



## HIRE OF PLAYING SURFACES POLICY

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## HIRE OF PLAYING SURFACES POLICY

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## HIRE OF PLAYING SURFACES POLICY

### 1.0 DEFINITIONS

The following terms are used throughout this policy:

**Casual hirer:** a club, group or individual that hires a playing field on a one-off basis or for a regular event, which occurs no more than three times per annum

**Cloudmaster:** The floodlighting and irrigation control system installed at Council sporting facilities

**Club:** (includes associations): a group of people organised into a recognisable not-for-profit body to administer the playing of sport (Does not include fitness trainers)

**Council:** Liverpool City Council and its staff

**Existing Hirer:** A seasonal hirer who used the playing surface in the previous corresponding season. (added to recognize previous use as a preference when allocating playing fields)

**Fitness trainer:** any person or people involved in administering a business involving the instruction of physical activity to individuals and/or groups (includes group exercise leaders and personal trainers)

**Hirer:** (includes new hirers): a club, group, private sports provider or fitness trainer that uses a playing surface on a seasonal basis

**Not-for-Profit Sporting Organisation:** any sport services provider holding a "Certificate of Incorporation" under the NSW Association Incorporation Act 2009 regulated by NSW Fair Trading

**Passive recreation areas:** areas of public reserve where there are no facilities for sport to be played (changed to reflect the provision for organized sport which reflects Council's intention for the use of the space rather than current activity) or where Council has developed facilities for other leisure opportunities

**Playing Surfaces (term broadened to include sporting surfaces such as tennis courts and netball courts):** areas of public reserves where organised sports are played on facilities designed for sporting use

**Preferred hirer:** a club recognised by Council as having an established usage pattern on a playing field and who have contributed substantially to upgrading and/or improving that playing field and its amenities

**Private Sports Provider:** any sport services provider not holding a "Certificate of Incorporation" under the NSW Association Incorporation Act 2009 regulated by NSW Fair Trading. (A private soccer academy would be an example of a private sports provider)

**Special event:** any activity that involves people from organisations, clubs, competitions and/or associations from a larger catchment or higher level of competition and that is likely to generate a demand for facilities/services (e.g. noise attenuation, toilet facilities, waste

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collection, lighting, car parking and traffic, field preparation etc.) above that provided for weekly competition and training

**Weekly competition and training:** activities associated with an organisation's/club's involvement in the competition/association to which it belongs. This includes the end-of-season club/organisation awards but does not include a Special Event

### 2.0 POLICY AIMS AND OBJECTIVES

2.1 The aim of this document is to provide hirers with a clear policy for the hiring and use of Council's playing surfaces.

2.2 This policy applies to all playing surfaces, outdoor netball and basketball courts and passive parks used by fitness trainers or private sports providers within the boundaries of the Liverpool Local Government Area. A list of sports venues is included in Appendix A of this policy.

2.3 The objectives of the policy are to:

- a) Establish guidelines for the allocation of playing surfaces to local community sporting bodies, casual hirers, private sports providers, fitness trainers and schools;
- b) Set out conditions of use for playing surfaces.

### 3.0 LEGISLATIVE REQUIREMENTS

*Local Government Act 1993*

### 4.0 POLICY STATEMENT

#### 4.1 Area of application

4.1.1 Liverpool City Council has numerous sporting facilities which are used for a variety of sports, including soccer, rugby league, netball, softball, cricket, baseball, rugby union, athletics, hockey, BMX, touch football, oztag, gridiron, personal training and Australian Rules football. Other facilities include those for archery, water skiing, dog training, basketball, swimming, skateboarding and model car racing.

4.1.2 All hirers using a sporting surface, amenities or passive park under a seasonal hire agreement, licence agreement, lease or casual hire are required to abide by the conditions set out in this policy.

#### 4.2 Season determination

4.2.1 **Summer Season – 1 September to 28 February inclusive:**

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To allow pre-season training and playing of end-of-season competitions, the following procedures will apply:

- 4.2.1.1 Summer pre-season training may commence from the first week in August but is subject to and conditional upon the requirements of the winter hirers' end of season competition;
- 4.2.1.2 No games can be played in August other than trials or special events;
- 4.2.1.3 Council must be advised of dates in writing four weeks prior to proposed usage
- 4.2.1.4 End-of-season games (final series) can be played during March and will have priority over winter sports, where multi-purpose fields are involved
- 4.2.1.5 All deferred games during the regular season, including wet weather games, must be played before March 1.

### 4.2.2 Winter Season – 1 March to 31 August inclusive:

To allow pre-season training and playing of end-of-season competitions, the following will apply:

- 4.2.2.1 Winter pre-season training may commence from the first week in February but is subject to and conditional upon the requirements of the summer hirers' end of season competition
  - 4.2.2.2 No games can be played in February other than trials or special events.
  - 4.2.2.3 Council must be advised of dates, in writing, four weeks prior to proposed usage.
  - 4.2.2.4 End-of-season games (final series) can be played during September and will have priority over summer sports, where multi-purpose fields are involved
  - 4.2.2.5 All deferred games, including wet weather games, must be played within the season. Rescheduled games must be played before September 1.
- 4.2.3 All hire is on a seasonal basis unless a specific agreement has been entered into between Council and the preferred hirer.

