



ACTIVE
MONASH

SPORTSGROUND AND PAVILION CONDITIONS OF USE

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MODIFICATION HISTORY

Release	Version	Date	Author	Comments
1	1	Aug 2020	Recreation Services	

1. INTRODUCTION

The Sportsground and Pavilion Conditions of Use (**Conditions of Use**) has been developed as the first point of reference to assist Licensees understand their tenancy requirements on a Council-managed sporting facility.

For any further assistance please contact the Sports Liaison and Development Officer during business hours on 9518 3583 or recreation@monash.vic.gov.au

2. PURPOSE

The purpose of the Conditions of Use is to allow the Licensees of Council's sporting facilities to understand the process guiding the allocation of facilities by clearly identifying:

- Council's requirements
- Responsibilities of the user groups
- Responsibilities of Council
- Provide a framework that is equitable and easily administered

3. BACKGROUND

The Conditions of Use allows Licensees to understand Council's expectations for the management of its Sporting facilities. These Conditions of Use will be reviewed and amended regularly and should be read in conjunction with the relevant Council policies including:

- Council Licence
- Leasing and Licencing Policy
- A Healthy and Resilient Monash – Integrated Plan
- Gender Equity Strategy and Action Plan
- Monash 2021
- Active Reserve Facility Hierarchy
- Active Monash Capital Work Priorities Framework
- Active Monash Fees and Charges Policy
- Liquor Licencing Policy at Council Recreation and Sporting Reserves

4. ACTIVE MONASH CLUB DEVELOPMENT FRAMEWORK

The Active Monash Club Framework (the Framework) provides an opportunity looks to capitalise on Council's investment in sport and recreation by enhancing the capacity of Licensees which use its facilities to improve community and broader social outcomes.

Better Licensees means more opportunities for more people to participate in activities that create stronger and healthier communities.

The Framework aims to develop and work with all Licensees across Monash to achieve better outcomes for the community. We will do this by collaboratively setting minimum expectations for Licensee programs and activities delivered from Council facilities.

The Framework will support, encourage and promote all Active Monash Licensees to align with Council's pillars: accessible, sustainable, and accountable to the community.

The Framework will be a major feature of all future agreements between Licensees and Council and will set the standard Council expects Licensees to meet in return for access to the facilities.

5. AFTER HOURS SERVICES

Council's after hours Service number is 9518 3555. This number can be used 24 hours a day, 7 days a week to contact Council regarding emergency issues requiring immediate action. Charges may apply for non-emergency call outs.

6. ALCOHOL CONSUMPTION

All sports Licensees that sell or consume alcohol will require the appropriate liquor licence from the Victorian Commission for Gambling and Liquor Regulation (VCGLR). For more information on liquor licences please visit the VCGLR website at www.vcglr.vic.gov.au. A copy of the approved Liquor Licence must be submitted to Council annually.

Additionally, Licensees must adhere to Councils Liquor Licencing Policy at Council Recreation and Sporting Reserves.

<https://www.monash.vic.gov.au/files/assets/public/leisure/recreation-strategies/council-sporting-reserves-liquor-licensing-policy.pdf>

Written consent must be provided by Council before a Licensee applies for a new liquor licence or a variation to an existing licence. Council approval may be granted, withheld or withdrawn at any time at Council's absolute discretion. Where Council has provided consent and a Licensee obtains a liquor licence, the Licensee must ensure that:

- alcohol consumption only takes place during the Permitted Times; and
- alcohol is not consumed in conjunction with junior training or competition

Council will not provide consent for:

- functions for individuals such as parties, anniversaries or other celebrations; or
- functions which are otherwise inconsistent with the Licensee's core sporting activities

Permitted hours to hold a Liquor Licence

Monday – Friday	between 4.30pm – 11.00pm
Saturday	between 12 midday – 12 midnight
Sunday	between 12 midday – 10.00pm

7. ALLOCATION

The Conditions of Use also applies to Seasonal Ground Allocations except where otherwise specified.

The Licensee must apply to Council for an additional reserve on an annual basis by submitting to Council an Application for Seasonal Ground Allocation. An Application for Seasonal Ground Allocation has not been approved until such time as Council has provided the Licensee with written confirmation of the days and hours of use, which may be varied, amended or withdrawn by Council in its absolute discretion.

The allocation of an additional reserve and associated amenities and buildings will be based

on applications received by Council prior to the commencement of the summer or winter Season. Preference for ground allocations will be given to local sporting groups within Monash City Council. Late applications, or multiple applications for the same reserve, will be determined by Council in its absolute discretion.

Council reserves the right to:

- (a) close the ground for programmed restoration and maintenance works in September and March each year;
- (b) allocate the reserve for Winter or Summer finals to the Licensee or at the discretion of Council, to another sporting group should the reserve not be required for programmed restoration and maintenance works in September or March;
- (c) suspend or cancel the use of a ground at short notice due to inclement weather conditions or safety reasons, but will endeavour to provide the Licensee with more than 24 hours notice and an alternative reserve should one be available.

If Council provides a "one-off" ground allocation at the request of the Licensee or during the period of the current Seasonal Ground Allocation, then the provisions of this clause and Licence shall apply.

A Licensee who has been granted a Seasonal Ground Allocation under this clause has priority access to use the ground only during the permitted hours and days.

