

Merri-bek Recreation Services Locked Bag 10 Merri-bek VIC 3058 recreation@merri-bek.vic.gov.au Telephone: 9240 2397 Facsimile: 9240 1212

## CASUAL SPORTS FACILITY FEES & CHARGES

- 1. Merri-bek Recreation Services manages all bookings for Merri-bek Sporting Facilities. Any enquiries can be made by contacting Council's Recreation Liaison Officer on telephone 9240 2397 or email recreation@merri-bek.vic.gov.au.
- 2. For any booking that cannot be accommodated, Recreation Services will contact the applicant and other arrangements will be explored.
- 3. The terms of use for casual sports ground use are outlined and attached below in the Terms & Conditions. Users agree to adhere to these conditions upon hiring of one of Merri-bek's Sporting Reserves.
- 4. Fees and charges (incl. GST)

Category	Community, Not for profit, schools inside Merri-bek	Sports clubs and schools outside of Merri-bek	Commercial or Private
Sportsground (per oval/day)	\$182.00	Not applicable	\$365.29
Sportsground–synthetic cricket wicket (per oval/day)	\$176.50	Not applicable	\$365.29
Sportsground – Turf cricket wicket (per oval/day)	\$273.00	Not applicable	Not applicable
Additional turf wicket preparation (finals/day)	\$371.00	Not applicable	Not applicable
Sportsground – Pavilion (use/day)	\$85.16	Not applicable	\$164.68
Netball Courts (per court)	\$26.05 p/h	Not applicable	\$39.20 p/h
Sportsground – Key bond (refundable)	\$50.00	Not applicable	\$50.00
Sportsground – Security bond (refundable)	\$562.75	Not applicable	\$562.75
Synthetic Pitch – half pitch/shared use (no lights)	\$45.60 p/h	\$62.40 p/h	\$78.10 p/h
Synthetic Pitch – half pitch/shared use (with lights)	\$52.70 p/h	\$73.70 p/h	\$94.70 p/h
Synthetic Pitch – full pitch/exclusive use (no lights)	\$54.10 p/h	\$93.60	\$117.00p/h
Synthetic Pitch – full pitch/exclusive use (with lights)	\$54.10p/h	\$110.50 p/h	\$142.00 p/h
Synthetic Pitch – Pavilion usage	\$22.90 p/h	\$31.35p/h	\$44.35 p/h
Synthetic Pitch – Key bond (refundable)	\$144.00	\$144.00	\$144.00
Synthetic Pitch – Security bond (refundable)	\$144.00	\$288.00	\$720.00

- 5. Keys must be returned within 1 working day of completion of your event/activity or bond will be forfeited.
- 6. Pavilion, toilet keys and bond are to be collected/paid at:

Customer Service Desk Merri-bek City Council 90 Bell St COBURG P: 9240 2397

# CASUAL SPORTS FACILITY TERMS & CONDITIONS OF USE

#### 1. Introduction

This document sets out the Terms & Conditions of Use for the casual hire of sporting facilities within the Merri-bek City Council. Merri-bek City Council is also referred to as 'Council' within this document.

The casual allocation of sports facilities are subject to:

• Completion of seasonal allocations and casual user agreements.

#### 2. General

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

Under no circumstances is the hirer permitted to sub-let or allocate Council's ground(s) and/or facilities. Non-compliance will result in Council withdrawing the allocation.

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. Method of casual allocation

Applications are to be submitted to Council's Recreation Liaison Officer at least ten working days in advance of the activity to be conducted. Casual bookings can be requested up to 10 weeks at a time.

## 4. 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.

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

Any school, club or association found using a sporting reserve when they have been withdrawn will face monetary penalty for unauthorised use.

#### 5. 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.

Where any cancellation is made less than 14 days prior to the booking date, hire fees will not be refunded. For cancellations more than 14 days prior to the booking, notice must be given in writing and a refund of any monies paid to Council will be arranged.

#### 6. Activities

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

#### 7. Damages

Studded boots are not permitted to be worn on sports grounds unless provided with written prior consent from Council. 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 Merri-bek City 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 incur an additional fee and this may also jeopardise future bookings.



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## 9. Rubbish removal

The Hirer is responsible for ensuring that all waste generated from the use of the reserve is cleaned at the end of the booking. Failure to comply with this condition may result in Council organising for the littered area to be cleaned at the Hirer's expense and may also jeopardise future bookings.

#### 10. Syringe disposal

To enhance safe syringe disposal, Safe Disposal kits are available for use inside pavilions.