### 4.3 Allocation of playing surfaces and conditions of hire

The following procedures will be followed for the allocation of playing surfaces:

- 4.3.1 Application forms for playing surface hire will be distributed to all hirers (including preferred hirers) by Council's Recreation Team.
- 4.3.2 Allocation of playing surfaces will be based on applications completed and submitted before the indicated cut-off date. Applications (including those from preferred hirers) made or submitted after this date may not be considered or may be

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given lower priority than those applications submitted on-time. No allocation of playing surfaces can be made to prospective hirers (including preferred hirers) who do not submit an application form.

4.3.3 The usage patterns of the previous season will be considered when allocating sporting surfaces, however Council reserves the right to introduce a new user group to a venue to ensure optimal usage of community facilities.

4.3.4 In order to apply for the seasonal allocation of playing fields, all hirers must:

4.3.4.1 Estimate their membership for the upcoming season;

4.3.4.2 Secure a post office box for all official correspondence, and provide contact telephone numbers (mobile numbers preferred) for two main contacts;

4.3.4.3 Provide two e-mail addresses that are checked regularly;

4.3.4.4 Have read and be familiar with this policy;

4.3.4.5 Provide appropriate coverage of public liability insurance, minimum of ten million dollars (\$10,000,000) per claim (a copy of a current policy is essential – hirers will not have access to a sporting facility until evidence of adequate insurance is produced);

4.3.4.6 Ensure all outstanding accounts with Council have been paid and any disputes resolved (fields will not be allocated to hirers with outstanding fees or unresolved disputes);

4.3.4.7 Obtain the appropriate licence(s) from the Liquor Administration Board, if required; and

4.3.4.8 Ensure NSW smoking laws and Council's No-smoking Policy for all Council owned buildings is adhered to (refer to point 4.46.2).

4.3.4.9 Where electricity is used, a utilities payment will be charged (as per Council's current Statement of Revenue Policy);

4.3.4.10 New hirers applying for seasonal use of playing fields must provide details of membership, club history, financial status and proposed future use and development (it is important that new sporting club do not have unrealistic vision of what the ground allocated will become in the future having this conversation at the beginning of a hiring relationship with council can prevent problems in the future) of playing surfaces. Any special conditions must be requested on their application form. All hire charges for the initial season must be paid in full, prior to the first use of the allocated grounds.

4.4 Preferred hirers will be considered favourably by Council when Council allocates playing fields at the start of each season. Preferred hirers will retain their status as preferred hirers subject to the following conditions:

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- 4.4.1 All fees are paid within 28 days of receiving an invoice for use, in line with Council's annual fees and charges;
- 4.4.2 Preferred hirers should make sure all application documentation is complete and accurate;
- 4.4.3 Hirers wishing to apply for preferred hirer status should submit a written application outlining details of the hirers' contribution to a significant upgrade of the playing fields and its amenities, details of established patterns of usage, membership details and financial details, to Council's Recreation Team; and
- 4.4.4 Preferred hirer status can only be obtained by clubs, not by private sports providers.
- 4.5 Playing fields will only be allocated to hirers who have a majority of their members living within the Liverpool LGA.
- 4.6 Council may enter an arrangement where the governing Sporting Association will be the hirer for the purpose of this policy with the right to allocate playing surfaces to clubs within their association according to an appropriate draw. The sporting association will be bound by the terms of Council's Hire of Playing Surfaces Policy and allocation of grounds to clubs from outside of the Liverpool LGA must have Council approval before allocation is made (refer to point 4.14). Council will have the right to review the allocation if a dispute between a club and the association occurs.
- 4.7 Council must be notified, in writing, of any changes to a hirer's application within seven days following the date of notification of field allocations. Hirers will be liable for payment for all fields allocated to them and associated charges, unless Council has received within the above seven day period notification that the playing fields allocated are no longer required.
- 4.8 Council must be notified immediately of changes to a club or hirer's contact names, telephone numbers and e-mail details.
- 4.9 Use of playing fields by the hirer is prohibited outside the times and days nominated by the hirer and approved by Council. Council retains the right to hire playing fields outside times and days nominated by the hirers (refer to point 4.45). Council must be notified at the commencement of the season of any special events including registrations, presentations, knockouts etc. (refer to point 4.42). Requests to Council for pre-season training periods must be made, in writing, four weeks prior to the intended use date.
- 4.10 Where an application is rejected by Council, the prospective hirer shall be notified, in writing, with an explanation for the rejection.
- 4.11 Council reserves the right to terminate its agreement with a hirer without notice, if Council has determined that the hirer has failed to comply with the reasonable direction of Council staff, or it has breached industry standards stipulated by a governing body, including but not limited to Fitness Australia (refer to 4.21) and current Child Protection and working with children regulations. A hirer whose permit has been terminated or application refused can appeal in writing to Council.