The Licensee must:

- advise Council of all final's dates in writing four weeks prior to proposed usage;
- ensure that all deferred and/or re-scheduled games, including wet weather games, are played before the end of the allocated period;
- ensure that all outstanding accounts with Council are paid by the Licensee before applying for any Finals or a new Seasonal Ground Allocation.

The Licensee is responsible for the satisfactory conduct of all persons occupying the reserve and associated amenities and buildings during the permitted hours and days of use.

The Licensee is permitted to store equipment during the period of the Seasonal Ground Allocation. This equipment must be stored in appropriate areas – i.e. not in bathrooms. Should equipment be stored inappropriately within the facility, Council reserves the right to remove the items at the Licensee expense. All equipment must be removed at the expiry of the Seasonal Ground Allocation, except where Council has provided prior written consent.

8. ANIMALS

The Licensee must not allow an animal on the Licensed Area, except a guide dog accompanying a person with impaired sight, without obtaining the prior written consent of Council.

9. ANNUAL REQUIREMENTS

When making an application for the use of the reserve or pavilion for a seasonal or annual allocation, the Licensee must provide Council with the following information:

- a list of office bearers and committee members and contact details;-
- a copy of its current public liability insurance certificate;

- a copy of all team competition fixtures for that Season;
- a copy of its incorporation certificate;
- copies of all certificates required under the *Food Act 1974 (Vic)* for the handling of food at the Licensed Area;
- an annual report;
- minutes from the annual general meeting;
- a written report detailing; the activities conducted by the Licensee during the preceding year and, where applicable, a list of the groups which have used the Licensed Area and a list of times at which the Licensed Area was used;
- an financial report, including a statement of assets and liabilities and profit and loss statement for the Licensee for that financial year;
- a strategic plan or business plan for the following year;
- all Licensee team and membership numbers (split into categories; male, female, sub-junior (<U13), junior (U14-U17) senior (>U18), Masters (>35) Veterans (>50), all abilities.
- a copy of the Licensee's emergency management plan;
- when requested a copy of the Licensee constitution;
- evidence that the kitchen exhaust fan has been cleaned by a professional cleaner and a certificate of compliance is provided to Council by a registered HVAC company.
- where appropriate a copy of the certificate of compliance by a registered heating ventilation and air condition company;
- where the Licensee / user groups office bearers or contacts change during a season or prior to its Annual General Meeting, the Licensee must notify Council within ten (10) days of the change being made.

10. CASUAL USE PERMITS

Licensees that seek to use the facilities outside their permitted use or allocated time, must make a casual booking for the use for the sportsground or pavilion.

External groups who have booked a Council sportsground and/or pavilion on a casual hire basis have the right to use the facilities. The Licensee must comply with and not interfere with any such rights.

The Licensee must ensure that the pavilion and reserve is in a clean and tidy condition after each use. Prior to a casual booking, the facility may be inspected by a member of Council. If the facility is not in a satisfactory condition it will be cleaned and an invoice will be forwarded to the Licensee.

Where possible, the facility will be inspected by Council after each casual booking to ensure that it has been left in a clean and tidy condition.

All Casual Hire bookings, should be placed through Council's online booking system IMS.

11. CCTV (Closed Circuit Television)

The primary role of Council's CCTV Surveillance system is to ensure public safety, more effectively manage risk and to protect Council assets.

Any Licensees wishing to install a CCTV must familiarise themselves with the Monash City Council Surveillance System Policy and must make an application in accordance with Council's Surveillance System Policy.

12. CHILD SAFE STANDARDS

The Victorian government has introduced compulsory minimum Child Safe Standards that apply to all organisations providing services or facilities for children. These standards are designed to promote the safety of children, prevent child abuse and ensure organisations have effective processes in place to respond to and report all allegations of child abuse.

Licensees must ensure that all employees and volunteers who are required to apply for a working with children check under the Working with Children Act 2005 have done so before working with children. Licensee must ensure that any employee or volunteer that is given a negative notice does not work with children.

Licensees should implement a child-safe policy or statement of commitment to being a child-safe Licensee. The Licensee should put in place a Code of Conduct that establishes clear expectations for appropriate behavior with Children and explains the mandatory and voluntary processes for responding to and reporting suspected child abuse.

13. CLEANING

The Licensee is responsible, on every occasion of use, for leaving the facility and surrounding areas in a clean and tidy condition, suitable for use by the next users. This includes vacuuming the facility throughout and all wet areas washed and disinfected (where applicable).

In cases where the facilities are used by more than one Licensee, the various sporting tenants must negotiate their own arrangements to clean the pavilion and surrounding area, but this does not remove the Licensee's obligations to comply with the requirements of this Clause 16.

Any additional cleaning or rubbish removal services, such as skips or the use of commercial cleaners for special events, must be paid for by the Licensee.

If the sportsground and pavilion are not kept in a clean and tidy state, additional cleaning will be arranged by Council at its discretion. An invoice will be forwarded to the Licensee to recover the full cost of the cleaning.

The Licensee is responsible, on every occasion of use, to leave the surrounding areas of the reserve in a clean and tidy condition. In the event of a breach of these conditions, the Licensee will be responsible for all costs associated with the clean-up by Council or its agents of the surrounds during the period of use.

Cleaning of kitchen exhaust canopies must be cleaned annually by a professional cleaner and the certificate of compliance must be provided to Council by a registered Heating, ventilation and air conditioning company. Where the venue is shared, it is the responsibility of the co-tenants to manage.

