

# Casual Sportsground Hire agreement Terms and Conditions



**Merri-bek**  
City Council

## General Terms

1. Merri-bek Recreation Services manages all bookings for Merri-bek Sporting Facilities (Sportsgrounds facilities and netball courts). Any enquiries can be made by contacting Council's Recreation Liaison Officer on telephone 9240 2372 or email [recreation@merri-bek.vic.gov.au](mailto:recreation@merri-bek.vic.gov.au).
2. Bookings must be submitted at least 14 days prior to the activity.
3. For any booking that cannot be accommodated, Recreation Services will contact the applicant and advise if other arrangements may be offered or explored.
4. The Conditions of Use for casual sports facility hire are outlined and attached below in the Terms & Conditions. Users agree to adhere to these conditions upon hiring of one of Merri-bek's Sporting Reserves.
5. Bookings and Hire Fees: (incl. GST)

Fees and charges apply to bookings. Please see IMS for current fees and charges.

Note: Schools located in Merri-bek City Council area will not incur a sportsground or netball court hire fee. Synthetic soccer pitches incur hire fees for all schools and user groups.

6. Booking / application process

Bookings are only accepted via our online booking system

Link to bookings is: <https://apps.imscomply.com.au/morelandcm/>.

- register your group;
- follow these instructions to make an online booking application.

Once submitted Council officers will check the application for eligibility and may request more information to process the application.

Should the application be approved, an automated email confirmation will be sent via our online booking system that may include special conditions for the booking. For any booking that cannot be accommodated, we will contact the applicant and advise accordingly.

As a result of permanent booking arrangements between tenant club/s and Council, your booking may be transferred or cancelled where additional play will be detrimental to the condition of the ground surface. Please note, approval of a casual permit for the requested ground depends on its availability; our sports fields are booked to clubs for seasonal use.

The security bond and hire fees must be paid prior to your booking date.

## 7. Key collection

Playing field and pavilion keys are to be collected at Council Offices, 90 Bell St Coburg during business hours. Weekend bookings are to arrange collection on the Friday.

Customer Service Desk  
Merri-bek City Council  
90 Bell St COBURG  
P: 9240 2372 Email [recreation@merri-bek.vic.gov.au](mailto:recreation@merri-bek.vic.gov.au).

## 8. Return of Bond

The bond will be reimbursed once all keys are returned. Keys must be returned within two working days of completion of your event/activity or bond will be forfeited. A security bond is required to secure your booking. The amount is based on the type of user and facility being booked as per the fee structure. The bond will be returned following the last scheduled booking within 14 days.

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## Casual Sport Facility Hire Conditions of Use

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### 1. Introduction

This document sets out the Terms & Conditions of Use for the casual hire of sporting facilities Merri-bek municipality. Merri-bek City Council is also referred to as "Council" within this document. In these terms and conditions of hire, representatives of Council, refers to Merri-bek Council Officers, and the "Pitch" means the Clifton Park Synthetic Soccer Pitch and Fawkner Synthetic Pitch, the "hirer" means the person making the application. The term "playing field" may refer to any playing surface, grass, synthetic, hardcourt.

The casual allocation of sports facilities is subject to:

- Completion of seasonal allocations and casual user agreements.

### 2. General

Hirers are not permitted to use Merri-bek City Council sports facilities without first having obtained written approval from Council.

Under no circumstances is the hirer permitted to sub-let or allocate Council's sports facilities. Non-compliance will result in Council withdrawing the allocation.

Any hirer using the sports facilities without written Council approval will be subjected to:

- exclusion from future use; and
- monetary penalty for unauthorised use

### 3. Method of casual booking (allocation)

Each application for use must be made on the required booking application at least 14 days prior to the date/s required for Council to adequately consider the booking request.

Where application is made on behalf of an organisation or body of persons, the applicant shall state the name of such organisation or body and the authority of the applicant for making such application, together with contact telephone numbers of the applicant. The authorised person making application on behalf of the organisation or body will then be liable to ensure compliance with these conditions of usage and hire.

