

## Permit Conditions

### Sportsgrounds and related facilities

By applying to hire council sportsgrounds and related facilities, applicants ("Permit Holder") are deemed to agree to abide by the following terms and conditions if granted a hire permit.

#### The Permit Holder's obligations

##### COVID-19 Ready Safety Plan

As part of your application please attach your COVID-19 Ready Safety Plan, as part of the Tasmanian Government's COVID-19 Safe Workplaces Framework. A template can be downloaded from WorkSafe Tasmania's website at <https://worksafe.tas.gov.au/topics/Health-and-Safety/safety-alerts/coronavirus/create-your-covid-19-safety-plan>

For the purpose of these Permit Conditions a reference to Premises refers to the sportsground and/or facility the subject of this Permit.

**Advertising and loudspeakers** – No advertising material of any kind is to be displayed or distributed or loudspeakers used without council's prior approval in writing and must be in accordance with council's Signage on Council Owned Land and Facilities Policy and Guidelines.

**Bonds for seasonal users** – Bonds are in accordance with council's Adopted Fees and Charges Schedule. Where a bond is required by council in relation to the hire of the Premises, any permit fees and any costs or expenses incurred by council as a result of any damage or loss to any council property arising out of or in connection with the use of the Premises by the Permit Holder or any person responsible to the club or any expense incurred by council as a result of any non-compliance with the conditions of this permit by the Permit Holder will be deducted from the bond. If council incurs any costs or expenses in excess of the bond amount, the costs or expenses are recoverable from the Permit Holder. (Please also refer to [Breach of Permit Conditions](#)).

**Bookings** – The Permit Holder is not permitted to use the Premises at any time without a hire permit. The Permit Holder is responsible for ensuring all the home match dates are booked and confirmed in a reasonable period. All requests for changes to bookings are to be emailed through to the Open Space and Recreation Officer. Adjustments will be made to the booking and fees reduced if appropriate. If the Permit Holder uses a Premises without prior permission a surcharge will be applied as well as the normal hire rate and future use of the Premises may be jeopardised. All requests, enquiries etc. in relation to the Premises must be directed to the Open Space and Recreation Officer and not to the council's sportsground staff.

**Bookings for gala days** – If Permit Holders wish to hold an event such as a fund raiser for the club or a Gala Day, an Event Notification form must be completed online via council's website at [www.ccc.tas.gov.au/community/events/community-event-requirements](http://www.ccc.tas.gov.au/community/events/community-event-requirements). Please discuss the details of the proposed event with the Open Space and Recreation Officer to ensure it will be suitable to be held at the Premises. A period of at least eight weeks is to be allowed for the application to be processed.

**Breakages/maintenance** – All breakages/maintenance issues at the Premises must be reported to the Open Space and Recreation Officer (03 6217 9695) at the time if during business hours, or, if after hours, on the next business day.

**Building/Maintenance** – emergency issues must be reported to the Open Space and Recreation Officer, if during business hours, or, if after hours please ring the after-hours emergency number 03 6217 9700.

**Cancellation of bookings by Permit Holder** – If for any reason the Permit Holder does not require a booking, the Permit Holder must advise the Open Space and Recreation Officer prior to the booking date, where possible, and no more than one business day after the cancelled booking. No hire fee will be applied if information is provided in accordance with the above, and prior to invoice being raised.

If the cancellation is for a booking at a Premises with remote lighting the Open Space and Recreation Officer must be contacted no later than 4.30pm on the day the booking is meant to occur; if advice is not received both sportsground hire and light charges will apply.

In the event a booking at a Premises with remote lighting needs to be cancelled after hours, please call the after hours number 03 6217 9700; if advice is not received both sportsground hire and light charges will apply.

**Care and tidiness: changerooms and Premises-** The club must ensure all reasonable care is taken to avoid damage to the Premises. The club is responsible for ensuring the Premises is left clean and tidy in readiness for the next booking. Changerooms must be left in a clean and tidy condition. This includes:

- Bandages etc. to be placed in bins.
- Boots are not to be knocked on walls to remove excess dirt.
- Changerooms must be swept to clear dirt/grass etc.

**End of season closure of Premises** – Premises will be closed at the sole discretion of Council in order to accommodate usage requirements by all codes.

It is the club's responsibility to keep the Open Space and Recreation Officer informed of the club's finals schedule which includes ongoing training and any potential home sportsground finals games, so that Council can use this information to ensure Premises bookings are fair and equitable for all users.

Sections of the Premises may be closed off for change-over maintenance during this time. If the club is not prepared to use the Premises with barricading in place, then alternative arrangements need to be made by the club during this time. If barriers are removed by the club, this will be considered a [Breach of Permit Conditions](#) and continued use of the Premises by the club may be cancelled for a period to be determined by the [Manager Environment, Facilities and Recreation](#). The club will also be invoiced the appropriate fee as outlined in the [Clarence City Council List of Fees and Charges](#).

