



CITY OF VINCENT

**PARKS, RESERVES & HALL FACILITIES –
CONDITIONS OF HIRE AND USE**

POLICY NO. 2.1.7

(Adopted at the Ordinary Meeting of Council held on 14 April 1998)

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**PARKS, RESERVES & HALL FACILITIES –
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Index

| | |
|--|-----------|
| OBJECTIVES | 1 |
| POLICY STATEMENT | 1 |
| 1. Use of City Facility | 1 |
| 2. Application | 1 |
| 3. Fees and Charges | 1 |
| 4. Authorised Representative | 2 |
| 5. Right to Suspend Activities | 2 |
| 6. Right to Refuse an Application or Booking | 2 |
| 7. Right of Appeal | 3 |
| 8. Delegated Authority | 3 |
| GUIDELINES AND PROCEDURES – ALL HIRERS | 4 |
| 1. Definitions and Aims | 4 |
| 2. Area of Application | 5 |
| 3. Unrestricted Recreation | 5 |
| 4. Structured Recreation | 6 |
| 5. Halls | 6 |
| 6. Insurance and Indemnification | 6 |
| 7. Application Forms, Hire Conditions and Double Bookings | 6 |
| 8. Fees and Payment | 7 |
| 9. Bonds | 8 |
| 10. Liquor | 9 |
| 11. Health Act and Regulations | 10 |
| 12. Parking and Access | 10 |
| 13. Security Control | 10 |
| 14. Crowd Control | 11 |
| 15. Environmental Protection Act | 11 |
| 16. Construction Works | 11 |
| 17. Signage | 11 |
| 18. Removal of Rubbish | 11 |
| 19. Residential Amenity | 12 |
| 20. Filming | 12 |
| 21. Weddings | 13 |
| 22. Use by Schools | 13 |
| 23. Equipment, Goal Posts, Moveable Goals and Line Marking | 13 |
| 24. Lighting of Parks and Reserves | 14 |
| 25. Maintenance and Improvements | 16 |
| 26. Closing of Grounds | 17 |
| GUIDELINES AND PROCEDURES – SEASONAL HIRER | 18 |
| 1. Seasonal Hire | 18 |
| 2. Payments | 20 |
| 3. Bond | 21 |
| 4. Other Activities | 21 |

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**PARKS, RESERVES & HALL FACILITIES –
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OBJECTIVES

To:

- provide guidelines for the conditions of use and the responsibility of individuals/businesses/organisations/clubs/groups/schools applying to use or hire the City’s parks, reserves and hall facilities;
- acknowledge the importance of both “*active*” and “*passive*” recreational needs and endeavour to manage parks, reserves and hall facilities in order to provide maximum access and sustainable usage on an equitable basis; and
- provide guidelines to ensure that the City’s facilities are used in a safe and responsible manner and the risk of causing a nuisance is minimised.

POLICY STATEMENT

1. Use of City Facility

Any persons/businesses/organisations/clubs/groups/schools who use a City park, reserve or hall facility shall only do so in accordance with the City of Vincent Property Local Law 2008 and this Policy and associated Guidelines.

2. Application

An application shall be made to the City on the prescribed form for any event or function proposed to be held at any park, reserve or hall facilities if more than fifty (50) persons are likely to attend or if there is a requirement for any of the following:

- (a) a road closure
- (b) a temporary suspension of road rules
- (c) a Risk Management Plan
- (d) the provision of Public Liability Insurance
- (e) the consumption or sale of alcohol
- (f) a licence to trade in public places (e.g. stall holders)
- (g) noise monitoring of amplified sound/music
- (h) a permit to use a City facility (e.g. hall).

3. Fees and Charges

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

3.2 Parks and reserves 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).

4. Authorised representative

The City’s Policy, Guidelines and Conditions of Hire are to be enforced at all times during the hire. Any Authorised Person of the City, duly authorised by the Chief Executive Officer, shall at all times during the period of hire have free access to a park, reserve or hall facility and will enforce all conditions relating to the hire.

5. 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. Individuals/businesses/organisations/clubs/groups/schools proven to be unsuitable Hirers from past use for any reason including, but not limited to:

- (a) destruction or significant damage of property;
- (b) leaving a Facility in an unsatisfactory condition;
- (c) causing a serious nuisance;
- (d) causing any activity which has the potential to cause serious injury or harm to other persons; and/or
- (e) non-compliance with the approved Conditions of Use;

will not be granted hire.

