

CONDITIONS OF USE — SPORTSGROUNDS AND PAVILION — CASUAL HIRERS



GLEN EIRA
CITY COUNCIL

1 APPLICATION

These *Conditions of Use* apply generally to all sportsgrounds and pavilions and associated areas, such as carparks under the control of Council at any time whether owned, operated, borrowed or leased by Council (facilities) and includes the velodrome located at Packer Park, Leila Road, Carnegie.

With respect to the casual hirer (as referred to in clause 2), these *Conditions of Use* refer to the particular facility (facility) hired by the casual hirer.

2 PARTIES BOUND

The parties bound by these *Conditions of Use* are:

Glen Eira City Council (Council)

and

The casual hirer, which expression includes the casual hirer and any association, person or other entity allowed the hire or use of or actually using the facility at any time (whether or not any formal agreement has been signed) together with all individual members and visitors of the casual hirer, association or other entity.

3 NO WAIVER

No time or other indulgence granted by Council to the casual hirer, variation of the terms and conditions of these *Conditions of Use* or judgment or order obtained by the casual hirer against Council will in any way amount to a waiver of any of the rights or remedies of Council in relation to the terms of these *Conditions of Use*.

4 LIMITATIONS ON HIRE

The casual hirer's hire of the facility does not create any tenancy or other property right in the casual hirer. The right granted is for the casual hirer to use the facility, at the times and for the period stipulated in the booking confirmation or permit issued by Council, and in accordance with these *Conditions of Use*.

The casual hirer must not sell, trade, give away or otherwise deal with any part or full part of its consent to use the facility to any other third party.

The right of use is not exclusive. Council may authorise any other person or organisation to use the facility or any part of it at any time outside the casual hirer's hire period.

5 PURPOSE OF HIRE

Council facilities are multipurpose. Council does not warrant that the facility is suitable for any or any particular purpose and the casual hirer shall make its own judgement as to suitability for its purpose both overall and prior to, on each occasion, using the facility. The casual hirer is referred to clause 29 of these *Conditions of Use* in relation to inspections and risk management.

6 COMMENCEMENT OF HIRE AND BOOKINGS

No hire of any facility is authorised by Council until the casual hirer has:

- completed and returned the Application Form — Casual Hirers. Each section of the form must be completed and include all information and attachments where required;
- received a booking confirmation or permit from Council that its application has been approved; and
- paid any applicable hire fees and/or security deposit where required. A minimum of five (5) working days' notice is required for all hires.

7 CONTINUATION OF CONSENT TO HIRE

Continuation of Council's consent for the casual hirer to hire the facility for the hire period is conditional upon the casual hirer complying with these *Conditions of Use* and observing all reasonable

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requirements of Council (whether contained in these *Conditions of Use* or otherwise), relevant laws and regulations.

8 SPORTSGROUNDS AND PAVILIONS' HOURS OF HIRE

The hours of hire for sportsgrounds are limited to the following: Monday–Friday, 7am–9pm Pavilions are available subject to their availability during these hours.