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- 4.12 Council may allocate two or more hirers to a playing surface.
- 4.13 It is the responsibility of hirers to co-exist amicably at a site. Should a situation arise where there is a communication break-down between hirers, Council will offer to mediate at a meeting where both parties will be invited in an attempt to resolve the situation. Should a situation where hirers can share a site be deemed unachievable by Council, each hirer will receive a written warning that its hire agreement will be terminated should the conflict continue. Termination of hire agreements for one or both hirers may occur should an amicable arrangement be unobtainable. In completing a seasonal hire application form, the hirer acknowledges this fact and indemnifies Council against any legal action.
- 4.14 No hirer (with the exception of Organisations covered by point 4.6 or where a Licence Agreement enables reallocation) can give permission to use a playing field or amenities to third party. Organisations able allocate to a third party user must notify Council prior reallocating the playing surface.
- 4.15 Use of playing fields by the hirer is also subject to the conditions set out by their association or governing body. Failure to adhere to association or governing body standards may result in the termination of hire.
- 4.16 A hirer has preference over all other park users, including the general public, in their allotted time. Reasonable care must be adhered to in regards to removing another park user. This clause is only applicable when the hirer is actively using the site.
- 4.17 If hirers have to co-exist at a site, clubs will have preference at that site over all other hirers in the event of competition games, gala days, carnivals and training.
- 4.18 In the event that multiple applications are received for a single ground for seasonal hire, a community club will have preference over all other hirers (fitness trainers, private sports providers and casual hirers). Council's Sports Development Officer will contact both hirers to attempt a mutually beneficial arrangement for ground use. Should such arrangement not be reached, the club will have preference according to their seasonal hire application.
- 4.19 Any applications received after the due date specified on the seasonal hire application form may be given lower priority, including preferred hirers.
- 4.20 All seasonal hirers are required to become accredited by the Good Sports Program from 1 September 2010, unless informed by Council they are exempt. The Good Sports Program is a State Government Initiative assisting sporting clubs to become safe, healthy and family friendly members of the community through responsible service and consumption of alcohol. It is an initiative of the Australian Drug Foundation supported by Council and the NSW Roads and Traffic Authority.
- 4.21 Fitness trainers hiring a sporting ground in Liverpool must register with Fitness Australia and abide by the industry standards and code of ethics set by Fitness Australia.



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- 4.22 Fitness trainers are permitted to hire a ground for no more than six hours per day; and may be required to work in with the needs of a community sporting club or share with another fitness group.
- 4.23 When requesting changes to floodlighting access, an amended Cloudmaster application form must be lodged with at least five working days prior notice.
- 4.24 Private Sports Providers are required to provide to Council evidence of Public Liability Insurance, Personal Accident Insurance for participants, and Worker's Compensation Insurance for the program operators.
- 4.25 If a standard football field is to be divided into a mini-field using permanent fittings, Council permission is required.
- 4.26 Council will consult with hirers who maintain sensitive sporting surfaces, such as turf cricket wickets, before granting casual or school use.
- 4.27 Council will provide the first line marking of the new season if requested, unless otherwise stated in a lease or licence agreement. It is then the hirer's responsibility to continue with regular marking.

### **4.28 Fees and charges**

Council's fees and charges applying to all bookings for the use of Council's playing surfaces will be adopted annually through Council's Statement of Revenue Policy.

- 4.28.1 Charges for the hire of playing fields will be on a seasonal basis unless a licence agreement or lease, formalised between Council and the hirer states otherwise.
- 4.28.2 Full sized fields that are being used for a single mini-field will be charged for the hire of the full sized field.
- 4.28.3 Special dates requested by hirers (registration, presentations, special events etc.) may incur fees payable to and determined by Council for cleaning, rubbish removal and electricity expenses incurred.
- 4.28.4 A distinction will be made between fees and charges for Not-for-Profit incorporated bodies and private sports providers. Where the status of a sporting organisation is disputed the Australian Sports Commission recognition process will be used.

### **4.29 Electricity**

- 4.29.1 A utilities charge (as per Council's Statement of Revenue Policy) will be invoiced to hirers and will cover the use of utilities at playing fields and their amenities, unless otherwise stated in a Licence agreement or lease.

(Note: where the hirer is billed directly by the electricity supplier. Such accounts should be paid promptly to ensure continuation of supply. Other hirers will be billed by Council.)

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- 4.29.2 The hirer must turn off all floodlights on playing fields by 10pm for both training and night games. All players, spectators and officials must vacate the playing fields and surrounds by 10pm without causing disturbance to surrounding residents. Should a facility be required beyond these hours, prior permission must be requested in writing from the Council.
- 4.29.3 The hirer is required to be mindful of electricity conservation when turning floodlighting on and off, and in the scheduling of training to efficiently use floodlighting.
- 4.29.4 All hirers, including hirers using a field concurrently with another hirer, will be charged utility costs as per Council's Fees and Charges Policy should the floodlights be required.
- 4.29.5 During the hiring period, all electrical appliances not being used should be turned off to reduce electricity use. Where electrical appliances are left on site after a hirer's period of hire, these appliances are to be unplugged to reduce electricity use.

### **4.30 Confirmation of hire**

Once a seasonal application has been processed, Council will send out a confirmation letter detailing the applicable hiring days, times and charges. The hirer has 28 days to respond to Council to make any changes (if needed) or raise any other matters regarding its application. If Council does not receive any submissions within the 28 day period from the date on the confirmation letter, an invoice will be raised and sent out for payment.

### **4.31 Maintenance and construction**

#### **4.31.1 Major improvements**

- 4.31.1.1 Improvements to playing fields and facilities requested by hirers should be supported by a hirer contribution of a minimum of 25% of the total cost or an amount as determined by Council, before Council will consider approving the project. Where appropriate, an application to a government, sporting or private grants program should be made, by the hirer.
- 4.31.1.2 All requests for capital improvements to playing fields and adjoining facilities must be provided as a written expression of interest through the annual Sporting Field Development Expression of Interest Process.
- 4.31.1.3 All improvements to playing fields and adjoining facilities must be in accordance with the appropriate plans of management
- 4.31.1.4 All proposed improvements to the playing fields and adjoining facilities are subject to Council's procurement processes. Hirers are welcome to submit a tender.
- 4.31.1.5 All improvements must have the prior consent of Council and where required, a formal development application must be made to Council.