14. COUNCIL POLICIES

The Licensee agrees to comply with all Council policies and relevant regulations and laws.

15. DAMAGE TO COUNCIL PROPERTY

The Licensee is responsible for any damage to or theft of Council property resulting from or related to the use of the facility by the Licensee including damage caused by members, visitors or members of the public. Any damage to the sportsground and pavilion or theft of equipment or other property must be reported to Council immediately.

Other than normal wear and tear, and any damage caused by Council staff or contractors, the Licensee will be responsible for all loss and damage caused to Council's property during the period of use by the Licensee or resulting from breach by the Licensee of these conditions - e.g. failure to securely lock premises

In the event of any dispute as to the timing or cause of damage as between users, Council will make a final and binding decision.

The Licensee must pay for any consequential repairs or reinstatement undertaken by Council. An invoice will be forwarded to the Licensee to recover the full cost of any repairs or reinstatement carried out by Council.

16. DEFIBRILLATORS

The Licensee is responsible for supplying a defibrillator within the venue, they must first seek Council approval on the appropriate installation location.

17. DEFINITIONS

In these Conditions of Use, unless expressed or implied to the contrary:

Annual Allocation means all year use of the facility.

Council means the Monash City Council, includes the Council's successors and assignees and where it is consistent with the context includes Council's employees, delegated officer and agents.

Casual hire means any group that has booked a Council sportsground and/ or pavilion on a casual hire basis and has the right to use the facilities during the allocated time for their permitted use.

Co-Occupant means any additional licensee or licensees sharing the Licensed Area.

Finals means preliminary, eliminating, semi, grand finals.

Junior team means any team entered into an under 17's or lower section of competition.

Licence Agreement whereby the Licensee is given permission to use a sportsground and/or pavilion for a specified purpose(s), such as conduct of a sporting activity, at specified times, and under specified conditions. This use is non-exclusive. A Licence will be issued for a maximum of three years and are generally applicable where there is more than one Licensee/user group using the facility.

Licensed Area means the area in which the Licensee is authorised to use

Lease Agreement is an agreement that provides exclusive or long term use of a Council facility or pavilion.

Licensee means the organisation specified in Item 3 of the Licence Agreement, and includes the Licensee's successors, assignees and where it is consistent with the context includes the Licensee's employees, agents, invitees and persons the Licensee allows on the Licensed Area.

Masters team means any team entered into the over 35's to 49 section of competition.

Permitted Hours of Use means the times allocated to allow the Licensee to use the License Area during either or both of the Winter and/or Summer Seasons to

- conduct competitions as agreed to by the Council;
- conduct training sessions after 4.00 pm on weekdays nominated by the Licensee and approved by Council;
- use during the specific times nominated and approved by the Council unless prior arrangements have been confirmed with Council's Recreation Services Department.

- or such other Season (or part of Season) or hours of use as the Council and the Licensee agree in writing from time to time.

Preseason means any activity prior to the home and away season.

Season means the Summer Season and/or the Winter Season that the Licensee is permitted to use the Licensed Area.

Seasonal Changeover means the point in time when one licensee, at the completion of its Season, vacates the Licensed Area to make it available for another licensee.

Seasonal Ground Allocation means the seasonal allocation of an additional reserve and associated amenities and buildings during the Summer Season or Winter Season.

Sub-Junior means any team entered into an under 13's or lower section of competition.

Summer Season means the period from 1 October through to 2nd Sunday in March inclusive.

Veteran's team means any team entered into over 50's or higher section of competition.

Winter Season means the period from 1 April to 2nd Sunday in September inclusive.

Yearly means both winter and summer seasons.

18. ELECTRICITY APPLIANCE TESTING

Council will ensure the testing and tagging of all Council provided electrical equipment within the facility in accordance with Australian Standard AS 3760.

The Licensee will ensure that such tags are not removed or interfered with and will report any equipment without tags. The Licensee will ensure that any item of electrical equipment (including but not limited to appliances, leads, power boards, etc.) brought to the facility bears a current tag in compliance with AS 3760. Council may remove any untagged equipment without notice.

19. EMERGENCY PLAN

It is a requirement that the Licensee has an Emergency plan. This includes emergency numbers, evacuation procedures and contact details. It is expected that Licensees will review this plan every 12 months. Council may from time to time request to view this plan. Council is responsible for the installation, maintenance, repair and replacement of emergency exit lighting.

Council provides and maintains emergency equipment such as hoses and/or extinguishers for fire-fighting and Fire Orders for the guidance of users of the facility. In return, the Licensee agrees to:

- Keep displayed in prominent locations, emergency notices and Fire Orders.
- Not interfere with any emergency equipment or notices. Replacement or repair of such equipment caused by malicious use shall be at the tenant's expense.
- immediately notify Council if an emergency occurs.
- notify Council if fire-fighting equipment is used.
- prominently display its Emergency Management plan in the facility.
- ensure that the pavilion is left in a safe state at all times including clear access and egress points.
- Keep all emergency and exits and fire doors clear of obstructions at all times

The Licensee/hirer must be aware of proper procedures for and be responsible for the safe and orderly evacuation of guests from the facility if an emergency situation occurs.

20. EVENTS ON COUNCIL LAND

Council encourages and supports community groups and organisations to hold their own events within Monash, helping to grow the diverse range of events on offer to our residents and visitors. Any public or private event in an outdoor public space in Monash requires approval from Council. If you intend to run an event on Council land you must first seek prior consent from Council.