**Equipment** - Equipment is not to be left or stored in changerooms at the Premises without prior written permission from the Open Space and Recreation Officer. These areas must always be kept clear. Rub down tables are permitted but must be kept in a clean condition and removed at the end of the club's booking period.

Any requests by the club to leave electrical items in any part of the Premises must be in writing to the Open Space and Recreation Officer. Should this request be approved, the club is responsible for ensuring all electrical appliances comply with all applicable legislation, codes and Australian Standards and are tested and tagged and have appropriate overload protection.

Damage or loss to anything stored in the Premises is at the club's risk and no liability is given or implied by council.

**Fire safety** - Compliance with all fire safety notices including evacuation plans must be adhered to.

**Food** – Food is not to be prepared, cooked, sold or given away at any Premises without first meeting requirements under the current Food Act and the appropriate approvals being obtained. Please contact council's Environmental Health Officers on 03 6217 9500.

**Goal post padding/nets** – The club is responsible for any goal post padding that may be required. Goal post padding and nets must be removed and stored at the end of each session. These must not be left in change rooms at any time.

**Sportsground closures** – Council reserves the right at any time to close a sportsground if it considers that it is unsuitable for use for any reason including rain damage or if that use may result in the sportsground surface being damaged to an unacceptable degree.

Council will use every endeavour to communicate any closure directly to the Permit Holder as early as possible. Sportsground closure information is added to council's website ([www.ccc.tas.gov.au](http://www.ccc.tas.gov.au)) and Facebook page during office hours until 5pm each Friday. However, on weekends it is the responsibility of the Permit Holder to advise participants of cancellations.

If there has been a substantial weather event throughout the week and/or a rain event forecast for the weekend the Open Space and Recreation Officer will contact relevant Permit Holders/organisations during business hours to inform them the Premises will be inspected over the weekend and to standby for further information regarding the sportsground availability.

If appropriate, council officers will inspect booked Premises by no later than 7.30am each weekend morning as required and advise of any closures.

In the event of a closure, council's Technical Officer will telephone the key contacts for the relevant organisation noted on Page 1 of the Permit with fixtures that weekend, not the individual Permit Holders. The officer will endeavour to have this done no later than 8.00am. It is the key contacts responsibility to pass the information onto the relevant contacts within their organisation/competition.

If sportsgrounds are not closed by council and circumstances change e.g. weather deteriorates, the decision to play or not will remain with the umpires/Permit Holders/associations. However, the Permit Holder should be aware if the sportsground is damaged by play going ahead there is a possibility it will be closed for training during the week/s following.

When sportsgrounds are closed, the closure also includes the changeroom facilities.

The booking will be automatically cancelled when a sportsground is closed.

**Hire fees and invoices** – The Permit Holder must pay the Premises hire and lighting fees set in accordance with council's Adopted Fees and Charges Schedule. Details of council's current fees can be found at [www.ccc.tas.gov.au](http://www.ccc.tas.gov.au).

A tax invoice will be issued at the end of each month and must be paid in full within 30 days unless arrangements have been made with council's Finance Department.

Should the Permit Holder use a Premises without an authorised booking, the Permit Holder will incur an invoice for the Premises hire rate, plus a surcharge as outlined in council's Adopted Fees and Charges.

Credits for non-use of the Premises will not be issued once an invoice has been raised.

**Inspections of Premises** – Regular inspections will be undertaken throughout the season and the Permit Holder will be contacted regarding any issues.

Any items left in the Premises without permission will be removed and taken to Council's Depot in Mornington. It will be up to the Permit Holder to reclaim the items from the Depot at a time convenient to the Depot staff.

Failure to comply with any of the above conditions will be considered a Breach of Permit Conditions and any costs or expenses incurred by council as a result of any damage or loss to any council property arising out of or in connection with the use of the Premises by the Permit Holder or any person responsible to the Permit Holder or any expense incurred by council as a result of any non-compliance with the conditions of this Permit by the Permit Holder will be recoverable from the Permit Holder.

**Keys** – The Permit Holder will be responsible for all keys issued to them. Key access to Premises is not to be given to other persons and/or groups. Permit Holders must keep a register of those who have been allocated keys and this information must be provided if requested by the Open Space and Recreation Officer.

Seasonal Hire For key deposits to be refunded, keys must be returned within two weeks from your last booking.

All keys must be returned within the applicable time frame. Permit Holders not returning keys will have the deposits forfeited and they will be issued with an invoice for a further deposit for each key not returned. This invoice must be paid before the commencement of their next season. No further keys will be issued until outstanding keys are accounted for.

Refunds for any key deposits will be deposited directly into the bank account nominated by the Permit Holder; if the Permit Holder has not already supplied council's Finance Department with this information, please request a form from the Open Space and Recreation Officer.

If teams are playing at Premises other than their home sportsground it is the Permit Holder's responsibility to ensure they can access the Premises; this may require them obtaining a key during normal business hours from council's Open Space and Recreation Officer beforehand. The Permit Holder will be charged the "Call Out" fee if a council officer is required to attend to open and close the Premises after hours.