6. Right to Refuse an Application or Booking

6.1 The City’s Administration has the right to refuse any application or booking it deems to be unsuitable on the City’s Reserves.

6.2 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 Clause 5 above.

7. 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.

8. Delegated Authority

The Chief Executive Officer will administer and enforce this Policy, Guidelines and Procedures, in accordance with the Council Delegated Authority Register.

(This policy is to be read in conjunction with the City's Policy Procedure and Guidelines.)

For additional information also refer to Concert and Events Policy 3.8.3

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| Date Amended: | 22 October 2005, 9 September 2008, 22 February 2011 |
| Date Reviewed: | 22 October 2005, 9 September 2008, 22 February 2011 |
| Date of Next Review: | February 2016 |

**GUIDELINES AND POLICY PROCEDURE FOR
PARKS, RESERVES & HALL FACILITIES –
CONDITIONS OF HIRE AND USE – ALL HIRERS
POLICY NO 2.1.7**

1. Definitions and Aims

1.1 The following definitions are used throughout this Policy and have the stated meaning:

Active Parks/Reserves: means a sportsground or playing field where organised games or activities are being undertaken.

Agreed Use: means the use that the City has agreed to be conducted on the park, reserve or in a hall facility;

Authorised Person: means a person authorised by the local government under Section 9.10 of the Local Government Act 1995 to perform any of the functions of an authorised person under the City of Vincent Property Local Law and this Policy;

Council: means the Council of the City of Vincent;

Club: shall also infer Association and shall mean a group of people organised into a recognisable body to administer the playing of sport;

Facility/Facilities: refers to any park, reserve or hall facility owned by or under the care, control or management of the City;

Fallow Period: means the duration of time when open space (mainly sporting fields) is left with no bookings to allow the turf to recover and grow. No games, training or other use is allowed at this time;

Hirer: means a person/business/organisation/club/group or school who hires or uses a park, reserve or hall facility;

Junior Sports: is defined as a structured sport or training for persons 18 years of age or under in the year of playing and registered with an accredited Club;

Lease: a binding contract between the City and an individual or organisation by which a fee is paid by the Lessee to the City to use a City facility;

Liquor: shall have the same meaning as specified in the *Liquor Licensing Act 1988*;

Passive Parks/Reserves: means a park or reserve, usually containing vast sections of garden area, where organised games or sporting activities cannot be undertaken.

Playing/Sporting Fields: means those areas of public reserves where organised sports are played;

School: meaning any educational institution within the City of Vincent local government boundary;

Seasonal Hire: means the longer term consecutive bookings for the same day and time over the summer or winter season also incorporating any long-term hire which is not necessarily seasonal in nature (e.g. year-long or in-term hire);

City: means the City of Vincent.

- 1.2 The main aim of these Guidelines is to bring together the recommendations of all policies and practices related to the hire and use into one document that can be given to Hirers of parks, reserves or hall facilities.
- 1.3 Preference will be given to sporting clubs, local community groups, schools and local businesses located in the City for the hire and use of the City's parks, reserves and hall facilities, however other groups are welcome to apply and will be considered once all local allocations and Fallow Periods have been allocated.

2. Area of Application

- 2.1 This Policy shall apply to all parks, reserves and hall facilities ("Facility/Facilities") under the care, control or management of the City of Vincent.
- 2.2 Facilities may only be used by the Hirer at the times approved by the City.
- 2.3 The City leases a number of its Facilities to various groups/organisations. Facilities which are leased may not be available for hire. Fulfilment of the terms and conditions stipulated in any pre-existing, pending or negotiable lease agreement entered into by the City for a Facility takes priority over any request for hire (casual or seasonal/long-term).

3. Unstructured Recreation

- 3.1 All passive parks and reserves are available for casual use by the public.
- 3.2 A small group (generally less than 50 people), partaking in passive activities is considered a social gathering and falls outside the operational guidelines of this Policy. A larger group of 50 or more people is considered to be an "organised activity" and will be subject to the operational guidelines of this Policy.
- 3.3 Any park or reserve may be booked for a "special event" or function, however every endeavour should be made to ensure that at least 50% of the park or reserve remains available for use by the general public.

4. Structured Recreation

- 4.1 Active parks and reserves and hall facilities may be available for Seasonal Hire.
- 4.2 Additional guidelines and conditions of use apply to Seasonal Hire Section within these Guidelines (refer to pages 19-26).

