

CITY OF VINCENT

SPORTSGROUND **AND** COMMUNITY FACILITIES

GUIDE

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Introduction

The Sportsground & Community Facilities Guide (the Guide) has been prepared by the City's Community Partnerships Team and outlines how sporting clubs and user groups can apply to use Council managed sportsgrounds and pavilions.

The Guide has been designed to provide an easy to use reference tool for volunteers involved in sports club administration. The Guide also explains the terms and conditions for reserve and pavilion hire.

About the City of Vincent



The City of Vincent is a progressive inner city municipality encompassing the suburbs of North Perth, Leederville, Highgate, Mount Hawthorn and parts of East Perth, West Perth, Perth City, Mount Lawley and Coolbinia.

Since settlement, much of Vincent's rich heritage stems from the 1890's and 1900's following the gold rush, when many community buildings were established. North Perth emerged as a municipality in its own right in 1901, alongside Leederville and Perth. These merged in 1914 to form the Greater Perth Council, which our suburbs were part of until 1994, when Perth was subdivided once again and the Town of Vincent created.

More recently, inner-city living has become ever more popular, offering diverse housing options amongst the leafy parks and public open space on offer. Riding in tandem with the increasing popularity of inner-city living, Vincent's eating and shopping precincts have thrived to become popular places for residents and visitors alike.

Vincent's population continues to develop into a wonderfully rich melting pot of cultures and nationalities, which has contributed to its unique diversity.

With the ongoing support of our residential and business community, visitors to Vincent, council members and staff, the City will continue to thrive and provide a wonderful living and working environment which is well regarded by many.

Access to Facilities

City Officers and authorised contractors reserve the right to access facilities at any time without prior notice to the tenant. This is to allow for maintenance and facility inspections. Non-council vehicles are only permitted in designated vehicle areas such as car parks and on access roads.

Non-council vehicles are not permitted to enter the reserve for parking or spectator purposes without prior approval from the City of Vincent, except in the case of emergency vehicles. Clubs are responsible for ensuring the security of pavilions and facilities at all times.

Block Booking Fields

Unless a hirer can demonstrate a need for the actual use of the field, the block booking for all available sessions for a field will not be accepted.

Bond

A bond shall be lodged as surety against any damage caused to a facility or for any non-compliances with the conditions of hire. Payment of any bond shall be determined by the Chief Executive Officer and shall be payable to the City at least fourteen (14) days prior to the use of the park, reserve or hall facility. Cheques and money orders should be made payable to the "City of Vincent".

Certificate of Incorporation

Whilst there is no legal necessity for a sport or recreation club to become incorporated, it is strongly recommended that any not-for-profit group consider the benefits of becoming incorporated.

Being incorporated not only protects your clubs members from being sued individually if someone is injured whilst involved in activities run by your club, it also improves your club's fundraising abilities and eligibility for grants.

Clubs that are not incorporated under the Associations Incorporation Act will not be eligible for sportsground or pavilion allocations.

Club Growth

It is important that clubs are mindful of the impacts that increased membership numbers have on sports grounds and pavilions.

Sports grounds and pavilions can only handle a certain level of usage before signs of wear and tear show. When this level is exceeded, sports grounds and pavilions cannot accommodate the added pressure of increased numbers causing overcrowding and damage to the playing surfaces.

There are several options available to clubs to combat this issue and they are:

- Utilising an overflow ground (subject to availability within the City of Vincent);
- Capping of membership numbers;
- Spreading training areas and days

Club Responsibilities

Any damage to facilities including vandalism, graffiti or burglaries must be immediately reported to the City of Vincent on 9273 6000.

Clubs are responsible for all damage caused to facilities by club members and guests. The club will be liable for the expense or value of any damage to the premises, including any fixtures and fittings caused by the activities of the tenant club. Please note only authorised electrical appliances and connections are to be used.

Clubs are required to comply with all relevant government statutory regulations. Council will take no responsibility for loss or damage to goods owned by a club.

Clubs must ensure members, visitors and supporters' activities do not degrade any vegetation or trees on sportsgrounds.

Fixtures

Seasonal Ground approval will not be granted unless the City receives a copy of your clubs fixtures. These need to be in PDF format and can be submitted via email to facilitybookings@vincent.wa.gov.au. Please do not send links to association websites as this method will not be accepted and approval will be delayed.



Applications will not be approved until the City of Vincent receives all requested information including fixtures and invoices are paid in full.