## 11. Gaming

No game of chance at which either directly or indirectly money is passed as a prize will take place in a facility without first obtaining the consent of Council and a permit from the Raffles and Bingo Board,

## 12. Smoking in Council buildings

The Hirer is advised that as per Merri-bek's No Smoking Policy, smoking is prohibited in all Council owned buildings including sports pavilions and no person is able to smoke within five metres of doorways or open windows.

#### 13. Noise

The Hirer is not allowed to play amplified music or use external PA systems for entertainment purposes. If using a PA system, only short brief announcements are acceptable.

## 14. Fire Extinguishers

Council provides a number of fire extinguishers and fire blankets within each pavilion to comply with the Essential Services Regulations. Equipment is serviced regularly to ensure correct operation in the event of an emergency. It is the responsibility of the Hirer to familiarise themselves with the location of fire extinguishers within a pavilion in case of emergency.

#### 15. Open fires

The Hirer is not permitted to have open fires of any description inside or outside of pavilions.

## 16. Emergency procedures

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

## 17. Exit doors

In accordance with the Building Code of Australia (class 2 to 9 Buildings, Sections C & D), a building is to be provided with means of evacuation which allow occupants time to evacuate safely without being overcome by the effects of an emergency. All nominated pavilion Exit Doors have a green 'exit sign' above the door and must not be obstructed in any way or form.

## 18. Hiring Organisations/Individuals Responsibilities

## 19. Facilities and amenities

Council facilities must be cleaned and maintained in a state suitable for use by all user groups that utilise the facilities. It is the responsibility of the Hirer to leave the pavilion and ground in a clean and tidy condition immediately after use. This includes replenishing toilet and bathroom amenities. The Hirer will incur an additional cleaning fee should the grounds not be left in a suitable condition after use.

#### 20. Facilities and equipment

Merri-bek City Council does not provide equipment for your organisation's use of a sporting facility. All groups making use of resources within a sporting reserve such as football goals, soccer goals, netball goal posts 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.

#### 21. Condition of reserve

The hirer is required to undertake an inspection of the reserve prior to activities taking place. While Merribek City Council maintains these sporting facilities, 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 sports ground are debris on the ground, condition of surface, sprinkler heads should not be protruding, and perimeter fencing should be safe. Please contact Council's Sport and Recreation Liaison Officer on 9240 2397 to report a risk management item.

#### 22. Line marking

Under no circumstance is the Hirer to undertake line marking of the sports ground. Failure to comply with this condition may result in Council organising for the damaged area to be repaired at the Hirer's expense and may also jeopardise future bookings.

#### 23. 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 an oval.



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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.

#### 25. Preparation/sale of food

Any hirer handling food needs to comply with Food Act Requirements. Enquiries should be directed to Merribek City Council's Environmental Health Department on 9240 1111.

#### 26. 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.

#### 27. Advertising

Hirers must adhere to Merri-bek City Council Policy in relation to temporary advertising. Council may approve the erection of advertising signs at a reserve for an event subject to;

- The signs being erected to the satisfaction of Planning Officers
- Advertising for alcohol and tobacco not being displayed
- The sign be erected and dismantled on the same day
- The sign not exceed the height of the fence

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.

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

#### 28. Amusements

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

#### 29. Admission fees

Hirers are not permitted to charge admission fees to a reserve without prior written permission from Council.

#### 30. Insurance

The hirer agrees to indemnify and keep indemnified and to Hold Harmless the Merri-bek City 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 of 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 Merri-bek City 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 Merri-bek City Council in respect of any action, suit, claim and demand whatsoever which may be made against Merri-bek City 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 third party by reason of an accident and happenings in any way connected with or arising out of the hire of the premises or activities of the insured.

# The hirer shall present Merri-bek City Council with a Certificate of Currency as part of the casual application. Merri-bek City Council cannot allocate a facility until this is produced.

Neither the Merri-bek City 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 Merri-bek City 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 Merri-bek City Council's facilities.

## Merri-bek City Council's Responsibilities

#### 31. Insurance

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

#### 32. Maintenance

Merri-bek City 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 Merribek City Council is expected when these issues affect the use of a sporting reserve.

#### 33. Preparation of Grounds

The Merri-bek City Council's Parks Services will undertake the preparation of the sporting reserve.

#### 34. Rubbish Collection

Emptying of the sports ground's rubbish bins will be the responsibility of Merri-bek City Council.

#### **Privacy Statement**

Personal Information collected by Merri-bek City Council is used for municipal purposes as specified in the Local Government Act 1989. The Personal Information will be used solely by Merri-bek City Council for these purposes and or directly related purposes. Merri-bek City Council may disclose this information to other organisations if required by legislation. The applicant understands that the Personal Information provided is for the above purpose and that he or she may apply to Merri-bek City Council for access to and/or amendment of the information. Requests for access and or correction should be made to Merri-bek City Council's Privacy Officer.