5. Halls

- 5.1 Halls are hired out on a casual basis on submission of a casual hall hire booking Application Form. Hire fees are required to be paid a minimum of two (2) weeks prior to the hire. This includes any permits and a refundable bond.
- 5.2 Regular/Seasonal Hire is assessed and permitted on submission of a regular hall hire booking Application Form inclusive of dates for the calendar year. Payment of a refundable bond is required on commencement of use, and the Hirer is invoiced on a monthly basis for the hire.
- 5.3 Conditions specific to hall hire are required to be read and acknowledged by the Hirer.

6. Insurance and Indemnification

- 6.1 Any Hirer of a park, reserve or hall facility under the care, control or management of the City must (where applicable) maintain a Public Liability Insurance Policy for a minimum of \$20million, endorsed to indemnify the City against any accident, injury or damage resulting from or incidents arising from the Hirer's use of the City's property or Facilities. The City may either be specifically named "City of Vincent" or "Any Local Government Authority" and must be named in the policy under "Other Interested Parties".
- 6.2 Proof of insurance (photocopy of the original Certificate of Currency) must be presented to the City (where applicable) when applying to use any Facility and shall be kept current during all times that the Facility is to be used.
- 6.3 The City must be advised of any incident or circumstance that may give rise to a claim. This cover is additional to any other insurance that the Hirer is required to obtain.
- 6.4 The Hirer must warrant to the City that the Facility will not be used for any unlawful purpose.

7. Application Forms, Hire Conditions and Double Bookings

- 7.1 The City has developed Application Forms for the hiring the City's Facilities, with abbreviated conditions of use attached and procedures for each type of hire. Before hiring any of the Facilities, the Application Form, the attached conditions of use and the relevant sections from this Policy should always be read and understood by the Hirer.

- 7.2 All applicants applying to hire a Facility shall provide the City with all details deemed necessary by the Chief Executive Officer to enable the City to adequately assess the application.
- 7.3 At its absolute discretion the City may determine that the proposed use of the Facility is not in keeping with the City's purpose, values, reputation or functions and deny hire.
- 7.4 Bookings shall be confirmed (Agreed Use) in writing outlining any fees payable. The relevant charges for the hire at Facilities shall be determined by the Council on an annual basis and included on the Annual Budget.
- 7.5 If the Agreed Use of the Facility is at any time found to be in breach, the City may, at its absolute discretion, terminate the hire without compensation to the Hirer.
- 7.6 Application Forms are available via email or facsimile from the Parks and Properties Customer Service Officer or from *www.vincent.wa.gov.au*.
- 7.7 Seasonal Hirers will be invoiced monthly and casual Hirers shall be forwarded an invoice upon approval of their application.
- 7.8 The Hirer, shall NOT under any circumstances sub-hire the park, reserve or hall facility to a third party. The Hirer shall be deemed to be the applicant and the term 'Hirer' shall not extend to any other person and/or any other organisation with whom the Hirer may have an association.
- 7.9 In the event that the City needs to revoke hire of a Facility for any reason, the Hirer will not be compensated for the cancelled booking (hire fees will be refunded but an alternative location will not necessarily be offered).
- 7.10 In the event of two or more applications being received for the hire of a park, reserve or hall facility for the same date and time, the City may without considering priority of applications, shall determine to which Hirer, the hiring shall be granted.

8. Fees and Payment

8.1 Fee Structure

A Hirer who wishes to use a park, reserve or hall facility shall pay the prescribed fees, charges and bond (if applicable). Waiving of fees for specific Hirers or purposes is at the discretion of the Chief Executive Officer.

8.2 Payment

Bookings are not confirmed until full payment has been made. Methods of payment are cheques, postal orders by mail, or EFTPOS and credit card in person only. Credit card payment is not accepted over the phone.

9. Bonds

9.1 A bond shall be lodged as surety against any damage caused to a park, reserve or hall 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 Facility. Cheques and money orders should be made payable to the “City of Vincent”.

Hirers are required to pay the following bonds:

- (a) Key Bond – for each key required to open the City’s facilities e.g. toilets, canteens and change-rooms.
- (b) Damage/Cleaning Bond – required per park, reserve or hall facility hired for the season. The bond will be used to rectify (repair or replace) any damage to the Facilities (reserves or buildings).

Keys given out to each Hirer must be returned at the end of each season and the bond will be returned. No ‘extra’ keys are to be cut by the Hirer. No keys are to be lent to any third party, for use of the City’s Facilities.

