

SPORTING RESERVES and PAVILION LICENCE

THIS LICENCE is made on the date specified in Item 1 of Schedule One:

BETWEEN

Latrobe City Council and the Licensee whose name is specified in Item 3 of Schedule One.

RECITALS

- a) The Licensor is the registered proprietor of the Premises or holds the right to enable the granting of a licence to use the Premises.
- b) The Licensor has agreed to grant a licence to the Licensee for a non-exclusive right to use the premises for the Licence Term.

THE PARTIES AGREE

1. INTERPRETATION AND DEFINITIONS

1.1 Interpretation

In this Deed, including the recitals, unless the context otherwise requires:

- 1.1.1 a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any statutory instrument issued under, that legislation or legislative provision.
- 1.1.2 a word denoting the singular number includes the plural number and vice versa.
- 1.1.3 a word denoting an individual or person includes a corporation, firm, authority, government, or governmental authority and vice versa.
- 1.1.4 a word denoting a gender includes all genders.
- 1.1.5 a reference to a recital, clause, schedule, or annexure is to a recital, clause, annexure of or to this Licence.
- 1.1.6 a reference to any agreement or document is to that agreement or document (and, where applicable, any of its provisions) as amended, notated, supplemented, or replaced from time to time.
- 1.1.7 a reference to any party to this Deed, or any other document or arrangement, includes that party's executors, administrators, substitutes, successors and permitted assigns.

- 1.1.8 a reference to “dollars” or “\$” is to an amount in Australian currency; if a provision binds two or more parties (including any representation, warranty or indemnity given, made, or undertaken by two or more parties), that provision binds (and that representation, warranty, or indemnity is given, made or undertaken by) those parties jointly and severally.
- 1.1.9 if a party comprises two or more persons, the provisions of this Deed binding that party bind those persons jointly and severally:
 - 1.1.10 headings are for convenience of reference only and do not affect interpretation; and
 - 1.1.11 where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning.

1.2 Definitions

- 1.2.1 “Allocated Period” means whichever of the periods 1 October to 31 March inclusive (Summer season) or 1 April to 30 September inclusive (Winter season) during the Licence Term, in relation to which the Licensee has applied and been accepted to use the Premises;
- 1.2.2 “Commencement Date” means the date specified in Item 6 of Schedule One;
- 1.2.3 “Licence” means the licence to use the Premises granted by the Licensor to the Licensee on the terms and conditions set out in this document;
- 1.2.4 “Licence Fee” means the fee specified in Item 5 of Schedule One, and is inclusive of GST;
- 1.2.5 “Licence Term” means the term of this Licence specified in Item 7 of Schedule One;
- 1.2.6 “Licensor” means Latrobe City Council;
- 1.2.7 “Premises” means the Premises specified in Item 4 of Schedule One;
- 1.2.8 “Permitted Use” means the use specified in Item 9 of Schedule One;
- 1.2.9 “Licensee” means the named User Group on the application for Seasonal Licence.
- 1.2.10 “Maintenance” means works to preserve the condition of an asset and does not include routine cleaning of the asset.
- 1.2.11 “Responsible Council Officer” means the officer roles set out at Schedule Three Part C – Communication – Key Council Contacts.

2. GRANT OF LICENCE

- 2.1 The Licensor grants to the Licensee a non-exclusive licence to use the Premises for the Allocated Period from the Commencement Date for the Licence Term or until this Licence is terminated in accordance with the terms and conditions of this document.
- 2.2 Notwithstanding the grant of this Licence, in order to reserve use of the Premises or part of the Premises at specific times during the Allocated Period, the Licensee must make a successful Seasonal Application under Schedule Three Part S – Seasonal Allocations.
- 2.3 The Licensee acknowledges that it will be unable to use the Premises or a part of the Premises at times the Premises or that part of the Premises has been reserved pursuant to another user group's Seasonal Application.
- 2.4 The Licensee warrants that it is registered and will remain registered at all times during the term of this Licence as either:
 - 2.4.1 a corporation within the meaning of the *Corporations Act 2001* or
 - 2.4.2 an incorporated association (within the meaning of the *Associations Incorporation Reform Act 2012* (VIC)).

3. ASSIGNMENT

This Licence is personal to the Licensee and the Licensee is prohibited from assigning its rights under this Licence without the written permission of the Licensor which can be withheld at the discretion of the Licensor.

4. LICENCE FEE

- 4.1 The Licensee must pay the Licence Fee to the Licensor together with any applicable GST pursuant to clause 5 of this license.
- 4.2 The Licensor will provide a valid tax invoice to the Licensee for the Licence Fee that is payable within fourteen days of the completion of the Licence Term.
- 4.3 The Licensor shall be entitled to review and adjust the Licence Fee during the Licence Term at the times and in the manner specified in Item 11 of Schedule One.

5. GST

- 5.1 Expressions used in this clause and Licence have the same meanings as when used in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- 5.2 Amounts payable and consideration provided pursuant to the Licence are GST inclusive.
- 5.3 The recipient of a taxable supply made under or in respect of this Licence must pay the supplier, at the time the consideration for the supply is due, the GST payable in respect of that supply; and
- 5.4 A party is not obliged to pay GST on a taxable supply to it under this Licence until given a valid tax invoice for the supply.

6. OBLIGATIONS OF LICENSEE

6.1 The Licensee must during the Licence Term while using the Premises:

- 6.1.1 Only use the Premises for the Permitted Use.
- 6.1.2 Comply with all laws and requirements of the relevant authorities relating to occupational health and safety that are relevant to the Premises.
- 6.1.3 Comply with the Licensor's directions in relation to the use and management of grass sporting surfaces, hard courts, light towers, lighting fixtures, fittings, furniture, and services provided by the Licensor.
- 6.1.4 Keep the Premises clean and tidy and in the same condition as at the Commencement Date excluding fair wear and tear. The Premises is to be maintained in accordance with Schedule Two. A breach of Schedule Two is a breach of this clause.
- 6.1.5 Comply with the procedures and terms and conditions for use, maintenance and allocation set out in Schedule Three. A breach of Schedule Three is a breach of this clause.
- 6.1.6 Comply with any direction of the Licensor to:
 - (a) rectify any damage to the Premises;
 - (b) clean any part of the Premises;
 - (c) take any action that is required to return the premises to the state such Premises were in at the Commencement Date (excluding fair wear and tear); within fourteen days of the receipt of such direction. Should the Licensee fail to comply with any such direction the Licensor may enter the Premises and carry out any repairs, cleaning or works required to return the Premises to the state they were in at the Commencement Date and the Licensee shall be required to reimburse the Licensor for the cost of such repairs, cleaning or works on demand;
- 6.1.7 Only apply for the exclusive use of facilities in an Allocated Period for the actual days and times that club activities will be conducted i.e., all day/night or 24 hours/7 days per week usage requests, will not be accepted
- 6.1.8 Take full responsibility for repairs and replacements for any projects, services or products completed or purchased via a Latrobe City Council Community Grant.

6.2 The Licensee must not while using any facility in the Premises during the Licence Term:

- 6.2.1 Use the Premises for any illegal purpose.
- 6.2.2 Carry on any noxious or offensive activity on the Premises.
- 6.2.3 Do anything which might cause nuisance, damage or disturbance to tenant, occupier, or owner of any neighbouring property.

- 6.2.4 Use radio, telephone or any other sound producing equipment at a volume that can be expected to disturb neighbouring properties.
- 6.2.5 Do anything which may affect any insurance policy relating to the Premises by:
 - (a) making the policy capable of being cancelled or rendered ineffective;
 - (b) causing a claim on the policy to be rejected; or increasing an insurance premium effected by the Licensor. The Licensee must pay any increase in the insurance premium caused by the Licensee's act, default or use of the Premises;
- 6.2.6 Keep or use any chemicals, flammable fluids, acids or other hazardous materials on the Premises except to the extent that they are required for the Permitted Use, and must also not create a fire hazard in any other manner;
- 6.2.7 Make any alteration or addition to the Premises without the Licensor's prior written consent.
- 6.2.8 Install any fixtures or fittings to the Premises without the Licensor's prior written consent.
- 6.2.9 Install any permanent or temporary structure on any part of the Premises without the Licensor's prior written consent.
- 6.2.10 Bring onto the Premises any object which by its nature or weight might cause damage to the Premises without prior written permission of the Licensor.
- 6.2.11 Interfere with any of the services or equipment in the Premises except in an emergency.
- 6.2.12 Sub-licence the Premises to any third party without prior written permission of the Licensor, which may be withheld at the Licensor's absolute discretion.
- 6.2.13 Permit any third party to use the Premises (whether the Licensee is present or not) during the times reserved for the Licensee under the Licensee's Seasonal Allocation, without the prior written consent of the Licensor which may be withheld at the Licensor's absolute discretion.