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- 4.31.1.6 All improvements or alterations to playing fields or adjoining facilities will become and remain the property of Council and cannot be removed by the hirer (despite the hirer's part payment). Council is not required to compensate the hirer (or any other contributor) for the cost of such improvements or alterations.
- 4.31.1.7 Hirers may apply under Council's Works-in-Kind Procedure for work to occur to playing fields and adjoining facilities. Council will project manage the project but a hirer may provide its own qualified tradespeople and labour in accordance with Council's Works-in-Kind Procedure.

### **4.31.2 Maintenance and minor improvements**

- 4.31.2.1 Council is responsible for maintaining grass to a suitable height and endeavours to maintain fences and amenities, except where these roles are taken on by a hirer under a licence agreement or lease. Hirers are to carry out certain maintenance of playing fields and adjoining amenity buildings from time to time, as advised in writing by Council.
- 4.31.2.2 All maintenance requests (for items such as plumbing emergencies and minor improvements) should be made by calling Council's Customer Contact Centre on 1300 36 2170.
- 4.31.2.3 The hirer must maintain all buildings. They are to be kept in a clean and tidy condition at all times. They should either be swept or mopped to ensure a healthy standard is maintained. Inspection by Council officers will be made throughout the season and at the conclusion of each season to ensure amenities are kept and left in a proper condition. Council will not be liable for damage repairs resulted from a break and entry or any act of vandalism to the club's canteen.
- 4.31.2.4 Council may provide topsoil in small quantities (a maximum of two tonnes per field) to hirers for use during the season and for minor repairs to field surfaces. Hirers are expected to spread and water the topsoil and to fill any holes in ground surfaces. If topsoil is supplied and not used during one season, Council will limit supply of soil for the next playing period.
- 4.31.2.5 Council has the right to carry out maintenance to playing fields and facilities, as and when required, provided hirers are given reasonable notice of any major work that may close the playing field for hirer use.
- 4.31.2.6 A hirer wishing to carry out seasonal maintenance should seek the approval of Council prior to the commencement of work. Relevant Council approvals are to be obtained.
- 4.31.2.7 The work described above must be carried out by qualified tradesmen only. Such tradesmen must supply their licence number and insurance coverage to Council, prior to the commencement of any work, and relevant certifications when the work is complete.

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- 4.31.2.8 An appropriate Council officer will be responsible for supervision of all work and final approval of finished work.
- 4.31.2.9 If electrical work is found to have been carried out by, or on behalf of, a hirer, it will be removed or repaired by Council at the hirer's expense. Failure to pay will lead to the hirer forfeiting its hiring rights to all Council controlled playing fields as well as remaining liable for the payment of applicable infringement notices and repair and replacement costs.

### 4.32 Playing Surface Safety

- 4.32.1 It is the responsibility of the hirer to inspect the playing field and facilities, including buildings, car parks and surrounds, prior to each use. Training must also be undertaken to ensure the safety of all patrons. The hirer must also take all reasonable steps to ensure that the playing field is clear of obstacles and to satisfy themselves that there is no reasonable risk of injury from the playing field to any person participating in the hirer's activities.
- 4.32.2 The hirer hereby agrees to indemnify Council against all injury sustained as a result of the hirer failing to carry out its aforementioned responsibility, and where the hirer takes a decision to utilise the facility despite there being a risk to participants or spectators.
- 4.32.3 All damage, to the playing fields and/or the adjoining facilities either deliberate or accidental, should be reported to Council as soon as possible (but no later than one week after the incident occurs), outlining full details of the incident and the damage. Reports should be made by calling Council's Customer Contact Centre on 1300 36 2170. (A request number must be obtained and recorded for future reference for each advice.)
- 4.32.4 A hirer whose participants are found to have caused damage to a playing field and/or adjoining facility, either through misuse or lack of maintenance, will be required to pay for such damage. This misuse includes over use. Failure to pay will result in the hirer forfeiting their hire rights to all Council controlled playing fields as well as remaining liable for the repair/replacement cost.
- 4.32.5 Council reserves the right to close a sporting facility without notice should there be community safety concerns. Council will make every effort to relocate the hirer if this is to occur.

### 4.33 Wet weather

In order to protect playing surfaces from damage, they will occasionally be closed during wet weather. The use of the playing fields is at the absolute discretion of Council. The procedure for closure is as follows:

- 4.33.1 During the normal working week, Council will determine whether playing fields are to be closed. If they are closed, no use (playing or training) is allowed by any hirer without prior permission from Council.