9.2 Refund of Bond

The bond will be refunded in full within three (3) weeks from the event (casual or Seasonal Hirer), at the City’s discretion, subject to:

- (a) there being no damage;
- (b) no additional cleaning being required; or
- (c) no significant breach of the conditions of hire having been made.

Any costs required to be expended by the City as a result of a booking will be deducted from the Bond.

A Hirer who is found to cause damage to a Facility either through misuse or allowing misuse of the Facility may also have a penalty imposed, at the discretion of the City. The penalty may be a monetary penalty or loss of current and/or subsequent allocation(s)/hire.

9.3 Refunds/Cancellations/Closure

Ten (10) working days notice in writing is required for the cancellation of a booking and then the hire charge will subsequently be refunded. Monies cannot be refunded due to poor attendance or inclement weather.

9.4 In the event that the City's parks, reserves 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, reserve 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, reserve 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.

10. Liquor

10.1 Liquor shall not be consumed or offered for sale within a park, reserve or hall facility unless the prior approval of the Chief Executive Officer is obtained and, where applicable, a license obtained from the Director of Liquor Licensing (Department of Racing, Gaming and Liquor).

10.2 The City generally raises no objections to the sale, supply and consumption of liquor or the issue of licenses for sale of alcohol by hiring those Facilities within Vincent. The consumption of alcohol at these venues is subject to the following limitations:

That:

- (a) application to the City be made setting out the details of the event or purpose for which the liquor is to be sold and supplied being first submitted for approval;
- (b) the appropriate approval be obtained by the applicant from the Liquor Licensing Division (DRGL);
- (c) the applicant comply with any requirements of the City's Health Services Section;
- (d) the sale, supply and consumption of liquor will be conducted in an orderly manner and should comply with the requirements of the Liquor Licensing Division;
- (e) where the building is leased from the City, all costs associated with the sale of liquor including any alterations and installations of service and utilities to City buildings to be the responsibility of and at the cost of the Licensee;
- (f) in relation to open reserves, the consumption of alcohol should be limited within the period specified within the Liquor Licence;
- (g) the Chief Executive Officer is empowered to investigate claims of anti-social behaviour of the Hirers of any City Facilities and is authorised to withdraw the permission for use of the Facilities for a prescribed period.

10.3 In the event of the abovementioned conditions not being met by the Hirer future applications for permission to consume liquor will not be granted except by the specific direction of the Chief Executive Officer.

11. Health Act and Regulations

- 11.1 Hirers must undertake to observe the relevant sections of the *Health Act and Regulations*, with particular reference to the selling of foodstuffs.
- 11.2 All food and drinks shall be stored, kept, prepared, cooked, processed, served or otherwise dealt with in approved premises or mobile food vehicles and the premises and all mobile food vehicles shall be inspected and approved by the City's Health Services Section prior to commencement of each function.

12. Parking and Access

Subject to the satisfaction of the City, adequate measures shall be taken by the Hirer in respect to pedestrian and vehicle access/egress onto a park or reserve or into/out of a hall facility to ensure the City's Facilities are safeguarded.

- 12.1 Hirers should control parking to ensure no incidents occur that may lead to damage of City or personal property.
- 12.2 Vehicular access to the City's open space is not permitted without prior consent from the City. If access is granted to drop off and/or pick up materials, furniture etc the vehicles are not to drive through the park/reserve whilst the event is taking place. All care must be taken whilst driving a vehicle on the open space, because people may be unaware/not expecting a vehicle to be in the park/reserve and to not damage the surface of the field/grassed area or any vegetation.
- (a) Parking supervision outside the grounds of the Facilities will be provided by the City as part of its ordinary parking operation.
 - (b) Parking supervision within the grounds of Facilities will be the responsibility of the Hirer but such supervision will be provided by the City at the request of the Hirer and on payment of the costs associated with the service. However, where in the view of the Chief Executive Officer (or his or her nominee) the proposed use of the facility warrants parking supervision by the City, the City will undertake the service at the cost of the Hirer.

13. Security Control

- 13.1 The City will be responsible for the overall security of the Facility. However, Hirers will be required to ensure that:
- (a) buildings are secured when not being used;
 - (b) each key allocated to the Hirer will require a bond (as prescribed in the Annual Budget) to be paid to the City. The bond will be returned, when the key is returned to the City. No 'extra' keys are to be cut by the Hirer for any reason;
 - (c) keys are returned to the City when not required;
 - (d) gates are locked, if applicable, when facilities are not in use; and
 - (e) Hirers are to advise the City who the responsible representative of the Hirer is for locking the gates. The Hirer must also provide a contact number in case of emergencies.

