



Glenelg Shire Council

Conditions of Hire- Casual Use of Council Recreation Reserves and Pavilions

1. Introduction

This document sets out the terms and conditions of hire in relation to both casual and school use of all Glenelg Shire Council owned/managed Reserves and Pavilions.

2. Bookings

Glenelg Shire Councils Recreation Coordinator and relevant Reserve Committees of Management are responsible for the booking of all Glenelg Shire Council owned/managed Reserves and Pavilions, for both permanent and casual usage.

Clubs/organisations/Casual hirers are NOT permitted to use Council Reserves or pavilions without first having approval from Glenelg Shire Council.

3. Applications

Applications for the use of any Glenelg Shire Council Recreation Reserve and/or Pavilion must be made on the required Application Form via Reserve Manager <https://www.imscomply.com.au/glenelgrm/> (See Appendix 1 for Instructions for making a booking).

Casual hirers failing to correctly disclose the exact nature of their function or proposed use of the facility on the application form will jeopardise any future bookings of Council facilities.

Where the application is made on behalf of an organisation or body, the application shall state the name of such organisation and the authority of the applicant for making such application.

4. Hire Payments:

The hire charge must be paid no less than 14 days before the date on which the Reserve/Pavilion will be used or immediately upon booking should this be less than 14 days. The hire charges payable will be those in effect at the time the Reserve/Pavilion is used.

Please see Appendix 2 for Tax Invoice Template.

5. Cancellation of a booking:

A) When in opinion of the Recreation Coordinator, the state of the ground or pavilion is such that it should not be used, a cancellation of the usage for any scheduled activity may occur

- B) Any decision by the Recreation Coordinator to cancel a scheduled activity overrides that of any Association, Club or game Umpire.
- C) The hirer hereby agrees to accept the decision of the Recreation Coordinator and to be held to have consented to the cancellation and to have no claim at law or equity for any loss or damaged caused by the cancellation.
- D) The Chief Executive Officer (CEO) is empowered to cancel any booking made when the same is required for a Municipal function or by reasons of national or district emergency.
- E) In the event of Council cancelling a booking, any hire charge that has been paid will be returned in full.
- F) If the hirer cancels a booking, the hire charge will be returned in full upon the condition that notification of such cancellation is received in writing by the Recreation Coordinator at least 14 days prior to the booking.
- G) In cases of extreme weather conditions, whereby a booking needs to be cancelled for the safety of participants, a written application for a refund must be submitted within three (3) working days of the booking date.

6. Insurance, Property Insurance and Risk Management

PUBLIC LIABILITY INSURANCE

Although Council holds Public Liability Insurance to cover its own liability, the activities of independent bodies, public elected committees and sporting bodies etc who occupy Council owned buildings are NOT protected by Council Public Liability Insurance.

The hirer shall, at all times during the term of this agreement, be the holder of a current public liability policy of insurance, which covers it in respect of the activities the subject of the use of Councils facility and be for an amount of at least \$10 million. The said policy shall be effected with an insurer approved by Council. The hirer shall provide to Council evidence of this policy (upload to booking application) prior to the commencement of this agreement. Copies of subsequent renewals during the hire period must be provided to Council prior to the renewal date.

Casual Hirer Public Liability Scheme

The Glenelg Shire Council holds a Casual Hall Hire Public Liability Policy that is available to individuals and groups, for non-profit making events/activities, that do not have existing public liability insurance for an additional fee of \$16.00. This policy does not cover the following:

- Festivals;
- Sporting Type;
- Rock concerts/performances; or
- Hirers involved in profit making activities where an admission is charged.

This scheme is only available to hirers that meet the criteria and where payment of the appropriate fee has been paid for prior to the hire.

PROPERTY INSURANCE

- Buildings owned by Council are fully insured by Council
- Contents owned by Council are fully insured by Council
- Contents purchased or supplied by occupiers and not considered fixtures of facility, remain the property of the occupiers and are NOT insured by Council.
- Council does NOT insure property, which is owned by others.
- Council does NOT insure cash and consumable goods kept on premises by occupiers.