7. LIABILITY AND INDEMNITY

- 7.1 The Licensee uses the Premises at its own risk and the Licensor accepts no responsibility for any loss or damage to the property of the Licensee.
- 7.2 The Licensee must take out and maintain public liability insurance in respect of its activities for an amount specified in Item 10 of Schedule One for any single event and provide the Licensor with a copy of the certificate of currency within seven days of a request to do so.
- 7.3 To the extent permitted by law, the Licensee releases the Licensor from any claim, action, damage, loss, liability, cost, or expense which the Licensee suffers or incurs or is liable for (except to the extent that the act, omission, negligence, or default of the Licensor or the Licensor's agents, employees, licensees or contractors has caused or contributed to the claim, action, damage, loss, liability, cost or expense) in respect of:

- 7.3.1 any loss or damage resulting from the Licensee's use of the Premises; or
 - 7.3.2 the death of, or injury to, any person in, on or at the Premises. Where liability cannot be excluded by law, it is limited to the minimum liability allowable by law.
- 7.4 The Licensee will at all times indemnify, keep indemnified and hold harmless the Licensor, its employees, and contractors from and against any claim, action, loss, damage, cost (including legal costs on a full indemnity basis), liability, expense or payment suffered or incurred by the Licensor arising out of or in connection with:
- 7.4.1 a breach of this Licence by the Licensee;
 - 7.4.2 any negligent, wilful, or unlawful act or omission of the Licensee, its staff, contractors, agents and invitees;
 - 7.4.3 any claim against Council by a third party in connection with the Licensee's use of and access to the Premises;
 - 7.4.4 any loss, injury, illness, or damage to persons (including death) including any third party to the extent it is caused or contributed to by the act or omission of the Licensee, its staff, contractors, agents, or invitees; and
 - 7.4.5 any loss of or damage to property of any kind to the extent it is caused or contributed to by the act or omission of the Licensee, its staff, contractors, agents or invitees; save and except to the extent caused or contributed to by the negligent or unlawful act or omission of Council, its staff, or contractors.

8. DEFAULT AND TERMINATION

- 8.1 The Licensor may terminate this Licence by providing notice to the Licensee if:
- 8.1.1 Any part of the Licence Fee is in arrears for 30 days, whether or not the Licensor has demanded payment;
 - 8.1.2 The Licensee breaches this Licence and does not remedy the breach within 7 days of receipt of written notice specifying the breach from the Licensor;
 - 8.1.3 The Licensee ceases to hold registration as either a corporation (within the meaning of the *Corporations Act 2001 (Cth)*) or an incorporated association (within the meaning of the *Associations Incorporation Reform Act 2012 (VIC)*).
- The Licensee ceases to hold registration as either a corporation (within the meaning of the *Corporations Act 2001 (Cth)*) or an incorporated association (within the meaning of the *Associations Incorporation Reform Act 2012 (Vic)*);
- 8.1.4 in the reasonable opinion of the Licensor the Licensee becomes bankrupt or insolvent or makes any assignment, composition, or arrangement for the benefit of its creditors.
- 8.2 If this Licence is terminated pursuant to clause 8.1, any bond paid by the Licensee to the Licensor in relation to a Seasonal Allocation is forfeited to the Licensor.
- 8.3 If this Licence is terminated pursuant to clause 8.1, any bond paid by the Licensee to the Licensor in relation to a Seasonal Allocation is forfeited to the Licensor.

This Licence may be terminated at any time during the Licence Term by the Licensor or the Licensee giving 30 days' notice in writing to the other party.

8.4 Upon termination of this Licence in accordance with clause 8.1 or 8.2 or at the end of the Licence Term:

8.4.1 The Licensee will be required to immediately vacate the Premises and leave them clean and tidy condition, in the same condition as at the Commencement Date excluding fair wear and tear.

8.4.2 The Licensee shall remove all fixtures, fittings and any other property owned by the Licensee from the Premises and make good any damage caused by installation or removal.

8.4.3 All amounts accrued or owing by the parties hereto will become immediately due and payable; and

8.5 Termination of this Licence under any circumstances will not abrogate, impair, release, or extinguish any debt, obligation, or liability that either of the parties to this Licence may have accrued including any such debt, obligation or liability which was the cause of termination or arose out of such cause.

9. GRANT OF LICENCE ONLY

The Licensee agrees with the Licensor that:

9.1 the Licensee is not entitled to exclusive occupation of the Premises;

9.2 the Licensor may use, or permit other parties to use, the Premises;

9.3 this Licence does not create any estate or interest in the Premises, than a contractual right;

9.4 this Licence does not constitute a lease at law and the Licensee will not claim before a court or tribunal that this Licence constitutes a lease at law; and

9.5 in the event that a court or tribunal determines that this Licence is a lease at law, the Licensor may, at its option, terminate this Licence by written notice to the Licensee.

10. OVERHOLDING

The Licensee shall not continue to use the Premises after the end of the Licence Term. No overholding is permitted.

11. GUARANTEE BY DIRECTORS OR PUBLIC OFFICER

11.1 In the event the Licensee is a corporation (within the meaning of the *Corporations Act 2001* (Cth)), its director(s), or if the Licensee is its director(s), or if the Licensee is an incorporated association (within the meaning of the *Associations Incorporation Reform Act 2012* (Vic)), its , its public officer(s), as listed in Item 12 of Schedule One, shall be required to sign this Licence as guarantor(s), in consideration of the Licensor entering into this Licence at the request of the guarantors.

11.2 The guarantors jointly and severally:

11.2.1 guarantee that the Licensee will strictly observe and perform its obligations under the Licence for the Licence Term;

11.2.2 must pay on demand to the Licensor any amount which the Licensee is entitled to recover from the Licensee under this Licence; and

11.2.3 indemnify the Licensor against all loss resulting from the failure of the Licensee to perform its obligations under this Licence.

12. HEALTH REGULATION

The Licensee shall not permit or allow the sale or consumption of any food on the Premises without the prior written consent of the Licensor and obtaining all appropriate licenses and permits as required by law.

13. HEALTHY SPORTING CLUBS AND ORGANISATIONS

Licensees are encouraged to achieve policy and program change by participating in the following healthy sporting programs:

- Healthy Choices Guidelines, Department of Health.
- Good Sports Program, Alcohol and Drug Foundation.

14. INCIDENT AND MAINTENANCE REPORTING

14.1 The Licensee shall promptly and as soon as reasonably practicable notify the Licensor of any:

14.1.1 required Maintenance items to be carried out by the Licensor;

14.1.2 breakage or damage to the Premises including any risks likely to arise as a result;
or

14.1.3 other potential health and safety risks or accidents at the Premises; by contacting a Responsible Council Officer by email or telephone.

14.2 Notice by email of an issue under subclause 14.1 will be taken to have been received by the Licensor when the Licensee has received a response in writing;

14.3 For all issues within subclauses 14.1.2 or 14.1.3 that present an immediate risk to health or safety that are notified to the Licensor by the Licensee:

14.4 the Licensor will inspect and undertake or arrange all necessary works to make safe as soon as reasonably practicable, regardless of which party would otherwise be responsible for the works under Schedule 2 or any other part of this Licence were there not the associated risk to health and safety;

14.4.1 where the Licensor carries out or arranges works under subclause 14.3.1 and the Licensee would have otherwise been responsible for the works under this Licence, the Licensee will reimburse on demand all reasonable costs incurred by the Licensor.

14.5 All issues notified by the Licensee to the Licensor under this clause other than those described at subclause 14.3, will be inspected and rectified by the Licensor as soon as reasonably practicable where the issue is the responsibility of the Licensor under Schedule 2 of this Licence, Issue which are the responsibility of the Licensee may form the basis for a direction by the Licensor to the Licensee under clause 6.1.6.

15. CHILD SAFE STANDARDS

15.1 Licensees are required to comply with the Victorian Child Safe Standards and must be implementing these standards within their organisation.

15.2 Licensees are to demonstrate to Latrobe City Council when requested, evidence of the implementation of the Child Safe Standards that will assist their organisation to:

- Prevent child abuse.
- Encourage the reporting of any abuse that does occur.
- Improve responses to any allegations of child abuse.

15.3 Latrobe City Council as Licensor has zero tolerance to any form of child abuse and is committed to the safety, wellbeing, and empowerment of children. Licensees are required to adhere to the Latrobe City Council Child Safety Policy at all times.

16. ADHERENCE TO COUNCIL POLICIES

Licensees are to adhere to the policies of Latrobe City Council at all times when accessing and using the Premises and seek clarification of those policies when required.

17. DISPUTES

In the event of any dispute or difference arising as to the interpretation of these conditions, or of any matter or thing contained therein, a panel shall be convened to arbitrate on the dispute:

17.1 The panel will be comprised of:

- a Latrobe City Council Councillor;
- the Latrobe City Council General Manager Regional City Planning, Assets and Presentation (or equivalent role); and
- the Presidents of two clubs/user groups that have use of another recreational facility owned or managed by the Licensor (but have use of another recreational facility owned or managed by the Licensor (but do not use the same facility as the Licensee) as the Licensee) and who will be selected by the abovementioned Councillor and General Manager

17.2 The panel will be chaired by the Latrobe City Council Councillor.

17.3 The decision of the panel shall be final and conclusive.

18. NOTICES

18.1 A notice given under this Licence may be given:

18.2 By post or hand delivery to:

- (a) Council at its address set out at Schedule One or any other address notified in writing to the Licensee;
- (b) The Licensee at its address set out at Schedule One, registered office or last known address of the Licensee.

