

## Casual User Agreement - Hire of Sporting Grounds and Reserves - Application Form

CONTACT DETAILS	
School/organisation/club:	_____
Contact name:	_____
Address:	_____
Suburb:	Postcode: _____
Phone (BH): _____	Fax: _____
Mobile:	_____
E-mail:	_____

FACILITY DETAILS
Reserve Requested: _____

BOOKINGS DETAILS				
REGULAR USE:				
TERM	DAY	ACTIVITY/SPORT	START TIME	FINISH TIME
SINGLE USE:				
DATE	DAY	ACTIVITY/SPORT	START TIME	FINISH TIME

(Should the above space not be enough, please list on a separate sheet of paper)

Disclaimer
<p>I confirm that I have read and agree to the Casual User Agreement – Hire of Sporting Grounds and Reserves and agree to abide by all terms and conditions of use outlined within. I acknowledge that should these terms and conditions not be followed that I may be liable for any cost arising as a result of these breaches. This decision will be made by the Coordinator, Sport and Recreation.</p>
<p>Signed: _____ Date: _____</p>

## **Casual User Agreement - Hire of Sporting Grounds and Reserves Terms and Conditions of Use**

### **1. Introduction**

This document sets out the terms and conditions of the use of Council's reserves under Council Agreement to casual hirers.

Council has delegated to the Sport and Recreation Unit the authority for allocating Council reserves and pavilions to casual users subject to:

- Completion of seasonal allocations and casual user agreements
- Any change in seasonal allocations or casual use being made available publicly

Seasonal ground allocations are managed by Council's Sport and Recreation Unit.

### **2. General**

Hirers are not permitted to use Council grounds or facilities without first having obtained written approval from Council.

Under no circumstances is the hirer permitted to sub-let or allocate the Council's ground(s) and/or facilities.

Any hirer using the ground(s) and/or facilities without written Council approval will be subjected to:

- exclusion from future use; and
- monetary penalty for unauthorised use

### **3. Available facilities**

The hirer may casually hire the sporting ground or reserve.

Schools, clubs or groups wishing to use a pavilion must negotiate this use directly with the seasonal tenant, well in advance of their booking. This includes access to toilets and change rooms, for example. The seasonal tenant is under no obligation to make the pavilion available. For contact details of seasonal tenants please contact Sport and Recreation on 9243 8888.

### **4. Method of casual allocation**

Applications should be made to Sport and Recreation at least seven (7) days in advance of the requested booking date.

The booking application form (Casual User Agreement) must be completed in full and returned via email to [active@mvcc.vic.gov.au](mailto:active@mvcc.vic.gov.au) or by fax to 9377 2100, together with a Certificate of Currency (refer to Section 11. Insurance for more information).

### **5. Withdrawal of grounds**

Grounds may be withdrawn if they are considered unplayable due to inclement weather conditions and/or safety reasons. This decision is not negotiable.

Any school, club or association found using a sporting ground when they have been withdrawn will face an on the spot fine in accordance with Council's Local Laws.

A refund for fees paid may be issued if the grounds are rendered unplayable. Council may provide assistance to groups in finding alternative venues, when grounds are unplayable.

### **6. Payment of fees**

Full payment of the hire fees must be made prior to the undertaking of the booking. An invoice for costs will be forwarded to the hiring organisation prior to the booking. As per Council's **Fees and Charges Policy for Sports Grounds and Pavilions**:

- Schools located within the City of Moonee Valley are able to use Council's sports grounds without charge for physical education lessons during school hours. Free use does not apply to the athletic track, synthetic pitches or any of Council's leisure facilities. Schools located outside of the municipality will be required to pay casual user rates.
- Commercial use will be charged as per the Council Budget.
- Casual use will be charged as per the Council Budget

Where any cancellation is made not more than one month before the activity, return of payment shall be at the discretion of the Sport and Recreation Unit and may be subject to an administration fee.

Any activity conducted during the cricket season (1 October to following 31 March) shall not under any circumstances, without the written consent of the Council, encroach on any turf wicket on any reserve.

**7. Damages**

Studded boots are not permitted to be worn whilst using a Council reserve during Terms 1 and 4. It is the responsibility of the hirer to advise the visiting schools/ organisations of this restriction.

Damage that can be attributed to the casual hire will be repaired by Council and an account will be forwarded for immediate payment.