9 FEES, CHARGES, SECURITY DEPOSIT AND CANCELLATIONS

- 9.1 Sportsground and pavilion fees and charges are fixed by Council. Invoices will be forwarded to the casual hirer following the issue of a written booking confirmation or permit. All invoices must be paid within 30 days of receipt of the invoice or the specified due date. Failure to pay invoices may result in:
- the withdrawal of Council's consent to hire the facility; and/or
 - the casual hirer being ineligible to make future applications to hire Council facilities.
- 9.2 A security deposit in the sum of \$500 to \$1,000 payable at the time of booking is payable by the casual hirer and is to be held as a security against any damage caused to the facility and/or any other breach of these *Conditions of Use*. Subject to the foregoing, a refund of the security deposit will be made within 21 working days after the end of the hire period. Deductions may be made from the security deposit for any reasonable cause. Where the amount of the security deposit is not sufficient to cover the sums payable pursuant to these *Conditions of Use*, the casual hirer will be liable to pay the difference within 30 days of receipt of an invoice or the specified due date.
- 9.3 Where written notice of cancellation is given by the casual hirer at least two weeks before the date of hire, a full refund of the hire fees and security deposit (if any paid) will be made. Where notice of cancellation is given by the casual hirer less than two weeks before the date of hire, a 20 per cent administration fee will be deducted from the refund of the hire fees. Where notice of cancellation is given by the casual hirer less than two weeks before the date of hire and the casual hirer has not paid the hire fees at the time of booking, the casual hirer will be invoiced in a sum equivalent to 20 per cent of the applicable hire fees.
- 9.4 Notwithstanding any other provision of these *Conditions of Use* and regardless of whether a booking confirmation has been issued, Council expressly reserves the right to cancel any booking at any time or to refuse to allow the hire of a facility in circumstances where the facility is required for Council use or where Council considers the proposed hire to be detrimental to Council or a third party, in which case a full refund of all monies paid will be made. Council also reserves the right to cancel any booking in circumstances where the casual hirer has submitted false or misleading information in its Application Form — Casual Hirers, or otherwise.
- 9.5 In addition to the circumstances referred to in clause 9.4, Council may at any time withdraw from the casual hirer, either permanently, or for a period of time, the use of any facility or part of a facility for the following reasons:
- that a sportsground is unplayable due to inclement weather;
 - that a sportsground is unsafe;
 - that a sportsground requires surface repairs, maintenance and/or redevelopment works; and
 - breach by the casual hirer of any of these *Conditions of Use*.

10 INTEREST ON LATE PAYMENTS

The casual hirer must pay interest at the rate prescribed by the *Penalty Interest Rates Act 1983* (VIC) from the due date where any payment is more than seven (7) days overdue.

11 LEGAL COSTS

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The casual hirer must pay any legal and other relevant costs incurred by Council as a result of a breach by the casual hirer of any of these *Conditions of Use*.

12 CLEANING, MAINTENANCE AND DAMAGE

The casual hirer is responsible, on every occasion of use, for leaving the facility and surrounding areas in a clean and tidy condition, suitable for use by the next users. This includes vacuuming the facility throughout and all wet areas washed and disinfected (where applicable).

Other than normal wear and tear, and any damage caused by Council staff or contractors, the casual hirer will be responsible for all loss and damage caused to Council's property during the period of use by the casual hirer or resulting from breach by the casual hirer of these *Conditions of Use* — eg. failure to securely lock premises.

In the event of any dispute as to the timing or cause of damage as between users, Council will make a final and binding decision.

In cases where the facilities are used by more than one casual hirer, school, club or other organisation, the various organisations must negotiate their own arrangements to clean the pavilion and surrounding area, but this does not remove the casual hirer's obligations to comply with the requirements of this clause 12.

Any additional cleaning or rubbish removal services, such as skips or the use of commercial cleaners for special events, must be paid for by the casual hirer.

If the sportsground and pavilion are not kept in a clean and tidy state, additional cleaning will be arranged by Council at its discretion. An invoice will be forwarded to the casual hirer to recover the full cost of the cleaning.

The casual hirer is responsible, on every occasion of use, to leave the surrounding areas of the sportsground in a clean and tidy condition. In the event of a breach of these *Conditions of Use*, the casual hirer will be responsible for all costs associated with the clean up by Council or its agents of the surrounds during the period of use.

13 REPORTING DAMAGE, HAZARDS OR MAINTENANCE ISSUES

Casual hirers are required to report any property loss or damage, incident involving death or personal injury, hazards or maintenance issues to Council by contacting Council's Customer Service Centre on 9524 3333 and reporting the item onto the Council maintenance tracking system. The casual hirer must provide Council with as much detail as possible about the damage and required works. If required, a Council officer will provide the casual hirer with a tracking request number, which can be used to track the progress of works in the future.

14 DAMAGE TO COUNCIL PROPERTY

The casual hirer is responsible for any damage to, or theft of Council property resulting from or related to the use of the facility by the casual hirer including damage caused by casual hirer members, visitors or members of the public. Any damage to the sportsground and pavilion or theft of equipment or other property must be reported to Council immediately.

The casual hirer must pay for any consequential repairs or reinstatement undertaken by Council. An invoice will be forwarded to the casual hirer to recover the full cost of any repairs or reinstatement carried out by Council.

15 FACILITY MODIFICATIONS

The casual hirer will be permanently excluded from use of the facility if any part of the facility is modified in any way whatsoever.