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- 4.33.2 For the weekend, a decision concerning use will be made by 3pm in the afternoon on the Friday prior to the weekend. If the playing fields are closed, no use (playing or training) is allowed by any hirer without prior permission by Council.
- 4.33.3 Council will notify any decision regarding ground closures to a hirer's primary club contact, as advised on the seasonal application form, via e-mail only. To access current information on wet weather closure of venues, hirers and the general public can also contact Council's wet weather phone line on 9821 9570 and Council's website [www.liverpool.nsw.gov.au](http://www.liverpool.nsw.gov.au)
- 4.33.4 In the event that Council has not closed the playing field pursuant to points 4.33.1 or 4.33.2, the hirer will be permitted during weekends and public holidays to make decisions on whether to use the field or not. Hirers will be liable for any damage caused to the playing surface of their allocated playing field if they choose to use it.
- 4.33.5 A hirer that uses playing fields which have been closed will be liable for the full cost of repairs and may forfeit its hirer status.
- 4.33.6 Exemptions from Council's wet weather closure of playing surfaces will be made for hirers of synthetic "all weather" surfaces including netball courts, dog club activities and grass surfaces where the hirer has paid the Playing Surfaces Damage Deposit. These hirers will remain liable for ensuring these surfaces are safe during use.
- 4.33.7 Where an Association or Club hires a number of grounds for a low impact sport such as cricket, Council may negotiate a Damage Deposit to cover all grounds hired. This Deposit will not be less than 2.5 times the Damage Deposit identified in Council's Statement of Revenue Policy.

### 4.34 Rubbish

- 4.34.1 All rubbish and litter must be placed in the Council bins provided. Grounds should be cleaned after use and participants and spectators encouraged by the hirer to correctly dispose of litter, including strapping tape, fruit peelings, food wrappings etc.
- 4.34.2 Where possible, all garbage bins should be stored away from amenity buildings to prevent easy access to buildings/roof and as a fire prevention measure. If bins cannot be stored away from the amenities building, please store all bins in the toilets.
- 4.34.3 Glass bottles of any description are not allowed within the playing fields or adjoining facilities area, including any car park.
- 4.34.4 Council must be advised of any major events scheduled and if any additional services are required (i.e. garbage removal, toilet cleaning etc.). Failure to do so will be charged 'at cost' to the hirer.
- 4.34.5 No fires are allowed in bins or on any other part of a playing field or adjoining facility.

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### 4.35 Watering of Playing Surfaces

- 4.35.1 On fields where manual operation of irrigation is possible, watering must occur with a member of the hirer present at all times to ensure water restrictions are not breached. For current water restrictions please contact Sydney Water.
- 4.35.2 Council reserves the right to close any playing surface should it be deemed unsafe and pose a risk to any player or spectator due to lack of water and ground hardness.
- 4.35.3 A Council officer will contact the hirer regarding the playing surface closure.
- 4.35.4 It is the responsibility of the hirer to adhere to all water restrictions. Any fines incurred by Council as a result of a hirer not adhering to the water restrictions will be passed onto the hirer and cancellation of sports field hire could be exercised by Council.

### 4.36 Storage

- 4.36.1 Storage is only permitted during the period or season of actual hire and all the hirer's equipment must be removed at the end of each such period or season, except where:
- 4.36.2 Properly constructed storage rooms/buildings are provided for the use of specific clubs;
- 4.36.3 Approval has been given by Council for the hire of the playing field in the immediate following season; and
- 4.36.4 An agreement has been reached between Council and the alternate season hirers.
- 4.36.5 Canteen goods are not to be stored during periods of inactivity (e.g. over holiday periods or when a ground is not in use) in order to deter vandalism and theft, and to reduce electricity consumption.
- 4.36.6 Council will accept no responsibility for loss or damage to a hirer's equipment or goods stored in, or otherwise situated upon, playing fields and/or adjoining facilities.
- 4.36.7 Council reserves the right to request the removal by the hirer of equipment/goods that may be a fire hazard, or restrict scheduled maintenance.
- 4.36.8 Sporting equipment and/or canteen goods may only be stored in appropriate storage areas as determined by Council. Referees' rooms and cistern rooms are not considered appropriate storage areas. Referee's rooms should be used for the designated purpose. Storage in cistern rooms inhibits periodic maintenance
- 4.36.9 Council advises all clubs storing equipment in allocated areas to take out appropriate contents insurance.

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### 4.37 Security and access

- 4.37.1 Buildings must be secured when not in use.
- 4.37.2 Keys will only be issued to a designated authorised official of the hirer who will be responsible for allocation of the keys within their organisation. Records of the location of all keys must be maintained and available for access by Council officers at all times. Keys must be returned to Council when the hirer is no longer a hirer of the playing surface.
- 4.37.3 Hirers will be required to adhere to any upgraded security system from time to time. Where non-approved locks are fitted to a facility, the locks will be removed and replaced by Council at the hirer's expense. Failure to pay will lead to the hirer forfeiting its hire rights to all Council controlled playing fields as well as remaining liable for the repair/replacement cost.
- 4.37.4 Hirers will be issued with a maximum number of four (4) sets of keys for the term of their hire. It is the responsibility of the hirer to carry out effective internal key auditing procedures to ensure that all committee members return keys if no longer affiliated with the club/association/business.
- 4.37.5 Council's Sports Development Officer is responsible for Council's copies of keys. Council's Sport Development Officer will assess all requests for access and records will be maintained of access by hirers.
- 4.37.6 Keys to Council approved locks will only be issued when outstanding accounts have been resolved.
- 4.37.7 Lost keys should be reported to Council immediately. A lost key will result in all locks at the subject playing field and adjoining facility being repined. The hirer will be responsible for the total cost of re-pinning the locks, and reissuing the keys.
- 4.37.8 Any hirer that requests additional keys will be invoiced for those keys as identified in Council's Statement of Revenue Policy.
- 4.37.9 Hirers should contact Council should there be any problem with security.
- 4.37.10 The locksmith retained by Council is the only person authorised to service locks.
- 4.37.11 Council will undertake a regular audit of keys. Clubs will be required to comply with all requests by Council officers in this regard.
- 4.37.12 Council expects that sporting groups will be mindful that goods stored inside amenities buildings may attract break-in attempts. Hirers should limit as much as possible the risk of break-in by ensuring all items are stored securely within the building, and no cash or valuable computer items are stored in these buildings after use. Hirers are expected to advise Police and Council as soon as a break-in or vandalism is noticed. Where an amenities building is the target of continued vandalism, discussions will be held with the Hirers with the view to finding solutions

