



City of
STONNINGTON

TERMS AND CONDITIONS OF USE

SEASONAL USE OF SPORTSGROUNDS & PAVILIONS



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INTRODUCTION

These conditions of use ("Conditions"), a copy of which will be supplied to the user at the time the usage is agreed to, apply to all sportsgrounds and pavilions owned and controlled by the City of Stonnington, including associated areas such as adjoining open space and car parks, which are used for sporting and recreation purposes.

These conditions are reviewed every season and relate to the current seasonal Sportsground/Pavilion Application Form.

APPLICATION FOR THE USE OF SPORTSGROUNDS AND PAVILIONS

Applications for the use of sportsgrounds and pavilions must be submitted on the prescribed forms obtainable from the Sport & Recreation Officer, Recreation Services. Application forms must be lodged by the due date and late applications will not be considered. The application form must be fully completed and all requested information included prior to it being considered and decided on by the Council.

PARTIES BOUND

The parties bound by these Conditions are:

The City of Stonnington (Council)

and

The organisation (Club) actually using the facility at any time together with individual members of that organisation (Club).

COMMENCEMENT OF AUTHORISATION

Use of a sportsground or pavilion is not deemed to be authorised by Council until the Club has:

- a) submitted a copy of their previous season's Annual Report, financial statement and membership information including:
 - i. names and contact details of Club Office Bearers;
 - ii. numbers of teams to be fielded;
 - iii. number of Club members; and
 - iv. postcodes, gender, age and competition level of all registered players.
- b) submitted a copy of their Public Liability Policy of Insurance;
- c) submitted a copy of their Certificate of Incorporation;
- d) forwarded a copy of team competition fixtures;
- e) forwarded a copy of the permit or licence to sell or consume liquor;
- f) forwarded a copy of the permit to sell and prepare food;
- g) forwarded a copy of the Clubs Risk Management Plan which includes a Heat Policy;
- h) forwarded a copy of their Code of Conduct;
- i) forwarded a copy of their training schedule;
- j) returned all keys issued in any previous season;
- k) paid all charges levied by the Council, including fees associated with the forthcoming season;
- l) paid a key bond;
- m) made good any damage or paid all costs related to any damage in a previous season;

COMMUNICATION

Good communication is essential to the smooth running of sport and recreation facilities.

The Club is required to take the following steps to ensure effective communication with Council:

- Any **general maintenance** requests should be emailed to recreationervices@stonnington.vic.gov.au within 24 hours of the incident.
- Emergency maintenance requests **during office hours** should be directed to the Sport & Recreation Officer on 8290 1112 or emailed to recreationervices@stonnington.vic.gov.au.
- Emergency maintenance requests **after hours** should be directed to the After Hours Number on 8290 1333.

- Matters relating to sports ground allocation including additional usage and club functions should be directed to recreationsservices@stonnington.vic.gov.au.
- All other requests for upgrades or major works should be in writing and addressed to the Recreation Services Coordinator.
- The Club is required to provide up to date details of one contact person who is responsible for dealing with the Sport & Recreation Officer on a day to day basis. To ensure effective communication and to eliminate inefficiencies and repetition it is preferable for Council Officers to deal with one designated club contact.
- All emails forwarded to recreationsservices@stonnington.vic.gov.au will receive a response within five (5) working days.
- All emails forwarded to the Sport & Recreation Officer that are not of an emergency nature will receive a response within five (5) working days.
- Correspondence forwarded to other Council Officers will receive a response within ten (10) working days.

PURPOSE OF/ LIMITATIONS ON USE

The use authorised by these Conditions does not create any tenancy or property rights and is not exclusive. The right of the Club is to utilise the sportsground and pavilion at the times stipulated and in accordance with these Conditions.

The right of use is not exclusive. Council retains the right to hire on a casual basis all reserves and pavilions which are not allocated to the Club at specified times or on a seasonal basis.

Council does not warrant that the sportsground and/or pavilion and training lights (where provided) are suitable for any or particular purpose and the Club shall make its own judgement as to suitability prior to, on each occasion, using the facility.

Authorised use by the Club of the whole or any part of the sportsground and/or pavilion is limited to:

- (a) conducting fixtured games as indicated on the application approval;
- (b) conducting training sessions after 4.00pm as indicated on the application approval for fixtured games and excludes training sessions relating to finals;
- (c) social room use on training evenings, during home matches on allocated days and times only;
- (d) conducting the Annual General Meeting on a date to be negotiated with Council not less than two months prior to the proposed date; and
- (e) conducting one social event - such as a presentation night - on a date to be negotiated with Council not less than two months prior to the proposed event.

All other activities including pre season training, Club events, social functions, private functions, training for finals and finals are not included within this authorisation and must be the subject of a separate application by the Club/Association/League and approved by Council.

