tenancy breaches.</li> </ul>
	3	Fair record	
	0	Poor record (Responsible Manager to determine allocation status i.e. restricted or no allocation)	
Financial status	5	No outstanding debt with Council	<ul style="list-style-type: none"> <li>Clubs will not be considered for allocation if they have outstanding debts to Council and do not have a Council approved repayment plan in place.</li> <li>Where Council has provided the club with a loan guarantee, the club must provide evidence that loan repayments are current prior to Council considering their application for allocation</li> </ul>
	3	Outstanding debt with a Council approved repayment plan	
	No allocation	Outstanding debt with Council with no repayment plan	
Division of sports seasons	5	In season application	<ul style="list-style-type: none"> <li>Council recognises that differences can arise when sporting clubs wish to use sportsgrounds outside of the traditional sporting season (i.e. 'in season').</li> <li>Using the State Government's determination for the division of sporting seasons as a basis for Council allocations, Council will allocate according to the traditional sporting seasons.</li> <li>In the absence of an application from an 'in season' club, Council may consider an 'out of season' application where there is sufficient sportsground capacity.</li> </ul>
	3	Out of season application with no in season club contesting allocation	
	No allocation	Out of season application with an in season club contesting allocation	
Governance	5	Mandatory documentation provided	<ul style="list-style-type: none"> <li>Council requires that clubs practice good governance and provide evidence of mandatory documentation. Clubs will not be considered for allocation unless the clubs provide the following:                             <ol style="list-style-type: none"> <li>Evidence the club is an Incorporated Association;</li> <li>Certificate of currency for public liability insurance as stipulated by Council;</li> <li>Financial statements (previous financial year's profit and loss statement and balance sheet) and;</li> <li>Other documentation as stipulated by Council (e.g. food registration, liquor licence).</li> </ol> </li> </ul>
	No allocation	Mandatory documentation not provided	
Hierarchy of sportsgrounds	5	Allocation consistent with sportsground classification	<ul style="list-style-type: none"> <li>Council openspaces are classified as local, district or regional which provide different standards of sports facilities (e.g. pavilions, sportsgrounds, parking etc).</li> <li>Preference will be given to a club's allocation (based on club size or level of competition) where the allocations are consistent with the sportsground's classification.</li> </ul>
	3	Allocation one level above or below sportsground allocation	
	0	Allocation two levels above or below sportsground classification	
Ground capacity	5	Optimal use	<ul style="list-style-type: none"> <li>To maximise opportunities for participation, Council aims to achieve optimal and sustainable use of sportsgrounds (i.e. achieving full capacity of use while preserving satisfactory sportsground conditions).</li> <li>Council will evaluate a club's capacity to achieve optimal and sustainable sportsground use by</li> </ul>
	3	Minor over use or under use	
	1	Moderate over use or under Use	

	0	High over use or under use	<p>assessing the application against what Council determines to be capacity usage of the sportsground.</p> <p><i>Note: Council will 'cap' use of sportsgrounds by allocated users where appropriate.</i></p>
Capital works investment	10	Capital investment over \$50,001	<ul style="list-style-type: none"> <li>• Council recognises the positive community benefits when sporting facilities have been developed, renewed or upgraded.</li> <li>• Council acknowledges the significance of a club choosing to invest monies into community/Council infrastructure.</li> <li>• Priority of allocation will be given to clubs that have made significant financial contributions to Council sporting facilities at the allocated sportsground within the past five years.</li> </ul>
	6	Capital investment between \$30,001 and \$50,000	
	2	Capital investment between \$10,001 and \$30,000	
	1	Capital investment under \$10,000	
Under-represented target group participation	5	3 or more target group teams	<ul style="list-style-type: none"> <li>• Council recognises the social and physical wellbeing benefits that come from participating in community sport. Council encourages clubs to provide welcoming and supportive environments for all people.</li> <li>• Preference will be given to clubs that demonstrate providing participation opportunities for under-represented target groups (e.g. females, people with disabilities, older adults)</li> </ul>
	3	2 target group teams	
	1	1 target group teams	
	0	0 target group teams	