

TEMORA SHIRE COUNCIL



TEMORA

The Friendly Shire

RIGHT OF USE AGREEMENT FOR SPORTING FIELDS

ACTIVE

Review Details

ABOUT THIS RELEASE

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1 What Is Right Of Use (ROU)?

The aim of this policy is to provide for the organised, regulated and coordinated use of all Council administered sporting and recreational facilities.

Growth within the Shire population has increased involvement in many sports. This has seen greater demand for use of sporting facilities and it is a Council priority to ensure that the whole community are catered for under the Right of Use Program.

All organisations desiring the regular ongoing use of Council facilities are required to enter into a Right of Use Program and abide by the Terms & Conditions as contained within this policy.

The Right of Use Program **DOES NOT** constitute a **LEASE** and does not provide exclusive use of sporting facilities. Clubs who hold a current lease should note that the lease agreement generally covers the built premises, the playing fields and surrounding area and that use **MUST** be approved by Council.

The allocation of Councils sporting fields and facilities will be on the basis of user needs and availability of facilities. Council has the authority and ability to offer use of the facility to any eligible organisations at other scheduled times, after consulting the ROU user and without recourse to the ROU users.

Council does acknowledge that some fields and facilities have a Recognised Primary User. The specific fields and facilities with their relevant primary user are shown in Table 1.

Field or Facility	Recognised Primary User
Recreation Ground	Temora Rugby Union Club
Temora West Soccer Ground	Temora United Soccer Club
Nixon Park #1	Temora Aussie Rules Football and Netball Club (winter)/Little Athletics and Temora and District Cricket Association (summer)
Nixon Park #2	Temora Rugby League Football Club (winter)/Temora and District Cricket Association (summer)
Bob Aldridge Field A	Temora Schoolboys Rugby League Football Club (winter)/Temora Touch Football Association (summer)
Bob Aldridge Field B	Temora Schoolboys Rugby League Football Club (winter)/Temora Touch Football Association (summer)
The Oval	Temora and District Cricket Association (summer)
Ariah Park Recreation Ground	Northern Jets Football and Netball Club (winter)/ Temora and District Cricket Association (summer)

Table 1: Recognised Primary User and relevant field or facility

If another organisation wishes to use a particular field or facility that has a recognised primary user, the organisation must consult with the primary user before applying to Council to use the field or facility.

Organisations which do not have annual or seasonal approval for usage from Council shall not be entitled to use the facilities until approval is granted and written confirmation received. Should approval be granted for a ROU, this permission does not encompass any other statutory or Local Government approvals and/or requirements relating to the property.

For the purposes of the ROU approval, the area covered/requested will include all playing fields and ancillary infrastructure associated with that activity. This may include amenity blocks, seating, dugouts, car parks etc. The area will generally not include generic park infrastructure such as BBQ's, children's playground etc.

2 Eligibility

2.1 For a club/organisation to be eligible to participate in the Right of Use Program it must:

- a. Be a not-for-profit community based organisation incorporated under the Associations Incorporations Act and/or the applicant has appropriate status under other legislation acceptable to Council; and
- b. Draw the majority of members from within the Shire boundaries.

2.2 Appropriate documentation providing proof of incorporation must be submitted with any ROU application (excluding schools). Applications from organisations that are not incorporated will not be considered.

2.3 Council requires the following information on an annual basis in order to evaluate ongoing strategic planning for sport & recreational in the shire:

- a) the number of playing members
- b) the number of teams and team classifications, and
- c) member's postcodes.

2.4 A copy of the Certificate of Currency (not Tax Invoice) confirming Public Liability Insurance is to be submitted with the ROU application. The policy is not to be less than \$20 million (refer to Clause 7.1). No ROU requests will be confirmed until ALL paperwork is received and all criteria addressed correctly.

3 Fees & Charges

3.1 A fee for the annual/seasonal use of Council sporting fields and recreational facilities is applicable. This fee is determined by Council, subject to variation on an annual basis and applies to each individual facility required (for example if your club utilises two separate facilities then two separate fees will apply).

The annual fee will have a usage and capital renewal component (see Clause 10.4). Charges are levied in accordance with Council's Fees and Charges Schedule. The schedule is reviewed annually and is available on Council's website.