Merri-bek City Council (MCC) affiliated clubs and schools will have first preference for casual hire of sports facilities. MCC affiliated clubs can hire on a casual or seasonal basis. Non-MCC sports clubs, schools, private and commercial groups can only hire on a monthly basis (four-week period).

3.1 To be considered a "Merri-bek affiliated club" – the club must meet all of the following criteria:

3.1.1 be allocated by Council either a seasonal or annual allocation on a Merri-bek sportsground,

- 3.1.2 be allocated a sports facility within Merri-bek, and
- 3.1.3 Allocated by Council for both training, state and local competition as part of the allocation.
- 3.2 To be considered a “Merri-bek School” – the school must meet all of the following criteria:
  - 3.2.1 Be located in Merri-bek.
  - 3.2.2 Be a school listed on [www.findmyschool.vic.gov.au/](http://www.findmyschool.vic.gov.au/) .
- 3.3 Every effort will be made to accommodate all requests and requirements. All bookings will only be considered within the timeframes for the current year / season based on the timeframes summer or pre-season / summer (February to March), the season / winter (April to August) and the off-season (September to January).
- 3.4 Expressions of interest from Merri-bek affiliated clubs (as per above) will be sought before each season for their requirements, whether pre-season, season or the off-season. Confirmation of allocation will be sent to clubs after being considered and approved by Council.
- 3.5 As participation trends or needs change, Council may review the practice of allocating the sports facility to provide efficient use of those facilities. The desire is not to impact on existing users, unless clear benefit can be provided through potential reallocation. Where possible all efforts would be made for clubs to retain their bookings

#### **4. Withdrawal of Playing Fields**

Playing fields may be withdrawn if they are considered unplayable due to inclement weather conditions and/or safety reasons. This decision is not negotiable.

A refund for fees paid may be issued if the playing field are rendered unplayable. Council will endeavour to provide assistance to groups in finding alternative venues, when playing fields are unplayable.

Any school, club or association found using a sporting reserve when they have been withdrawn will face monetary penalty for unauthorised use.

- 4.1 Right to Refuse Application - Council has the right to refuse applications for hire.
- 4.2 Cancellation by Hirer - The hirer may cancel a booking. Notification of cancellation must be received 30 days prior to the hire date(s), in writing, and a full refund will apply, less than 30 days’ notice a fee of one full hours hire will be charged, less than 14 days’ notice a full fee usage shall be charged equivalent to your booking time.
- 4.3 Hire Times – The times booked must include set up time, and last person off. The playing field is only available for the times stated and paid for. Any use of the playing field after the engaged time will be charged for the use at the appropriate commercial rate.
  - a. Additional Equipment – Hirers must provide on the application form details of any additional equipment, which they are intending to bring onto the playing field for an event, including without limitation public address systems, chairs, and tables or additional sporting equipment. Personal equipment should not be left or stored at the facility or in the pavilion. Merri-bek Council will not accept liability for any stolen or damaged personal equipment.

#### **5. Payment of fees**

Full payment of the hire fees must be made prior to the undertaking of the booking. An invoice for costs will be forwarded to the hiring organisation prior to the booking.

Where any cancellation is made less than 14 days prior to the booking date, hire fees will not be refunded. For cancellations more than 14 days prior to the booking, notice must be given in writing and a refund of any monies paid to Council will be arranged.

- 5.1 Full Hire Fee - Ongoing users will be invoiced at the end of each calendar month. Council may, from time to time, fix, review and alter the charges to be levied for the hire of the sports facility. The fee

will be that which applies at the date of the function, notwithstanding that the charge may have altered since the date on which the booking was made.

5.2 Bookings can only be made for a minimum of 1 hour.

5.3 Additional Cleaning Charge – Council may charge the hirer an additional cleaning charge, if the pavilion, playing field or the surrounding spectator area is deemed to have excess refuse left behind after the hire period.

5.4 Cancellation by Merri-bek City Council – Council may cancel any booking when the facility is required by Council including but not limited to; functions, Municipal, State or Federal elections or due to a national or regional emergency even when these conditions of hire may have been accepted and signed and the hire fee paid.

