

# Sportsground, parks, facilities booking request

Use this form to request the use of a sporting field, park and or facility. Your booking will be confirmed once approved. **Refer to Guidelines from page 3.**

## 1 Booking Type - tick all relevant

- |   |   |  |                                     |
|---|---|--|-------------------------------------|
| <input type="checkbox"/> Once-off Event - Casual  | <input type="checkbox"/> Once-off Event - School  | <input type="checkbox"/> Summer Season | <input type="checkbox"/> Pre-season |
| <input type="checkbox"/> Recurring Event - Casual | <input type="checkbox"/> Recurring Event - School | <input type="checkbox"/> Winter Season | <input type="checkbox"/> Other      |

## 2 Event Details

Name of venue

Event Description

Number of attendees  *Example event descriptions: birthday party, group fitness, school carnival, or fundraising event.*

Once-off event Date  Start time  Finish time

Recurring event frequency

Start date  Finish date

Start time  Finish time

Exclude these dates  *EG: Public and school holidays to be excluded.*

*Use this form for booking these facilities:*

Denman Indoor Sports Centre  
Denman Recreation Area sportsgrounds  
Highbrook Park sportsgrounds  
Karoola Park sportsgrounds  
Lions Park Denman  
Olympic Park sportsgrounds  
Simpson Park  
Stan Theiss Centre  
Victoria Park sportsgrounds  
Volunteer Park sportsgrounds  
Weeraman Fields sportsgrounds

## 3 Season Details - ^ Competition draws must be provided. Blank bookings will not be accepted

Name of venue

Activity

Level of competition ☐ Jnr ☐ Snr ☐ Local ☐ District ☐ Regional ☐ Social ☐ Other

No. registered players: Jnr  Snr

Pre-season: Start Date  End Date  Season: Start Date  End Date

	Start time	Finish time	Training / Comp <sup>^</sup>		Weekly / Fortnightly		Dressing shed / Canteen / Floodlights		
Mon	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tues	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wed	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Thurs	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fri	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sat	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sun	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

#### 4 Services and Activities request - not available at all venues



##### Services required:

- ☐ Toilets
- ☐ Dressing shed
- ☐ Additional waste bins
- ☐ Electricity
- ☐ Floodlights
- ☐ Canteen

##### Your planned activities include:

- ☐ Selling food<sup>^</sup>
- ☐ Selling alcohol<sup>^</sup>
- ☐ Erecting temporary shelter\*
- ☐ Amplifying sound\*
- ☐ Other\*

<sup>^</sup>Attach relevant licences.

\*Provide details e.g.  
- dimensions/description of structures  
- intended use  
See guidelines from page 3 for details.

##### Details:

#### 5 Section 68 Approval - tick applicable statements



If your booking includes any of the below you will need to apply for a Section 68 Approval.

- ☐ Conduct commercial business activities
- ☐ Conduct theatrical, musical or other entertainment for general public
- ☐ Construct temporary structure/s for the purposes of entertainment
- ☐ Use sound amplification for entertainment
- ☐ Hold a religious service or public meeting

**Your booking may require additional approvals.** It is the hirer's responsibility to ensure all required approvals are obtained. Phone Council's Environmental, Planning and Regulatory Services on **6549 3745** for advice.

#### 6 Contact details



**Primary Contact** e.g Applicant, School Principal, Club President

First name  Surname

Postal address

Daytime ph:  Mobile

School/Club/Business Email

I, the undersigned (on behalf of the user group where applicable) have read and agree to abide by the terms and conditions outlined in the Guidelines for Hiring Sportsgrounds, Parks and Facilities.

Name:  Signature

Date:

#### 7 Public Liability Insurance



All user groups and organisations should hold a current Public Liability Insurance Policy for a minimum of \$20 million which indemnifies Council from and against all claims arising from the user group's legal liability as a result of its use.