Health Check

If your club utilises any City of Vincent sportsground, pavilion or community facility, you are required to complete a Community Groups and Sporting Clubs Health Check (Health Checks). Health Checks will be sent to your club toward the end of each year.

Health Checks are essential in enabling the City of Vincent to assess problems and issues before they occur. The information detailed in the Health Check is critical in assessing the viability and performance of clubs and identifies where the Council can assist groups and organisations. By completing this Health Check, your club will be assisting the City of Vincent in ensuring that clubs continue to provide quality services to our community.

Furthermore, the Club Health Check also assists the City in:

- Identifying financial position and on-going viability.
- Compiling up to date contact details for reference to community members.

The information provided by sporting clubs and community groups is for the purpose of updating Council records.

Insurance

It is vital that clubs protect their assets with adequate insurance.

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 and damages whatsoever, which may be brought or made or claimed against Council arising out of or in relation to the club's use of the facility.

The club shall not hold the Council liable for the damage to property or bodily injury (which expressly 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 club 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.

Public Liability

Council requires clubs to have public liability insurance to the minimum value of 10 million dollars to insure against damage to the property or bodily injury that may be suffered by any person by any reason of an accident and happenings in any way connected with or arising out of the hire of the premises.

The club is required to present Council with a certificate of currency that notes the Council's interests as owner. The certificate of currency must be produced for the approval of ground allocation each season. This is for the protection of the club in the event of legal action.

A copy of your clubs current public liability insurance is required. If you do not have this insurance, please contact your sport's national or state governing body and ask if your club can be covered by their insurance. If you have any problems, please contact the Department of Sport and Recreation on 9492 9700 or visit their website at www.dlgsc.wa.gov.au

Contents

The club is solely responsible for insurance of all contents and stock for their replacement value in the stated premises. Therefore it is important to have adequate content insurance that covers all probabilities so the club does not find itself in financial difficulties if it is under insured.

This would cover such areas as fire, burglary, money, consequential loss, rain damage, fidelity, motor vehicle, cash in transit etc

Professional Indemnity Insurance

Clubs take out this insurance to cover their coaches and trainers or any other persons giving professional advice or imparting skills. This type of policy protects such persons for claims made against them for negligent acts, advice, instructions or omissions during their work.

Excess on Insurance for Facility: The club pays the excess payable on a claim on the Council's insurance policy for the facility if the club causes or contributes by gross misuse or gross negligence to the destruction or damage of the premises.

Clubs must not do or permit to occur or continue anything, which may invalidate or lead to an increase in the premiums payable, in respect of any insurance policy relating to the facility.

Keys and locks

Community Partners will notify clubs of the date when the keys will be available for collection and prior to the end of season Council will advise clubs in writing by which date the keys must be returned. Failure to return keys by the required date will result in a loss of bond.

Clubs are not permitted to add or change locks, nor should any keys be copied.

For any additional keys, a request must be made in writing to Community Partners. Club locks are not permitted on any doors. Contractors and City Officers require access to all areas of the pavilion at all times. Clubs that are found to have installed their own locks will be charged for the locks to be changed back to the Council lock system.

Lost or stolen keys must be reported to Community Partners by the responsible club immediately after becoming aware of the loss. Council may replace all locks in the event of keys being lost or stolen. The cost of replacing the locks will be charged to the club.



Clubs are NOT permitted to cut their own keys. Under no circumstances are the keys to be loaned to any other club, organisation, school or person.

Line Marking

The City will oversee all field line marking which is carried out on an “as needed” basis. If any alteration to the original field set up is required, the hirer must notify the City in writing, with at least two (2) weeks’ notice.

The line marking materials to be used on parks and sportsgrounds shall be as follows:

- (a) Acrylic Paint
- (b) Omnicarb - Whiting
- (c) Other materials proposed to be used require approval from the Manager Parks & Property Services.

Pre-Season Use

Clubs may commence pre-season training on sportsgrounds no sooner than five (5) weeks prior to the commencement of their season. The table below specifies the dates winter and summer clubs may begin pre-season training:

2020/21 Summer season begins	Pre-season training commencement date
Thursday, 1 October 2020	Thursday, 27 August 2020
2021 Winter season begins	Pre-season training commencement date
Thursday, 1 April 2021	Thursday, 25 February 2021

2021/22 Summer season begins	Pre-season training commencement date
Friday, 1 October 2021	Friday, 27 August 2021
2022 Winter season begins	Pre-season training commencement date
Friday, 1 April 2022	Friday 25 February 2022

Out of Season Use

Clubs requiring use of facilities outside the dates of their main home and away season must seek approval from Community Partners. If approved, Council will notify the club in writing. A club that uses a facility outside its main season without Council's consent could be at risk of being liable in the event of an accident and may conflict with scheduled use of a ground, in which case the scheduled user will take priority.