Clubs/organisations are also required to obtain appropriate insurance to cover all equipment they own, and are advised to take adequate precautions to ensure that equipment is stored and used safely. Council will not take any responsibility for equipment owned by clubs or hirers.

RISK MANAGEMENT

The hirer agrees, prior to the commencement of this agreement, to submit to Council their risk management plan on the provided template (see Appendix 3) which addresses the risks associated with the hirers use of Councils facility and how such risk will be addressed.

7. Permission to Occupy

- A) The hirer shall only be entitled to the use of the particular part(s) of the Reserve/Pavilion hired on the date set out in the hire booking form and Council reserves the right to permit any other portion of the Reserve/Building to be hired for any other purpose at the same time.
- B) The right conferred on the hirer shall be a permission to occupy and shall not be constructed as a tenancy. Nothing contained in these Terms and Conditions shall confer on a casual or regular hirer the right to exclusive possession and the Council may at its discretion allow other individuals and groups to have Casual use of the premises.
- C) Hirers granted permission to use Glenelg Shire Councils Reserves/Pavilions shall not assign the right of use to any person, organisation or body.

8. Adult Supervision

Hirers under the age of 21 years must have the application form completed by an adult (>21 years) who will be supervising the event/activity. The person completing the application form and whose signature appears on the same is subject to these terms and conditions.

9. Smoking

SMOKING INSIDE ALL COUNCIL FACILITIES IS STRICTLY PROHIBITED.

10. Cleaning

Pavilion

It is the responsibility of the hirer to ensure that the Pavilion is maintained in a clean and tidy state at all times. Council officers will carry out periodical inspections and should the Pavilion, in the opinion of the Council Officer, not be in a satisfactory state the costs incurred in reinstating the Pavilion will be the responsibility of the hirer.

Where the facilities are shared it is the responsibility of the joint hirers to make the necessary arrangements to ensure that the Pavilion is maintained, in a clean and tidy state at all times

Where in the opinion of the Recreation Coordinator, the facility has been left in an untidy state; a cleaning charge shall be incurred and the hirer will be invoiced for the cost to Council.

Reserve

It is the responsibility of the hirer to ensure that the Reserve and its surroundings are left in a reasonable state of tidiness after each use. If the Reserve has been left in an unreasonable condition, the costs incurred by Councils in reinstating the Reserve to an acceptable state will be will be the responsibility of the hirer.

11. Removal of Rubbish

It is the hirer's responsibility to remove ALL rubbish from the Reserve/Pavilion. Where the function is likely to produce large quantities of rubbish, it is recommended that the hirer contact a local garbage collection provider to arrange for a pick-up service or arrange hire of Councils Event Waste Trailer, which will be at cost to the hirer.

Further details regarding the hire of Councils Waste Trailer can be obtained on the Glenelg Shire Council website http://www.glenelg.vic.gov.au/Waste_Management or by calling 1300 Glenelg.

If rubbish is NOT removed Council will arrange for the rubbish removal and the casual hirer will be invoiced for the cost to Council.

12. Damage

Any damage to the Reserve or Pavilion being used must be reported immediately to the Recreation Coordinator (next business day). Hirers must supply details of how the damage was caused so that it can be determined who will be responsible for paying for the repair or replacement of Council property. The Recreation Coordinators decision will

be final and should the hirer fail to reimburse the Council for repair or replacement costs after a reasonable time has passed, the Council may decide to withdraw the use of the facilities.

13. Theft

Neither Council nor its servants shall be liable for any loss or damage sustained by the hirer or any person/firm/corporation entrusting to or supplying any article or thing to the hirer. The Hirer hereby indemnifies the Council against any claim by any such person/firm/corporation for any loss, damage or stolen article/thing.

14. Keys

A) Any keys issued to their hirer are to remain in the control of the hirer (or responsible person nominated by the hirer) at all times and are NOT to be transferred. It is the responsibility of the hirer, or nominated persons to ensure that ALL doors and windows are locked at the conclusion of the booking.