16 PEGGING OR SPIKING

Casual hirers are not permitted to peg or spike items into the sportsgrounds. Pegging or spiking may damage sprinklers, sub-surface drip irrigation lines, wires, connections or other underground

services.

Casual hirers that are found to have pierced any underground items will be responsible for the costs to repair the items.

17 ISSUE OF KEYS — PAVILIONS

The casual hirer will be issued with one set of keys for the hire of facilities that includes use of a pavilion where a pavilion has been hired in addition to a sportsground.

18 COPYING, USE AND LOSS OF KEYS

No key to a facility may be copied. If the casual hirer has Council keys cut, or extra locks fitted, it will have its sportsground and/or pavilion booking immediately withdrawn. The casual hirer will be charged for the costs associated with the replacement of all locks.

The casual hirer is responsible to ensure no other person or organisation is given keys or a copy of any key.

The full costs of replacement of affected cylinders and keys resulting from lost keys must be paid by the casual hirer.

Any misuse of keys constitutes a breach of these *Conditions of Use* and may result in the casual hirer being ineligible to make future applications for the hire of Council facilities.

19 RETURN OF KEYS

Failure to return all keys within two working days of completion of the event/competition will result in the casual hirer incurring all re-keying expenses. Arrangements must be made with Council's recreation facilities co-ordinator to collect and return keys.

If the casual hirer does not return the keys, it will continue to be held responsible for any damage to the facility whilst the keys remain in its possession.

20 SECURITY AND ACCESS

The casual hirer is responsible to ensure the facilities are securely locked when not in use but must also ensure that Council officers can gain access to the facilities — meaning that no additional or alternate locks are to be fitted.

21 PARKING

The casual hirer is responsible to ensure the proper parking of all vehicles at the facility regardless of vehicle ownership.

22 VEHICLES

The casual hirer must ensure that vehicles are not driven on to sportsgrounds. The casual hirer, its members, visitors and invitees are required to comply with all notified parking restrictions.

Subject to the direction of Council officers, the casual hirer is responsible for the control of vehicles parked in the reserve by its members, visitors and invitees.

23 SALE, SERVICE AND CONSUMPTION OF ALCOHOL

- 23.1 Alcohol must not be served or consumed unless a liquor licence and/or Local Law permit has first been obtained, if required. The casual hirer must make its own enquiries of the Victorian Commission for Gambling and Liquor Regulation in this regard.
- 23.2 Under Council's Local Law 2019 a permit is also required for the supply and consumption of alcohol where forty (40) or more people are in attendance. The casual hirer must obtain a permit from Council's Civic Compliance Unit in such circumstances.
- 23.3 Copies of relevant permits/licences must be submitted to Council before the commencement of the hire.

24 SALE, PREPARATION AND SERVICE OF FOOD

- 24.1 Food must not be sold at the facilities unless the casual hirer is registered with Council and has notified Council's Public Health Unit accordingly. Where the casual hirer uses the services of a professional caterer, the caterer must have a fixed registration with a council pursuant to the *Food Act 1984*.
- 24.2 Food may be prepared and/or served at the facilities only from appropriate areas and utilising equipment (if any) provided for that purpose at the facilities and otherwise in accordance with the *Food Act 1984*.
- 24.3 The use of portable deep fryers at the facilities is not permitted.
- 24.4 Copies of relevant registrations must be submitted to Council before the commencement of the hire.

25 BARBECUES

Barbecues are available for use in a number of parks and reserves in Glen Eira. They are available on a 'first come, first served' basis only and are not available for hire. Casual hirers that wish to use a non-Council barbecue are required to complete a separate application form (Use of non-Council barbecues — Application and *Conditions of Use*).

26 GAMES OF CHANCE NOT PERMITTED

The casual hirer is responsible to ensure no games of chance are played, raffles conducted, tickets sold, or any other gaming activity is conducted at the facility.

27 INDEMNITY

The casual hirer agrees to indemnify, hold harmless, release and discharge Council, its Councillors, employees, contractors and agents and each of them from and against all actions, costs, claims, charges, expenses, loss and damage whatsoever (including without limitation in respect of physical injury or death) (claim), which may be brought or claimed against them, or any of them, arising out of or in relation to the use of the facility by the casual hirer or its employees, pupils, teachers, spectators, visitors, agents, contractors, licensees and invitees, except to the extent that the claim is caused or contributed to by any negligent act or omission of Council, its employees, contractors or agents.