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to improve building security. This may include limiting the type and amount of storage permitted in the building.

4.37.13 All malicious damage to any part of the playing field and adjoining facility must be reported to the police on 131 444 and obtain an event number as soon as possible after discovery.

4.37.14 Should the hirer be the cause of security gates or amenities doors being left open, all maintenance repair costs will be referred to the hirer.

4.37.15 To ensure Council has access for inspections and repairs, hirers are not permitted to install non-council locks on internal or external access doors on Council buildings. A hirer may apply to restrict access to a part of an amenities building in which case they will pay the costs for Council to install a Council master lock that can only be opened by the hirer and Council.

### 4.38 Parking

4.38.1 All vehicles should be parked within areas provided and, where there are no parking provisions, parking must not damage grassed areas. The hirer's officials must control parking to ensure no incidents occur that may lead to damage of Council or personal property or injury to pedestrians.

4.38.2 The hirer's officials are responsible for ensuring that parking does not inhibit the access of neighbouring residents to their properties.

### 4.39 Crowd control

The hirer's officials are to carry out adequate crowd control to prevent incidents that may interfere with the safety of players, spectators and neighbouring residents. No spectators should be allowed onto the playing fields and the hirer's members and visitors to the facility must respect private property and neighbouring residents.

### 4.40 Permits and approvals

Permits and approvals from Council are required for the following:

4.40.1 Advertisements (signs and banners). No advertising can be erected without a permit, and no alcohol or tobacco products may be advertised. For further information please see Council's Outdoor Advertising Development Control Plan;

4.40.2 Use of loud speakers and public address systems is covered by Council's Use of Public Address (PA) Systems on Council Owned Properties Policy;

4.40.3 Amusement devices, including rides, inflatable's etc. Operators must also have appropriate licences and public liability insurance cover of ten million dollars (\$10,000,000); and

4.40.4 Erection of a temporary building or shelter e.g. tents, food stall;



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4.40.5 The sale and consumption of alcohol on Council property is permitted subject to:

4.40.5.1 A permit for sale of alcohol being obtained from the Liquor Administration Board and alcohol being sold at a separate outlet point with other goods, and otherwise in accordance with the conditions contained in the permit obtained;

4.40.5.2 Minors not being permitted to buy or consume alcohol;

4.40.5.3 Adequate measures being taken by the hirer to control behaviour of club members and spectators and ensure that neighbouring residents are not affected;

4.40.5.4 Sale and consumption of alcohol from glass bottles being prohibited; and

4.40.5.5 A copy of the licence(s) being provided with the application for the use of sports grounds.

### **4.41 Canteen equipment:**

4.41.1 A Council officer must approve all equipment brought into Council owned canteen facilities.

4.41.2 A licensed electrician must tag all electrical equipment brought into the canteen.

4.41.3 Any equipment found by a Council officer that has not been approved for use must be removed. Failure to remove these unapproved items could lead to the hire agreement being cancelled.

### **4.42 Special events**

Special events require written approval from Council. To obtain approval it is necessary to provide Council's Sports Development Officer with at least 12 weeks' notice of any special event.

### **4.43 Insurance**

4.43.1 All hirers, users, or applicants for the use of Council's playing fields or sporting facilities must have a Public Liability Insurance Policy suitable to cover their exposures in the jurisdiction of New South Wales. This Public Liability Insurance Policy with an insurer, approved by Council for a minimum of ten million dollars (\$10,000,000) per claim, must be endorsed to indemnify Council against all actions, suits, claims, demands, proceedings, losses, damages, compensation, costs (including solicitor and client costs) charges and any expense whatsoever in respect of any personal injury caused or contributed to by the negligent acts or omissions of the hirer, its servants, members, invitees or agents or damage to the equipment or any other property of the Council or any other person or corporate body or of any infringement, disturbance or destruction of any rights of any person or corporate body arising out of or incidental to the use of the premises, property or equipment by the hirer and caused by the hirer, its servants, members, invitees or agents. A

## HIRE OF PLAYING SURFACES POLICY

product liability extension must be held where food or drink is to be sold by any hirer.