For more information, visit <https://www.monash.vic.gov.au/Leisure/Planning-an-Event-in-Monash>

21. EXTREME WEATHER POLICY

The Licensee should have an extreme weather policy it adheres too, to ensure the safety of its members. Typically, your State or Local Sporting Association will have a sample policy that you can adopt for your members.

22. FACILITY MODIFICATIONS

The Licensee will be permanently excluded from use of the facility if any part of the facility is:

- modified without written Council permission,
- rendered in breach of any safety or building codes (altered wiring, removal of exit lights, blocking exits, etc.) or
- interfered with in a manner which breaches or voids Council's insurance policy.

If a Licensee wishes to upgrade, improve, extend or modify a pavilion and/or sportsground the Licensee is required to make a formal written application to Council.

A Licensee may submit requests for proposed modification of the facility to Council for consideration as part of Council's building works program. Council, as the facility owner, reserves the right to undertake/contract any works requested at its discretion.

To minimise hazards and risks, Council will be responsible, or engage a contractor, for the management of all approved capital works projects at active reserves. Licensees will not be permitted to undertake or manage capital works at Council owned facilities sited on Council land.

23. FEES AND CHARGES

Licence fees and charges are fixed based on the usage of the Licenced Area, in accordance with Council's 'Schedule of Fees and Charges'. The Schedule of Fees and Charges reflects Council's commitment to support Sporting Club's occupation and use of Council reserves and facilities.

Fees are calculated per team using a reserve and/or pavilion, unless otherwise specified. These fees and charges are GST inclusive. These Fees and Charges are levied under the licence agreement between Council and the Club.

Council has determined that the Schedule of Fees and Charges:

- Is consistent with the grading of the sports reserve, code and pavilion facilities;
- Will recoup approximately 15% of the total estimated expenditure related to the maintenance costs of sporting facilities;
- Actual sports ground maintenance costs will be revisited every five years and the policy methodology reapplied to ensure the fees and charges levied continue to reflect actual maintenance costs;
- In the second, third, fourth and fifth years, fees and charges will be adjusted by a Council approved percentage that is universally applied across all Council programs and services (usually between 2-4% per annum) and applied on a per team basis.

Where the Licensee has outstanding fees greater than 90 days, they will not be eligible for any Council grants, future capital or self-funded projects, any preseason training or be able to host any finals until all outstanding money has been paid to Council.

Licensees may submit a request to Council for a payment plan where they can illustrate hardship. Licensees will be required to submit reasons for hardship and a current copy of the Licensee's financial report.

24. FINALS

As a Licence agreement may conclude prior to the end of their season, Council requires both Licensees and Associations to apply to use Council facilities for finals training and/or hosting of final's matches. This request should be made through IMS at least 4 weeks in advance.

Applications will open around the half way point of the season, associations wishing to secure a venue of finals should make an application with Council. Fee will apply for all finals bookings on sportsgrounds and pavilions.

25. FIREWORKS

The Licensee must not allow any form of fireworks to be used at the Licensed Area.

26. FIRST AID AND INCIDENT REPORTING

Licensees must maintain an appropriately stocked first aid kit at the facility. Licensees should have a documented first aid and incident reporting system to ensure all incidents are recorded. It is essential that records be kept for a minimum of three years for adults and six years for individuals under 18, after initial notification of the incident.

27. FOOD HANDLING

In Victoria the *Food Act 1984* regulates the sale of food to ensure it is safe and suitable for human consumption. All food businesses, including sporting Clubs, must register under and comply with the *Food Act 1984* as well as comply with the Australia New Zealand Food Standards Code.

Licensee must not prepare or cook food other than in areas which have been provided or approved by the Council for that purpose. Licensee must keep food handling areas in a clean and hygienic state.

Council's Public Health Unit is responsible for ensuring compliance with the Food Act 1984. For further information on your Licensee's responsibilities please contact the Public Health Unit on 9518 3335 or via mail@monash.vic.gov.au

Temporary Food Stalls

Licensees who operate temporary food stalls, which are one day events such as sausage sizzles, fetes, festivals and fundraising events, require a Temporary Food Permit through a Victorian wide register called 'Streatrader'. To apply for registration or submit a notification please visit <https://streatrader.health.vic.gov.au>

Coffee Vans, Food Trucks etc.

Licensees must obtain Council approval before allowing any mobile coffee vans or food trucks to operate at a reserve. Mobile food trucks and coffee vans are required to be registered under the *Food Act 1984* through 'Streatrader' and are required to submit a Statement of Trade when attending events.

28. HEALTH INSPECTIONS

Council's environmental health officers will undertake food safety assessments by inspecting all sporting Clubs using Council facilities at least once per year to ensure that food safety and other health risks are effectively managed and that Licensee are complying with their food safety obligations.

Typically the Environmental Health Officer, will contact the Licensee to undertake these inspections at a mutually convenient time. If a suitable time cannot be agreed, the officer will complete the inspections without the Licensee.

29. GAMBLING

The City of Monash Public Health Approach to Gambling Policy Statement 2016-2020 was adopted by Council at the May 2016 Council meeting. It outlines nine policy priorities that will be applied to all relevant Council planning, policy, programs and decision-making to ensure a whole-of-Council approach.