Attach a copy of your current Public Liability Insurance

##### Office use only

Date received

Officer

Initial

- ☐ Public Liability required ☐ attached
- ☐ Liquor Licence required ☐ attached
- ☐ DA Approval required ☐ attached
- ☐ S68 Approval ☐ attached
- ☐ Signature accepting terms and conditions
- ☐ Bond received

# Guidelines for hiring sportsgrounds, parks and facilities

These guidelines form the terms and conditions of your booking with Muswellbrook Shire Council.

Muswellbrook Shire Council works with many user groups to maximise participation in sport and recreation on fields and facilities within Muswellbrook Shire.

The booking request form assists Council with the prioritisation and allocation for fields and facilities usage to ensure fairness and to ensure hirers are aware of, and comply with, requirements and legislation related to intended use.

## What is fair use?

- Providing a fair and equitable way of charging for the use of public spaces.
- Ensure sportsgrounds are allocated to user groups with sound governance structures, open membership, elected committees and a demonstrated commitment to social responsibility.
- Minimising potential over-use of ovals.

Council supports the allocation of sportsgrounds to user groups which are inclusive all people.



1. The booking request form is available for download on Council's website. It may be posted upon request.
2. Applicants submit the **completed form, along with all required additional documentation** to Council by the appropriate deadlines.
3. Applications are assessed.
4. Seasonal applicants receive written notification of their allocation within 14 days.

## Council's approval criteria

In determining the allocation of sportsgrounds, parks and facilities, Council gives consideration to a number of factors including:

- User group's previous record e.g. fees paid on time, cleanliness and care of the facilities, timely return of facility keys.
- User group has no outstanding debts.
- Historical use.
- All information required to complete the application process is received by the due date.
- Providing new user groups with an opportunity to submit applications.

Council is aware that the trends and demand for sporting and recreational activities change over time. Council reserves the right to allocate based on the demands at any given time and will endeavour to maximise the use of all sport and recreational assets located in Muswellbrook Shire.

Council will endeavour to provide and allocate sportsgrounds on a seasonal basis to meet demand. However supply of sportsgrounds cannot be guaranteed.

Late applications may result in no allocation.

**Hirers should not plan any activities until they have received written approval, including pre-season training.**

## Do not install or use non-Council locks

At no stage should any hirer install or use non-Council locks or security systems. Unapproved locks and security systems will be removed and replaced by Council or its agents at the hirer's cost. Council requires access to all areas of the facility at all times.

## **Inspect the facility**

Upon each arrival and departure hirers are to inspect and reinspect booking areas, for example:

	Arrival	Departure
Amenities	Locked, clean and in working order?	Clean, working, then locked?
Playing field	Divots, holes, damaged sprinklers, broken glass?	Damage to turf?
Rubbish	Excessive rubbish found?	Ensure waste generated by your group is not excessive and is disposed of correctly.

Contact Council by phone or email if you find any damage or if anything is found in an unsatisfactory condition.

## **Security**

Hirers must ensure that all gates, chain gates, padlocks and other Council provided security equipment is engaged after each use.

Costs to repair damage caused due to supplied locks not being secured correctly will be the responsibility of the hirer.

hot water systems, ovens etc will be replaced at the hirer's expense.

## **Contents Insurance**

Council does not provide contents insurance on any facility. If the hirer stores valuables, equipment or memorabilia in a facility, the hirer is solely responsible for insurance of all its contents.

## **Sharing the use of allocated facilities with other hirers**

Hirers sharing a facility should liaise with other hirers to ensure clashes do not occur over training schedules, ground usage and equipment storage. To reduce clashes, hirers should liaise with other hirers to come to a sharing agreement. A *Memorandum of Understanding of Shared User Allocation* may be requested by Council.

Hirers must notify Council of any allocation that is no longer required. Any facility that is not allocated to its full potential may be considered for reallocation to another hirer.

## **Sub-letting is prohibited**

Hirers may not sub-let any part of a sportsground allocated to them during the allocated period. Non-compliance may result in Council withdrawing allocation.