- 3.2 Additional fees or charges may be incurred if Council deems that inappropriate use of the facility is occurring or terms & conditions are not adhered to (as outlined in this policy).
- 3.3 A bond may be required against damages/rubbish removal if the club/organisation have previously littered or left the ground in an unacceptable condition. The bond will be assessed on a case by case basis.

4 Booking Conditions

- 4.1 Clubs **MUST** specify exact time, day and dates, which facility is being used and what it is being used for (e.g. training, competition, carnival, club event etc). If the draw has not been completed at the time of ROU allocation, a general request is to be submitted and must include the date that the competition draw details will be available. It is the responsibility of the club/organisation to re-submit appropriate paperwork confirming **ACTUAL** field usage as per the competition draw.

- 4.2 Clubs/organisations must advise which facility/field they would like. Where possible these are included with ROU paperwork or are available on request.

Users **MUST** use the allocated facility/fields even if it appears that another field is available at the time requested (e.g. it may have been recently sprayed with herbicide and would be dangerous to play on).

- 4.3 Clubs/organisations must supply a full list of daytime contact details for issues relating to ROU, leasing, club activities, use of club facilities, and proposed ground maintenance requirements etc. The club is responsible for advising if these contact details change during the year. Contact must be daytime telephone details only.

- 4.4 Clubs do not have the authority to approve use of the fields for other user groups. All user groups must apply for use through Council's ROU policy Program Please note the majority of sports clinics are deemed to be commercial in nature and approval will only be given if it is part of the Clubs development program, or if the activity is being run by a sporting club that meets the ROU terms & conditions and all net profits collected return to the club.

- 4.5 A Major event will take priority over any ROU permit. Council will liaise with clubs regarding usage, field closures and assist where possible in finding alternate venues.

- 4.6 Clubs are required to seek Council approval for the staging of **ALL** major/significant events including but not limited to National, State or Regional titles, carnivals, semi and grand finals etc the club/organisation must:

- a) Submit a request in writing to Council; and
 - b) Liaise with any other user groups that may be affected by the event. Additional information, requirements and charges may also apply for such events.
- 4.7 Council must be advised of any alterations or cancellations to bookings (e.g. usage times and dates as soon as possible. Additional bookings may have been made for use of the grounds by other users thus impacting use.
- 4.8 Field/facility renovation requirements will take priority over any ROU. Council will where possible endeavour to work in with Clubs/organisations to schedule maintenance around competition dates.

5 Usage Conditions

- 5.1 All unsecured equipment is to be removed upon completion of activities
- 5.2 No disturbance of the ground or erection of fixed or temporary improvements are allowed without prior written Council approval.
- 5.3 Car parking is to be confined to designated parking areas. Unauthorised vehicles are not permitted to be driven or parked on Council open space (parks) at anytime. Vehicular access or parking is not permitted on any grassed areas without prior Council approval (with the exception of emergency vehicles). Vehicle access and parking by grounds curators attending to playing surfaces on behalf of a Temora sporting club are authorised by Council, when fields are open.
- 5.4 Amenities blocks leased to local sporting clubs, must be inspected prior to each activity, to ensure the safety of the users. The club/organisation must advise Council of any damage.
- 5.5 Glass containers of any type are prohibited.
- 5.6 Any damage caused wilfully or accidentally is the responsibility of the approved user at the time and Council reserves the right to recover financial costs associated with such damage.
- 5.7 Full compliance with all relevant Council and State legislation is required.
- 5.8 Full co-operation with other users is required.
- 5.9 Additional conditions specific to the field/facility may be included within the confirmation letter.
- 5.10 Prior to each competition day, inspect the facility for any defects to ensure the safety of the users. The club/organisation must advise Council of any damage, unsafe areas or defects.
- 5.11 A meeting be convened in March each year if required with the users groups of Nixon Park 1 & 2 to resolve any possible clashes of dates.

- 5.12 In the event of clashes of dates in relation to Nixon Park 1 & 2 Aussie Rules will take priority on Saturdays and Rugby League priority on Sundays. If a compromise cannot be reached between the two respective clubs it must be referred to the sports council within two weeks of the date in question, for final resolution.
- 5.13 Two members of each sporting group's user executive are required to attend these meetings.
- 5.14 All users of Council's sporting fields must be current financial members of the Temora & District Sports Council.