Pre-season use will be considered for grounds only. If a club requires use of a pavilion before its season commences, this use must be negotiated with the current tenants and Community Partners must be notified.

Payment of Fees to Council

The fees for seasonal use of sportsgrounds and pavilions will be itemised on the correspondence sent to the club confirming allocation. An invoice for this fee will be forwarded to clubs. Clubs that have an outstanding seasonal allocation debt will not be allocated Council facilities the following season. Clubs experiencing financial difficulty can contact Community Partners.

The Council shall determine all fees and charges for parks, sportsgrounds and hall facilities on an annual basis and these shall be listed in the Annual Budget.

Parks and sportsgrounds will be allocated free of charge to:

- (a) any school located within the City for use during normal school hours only;
- (b) "*Junior Sports*" – for clubs located within the City (adopted by Council on 22 March 1999).



If you have any questions or need further information, please contact the City's Customer Services Officer (Bookings) on 9273 6000.

Pavilion Maintenance

Clubs are permitted to use pavilions only for the purposes of carrying out activities associated with the club. Any additional use of the pavilion must be approved in writing by Community Partners.

Clubs that have been allocated a pavilion must comply with the following times of use:

Monday to Friday: 4pm – 10pm
Saturday: 8am –Midnight
Sunday: 8am – 11.30pm

Pavilions are required to be in a clean and tidy state at all times. This includes when clubs vacate at the end of the season. Pavilions will be inspected at random throughout the season to ensure they are being maintained to the satisfaction of the City.

Kitchen appliances and social rooms must be kept clean to avoid pest infestation. No food scraps are to be left lying around. Removal of grease from kitchen exhaust fans, flues and filters are the responsibility of the club to minimise the risk of fire. Deep fryers should not be used unless adequately positioned under exhaust canopies and approved by Council.

BBQs are not to be operated inside the pavilion. Dangerous and hazardous chemicals including gas cylinders and gas bottles are not to be stored inside the pavilion.

If a club is not meeting the pavilion upkeep obligations, Council will advise in writing of the responsibilities not being adhered to, and request that they be rectified within a specified time period. If the issue is not rectified within this period and/or the club(s) continues to breach the conditions of their occupancy, Council will rectify the issue at the cost of the club and may withdraw the club's occupancy.

Right to Suspend Activities

The City retains the right to suspend activities on a park, reserve or in a hall facility or withdraw a booking if a hirer is found to be in serious breach of any conditions associated with the hire or where they have failed to remedy any breach after being requested to do so by the City.

Right to Refuse an Application or Booking

The City's Administration has the right to refuse any application or booking it deems to be unsuitable on the City's Sportsgrounds.

Any persons/businesses/organisations/clubs/groups/schools proven to be unsuitable hirers, from past use, for a range of issues, including but not limited to matters specified in "Right to Suspend Activities"

Right of Appeal

In the event of an applicant/hirer being dissatisfied with a decision of a City Authorised Person, they will have access rights for a review to the Chief Executive Officer in accordance with the Council's Policy No. 4.1.3 Customer Complaints Management and Procedures.

Seasonal Bookings

(a) Applications for the seasonal use of Facilities shall be as follows:

Summer Use to be considered during August (preceding the summer period)
Winter Use to be considered in February (preceding the winter period)

(b) The granting of seasonal use rights shall be at the City's sole discretion.

(c) When assessing applications for seasonal hire, the following factors shall be taken into account.

- resident membership of club/organisation;
 - participation trends;
 - the sustainability of the club/organisation;
 - prior history of association with the City of Vincent;
 - capacity of facility to cater for participant numbers;
 - suitability of the facility for the proposed hire.
- (d) All use of sports grounds, change-rooms and floodlighting, if applicable, shall cease by 10.00pm, unless otherwise approved by the City.
- (e) Hirers shall only store equipment and/or any other items in any store room that may be allocated to them during the seasonal hire and shall remove all equipment and/or other items at the conclusion of the season. Under NO CIRCUMSTANCES shall hirers store equipment and/or any other items in change-rooms.
- (f) The public shall have free access to the park or reserve on which the hired sportsground is located, other than access to the sportsground itself when it is being used by the hirer during such times as have been specified in the City's approval for the seasonal hire.