5.5 It is a condition of hire that the hirer agrees to accept Council's right to cancel any booking and the hirer will be held to have consented to such cancellation and to have no claim at law or in equity for any loss or damage in consequence of such cancellation. Any refund shall be at the sole discretion of Recreation Services, whose decision shall be final.

## **6. Activities**

Any activity conducted during the cricket season (October to following March) shall not under any circumstance, without the written consent of Council, encroach on any turf wicket on any reserve.

## **7. Damages**

Studded boots are not permitted to be worn on playing fields unless provided with written prior consent from Council. It is the responsibility of the hirer to advise the visiting schools/ organisations of this restriction.

Damage that can be attributed to the casual hire will be repaired by Merri-bek City Council and an account will be forwarded for immediate payment.

## **8. Cleaning**

Premises must be left in the same condition they were found. If premises are not cleaned satisfactorily or have been damaged the Hirer will incur an additional fee and this may also jeopardise future bookings

## **9. Rubbish removal**

The Hirer is responsible for ensuring that all waste generated from the use of the reserve is cleaned at the end of the booking. Failure to comply with this condition may result in Council organising for the littered area to be cleaned at the Hirer's expense and may also jeopardise future bookings.

## **10. Syringe disposal**

To enhance safe syringe disposal, Safe Disposal kits are available for use inside pavilions.

## **11. Gaming**

No game of chance at which either directly or indirectly money is passed as a prize will take place in a facility without first obtaining the consent of Council and a permit from the Raffles and Bingo Board.

## **12. Smoking in Council buildings**

The Hirer is advised that as per Moreland's No Smoking Policy, smoking is prohibited in all Council owned buildings including sports pavilions, and no person is able to smoke within five metres of doorways or open windows.

## **13. Noise**

The Hirer is not allowed to play amplified music or use external PA systems for entertainment purposes. If using a PA system, only short brief announcements are acceptable.

#### **14. Fire Extinguishers**

Council provides a number of fire extinguishers and fire blankets within each pavilion to comply with the Essential Services Regulations. Equipment is serviced regularly to ensure correct operation in the event of an emergency. It is the responsibility of the Hirer to familiarise themselves with the location of fire extinguishers within a pavilion in case of emergency.

#### **15. Open fires**

The Hirer is not permitted to have open fires of any description inside or outside of pavilions.

#### **16. Emergency procedures**

Emergency exit diagrams are located at each facility and are accompanied by a set of instructions.

#### **17. Exit doors**

In accordance with the Building Code of Australia (class 2 to 9 Buildings, Sections C & D), a building is to be provided with means of evacuation which allow occupants time to evacuate safely without being overcome by the effects of an emergency. All nominated pavilion Exit Doors have a green 'exit sign' above the door and must not be obstructed in any way or form.

### **Hiring Organisations/Individuals Responsibilities**

#### **18. Pre and Post Hire Inspections and Cleaning**

The hirer must leave the facility in a tidy condition and all fixtures in good working order and condition place all rubbish and waste matter, within the garbage bins provided. Any hirer found to not leave the facility in a tidy condition, Merri-bek Council shall be entitled to have the facility cleaned or put in order and may result in all or part of the security bond being withheld. Additional costs incurred above the bond amount will be paid by the hirer.

The hirer must conduct pre and post use inspections and submit evidence of inspection using the checklist form provided (Appendix 1). The completed form must be submitted to Council within 24 hours of the hire finish time.

Completed forms can be submitted to [recreation@merri-bek.vic.gov.au](mailto:recreation@merri-bek.vic.gov.au), or in person at 90 Bell Street, Coburg. Failure to complete checklist and return will result in a \$25 post facility inspection fee.

#### **19. Facilities and equipment**

Merri-bek City Council does not provide equipment for your organisation's use of a sporting facility. All groups making use of resources within a sporting reserve such as football goals, soccer goals, netball goal posts and cricket pitches must be aware of safety precautions that are necessary in using these resources.

Hirers are responsible for ensuring that goal posts are padded appropriately prior to use. Further information on this can be obtained from the governing body of the sport you are participating in.