Adjustments (temporary) to grounds requested by Clubs shall be considered by Council and performed at Club's cost.

6 Liquor Permits

- 6.1 All liquor permit applications (new/renewal) require Council's endorsement prior to lodging the application. To obtain endorsement, contact Council's in writing by either email or by letter
- 6.2 Clubs/Organisations must comply with the conditions, responsibilities and obligations of their respective licences.

7 Public Risk/Liability

- 7.1 Organisations wishing to utilise Council, administered facilities must hold a Public Risk /Liability Policy of not less than \$20,000,000. This policy must also indemnify Council.
- 7.2 Council has statutory control of the fields not the club or organisation that has the ROU. Any use of the field or facility must be approved by Council to ensure that the club does not have legal liability exposure. Should the club or organisation approve use of the field or grounds to another group, they may be liable for any accident or injury that occurs. The club would also be responsible for any additional cost of cleaning charges that may result if the grounds were left in an unsatisfactory condition. To avoid this responsibility, clubs must ensure that all grounds are booked through Council.

8 Field Closure

This section is intended to apply in situations where Council's sportsgrounds are affected by weather conditions, and the decision to play or train on sportsgrounds adversely affected may cause damage to the playing surface or the safety of the users. For the purpose of this policy, damage is defined as impact on the field that are beyond normal wear and tear.

This section allows for the implementation of a standardised process for assessing the suitability of grounds for playing when impacted by weather

conditions with direct involvement of Council. This will increase the transparency of the process for all users and stakeholders, thus assisting to manage the impacts for other organised and passive usage, and address risk management and safety of all users.

- 8.1 Due to inclement weather, Council officers may recommend closure of any or all of Council controlled sporting fields. This is due to the likelihood that training or play will cause damage to the surface of the sportsground.

This section applies to the following fields:

- Recreation Ground
- Soccer Ground
- Nixon Park #1
- Nixon Park #2
- Bob Aldridge Field A
- Bob Aldridge Field B
- The Oval
- Aria Park Recreation Ground

The decision to confirm sporting field closure will be made by Council's Urban Overseer, or their delegate, in consultation with Temora and District Spts Council and users concerned. The factors that will be used to determine closure are:

- Surface water present, visible puddling of water on the field
- Water rises to the surface due to walking on the field
- Ground saturation
- Surface is slippery to walk on, or grass dislodged easily
- Safety and the potential for injury to users
- The sport played and the potential for damage to the playing surface
- Heavy and/or consistent rain occurs immediately prior to or during training or play
- Any other safety issues in response to the judgement of the Urban Overseer or their delegate

The decision of the Urban Overseer or delegate is final.

Responsibility for determining ground closures including what areas and for what period remain the responsibility of Temora Shire Council and this decision will be made, where possible, two days prior to the planned activity.

- 8.2 ***Notification of field closures and openings will be placed on Council's Website and/or Council's social media (Facebook page). Responsibility is placed on schools and organisations to check the website or Facebook page. Closure periods are defined by date and time.***

- 8.3 If fields/facilities have been closed due to wet weather, maintenance or major renovation work, this information is available on Council's website and/or Facebook page, to receive up to date field closure advice.

Arrangements to move the location of games, carnivals or training to another location is at the discretion of organisations, subject to the approval of Council if the alternate location is also owned by Temora Shire.

- 8.4 Council may also elect to close any field/facility for an extended period of time in order to conduct rectification or renovation works. Written notification will be sent to each approved user group. Failure to adhere to the closure may result in the organisation being held responsible for repair costs.
- 8.5 If Council closes a field due to renovation, maintenance or wet weather, NO ACTIVITY will take place. Signs may be erected around the perimeter of the fields and should not be removed under any circumstances.
- 8.6 Should clubs/organisations/schools elect to disregard Council's recommendation and proceed to conduct activities on the subject field, they will incur a fine, and be required to pay the costs associated with repairing damaged playing surfaces. The offending club/organisation/school will lose access to all Temora Shire sports fields for the remainder of the season.

The procedure for fining sporting clubs, schools or user groups shall be as follows:

Council will:

- Inspect and photograph the damaged grounds.
- Establish culpability in consultation with, the sporting club, school or user group.
- Determine the fine based on the cost to restore the facility.
- Issue a fine in writing to the offending facility hirer.