B) Council will immediately remove any unauthorised lock fitted by clubs/groups without notice, and at the expense of the hirer who fitted the lock

C) Casual Hirers

The Glenelg Shire Council Recreation Coordinator will issue casual hirers with keys to gain access to the Reserve/Pavilion

D) Entry and Closure

It is the responsibility of the hirer to ensure that the Pavilion is secured at all time

E) Security Deposit

The Glenelg Shire Council reserves the right to request the payment of a security deposit when issuing keys in both the short and long term.

15. Management of Facility

The hirer and any person under their direction shall forthwith obey all directions or orders given by Council staff as to the management of the facility and activities being conducted thereon.

16. Additional Conditions

The CEO may, in respect of any application, specify additional conditions that may be considered necessary. Any such additional conditions will be advised prior to confirmation of a booking.

17. Vehicles

No vehicles other than emergency vehicles are to be parked in or have access to a Reserve, except in those areas specifically set aside for vehicle parking.

18. Liquor

Liquor cannot be sold and/or consumed on Council premises unless Council grants approval and a licence has been obtained from Liquor Licencing Victoria, otherwise

alcohol should not be on the premises. The conditions contained within the licence must be strictly adhered to.

- 1) Contact Glenelg Shire Council Planning Department on 1300 GLENELG
- 2) Liquor Licensing Commission Victoria on 9655 3366.

Where a liquor licence is obtained and it relates to Council property, a permit is granted by Council for the consumption of alcohol at the designated venue. This is done as part of the application process for a liquor licence.

19. Good Order

Clubs/Organisations/Casual Hirers are responsible for the behaviour of all members/guests using the Reserve/Pavilion. The preservation of good order in the facility during the time allocated is the hirer's responsibility. Any damage to the facility or fittings due to irresponsible behaviours will be at the expense of the hirer.

20. Noise

Hirers of Council Reserves and Pavilions are to ensure that noise emanating from functions is not a cause for public annoyance, and that all noise pollution regulations are complied with.

21. Cooking

In relation to indoor facilities SAFE cooking is to be undertaken on the appliances installed in the facility only. Open spit roasters, BBQs and other portable cookers are strictly prohibited indoors.

22. Marquees

If you are planning to hold an event or activity for which entry is charged, or which is a building or place having an area larger than 500M², you may require an Occupancy Permit. The event or activity may be deemed public entertainment under the Building Act 1993, and is therefore governed by the requirement of that legislation.

If you are planning to erect marquees, stages, seating stands or other "prescribed temporary structures" the written consent of Councils Municipal Building Surveyor may be required. You are advised to contact Councils Building Services Department on 1300 GLENELG for further information.

Any structures or equipment requiring pegs to be driven into the ground are not permitted on a designated playing field.

23. Public Toilets

It is the responsibility of the user groups to ensure the toilets are left in a clean and tidy state after all use.

Hirers should consider providing toilet paper during the hire period.

Additional cleaning of public toilets can be requested on occasions for an additional fee.

Where in the opinion of the Recreation Coordinator, the toilets have been left in an untidy state; a cleaning charge shall be incurred by the hirer. Such charge will be paid by the hirer immediately after an account has been rendered.

24. Linemarking

Casual hirers are NOT permitted to mark lines on sporting reserves, without first obtaining written permission from Councils Recreation Coordinator. If permitted, line marking must be carried out using a suitable marking paint. **Lime, Roundup, Diesel or other substances that kill grass cannot be used.**

25. Advertising

Advertising signs are not permitted on either Council pavilions or fences without approval from Glenelg Shire Council Planning Department.

26. Shared Usage

Hirers sharing a Reserve/Pavilion are to liaise with other hirers to ensure clashes do not occur over training schedules, pavilion usage and equipment storage.

27. After Hours Emergencies

In the event of an emergency outside of normal business hours, hirers are to contact Glenelg Shire Council's After Hours Service on 1300 GLENELG. This number is for urgent cases only, where the building cannot be secured or there is some sort of fault that is dangerous.

Any other issues should be reported to the Recreation Coordinator on the next day of business.

28. Disputes

In the event of any dispute or difference arising as to the interpretation of these conditions or of any matter contained therein, the decision of the CEO shall be final and conclusive.

29. Breach of Conditions of Use

Any breach of one or more of these conditions may at the discretion of Council, result in the use of the Reserve/Pavilion, or both, being withdrawn.