Licensees are to ensure they do not promote or advertise any gambling organisations or venues within their Licensed Area. It is also prohibited to conduct any form of gambling within the Licensed Area; this includes but not limited to; 'poker nights', 'reserve raffles', 'game of chance' or any gambling at which either directly or indirectly money is passed as a prize.

The Licensee requires Council permission prior to applying for any gaming licence. Further information on permit requirements is available at the Victorian Commission for Gambling and Liquor Regulation at www.vcglr.vic.gov.au

30. GAS BOTTLES

Gas bottles are not permitted to be stored in pavilions, such bottles can be stored in external ventilated cages where possible or removed from site.

31. FURNITURE

Licensees must place tables and chairs and other furniture in a way that allows people with mobility aids and prams to easily access them. They also need to be stored safely.

32. GRAFFITI

Monash Council seeks to reduce incidents of graffiti from within our city with:

- The removal of reported graffiti from Council property within 5 days (or within 4 hours if the graffiti is obscene or offensive)
- free graffiti removal kits for residents and businesses
- free community graffiti removal kit available for loan

Please report any graffiti within the Licensed Area to Council's Customer Services team on 9518 3335 or mail@monash.vic.gov.au

33. INAPPROPRIATE BEHAVIOUR

Monash Council aims to ensure that everyone in the Monash community enjoys the same opportunities, rights and respect, regardless of their gender, sexuality, cultural background, or ability.

Licensees are expected to provide a welcoming, respectful and inclusive environment for all. Council will not support community groups participating in activities that promote disrespectful attitudes, norms, behaviours and practices of any kind. The display of any sexually explicit, offensive material or sexual objectification in any form is prohibited.

Offensive or inappropriate behaviour within the facility is prohibited. The Licensees allocation may be terminated if any offensive or inappropriate activities take place on Council property.

The Licensee acknowledges that the use permitted by these Conditions of Use is additionally governed by Clause 14 of Council's Local Law NO.3 – community amenity: "Behaviour on Council Land"

34. INDEMNITY

The Licensee agrees to indemnify, hold harmless, release and discharge Council, its Councillors, employees, contractors and agents and each of them from and against all actions, costs, claims, charges, expenses, loss and damage whatsoever (including without limitation in respect of physical injury or death) (Claim) which may be brought or claimed against them or any of them, arising out of or in relation to the use of the facility by the Licensee or its members, employees, agents, contractors, licensees and invitees, except to the extent that the Claim is caused or contributed to by any negligent act or omission of Council, its employees, contractors or agents.

35. INSURANCE

The Licensee must ensure that at all times during the term of hire it has in place a current Public Liability Policy of insurance in the name of the Licensee providing coverage for an amount of at least Twenty Million Dollars (\$20,000,000.00) per event.

The Licensee should also ensure that it has the benefit of an insurance policy to cover the Licensee's personal property and the property of its members, visitors, invitees and players stored in the facility, as Council insurance does not cover this property. The Licensee should consult an insurance broker to ensure that it obtains all insurances necessary to cover its activities.

36. ISSUE AND RETURN OF KEYS

Where relevant the Licensee will be issued with two sets of keys for the allocated sportsground and/or pavilion. Licensees will be asked to sign a key register when collecting and returning keys to Council.

Extra keys or the replacement of broken keys are only available from Councils Recreation team. A fee will be charged for additional keys as well as the replacement of lost or damaged padlocks.

To assist the Seasonal Changeover, the Licensee must return keys within 5 days of the end of the Season, unless prior written approval for an extension is granted by Council.

Any member of the Licensee not returning keys is responsible for any damage caused to the Licensed Area whilst such keys are in its possession.

Any failure to return keys may result in Council changing the locks. The Licensee must pay on demand all costs incurred by Council in changing the locks.

The Licensee must not duplicate or allow keys to be duplicated.

The Licensee must not loan any keys to any other licensee, organisation, school or person unless prior written approval is given by Council.

The full costs of replacement or affected cylinders and keys resulting from lost keys must be paid by the Licensee.

Where relevant swipe cards will be issued for pavilions that have been fitted with this system. Access cards will be programmed for the permitted Licensee hours of use. Any access requirements outside of this needs to be made at least 5 days in advance. Or emergency access within 24 hours.

37. LIMITATIONS OF USE

Neither the allocation to, or use of the facility by, the Licensee creates any tenancy or other property right. The right granted is for the Licensee to use the facility, at the times and for the period stipulated in the booking confirmation or Licence, in accordance with these conditions.

The Licensee must not sell, trade, give away or otherwise deal with any part or full part of its allocation to another Licensee or any other third party.

The right of use of a facility is not exclusive. Council may authorise any other person or organisation to use the facility or any part of it at any time outside the periods of use authorised for the Licensee.

38. LINE MARKING

Licensees are responsible for the application and cost of the sportsground lines for their allocated sport. With the exception of the grass athletics track, where Council will mark these lines.

The minimum distance between the boundary line and any immovable object is to be marked at a minimum of 3 metres or greater if specified by the sporting Association.

Should Council identify that the boundary line doesn't meet the required buffer; the Licensee will be asked to rectify this requirement immediately and will not be permitted to take the field until this is rectified.

The Licensee is prohibited from using any substance/s that could damage the grass or playing surfaces. The Licensee will be responsible for all costs associated with the reinstatement of the damaged surface caused by line marking. Lime is not to be used as a line marker due to potential health risks. Water based paints are recommended.