CONTINUATION OF AUTHORISATION

Continuation of Council's authorisation to use the sportsgrounds and pavilions is conditional upon the Club observing all reasonable requirements of Council (whether contained in these Conditions or otherwise) including, but not limited to ensuring compliance with the Sections contained within this document.

1 ADDITIONAL CLUB EVENTS, FUNCTIONS AND ACTIVITIES

The Club shall ensure that if they intend to host a special event, function or activity at the sportsground and/or pavilion that requires additional infrastructure (eg. marquees, jumping castles) and will attract large attendances, an Event Permit is obtained from Council's Events Department. Event Application Forms are available on Council's website at <http://www.stonnington.vic.gov.au/Business/Permits-and-Regulations/Community-Events-Permits>.

For further information on events in Stonnington please contact Council's Service Centre on 8290 1333.

2 ALLOCATIONS AND USE OF SPORTSGROUNDS AND PAVILIONS

All sportsground and pavilion allocations are made on a seasonal basis in accordance with the following:

Winter season: 1 April to 2nd Sunday in September or end of fixtured season.

Summer season: 1 October to 2nd Sunday in March or end of fixtured season.

All activities pertaining to the club must be undertaken within the relevant fixtured season. Fixtured games refer to competition games scheduled prior to the season by the relevant Association/League.

The Club shall ensure the allocated sports ground(s) and pavilion(s) are only used during the days and times specified by Council in the seasonal allocation.

The Club shall ensure that the sports ground(s) and pavilion(s) are only used for the purposes for which the allocation was granted.

The Club shall ensure that change rooms located in pavilions are only used for changing before and after training and on scheduled match days. Social gatherings may be held at the close of scheduled matches.

If the Club requires the use of the sportsground and pavilion outside its allocated days and times or requires the use of an alternative sportsground and pavilion, the Club must complete a 'Casual Booking Application' and receive written notification from Council prior to the use of any facility.

The Club shall not negotiate or approve the use of all or part of the facilities with any other users.

3 ALLOCATIONS PROCESS

Applications for the use of Council-managed facilities are assessed in accordance with the following criteria, which were adopted by Council as part of the Sports grounds and Pavilion Allocation and Charging Policy and also relate to indoor sports facilities:

- (a) Degree to which the club/organisation supports junior, female and veterans sport;
- (b) Alignment of club/organisation's objectives to Council's objectives;
- (c) Opportunities for spectators;
- (d) Degree to which the occupant has contributed to capital development;
- (e) Percentage of Stonnington residents within club/organisation membership;
- (f) Level of competition to be played;
- (g) Past, present and future financial viability;
- (h) Historical use of facilities within the City of Stonnington;
- (i) Club/organisation's ability to optimise usage of facilities: and
- (j) Record of tenancy.

All requests will be subject to the above criteria before final confirmation of allocations is provided.

4 BBQS AND GAS BOTTLES

The Club shall ensure that under no circumstances are gas bottles to be left connected to BBQs when not in use. All gas bottles are to be stored in a ventilated room, preferably in a caged area and out of reach from children and the general public.

5 BREACH OF CONDITIONS

Upon breach of any Condition contained within this document or any other matter reasonably required for the safe and harmonious use of the facilities is observed, Council's authorisation for the Club to use the sportsground and pavilion is deemed to have been withdrawn unless Council indicates otherwise in writing.

The withdrawal of Council's authorisation shall not limit the operation of any policy of insurance or reduce any existing liability of the Club whether or not known to the Club or Council at the time. Nothing shall operate to reduce the Club's liability in any way until such time as the Club vacates the facility.

6 BREACHES OF SECURITY

The Club shall ensure that any breach to the security of the pavilion is reported to the Sport & Recreation Officer during office hours on 8290 1112. Breaches of security after hours that require works to secure the building should be reported to Council's after hours number on 8290 1333.

7 CARPET FLOOR COVERINGS

The club shall be responsible for the installation and replacement of carpet floor coverings and the costs associated with the works.

The replacement of the carpet is the responsibility of the Club when it has reached the end of its life or can no longer be kept in a clean state due to wear and tear.

If the carpet is deemed to be unsafe due to a hazard or risk and/or can no longer be kept clean, Council reserves the right to request that the Club remove the carpet at their own expense.

In the event the Club fails to remove the carpet then Council will undertake the works and charge the Club the costs associated with the removal.

8 CASUAL HIRE USERS

The right of use is not exclusive. Council retains the right to hire the sportsground and pavilion on a casual basis. The club will not be permitted to interfere with this right.

All casual bookings must be made through Council's Recreation Services.

The Club must ensure that the pavilion and sportsground is maintained in a clean and tidy manner for casual users.

Prior to a casual booking, the facilities will be inspected. If the facility is not found in a satisfactory condition, Council will undertake the necessary works and charge the Club accordingly.