30. Any Questions/Comments

Please contact the Recreation Services Department on 03 5522 2346 during business hours. All correspondence should be sent to hrowe@glenelg.vic.gov.au or PO Box 152, Portland, VIC 3305.

Fees and Charges for Hire of Recreation Reserves 2020/21

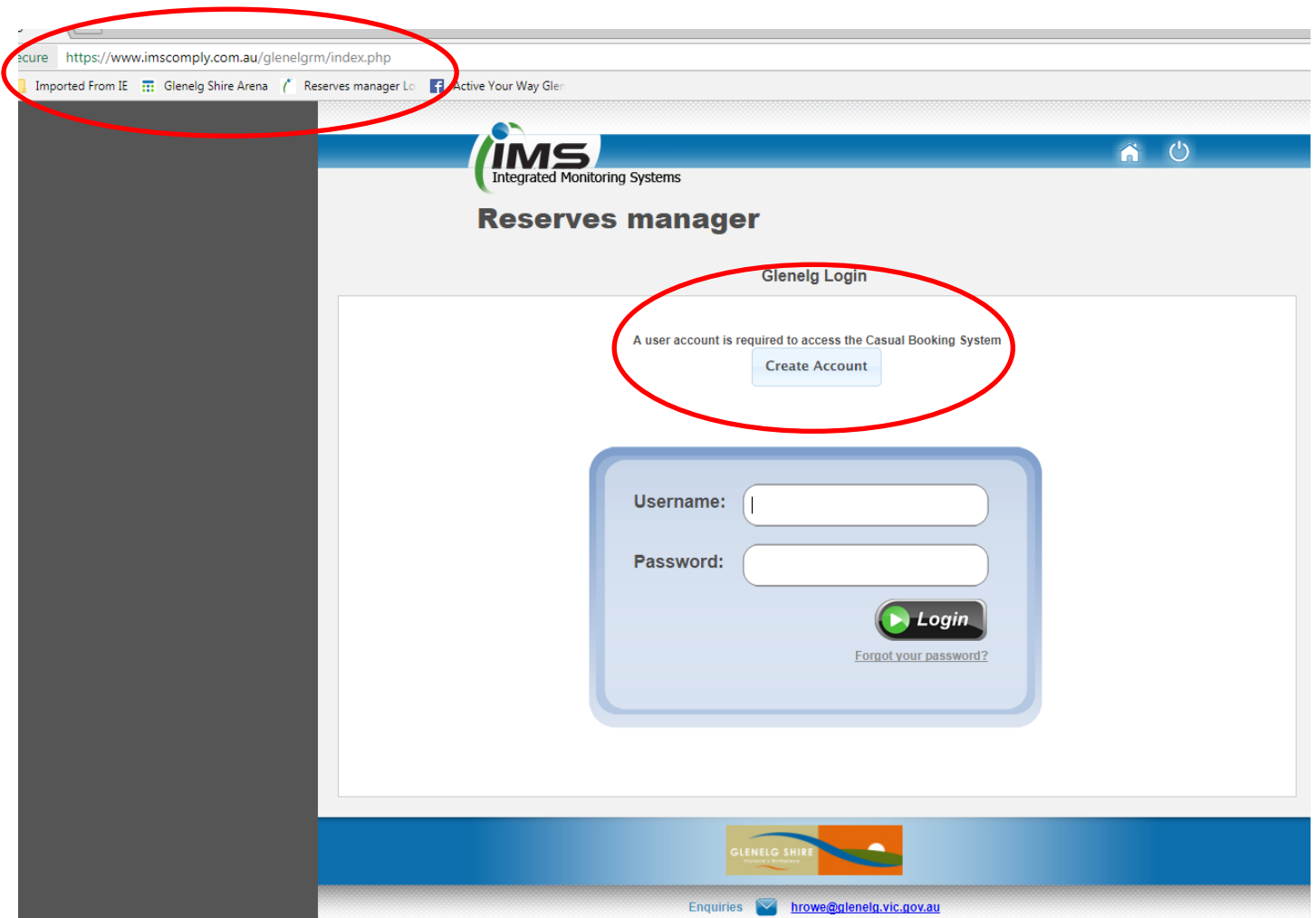
Recreation Reserves		
Casual Hire	Fee (GST inclusive)	GST applicable?
Full Day	\$269.00	Yes
Half Day (max. 5 hours)	\$135.00	Yes
Hourly Rate	\$33.50	Yes