Seasonal Change Over/ End of Season

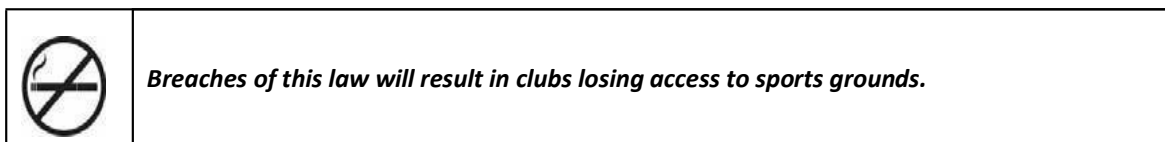
The club must ensure the facility is in the same condition as it was at the commencement date (fair wear and tear excepted).

Self-Funded Facility Improvements

Clubs are not permitted to undertake capital work improvements, alterations or modifications to facilities unless approved by Council in writing. This applies to all proposed work to facilities, regardless of the scale of work, i.e. painting, makeshift bars and creating additional storage space.

Smoking in Council Buildings

Smoking is prohibited in all Council buildings as per Council policy. All clubs and community groups must ensure smoking is not permitted in their pavilion. It would be advantageous for no smoking signs to be displayed.



Sports Grounds

Allocation of Sportsgrounds

Allocations of grounds are decided on a seasonal basis. Sporting Clubs are selected through a fair and independent process, to ensure that everyone in our community can enjoy the benefits of participating in sport, recreation and other cultural activities. This may include, as determined by council, the shared

use of facilities by two or more groups at any one time.

Seasonal Ground and Pavilion allocation

Winter 2020 season	4 April to 20 September
Summer 2020/2021 season	3 October to 21 March

Any sporting clubs or associations who wish to use their home grounds for finals in March (summer season) and in September (winter season) or any time outside of their seasonal ground allocation, must apply through by contacting the Community Partners team on 9273 6000.

Statutory Declaration

This form enables the City to monitor membership trends within the City of Vincent as well as within your own club. In the event your club has juniors, a Statutory Declaration is required in order for your club to receive subsidies rates.

Sub-letting

Clubs may not grant any sub-letting, assign or part with occupation of the facility. All enquiries for ground usage must be directed to Community Partnerships.

Temporary Closure of Sportsground, Pavilion or Community Facility

In the event that the City's parks, sportsgrounds or hall facilities are required to be closed (in accordance with the conditions of hire), those groups or individuals scheduled to use a particular park, sportsground or hall during the closure will be informed of alternative locations within the City. Those affected will not be charged for the use of the park, sportsground or hall whilst it is closed but should they use the alternate location offered by the City they will be required to pay the endorsed rate for that facility.

Closing of Grounds

During periods of heavy rain or other adverse weather conditions, the City's Officers will inspect all sporting grounds in order to determine whether or not they should be closed. The decision to close sporting grounds is based on a number of factors including:

- (a) the type of sport to be played and the potential for damage to the playing surface, for example cricket/baseball compared to soccer/football;
- (b) the weather forecast from the Bureau of Meteorology;
- (c) the potential for injury to users;
- (d) the condition of the ground at the time of inspection, its drainage characteristics and its ability to recover from damage;
- (e) the length of the grass and whether or not it can be cut by heavy equipment; and
- (f) Grounds may be closed at short notice, if weather conditions dictate such action.

Clubs or umpires/referees may choose to close specific grounds to prevent damage to the playing surface or injuries to players. If this occurs, club representatives should contact affected visiting clubs and teams.

Updating information

Sporting clubs and community groups are responsible for informing the Community Partnerships Team of any changes to their normal requirements. Information relating to the following should be forwarded as soon as possible:

- Disbandment; or
- Change of contact details; or
- Changes in team / member numbers or
- Additional training days required; or
- Additional matchplay days required and
- Reduction in team numbers and usage.

Utilities

Clubs that hold a lease or license over clubroom facilities are responsible for paying all utility charges for pavilions (gas, electricity, water and telephone) where applicable for the duration of their occupancy period.