9 CLEANING AND MAINTENANCE

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:

- (a) all internal and external walls kept free of mud;
- (b) 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;
- (c) all floors are to be swept or vacuumed as appropriate and kept free of mud, dust and litter;
- (d) all kitchen benches are to be wiped clean and kept free of dust and litter;

- (e) all equipment and kitchen utensils are to be stored in cupboards when not in use;
- (f) pavilion rubbish bins are to be emptied on a regular basis; and
- (g) all rubbish is to be removed from the sportsground and surrounding areas after games and training.

In circumstances where more than one (1) 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.

10 HARD RUBBISH

The City of Stonnington offers two scheduled hard rubbish collections per year, one in Autumn and one in Spring. During each five week collection period, Stonnington sports clubs are provided with an opportunity to dispose of sports related hard rubbish in accordance with the guidelines stipulated on council's website:

<http://www.stonnington.vic.gov.au/Live/Waste/Hard-waste-Collection-Service>

One collection per pavilion, per collection period will be granted. Clubs will be notified via email prior to the commencement of each hard rubbish collection period and will be required to contact council's Sport & Recreation Officer on 8290 1112 to book a hard rubbish collection date.

11 CLUB SPORTSGROUND INSPECTION CHECKLIST

The Club shall ensure that inspections of playing surfaces are completed before any sporting activity is conducted to ensure that the sportsground surfaces are deemed safe for playing.

The Club shall ensure that these inspections are documented on Council's endorsed 'Club Sportsground Inspection Checklist' or their Association's 'Ground Inspection Report' and a copy submitted to Council on the following working day if any issues arise during the inspections.

The club shall ensure that any issues identified on the day will need to be raised with the relevant association/league and Council.

12 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 well being 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.

The Club shall provide Council with a copy of their 'Code of Conduct'.

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

13 CONTENTS INSURANCE

The Club is responsible for obtaining its own contents insurance for any equipment fixtures, fitting or assets not owned by the Council.

14 DAMAGE TO PROPERTY

The Club shall be responsible for any damage caused wilfully or accidentally to Council property resulting from the actions of members of the Club, visiting Clubs and/or supporters. The Club shall be responsible for all costs associated with the repairs.

The Club shall ensure any damage to the facilities is reported immediately and must supply details of how the damage was caused to determine responsibility for costs associated with repairs. In the event of any dispute as to the timing or cause of damage between users, Council will make a final and binding decision.

Repair work required as a result of damage caused by an approved casual hirer will be the responsibility of Council.

Damages not caused by the Club must be reported immediately in accordance with the Communication clause outlined on pages 4-5.

15 DISORDERLY BEHAVIOUR

The Club shall ensure that no offensive behaviour of any sort takes place and that no nuisance whether from noise, vehicles, behaviour, escaping balls, language or any other cause is occasioned to members of the public or neighbouring residents.

The Club shall ensure that members, and the members from the visiting Clubs, do not create or be involved in any activity causing a nuisance of disturbance to members of the public and neighbouring residents.

16 END OF SEASON PAVILION INSPECTIONS

Prior to the conclusion of each season, a pavilion inspection will be undertaken.

A letter will be forwarded to the Club, outlining inspection procedures including Club requirements and scheduled inspection dates.

The inspections will assess damage, cleanliness and general wear and tear. A nominated Club representative may be present at the inspection.

The Club must ensure that prior to the scheduled inspection date the pavilion has been thoroughly cleaned, carpets steam cleaned and equipment and furniture removed.

If any rectification or repairs are required as a direct result of the Club causing damage to the building, fittings and fixtures, Council will undertake the necessary works and charge the Club accordingly.

In the event that the pavilion is presented in a manner deemed unsatisfactory on the inspection date, Council reserves its right to remove all Club equipment and furniture, clean the facility and steam clean the carpets at the Club's expense. All costs associated with storage, cleaning and administration will be forwarded to the Club.

If the Club is unable to present the pavilion in accordance with the requirements outlined in this clause by the inspection date, the Club must notify the Sport & Recreation Officer on 8290 1112 prior to the date of the inspection to arrange an alternative date. Clubs that fail to notify Council that the pavilion is not prepared for the end of season pavilion inspection will pay for costs associated with any storage, cleaning and administration incurred by Council.

Incoming Clubs are not to take up their occupancy of pavilions prior to the completion of "end of season pavilion inspections".

17 ENTRY FEES

The Club is not permitted to charge gate entry fees to spectators or the general public.

18 ERECTION OF A TEMPORARY STRUCTURE OR FIXTURE

Clubs are permitted to erect temporary structures during their sportsground allocations however;

- There is a limit to a maximum of 2x 3mx3m marquees or 1x 6mx3m marquee. Any additional infrastructure and temporary structures will require an event permit;
- The temporary structure is only permitted around the perimeter of the sportsground. No temporary structures are permitted on the sportsground itself (this requires an event permit);

- All marquees must be weighted down with sand, water or concrete bags. Tent pegs are not to be driven into the ground at any time. Any Club that is found to be using pegs will be charged for damages to the ground and any underground infrastructure affected.