**8. Cleaning**

Premises must be left in the same condition they were found. If premises are not cleaned satisfactorily, or have been damaged the hirer will be charged accordingly.

**9. Emergency procedures**

Emergency exit diagrams are located at each facility and are accompanied by a set of instructions.

**10. Hiring organisations/individuals responsibilities**

**Condition of reserve**

The hirer is required to undertake an inspection of the reserve prior to activities taking place. While Council maintains these sporting reserves, the fact that they are a public resource means that safety conditions can change at any time. Common things to look for when inspecting a sporting ground are debris on the ground, condition of surface, sprinkler heads should not be protruding and perimeter fencing should be safe. Please contact Sport and Recreation on 9243 8888 to report a risk management item.

**Facilities and equipment**

Council provides no equipment for your organisation's use of a sporting reserve. All groups making use of resources within a sporting reserve such as football goals, soccer goals and cricket pitches must be aware of safety precautions that are necessary in using these resources. Hirers are responsible for ensuring that goal posts are padded appropriately prior to use. Further information on this can be obtained from the governing body of the sport you are participating in.

**Disorderly conduct**

The hirer must respect the residential amenity of the area and is responsible for the control of conduct of patrons at all times during their allocated booking times.

Complaints from residents will be taken seriously and will be taken up with the hirer.

**Liquor licence**

The hirer is responsible for obtaining the appropriate liquor licence before the consumption or selling of alcohol. A copy of the licence must be forwarded to Council with this application.

All hirers must strictly observe the requirements of the Liquor Act and any conviction for breaches of the Act may jeopardise the hiring organisations future allocation and may risk prosecution by the Liquor Licensing Commission.

**Car parking**

The hirer is responsible for the control of car parking at the reserve. Vehicles are only permitted to park in car parks, not around the edge or on the oval which will attract a fine in accordance with Council's Local Laws.

**Preparation/sale of food**

Any hirer handling food (clubs do not have to sell the food to come within these criteria) needs to comply with Food Act Requirements. Enquiries should be directed to Council's Public Health Unit.

**Advertising**

All applications for signage must be in writing to the Statutory Planning Department.

No person shall attach any article to any building, tree, fence or structure by means of nails, screws or other items which may damage such building, tree, fence or other structure.

**Amusements**

Hirers are not permitted to erect amusements on reserves without prior written permission from Council.

**Admission Fees**

Hirers are not permitted to charge admission fees to a reserve without prior written permission from Council and adherence to a number of condition requirements

**11. Insurance**

The hirer 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, and damages whatsoever which may be brought or made or claimed against them or any of them arising out of or in relation to the performance of this policy/agreement.

The hirer shall not hold the Council liable for damage to property or bodily injury (which expression includes death and illness) that may be suffered by any person arising out of or in any way connected with the hire of the premises and the Association shall indemnify the Council in respect of any action, suit, claim and demand whatsoever which may be made against the Council for such damage or bodily injury.

The hirer, at its own cost, shall take out a Public Liability policy for \$10 million minimum to insure against damage to property or bodily injury that may be suffered by any person by reason of an accident and happenings in any way connected with or arising out of the hire of the premises.

The hirer shall present Council with a Certificate of Currency that notes the Council's interests. Council cannot allocate a ground until this is produced.

Neither the Council nor its servant shall be liable for any loss or damage sustained by the Association by reason of any article or thing being lost, damaged or stolen, and further, the Association hereby indemnifies the Council against any claim by any person in respect of any such article or thing.

Failure to adhere to the above conditions shall result in exclusion from future use of Council's facilities.

**12. Council's responsibilities****Insurance**

Council shall maintain adequate insurance cover on its comprehensive policy in respect of the buildings and fittings owned by the Council.

**Maintenance**

Council shall reasonably undertake inspections and general maintenance of all sporting reserves. Given the public nature of a sporting reserve, it is not expected that a sporting reserve be free of maintenance requirements and hazards at all times. Cooperation between hiring organisations and Council is expected when these issues affect the use of a sporting reserve.

**Preparation of grounds**

Council's Parks and Gardens Services will undertake the preparation of the sporting reserve, excluding turf wickets.

**Rubbish collection**

Emptying of the sporting reserve's rubbish bins will be the responsibility of Council.