28 INSURANCE

The casual hirer must ensure that at all times during the period of its hire it has the benefit of a current Public Liability Policy of insurance in the name of the casual hirer providing coverage for an amount of at least 20 million dollars (\$20,000,000.00) per event.

The casual hirer should also ensure that it has the benefit of an insurance policy to cover the casual hirer's personal property and the property of its members and visitors stored in the facility, as Council insurance does not cover this property. Council recommends the casual hirer consult an insurance broker to ensure that it obtains all insurances necessary to cover its activities.

29 RISK MANAGEMENT AND INSPECTION

The casual hirer must have in place a *Risk Management Plan* and an inspection regime. This must consist of:

- two Risk Management Checklists (APPENDIX B). Checklist one must be completed at the start of the season and where there is any change in circumstances resulting in a change to the answers, and checklist two before each event; and
- a *Risk Management Plan* setting out any identifiable risks and mitigation plans.

Prior to every use of the facility or part of the facility, the casual hirer must inspect the facility and complete checklist two. The checklist must be completed, signed and stored by the casual hirer, and be made available to Council upon request.

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Any issues or hazards, including damage to the facility or non-compliance with usual standards, must be advised to Council as soon as possible. Where the hazard has safety implications, Council's emergency contact should be telephoned (clause 13). The facility should not be used until the hazard or defect has been remedied. The casual hirer is responsible for monitoring and securing an area with a hazard until Council staff arrive.

Casual hirers must ensure they monitor the Clegg Hammer readings of the sportsground throughout the season. The sportsground's Clegg Hammer readings must be listed on the Risk Management Checklist and the hardness of the ground needs to be taken into account when completing the Risk Management Checklist.

Clegg Hammer readings can be found at
http://www.gleneira.vic.gov.au/Connect/Parks_and_recreation/Sportsground_management

30 TRAFFIC MANAGEMENT PLAN

The casual hirer is required to prepare a *Traffic Management Plan (Plan)* in circumstances where the hire of facilities will impact on the flow of traffic within the facilities the subject of the hire, the surrounds, or any other Council facilities. The *Plan* must outline how traffic will be controlled; where traffic control devices will be located; and how people will be instructed or guided in the safe use of relevant roads, footpaths and shared paths.

31 NO LIABILITY OF COUNCIL

- 31.1 To the extent permitted by law, no warranty or assurance is given that the Venue is fit for any purpose or use required by the casual hirer unless advised to and agreed by Council in writing before the hire.
- 31.2 To the extent permitted by law, Council is not liable to the casual hirer for any loss, damage, claim, or expense (loss) whatsoever suffered, including but not limited to property loss or damage, personal injury and death, as a result of or in connection with the hire or use of the Venue, except to the extent that such loss is caused or contributed by the negligent acts or omissions of Council, its employees or agents.
- 31.3 Council will not assume any responsibility for the casual hirers personal property, or the property of the casual hirers members or visitors, left at the Venue whether prior to, during or at the end of the Hire period.
- 31.4 Council will not be liable in respect of any damage or loss resulting from a hazard, which was reasonably discoverable on inspection by the casual hirer pursuant to clause 29 and was not advised to Council in accordance with clause 29.
- 31.5 Council will not be responsible for any indirect or consequential loss that the casual hirer may suffer, including lost profits, lost revenue or lost opportunities, loss of goodwill or loss of reputation.
- 31.6 The casual hirer uses the Venue at its own risk.

32 USE OF PAVILION

If the casual hirer has a right to use a pavilion as part of the facility, the terms of use of the pavilion, if any, will be provided to the casual hirer and must be complied with. A breach of the terms of the use of that pavilion is a breach of these *Conditions of Use*.

33 TERMINATION OF HIRE

Upon cessation or termination of the hire period, the casual hirer must remove all casual hirer's property, return all keys and settle all outstanding claims by Council for fees or reimbursements for damage or otherwise, as soon as practicable. The casual hirer must cease to use the facility for sports immediately upon the period of hire ending.