39. MEMBER PROTECTION POLICY

A member protection Policy (MPP) is a core policy document for sports Clubs and associations. Licensees should adopt its state or national peak body's policy, or develop their own.

40. NIGHT MATCHES

The Licensee must first seek permission from Council to host any night competition matches. It is essential that sportsground lighting meets the Australian Standards for night competition within each sports regulations.

41. NOISE

Noise levels must be kept in accordance with all legislative provisions including Council's Local Law and at a volume that does not cause annoyance to any person on any premises within the surrounding area.

Licensees are to give consideration to neighbouring properties, please see the Good Neighbour Guidelines for assistance in this matter.

Noise complaints from residents are taken seriously by Council and noted on file. It is the responsibility of Licensee to ensure that all members and visitors abide by these regulations in relation to noise. Continual violations by the tenants could jeopardise tenancy.

Public address systems must not be used or operated prior to 9.00am or after 6.00pm on any day.

42. NUISANCE

The Licensee will ensure that no nuisance, whether from noise, vehicles, behaviour, escaping balls or any other cause, is occasioned to members of the public and neighbouring properties.

43. PARKING

The Licensee is responsible to ensure the proper parking of all vehicles including but not limited to motor vehicles, motor bikes, bicycles at the facility regardless of vehicle ownership.

44. PAVILION HOURS

Pavilion hours of use are limited to the following hours:

Monday	7am – 10.30pm
Tuesday	7am – 10.30pm
Wednesday	7am – 10.30pm
Thursday	7am – 11.00pm
Friday	7am – 12.00midnight
Saturday	7am – 12.00midnight
Sunday	7am – 10.30pm

45. PEGGING OR SPIKING

Licensee are not permitted to peg or spike items into the sports grounds. Pegging or spiking may damage sprinklers, sub-surface drip irrigation lines, wires, connections or other underground services. Licensees that are found to have pierced any underground infrastructure will be responsible for the repair costs.

46. PERMITTED USE OF SPORTING PAVILIONS AND GROUNDS

As per the License Agreement with the City of Monash and the associated 'permitted use', the Licensee is licensed to use the facilities for the following types of activities:

- The Licensee's regular home and away, Association sanctioned, sporting competition.
- Training for competition.
- Licensee related social and fundraising functions or activities.

47. PRACTICE MATCHES

Due to sportsground renovations and season change over, no Licensee will be guaranteed use of Council owned or managed sportsgrounds for a practice match. Practice matches do not constitute part of the standard sportsground allocation and will be charged under a casual hire agreement.

48. PRESEASON TRAINING

Council will endeavour to provide some available facilities for pre-season training. However, no Licensee will be guaranteed use of Council owned or managed sportsgrounds for pre-season training. Pavilions will not be available for pre-season training. However, if the Licensee requires use of a pavilion for pre-season training prior to the commencement of the changeover/renovation period between seasons, negotiations will need to be undertaken with the incumbent Licensee occupying the pavilion. Any agreement reached between Licensees must be in writing and as per the Share Use Agreement and must be approved by Council before it becomes operative.

Pre-season training does not constitute part of the standard sportsground allocation.

All requests for use of a sportsground for pre-season training must be directed to Recreation Services and be booked using the IMS online booking system.

49. PRIVACY STATEMENT

Personal Information collected by Council is used for municipal purposes as specified in the Local Government Act 1989. The Personal Information will be used solely by Council for these purposes and or directly related purposes. Council may disclose this information to other

organisations if required by legislation. The applicant understands that the Personal Information provided is for the above purpose and that he or she may apply to Council for access to and/or amendment of the information. Requests for access and or correction should be made to Council's Privacy Officer.

50. PORTABLE SOCCER GOALS

If using portable soccer goalposts the Licensee is to ensure that the posts comply fully with the Australian Standard HBB 227-2003. This includes the manufacture, use and storage of these goalposts. Portable Soccer Goals are the responsibility of the Licensee. All Licensees must:

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

51. REPORTING DAMAGE, HAZARDS OR MAINTENANCE ISSUES

Licensees are required to report any damage, hazards or maintenance requirements to Council's Service Centre on 9518 3555 or recreation@monash.vic.gov.au Officers will report the item onto the Council maintenance tracking system. The Licensee must provide Council with as much detail as possible about the damage and required works. The Officer will provide the Licensee with a tracking request number which can be used to track the progress of works in the future.

52. RESERVES MANAGER – INTEGRATED MONITORING SYSTEM (IMS)

The IMS, Reserves Manager program is an online system that allows Council to easily check and capture anything that requires attention and delegates responsibility to either a Licensee representative or Council.

The program is used to manage sportsground bookings, collating all the required paperwork and data to allow Council to manage clashes and approve bookings.

IMS users need to endeavor to keep their contact information up to date as committees and office bearer's change. They must also indicate to Council if there are any changes to the Licensee's nominated Council Liaison Person.

53. RISK MANAGEMENT

The Licensee must ensure that ground risk assessments are completed in compliance with the requirements of their Association, or with Council's requirement when the association is silent on the matter.

Prior to each event (or use of the facility or part of the facility) the Licensee must inspect the facility to ensure it is free from hazards prior to using it.

Any issues or hazards, including damage to the facility or non-compliance with usual standards, must be advised to Council as soon as possible. Where the hazard has safety implications, Council must be telephoned on 9518 3335. The facility must not be used until the hazard or defect has been remedied. The Licensee is responsible for monitoring and securing an area with a hazard until Council staff or authorised contractor arrives.