## **Risk management**

A risk assessment should be carried out by all hirers for their allocated booking, prior to the commencement of activity.

Hirers will need to provide a copy of their risk assessment upon request.

Notify Council of any issues arising out of inspections immediately.

## **Fencing**

Bollards and gates must not be removed, except for emergency vehicle access.

Temporary fencing, to conduct special events, are the responsibility of the hirer.

The hirer must apply to Council seeking approval, outlining the proposed event, fence type, location and the manner in which it is to be constructed and removed.

## **Temporary closure of grounds**

Allocated organisations are required to notify Council that they are closing grounds where it has been identified that the sporting facility is unfit for use as part of the risk assessment process.

Council also reserves the right to close any sportsground to protect the playing surface, complete capital or maintenance works, in poor weather conditions and/or to allow rehabilitation of the ground after damage.

Hirers will be responsible for any reinstatement costs associated with damage caused to sporting facility or recreation area as a result of unauthorised use.

## **Irrigation**

Hirers are not to access or alter control unit settings under any circumstances. Clubs must notify Council immediately if there is any interruption to mains power as this can affect the irrigation settings.

## **Public toilets**

Council maintains, services and pays the utility costs associated with toilets located at public spaces that are open to the public seven days per week.

The opening, closing, cleaning of toilets and supply of consumables at facilities is the responsibility of the hirer.

## **Cleaning and waste management**

Council facilities and grounds must be kept clean and tidy. Supply of cleaning equipment and waste removal is the responsibility of the hirer.

Additional waste bins can be requested on section 4 of the booking form. A fee will apply.

## **Car parks and access roads**

Advise Council of any special requirements, such as anticipated heavy traffic and parking requirements for coaches etc.

## **Vehicles on reserves**

No motor vehicle, bicycle, scooter, cart or other vehicle may be driven on any footpath or through any sportsground with the exclusion of Council or its agents maintenance and emergency vehicles.

## **Excessive noise**

Amplified noise and loud machinery may **not** be used Sunday to Thursday before 8:00am and after 10:00pm; Friday, Saturday and public holidays before 8:00am and after 11:00pm. The premises must be vacated by 11:00pm.

External PA systems are not to be utilised for entertainment purposes without the written approval from Council, e.g. amplified music or radio, emceeing, commentating.

Short brief announcements are acceptable.

## **Acceptable behaviour**

Activities or materials that may be considered offensive or illegal are not permitted. Surrounding private property, including residences and vehicles must not be damaged, altered or trespassed upon, including entering a property for the collection of sport and recreation equipment.

Smoking is prohibited in and around all Council owned facilities. Open fires are prohibited.

## **Advertising banners and signs**

Council approval is required for fixed signs and banners. Signage relating to gaming activities or gambling venues are strictly prohibited. Temporary match-day signs erected on sportsground fencing must be facing inwards toward the ground.

## **Selling food and beverages**

Hirers that intend to sell food must abide by current legislation. Further information may be found at [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au).

Only suspended barbecues (off the ground) may be used.

## **Service or supply of liquor**

The service or supply of liquor on Council facilities is subject to the laws of NSW Liquor and Gaming. [www.liquorandgaming.nsw.gov.au](http://www.liquorandgaming.nsw.gov.au)

No glass receptacles may be used.

Hirer must submit an Application to Consume Alcohol on Council Premises.

## **Gaming and wagering**

[www.liquorandgaming.nsw.gov.au](http://www.liquorandgaming.nsw.gov.au).

## **Working with children**

The Working with Children Check is a mandatory minimum checking standard across NSW.

[www.kidsguardian.nsw.gov.au](http://www.kidsguardian.nsw.gov.au) to ensure requirements are met.

## **Termination of booking**

## **Gaining access when the hirer hasn't been issued with a key**

## **Hosting festivals, tournaments and similar events**

Hirers wishing to hold tournaments or non-club related events must advise Council at least 6 weeks before the event date as applications may require additional permits and approvals.

