

TERMS AND CONDITIONS OF OCCUPANCY – SEASONAL USE

The following Terms and Conditions of Occupancy apply to seasonal use for club training and competition being held on council managed sporting reserves. They have been set to assist the preservation and community enjoyment of council facilities. If you have any queries in relation to the Terms and Conditions of Occupancy, please call the City of Greater Bendigo on **1300 002 642**.

Use of the facility

- The club is responsible for ensuring they submit a seasonal use application for use of sporting fields for training requirements, competition (if not already booked through the league/association) and special events prior to the commencement of their respective season. If a seasonal use application is not received prior to season commencement it will be assumed that use is no longer required, and the sporting fields will be available to be booked by other clubs and users.
- The club needs to ensure that they have received confirmation of their seasonal use booking prior to commencing use of the sporting fields.
- Should the club want to add additional dates, times or other sporting fields to their booking for additional training, competition or special events the club must contact the City of Greater Bendigo to discuss availability.
- The City of Greater Bendigo may deny additional bookings if adequate notice is not provided. Applications received for blanket booking of sports fields will be denied. An accurate training application must be submitted for approval.
- Hire of City of Greater Bendigo facilities will not be considered where any hire fees from a prior booking remain unpaid or the conditions of occupancy have not been adhered to.
- The club should refer to their respective lease, license or management agreement in regard to use and management of buildings at the sporting reserve.
- Council managed sporting reserves are utilised by numerous clubs and user groups, the season proper club will receive preference for use of the sporting fields. It is expected that all clubs and users will be accommodating and respectful of each other and clubs / user groups are not permitted to sub-let the sporting fields. Any additional clubs/users who wish to utilise the facility are to be referred to the City of Greater Bendigo to discuss availability and booking options.
- The City of Greater Bendigo is committed to providing the best possible playing surfaces throughout the year for all user groups, with the priority being home and away fixtures and scheduled matches.
- There will be times when inclement weather, large rain events, maintenance and unforeseen circumstances will prompt the closure of our sporting fields to ensure the surface condition is protected and maintained. The council's aim will be to minimise such closures and it will work closely with the user groups to ensure these closures have minimal impact. The council will communicate all impending closures with clubs and user groups.

The club is responsible for:

- Ensuring they have booked use of the sporting field/s for training requirements, competition (if not booked through your league/association) and any special event days.
- Ensuring confirmation of your booking has been received prior to your use.
- Negotiating with the committee / season proper tenant club for use of toilets, change rooms, pavilion or use of their equipment. Noting that the committee / season proper club may levy charges for use of the facilities, equipment and or services.
- Maintaining a club key register and notifying the City immediately if keys to the facility have been lost or stolen. The City may deny requests for additional keys if multiple keys have already been issued to the club.
- Ensuring Public Liability Insurance to a minimum of 10million dollars is in place for the duration of your booking. A Certificate of Currency must be supplied to the City of Greater Bendigo prior to use of the sports fields commencing. The club is responsible for supplying an updated certificate should it be renewed or if you change insurers whilst you have a booking in place. Failure to provide a Certificate of Currency prior to your booking will result in your booking being revoked.
- Carrying out an assessment of the sporting fields and surrounds prior to the commencement of each use to ensure it is safe to proceed. The club without undue delay must report to Council any hazardous maintenance issues that require immediate attention.
- Taking all reasonable precautions to prevent personal injury and damage to the facility.
- Complying with emergency incident management procedures and risk management practices in relation to the facility throughout the duration of your booking.
- Contacting and reporting to their insurer as well as providing written notification to City of any occurrence involving the responsibilities of the club and the City, that might give rise to a claim. The club shall keep the

- City informed of subsequent developments concerning the claim.

The club is responsible for continued:

- Avoiding high use areas such as turf wickets and goal areas when carrying out training in order to preserve the sporting fields for competition requirements.
- Ensuring that all facilities occupied by the club are locked and secured.
- Ensuring that the sporting fields and surrounds are always kept in good order and in a clean and tidy state.
- Managing and disposing of waste responsibly during and immediately after each use.
- Complying with all Local Laws, Liquor Control Act, Health Act, Public Buildings Regulations, Environment Protection Authority, Victoria Police and any regulations for the care, protection and management of the sporting reserve, attendees/participants, and the facility location.
- Ensuring that all City of Greater Bendigo facilities are smoke free venues; smoking is not to occur inside any buildings at any time.
- Ensuring where alcoholic beverages are sold and consumed within the building or at the sporting reserve that they are done so in accordance with an appropriate Liquor License. Noting that alcohol beverages are not permitted at junior training, junior competition, and junior events.

Should the sporting reserve not be left in a satisfactory condition post use, the club will be charged with the full costs of any cleaning or repairs required.

1. Vehicle access onto the sports fields is not permitted at any time.
2. The location of underground services must be sought before driving any pegs or posts into the ground. Repair costs for any damage to underground services shall be paid by the hirer.
3. It is the clubs responsibility to ensure any third party contractors utilised for training, competition and or events have appropriate insurance, permits and licenses in place.
4. Use of amplified music, announcements and event noise must adhere with the Environment Protection Authority (EPA) guidelines. Further information can be found at <http://www.epa.vic.gov.au>
5. The serving and or selling of alcohol at a facility requires a license through the Victorian Commission for Gambling and Liquor Regulation (VCGLR). Further information can be found at <https://www.vcglr.vic.gov.au/>
6. Use of temporary structures for events including but not limited to staging, marquees, fencing, lighting etc. require approval from the City of Greater Bendigo. Subject to size, they may also require an Activity in a Public Place Permit. Further information on POPE permits can be located at <https://www.bendigo.vic.gov.au/community-services/local-laws>
7. All canteens, temporary and mobile food premises including food vans must be registered with Council and Foodtrader before selling any food and/or drink. Please display certificate of registration at the food premises and have a copy with you public liability. Further information can be located at <https://foodtrader.vic.gov.au/> or by contacting the City of Greater Bendigo's Environmental Health on 1300 002 642.
8. The location of underground services must be sought before driving any pegs or posts into the ground. Repair costs for any damage to underground services shall be paid by the event organiser.
9. Road and street closures must have approved permits in place by City of Greater Bendigo and/or Vicroads.
10. The club must ensure they adhere to application lead times and permit conditions.
11. Use of fireworks and/or pyrotechnics requires approval from the City of Greater Bendigo, Country Fire Authority and Worksafe Victoria.
12. It is the clubs responsibility to check if a license is required from Australasian Performing Right Association (APRA) and/or Phonographic Performance Company of Australia (PPCA) for use of music, movies and broadcasting. Further information can be found at <http://apraamcos.com.au/music-customers/licence-types/> and <http://www.pcca.com.au/>
13. It is the clubs responsibility to ensure appropriate Working with Children Checks are in place where applicable. For further information please refer to <http://www.workingwithchildren.vic.gov.au/>
14. The club is to comply with the Country Fire Authority (CFA) in regards to burning off restrictions during the declared fire ban season and with Council's burning off regulations during all other times. For further information please refer to <http://www.cfa.vic.gov.au>