34 PATHWAYS, WALKING TRACKS AND OUTER CIRCLES

The casual hirer must ensure that groups of no larger than five persons are permitted to walk or run on any pathways, walking tracks or outer circles within the facility and that pathways, walking tracks and outer circles are not blocked from use by any other person, organisation or member of the public authorised or otherwise permitted to use the facility.

A breach of this clause 34 may result in:

- the withdrawal of use of the facility; and/or
- the casual hirer being ineligible to make future applications to hire a Council facility.

35 PAVILION INSPECTIONS

Where the hire of a facility includes the hire of a pavilion, an inspection will take place at the end of the period of hire. The casual hirer must ensure that by the time of the inspection the facility is ready for handover and all casual hirer equipment has been removed. The inspection will assess cleanliness and general wear and tear. If any works are required to the facility as a result of damage or uncleanliness, Council will undertake the works and invoice the casual hirer accordingly.

A nominated casual hirer representative may be present at the inspection.

36 LAWS

The casual hirer will ensure that all legislative provisions including Council's Local Law 2019, relating to or governing the use of the facility are observed. The casual hirer will also ensure that all applicable current Australian emergency management practices are adopted and followed.

37 SELLING OF GOODS

The casual hirer will ensure no merchandising, exchange, or bartering of any sort is conducted at the facility without the written consent of Council.

38 EXTERNAL VENDORS

Casual hirers are not permitted to authorise food vendors to enter Council parks or reserves and sell items within the park during their hire periods.

39 SMOKE FREE

The casual hirer acknowledges that smoking is prohibited in Council buildings and on sportsgrounds.

40 GAS BOTTLES

Portable LPG gas bottles are not permitted to be stored in pavilions.

41 FIRES

The casual hirer acknowledges that the use of smoke machines, candles or naked flames of any sort and roasting spits is not permitted and that the casual hirer is responsible for any costs associated with the Metropolitan Fire Brigade attending the facility as a result of any breach of these *Conditions of Use*.

42 ANIMALS

The casual hirer acknowledges that animals (other than guide dogs) are not permitted at the facility.

43 INAPPROPRIATE BEHAVIOUR

Offensive or inappropriate behaviour within the facility is prohibited. The casual hirer's hire may be terminated if any offensive or inappropriate activities take place on Council property. The casual hirer acknowledges that the hire permitted by these *Conditions of Use* is governed by clause 26 of Council's Local Law, which regulates behaviour on Council roads and land and prohibits a person from causing for damage, as outlined in Appendix A.

Direction — A direction issued under clause 26 in respect of a breach of this clause may include, but is in no way limited to, a direction to offenders to cease the use or activity and/or leave the Council land or road.

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Penalty: twelve penalty units

(Refer to Appendix A for *Code of Conduct* in reference to clause 26.)

44 NUISANCE

The casual hirer will ensure that no nuisance, whether from noise, vehicles, behaviour, escaping balls or any other cause, is occasioned to members of the public and neighbouring properties.

45 ESCAPING BALLS

Casual hirers will be responsible for any escaping balls from the facility and will be liable for resulting loss or damage to any property or person. Casual hirers must work co-operatively with persons suffering loss or damage to ensure such loss or damage is rectified or compensated for.

46 PAVILION USE

Pavilions must not be used as a hotel, hostel, guesthouse or lodging house or otherwise used for nonpermitted purposes.

47 SIGNAGE

No facility is to be in any way modified including by the erection of any signs.

If the casual hirer wishes to erect signs on Council property, it must obtain Council's prior written consent. Council consent to erect 'banner' type signs, including advertising signs, is necessary whether or not a planning permit is required.

Consent will only be granted to removable 'banner' type signage, which is to be erected during allocated usage times and removed after use.

Consent will not be granted to erect any signs advertising alcohol or tobacco. Consent will not be granted to erect any sign deemed to be offensive.

48 NOISE

Noise levels are to be kept in accordance with all legislative provisions including Council's Local Law 2019 and at a volume that does not cause annoyance to any person on any premises within the surrounding area.

Public address systems must not be used or operated prior to 9am or after 6pm on any day.

49 LINE MARKING

Casual hirers are responsible for the application and cost of the sportsground lines for their sport.

The casual hirer is prohibited from using any substance/s that could damage the grass or playing surfaces.

The casual hirer will be responsible for all costs associated with the reinstatement of the damaged surface caused by line marking. The minimum distance between the boundary line and any immovable object is to be marked at four metres.