- 4.43.2 The hirer must produce evidence of cover for the period of hire. If any policy of insurance does expire during the hire or use period, it is the hirer's responsibility to ensure continuity of cover and provide Council with a certificate of currency for the new period of insurance cover within seven days of the policy renewal date. Use of the playing surface will be suspended until a copy of the insurance is received.
- 4.43.3 Proof of insurance must be presented to Council at the commencement of every season. The policy must be endorsed to specifically acknowledge the use of Liverpool City Council playing fields and facilities. The policy shall be kept current at all times, for the period of this agreement, and shall also be kept current and applicable, for any use of Council facilities which may for any reason fall outside the normal period of seasonal use as may be specified.
- 4.43.4 The insurance cover referred to in point 9.1 hereof is additional to any player or participant insurance that the hirer may effect to specifically cover sporting or other injuries. It is recommended that hirers investigate and obtain the appropriate cover for participant injury.
- 4.43.5 Council must be advised of all incidents or circumstances that may give rise to personal injury or property damage claim. Accident report forms are available from Council's Sports Development Officer. It is essential that the hirer complete a full investigation as soon as possible following any accident on Council's playing fields (during training or competition). Dependent on the nature and cause of the injury, photographs of the location should be taken. The form should be returned to Council within one week of the accident.
- 4.43.6 Schools using Council playing fields and facilities must have current insurance indemnifying Council for all injury or damage occurring during their use of Council's owned or managed playing fields and facilities.
- 4.43.7 Where any playing field or facility is to be used by any group other than the hirer, but with the permission of the hirer, Council must be advised and prior approval obtained from Council.
- 4.43.8 The hirer is responsible for all damage caused to vehicles, property, person, by any ball, equipment etc. used within the facility for any purpose.
- 4.43.9 The hirer agrees to indemnify Council, its officers, servants and agents from and against all damages, costs, charges, expenses, actions, claims and demands which may be sustained, suffered, recovered or made by any person for any injury such person may sustain when using or entering or near any portion of the subject playing fields, car parks or sporting facilities (whether such injury be to the person or to property) where such injury arises or has arisen as a result of the negligence of or as a result of the creation of some dangerous thing or state of affairs by the applicant or by any member agent or employee of any unincorporated club or association named in this application or by the applicants failure to observe the applicants obligations. The applicant's liability shall be reduced by the portion that

## HIRE OF PLAYING SURFACES POLICY

any act of Council, its officers, servants or agents may have contributed to the injury or loss

- 4.43.10 The hirer is encouraged to provide its insurers with a copy of this document to ensure that the insurer is properly indemnifying Council and the hirer and providing cover under the Policy of Insurance in place with the respect to all applicable clauses contained in this document. (Failure to do so may render the hirer directly liable for certain costs and matters, which may not be covered by the hirer's insurers.)
- 4.43.11 "Hold Harmless Agreements" will only be accepted for hirers that are not affiliated with a registered club and when all other insurance avenues have been explored. It is up to the discretion of Council to accept the Hold Harmless Agreement and a new agreement must be signed each season of hiring.

### 4.44 Risk management

- 4.44.1 In accordance with the provisions of the Civil Liability Act , all hirers and users of property of all and any type vested in any way to Council, must undertake appropriate inspection of facilities to be used to ensure that they are safe for their intended use, including that all made and unmade ground surfaces are level and free from defects, and with respect to made surfaces that they are compatible with the footwear of all users and do not pose any slip hazard.
- 4.44.2 The hirer or user is responsible for all slips, trips and falls and the consequences and costs, and any and all injuries arising in way from the use and activities undertaken.
- 4.44.3 Organisers' liability: Hirers of facilities have a duty of care to their invitees and users. Accordingly, if an incident or injury occurs while they are using any Council owned facility, whether it is a building, park or informal area, they as the user may have a legal liability for any incident, injury or damage that may occur. Accordingly it is required that all hirers or users have in place appropriate public liability insurance cover.
- 4.44.4 Casual hirers: Casual hirers are not covered by Council or its insurers for any injury or damage that may occur or arise from the use of Councils facilities, which in any way arises from the negligence or actions of the hirer, users or any attendee. Accordingly, organisations hiring on a casual basis are required to have their own Public Liability Insurance cover and it is recommended that other hirers take out their own Public Liability Insurance cover.
- 4.44.5 Notification of incident or injury: All hire agreements require notification of all and any incident, injury or damage to Council, regardless of the circumstances giving rise to any incident. The notification must be completed as soon as practical after the incident, and can be made by phoning Council's Customer Contact Centre on 1300 36 2170.

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- 4.44.6 All hirers are required to adhere to Australian and Industry Standards, including but not limited to equipment safety standards such as removable goal posts; and ratios for fitness trainer to client.

### 4.45 School and Casual Hire

- 4.45.1 Council retains the right to allocate playing fields to local schools outside those times allocated to hirers. clauses 4.32.1 to 4.32.5 and clauses 4.43.1 to 4.43.11 also apply to school use. Schools may have access to toilets during their use of playing fields and will be provided with keys to gain access to playing fields and associated toilets. Teachers are required to ensure that playing surfaces and all associated facilities are kept clean and tidy and to control the behaviour of students.
- 4.45.2 Incidents of school misuse of playing fields should be reported to Council as soon as possible. Hirers should not take bookings for playing fields from schools, but direct them to Council.
- 4.45.3 All school usage must be booked with Council, unless an arrangement is made between sporting club and Council.
- 4.45.4 All schools must pay a refundable damage deposit regardless of the amount of times a playing field is booked. The damage deposit will be refunded at the end of the school year unless another satisfactory arrangement is made with Council.
- 4.45.5 Any additional cleaning or repairs as a result of school misuse will be taken out of the damage deposit. If the repairs or costs are more than damage deposit, the school will be invoiced accordingly.
- 4.45.6 A refundable key deposit will be charged to all schools that require the use of Council keys.
- 4.45.7 General local school usage is free of charge. Fees and charges apply to local school's athletic and interschool carnivals and all usage by schools outside the Liverpool LGA, as per Council's Statement of Revenue Policy.
- 4.45.8 Council has the right to allow casual hirers the use of playing fields and toilets when not being used by other hirers. Electricity used will be paid for by Council and recharged to the school or casual hirer.
- 4.45.9 Schools located in the LGA have preference in hiring fields over those schools located outside the LGA.