When using temporary structures, the Club must ensure they comply with Australian standards and give consideration to minimising trip hazards from ropes. Contingency plans should be in place in case of extreme weather and the maximum occupancy of the structure should be adhered to at all times.

19 FACILITY MODIFICATIONS

The Club shall ensure that no modifications or additions to the sportsground or pavilion are undertaken without written authorisation of Council.

20 FINALS

Clubs are permitted to use the sportsground and pavilion until the completion of the Club's fixtured games. Therefore, training for finals is not included in the seasonal allocation and Clubs participating in finals must notify Council prior to the end of the home and away season. It is the responsibility of the Association/League to ensure that facilities are booked for finals, through Council's Sport & Recreation Officer on 8290 1112.

Payment for the use of sportsgrounds during finals is the responsibility of the Association/League. Notification of finals on sportsgrounds must be provided to Council at least 3 – 4 weeks prior to use. Council will only permit Stonnington based Clubs use of sportsgrounds for finals.

21 FIRST AID KITS

The Club shall provide and maintain a First Aid Kit(s) and equipment for use at the sports ground and pavilion in accordance with the requirements specified by their affiliated Association/League.

22 FOOD REGISTRATION

The Club shall ensure that no food is sold, prepared or cooked without the appropriate licences or permits.

The Club shall ensure that a Food Safety Program is implemented during the preparation and sale of food. A suitably qualified Food and Safety supervisor must be nominated on behalf of the club.

A copy of the Food Permit should be submitted to Council prior to the commencement of the season.

23 GAMES OF CHANCE

The Club shall ensure that no games of chance are played, raffles conducted, tickets sold, or any other activity is conducted at the premises without obtaining all appropriate permits, licences or approvals.

24 GOOD SPORTS ACCREDITATION

The Good Sports Accreditation program is a national initiative of the Alcohol and Drug Foundation (ADF) that has been developed to help sporting clubs enhance their role as leaders in the community. The ADF is working with both community-based and elite sports clubs to promote the responsible management of alcohol in order to:

- Reduce alcohol and other drug problems;
- Increase the visibility of sporting clubs; and
- Improve the range and quality of sporting options available within the community.

Council recommends that each club be involved in the Good Sports Program. Please contact the ADF on 1300 883 817 or www.goodsports.com.au for more information.

25 INDEMNIFICATION OF COUNCIL

The Club agrees to indemnify and keep indemnified, and to hold harmless the Council, its servants and agents, and each of them from and against all actions, costs, claims, charges, expenses, penalties, demands and damages whatsoever which may be brought or made or claimed against them, or any of them arising from the Club's performance or purported performance or its obligations under this agreement that may be directly related to the negligent acts, errors or

omissions of the Club. The Club's liability to indemnify the Council shall be reduced proportionally to the extent that any act or omission of the Council, its servants or agents, contributed to the loss in liability.

26 KEYS

26.1 External / Internal Locks and Padlocks

The Club shall ensure that no external or internal lock/barrel or padlock is replaced. All padlocks installed on doors providing access to various parts of the pavilion must be Council issued padlocks. Padlocks installed by the Club that prevent access throughout the building will be removed and disposed of by Council. This does not include locks and padlocks placed on cupboards and fridges.

In the event that the Club removes, changes and/or replaces Council locks with their own, the locks will be removed and all costs associated with the reinstatement works will be forwarded to the Club.

26.2 Receipt of Pavilion Keys

The Club will be issued with a maximum of three (3) sets of pavilion keys during the first week of each season. Requests for additional keys must be made in writing to the Sport & Recreation Officer.

Keys will only be issued after the Club has:

- returned all keys issued in previous seasons;
- fully completed and submitted a "Seasonal Sportsground and Pavilion Allocation Application Form";
- paid all charges levied by the Council in any previous season;
- made good any damage or paid all costs related to any damage in a previous season;
- paid a Key Bond;
- submitted a copy of the Club's Key Request;
- submitted a copy of the Club's Public Liability Policy of Insurance;
- submitted a copy of the Club's licence to sell or consume liquor
- submitted a copy of the Club's Food Registration
- submitted a copy of the Club's Code of Conduct
- submitted a copy of the Club's Risk Management Plan which includes the Club's Heat Policy; and
- submitted a copy of the Club's most recent Annual Report.

The Club is required to collect keys from the Stonnington City Centre (311 Glenferrie Rd, Malvern), sign Council's Key Register and pay the Key Bond.

The Club shall ensure that keys supplied to the Club are not copied.