18.3 By email to the party's address set out at Schedule One.

18.4 Hand delivered notices will be taken to have been received immediately on delivery.

18.5 Posted notices will be taken to have been received ten business days after posting unless proven otherwise.

18.6 Notices sent by e-mail will be taken to have been received at the time the email containing the notice left the sender's email system, unless the sender receives a system notification that the email was not received by the recipient and save and except for when the email is received outside the hours of 9.00 am to 5.00 pm on a business day, in which case the email will be taken to have been received at 9.00 am on the next business day.

19. REPRESENTATIONS

This Licence contains the entire understanding between the parties as to the subject matter contained in it. All previous agreements, representations, warranties, explanations, and commitments, expressed or implied, affecting this subject matter are superseded by this Licence and have no effect.

20. WAIVER

If the Licensor accepts the Licence Fee or any other monies under this Licence (before or after the end of this Licence) or does not exercise or delays exercising any of the Licensor's rights under this Licence, it will not be a waiver of the breach of this Licence by the Licensee or of the Licensor's rights under this Licence.

21. SEVERANCE

In this Licence:

- 21.1 if a provision in this Licence is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable; and
- 21.2 if it is not possible to read down a provision as required in this clause, that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in this Licence.

22. JURISDICTION

This document is governed by the laws in force in Victoria and each party submits to the non-exclusive jurisdiction of the Courts exercising jurisdiction in Victoria.

SCHEDULE ONE

1. **Date of signing of Licence:**
2. **Licensor:** Latrobe City Council.
Address: 141 Commercial Road, Morwell, Victoria
Email: denise.whittaker@latrobe.vic.gov.au
3. **Licensee:**
4. **Reserve Name:**
5. **In Season Licence Fee (all fees include GST):**
 - Premier Facility - Senior Club \$3,612.00 / Junior Club \$1,792.00
 - Category A Facility - Senior Club \$3,612.00 / Junior Club \$1,792.00
 - Category B Facility - Senior Club \$1,430.00 / Junior Club \$865.00
 - Category C Facility - Senior Club \$382.00 / Junior Club \$232.00
 - Hard Courts - \$120.00 (per court)
6. **Pre-season Licence Fee (all fees include GST)**
 - Premier Facility – Senior Club \$294.00 per month/Junior Club \$147.00 per month
 - Category A Facility – Senior Club \$294.00 per month/Junior Club \$147.00 per month
 - Category B Facility – Senior Club \$91.00 per month/Junior Club \$46.00 per month
 - Category C Facility – Senior Club \$68.00 per month/Junior Club \$35.00 per month
7. **Commencement Date:**
8. **Licence Term:** Six months.
9. **Permitted Use:** Sporting Activities and Club Social Activities.
10. **Public Liability Insurance Amount:** \$10,000,000 (minimum).
11. **Review of Licence Fee:** 2024/2025 Council Budget.
12. **Guarantors:**

SCHEDULE TWO

Maintenance and Provision Responsibilities of Council Owned Buildings

	ITEM	LICENSEE RESPONSIBILITY	LICENSOR RESPONSIBILITY
1.	Building Audits	It is the responsibility of Council to carry out all Audits of Council owned buildings.	
2.	Essential Safety Measures	It is the responsibility of Council to carry out all Essential Safety Measures within Council owned buildings.	
3.	Fire Extinguishers	Council is responsible for ensuring fire extinguishers are operational. When emptied by the user, it is the user's responsibility to notify Council asap.	
4.	Building Alterations	Seasonal Licence holders are NOT permitted to make any alterations to Council owned buildings.	
5.	Ceilings Doors (including cupboard doors and door fittings) Electrical wiring and fittings in buildings. Plumbing and Fixtures Painting Internal & External Roller doors and shutters Roofs & Skylights Building Exteriors Light Globes and Fittings (Buildings – External Security Lighting) Glass doors and windows	Council is responsible for all maintenance, repair, and replacement of these items. Where damage has been caused by misuse. LCC officers will inspect, repair and costs be forwarded to the user.	
6.	Curtains and Blinds	Regular cleaning and repair.	Replacement due to fair wear and tear.
7.	Cleaning	It is the responsibility of the Seasonal Licence holder to carry out regular cleaning to maintain the facility in a clean and hygienic condition.	

	ITEM	LICENSEE RESPONSIBILITY	LICENSOR RESPONSIBILITY
8.	Heating/Air Conditioning Fixtures, Ceiling fans, Hot water systems.	Payment of all gas and electricity accounts. Servicing and repairs to units.	Replacement due to fair wear and tear.
9.	Floor surfaces and coverings.	Cleaning of floor coverings and surfaces are to be organized annually at the completion of the seasonal licence period and carried out by a specialised contractor.	Replacement due to fair wear and tear.
10.	Glass	To keep clean and replace internal and external breakages.	To replace externally when breakage occurs due to vandalism only.
11.	Vandalism and Graffiti on Council Owned/Managed Buildings	Responsible for internal damages unless caused through a break in. Responsible for damages on club owned infrastructure, signage, and equipment.	Responsible for external vandalism and graffiti removal on Council buildings, signage, infrastructure.
12.	Security Systems	Licensees are responsible for their own security systems, inclusive of purchase, installation, service, and maintenance.	
13.	Light globes and fittings (Buildings – Internal)	Light globe replacement.	All other works.
14.	Other Permanent Fixtures	Regular cleaning of all fixtures and repair/or replace if due to misuse of negligence by Licensee. i.e.	No responsibility.

	ITEM	LICENSEE RESPONSIBILITY	LICENSOR RESPONSIBILITY
		wood heaters.	
15.	Food Handling areas and equipment	It is the responsibility of Licensee to comply with the relevant Health Acts and maintain such equipment required under the Health Act.	
16.	Paths of Entry and Exit	To be kept clear and clean at all times.	Safety inspections and recording as required by the Building Code of Australia.
17.	Telephones	Licensees are responsible for purchase, installation, utility costs, repairs, and maintenance.	
18.	Keys and Locks	Licensees are NOT permitted to install any non- Council locks on or within Council Owned Buildings. Licensees are responsible for any costs incurred by the loss of or damage to Council locks or Salto equipment, unless caused by vandalism.	Purchase, install and maintain all locks. Issue facility keys at the Licensor's expense and replace keys lost by the Licensee at their expense.
19.	LP gas bottles and flammable substances	Licensees must ensure that these items are not stored inside a Latrobe City Council owned or managed building. LP Gas Bottles or flammable substances found inside Council owned or managed buildings may be removed and stored offsite until collected by clubs.	

	ITEM	LICENSEE RESPONSIBILITY	LICENSOR RESPONSIBILITY
20.	Pest Control	Responsible for pest control except for birds and possums in pavilions	Responsible for the control of birds and possums in pavilions and rabbits on the grass sporting surfaces and outers.
21.	Fridge/Freezers	Maintenance, repairs, and replacement of Club owned units.	Maintenance, repairs, and replacement of Council owned units.
22.	Council owned stoves/ovens/cook-tops/rangehood/ Bain Marie	Routine cleaning only. Except when damage has been caused by misuse, the cost of repair or replacement will be borne by the Licensee.	Maintenance, repairs, and replacement of Council owned units.
23.	Bar Equipment	Licensees are responsible for all maintenance, inspections, replacement, and repairs as required.	
24.	Contents Insurance	Licensees are responsible for the provision of Contents Insurance, if deemed necessary by the licensee.	
25.	Sanitary Bins	Upon request from Licensee, sanitary bins are to be provided and serviced in public toilet and change room areas by LCC.	
26.	Electrical Double Adaptors and Power Boards PROHIBITED	Licensees are advised that the use of the pictured style of electrical double adaptor in pavilions and recreation facilities is prohibited.	
27.	Garbage Bins (portable)	Payment for additional portable garbage bins and/or stands and servicing. Payment for portable garbage bins and servicing.	Supply and servicing of portable garbage bins and stands as allocated to that reserve by Latrobe City Council Officers.

	ITEM	LICENSEE RESPONSIBILITY	LICENSOR RESPONSIBILITY
28.	Electrical Equipment – Test & Tag	Full responsibility for the Test & Tag of all club owned or allocated electrical appliances and equipment.	Full responsibility for the Test & Tag of all Latrobe City Council owned or allocated electrical appliances and equipment.
29.	Cooking Oil Disposal	Licensees are fully responsible for the immediate and appropriate disposal of full and empty drums of cooking oil from Latrobe City Council owned and managed premises. It is <u>strictly forbidden</u> to dispose of Oil by pouring it down a grease trap or drain.	
30.	Defibrillators	Full responsibility for the purchase, replacement, and maintenance of units.	Responsible for units servicing Community Rooms as stated in Council's Fees and Charges schedule.
31.	Bar/Alcohol Area Shutters and Roller doors	Licensees take full responsibility for maintenance and replacement.	
32.	Testing and tagging of club owned and/or managed Electrical Appliances	Full responsibility for Testing and Tagging of Licensee owned and/or managed Electrical Appliances.	
33.	Rangehood Extraction Exhaust System Cleaning (Essential Safety Measures)	Responsible for regular cleaning of filters.	Coordinate the annual cleaning of the systems as directed by Essential Safety Measures.
34.	Roller Doors/Roller Shutters (Internal)	Repairs and/or replacement of doors and shutters if due to misuse or negligence by Licensee.	Repairs on all doors and shutters. Replacement due to age or structural fault.