13.2 If, in the opinion of the Chief Executive Officer, the proposed use of the Facility warrants professional security services, the Hirer must comply with the condition and arrange, entirely at their cost, for appropriate security.

14. Crowd Control

14.1 The Hirer of a park or reserve for a sporting event is expected to carry out adequate crowd control measures to prevent incidents that may interfere with the safety of other people. Matters include:

- (a) no spectators should be allowed onto playing fields whilst sporting activities are taking place;
- (b) no spectators should interfere with adjoining private property e.g. fences;
- (c) there is no unruly or disturbing behaviour amongst the crowd or the competitors;
- (d) no offensive or abusive language is used; and
- (e) no projectiles are thrown onto the playing area or at a member of the crowd.

14.2 Where the Hirer engages or arranges any form of security or patrol service, the persons engaged for that are to be properly instructed in the carrying out of their work and the limitations of their authority.

14.3 At no time shall the maximum capacity of a hall facility be exceeded.

15. Environmental Protection Act

The Hirer shall ensure that the requirements of the *Environmental Protection Act* and relevant Regulations are fulfilled, in particular the Noise Abatement "Neighbourhood Annoyance" Regulation 1979.

16. Construction Works

The cost incurred in all construction works including supply, erection and removal of barricades and also the need for emergency services are to be met by the Hirer. The Hirer is to arrange for their own electrician and plumber to be on stand-by to attend to any emergency requirements during the course of the hire.

17. Signage

Signage for the purpose of advertising events may be installed at the Facility seven (7) days prior to the commencement of that hire subject to the approval of the Manager Parks and Property Services. The signage must be removed immediately after the hire.

18. Removal of Rubbish

18.1 Rubbish is to be collected by the Hirer and removed each day from the Facility or contained in satisfactory enclosed containers during the period of hire. The City encourages recycling and suitable recycling receptacles may be provided by the City for the hire.

- 18.2 All rubbish and litter must be placed in bins provided by the City (if they are using the City's waste removal service) or otherwise removed from the site at the end of each hire. The Facility **MUST** be cleaned up after use and patrons encouraged to "Do the Right Thing". If any Facilities are left in an untidy condition, the Hirer will be held responsible and all costs incurred in the clean up will be passed on to the Hirer.
- 18.3 The allocation of special events bins for rubbish and recycled materials can be arranged with the City. The charges for this service are per 240 litre bin (1 x 240 litre bin is required per 50 people expected to attend and will be included on the invoice or quote sent). The fees for the bins is included in the annual Schedule of Fees and Charges. The Hirer may prefer to organise bins and removal of rubbish themselves. This option must be indicated at time of hiring. Access for non-City vehicles is not automatically given to Hirers who opt to move their own rubbish offsite.

19. Residential Amenity

- 19.1 The quiet enjoyment of property owners adjoining parks, reserves or hall facilities is not to be disturbed by the excessive noise, offensive language, bad behaviour and or any other activity likely to cause disturbance.
- 19.2 With respect to parks or reserves hired for sporting events, all reasonable attempts are to be made to ensure that struck, kicked or thrown balls do not leave the reserve, either into private property or onto adjacent roads.
- 19.3 To maintain the amenity of residents in adjoining properties, the following usage times will apply to any park or reserve hired for a sporting event:
- (a) Hirers may only use the field during the allocated hours of use;
 - (b) no activity is to commence prior to 7.00am on any day. Low noise activity, such as field set up may commence at 6.00am, only after prior approval by the City;
 - (c) no competitive sport is to commence prior to 8.00am on any day;
 - (d) no field activity is to occur after 10.00pm on any day.
- 19.4 The City may convene a meeting with a Hirer should the proposed use be of a considerable size or, in the opinion of the Chief Executive Officer, have the potential to have significant impact on surrounding community/residents/businesses.

20. Filming

Filming at or in a Facility may be permitted on condition that a booking Application Form for the Facility required is submitted and the hire fee paid, inclusive of additional fees that may be required such as a power charge, liquor permit or refundable bond. In addition, a Filming Permit is required from the City's Ranger Services and Community Safety Section.

21. Weddings

Weddings are permitted in Facilities within the City of Vincent on submission of a booking Application Form and payment for hire of the Facility, inclusive of additional permits and a refundable bond if required.