Lime is not to be used as a line marker due to potential health risks. Water-based paints are recommended. For further information regarding suitable line marking substances, contact should be made with the Recreation and Youth Services Department on 9524 3333.

50 PUBLIC ACCESS

The casual hirer must not at any time deny free access to members of the public wanting to walk through or utilise the reserve.

Gates to the reserve are not to be locked at any time except by Council.

51 SUBLETTING

The casual hirer is to ensure no other person or organisation has use of or access to the facility without Council consent, except in accordance with these *Conditions of Use*. Subletting, hiring out or allowing

use of the facility for private purposes, with or without money changing hands, is prohibited.

52 STATUTORY REQUIREMENTS

Casual hirers are required to meet all applicable statutory obligations, including without limitation health regulations.

53 TENTS/MARQUEES

Consent to erect tents/marquees or similar structures must be obtained from Council. All structures are to be weighted down. No pegging can occur in any Council park or reserve. On-site inspections will be carried out by Council prior to the start of the hire and following the end of the hire for which fees are payable by the school.

Marquees or tents exceeding 100m², temporary stages exceeding 150m², seating stand for more than 20 persons, or public assembly buildings exceeding 500m² are considered places of public entertainment for which building occupancy permits and sitting approval will be required.

Information about building occupancy permits can be obtained from Council's Building Services Unit on 9524 3333 or Council's website www.gleneira.vic.gov.au

54 ELECTRIC APPLIANCES

No electrical appliance is to be installed at the facility without Council's prior written consent. No electrical appliance in the nature of a deep fryer or other cooking appliance is to be used in or at the facility.

Council may direct that any other appliance must not be used in or at the facility.

55 ELECTRICITY APPLIANCE TESTING

Council will ensure the testing and tagging of all Council provided electrical equipment within the facility in accordance with Australian Standard AS 3760.

The casual hirer will ensure that such tags are not removed or interfered with and will report any equipment without tags.

The casual hirer will ensure that any item of electrical equipment (including but not limited to appliances, leads, power boards, etc.) brought to the facility bears a current tag in compliance with AS 3760. Council may remove any untagged equipment without notice.

56 PORTABLE SOCCER GOALPOSTS

If using portable soccer goalposts (PSG) the casual hirer is to ensure that the posts comply fully with the Australian Standard HBB 227-2003. This includes the manufacture, use and storage of these goalposts.

Appendix B — Risk Management checklist two refers to the proper use and storage of portable soccer goalposts.

57 OTHER CASUAL HIRE USERS

Other casual hire users who have booked a Council sportsground and/or pavilion on a casual hire basis have the right to use the facility. The casual hirer must comply with and not interfere with any such rights.

58 HIGH-RISK ACTIVITIES

Where the casual hirer wishes to undertake a high-risk activity at the facility, including, but not limited to, parachuting, the casual hirer must obtain the prior written consent of Council and any such consent will be subject to any other conditions that Council stipulates acting in its absolute discretion.

APPENDIX A CODE OF CONDUCT

POLICY NUMBER:	12.10
POLICY NUMBER:	CODE OF CONDUCT
ADOPTED BY:	Glen Eira City Council
DATE ADOPTED:	7 November 2019
REFERENCE IN LOCAL LAW 2019:	Clause 26

1 Objective

This Part contains provisions which aim to protect the amenity of Council Land and roads for the local community by regulating behaviour and by prohibiting persons from causing damage

2 Policy

26. Inappropriate behaviour on Council Land

- (1) A person must not in or on Council Land—
 - (a) unreasonably affect another person's amenity; or
 - (b) substantially, unreasonably and repeatedly or continuously interfere with another person's use and enjoyment of that Council Land; or
 - (c) molest or obstruct any other person in or on that Council Land; or
 - (d) commit an indecent, offensive, threatening or riotous act; or
 - (e) use or display any offensive, threatening or abusive words or symbols.
- (2) A person must not in or on Council Land—
 - (a) destroy, damage, alter, mark, deface or remove any property or thing; or
 - (b) cause risk of personal injury or damage to property by climbing or walking on or over, sitting on or sliding down any structure, Building, fixture, free-standing object, appliance or equipment (other than play equipment or recreation and fitness equipment installed by Council) except with the consent of Council; or
 - (c) enter any area, place or Building in respect of which Council has prescribed an entry fee, unless the entry fee has been paid to an Authorised Officer or authorised representative of Council or the person enters in accordance with the written consent of Council; or
 - (d) act in a manner contrary to any restriction or prohibition contained in the inscription on a sign erected or authorised by Council at, on or in Council Land.
- (3) If an Authorised Officer reasonably suspects that a person on Council Land is contravening or has contravened subclause 26(1) or 26(2), the Authorised Officer may direct the person to—
 - (a) Leave the Council Land
 - (i) Within a stated reasonable time; or
 - (ii) Immediately if the Authorised Officer believes on reasonable