26.3 Key Register

The Club is required to maintain a Key Register that provides up to date details of all key holders. A copy of the Club's Key Register must be provided to Council if and when requested.

26.4 Refundable Key Bond

The Club will be required to pay a refundable key bond in accordance with the Key Bond Fee Structure outlined below:

Number of Keys Allocated to the Club	Key Bond
1	\$205
2-5	\$600
6-10	\$800
11-15	\$1000
16-20	\$1200
20+	\$1500

Key Bonds will be returned to the Club as soon as practical after all keys have been returned, the Key Release and Return Form has been signed and all fees associated with the current season have been paid.

Failure to return all the keys issued to the Club throughout the season will result in a loss of the key bond.

26.5 Replacement of Lost Keys

Lost or stolen keys will be replaced by Council and a fee of \$100.00 per regular key and/or \$150 per electronic key, will be charged plus additional charges for the replacement of locks/barrels, where appropriate.

The Club shall ensure that keys are not loaned to another Club, organisation, school or person. Non-compliance will result in withdrawal of sportsground and pavilion usage.

26.6 Return of Keys

The Club will ensure the return of all keys in accordance with written notification from Council. On return of keys the Club is required to sign each key off in the 'Key Register'. In the event that the Club is unable to return all keys issued then the Club shall pay for costs associated with the replacement of the keys and locks.

27 LAW

The Club ensures all laws, including local laws of Council and water restrictions are observed.

28 LEGAL STATUS

The Club shall remain incorporated at all times. A copy of the Club's Certificate of Incorporation must be provided prior to the commencement of the season.

29 LINE MARKING

The line marking of boundaries and playing fields is the responsibility of the Club.

The Club shall ensure that no damage is caused to the ground surface, grass cover or playing field as a result of its line marking practices. Clubs will be responsible for all costs associated with the reinstatement of any damage caused to the ground surface, grass cover, playing field or any third party injuries caused by line marking with materials and/or methods not approved by Council.

Council has approved the use of all Calcium Carbonate Products ('Limestone') for this purpose. Clubs are NOT permitted to use 'Limil', otherwise known as 'Hydrated Lime', 'Slaked Lime' or 'Builders Lime' due to potential health risks associated with this product. In the event that the Club wishes to utilise an alternate material, the Club must obtain written authorisation from Council.

30 LIQUOR LICENCE AND CONSUMPTION

The Club shall ensure that no liquor is sold or consumed without all appropriate licences or permits.

Council offers no objection to the Club making an application to the Victorian Commission for Gambling and Liquor Regulation for a liquor licence subject to:

- (a) an application being for a maximum period of six months;
- (b) consumption occurring within the parameters of the clubs sports pavilion boundaries; and
- (c) the consumption of alcohol being limited to the following span of hours within the Club's permitted use:

Monday to Thursday	5.30pm – 10.00pm
Friday	5.00pm – 11.00pm
Saturday	1.00pm – 11.00pm
Sunday	12noon – 8.00pm

The Club shall be responsible for all costs associated with any pavilion works undertaken to ensure the building complies with the requirements of the Victorian Commission for Gambling and Liquor Regulation (VCGLR). Prior to undertaking such works the Club must obtain written consent from Council.

The Club shall ensure that activities at the pavilion during the period when the liquor permit is current do not disturb the peace of the neighbourhood.

The Club shall ensure that a copy of any licences and permits held by Club to sell or consume liquor is forwarded to Council with the Club's "Seasonal Sportsground and Pavilion Application Form".

The Club shall adhere to their governing Association's regulations and guidelines regarding the sale and consumption of alcohol on match days.

31 MAINTENANCE

The Club shall immediately report maintenance issues in relation to sportsground and pavilion in accordance with the Communication clause outlined on page 5.

32 NOISE LEVELS

The Club shall ensure that noise levels are kept in accordance with all laws, including local laws of Council. The Club must not use amplification equipment without the consent of Council.

33 NOTIFICATION OF ANY CHANGES

The Club shall ensure that Council is notified immediately of any changes to usage and/or allocated times, including changes to the number of teams playing on the sportsground and fixtured games.

Clubs participating in finals must notify Council prior to the last fixtured game. Clubs that fail to notify Council of changes to fixtured games and participation in finals will not be guaranteed use of facilities.

34 PARKING/VEHICLES IN PARKS

The Club shall ensure that members, supporters and visitors comply with or are aware of parking restrictions. The Club shall ensure that no vehicles, other than emergency or maintenance vehicles, are parked in or have access to the park. Parking is only permitted in the areas specifically marked and designated as public parking.

All road rules, parking regulations and Local Laws must be observed. It is the responsibility of the Club to ensure that their drivers arrive and leave in an appropriate manner.

The Club shall ensure that cars do not park on private property without the consent of the owner or block residents' driveways.