Public Liability Insurance Cover	
Venue Hire Per Hire	\$16.00

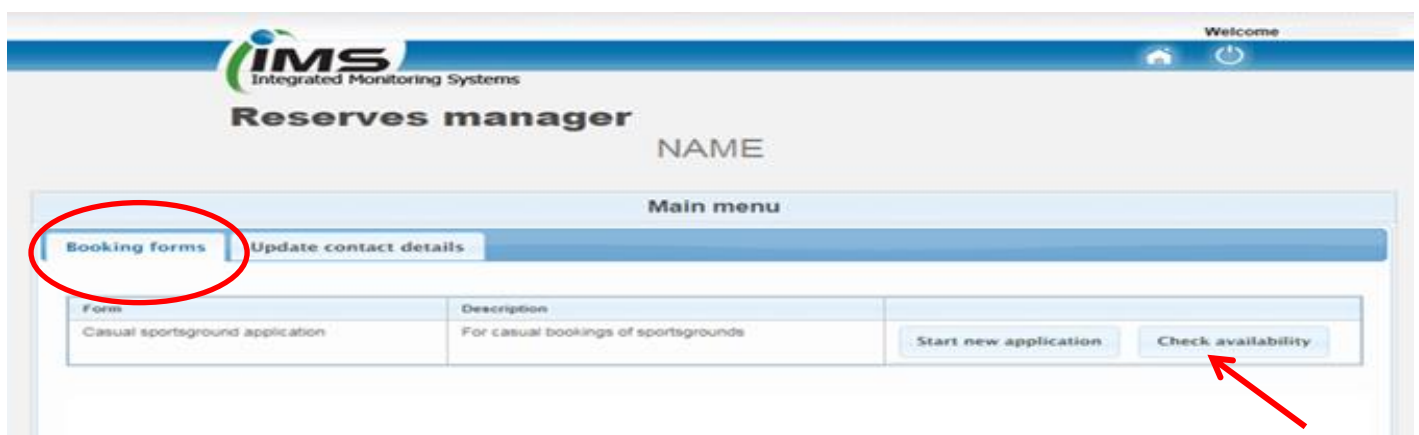


Appendix 1 Reserve Manager Booking Process- Casual User

1. Go to Reserve Manager Website <https://www.imscomply.com.au/glenelgrm/menu.php> If you have not registered for a User Account click Create Account and fill in the registration form. A confirmation email will be sent to the registered address, follow the prompts in the email to confirm account. Log on with registered email address and password.



2. Click on Bookings Tab and check availability for your required date(s)



Appendix 1 Reserve Manager Booking Process- Casual User

3. Enter required date(s) and find required sportsground in the left column. A green or blue line indicates that the sportsground is booked and may not be available, contact GSC Recreation Coordinator to discuss 03 5522 2346 or hrowe@glenelg.vic.gov.au Click bookings home.

The screenshot shows the IMS Reserves Manager interface. At the top, there is a blue header with the IMS logo and the text 'Integrated Monitoring Systems'. Below this, the page title is 'Reserves manager' and the subtitle is 'Casual sportsground application'. The main content area is titled 'Check availability' and includes a 'Back' button and a 'Bookings home' button. A date field is set to '19-Dec-2017'. A legend indicates that green bars represent 'Seasonal booking', blue bars represent 'External booking', and 'PB' represents 'Provisional booking'. Two notes are provided: 'Note 1: provisional bookings are allocated on a first come first serve basis.' and 'Note 2: C indicates the ground is closed'. The main table shows a grid of sportsgrounds and time slots from 7:00am to 1:30pm. The 'Alexandra Park and Recreation - Change rooms' row is highlighted in green, indicating it is booked. The 'Date' field and the 'Sportsground' list are circled in red. A red arrow points to the 'Bookings home' button.