54. SANITARY BINS

Sanitary bins will be supplied and serviced by Council. Licensees, need to ensure they remain in the bathroom/ toilet area and are accessible for all users of the facility.

55. SEASONAL CHANGEOVER LICENSED AREA INSPECTIONS

An inspection of the Permitted Area by Council and the Licensee will be carried out at the nominated Seasonal Changeover date, on such date and time as Council informs the Licensee in writing.

A nominated representative of the incoming and outgoing Licensee is encouraged to be present at the Inspection. The Inspection conducted will be a thorough inspection covering breakages, cleanliness and general wear and tear of the facility.

The Licensee must, at its cost and to Council's satisfaction, clean the facility prior to the change cover inspection.

Only one inspection will be conducted at each site, should the facility not be cleaned for the inspection, the Council Officer will engage a commercial cleaner to clean the facility to a standard, where the pavilion can be handed over to the incoming Licensee This cleaning cost will be invoiced to the outgoing Licensee. Where co-occupied the costs will be shared.

Any maintenance or damage requirements identified during the inspection will be carry out by Council and it is deemed a result of miss use the Licensee will be invoiced for these repairs.

56. SECURITY AND ACCESS

The Licensee is responsible to ensure the facilities are securely locked when not in use. Clear access and egress points must be maintained at all times. All emergency and exits and fire doors must be clear of obstructions.

57. SCHOOLS BOOKINGS

All schools are to contact Recreation Services to book any sportsground or pavilion. Where possible, Council will give the Licensee notification when a school group has booked a pavilion or sportsground that may impact on its allocated times.

58. SCOREBOARDS

Electronic scoreboards are to be fully funded and maintained by the Licensee. Licensees wishing to install a scoreboard, must first seek Council approval on the board size, location and provide evidence that the board can be fully funded by the Licensee.

59. SHARED USE AGREEMENT

Where the facility has a co-occupant, Licensees are required to complete a Shared Use Agreement that outlines each Licensees responsibility. A sample of this agreement is available on Councils website.

60. SIGHT SCREEN

Sight screens are the sole responsibility of the Licensee and Licensees have full renewal and maintenance responsibilities.

Only portable sight screens are permitted on premier level cricket grounds.

61. SIGNAGE

Community Billboard advertising boards

Community events can be advertised to assist Local Community organisations to assist with the publicity of significant events. Permits are available to place advertising boards at three pre-determined, strategically located Council properties.

There are three sites within the City of Monash where advertising boards can be placed temporarily, contact the Community Laws Department on 9518 3555.

These sites are located at:

- corner Stephenson Rd and High Street Rd
- corner Springvale Rd and Waverley Rd
- corner Huntingdale Rd and High Street Rd

The following conditions need to be adhered to in relation to erecting advertising signage.

- Posts have been erected so that boards can be securely mounted
- Signs must be limited to 2 metres x 2 metres in size
- No permit fee will apply to local community groups
- No commercial advertising is permitted other than as incidental in sponsorship to the function. Accordingly, reference to any sponsor(s) should not dominate the sign and address the telephone number of such sponsor (s) should be omitted.
- The billboard is to be removed on the date indicated, or Council may impound it.

Naming of a Council Sports and Recreation Facilities

Licensees should refer to the Guidelines for 'Community Request for the Naming of Council Facilities'.

Internal Pavilion signage

Wherever possible, signs inside Licensee rooms and pavilions should be placed at eye level to make them easier to read.

Licensees should consider a small sign on the pavilion advising of the times the pavilion and oval are used by the tenants.

Signage around the reserve

Licensees must obtain Council's written approval prior to installing any signage at a sport and recreation facility. All approved sponsorship signage is to be attached to the perimeter fence of a playing field only and should be facing inwards. No other signage around the reserve will be approved. Signage must only be used during your permitted season, removing such signage should be completed with the Licensee is out of season. Council is responsible for the installation of wayfinding, directional and reserve / pavilion.

Licensees are responsible for the installation and removal of all approved signage. Licensees must clean and maintain all approved signage in a good condition. Where a Licensee is requested to remove a sign and does not do so within 14 days, Council may remove the sign and the Licensee will be responsible for covering the costs associated with the sign's removal, storage and or disposal.

62. SMOKING

Under the Tobacco Act 1987, smoking is prohibited within ten meters of outdoor public children's playground equipment, skate parks and sporting venues during junior organized sport.

Licensees are advised that smoking is prohibited in all Council owned buildings including sports pavilions, with no person able to smoke within five metres of doorways or open windows. It is the responsibility of Licensee to uphold this requirement in the interests of community health.

Any evidence of smoking within a Council pavilion will result in a review of the user group's allocation of that pavilion, which may also jeopardise any future allocations.

Licensees must display no smoking signs as requested.

63. SPORTS GROUND LIGHTING

Council is responsible for the supply and construction of training standard lighting of 50lux. The Licensee is required to fund 20% of the cost of upgrading from 50lux to 100lux and 100% of the costs from 100lux to 150lux.

Council's contribution will be dependent on funding available within the capital works budget. Council must receive a Licensee's financial contribution before any work can commence.

Sports ground lighting on Council land remains the property of Council and cannot be removed in part or full.