35 PAVILION HOURS

The Club shall ensure that Club activities are conducted in the pavilion in accordance with the following span of hours within the Club's allocated use:

Monday to Thursday	4.30pm - 10.00pm
Friday	4.30pm - 11.00pm
Saturday	8.00am - 11.00pm
Sunday	8.00am - 10.00pm

The Club shall ensure that all activities cease by these set times and all patrons and visitors must vacate the facilities within one hour.

36 PAYMENT OF ACCOUNTS

Seasonal sports ground fees and charges and turf wicket maintenance fees and charges (where applicable) are fixed by Council.

Clubs will be notified of the full hire fee at the beginning of the season and then invoiced in three instalments as follows:

Summer / Winter

- September / March – 30%
- December / June – 30%
- February / August – 40%

Clubs will have 30 days to pay each invoice. The first invoice of 30% needs to be paid before Council will provide access to sports grounds, turf wickets and pavilions.

37 PORTABLE SOCCER GOAL POSTS

Clubs must comply with the Australian Standards for Portable Soccer Goalposts (PSG), outlined in the Standards Australia Handbook (HB 227-2003: Portable Soccer Goalposts – Manufacture, use and storage).

Council reserves the right to remove, at the cost of the club, any PSG that Council believes is not compliant with the appropriate standards and requirements contained in the 'Conditions of Use'.

For full details about the standard or to obtain a copy of the handbook contact Standards Australia on 1800 035 822 or visit www.standards.com.au.

38 PRESEASON PRACTICE MATCHES

Pre-season matches will not be permitted until at least two weeks before the beginning of the fixtured season. Clubs may be permitted to play one pre-season match on or after this date, subject to the availability of grounds.

Only one pre-season match will be permitted per sportsground.

39 PRESEASON TRAINING

39.1 Pre-season Training General Conditions

Pre-season training does not constitute part of the standard sportsground allocation. All pre-season training and practice games are viewed as games booked under conditions of casual hire and fees will apply according to the casual use hire fees.

Council will endeavour to provide access to pre-season training facilities for winter and summer Clubs. However, no Club will be guaranteed access to pre-season training facilities. Generally, pavilions will not be available for pre-season training.

Applications for pre-season training should be forwarded to Council in writing and directed to the Sport & Recreation Officer in accordance with the prescribed timelines. Applications received within the prescribed timelines will be given priority. Use of sportsgrounds for pre-season training may commence from the following dates:

Winter: First week of February each year

Summer: First week of September each year

Sports Clubs may be allocated up to two training sessions per week and Clubs will decide which teams will train at their own discretion. No more than three teams can train at one time.

All junior training sessions must take place between 4.00pm – 6.00pm and all senior training sessions take place between 6.00pm – 8.00pm (light permitting). A maximum of three teams will be able to use each permitted sportsground for training in the allocation session.

During pre-season training, players can only wear footwear without stops and cleats to reduce wear and tear on playing surfaces.

Local Laws Officers will conduct random checks on the sportsgrounds to ensure adherence to the allocated pre-season training schedule. Clubs found to be in breach of the pre-season training allocation could have their entire sports season allocation withdrawn, or other restrictions imposed.

39.2 Pre-season Allocation Process

The allocation of sportsgrounds for pre-season training is subject to the following conditions:

- (a) Sportsgrounds will be assessed to determine their capacity to sustain pre-season training. Only sportsgrounds assessed with the capacity to sustain pre-season training will be considered.
- (b) Clubs requesting pre-season training will be allocated their home ground where possible. Where the home ground is assessed as not having the capacity to sustain pre-season training and, if an alternative sportsground is available, then that ground will be allocated.
- (c) Given the limited number of sportsgrounds available and the need to share existing resources, Council will endeavour to provide all Clubs with equal access to the sportsgrounds, regardless of code or level of competition.
- (d) Clubs requesting pre-season training will be provided with access to pavilions after the incumbent Clubs have finished their competition and finals, unless otherwise negotiated by Council. Use of grounds for finals matches and training will take precedence over requests for pre-season use of grounds.
- (e) Where demand for casual use of a sportsground is such that the impact poses risks and or conflict of use, allocations for pre-season training will not be made. In this instance, the pre-season training Club will be allocated, if possible, an alternative sportsground.

40 PUBLIC ACCESS

The Club shall not deny free access to the public wanting to walk through the park or utilise the sports ground during non-allocated times.

41 PUBLIC LIABILITY INSURANCE

The Club shall at all times, during the period of this agreement, be the holder of a current Public Liability Policy of Insurance ("The Public Liability Policy") in respect of the activities specified herein in the name of the Club, providing coverage for a minimum sum of ten million dollars (\$10,000,000.00). The Public Liability Policy must be affected with an insurer approved by the Council.