	ITEM	LICENSEE RESPONSIBILITY	LICENSOR RESPONSIBILITY
35.	Roller Doors/Roller Shutters (External)	Repairs and replacement of club owned doors and shutters. Repairs and/or replacement of Council owned doors and shutters if due to misuse or negligence by Licensee.	Repairs on all Council owned doors and shutters. Replacement of all Council owned doors and shutters due to age or structural fault.

Maintenance and Provision Responsibilities of Infrastructure & Equipment

	Item	LICENSEE RESPONSIBILITY	LICENSOR RESPONSIBILITY
1.	Cleaning hard courts	Regular cleaning of organic material and debris.	Inspection of and high-pressure cleaning as and when required.
2.	Resurfacing hard courts	No Responsibility	Inspection and resurfacing of courts as and when required.
3.	Hard Courts – Weed Management	Full responsibility for weed eradication and removal from courts.	No responsibility
4.	Solar Energy Systems (including Panels and Inverter)	Licensee has full responsibility to purchase, maintain, repair, and replace of all components of any Solar Energy Systems at the facility. Please note: No systems are to be installed prior to Council permission being sought and provided.	
5.	Garbage Bins (Portable)	Payment for additional portable garbage bins and/or stands and servicing. Payment for portable garbage bins and servicing.	Supply and servicing of portable garbage bins and stands as allocated to that Reserve by Latrobe City Council Officers.
6.	Plumbing waste pipes, roof gutters, and drains	Maintaining roof gutters and downpipes.	Maintenance and repairs of waste pipes and drains.
7.	Australian Rules Goal Posts (including posts and nets behind goals), Soccer Goals and Nets, Netball Goal Posts and Nets, Hockey Goals and Nets, Tennis Nets, Tennis Net Handles and Poles, Long Jump Run Ups and Pits, Discus and Shot-Put Concrete Bases, and all other club sporting equipment structures	All replacement, maintenance, inspections, and repairs as required.	No responsibility

	Item	LICENSEE RESPONSIBILITY	LICENSOR RESPONSIBILITY
8.	Time-Keeper Box, Player Shelters, Coaches Boxes (that are not within a Council owned building), Ticket Boxes and Interchange Facilities	All maintenance and repairs as required.	No responsibility
9.	Scoreboards	All maintenance and repairs as required.	No responsibility
10.	Line Marking (grass sporting surfaces)	All maintenance and repairs as required. Please note that the use of Round Up, petroleum oil or weed/grass killer is strictly prohibited.	No responsibility
11.	Line Marking (hard courts)	All maintenance (including painting and repairs as required).	No responsibility
12.	Turf Wickets (including turf wicket area sprinklers)	All maintenance and repairs as required.	No responsibility except for the Regional Cricket Centre/Ted Summerton Reserve.
13.	Concrete cricket wickets (not synthetic playing surfaces)	Licensees are responsible for the replacement, repairs, and maintenance.	
14.	Synthetic cricket wickets playing surfaces	Licensees are responsible for the replacement, repairs, and maintenance.	
15.	Club Owned Practice Cricket nets. Wire mesh, netting and mechanisms, concrete wicket, and synthetic playing cover	Purchase, maintenance, and replacement.	No responsibility except for Regional Cricket Centre of Excellence.
16.	Cricket turf wicket bench cover pegs	Costs of repairs to Council mowers if damaged by a club purchased/ provided peg.	No responsibility
17.	Light towers/poles, fittings and globes (practice and/or competition standard)	Total responsibility for purchase, installation, replacement, repair and maintenance of globes, fittings and	Inspections and replacement of towers/poles (not fittings, globes, switches, or all

	Item	LICENSEE RESPONSIBILITY	LICENSOR RESPONSIBILITY
		switches including all wiring (unless under construction warranty). Responsible for utility costs and Lux testing.	wiring) when required.
18.	Flag poles	Licensees are responsible for all maintenance, inspections, replacement, and repairs as required.	
19.	Public Address Systems and Sirens	All maintenance, inspections and repairs as required.	No responsibility
20.	Baseball pitch mounds, plates, and diamond	Licensees are responsible for the removal of all baseball infrastructures from reserve grass sporting surfaces at the conclusion of each season.	
21.	Hoses and sprinklers – above ground irrigation systems	Full responsibility for the purchase, replacement, maintenance, storage, and use.	No responsibility
22.	Portable soccer goals	Licensees are fully responsible for the purchase, replacement, maintenance, and storage. Licensees must remove portable goals from playing surfaces during the off season.	
23.	Cricket sight screens	Full responsibility for the purchase, replacement, maintenance, and storage.	No responsibility
24.	Terraced Seating outside of a grandstand	Full responsibility for maintenance, inspections, and replacement.	No responsibility
25.	Outdoor Heaters (Fixed and Non- Fixed)	Licensees have full responsibility for maintenance, inspections, and replacement.	

Note: Latrobe City Council reserves the right to immediately correct any urgent maintenance defect that are the responsibility of resident clubs as per Schedule Two of this Licence, without prior consultation and issue the costs of the works to the club/s.

SCHEDULE THREE

Recreation Reserves Definitions, Maintenance, Guidelines, Allocation, Procedures, Terms and Conditions

1. Grass and Synthetic Sporting Surfaces

Grass and Synthetic sporting surfaces are classified as follows:

GRASS AND SYNTHETIC SURFACES CATEGORY	SURFACES DESCRIPTION AND COUNCIL MAINTENANCE PROGRAM
<p><u>Premier</u></p> <p>Premier grass and synthetic sporting surfaces are multi-use hubs for the conducting of elite sports programs across the region. They are to be constructed in all facets to conduct major sporting events and able to be utilised for a high number of hours usage each week. Each Premier surface will be maintained to the elite standard expected for that sport. Premier surfaces represent the highest standard of sporting surface within the Latrobe City, principally used for senior training and regional competition, state-wide competition and have the ability to host state and national competitive sport. Premier surfaces are utilised for regional elite sport and to host major sporting events such as AFLW, W-League, NPL, AFL, U18's</p>	<ul style="list-style-type: none"> • Sand profile with sub-soil drainage. • Predominantly warm season grass may receive Perennial Ryegrass oversow for winter sport. • In ground, automatic irrigation system. • Turf cricket wicket block where required. • Annual top dressing, regular aeration, fertilising, wetting agent and herbicide applications. • Grass playing surfaces mowed twice a week in growing season or as competitive fixtures dictate. • Reserve outers are designated 'high profile' and are serviced on a fortnightly basis during growing season. This includes mowing, fence lines and around infrastructure and trees. • Weekly hours of grass surface competition and training use is a maximum of twenty-five (25).
<p><u>Category A</u></p> <p>Category A grass sporting surfaces do not represent a 'Centre of Excellence' for any designated sport. These surfaces will be principally used for senior training and regional sporting competitions. They should be constructed in such a way that they are able to receive a high number of hours use each week. Category A surfaces are utilised for regional elite senior and junior sport and school sport major</p>	<ul style="list-style-type: none"> • Sand or sandy loam profile with sub soil drainage. • Predominantly warm season grass. • In ground, automatic irrigation system. • Turf cricket wicket block. • Bi-annual top dressing, quarterly aeration, fertilising, and herbicide applications. • Grass mowed once a week in growing season or as competitive fixtures dictate. • Reserve outers are designated 'high profile' and

GRASS AND SYNTHETIC SURFACES CATEGORY	SURFACES DESCRIPTION AND COUNCIL MAINTENANCE PROGRAM
events.	<p>are serviced on a fortnightly basis during growing season. This includes mowing, fence lines and around infrastructure and trees.</p> <ul style="list-style-type: none"> • Weekly hours of grass surface competition and training use is a maximum of twenty (20).
<p><u>Category B</u></p> <p>Category B grass sporting surfaces are principally utilised for regional senior and junior sport, school sport major events and local school sport such as Latrobe Valley Soccer League, Traralgon & District Cricket Association, School Sport Victoria. They should be constructed in such a way that they should be able to receive at least 11 to 15 hours use each week. These surfaces are generally constructed from local soils with minimal drainage, this means they are susceptible to damage through winter and as a result have lower hours of winter use.</p>	<ul style="list-style-type: none"> • As a minimum, have a consistent surface shape to allow for water runoff. • Mixture of warm and cool season grass types. • Constructed from fine textured local soils, prone to damage through winter. • Minimal sub grade drainage if any. • In ground irrigation, automated where possible. • May have either a turf or concrete wicket block. • Tri-annual top-dressing, six-monthly aeration, fertilising, and herbicide applications. • Grass mowed once a week in growing season or as competitive fixtures dictate. • Reserve outers are serviced once a month as a minimum which includes mowing, fence lines and around infrastructure and trees. • Weekly hours of use are a maximum of fifteen (15) hours.
<p><u>Category C</u></p> <p>Category C grass sporting surfaces are principally for junior training and competition, low level senior cricket or as overflow locations for training. They are maintained to a minimum standard which is suitable for their primary use. They do not have any irrigation or drainage and are constructed of local soils which may become waterlogged through winter. These surfaces are to cater for peaks in demand, seasonal and occasional use.</p>	<ul style="list-style-type: none"> • Surface likely to have humps and hollows. • Mixture of grass types. • Constructed from fine textured local soils which may become waterlogged through winter. • No in ground drainage or irrigation but may have watering points. • May have a concrete wicket block. • Grass mowed at least every 10 days or as competitive fixtures dictate. • Reserve outers are serviced once a month as a minimum which includes mowing, fence lines and around infrastructure and trees. • Weekly hours of use are ten (10) hours or less.