## ■ ■ **Public liability insurance**

User groups and organisations must have Public Liability Insurance cover with Council noted as an interested party. Club must be covered for a minimum of \$20 million against all actions, costs, claims, charges, expenses and damages whatsoever which may be brought or made or claimed against the Club arising out of or in relation to allocation of a facility. A copy of the Certificate of Currency must be attached to the allocation application and any renewals or changes must be provided to Council through the season.

## ■ **Casual hirer's liability insurance**

If you book *less frequently than once per calendar month or less frequently than twelve times per calendar year*, and you are booking for non-commercial and non-profit making purposes you will be covered under Council's Casual Hirer's insurance.

## ■ **Casual bookings availability**

Casual bookings are available for an agreed period of time. Cancellations cannot be processed and refunded by Council if less than 7 days notice is received in writing.

## ■ **Security bonds**

A security bond for casual hire bookings may be requested at the time the application is submitted to Council. The purpose of this bond is to serve as a guarantee of the hirer's fulfilment of Council's terms and conditions and be used to cover costs incurred by Council through the breach of these terms and conditions. E.g. facility damage not associated with normal wear and tear, or unreturned keys.

The hirer will be liable to pay any additional charges in excess of the deposit to meet the full cost of repairs or reinstatement.

Security bonds will be refunded once the handover process has been completed. Those found responsible for damage to a Council facility may have all or part of their bond withheld.

## ■ **School bookings availability**

Bookings are required no later than 21 days in advance.

Council reserves the right to reject or withdraw any application on grounds of suitability.

The school is responsible for any damage and the removal of all rubbish generated by participants and spectators as a result of the activity. Charges may apply where Council has been required to arrange cleaning of a sportsground after a school's use.

Contact Council to gain access to locked facilities.

## ■ **Keeping user groups informed**

Council will inform user groups of hired fields and facilities with information regarding water restrictions, sportsground updates, sports meetings and other information that may affect seasonal allocation. All seasonal hirers must have

a general email address that is checked regularly, and a nominated contact. It is the responsibility of the applicant to ensure the correct contact details are provided and that Council are informed in writing of any changes to contact details.

Delegated Council officers meet with user groups periodically at facilities to discuss club, Council and facility requirements. The Muswellbrook Shire Sport and Recreation Group meet biannually.

Contact Council for any enquiries **6549 3700** or **council@muswellbrook.nsw.gov.au**

## ■ **Fitness groups and personal trainers**

### **Exclusion zones**

Organised or commercial group fitness and personal training activities will only be permitted on active sporting grounds and are not permitted within the following areas:

- Areas of cultural or natural significance.
- Cemeteries
- Within a 10m radius of any picnic sheds or benches
- Within a 10m radius of any public change room, toilet or kiosk areas.
- Within a 100 metres from any neighbouring residential property
- Any designated sportsfield or facility without a specific booking
- Any other area that Council deems unfit or unsafe for fitness training purposes.

These and other designated areas can be transited but are not to be used for either static or repeated training routines. Council may nominate other areas in the exclusion zone as it sees appropriate.

### **Fitness activities permitted**

Fitness sessions are limited to the normal activities of a registered personal trainer, teacher, instructor or the like which would include but not be limited to:

- Dancing
- Boxing and pad training
- Yoga, meditation and tai chi
- Organised aerobic activity, circuit training and a combination of any of the above
- Physical culture



### ***Fitness activities not permitted***

- Military style activities or aggressive and intimidating activities
- Amplified music or any amplified audio (voice) equipment
- Use of any equipment associated with an activity which could cause damage to Council facilities

### ***Fitness trainer/fitness group eligibility***

The following criteria must be met and evidence submitted to Council, to be eligible for consideration to operate in Muswellbrook Shire Council's parks, reserves and public open spaces:

- Trainer to be registered as a professional with Fitness Australia
- Current Senior First Aid Certificate
- Public Liability Insurance for a minimum of \$20 million with Muswellbrook Shire Council nominated on the policy as an interested party

Evidence of the above must be provided at the time of application.