Sportsground	7:00am	7:30am	8:00am	8:30am	9:00am	9:30am	10:00am	10:30am	11:00am	11:30am	12:00pm	12:30pm	1:00pm	1:30pm
A Test Reserve - Pavilion														
A Test Reserve - Pavilion West														
A Test Reserve - Pitch 1														
A Test Reserve - Pitch 2														
Alexandra Park and Recreation - BMX Complex														
Alexandra Park and Recreation - Change rooms														
Alexandra Park and Recreation - Greyhound Track														
Alexandra Park and Recreation - Netball Courts														
Alexandra Park and Recreation - Oval														
Alexandra Park and Recreation - Pavilion														

4. Click start new booking under Booking forms tab and complete the form.
 - Contact details will be auto-filled with account contacts;
 - Select the sportsground you would like to book;
 - If multiple dates are required click add another booking and select dates; and
 - A current Certificate of Public Liability must be uploaded with your application and the Terms and Conditions read thoroughly, otherwise the form cannot be completed and approved.
5. Once Terms and Conditions have been Downloaded and read, and have ensured all details are correct, then click submit application at the bottom of the page.

Note: please allow 5 working days for your application to be processed and approved by Council

APPLICATION FOR CASUAL USE OF RESERVE/SPORTSGROUND

Section A - Contact Details

Name of Organisation / Group:

First name: Phone (home):

Last name: Phone (bus):

Address: Phone (mob):

Suburb: Fax:

Postcode:

Login Details

Username / email:

Password:

Section B - Booking Information

Reserve / Sportsground required:

Number of Sportsgrounds required: 1 2 3 4 5

Number attending:

Activity to be conducted on reserve/sportsground:

<input type="checkbox"/> Athletics	<input type="checkbox"/> Football	<input type="checkbox"/> Soccer
<input type="checkbox"/> Baseball	<input type="checkbox"/> Hockey	<input type="checkbox"/> Softball
<input type="checkbox"/> Cricket	<input type="checkbox"/> Netball	<input type="checkbox"/> Tennis
<input type="checkbox"/> Other (please state)		

Please tick the box relating to your activity:

<input type="checkbox"/> PE Class	<input type="checkbox"/> Regional Competition
<input type="checkbox"/> Interschool Competition	<input type="checkbox"/> State Competition
<input type="checkbox"/> Intraschool Competition	<input type="checkbox"/> Social

What items will be taken onto sportsground/reserve:

Do you need access to public toilets? Yes* No
* subject to reserve amenities.

Date/s of proposed event:

Booking number: 1

Date of booking:

Times required: From: To:


Tick box if a recurring event:

Section C - Public Liability Certificate

Please attach a current Public Liability Insurance Policy Certificate to the value of at least \$10 million that covers the activities that will be undertaken during the proposed booking.

Section D - Terms and Conditions

Please read the Terms and Conditions before ticking the checkbox to accept these Terms and Conditions.



TAX INVOICE

ABN: 48 217 289 490



Cliff Street P.O. Box 152, PORTLAND, VICTORIA, 3305
 Telephone: (03) 55222200 Fax: (03) 55222290
 TTY: (03) 55222377 Ausdoc: DX 30509, PORTLAND

Group name
 Attention name
 Address 1
 Address 2

Invoice No:

Date of Issue:

Event Date	Event Set-up	Event Start	Event Finish	Event Clean-up

Details of Hire	Amount

Total Invoice Amount including GST

This Tax Invoice Includes GST of

✂

Please return this section with your payment

Invoice Number	Invoice Date	Hirer

Glenelg Shire Council

PO Box 152
PORTLAND VIC 3305

Payment to be made by:

Amount Payable:

Please sign and return a copy of the tax invoice to the Glenelg Shire Council. The balance of the total hire cost **\$0.00**, must be paid at least 14 days prior to the event.

I _____ of _____ hereby make application for the premises set out in this agreement for the day and times specified in the agreement and I acknowledge having received and read the Conditions of Hire- Casual Use of Recreation Reserves and Pavilions and undertake to be bound by and comply with these conditions in every respect and I further undertake to be responsible for ensuring that all individuals or groups using the premises in association with this application shall comply with the Conditions.