GRASS AND SYNTHETIC SURFACES CATEGORY	SURFACES DESCRIPTION AND COUNCIL MAINTENANCE PROGRAM
Council Community Asset Committees and Crown Land Committees of Management	<ul style="list-style-type: none"> Maintained by committees to cater for local community needs. Latrobe City Council provides an Annual Maintenance Grant to assist in the maintenance

1.1. Grass and Synthetic Sporting Surfaces Categories

Grass and Synthetic Sporting Surfaces	Category			
	Premier	A	B	C
Morwell Recreation Reserve Main Oval	X			
Morwell Recreation Reserve Synthetic Oval	X			
Gippsland Sports & Entertainment Park Pitch 1	X			
Gippsland Sports & Entertainment Park Synthetic Pitch	X			
Ted Summerton Reserve & Regional Cricket Centre	X			
Latrobe City Synthetic Sports Field		X		
Traralgon Recreation Reserve and Showgrounds Main Oval		X		
Duncan Cameron Memorial Park		X		
Gaskin Park Oval 1		X		
Apex Park			X	
Catterick Crescent Reserve			X	
Crinigan Road South Reserve Oval			X	
Crinigan Road South Reserve Pitch 1			X	
Stoddart Oval			X	
Harold Preston Park Athletics Track			X	
Harold Preston Park Pitch 1 (East Side)			X	
Harold Preston Park Pitch 1 (West Side)			X	

Grass and Synthetic Sporting Surfaces	Category			
	Premier	A	B	C
Hazelwood South Reserve Pitch 1			X	
Jack Canavan Oval 1			X	
Keegan Street Reserve			X	
Olympic Park Moe Pitch 1			X	
Ronald Reserve Oval			X	
Ronald Reserve Soccer			X	
W.H. Burrage Reserve Pitch 1			X	
Crinigan Road South Reserve Pitch 2				X
Bradman Boulevard Oval				X
Andrews Park West Oval				X
Morwell Park Oval				X
Gaskin Park Oval 2				X
Harold Preston Park Pitch 2 (East Side)				X
Harold Preston Park Pitch 3 (East Side)				X
Harold Preston Park Pitch 4 (East Side)				X
Harold Preston Park Pitch 2 (West Side)				X
Hazelwood South Reserve Pitch 2				X
Jack Canavan Oval 2				X
Joe Tabuteau Reserve Oval 1				X
Joe Tabuteau Reserve Oval 2				X
Gippsland Sports & Entertainment Park – Pitch 2				X
Gippsland Sports & Entertainment Park – Pitch 3				X
Gippsland Sports & Entertainment Park – Pitch 4				X
Maryvale Reserve Soccer				X

Grass and Synthetic Sporting Surfaces	Category			
	Premier	A	B	C
Maryvale Reserve Peter Siddle Oval				X
Maryvale Reserve Oval 2				X
Monash Reserve Oval				X
Monash Reserve Soccer				X
Northern Reserve Newborough				X
Northern Reserve Morwell				X
Old Trafford Oval				X
Olympic Park Moe Pitch 2				X
W. H. Corrigan Reserve Soccer				X
W.H. Burrage Reserve Oval				X
W.H. Burrage Reserve Pitch 2				X

School Grass Sporting Surfaces – Council Maintained	Category			
	Premier	A	B	C
Kevin Lythgo Park				X
South Street Primary School Oval				X
Traralgon East School Oval				X
Gil Blythman Oval				X
Jack Maskrey Oval				X

Grass Sporting Surfaces – Committee Maintained	Category			
	Premier	A	B	C
Yinnar Recreation Reserve Oval 1				X
Yinnar Recreation Reserve Oval 2				X
Yallourn North Recreation Reserve				X
Village Green Toongabbie				X
Traralgon South Recreation Reserve				X
Baillie Reserve Tyers Oval				X

Grass Sporting Surfaces – Committee Maintained	Category			
	Premier	A	B	C
Baillie Reserve Tyers Soccer				X
Toongabbie Recreation Reserve				X
Glengarry Recreation Reserve Oval 1				X
Glengarry Recreation Reserve Oval 2				X
Glengarry Recreation Reserve Oval 3				X
George Bates Reserve				X
Boolarra Memorial Reserve Oval 1				X
Boolarra Memorial Reserve Oval 2				X
Wesley Pump Memorial Oval Callignee				X

A

Acts & Regulations

The resident club/user shall conform to the requirements of *Public Health and Wellbeing Act 2008 (Vic)*, *Local Government Act 2020 (Vic)* and any Local Law or regulations made there under and shall be liable for any breach of such Acts, Local Laws, or regulations. All other statutory rules, provisions and regulations of the Commonwealth of Australia or State of Victoria for the time being in force must be complied with by the club/user and the notices given to the Council via the Sporting Reserve Maintenance and Recreation Liaison Team.

Access by Council Officers and Contractors

- Latrobe City Council officers and maintenance teams including Council contractors reserve the right to access every component/compartment of the facilities at any time without prior notice to the club/user for the purposes of undertaking Council business.

Assignment of Seasonal Allocation

- Seasonal usage of playing surfaces, pavilions or facilities must be booked through the seasonal allocation or casual hire process. A club/user's right to use of Sporting Reserves and Recreation facilities is not to be assigned to another organisation or body without express Council permission.

B

Bond Procedure

- A bond may be required at the commencement of each season for use of grass, hard court and synthetic sporting surfaces and pavilions. This bond is refundable provided that facilities are maintained to Council's expected standards.

- Bonds must be paid fourteen (14) days following Council issuing an invoice to the club/user otherwise the allocation of the facility may be withdrawn. Clubs/users shall be liable on demand by Council to pay any further amounts in excess of such bonds to meet the full cost of any wilful damage or required cleaning.

Bonds are as follows:

Facility Category	Bond Amount Payable
Premier	\$1,500
Category A	\$1,000
Category B	\$500
Category C	\$250

Bonds for non-club/user group events are as follows:

Number of Attendees/Participants	Bond Amount Payable
1 – 50	\$250
51 – 100	\$500
101 – 500	\$750
500+	\$1,000

Bookings

Seasonal Licence Holders are not permitted to facilitate third party bookings within Council managed reserves. All bookings for reserves, playing surfaces or pavilions are to be made using Council's online booking system. Bookings cannot be made in person, via e-mail or over the phone.

BBQ's and Storage of Gas Bottles

- Barbecues are not to be operated inside the pavilion.
- Dangerous and hazardous chemicals including gas cylinders and gas bottles are not to be stored inside the pavilion or any building on a recreation reserve. Latrobe City Council may confiscate and dispose of any gas cylinder/bottle found inside a pavilion or building on a recreation reserve.

Breach

If the club/user commits to, permits or allows any breach or default in the performance and observance of any of these Schedule Three conditions, it is a breach of clause 6.1.5 of the Licence and will be dealt with under the default and termination provisions of the Licence.

C

Cricket Wickets

- All responsibility for turf cricket wickets is that of the resident clubs/users inclusive of the turf wicket irrigation system, with the exception of the Regional Cricket Centre of Excellence (Ted Summerton Reserve) which is the responsibility of Council.
- The club/user group curators are to ensure that covers are appropriately secured in place. All pegs are to be removed from the oval surface when not in use. Users will be responsible for damage caused to council equipment due to stray pegs.
- Turf wicket covers and Rollers are not to be stored on any part of the oval playing surface.
- Grass clippings are not to be dumped on any part of the playing surface.
- Users should avoid running on wickets with football boots, particularly through winter and high wear areas.

Cleaning

- Latrobe City Council pavilions must be cleaned and maintained in a condition suitable for use by resident clubs/users.
- When facility is hired by a user outside of the seasonal clubs/users, Council will be responsible for cleaning pre and post booking time.
- It is the responsibility of all clubs/users using Council facilities to leave pavilion(s), toilets, grounds, courts, and outers in a clean and tidy condition immediately after each use and to ensure that the facilities are securely locked before leaving to prevent access and potential damage to the facilities.
- Supply of cleaning equipment is the responsibility of resident clubs/users and will be administered by the club/user. All cleaning agents used are to only be used in the manner intended by the manufacturer/supplier. Material Safety Data Sheets are to be provided for all cleaning and all chemical products upon request.

Commercial Kitchens

Seasonal Licence holders are responsible for end of term cleaning of Commercial kitchens.