### 4.46 Special Conditions and Exemptions

- 4.46.1 Any hirer may apply to Council to have special conditions inserted into their hire arrangements. These may include payment method and casual hire. Council may also insert special conditions. Such conditions will be included as "conditions of hire" subject to approval by Council's Sports Development Officer.

## HIRE OF PLAYING SURFACES POLICY

### 4.46.2 No smoking:

4.46.2.1 All Council-owned buildings are no smoking areas, including any part of any amenity building such as change rooms, toilets, canteens, club rooms, balconies, covered seating areas, and grandstands. Users are responsible for keeping up to date with current laws relating to smoking at sports and recreational venues and informing participants and spectators.

4.46.2.2 If a hirer fails to adhere to Council's policy prohibiting smoking within Council premises, this could result in its hiring status being forfeited.

### **AUTHORISED BY**

Council (Chief Executive Officer)

### **EFFECTIVE FROM**

14 July 2015

### **DEPARTMENT RESPONSIBLE**

Community and Culture

### **REVIEW DATE**

14 July 2017

### **THIS POLICY HAS BEEN DEVELOPED AFTER CONSULTATION WITH**

City Presentation

Corporate Services (Governance and Legal Services)

Liverpool Sports Committee

### **VERSIONS**

<b>Version</b>	<b>Amended By</b>	<b>Changes Made</b>	<b>Date</b>	<b>Trim Number</b>
1	Council (General Manager)	Amended	28 October 2011	084654.2011
2	Council (Chief Executive Officer)	Complete Review	14 July 2015	240296.2015

### **REFERENCES**

Liverpool City Council: Use of Public Address (PA) Systems on Council Owned Properties Policy

## HIRE OF PLAYING SURFACES POLICY

### Appendix A – List of Sporting Venues

Park Name	Suburb	Sports Played
Amalfi Memorial Park	Lurnea	soccer, touch football, cricket,
Amber Ross Netball Courts	Wattle Grove	Netball, basketball
Ash Road	Prestons	Athletics, soccer
Australis Park	Wattle Grove	Oztag, netball, tennis
Bill Anderson Reserve	Kemps Creek	Soccer
Bringelly Reserve	Bringelly	Netball, soccer
Browns Farm Reserve	Hoxton Park	Rugby League, Cricket, Oztag
Childs Park	Chipping Norton	Netball, soccer
Craik Park	Austral	Athletics, Gridiron, Tennis, Junior rugby league
Durak Park	Casula	Baseball
Durrant Oval	Warwick Farm	Rugby league
Dwyer Oval	Warwick Farm	Athletics, rugby union
Edwin Wheeler Reserve	Sadleir	Cricket, rugby league
Ernie Smith Reserve	Moorebank	soccer, hockey, oztag, remote control car racing
Freeman Oval	Warwick Farm	Dog training
Greenway Park	West Hoxton	Cricket, AFL, Softball
Hammondville Park - Baseball	Hammondville	Baseball
Hammondville Park - Cricket	Hammondville	Cricket, Rugby League
Hammondville Park - Netball	Hammondville	Netball
Hammondville Park - Rugby League	Hammondville	Rugby league
Hammondville Park - Soccer	Hammondville	Soccer
Helles Park	Moorebank	Archery, water skiing, remote control car racing
Hillier Oval	Liverpool	Rugby league
Hoxton Park Reserve	Hinchinbrook	Soccer, cricket
Ireland Park	Liverpool	Soccer
Jacqui Osmond Reserve	Warwick Farm	Softball
Jardine Park	Casula	Rugby League
Kokoda Oval	Holsworthy	AFL, Cricket
Larry Grant Oval	Ashcroft	Soccer
Paciullo Park	Liverpool	Touch Football

## HIRE OF PLAYING SURFACES POLICY

Peter Miller Reserve	Casula	AFL, Cricket
Phillip Park	Lurnea	Cricket, soccer, tennis
Powell Park	Cartwright	Cricket, BMX
Riverside Park	Chipping Norton	Baseball
Ron Darcy Oval	Miller	Soccer
Rosedale Park	Warwick Farm	Cricket, AFL
Schell Park	Liverpool	Cricket
Scott Memorial Park	Austral	Cricket, netball, soccer
South Park	Chipping Norton	Soccer, cricket
Stanwell Oval	Ashcroft	Soccer
Wheat Park	Sadleir	Soccer
Whitlam Park 1	Heckenberg	Netball
Whitlam Park 2	Heckenberg	Soccer, cricket
Whitlam Park 3	Busby	Soccer, Cricket
Whitlam Park 4	Busby	Soccer
Winnal Reserve	Green Valley	Cricket, rugby league
Woodward Park	Liverpool	Netball, rugby league, Oztag