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grounds that the contravention is serious; and/or



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- (b) not re-enter the Council Land for a stated reasonable period of not more than three (3) calendar days.
- (4) A person must comply with a direction given to the person under subclause 26(3).
- (5) A Permit or other forms of written consent by Council or a member of Council staff granted to a person who is directed to leave the Council Land under subclause 26(3) is cancelled by force of subclause 26(4) when the person is required to leave the Council Land.

A person who behaves in a manner or carries out a matter or activity contrary to this *Code of Conduct* may be guilty of an offence under clause 26 of the *Glen Eira Local Law 2019*.

Penalty: 12 Penalty Units

APPENDIX B

RISK MANAGEMENT CHECKLISTS FOR CASUAL HIRERS

The following questions are to help you identify risk and hazard issues that may be present at the facility the casual hirer is authorised to use. This checklist must be completed prior to every use of the facility (refer to clause 29 of the *Conditions of Use*).

Circle an answer yes, no, or mark not applicable for each of the following questions. Some guidance is provided, where possible, for each of the questions. If you are unsure of an answer, make notes in the space provided, and follow up the issue with someone that may know more.

Endeavour to answer these questions accurately. Answering no to any or all of the following questions does not necessarily mean that you are responsible for injuries or losses arising from the identified hazard. You may, however, be breaching your duty of care if you do nothing in response to the information that you are gathering (or fail to gather this information).

Keep the completed dated checklists as a record that you have carried out the inspection. This is necessary both to demonstrate your compliance with the *Conditions of Use*, and that you have taken steps to comply with your duty of care.

If any issues or hazards identified by you are part of facilities or assets controlled by Council or another body or group, or the responsibility for managing the identified issues lies elsewhere, sending a copy of the completed checklist with a letter requesting action could be appropriate. If the matter is a hazard and requires immediate attention, contact Council on 9524 3333 as soon as possible. This, however, will not relieve you of your responsibility to exercise a duty of care.

If you consider that your activities, or the health and safety of any participants or spectators would be compromised by any of the identified issues and you cannot immediately rectify them, you need to decide whether to proceed with the planned event.

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Checklist one — general organisational arrangements

This checklist is to be completed at least once per season prior to the commencement of any events and as details change.

A	Is a representative of the casual hirer in overall charge of the planned events?	Yes	No
Name:			
Contact number:			
B	Is a representative of the casual hirer a designated contact for Council?	Yes	No
Name:			
Contact number:			
C	Does this person know to report risk and hazard issues to Council?	Yes	No
D	Have you made emergency arrangements? (Eg. first-aid kits, extinguishers, emergency numbers known, etc.)	Yes	No
Details of arrangements made:			
E	Do you provide access to suitable advice and services where participants require treatment? (Eg. doctor or local medical centre to refer injuries; rehabilitation expertise; counselling, etc.)	Yes	No
Details of arrangements:			
F	Have maintenance activities occurred/been arranged preparatory to the season's commencement?	Yes	No
Details of arrangements:			
G	Are activities, equipment, and rules, where necessary, modified for differing abilities and ages?	Yes	No
H	Are there any inherent dangers to facility users within the location of the facility? (Eg. proximity of rivers, embankments, cliffs, building features, etc.)	Yes	No
List inherent dangers:			
List procedures in place to warn spectators and competitors of inherent dangers:			
I	Are the people conducting activities on behalf of the casual hirer — teachers, coaches, umpires, officials, firstaiders, instructors (including volunteers) — adequately qualified, trained, instructed, experienced and/or supervised?	Yes	No
List qualifications:			

CONDITIONS OF USE — SPORTSGROUNDS AND PAVILION — CASUAL HIRERS



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Name	
Signed	
Position	
Date	

Please provide this checklist to Council upon completion prior to the period of authorisation, and thereafter if any details change during the period of the authorisation.