At the end of each Licence term, Council will carry out inspections of these facilities and if further cleaning is required, contractors will be engaged and costs forwarded onto the Licence holder responsible. In the event there is more than one Licence holder using the facility during the seasonal period, the costs will be apportioned equally between them unless Council in its absolute discretion determines that on information available the costs should be apportioned differently.

Council Policies and Procedures

Clubs/users must be aware of Council Policies and Procedures. Key Policies, Procedures and Licences for clubs/users are as follows:

- *Sporting Reserves and Pavilion Licence.*
- *Council Fees and Charges – 2022/2023.*
- *Policy for the Temporary Naming Rights of Sporting Grounds and Fields*
- *Recreation Reserves and Facilities Signage Policy*
- *Council Electronic Surveillance Policy*

Communication

- All communication between users and council should be via a designated person, usually a secretary and the Coordinator of Sporting Reserves Maintenance and Recreation Liaison team.
- Matters relating to allocation and use of a Recreation Reserve should be directed to the Coordinator Recreation Liaison and Sporting Reserves Maintenance.
- Any maintenance issues/requests for surfaces or buildings must be made directly to the Coordinator Sporting Reserves Maintenance & Recreation Liaison. When a request must be made out of hours it should be through the Latrobe City after hours call centre.
- Key Council contacts are as follows:

Contact	Phone
Coordinator Sporting Reserve Maintenance and Recreation Liaison	5128 5422 / 0418323848
Sporting Reserve Maintenance and Recreation Liaison Officer	5128 5482 Office Hours Only
Latrobe City Council	1300 367 700 Office and After Hours

Change of Venue/Activities

- Council reserves the right to change venues and activities due to inclement weather, maintenance requirements and/or grass sporting surface overuse at short notice. Changes will be communicated to clubs/users.

D

Dumped/Illegal Rubbish

Illegally dumped rubbish on Council land should be reported to the Sporting Reserve Maintenance and Recreation Liaison team or by contacting 1300 367 700. It is an offence to dump household or commercial rubbish into any reserve litter bin.

E

Emergency Evacuation Maps/Procedures

- Clubs/users must ensure all participants are familiar with the layout of their relevant facility, particularly in regard to the location and access to entry and exit points of the facility.
- The resident club/user must ensure that an appropriately trained member is on site during training sessions, competition matches and other events and who can take responsibility for implementing an emergency evacuation procedure if necessary.
- A copy of the facility's Emergency Evacuation Plan should be displayed in a prominent location at the facility and all identified evacuation routes/paths of travel should be clear of obstructions at all times.

End of Use Period

- Upon expiry of the seasonal allocation period, clubs/users must ensure the facility is in the same condition as it was at the commencement of this period with fair wear and tear excepted.
- The club/user may be permitted to retain the fixtures, fittings or property belonging to them, if the club/user allocated use for the next season consents to the items remaining.

F

Finals Matches

- Resident clubs/users are not permitted to book grass sporting surfaces and pavilions for finals matches, it is the responsibility of the organising League/Association.
- Each League/Association are required to submit a casual booking through the online booking system at least thirty (30) days prior to the first date of use.
- All finals matches played on grass sporting surfaces will attract a fee including Grand Finals and Cup Finals. These will be invoiced to the booking League/Association.

Facility Maintenance

- A table outlining maintenance responsibilities of clubs/users and Latrobe City Council is in Schedule Two, Maintenance and Provision Responsibilities.
- Any maintenance issues which are the responsibility of Council under the Schedule Two, Maintenance and Provision Responsibilities must be reported immediately and will be rectified within seven (7) days.
- Photographic records of all urgent and non-urgent requests are to be kept.

First Aid Kits/Defibrillators

- Resident clubs/users must provide and maintain First Aid Kit(s) and equipment for use at the facility and pavilion they occupy in accordance with the requirements specified by their affiliated League/Association.
- The resident club/user must provide and maintain any defibrillator units including pads which have an expiry date. Clubs/users must be aware of how to operate the unit and obtain necessary training as required.

Finals Training

Clubs/user groups who are partaking in finals series will have priority use of playing facilities over that of pre-season training.

Food

- Any club/user wishing to handle, store and prepare for sale any food at sporting reserves or premises must be registered with Council. They must also meet all other regulatory requirements of the Food Act 1984 (Vic).
- It is an offence to sell food without being registered with the Council. This includes food vans.

Floodlights

- Floodlights may only be used during the nominated period set out by the resident club/user in their seasonal allocation application and as approved by Council.
- Floodlights must be immediately turned off when matches and training programs have concluded and must not be left on or used for social functions conducted at the Premises without the prior written consent of Council.

G

Grass Clippings

It is the responsibility of the clubs/users to remove and dispose of grass clippings from the playing surface/reserve after maintenance activities. Dumping of grass clippings on the playing surface or in the open space area of the reserve is not permitted.

I

Interim Policy for the Temporary Naming Rights of Sporting Grounds and Fields

- Interim Policy for the Temporary Naming Rights of Sporting Grounds and Fields. Clubs/users are advised to review this prior to entering into Sponsorship agreements. The policy can be found at:
- https://www.latrobe.vic.gov.au/Council/Our_Organisation/Corporate_Documents/Council_Policies/Interim_Policy_on_the_Temporary_Naming_Rights_of_Sporting_Grounds_and_Fields

Incorporation

- The resident club/user must be incorporated. Incorporation creates a legal identity for the resident club/user groups, separate from that of its members.
- For more information on how to become incorporated clubs/users should contact Consumer Affairs Victoria on 1300 558 181 or visit www.consumer.vic.gov.au.

Irrigation Systems

- Council is solely responsible for the operation and maintenance of all automatic irrigation systems, with the exception of those for user-maintained wicket blocks. Clubs/users must not access or alter oval irrigation systems under any circumstances and must notify Council if there is any interruption to the power supply.

Insurance

The resident club/user shall not do or neglect to do or permit to be done or left undone anything which will affect the Council's insurance policy or policies relating to fire or public risk in connection with the pavilion, grass sporting surfaces or hard courts and the resident club/user hereby agrees to indemnify the Council to the extent that such policies are affected through any such act of commission or omission.

In case of property damage relating to vandalism or misuse the resident club/user will be responsible for the cost of repair. Bond amounts will be used to cover costs and where costs exceed bond amount the resident club/user will be responsible for any additional costs.

Clubs/users must ensure that their Public Liability Insurance Policy (as required under their licence) covers all club/user orientated social events.

Clubs/users are to provide copies of any incident or near miss reports generated from their allocated sporting/recreation reserve, to Council within 48 hours of the incident or near miss occurring.

Council is not responsible for Contents Insurance for club/users and recommends that each group has a policy to cover its equipment and other property.

Inspection System

- Council officers undertake periodical inspections of recreation facilities/pavilions identifying maintenance, cleanliness and Occupational Health and Safety matters, at intervals deemed appropriate by Council. Should it be found that clubs/users are not meeting their obligations, Council will request the offending matters be rectified by a certain date normally to be within fourteen (14) days of the inspection but earlier if deemed urgent by officers. If issues are not rectified by the due date and/or clubs/users continue to breach the *Sporting Reserves and Pavilion Licence*, Council may rectify the issues at the clubs/user's expense.
- During pavilion/building inspections Council officers will look for LP Gas Bottles or flammable substances stored inside buildings and any graffiti on the outside of pavilions/buildings. The cleaning of graffiti will be the responsibility of the owner of the building it has been placed on. Any LP Gas Bottles found in Council premises will be removed and reported to the resident clubs/users for collection.

Council will inspect grass sporting surfaces and pavilions at various times during each seasonal period. During these inspections, the grass sporting surface dimensions, boundary run off and sport specific line marking will be reviewed to ensure that they comply with the appropriate standard of competition/sport of the peak sporting body.

The resident club/user is required to inspect their playing surfaces and associated facilities on match and training days and decide if they provide a safe environment.

The inspections are to be documented and archived by the club and made available on formal request by Council.

K

Keys, Locks and Security

- Clubs/users are responsible for the security of the Premises during the Allocated Period and will be liable for the cost of any missing padlocks. Locks at the Premises are not to be changed and any club/user found infringing this condition will be charged a fee of \$200.00 per lock/door.
- A maximum of 10 Salto electronic locking system fobs will be issued per club/user at no charge; no club/user is permitted to hold a higher number at any time. Replacement of Salto electronic locking system Fobs will be provided by Council at the expense of the club/user.
- Clubs/users must notify Council when a fob changes personnel within a club/user group.
- Clubs/users are at all times to ensure that all exit doors remain clear and obstruction free.

L

Latrobe City Council Maintenance Signage and Barricades

- Resident clubs/users are not permitted to remove any Latrobe City Council maintenance signage or barricades placed on or around sporting pavilions and grass sporting surfaces in any circumstance without the prior approval of Council officers.

League or Association Representative Sport

- Leagues or Associations are required to apply for a seasonal licence and draws submitted prior to the beginning of the season. Invoices will be issued directly to the organising League/Association.
- Bookings cannot be made via the resident seasonal user.