If the fine is not paid the offending sporting club, school or user group will not be allocated any future use of Temora Shire Council's facilities.

If a club/organisation chooses to disregard Council's Field Closure advice it will also be liable for damages claim or for personal injury, or property damages claim. It is recommended that:

- a) they ensure that their Public Risk Policy of no less than \$20,000,000 is still valid regardless of Council's recommendation for field closure;
- b) they make regular assessment of the field and cease activities if damage is occurring and/or the conditions pose a risk to the safety of players, officials or spectators.

If there is dispute with regard to the closure of a ground, the sporting club, school or user group will refer the dispute to the General Manager of Temora Shire Council, in writing for determination. The General Managers decision shall be final.

9 Cleaning & Litter Control

- 9.1 Organisations approved ROU for Council administered sporting and recreational facilities are responsible for the removal of all rubbish generated as a consequence of their activities and use of the site, irrespective of the origins of the litter.

- 9.2 All facilities utilised by approved organisations, including playing surfaces, amenities blocks, footpaths and roadways are to be left in a clean and tidy condition by 8.00am on the following day.
- 9.3 Should the facility in question and/or its surrounds remain in an unacceptable condition after this time, Council will attend to the matter directly and the cost associated with the clean up will be charged to the organisation.
- 9.4 The club/organisation/school is responsible for providing any additional waste bins for carnivals and special events conducted by the club/organisation/school.

10 Field Lighting

- 10.1 All sports ground lights are to be turned off no later than by 10pm, unless prior written consent is obtained through Council.
- 10.2 Maintenance of the lighting shall be coordinated through Council and shall be at the discretion of Council depending on fund allocations and resource availability. Any damage, faults or operational issues should be promptly report to Council on 69801100 for appropriate action.
- 10.3 The costs for electricity are met by the users of the field. In most cases the costs for electricity will be in the name of the primary user group of the venue. In cases where there are multiple users groups, it is up to the groups in liaison with Council to ensure the cost of lighting are shared appropriately.
- 10.4 Each Club/organisation will pay a Capital Maintenance Fee (CMF), which will be placed in a reserve account by Council to fund future maintenance or upgrade of the lights regardless on what ground the funds are collected. The CMF will be determined by Council yearly when presenting its annual budget. The CMF is additional to any payment for electricity usage or sporting field annual charge.

11 Capital Improvements

- 11.1 Improvements to buildings, lighting or the construction of new facilities may require the club/organisation to meet the full cost of the improvement. The monies may be raised over a number of years or Council may offer to assist the club/organisation through a no interest loan, which is required to be repaid over a specified time period.
- 11.2 Once the improvement or new facility is constructed it remains the property of Council and Council is then responsible of maintenance the facility.
- 11.3 The Capital Maintenance Fee, specified in 10.4, will be placed in a reserve account by Council to fund future maintenance or upgrade
- 11.4 The Capital Maintenance Fee will not be used for maintenance to playing field surfaces, or ground maintenance.

12. Advertising

- 12.1 Clubs/organisations must obtain approval from Council for all signage that they wish to display within a Council Sporting Field. All signage must conform with Planning scheme requirements, Council's Local Laws and Council's Signage Policy. Sponsorship advertising is only permitted during the approved ROU period and subject to Council approval. The advertising (maximum single face area of 2.5m²) is attached to the perimeter fence facing inwards to the relevant field/placing surface and is secured to ensure public safety.
- 12.2 To gain approval you will need to write to Council. The application is to include a plan detailing the location, type, size and content of the proposed advertising sign/device.
- 12.3 If you have any questions in regards to signage or would like assistance completing the application form please contact Council's Department of Environmental Services.
- 12.4 No literature, posters, handbills, signs etc are permitted to be distributed, displayed or affixed on or over roads, poles, buildings or fences in the Shire without specific prior approval.
- 12.5 For further information regarding advertising please contact Council's Department of Environmental Services.