#### **20. Condition of the venue**

The hirer is required to undertake an inspection of the venue prior to activities taking place. While Merri-bek City Council maintains these sporting facilities, the fact that they are a public resource means that safety conditions can change at any time. Common things to look for when inspecting a playing field are: debris on the ground, condition of the surface, sprinkler heads should not be protruding, and perimeter fencing should be safe. Please contact the Council's Sport and Recreation Liaison Officer on 9240 2372 to report a risk management item.

#### **21. Line marking**

Under no circumstance is the Hirer to undertake line marking of the playing surface. Failure to comply with this condition may result in Council organising for the damaged area to be repaired at the Hirer's expense and may also jeopardise future bookings.

## **22. Car parking**

The hirer is responsible for the control of car parking at the venue. Vehicles are only permitted to park in car parks, not around the edge or on a playing surface.

## **23. Liquor Licence**

The hirer is responsible for obtaining the appropriate liquor licence before the consumption or selling of alcohol. A copy of the licence must be forwarded to Council with this application.

All hirers must strictly observe the requirements of the Liquor Act and any conviction for breaches of the Act may jeopardise the hiring organisations future allocation and may risk prosecution by the Liquor Licensing Commission.

## **24. Preparing and Selling of Food**

If the hiring group wants to prepare, serve or sell food or beverages, they must apply to Merri-bek City Council for a Temporary Food Stall Permit and comply with the procedures as indicated in the Department of Human Services – Event Food Safety Program.

Applications for a temporary food stall permit must be lodged at least 4 weeks in advance for consideration to the Council's Environment Health Unit.

Temporary Food Stall application can be obtained by contacting Merri-bek City Council on 9240 1111 or by visiting <https://www.merri-bek.vic.gov.au/building-and-business/business/business-permits/food-businesses/>

## **25. Disorderly conduct**

No obscene, insulting language or disorderly behaviour shall be permitted in any part of the facility. Council reserves the right for its staff and or Security to remove such offenders and the hirer, via invoice, must pay any costs associated with the removal of these offenders.

The hirer is responsible for the conduct of all persons at the facility during the hire period ensuring all persons abide by all guidelines as stated.

## **26. Advertising**

Hirers must adhere to Merri-bek City Council Policy in relation to temporary advertising. Council may approve the erection of advertising signs at a reserve for an event subject to;

- The signs being erected to the satisfaction of Planning Officers
- Advertising for alcohol and tobacco not being displayed
- The sign be erected and dismantled on the same day
- The sign not exceed the height of the fence

No person shall attach any article to any building, tree, fence or structure by means of nails, screws or other items which may damage such building, tree, fence or other structure.

All applications for signage must be in writing to the Planning Department.

## **27. Amusements**

Hirers are not permitted to erect amusements on reserves without prior written permission from Council.

## **28. Admission fees**

Hirers are not permitted to charge admission fees to a reserve without prior written permission from Council.

## **29. Insurance**

The hirer must supply a certificate of currency for public liability insurance 14 days prior to usage and must include the following information:

- Name of Insured: Your club/Organisations details

- Interest Insured: Legal liability to third parties for bodily injury and property damage arising out of the activities of the Insured.
- Sum Insured: Public Liability \$10,000,000 any one occurrence.

29.1 Release & Indemnity - The hirer is responsible for any accident, loss, damage sustained to any person or property or any injury sustained by any person using any part of the facility during the period of the hiring, notwithstanding that such event arose from or by reason of any defect in the furniture, fittings or other accessories of any kind, and the hirer hereby releases, discharges, indemnifies, and holds harmless Merri-bek City Council, its servants, Councillors, agents and contractors against all claims and demands made or the costs or expenses incurred in connection therewith. Without limiting the former that includes:

29.1.1 Any and all loss, damage, expenses, claims, demands, actions and causes whatsoever which might be made or instituted or suffered or incurred or sustained by any person or body for injury, loss or damage arising in any manner for the said participation or use;

29.1.2 Any and all loss, damage, injury or illness, including death, sustained or incurred by the hirer and/or any person associated with the hirer arising in any manner from the said participation or use/hire or occupation.