22. Use by Schools

- (a) Any use of Facilities by schools outside normal school hours will be charged at the rate listed in the annual Schedule of Fees and Charges. Requests for additional use by schools outside of school hours will be considered after the requirements of other users and the condition of Facilities are determined.
- (b) Schools using the Facilities are expected to provide adult supervision at all times. Any damage caused to Facilities while schools are in occupation will be charged to the school booking the Facility.

23. Equipment, Goal Posts, Moveable Goals and Line Marking

23.1 Unless the City specifically directs otherwise, the following guidelines shall apply:

- (a) All fixed sporting equipment hardware such as:
 - (i) tennis nets and supports;
 - (ii) practice cricket wickets;
 - (iii) cricket wickets;
 - (iv) netball or basketball goal posts;
 - (v) equipment originally supplied and fixed by the City;
 - (vi) lighting;
- (b) All movable sporting equipment such as:
 - (i) goal posts except netball or basketball posts;
 - (ii) ground markings or equipment;
 - (iii) cricket matting or removable artificial surfacing;
 - (iv) athletic movable hurdles or similar apparatus;

shall be supplied and maintained by the Hirer allocated use of the park or reserve. When the Manager Parks and Property Services reports that the equipment is unserviceable or unsafe, the Hirer concerned shall be required to repair or remove it immediately.

23.2 Goal Posts

- (a) The Hirer/users shall be responsible for the provision, placement, use, removal and storage of fixed and portable goal posts with the exception of Australian Rules goal posts. All goal posts installed by Hirers shall be in accordance with the relevant Australian Standards (HB 227-2003).

- (b) Subject to ground availability, goal posts may be erected three weeks prior to the commencement of the season and must be removed from the reserve at the conclusion of the season. Such costs are to be met by the Hirer.
- (c) Any goals left on the reserve at the end of the season may, without notice, be removed and stored by the City and all costs charged to the respective clubs.

23.3 Moveable Goals (Football/Soccer)

When installing moveable football/soccer goals the following four steps are to be undertaken:

- (a) check it – ensure all goals are in good condition and constructed according to Australian Standards;
- (b) secure it – generally it takes 200kg to anchor moveable football/soccer goals, with weight distributed evenly on the ground bar and both side bars. This equates to using ten (10) hooked pegs or twelve (12) sandbags. Goals can also be secured by inserting the frame into a ground sleeve, which is the Departments preferred approach;
- (c) test it – before use, adult club officials should test all moveable football/soccer goals to make sure they are stable. If you are unsure of goals do not use them until they are checked professionally; and
- (d) respect it – never allow anyone, adult or child, to swim or climb on the netting or goal framework.

23.4 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 reserves 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.

24. Lighting of Parks and Reserves

- (a) Installation of lights
 - (i) All applications for the installation of floodlighting shall be in writing from an authorised representative of the Hirer.
 - (ii) A suitably scaled plan of the proposed installation showing location of lights, cables and technical specifications shall be forwarded with the application and shall include:
 1. pole dimensions which require certification by a structural engineer;

2. footing details which require certification by a structural engineer;
 3. lux diagram of light spill;
 4. location of plan of light poles on reserve;
 5. name of electrical contractor;
 6. luminaire details;
 7. contact person.
- (iii) To ensure that the installation will not interfere with ground use, maintenance or create a nuisance to the community, an inspection shall be made of the proposed site by a City Officer.
- (iv) Proposed facilities to conform with specifications laid down by the City's Technical Services Division.
- (v) Community usage of the lighting facilities is to be assured when not being used by the authorised Hirer.
- (vi) The Hirer to pay for electricity consumed and, for this purpose, a master meter and submeter will be installed on existing or future installations.
- (vii) Lights and fittings and all costs relating to their installation to be at the Hirer's expense.
- (viii) The City reserves the right at all times to determine the use of lighting erected on the City's property and such lights and fittings will become the property of the City.
- (ix) Hirers owning lights erected under prior agreements have the right of removal within three (3) months following their ceasing to hire the ground; that the Hirer concerned bear the full cost of removal and reinstatement of the reserve; that if at the expiration of the three (3) month period lights and fittings have not been removed, ownership shall revert, at the discretion of the Chief Executive Officer, to the City.
- (x) The City will carry out maintenance of lights and fittings, the cost being borne by the Hirer responsible unless such Hirer has the expertise to carry out these works to the satisfaction of the Chief Executive Officer.
- (xi) The insurance for public liability in respect of lights and fittings to be borne by the City.
- (xii) Where existing power supplies are insufficient for the proposed lighting, the cost of the supply of adequate power shall be at the discretion of the City.