### ***General conditions***

Trainers or fitness groups approved by Muswellbrook Shire Council must follow the conditions outlined in this guide, in addition to:

- Provide only the activities for which they have received relevant qualifications for and which comply with the conditions of hire
- Not sell clothing, equipment, refreshments or any other good, service or product
- Not remove goalposts or temporary barriers which have been erected by Council
- Operate only between the times specified by Council in their licence. Activities must not commence prior to 6.00am and must conclude by 9.30pm
- Ensure that any activity causes minimum disruption and interference with the general public rights of access and enjoyment of parks and open space areas
- Acknowledge that the licence is not issued for exclusive use of any Council park or sportsground
- Manage their activities to minimise wear and tear on the surface. This includes rotating within the designated area and/or alternating activities in the case of wet weather, phone Council to determine whether parks and open space have been closed
- Respect that from time to time, open space areas may be closed for scheduled regular and seasonal maintenance
- Ensure that the exercise equipment does not create any hazards or obstruction
- Not suspend boxing, kickboxing bags or any other item from trees and/or structures in the public open space area
- Not conduct fitness activities that drag equipment across the ground

- Ensure that their clients do not step on or walk on or in any other way inappropriately use picnic tables and park furniture
- Comply with reasonable directions of the Council's Ranger(s) and other authorised Council Officers in relation to any actual or potential conflicting activities or to display evidence of licence in prescribed manner
- Indemnify and hold harmless the Council from and against all damages, sums of money, costs, charges, expenses, actions, claims and demands which may be sustained or suffered or recovered or made against the Council by any person for any loss of life or injury or damage any person may sustain due to the negligent act of the personal trainer whilst conducting a training session
- Agree that notwithstanding any implication or rule of law to the contrary the Council shall not be liable for any damage or loss the approved trainer and their clients may suffer by the act, default or neglect of any other person or by reason of the Council failing to do something on or to the public space

### **■ Sportsground season allocations**

#### **Summer Season: 01 October to 31 March**

Applications to be received by end of August. Confirmation sent in September. **Pre-season training without approval is not permitted.**

#### **Winter Season: 01 April to 30 September**

Applications to be received by end of February. Confirmation sent in March, after approval. **Pre-season training without approval is not permitted.**

### **■ Lost or damaged keys**

Lost or stolen keys must be reported to Council immediately. Council may replace all locks with the cost charged to the hirer. Broken keys must be returned to Council before a replacement key is issued, with the cost charged to the hirer.

### **■ Seasonal handover**

A registered number of keys are issued to every Club at a cost to Council and must be accounted for at the conclusion of each allocation period.

Under no circumstances are keys to be loaned to any other club, association, organisation, school or person. Responsibility rests with the person/s nominated on the key register. **Allocated keys are not to be copied.**

Non-compliance will result in the suspension and/or withdrawal of booking.

Details of changes in possession of any key(s) by office bearers are to be forwarded to Council immediately. Failure to do so will attract the cost of re-keying the facility.

Padlocks are not to be removed or changed from designated doors/chains. Any replacement of padlocks will attract an additional charge as per Fees and Charges schedule.

The end of season handover will include an inspection of facilities to ensure they are left in a neat and tidy condition for the incoming hirer. All user property should be secured and electrical appliances turned off at the end of season. Club property should be removed if requested.

### ■ Facility maintenance jobs and responsibilities

Responsibility for the purchase, maintenance and repair is as listed below. Damage or loss of any equipment will be the responsibility of the hirer in each instance.