The Public Liability Policy must cover such risks and be subject only to such conditions and exclusions as are approved by the Council and shall extend to cover the Council in respect to claims for personal injury or property damage arising out of the negligence of the Club.

42 RISK MANAGEMENT PLAN

Council requires that each Club has a 'Risk Management Plan' and appropriate risk management practices in place. A copy of the Club's Risk Management Plan must be provided to Council prior to the commencement of the season.

43 RISK MANAGEMENT SIGNAGE

Council provides a number of Clubs with signage and site map locations notifying casual park users of the sporting activity in progress.

- 'Sporting activity now in progress. For your safety beware of stray balls'

- 'Authorised sporting activity now in progress. In accordance with the Domestic Animals Act 1994, dogs are prohibited from exercising off-lead during sporting allocated periods'

Clubs must ensure that the above signage is displayed in accordance with their site map locations during training and games. In the event that your Club is not clear on locations please contact the Sport & Recreation Officer on 8290 1112.

44 REQUESTS FOR SPORTSGROUND AND PAVILION IMPROVEMENTS

Clubs wishing to upgrade, extend or modify pavilions and sportsgrounds will be required to make a formal written application to Council. All submissions will be assessed on merit and be rated against other categories of capital works undertaken by Council.

45 RESIDENTS PRIVACY

The Club shall ensure that club members, players and spectators respect the local residents' right to privacy and ensure that residents' property is not damaged, altered or trespassed upon. Residential property includes but is not limited to buildings, vehicles, gardens and fences.

46 SECURITY

The Club shall ensure that all buildings are securely locked when not in use. The Club will be responsible for costs associated with the Club's failure to secure the buildings whilst not in use.

Council shall not supply nor monitor alarm systems in pavilions.

47 SELLING OF GOODS

The Club shall ensure that no merchandising, exchange, or bartering of any sort is conducted without the written consent of Council other than the running of a kiosk and the non commercial exchange or sale of second hand sports equipment or uniforms.

48 SIGNAGE

The Club shall ensure compliance with all rules and regulations of Council relating to the display of advertising signs on Council sports grounds and reserves, including but not limited to registration days, home ground and next game signs.

In accordance with the Stonnington General Local Law (No. 1) 2014, Advertisements 703, no advertising signage is permitted on Council land without a permit. Permits are only available for events, the interpretation and intent of which is a community fundraising, exhibition, fair etc that takes place on a specific date. Permits are not issued for signs that advertise the home ground of sporting clubs or the next game or games in their season.

To apply for a temporary advertising board, further information including an application form can be found on Councils website - <http://www.stonnington.vic.gov.au/Council/Local-Laws/Advertising-Boards-on-Council-Open-Space>

Councils Planning Scheme prohibits the display of advertising signage on land defined as Public Park & Recreation Zone, this covers all of Council Sports grounds and pavilions.

49 SMOKE FREE

The Club shall ensure that no smoking is permitted in the pavilion. In accordance with the *The Tobacco Amendment Act 2013*, smoking is prohibited at or within 10 metres of pavilions and outdoor sporting facilities during organised underage sporting activities.

50 STORAGE

Council will endeavour to provide reasonable storage facilities for Clubs. However, no Club will be guaranteed exclusive access to storage nor does Council warrant that the storage provided will meet the needs of the Club.

Storage of equipment outside of the Club's allocated season is not provided by Council. Where facilities have scope for out of season storage, an agreement in writing must exist between all tenant Clubs, a copy of which must be forwarded to Council.

51 SUBLETTING

The Club shall ensure that the sportsground and/or pavilion is not sub-let or any tenancy transferred or assigned.

52 SUNSMART POLICY

The Club shall encourage Sun Smart behaviour. The Club shall consider the implementation of the following strategies.

- developing sun protective uniforms or encouraging the use of personal 'sun smart' sports clothing and hats;
- encouraging the use of sunscreen at all times;
- role modelling of sun protective behaviour by officials and staff;
- provision of portable and permanent shade; and
- careful scheduling of sport events to avoid the peak ultraviolet radiation or 'UV' period.

For more information on the development of Sun Smart policies visit www.sunsmart.com.au and click on Sports & Outdoor Events.

The Club shall ensure there is a heat policy in place to refer to in the event of extreme weather. The club should be aware of weather conditions and have strategies in place to respond to any issues whilst undertaking training and competition.

For more information on the development of a heat policy visit www.health.vic.gov.au/environment/heatwaves.htm

53 TERMINATION OF USE

Upon cessation or termination of authorisation under the terms of these Conditions, the Club shall remove all property of the Club, return all keys, settle all outstanding claims by Council for fees or reimbursements for damage or otherwise and cease to use the sportsground and pavilion.