Council will maintain floodlight towers and fittings, and undertake globe replacements. Globes may not necessarily be replaced as soon as the fault is reported due to costs associated with completing such repairs. Licensees will be responsible for the costs of all replaced globes.

Lighting use required beyond 9 pm will require prior permission from Council.

64. SUBLETTING

The Licensee is not permitted to sublet hire or enter into any agreement for the use of any part of the licensed area. All booking enquiries must be directed to Council's Recreation Services team.

65. TEMPORARY CLOSURE OF GROUNDS

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

Council will endeavor to notify any Licensee affected by a ground closure as early as possible to allow for alternative arrangements.

66. TERMINATION OF USE

Upon cessation or termination of authorisation of use, the Licensee will remove all property of the Licensee, return all keys and settle all outstanding claims by Council for fees or reimbursements for damage or otherwise, as soon as practicable. The Licensee must cease to use the facility for sports immediately upon the authorisation ending.

67. UTILITY CHARGES

Licensee are responsible for paying the utility charges related to their allocation. This includes all telephones, electricity, and gas accounts. The Licensee is not required to pay for water and garbage collection.

Where there is more than one Licensee, the Licensee will use its best endeavours to agree with the other Licensees upon the apportionment of the utility bills at the commencement of their respective seasons.

It is recommended that the Licensees enter into a shared use agreement for the distribution of utility costs, a sample of the shared use agreement is available as an annexure.

If there is any dispute as to the apportionment of the utility bills the Licensee agrees and acknowledges that the dispute will be determined by Council's Active Monash Department, whose decision will be final and binding on the parties.

Prior to the Seasonal Changeover (for Co-occupants), the utility bills should be reconciled and re-addressed by mail to the incoming tenant to avoid costly disruptions of the services.

68. VEHICLES

The Licensee must ensure that vehicles are not driven on to the playing fields, passive recreation or open space areas. The Licensee, its members, visitors and invitees are required to comply with all notified parking restrictions. Subject to the direction of Council officers, the Licensee is responsible for the control of vehicles parked in the reserve by members and visitors.

No motor vehicle, bicycle, scooter, cart or other vehicle, whether propelled by mechanical, human or animal power, may be driven through any sports ground without prior permission from Council.

Emergency vehicles are exempt.

69. THE VICTORIAN GOVERNMENT'S FAIR PLAY CODE

The Victorian Government's Fair Play Code of conduct for Sport and Recreation in Victoria, outlines the standards of behavior expected for everyone involved in sport and Recreation.

The Fair Play Code encourages appropriate standards of behaviour to enable every Victorian to be involved in sport and recreation that is safe, welcoming and inclusive. It also includes integrity, respect, responsibility, fairness and safety as guiding principles as well as guidance on responsibilities, breaches and seeking further information.

Victorian sport and recreation organisations should apply the standards of the Fair Play Code from 1 July 2018. They are encouraged to incorporate the Fair Play Code into their code of conduct, member protection policy, constitution or other governance documents.

70. WASTE AND LITTER MANAGEMENT

Hard rubbish Collection

Licensees within a reserve in the City of Monash, can access Council's hard rubbish service. For further information and to book this service, contact Council's Service Centre on 9518 3555.

Hard rubbish includes all waste that will not fit in your garbage bin, including: furniture, e-waste, appliances, and general junk;

Hard rubbish collection will NOT collect:

- mattresses;
- car parts, batteries or tyres;
- gas bottles;
- chemicals and liquids (including paint and oil);
- commercial or business waste;
- waste material from building, renovation or demolition (including timber, bricks, concrete, rubble, fencing and pallets);
- items which are too heavy to be lifted by two people; and
- broken glass, asbestos, cardboard or newspapers.

Size limits

The maximum amount of hard waste is three cubic metres. The maximum length or height of any individual item is two metres.

Recycling and Waste

Recycling and waste must be correctly separated into the correct waste streams provided:

- Mixed recycling (yellow lid); plastic cutlery, plastic plates, paper, cardboard, plastic bottles, plastic containers, glass, cartons, cans and aluminium foil.
- Landfill (red lid); bin bags, cling wrap, plastic wrappers and polystyrene.
- When vacating the venue, the contents of the bins must be emptied into the corresponding secure Council bins.
- When emptying the mixed recycling, please ensure that the contents are emptied out of the plastic bin bags (the bin bag can then be placed in the landfill bin).

Dumped and Illegal Rubbish

Rubbish dumped on Council land should be reported to Council's Customer Service team for immediate removal.

71. WATER

Council will pay all water utility bills for the pavilions and reserves. Where stipulated, the Licensee will be on-charged the full or partial costs of the water bills.

72. WITHDRAWAL OF SPORTSGROUNDS

The Licensee acknowledges and agrees that Council may at any time withdraw from the Licensee either permanently or for a period of time, the use of any facility or part facility for any reason including but not limited to:

- The sportsground is unplayable due to inclement weather;
- The sportsground is unsafe for match play;
- The sportsground requires surface repairs and/or redevelopment works;
- The sportsground is required for a community event;
- Breach by the Licensee any of these Conditions of Use.

The Licensee it will not be entitled to any compensation, or the reimbursement of the Licence Fee (or any other money payable by the Licensee to Council under this Licence) if Council makes a determination; and

The Licensee must ensure it takes steps to prevent over use of playing surfaces to minimise the prospect of ground usage restrictions being imposed.