13 Noise

- 13.1 Clubs/organisations must ensure that the use of the facility does not cause annoyance to the surrounding neighbourhood by emission of noise from sporting functions, rowdy behaviour or any anti social behaviour by persons associated with the club/organisation.
- 13.2 The use of sound amplification equipment must not produce a volume of sound other than is reasonably necessary for the hearing and enjoyment of persons at the facility ensuring that it does not disturb neighbouring residential properties. The use of sound amplification equipment shall be subject to the terms and conditions of all relevant Council and State legislative provisions. For further information regarding noise conditions please contact Council's Department of Environmental Services

14. Keys

- 14.1 Council will supply and fit locks to all facilities used by the public, such as toilets. The locks will be on Council registered key system and not able to be duplicated.
- 14.2 Each Club/organisation will be supplied with two keys for use by the club/organisation executive. The executive will be responsible for the safe keeping of the keys.

- 14.3 Request for additional keys will be at a cost of \$50 per key and require one of the executive to accept responsibility for the key/s. Replacement of lost keys will incur a fee of \$50
- 14.4 After any change of club executive, it is the responsibility of the new executive to advise Council, who is responsible for the keys.
- 14.5 The club/organisation is able to put their own locks to non public areas, such as canteens, store rooms, but are required to advise Council who has access to these areas, if at any stage Council requires access for maintenance reasons.

15 Termination of Permit

The General Manager or Authorised Person, after reporting to Council, may cancel an organisation's approved Right of Use with 28 days notice for reason of: -

- a) non-compliance with any of the conditions contained within this ROU agreement.
- b) and/or any other reason deemed to be of significant importance in the best interests of the Council and/or the community

Should Council cancel a Club's approved ROU Permit for whatever reason whatsoever then the Club has no right of recourse in relation to the cancellation either at law or in equity.

16 Contacts, Roles & Responsibilities

Position: Parks Booking Officer
Phone 698901100
Email nbonny@temora.nsw.gov.au

Position: Director of Administration
Phone 69801100
Role: ROU enquiries
Email sfirth@temora.nsw.gov.au

Position: Urban Overseer
Phone: 69801100
Email: ccampbell@temora.nsw.gov.au
Role: Responsible for liaising with organisations in regards to sport and recreation issues throughout the Shire. General field/facility enquiries & maintenance.

Position: Director of Engineering
Phone 69801100
Role Responsible for major maintenance items, such as light replacement, etc
Email nogilvie@temora.nsw.gov.au

Alternative write to:

General Manager
Temora Shire Council
105 Loftus Street
Temora NSW 2666

**TEMORA SHIRE COUNCIL
APPLICATION TO USE COUNCIL'S SPORTING FIELDS/POOLS
AND
ASSOCIATED FACILITIES**

We, the _____
(Name of organisation/school)

of _____
(Address of organisation)

being involved in _____
(Type of sport)

and incorporated under _____
(Type of Statute, eg. NSW)

wish to make an application to use _____
(Council's facility)

The competition(s) that we are competing in are conducted by _____

(Name of association etc)

We apply to use the facility on the following days and times, under the direction of our organisation for:-

	<u>*Day</u>	<u>Time</u>
Competition	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____

* (or nominate block period)

Form No RM - PG 03

CONDITIONS OF USE

We agree to the following conditions being met and fulfilled by our organisation:-

1. The sporting club must present to Council evidence of a current public liability policy with a minimum cover of \$20 million (attach photocopy).
2. Sporting bodies and schools are to make all pre-practice and pre-game inspections and decisions on the fitness for use.
3. Sporting bodies and schools must inspect facilities for safety prior to use.
4. Any unsafe facilities/grounds should not be used, and should be reported to Council immediately (including written communication).
5. No unauthorised vehicles are to be driven on the grounds.
6. Grounds are to be left in a clean and tidy condition.
7. Amenities blocks are to be left in a clean and tidy condition.
8. Grounds are not to be used if wet and it is considered that undue damage could be caused to the playing surface.
9. Council's decision will be final on the allocation of facilities.

USE OF SWIMMING POOLS

10. Two (2) lifeguards must be appointed when using Councils Pools and be on duty. These persons must be accredited with a Bronze Medallion or Pool Lifeguard Licence.
11. Appointed lifeguards must be inducted as to the location of
 - A- First Aid Kit
 - B- Oxygen Equipment
 - C- Stretcher
 - D- Contact with Pool lifeguard for emergencies
 - E- Location of Blue Zone

**IMPORTANT: Persons who are not capable swimmers are to be supervised at all times in the blue zone of the pool (.9m area)
It is the responsibility of the user to identify those persons.**

NB: Please keep attached copy of completed form for your records.

(Signature of Hirer)

(Position)

(Date)