Signed: _____ Date: _____

Appendix 2 Risk Management Plan Template



Risk Management is an integral part of good management practice. Commitment to Risk Management will assist in keeping risk exposure to a minimum and help reduce injuries and potential loss. The Risk Management process involves identifying potential risks, analysing their potential damage and treating the risks (taking action).

The benefits of Risk Management are:

- An organisation can anticipate & respond to risks.
- Likelihood of a loss or damage to financial performance, reputation & stakeholder confidence can be minimised.
- Promotes a risk awareness culture within an organisation.

Having a Risk Management Plan and conducting a risk assessment prior to conducting an activity or event means potential risks can be identified, rated according to probability of occurrence and severity of damages. Controls and actions can then be taken to help reduce or mitigate any potential risks prior to the activity or event taking place.

Plan Statement

In maintaining this Risk Management Plan, we are committed to managing risk in accordance with the process described in the Australian Standard (AS/NZS 4360:2004), by identifying, analysing, assessing, treating, monitoring and communicating risk exposures associated with any of our activities or functions.

The delivery of this plan requires a consistent and systemic approach in recognition of any activities undertaken.

Responsibilities

Anyone involved with event or activity planning must be familiar with and grow their competence in the application of the risk management plan. All should accept responsibility for the delivery of the plan within their areas of responsibility.

Risk Assessment Process & Plan Delivery

It should be ensured that the following steps are undertaken for any activity:

1. List details of all potential risks/hazards (Risk Assessment Form).
2. Assess the likelihood and consequence of each risk and apply a risk level rating.
3. Identify what action needs to be taken.
4. Allocate the action to a person responsible.
5. Allocate a timeframe for completion.

Submission:

Please send your completed Risk Management Plan to hrowe@glenelg.vic.gov.au prior to your event.



Appendix 2 Risk Management Plan Template

Name of Event :

Date of Event:

Completed by:

Probability		Consequence/Impact	
1	Very High / Almost Certain	A	Death or over \$1 Mil damage
2	High – once in 3 years	B	Serious injury or major loss
3	Moderate / Sometimes	C	Injury medical treatment high financial loss
4	Low / Rarely	D	Minor Injury or Minor Loss
5	Exceptional Circumstances only	E	Negligible Impact or Loss

	A	B	C	D	E
1	H	H	H	M	M
2	H	H	M	M	L
3	H	M	M	L	L
4	M	M	L	L	L
5	M	L	L	L	L

Potential Identified Hazard (delete where not applicable)	Risk Level	How will risk be controlled	By Who	By When
Abusive / Threatening patrons				
Access to water bodies				
Access to wildlife (snakes etc)				
Adequate Lighting				
Adequate Shelter				
Alcohol				
Angry Traders				
Asthma Attacks				
Bomb Threat / Hoax				
Chemicals				
Communications				
Contractors				
Crowd Control				
Damage to Venue				
Dangerous / Suspicious Persons in Venue				
Dehydration				
Disability Access				
Electrical Safety				

Appendix 2 Risk Management Plan Template

Emergency back-up power				
Emergency Planning				
Evacuation Procedure				
Fall Hazards				
Fire Protection				
Fireworks				
First Aid				
Food Registration				
Fraudulent Tickets				
Gas Cylinders				
Hazardous Natural Features				
Heat Exposure				
High risk activities				
Hygiene Facilities				
Licences & Training Certificates				
Major Personal injury				
Manual Handling				
Marquee Collapses / leaks water				
Medical Emergency				
Needle sticks				
Night time venue break In				
Noise				
Overcrowding				
Parking				
Power Outage				
Public Disruption				
Public Liability Insurance				
Raffles & Permits				
Reinstatement of Site				

Appendix 2 Risk Management Plan Template

Road Closures				
Rubbish				
Security of site				
Site inspections (before/during/after)				
Slips & Trips at Venue				
Smoking				
Staff Safety				
Stall Holders Liability				
Temporary Structures				
Toilets				
Traffic Management Plan				
Unauthorised items at event				
Underground Services				
Volunteers				
Warning Signage				
Weather Contingency (storm, Fire Ban)				
Working with Children				