Litter and Recycling

- All rubbish removed from pavilions and grass sporting surfaces must be placed in the appropriate bins provided by Council.
- Bins provided by Council at reserves are for public use only during club/user sporting events. All rubbish generated by the club/user's activities such as club/user group functions must be removed by the club/user at their own expense.
- Council strongly encourages all clubs/users to provide all members and participating individuals with the opportunity to recycle any glass, metal, plastic and paper products generated at club/user group sporting activities and social functions.

Line Marking

- All line marking is the responsibility of the club/user and should be done using an appropriate turf safe paint.
- There should be no use of non-selective herbicides as an additive on any playing surface.

Liquor

- Clubs/users shall not permit or allow the sale or consumption of liquor on the Premises without the written consent of Council and obtaining all liquor licences as required by law.
- All sporting clubs/user groups with liquor licences which are utilising Council venues are required to be involved in the Alcohol and Drug Foundation's Good Sports program and promote the responsible service of alcohol.
- Clubs and user groups will only be permitted to hold the following liquor licence types: Bring Your Own (BYO), Limited, Temporary, Restricted Club or Renewable Limited Club Licence.
- Clubs/users utilising Council reserves and facilities are not permitted to serve alcohol during Junior Only events or activities.
- Clubs/users shall abide by the *Latrobe City Liquor Accord*.

O

Oversowing

- Where ovals are oversown for winter sport, there is to be a period of three weeks, post oversowing where matches, training and events are not permitted. This is to provide the best opportunity for germination and establishment. Unless circumstances require otherwise (at Council's discretion), oversowing will occur in March each year.

P

Proper Conduct

- Clubs/users are not to conduct any offensive, illegal, indecent, obnoxious activities or allow such activities to be conducted.
- Clubs/users must not use the facilities in a manner which causes a nuisance to other persons. The club/user is responsible for supervising and controlling all club/user members, participants and spectators during the allocated seasonal period of use. The club/user must refuse admittance to or contact Victoria Police to arrange for the removal of, any person who commits disorderly conduct within Council facilities.
- The club/user must ensure that proper conduct is observed in regards to the use of grass sporting surfaces and pavilions. The club/user shall abide by all relevant legislative requirements, Australian Standards and Latrobe City Council Local Laws pertaining to the use of grass sporting surfaces and pavilions.
- The club/user must refuse admittance to, or arrange removal of, any persons who commits disorderly conduct within Council facilities.
- Clubs/users should at all times, adhere to the relevant code of conduct for their respective sport.
- Victorian State Government, Sport and Recreation: Fair Play Code

- Clubs/users are not to conduct any obnoxious or offensive activity or use facilities for illegal or immoral purposes. The display of any sexually explicit or offensive material in any form is strictly prohibited.

Permission to Occupy

- Nothing contained in these conditions or the *Sporting Reserves and Pavilion Licence* shall confer on the club/user the right to exclusive possession and Latrobe City Council may at its discretion, allow other individuals and groups to have seasonal or casual use of the facilities in consultation with the resident clubs/users holding current seasonal allocation. Council will also endeavour, wherever possible, to consult with clubs/users that hold a licence for the facility but use the facility under a seasonal allocation during a different period.

Pre-Season Access

- Clubs/users wishing to conduct pre-season training and social activities at facilities are required to lodge an online Seasonal Application.
- The resident in-season sporting clubs/user groups have first preference on access and usage of a facility based on their Sporting Reserve and Pavilion Licence.
- A pre-season usage fee will be charged at fifty percent of that of an in-Season Licence.

Portable Soccer Goals

- All resident clubs/users using portable soccer goals must ensure they comply with the Australian Standards.
- Portable Soccer Goals are required to be removed from the playing surface when not in use to aid in the maintenance of playing surfaces.

Pavilion Gymnasiums

- Ensure a qualified fitness coach/trainer within the resident club/user group (with a minimum Certificate III in Fitness) is supervising use of the gym equipment.
- Ensure that all equipment is in safe condition and in proper working order at all times. Damaged equipment or equipment that is not in proper working order must be identified with appropriate signage as not for use and is to be removed from the facility if not repaired within fourteen days.
- It is strongly recommended that:
 - equipment be inspected weekly to ensure that it is operating properly;
 - a maintenance checklist be developed with categories that look to matters such as whether the upholstery is intact, cables are not damaged, no sharp edges, no missing screws, no cracking and all equipment works as designed;
 - all gym equipment is serviced at least yearly by qualified personnel as recommended by the manufacturer.
- Ensure an adequate First Aid kit is in the gym and is maintained on a regular basis.

- Implement regular testing and tagging of any electrical gym equipment, ensure there are no trip hazards, secure any electrical cabling and ensure adequate clearance around equipment and walkways.
- The resident club/user group must place a limit on the number of people within the gym (approx. 2 sq. metre per person) and ensure that the number of users does not exceed applicable standards and fire restrictions for the facility.
- The resident club/user group managing the gym must ensure there is adequate ventilation in the gym and provide appropriate procedures to ensure there is no risk of infection from unhygienic conditions.
- Members of a resident club/user group in its off-season are permitted use of the gym only when permission is granted by the in-season resident club/user group.
- The resident club/user group wanting access to the gym in its off-season must have a public liability insurance policy that covers such activity, including off- season use; and have an Occupational Health and Safety policy in place and displayed in the gym which provides details on the safe use and storage of equipment including supervision to minimise the risk of injury.
- The gym can only be accessed during club/user group training and match day periods. The gym is not to be used at any other time or treated as a personal gym by club/user group members or guests.
- Members of the resident club/user group are not permitted to exercise alone; they are required to always use a buddy system and train with another person or as a group.
- The resident club/user group managing the gym must have an Emergency Management Plan and procedure in place for possible scenarios and have evacuation diagrams on the wall of the gym that indicate the emergency evacuation route/s.

Plant Equipment and Vehicles on Sporting Surfaces

- Vehicles and plant equipment are not permitted on any playing surface without the prior written permission of Council.
- Clubs/users shall ensure that vehicles are not driven on the grass sporting surface and shall observe Council's requirements in this regard. Vehicles should also remain clear of footpaths at all times. Clubs/user groups must ensure that member and spectator vehicles are also not driven on any playing fields or reserve outers that constitute any part of the Premises.

Public Address Systems

The club/user shall not use any form of public address or other entertainment sound system that is audible from outside a pavilion. This clause shall not prevent the use of a siren or public address system during sporting events played on recreation facilities, provided that such use shall be restricted to the hours of the club/user's seasonal allocation in accordance with *Sporting Reserves and Pavilion Licence*.

R

Renovation

Playing surface renovation is an important part of playing surface maintenance and is carried out at the time of year favourable to grass type. This may cause disruption to use where a recovery period is required. Where necessary, clubs/users will be aided in relocating fixtures and training at another location.

Request to Waive or Reduce Seasonal Allocation Fees

- Clubs/users wishing to apply to Council for a waiver or reduction of seasonal allocation fees must provide written details to a Responsible Council Officer detailing their request.
- Prior to any request being lodged, clubs/users should consult the Draft - Request for Reimbursement or Compensation Policy

Requesting Maintenance on Sporting Surfaces, Reserve Outers and Buildings/Infrastructure (including Graffiti and Vandalism)

A request for maintenance can be communicated to Council via:

- Written correspondence by mail.
- Written correspondence by email.
- Telephoning the responsible Council officer or Council on 1300 367 700.

Clubs/users can refer to and identify Council's maintenance responsibilities found in *Schedule Two Maintenance and Provision Responsibilities* of this document before requesting any maintenance to Council. Clubs/users will also carry maintenance responsibilities for their allocated facilities.

Clubs/users are responsible to remove and/or repair any internal graffiti/vandalism:

- Offensive graffiti to be removed within 24 hours.
- All other graffiti to be removed within 72 hours.

Refusal to Grant Use

- Council reserves the right to refuse use of a playing surface or pavilion or revoke permission to use at any stage, including where these conditions have been accepted and fees paid.
- Any funds paid will be returned upon notification and the club/user hereby agrees in such case to accept the same and shall be held to have consented to such refusal or revocation and to have no claim for any loss or damage caused Council's actions.

Recreation Reserves and Facilities Signage Policy

- Council has adopted the *Recreation Reserves and Facilities Signage Policy*. All queries around the installation of signage can be found here;

https://www.latrobe.vic.gov.au/About_Us/Media_and_Publications/Council_Policies/Recreation_Reserves_and_Facilities_Signage_Policy

Reserve Toilets

- A public toilet at each recreation reserve is operated by Council seven days per week and is open from dawn until dusk.
- An event toilet at a recreation reserve is only required to be open on match/event days and the opening, closing, cleaning, and stocking are the sole responsibility of the match/event manager.

Risk Management

The resident club/user is responsible for the health and safety of players and supporters who attend the facilities. Risk management issues should be directed to Council when identified.

S

Sporting Surface Closure

- Council reserves the right to close any grass sporting surface without notice due to inclement weather, maintenance requirements and/or overuse. In these instances, Council will make reasonable attempts to find alternative venues for the resident sporting clubs/users.

Seasonal Allocations

- Clubs/user groups wanting to be allocated a recreation reserve for exclusive use on a seasonal basis must lodge an online application for consideration to Council. Seasonal allocations are divided into summer and winter season periods.
 - Winter period – 1st April to 30th September.
 - Summer period – 1st October to 31st March.