(b) Lighting Management

When floodlighting is installed on reserves, an automatic switching device is to be included into the fittings.

On areas of a general sporting nature where a wide span of lighting is required, the lighting must be regulated to be switched off by 9.00pm.

25. Maintenance and Improvements

25.1 Improvements

- (a) Requests for upgrades and improvements for sporting facilities (e.g. storage facilities, canteens, practice facilities), are welcomed and should be forwarded to the Manager Parks and Property Services.
- (b) If a Seasonal Hirer wishes to lodge a grant application or development application etc for improvements to the City's Facilities they should, in the first instance, refer their ideas and/or requests to the Parks and Property Services Section. All additions and alterations e.g. to canteens, must have the prior consent of the City and, where required, a formal Development Application must be submitted.
- (c) All improvements must be built under the City's supervision, to the Australian Standards, the Building Code of Australia and to the City's satisfaction. All tradesmen working on the approved additions or alterations must be qualified and suitably insured, if the Hirers intent is to carry out improvements using volunteer labour or manage the project themselves. The tradesmen's licence number and details of their insurance cover (Public Liability and Worker's Compensation) must be supplied to the City prior to work being approved.
- (d) All improvements to Facilities become the property of the City and cannot be removed, except with the prior approval of the City.
- (e) Where illegal work is found, it will be removed or repaired by the City at the Hirers cost.
- (f) The investment of time and/or money into Facility improvement, e.g. to canteens, on the City's property by a Hirer, does not give the Hirer exclusive use or ownership of the Facility. All Facilities are for community use.

25.2 Building Maintenance

- (a) The City is responsible for the maintenance of the Facility. However, where the Facility is let to a Hirer, the Hirer will be responsible for costs or repair of any breakages that arise out of the Hirer's use.
- (b) Hirers are to ensure that the Facility is maintained in a clean and tidy condition at all times.

25.3 Public Toilets

The maintenance and cleaning of those public toilets located within parks and reserves, which are available for use by the general public, is the responsibility of the City. Such work will be carried out in accordance with the predetermined maintenance schedule.

25.4 Damage

- (a) All damage to City property, either deliberate or accidental, should be reported to the City as soon as possible, outlining full details of the incident.
- (b) The Hirer will be held liable for the full cost of repair or replacement of the damaged Facilities if it is found that the Hirer kept any money, valuables or portable items on site which, as the result of investigation, is found to have been the cause of damage to the premises by thieves or vandals.
- (c) A Hirer that is found to cause damage to a Facility either through misuse or allowing misuse of the Facility or equipment will have a penalty imposed, at the discretion of the City. The penalty may be a monetary penalty or loss of current and/or subsequent Facility allocation(s).
- (d) Where a penalty is imposed it must be paid by way of an increased hire charge for that season. Failure to pay any such penalty will lead to the Hirer forfeiting its hire rights to all City-controlled Facilities.

26. 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.

Hirers DO NOT have the right to approve the use of the grounds contrary to an instruction by the City's Authorised Person to close a Facility.

Any hirer using grounds whilst closed will be liable for the full cost of repairs and may forfeit their current and future hiring rights.

**GUIDELINES AND POLICY PROCEDURE FOR
PARKS, RESERVES & HALL FACILITIES –
CONDITIONS OF HIRE AND USE –
SEASONAL HIRE
POLICY NO 2.1.7**

1. Seasonal Hire

- (a) Allocation of parks, reserves and hall facilities to Seasonal Hirers

The following procedures shall be followed for the allocation of parks, reserves and hall facilities. Hirers may seek allocation of Facilities subject to the following conditions:

- (i) all fees are paid on a seasonal basis in line with the annual Schedule of Fees and Charges;
- (ii) all monies owing to the City are paid in full prior to commencement of each season. Failure to comply with these conditions may lead to the loss of field(s), open space or hall facilities allocation for current and future bookings;
- (iii) Hirers shall be liable for payment for all Facilities allocated to them, unless the City is notified to the contrary, in writing, within 21 days from the date of notification of allocations;
- (iv) preference will be given to local schools and to local clubs that have a majority of their members living within the Vincent area. Associations may cover the Vincent area wholly or partially;
- (v) new clubs applying for allocation must provide details of their membership, club history and proposed future use of parks, reserves and hall facilities. Such clubs may have special conditions attached to their allocation and must pay charges in full prior to use of any allocation;
- (vi) where the City rejects an application, the Hirer shall be notified in writing as to the reasons why their application was rejected;
- (vii) Hirers shall only use the Facilities for the agreed use, on the agreed dates and at the agreed times. Failure to comply with these conditions may lead to the loss of field(s), open space or hall facility allocation for current and future bookings; and
- (viii) clubs are to provide their match draws prior to the start of the season and these are to be submitted to the Parks and Property Services Administration Officer. However, the City recognises that the needs of the community and the types of sports played (and their requirements) can change over time and the City will endeavour to accommodate users and non-traditional users wherever possible.

(b) Sub-Letting

No Hirer shall sub-let a Facility to any third party without the prior approval of the City. Other Hirers will be required to fill out the necessary forms and pay the City the required fees for the use of the Facility. *This clause includes fields that are 'leased' to clubs and includes sub-letting fields for state matches, international matches, demonstration or social games. A separate casual booking and payment of fees will need to be completed and approved by the City.*

No use of the Facility is allowed outside the times allocated by the City (and the Hirer) on the Booking Confirmation Form. The City retains the right to hire Facilities outside of the times and day, allocated to the Seasonal Hirer.

(c) 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.

(d) Allocation Conflicts

Where more than one Hirer applies for the use of a Facility, and there is a conflict in the requested days and/or times, the City will resolve the conflict as follows:

- (i) preference will be given to the user that has traditionally had the Facility at the disputed time/day;
- (ii) where there is an ongoing issues, a meeting will be facilitated between the affected Hirers to determine if a solution is possible; and
- (iii) if no solution can be facilitated between the parties, the City will make the final decision and no other correspondence will be entered into the matter.

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 summer season is deemed to be the period between 1 October and 31 March; and the winter season between 1 April and 30 September. Bookings will not be made for the last two (2) weeks of each season to allow for ground renovations and for the changeover of specialised services (e.g. goal posts).

- (c) The granting of seasonal use rights shall be at the City's sole discretion.
- (d) When assessing applications for seasonal hire, the following factors shall be taken into account.
 - (i) school's location;
 - (ii) resident membership of club/organisation;
 - (iii) participation trends;
 - (iv) the sustainability of the club/organisation;
 - (v) prior history of association with the City of Vincent;
 - (vi) capacity of Facility to cater for participant numbers;
 - (vi) suitability of the Facility for the proposed hire.
- (e) All use of sports grounds, change-rooms and floodlighting, if applicable, shall cease by 10.00pm, unless otherwise approved by the City.
- (f) The Hirer shall be responsible for the marking of the sportsground. The marking materials proposed shall be in accordance or as approved by the Manager Parks & Property Services.
- (g) 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.
- (h) 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.

Casual Bookings

- (a) Applications may be submitted for the casual hire of active recreation areas.
- (b) Casual bookings shall be made with the Halls and Reserves Booking Officer and may be granted, subject to availability.

2. Payments

- (a) Before the City finalises allocations each season, all-outstanding accounts due from Hirers (from the previous season) must be paid or adequate arrangements made. Continued failure to pay by the due date will jeopardise the allocation of fields and the ongoing tenure of Hirers.
- (b) Overdue accounts will attract an interest charge.

- (c) Direct Debit accounting facilities have been organised with the City's financial institution to aid in streamlining the invoicing of Seasonal Hirers. All Seasonal Hirers will be issued with the Director Debit Forms (DDF) at the beginning of each season and confirmation of hire documents will not be returned to the Hirers until the DDF are returned to the City.

3. Bond

- 3.1 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".

Seasonal Hirers are required to pay the following bonds:

- (a) Key Bond – for each key required to open the Facilities e.g. toilets, canteens and change-rooms.

4. Other Activities

- 4.1 A number of other activities are carried out within the City's parks, reserves and hall facilities, including cultural festivals, special corporate events, filming, wedding photography and/or ceremonies, community and City activities. It is intended that these users be included in the hiring arrangements.
- 4.2 These "Other Activities" may necessitate the reallocation of Seasonal Hirers and the City will endeavour to:
 - (a) limit this occurrence; and
 - (b) advise the Seasonal Hirer at the beginning of the season when these required events are schedule to occur.
- 4.3 A fee scale is prescribed by the City for the hiring of active and passive space, for any of the above uses.