



NAMBUCCA SHIRE COUNCIL POLICY RESERVES AND PARKS CONDITIONS OF USE OF SPORTSGROUNDS

Function: ENGINEERING SERVICES

Adopted: 1 AUGUST 2002
Last reviewed: 12 DECEMBER 2005 (074)
20 October 2010

Our Vision

Nambucca Valley ~ Living at its best

Our Mission Statement

'The Nambucca Valley will value and protect its natural environment, maintain its assets and infrastructure and develop opportunities for its people.'

1.0 Policy objective

This policy is designed to achieve the following objectives

- 1.1 Define the responsibilities of groups using the sportsgrounds.
- 1.2 Define the conditions under which the sportsgrounds are used.

2.0 Related legislation

3.0 Definitions

4.0 Policy statement

Council adopts, as policy, the following conditions for the use of sportsgrounds.

5 History

No formal policy previously existed.

There is a need to include risk management responsibilities on the users.

CONDITIONS OF USE FOR SPORTSGROUNDS

1 Committee of Management.

Council corresponds only with the Committee of Management for the sportsground. Individual sports on ground matters, must deal with the committee not Council.

2 Allocation of Grounds.

The allocation of sportsgrounds for standard competitions and training (including pre-season) is undertaken by the Committee of Management for each sportsground.

Special events such as large sporting carnivals will require a separate application to Council because of additional issues such as parking, waste disposal, security and crowd control. Organisers should check with Council if unsure that this clause applies.

3 Responsibility of Sports Association.

The association allocated the field hire is responsible to ensure that all teams involved in the competition are advised of these conditions of use and required to comply with such conditions.

4 Definition of Seasons.

The definition of summer and winter seasons is as follows:

- Summer - From but excluding the fourth weekend in September to and excluding the second weekend in April.
- Winter - From and including the fourth weekend in April to and including the fourth weekend in September.

5 Sub-letting.

Sub-letting of whole or part of a ground by the allocated sport is not permitted. Vacancies must be referred back to the Committee of Management for re-allocation.

6 Fees & Charges.

Fees are set by the individual committees of management, having regard for the range of facilities used, number of players, maintenance requirements, and frequency of use for games and training. Lower fees will be set for junior sports.

Council will from time to time review the fees and may set minimum and maximum fees to ensure parity.

No reduction or return of fees will occur because of reduced use or cancellation arising from wet weather.

The ground fees are retained by the committee of management and are to be used for minor improvements, payment of electricity, replacement of training lights, etc.

7 Advertising.

Advertising on grounds whether on fencing, self supporting or portable, must be approved by Council. Income will be shared 50% with the committee of management and 50% for the sport association involved.

8 Equipment and Goals.

Each sport is responsible for the provision of goal posts and other equipment necessary for the sport to be played on the allotted ground. All of which must comply with Australian Standards and /or codes relevant to the item.

Each sport is responsible for repair and replacement of their own gear from damage as well as from wear and tear.

The storage of goals outside of the season is a responsibility of the individual sport. The goals should be removed and stored away from the field as the first preference, so as not to restrict mowing or to create a hazard for other users. Goals left on public areas must be stacked in a safe area and must be secured so that they cannot fall or topple over even when used by unauthorised persons. Deaths have occurred within Australia from unstable goals in the off season.

9 Keys.

The committee of management will issue any keys to the approved sporting body as required.

The committee will also provide Council with keys to all locks on site, including gates, buildings and storage areas. Such keys must be clearly labelled and identified

10 Marking of Fields.

The sport is responsible for marking of fields. The only acceptable method is to use water-based paint **unless otherwise approved by Council**. It is **not** permissible to use lime, herbicides, oil or chipping of the grass.

11 Cleaning of Grounds.

The user is responsible for the cleaning of the field and surrounds by collecting litter and rubbish left by participants and spectators. The responsibility extends to adjacent streets and carparks if attributable to the event even if caused by non-paying spectators.

Amenities, change rooms and kiosks are to be cleaned and left ready for use.

12 Damage to Grounds.

The user is responsible for restoring damage to fields including damage from use in wet weather.

The user is responsible for the repair of damage to fences, gates, buildings, seats, scoreboards, playgrounds and landscaping that occurs when a ground is hired.

The hirer shall not interfere with any fencing, building, partition, furniture or fitting nor damage locks, taps or deface walls.

13 Closure of Grounds.

The committee of management will determine if the ground is to be closed when there is the potential for damage from conditions such as wet weather; noting that the user will be responsible for the cost of restoration.

The Council through the Director of Operations & Technical Services reserves the right to override a field allocation if deemed to be inappropriate or has the potential to unduly damage the sportsground. No compensation for costs or lost income will be considered.

14 Motor Vehicles.

Motor vehicles are not to be driven or taken onto any Council sportsground. Vehicles must be restricted to allocated parking areas.

15 Insurance.

- **Public Liability**
The user will be required to produce a certificate of currency to Council prior to commencement of use each insurance period..
- **Indemnity.**
The user is responsible for and will indemnify Council against liability for all loss, damage or injury to persons or property caused by the user or it's employees, servants, invitees or agents and the amount of all claims, damages, costs and expenses which may be paid, suffered or incurred by the Council in respect of any such loss, damage or injury must be made good at the user's expense.
- **Contents, Equipment and Other Property.**
The Council does not insure or provide any form of indemnity for any equipment, structure, items or personal property stored, placed or left in any building, structure or on the grounds of the area used.

16 Risk Management.

- **Playing Fields and Surrounds.**
The allocated user is to undertake prior to any use (training, games or other), a risk assessment of the field and surrounds to determine if it is safe to use. Issues include but are not limited to identifying and removing sharp objects such as glass, bottle tops, stones stakes, steel posts and trip hazards.
- **Equipment and Structures.**
The user is also required to check that any structures (including goals, seating, rollers, score boards etc) are stable and safe for use before the start of training and games.
- **Off Season Responsibilities.**
The user is required to check in the off season that stored goals and other structures are stable and secure and do not represent a hazard to other users or the general public.

17 Council Rights.

Council staff are entitled free and unobstructed access to any sportsground in the undertaking of their duties.

Council reserves the right to cancel any sports allocation without notice in case of contravention of regulations and policies relating to use of the sportsgrounds.

Council has the right to occupy or reallocate a sportsground for a special use. The occupier will be given one week's notice in writing of the intended use.

18 Modifications.

No modification to grounds or buildings are permitted without the written approval of Council.

19 Recovery of Costs.

Council will seek the recovery of costs where the hirer defaults on these conditions. This includes cost for cleaning amenities, cleaning the grounds and where deemed necessary the adjacent streets, the storage of goals and repairs to buildings, fixtures and facilities.

20 Failure to Comply.

Failure to comply with these conditions will result in the withdrawal of the field allocation temporarily or permanently.

There is a need to include risk management responsibilities on the users.