CONDITIONS OF USE — SPORTSGROUNDS AND PAVILION — CASUAL HIRERS



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Checklist two — specific hazard inspection by the casual hirer

This checklist is to be completed prior to each event or use of the facility, including training, match/game/competition, family day, and social events.

A	Have spectators and competitors been warned about the existence of inherent dangers within the location of the facility?	Yes	No
Detail how this warning was conveyed:			
B	Are all in-field structures (such as sprinkler heads, valves, and spigots) similar recessed and appropriately covered, so as not to interfere with participants?	Yes	No
C	Is the condition of the surface appropriate for the event? (Eg. no significant depressions or cracking; divots or mounded dirt absent; no excessive standing water; grass cover and length appropriate.) Include Clegg Hammer reading: _____	Yes	No
D	Do boundary markings allow enough space between the field of play and fencing and spectators?	Yes	No
E	Are ground dimensions and boundaries compliant with accepted guidelines for the sport or event to be conducted? (Refer to Sport Dimensions for Playing Areas from the Department of Sport and Recreation.)	Yes	No
If not, what additional precautions have been taken?			
F	Are goals, fences, coaches boxes and other structures at appropriate locations and appropriately secured, having regard to the direction of play, participants' likely movements, and boundary locations?	Yes	No
G	Is padding or any other means of protection required on structures close to the area of play? (Eg. on goal posts, coaches boxes, seating, etc.)	Yes	No
H	Are all participants issued with appropriate equipment, checked by officials prior to commencement?	Yes	No
I	Are surfaces clear of rubbish, animal waste, syringes and other foreign objects?	Yes	No
J	Is the position of spectators, vehicles, private property, or other facilities (eg. play equipment) at the reserve likely to interfere with the event?	Yes	No
K	Are the change rooms provided for participants adequately clean, secure and private?	Yes	No
L	Can players and officials access the area of activity without undue interference from spectators?	Yes	No
M	Is an adequate water supply available to participants?	Yes	No
N	Are the lighting conditions suitable for the intended activities?	Yes	No
O	Are spectators controlled in any manner in order to promote appropriate behaviour? (Eg. conditions of entry; parking marshals; policy/procedures for serving alcohol; club officials warning members, etc.)	Yes	No
List details applicable to this event:			
P	Are the people conducting this event — coaches, umpires, officials, firstaiders, instructors, (including volunteers) — adequately qualified, trained, instructed, experienced and/or supervised?	Yes	No
Q	Portable, free standing goalposts: have the goals been manufactured and are they being used and stored according to Australian Standard HB 227–2003 Portable soccer goalposts — Manufacture, use and storage?	Yes	No
		N/A	

CONDITIONS OF USE — SPORTSGROUNDS AND PAVILION — CASUAL HIRERS



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R	Additional activities	Yes	No
	Have all necessary permits and licences been obtained for? Eg.: <ul style="list-style-type: none"> • sale of food; • raffle tickets; • games of chance; and • a marquee. 	Yes	No
	Are third parties (eg. entertainers) covered by insurance? If so, their own or the casual hirer's.	Yes	No

Given the above, in your judgement, are all of the facilities that you intend to use appropriate for the purposes for which they will be used? Yes No

If you answered 'No' to any of these questions, you have risk issues that require management. If you do not manage these issues appropriately, you expose the casual hirer and its members and visitors to potential losses and liabilities.

Notes: (Can include actions taken on the day to rectify, notify, or manage identified issues.)

Inspection details:

Date of inspection: _____

Time of inspection: _____

Location (address): _____

Facility (eg. Oval #2, pavilion, etc.): _____

Form completed by (name): _____

Form completed by (signature): _____

Inspected by (names): _____

Position: _____

Contact details: (phone number, email, etc.): _____

Event (eg. footy training, cricket match): _____

Number of participants (competitors): _____ (estimate if necessary)

Number of spectators expected: _____ (estimate if necessary)

Please retain this form for your records. Where you are required to contact Council about a defect or hazard, please provide a copy of the form to Council.