54 TEST AND TAG – ELECTRICAL EQUIPMENT

Testing and Tagging is a way of ensuring all electrical equipment located within a pavilion is safe and does not pose a risk to users. The process covers a wide range of electrical appliances, including, but not limited to;

Computers, printers, monitors, photocopiers, fax machines, power tools, desk lamps, battery chargers, vacuum cleaners, floor polishers, extension leads, power boards, TVs, radios, some air conditioners, fridges, portable flood lights, blow heaters, jugs, toasters, hand dryers, hair dryers, washing machines, transmitters, modems and CD players.

Council will manage the testing and tagging of all electrical equipment contained within each pavilion on an annual basis. If electrical equipment owned by the club(s) is found to be non-compliant, Council will provide written notification listing the items that are non-compliant and the club(s) will be required to replace or repair the affected electrical equipment within a period of seven (7) days. If this is not completed, Council will remove and dispose of the items that are affected.

55 TRAINING LIGHTS

The Club shall ensure that the use of training lights is strictly limited to allocated training nights and times. The Club shall ensure that the training lights are used solely for the purposes of training activities and turned off immediately after training.

56 TURF WICKETS

Council staff will prepare the wicket, mark the batting creases and place the covers over the pitch at close of business on Friday afternoons, the clubs thereafter are responsible for the removal of the covers and replacement of the covers on Saturday evening, where there are Sunday matches.

Parks staff will determine the number of practice wickets to be prepared each week based upon the condition and size of the practice table.

57 WASTE AND RECYCLING

The Club shall ensure that garbage and recycling bins are not used for the disposal of hot ashes, medical waste, liquids, dangerous or hazardous materials.

Recycling bins are to be used only for the disposal of recyclable material. Non recyclable material, green waste and garbage must not be placed in recycling bins.

Garbage and recycling bins are to be placed on the kerb or, where no kerbing exists, as close to the edge of the graded road shoulder as possible on collection days. Garbage and recycling bins are to be removed from the collection point promptly after emptying.

The Club shall ensure that garbage and recycling bins are cleaned regularly. For further information on Waste and/or Recycling please visit Council's Website at www.stonnington.vic.gov.au or contact Council's Waste Management Co-ordinator on 8290 2012.

58 WITHDRAWAL OF SPORTSGROUNDS AND PAVILIONS

Council's General Manager - Community and Culture holds the authority to withdraw the use of any sportsground and/or pavilion and to restrict training activities and the total number of teams using the ground for the following reasons:

- (a) Sportsground playing surface has been adversely affected by the drought and requires preservation and maintenance to secure future use and to minimise user risk;
- (b) Sportsground is unplayable due to inclement weather;
- (c) Sportsground is unsafe for match play;
- (d) Sportsground is required to undertake surface repairs and/or redevelopment works;
- (e) Sportsground and pavilion is required for a Council approved community event (ie "Carols by Candlelight");
- (f) Pavilion is required to undertake major capital works; or
- (g) Breach of the "Conditions of Use".

Council has no obligation to provide the Club with an alternative sporting venue due to the withdrawal of the Club's sportsground and/or pavilion. Council will not consider any claim made against the Council due to the withdrawal of sportsgrounds and pavilions during the Club's season.

59 WORKING WITH CHILDRENS CHECK

The Club shall ensure that all persons who have direct and unsupervised contact with persons under the age of 18 have completed and been approved a Working with Children Check (WWCC).

Forms can be collected and submitted at any post office. For information on WWCC please Contact the Department of Justice and Regulation on 1300 652 879 or visit the website at workingwithchildren.vic.gov.au

60 UTILITIES

The payment of all utility and service charges (i.e. electricity, gas, sewerage and water) will be paid by Council and recouped from the Club unless otherwise agreed. Sportsgrounds and pavilion shared by a number of seasonal users will have the utility charges apportioned between Clubs.

Utility charges reflect the previous season in which the Club occupied pavilions and for the period it is allocated keys, so that inconsistencies associated with estimated meter reads can be addressed.

All accounts are to be paid within 30 days of billing. Clubs that fail to pay their accounts will not be able to apply for a sportsground or pavilion for the forthcoming season.

Utility charges will apply until keys are returned. If a club vacates the facilities before the completion of their allocated time, utility and service charges will still apply until all keys are returned.

Privacy Statement

The information provided as part of this form will be used by the City of Stonnington to assist in the provision, planning and development of venues and facilities for hire within the municipality. Council is unable to authorise the use of a venue or facility unless all information requested in this form (including personal information) is provided. Information provided by you will only be used for the purpose for which it was collected. The information provided will not be disclosed to any outside organisation or third party. Individuals about whom 'personal information' is provided in the application may apply to the City of Stonnington's Privacy Officer on telephone 8290 1333 for access to or correction of information. Council's Privacy Policy may be viewed on its website (www.stonnington.vic.gov.au) or at the Stonnington City Centre (311 Glenferrie Road, Malvern).