	Hirer	Council
Supply toilet paper, paper towels, soap	✓	
Keys and locks		✓
Fire extinguishers		✓
Light fitting maintenance		✓
Lights - replacement of globes		✓
Cleaning food handling areas	✓	
Replace aged or faulty fittings and building structures		✓
Floodlights		✓
Plumbing		✓
Kitchen appliances	✓	
Painting		✓
Security systems		✓
Heating and cooling	✓	
Building alterations		✓
Personal hygiene services		✓
Cost of utilities (shared with all hirers)	%	%
Contents Insurance	✓	
Public Liability Insurance	✓	
Waste removal	✓	
Storage costs	✓	
Irrigation		✓
Sportsground maintenance		✓

### ■ Extended Ground Usage – practice matches and club organised games

Use of grounds for finals matches and training will take precedence over requests for pre-season use.

### ■ Payment of seasonal fees and charges

User groups have 2 calendar months from the start of their seasonal booking to provide record of their registration numbers for junior and senior sport. If information is not provided by this date Council will raise an invoice determined on an estimate.

Council does not charge for junior sport, however registration figures are required for planning purposes.

### ■ Licence Agreements for seasonal hirers

All seasonal hirers must enter into a license agreement with Council, which may have special conditions.

### ■ Payment of utilities

Seasonal hirers are responsible for paying utility charges related to their seasonal use. Where the facilities are shared, each user group will be responsible for a percentage. Council determines the percentages of use based on bookings received and the nature of use.

Hirers will receive written notice of the percentage to be paid, with their booking allocation confirmation.

Seasonal hirers will be billed as per billing cycle. All electrical appliances relating to the seasonal hirers should be switched off at the end of season otherwise costs will be incurred.

### ■ Synthetic wickets

Council provides and maintains synthetic wickets for the use of the whole community. If an individual or a sports club damages a synthetic wicket through misuse then Council will seek the costs of repairing or replacing the synthetic wicket from that person or club.

### ■ Cricket nets

Cricket nets on Council land remains the property of Council and cannot be removed in part or full.

Cricket nets should always provide public access to at least one practice wicket.

### ■ Permanent/semi-permanent football goals

Permanent and semi-permanent goals must conform to relevant Australian Standards and statutory requirements and be properly installed and secured. Goals must not have sharp edges protruding that may cause injury. Goal nets and padding are the responsibility of the sports club and must be erected, stored and maintained in a safe condition.



## ■ Line marking

All line-marking requirements are the responsibility of the user group. Only products such as agricultural limestone or water based spray paint or other similar material which will not endanger users or damage turf may be used for line marking.

Limil, herbicides and other products such as 'Round Up' that are harmful to a person's health, and can cause damage to the playing surface should not be used.

## ■ Movable football goals

All moveable goals must be compliant with the relevant Australian Standards and statutory requirements

Portable football goals are the responsibility of the sports club. Council does not provide, maintain or replace portable football goals. All sports clubs must:

- Ensure that portable goals are securely anchored to the ground.
- That all equipment and safety padding is checked and adjusted before every use.
- Never allow any person to climb on netting or goal framework.
- Display safety warnings that are prominently positioned and clearly visible on goal posts.
- Ensure that goal posts are removed and safely stored to prevent unauthorised use and potential injuries.
- Further, equipment that is not used or stored correctly may be removed and disposed of by Council at the club's cost.

## ■ Scoreboards and coach's boxes

Permission must be obtained from Council for the construction of scoreboards and structures. All maintenance will be the responsibility of the sports club. If scoreboards and structures deteriorate to a condition that is dangerous or is deemed inappropriate for a structure in a Council reserve it will be removed by Council and the sports club will be charged accordingly.

The sports club should contact Council's Property and Building Services section in the first instance, for permission and guidance for any structure to be built on/at a sportsground.

## ■ Installing additional sportsground lighting

Permission must be obtained from Council for the construction of any sportsground lighting. Council will manage sportsground lights to ensure a standardised approach. Sportsground lighting on Council land remains the property of Council and cannot be removed in part or full.

Council will maintain floodlight towers and fittings, and undertake globe replacements.