**Liquor** – No liquor is to be sold, supplied or brought into the Premises without council's prior approval in writing and the necessary liquor license issued by the Liquor and Gaming Branch (Commissioner for Licensing).

Alcohol is not permitted in changerooms.

**Metal pegs** – Metal pegs are not to be used for any purpose. If it is found the Permit Holder has used metal pegs, then the Permit Holder will be liable for any damage to equipment that is being used by council's ovals crews undertaking mowing/maintenance.

**Permits** – It is the Permit Holder's responsibility to ensure all relevant permits are in place, e.g. food, licensing. If hiring a canteen, please contact the Open Space and Recreation Officer to obtain an application.

**Portable goal posts** – Portable goal posts are not permitted at any council Premises unless approval has been obtained in writing beforehand. Contact the Open Space and Recreation Officer if the Permit Holder has any queries regarding this matter.

**Pre-checking Premises (including Sportsgrounds)** – Before each use the Permit Holder or another responsible person or persons must physically inspect the whole surface of any sportsground for anything which may cause potential injury such as surface conditions, glass etc. Such things are at the Permit Holder's risk alone and the Permit Holder is responsible for their removal so far as possible. Each inspection must be documented, and records kept for production if required. The Permit Holder must also notify council on the next business day if the Permit Holder finds anything which may cause potential injury.

**Restricted access** – Council Premises staff may at times restrict access to certain areas of the sportsground and the Permit Holder must abide by these restrictions. If barriers are removed by the Permit Holder, this will be considered a Breach of Permit Conditions and continued use of the sportsground by the Permit Holder may be cancelled for a period of time.

If the Permit Holder is not prepared to use the sportsground with barricading in place, then alternative arrangements need to be made by the Permit Holder while barriers are in place. During the summer sporting season, football boots are not permitted on any oval which hosts cricket training and/or matches. The wearing of football boots during the summer season is strictly limited to grounds designated for pre-season soccer and football training.

**Rubbish** – At the end of each hire, all rubbish left by participants and spectators of your event/s must be placed in the rubbish bins provided. If requested, additional rubbish bins can be provided at the expense of the Permit Holder.

**Security** – The Permit Holder is responsible for ensuring the Premises is securely locked when each hire period is finished. If damage is caused due to the Permit Holder failing to lock the Premises, then this will be considered a Breach of Permit Conditions.

**Sportsground lighting** – Lindisfarne No. 1 and 2, Geilston Bay No. 1, North Warrane, Clarence High Oval and Cambridge New Soccer have sportsground lighting programmed remotely. Permit Holders cannot operate lights at these sportsgrounds.

**Sportsground Matches** – If hiring one of these Premises for matches the Permit Holder must complete the “Lights for Matches Time On-Off” column on the Booking Page attached. Please make allowances for setting up/packing up.

**Sportsground Training** - Lights will be set to come on 10 minutes prior to the start time and will turn off 10 minutes after the finish time shown on the booking details page included in the Permit Holder’s application to hire.

If changes occur to remote sportsground light times after you have applied, you must advise the Open Space and Recreation Officer by email immediately and during business hours.

The Permit Holder is to advise all coaches, trainers, players of the approved light booking periods in accordance with the permit. No ad hoc changes to lighting periods will be undertaken.

If any technical issues arise associated with this lighting system outside of normal business hours, please call the after hours number 03 6217 9700.

Sportsground lighting fees will apply in accordance with council’s Adopted Fee Schedule.

As other sportsgrounds are changed over to this system Permit Holders hiring those Premises will be notified of the change.

## Council’s obligations

**What council will do** - Council will maintain the sportsgrounds in accordance with council’s Adopted Levels of Service.

**Risk, insurance and indemnity** - Council uses all reasonable care to ensure its sportsgrounds and facilities are suitable for their intended purposes, however the use of them by the Permit Holder is entirely at the Permit Holder’s risk. The Permit Holder must hold appropriate public liability insurance to cover any hire period (minimum \$20M cover) and provide council with a Certificate of Currency of Insurance prior to the commencement of the use of the Premises (inclusive of the sportsground and / or facility).

By accepting this permit, the Permit Holder will be deemed to indemnify and keep indemnified council from any claim, liability or damage including personal injury or death arising out of or in connection with the use and occupation of the Premises (inclusive of the sportsground and/or facility).

**Breach of permit conditions** – Council, in its discretion, may, at any time and on notice to the Permit Holder, cancel the Permit Holder’s permit if the Permit Holder has consistently or seriously breached any Permit Conditions.

Any costs or expenses incurred because of a Breach of Permit Conditions will be recoverable from the Permit Holder.

Any fees and/or charges associated with a Breach of Permit Conditions will be either in accordance with council’s Adopted Fee Schedule or at cost, including any overheads.

**PERMIT CONDITIONS ARE TO BE RETAINED BY PERMIT HOLDER**