For further information, please follow the link below:

https://www.latrobe.vic.gov.au/City/Facilities_and_Venues/Sports/Sporting_Grounds_Reserves_and_Facilities/Outdoor_Sporting_Facility_Season_Applications

Please note that applicants are not permitted to request 24 hour, 7 days a week access to facilities and are required to specifically state intended hours of use.

Shared Use of Facilities

- Whilst Council makes seasonal allocations in accordance with Schedule Three Part S – Seasonal Allocations and Part F – Finals Matches, a number of clubs/users require the same grass sporting surfaces and/or pavilions over the same period. Resident clubs/users must liaise with each other to reduce potential issues with pavilion usage and equipment storage. Council will make a final determination should resident clubs/users find it difficult to resolve any issues.

- With any grass sporting surface and pavilion available for casual use outside of seasonal allocated times, all resident seasonal users must be aware that this usage is a Council decision and will be made in consultation with the resident user however Council's decision will be final. Resident clubs/user groups are not permitted to state Council policy as fact to casual users without first consulting Council officers.

Social Functions

- In addition to seasonal club/user allocation, pavilions can be booked through Council's online booking system for casual usage at least 21 days prior to the proposed function taking place.
- A bond may be requested by Council as part of a casual booking with charges detailed under 'Bond Procedure'
- Security officers may be requested to be provided in order for Council to approve the booking for any non-club/user group function or event. The event must not be advertised on social media except in a closed group that is 'Invite Only'.
- Activities conducted from Sunday to Thursday must conclude by 10:00 pm and by 11:00 pm Friday and Saturday or the concluding time permitted by a club/user's liquor licence.
- Social gatherings conducted on Saturday evenings/Sunday mornings must conclude by 1:00 am or the concluding time permitted by a club/user's liquor licence.

It is not uncommon that problems may arise relating to noise emissions and the finishing times of late-night social functions held at a sporting pavilion. If a seasonal club/user wishes to schedule social functions, the club/user must supply Latrobe City Council with a scheduled plan of social functions being held at Council owned or managed facilities over the seasonal allocated period. Along with this information should be a description of the social event, start and finish times, whether alcohol is to be available and how many individuals will be attending.

Complaints arising from social functions by seasonal clubs/users will be investigated thoroughly. Late night social functions that are reported to continue beyond stipulated finishing times or pavilion allocated usage times will be dealt with through the following process:

Breach Number	Process Description
First Breach	Formal written warning
Second Breach	Formal written warning and a penalty of \$500
Third Breach	Final written warning and a penalty of \$1,000 and the review of the club/user's <i>Sporting Reserves and Pavilion Licence</i> and recreation facility access via Latrobe City Council report.

Security Lighting and Light Towers

- Light towers must only be used during the club/user's allocated hours of usage of the ground/facility. Lights can only be used for training or match purposes and must be turned off when matches and training programs have concluded. Lights must not be left on or used for social functions conducted at the grass sporting surfaces or pavilions without prior written consent from the Council.
- For maintenance responsibilities of light towers and fittings, refer to Schedule Two *Maintenance and Provision Responsibilities*

Security and Electronic Surveillance Systems

- Any club/user wishing to install electronic security systems or Closed-Circuit Television (CCTV) must first seek and receive approval in writing from Council.
- Before seeking approval, the club/user must first consult the Sporting Reserve Maintenance and Recreation Liaison team and the Electronic Surveillance Policy.
- Clubs/users must also provide Council with any key and security codes to obtain access to these systems at any time.
- Resident clubs/users must adhere by all Council policies and resolutions relating to CCTV in the 'Electronic Surveillance Policy'
- Clubs/users must accept full responsibility for any additional security in pavilions such as, alarm systems and screen doors. Council must be provided with keys and security codes to any systems and/or doors which are installed by the club/user.

Smoking

- Clubs/users are advised that smoking is prohibited in all Latrobe City Council owned buildings and no person is able to smoke within five metres of doorways or open windows. No smoking signs should be visible to all patrons. It is the responsibility of clubs/users to uphold this policy in interests of community health.
- Clubs/users are to ensure that cigarette butts do not litter the pavilion surrounds including areas immediately outside the facility grounds, pavilion, and perimeter.
- Any evidence of smoking within a Council building or pavilion will result in review of the clubs/user's allocation of that facility which may also jeopardise any future allocations.
- Under the *Tobacco Act 1987*, smoking is not prohibited within ten (10) metres of outdoor public children's playground equipment, skate parks and sporting venues during organised sporting events. This includes training or practice sessions and breaks or intervals during the course of the event, training or practice session.

Solar Electricity Systems

- Solar systems affixed to Council buildings are Council owned, unless specifically agreed otherwise in writing by Council prior to installation. The responsibility for the maintenance and management of the systems is referred to in Schedule Two, Item 4, Maintenance and Provisions Responsibilities of Infrastructure.
- Annual cleaning of panels and routine services are to be shared between the clubs/users who contribute to the yearly electricity costs and must be proportional to their actual usage of the facility. Annual evidence of these works by means of the presentation of an invoice from the relevant contractor must be provided to Latrobe City Recreation Liaison and Sporting Reserves Maintenance team.
- Savings in energy costs are to be attributed to the relevant seasonal users who contribute to the payment of the electricity accounts.

Sporting Fixtures/Draws

- It is the responsibility of the clubs/users and Leagues/Associations to ensure that the Recreation Liaison and Sporting Reserves Maintenance team are provided with up-to-date fixtures and/or draws for each sporting competition. These fixtures and/or draws are to be delivered two weeks prior to the season commencing.

U

Use of Pavilion

Resident clubs/users are permitted to use pavilions only for the purpose of undertaking activities directly associated with the operation of the club/user group. A

definition of a 'Club/User Group Event' is a Best and Fairest Night and Jumper Presentation etc. and the definition of a 'Non-Club/User Group Event' is any activity that is outside of the normal operations of the club/user group such as a member of the general public or club/user group member's party or celebration.

Non-club/user group events are addressed under 'Social Functions'

Use of Australian Rules Football and Soccer Boots

In order to prepare and maintain grass sporting surfaces the use of boots or spikes will not be permitted for pre-season training during the period of 1 October until the 28 February each year without prior written permission from the Recreation Liaison and Sporting Reserves Maintenance team. The wearing of boots and spikes during the summer period greatly reduces the ability for our curators to prepare the grass sporting surfaces for the rigors of regular use throughout the winter sporting season.

Use of Athletics Track (Harold Preston Park)

The athletics track may only be used between the hours specified below:

- Monday to Friday 9:00 am – 8:30 pm.
- Saturday 8:00 am – 8:30 pm.
- Sunday 10:00 am – 5:00 pm.

It is important that clubs/users note the following conditions for use of Athletic facilities:

- Public address systems can only be used during designated times.
- Starting pistols to be used only between designated hours and at authorised events by authorised users. Council is required to be advised of the use of starting pistols, loud hailers, and amplified equipment prior to the scheduled use.
- If the public address system is to be used at the track for the purpose of conducting a meeting, the public address system must have a noise limited device installed and calibrated.

Any club/user may apply for authority to conduct special events on the athletics track outside the hours stipulated above with the prior written consent of Latrobe City Council.

Upgrades to Council Facilities – Pavilions, Sports Field Lighting, Grass and Hard-Court Sporting Surfaces and Associated Infrastructure

- Clubs/users must not make any alteration or addition to the Premises, or any infrastructure associated with the Premises without Council's prior written approval as part of the Council endorsed Club Managed Projects Process.
- All works must comply with all relevant guidelines as well as any directions given by Council.
- Clubs/users must not install any fixtures or fittings within any pavilion, lighting infrastructure without Council's written approval as part of the Council endorsed Club Managed Projects Process.
- Clubs/users must not install any temporary or fixed structure on any part of the Premises without Council's written approval as part of the Council endorsed Club Managed Projects Process. This includes sheds, shipping containers; new pavilion builds modular and insitu, any temporary or fixed sports field lighting etc.
- Should a club/user fund a project that upgrades the playing surface classification, clubs/users utilising that playing surface will be charged to the upgraded playing surface rate.
- Should a club/user receive public monies to upgrade a facility and receives subsequent Council approval, any building, structure, fixture, equipment, or equivalent asset that is constructed or installed at the facility as part of the upgrade will be a Council asset and Schedule Three (3) Terms and Conditions will apply. Any existing building, structure, fixture, equipment, or equivalent asset improved as part of the upgrade remains a Council asset.
- All works to be undertaken to Council facilities by club/user volunteers must be endorsed by Council prior to works beginning and comply with all relevant guidelines as well as any directions given by Council.

Utilities

Council will cover 10% of all electricity costs at facilities in lieu of security lighting fees, event use and school use, with the clubs/users responsible for the remaining 90% of each account.

Clubs/users that utilise facilities with heavy community event use and school use may seek up to a 20% contribution by Council for all electricity costs with the users/clubs responsible for the remaining 80% of each account.

Clubs/users are solely responsible for all gas and telephone costs with Council being solely responsible for all water costs.