## ■ Times of use for training lights

Training lights must be turned off by 10.30pm. Any sports club that is found using sportsground lights beyond this time may have their usage times reduced or removed. If Council is called out after hours to turn off sportsground lights, all costs for the call out will be charged to the club.

## ■ Water restrictions

Clubs must comply with any water restrictions and should understand that water restrictions may affect their use of Council's sportsgrounds.

## ■ Facility audits and maintenance

Council inspects facilities to identify maintenance issues and assess cleanliness. If a club is found to be in breach of their license agreement Council will request that this be rectified. Charges for repairs deemed to be through misuse, including damage by a visiting club will be billed to the licensee.

## ■ Storage

The storage of equipment is the responsibility of the Club in a dedicated storage area. Shipping containers or other structured storage require development approval by Council. Storage of gas cylinders is prohibited.

## ■ Requesting alterations to club facilities

A written proposal must be lodged with Council including preliminary design plans, costing and confirmation of Club contribution. The Club will be ineligible for consideration of capital works and funding grants if it has defaulted in its payment of debts to Council. Information will assist officers in development of capital works programs, however there is no guarantee that any or all projects will be undertaken or funded. Facility alterations are subject to the prior approval of Council and may be subject to planning approval.

User groups wanting facilities upgraded must apply to Council in writing. Proposal should outline:

- Confirmation of Club contribution/ability to fund
- Detailed plans
- Timing of the proposed works
- Schedule of materials
- Letters of support from all other Club who are allocated the facility
- A minimum of 3 quotes must be supplied.

Council will not be responsible for any unauthorised and/or illegal building works. Hirers will be responsible for all costs associated with any remedial works required.

All building and facility improvements will remain the property of Council and cannot be removed in part or in full.

## Glossary

**Access** - The degree to which the public can use a sports venue at a time of their own choosing.

**Agreement** - A combination of the signed and completed Application Form, and for Clubs the signed Licence Agreement.

**Bond** - All applications required to pay a security bond.

**Handover** - The period of time when seasonal clubs move-in and/or move-out of the facility. This is done on site with relevant clubs and Council present. During this time, facilities are inspected and keys are handed over.

**Club** - The incorporated body of people, herein applying for tenancy of a Sportsground.

**Council** - Muswellbrook Shire Council, including its staff and contractors.

**Dedicated Purpose** - The dedicated purpose of a sportsground is for a match or training to take place.

**Festival/Event** - An activity, public or private, whereby a mass gathering of people is organised and which uses a public thoroughfare or public amenity for activity other than its dedicated purpose.

**Hirer** - The person, user group or sports club that has been granted permission to the sporting field, park or facility.

**Juniors** - In line with relevant sporting associations.

**Non-Seasonal Use** - The use of a sportsground outside of the defined allocation agreement for activity such as pre-season training; finals training; pre-season matches and/or final matches. Such usage needs to be applied for separately and may incur an additional charge.

**Organisations** - Means hirers other than a private individual, e.g. commercial business, registered Club and/or association including committee members, registered charities and schools.

**Pre-season** - The use of a sportsground prior to the season beginning. Charges will apply to any request to use grounds for pre-season training. Charges are calculated on a pro rata basis in accordance with sportsground fees and charges.

**School Use** - Any school granted permission to use a Sportsground during school hours.

**Seniors** - An age category of players aged 18 years and over unless otherwise specified by your sporting association.

**Sportsground** - An area of open space provided specifically for the purpose of conducting formal sport or encouraging informal recreation activity.

**Sub-letting** - Sub-letting refers to the rental of Council owned properties by a tenant to another person or organisation. Sub-letting of Sportsgrounds is not permitted under any circumstances.

**Training** - Non-competitive activities undertaken to prepare participants for competition.

**User Group** - A body of people who have been granted a Seasonal allocation. This includes Sports Clubs, community organisations, schools, sport associations or other groups.