29.2 In addition, the hirer must not do or neglect to do or permit to be done or leave undone anything, which will affect Council's insurance policy or policies relative to fire or public risk in connection with the facility. The hirer hereby indemnifies Council to the extent that such policies are affected through any such act of commission or omission.

## **Merri-bek City Council's Responsibilities**

### **30. Insurance**

Merri-bek City Council shall maintain adequate insurance cover on its comprehensive policy in respect of the buildings and fittings owned by the Merri-bek City Council.

### **31. Maintenance**

Merri-bek City Council shall reasonably undertake inspections and general maintenance of all sporting reserves. Given the public nature of a sporting reserve, it is not expected that a sporting reserve be always free of maintenance requirements and hazards.

Cooperation between hiring organisations and Merri-bek City Council is expected when these issues affect the use of a sporting reserve.

### **32. Preparation of playing fields**

The Merri-bek City Council's Parks Services will undertake the preparation of the playing field.

### **33. Rubbish Collection**

Emptying of the external rubbish bins will be the responsibility of Merri-bek City Council.

## **Privacy Statement**

Personal Information collected by Merri-bek City Council is used for municipal purposes as specified in the Local Government Act 1989. The Personal Information will be used solely by Merri-bek City Council for these purposes and or directly related purposes. Merri-bek City Council may disclose this information to other organisations if required by legislation. The applicant understands that the Personal Information provided is for the above purpose and that he or she may apply to Merri-bek City Council for access to and/or amendment of the information. Requests for access and or correction should be made to Merri-bek City Council's Privacy Officer.

## Appendix 1 - Pre and Post Condition Report Checklist

### Inspections and Cleaning

The hirer must leave the facility in a tidy condition and all fixtures in good working order, place all rubbish and waste matter within the garbage bins provided. Any hirer found to not leave the facility in a tidy condition, Merri-bek Council shall be entitled to have the facility cleaned or put in order and may result in all or part of the security bond being withheld. Failure to complete and return will result in a \$25 post facility inspection fee.

The hirer must conduct pre and post use inspections and submit evidence of inspection using the checklist form provided and relevant photographs. The completed form must be submitted to Council by the next business day of the hire finish time.

Completed forms can be submitted to [recreation@merri-bek.vic.gov.au](mailto:recreation@merri-bek.vic.gov.au), fax 9240 1212 or in person at 90 Bell Street, Coburg.

Name of user group:	
Facility:	
Day and date of booking	Day: Date: ..... / ..... / .....

### Playing Field and Perimeter

ASPECT	Condition standard	Before use	After use
Playing Field	<ul style="list-style-type: none"> <li>Clean and free rubbish free</li> <li>Free from any damage to pitch</li> </ul>		
Fencing	<ul style="list-style-type: none"> <li>Free from holes and secure</li> </ul>		
Nets	<ul style="list-style-type: none"> <li>Free from holes and good tension</li> </ul>		
Coaches boxes	<ul style="list-style-type: none"> <li>Clean and tidy</li> </ul>		
Pitch Lighting	<ul style="list-style-type: none"> <li>In working order and switched off</li> </ul>		

### Pavilion

ASPECT	Condition standard	Before use	After use
Toilets and change rooms	<ul style="list-style-type: none"> <li>Toilet bowls, basins and floors clean.</li> <li>Mirrors, fittings and walls free of marks &amp; grime.</li> <li>Adequate supply of toilet paper and soap.</li> <li>Free of bad odour.</li> </ul>		
Doors and walls	<ul style="list-style-type: none"> <li>In working order, free of any marks &amp; spot cleaned.</li> </ul>		
External walls	<ul style="list-style-type: none"> <li>Free of dirt and grime. <u>Players should not use external wall to clean their boots by banging their boots against them. If this occurs the walls must be cleaned that day.</u></li> </ul>		
Light fittings, fans, switches	<ul style="list-style-type: none"> <li>In working order, free of any marks and spot cleaned.</li> </ul>		
Light switches	<ul style="list-style-type: none"> <li>Free of marks and dust.</li> </ul>		

Completed by:

Signed:

Date: