

Seasonal Ground Use Conditions –2025/26

1. BOOKING APPLICATION

All applicants are required to complete the relevant Ground Application Form for the use of a City of Bayswater reserve and/or facility. Confirmation of the booking will be sent via email to the nominated booking contact, including a tax invoice for *immediate payment*.

2. RIGHT TO REFUSE OR CANCEL A BOOKING

The City reserves the right to refuse an application or to cancel a confirmed booking at any time should a club not comply with these conditions.

3. ALTERATION OR CANCELLATION OF A BOOKING

All alterations or cancellations of a booking must be received in writing.

The City reserves the right to apply a cancellation fee as follows:

30 days or more prior	Amount to be retained - 0%
7-29 days prior	Amount to be retained - 50% of booking fee
Less than 7 days prior	Amount to be retained - 100% of booking fee

4. SUB-HIRING OF GROUNDS

All ground bookings must be approved by the City of Bayswater. Clubs and organizations are not permitted to re-allocate or sub-hire any use by third party individuals, groups or organisations.

5. USAGE

The use of grounds and facilities is regularly monitored. Should clubs be found to be making regular bookings and not using the ground/facility during these times, these bookings may be cancelled. There is a high demand for sporting grounds in the City, and ghost bookings prevent access by other clubs.

In the majority of cases it may be necessary for clubs to share parts of allocated grounds and facilities with other clubs. This is because demand for the use of Council facilities outstrips availability. When sharing grounds the City requests that clubs cooperate with each other to determine shared use arrangements.

6. PAYMENT OF FEES

Clubs will be charged the relevant fees for seasonal use of grounds and/or facilities, as stated in the 2025/26 Fees and Charges. Season training fees are charged per club per session (for seniors); season fixture fees are charged per team (for seniors), up to a

maximum of 15 fixtures per season. Clubs are not charged for junior members (Under 18 years and in full time education).

Late payment of fees may jeopardise future use of City reserves and/or facilities. If arrears exist from a previous season, booking applications may be declined.

7. INDEMNIFICATION AND INSURANCE

Upon confirmation of the booking the club agrees to indemnify the City of Bayswater against all claims incurred by loss, damage, death or injury arising from the use of the reserve and/or facility. The City cannot legally insure another party's property or assume another party's liability.

Prior to commencing use of City reserves and/or facilities each season, it is essential that all clubs obtain Public Liability Insurance. **Certificates of Currency must be forwarded to the City of Bayswater with the Ground Application Form.**

- a) Public Liability Insurance Policy in the name of the user club (with the City being recorded as "interested party" on the policy) for an amount of not less than TWENTY MILLION DOLLARS (\$20,000,000) in respect to any one claim or such greater sum as the club may reasonably require. The hirer is to provide a copy of their Certificate of Currency for Public Liability Insurance of \$20m with their *Summer Season 2025/26 Ground Application Form*. Public Liability Insurance must also include the Goods Sold extension if food/consumables are being sold (this is to provide cover for food and drink being prepared or supplied on the premises).

For occasions such as large-scale private, public or community-based events (and particularly those at which alcohol is served and/or sold), or for high-risk sporting activities, the hirer's public liability policy will require notation that protects the City's interest beyond any doubt.

Clubs are encouraged to obtain the following additional insurance policies as applicable:

- Professional Indemnity Insurance
- Directors and Officers Liability Insurance
- Volunteer Workers Insurance
- Contents Insurance.

8. WORKING WITH CHILDREN CHECK

In accordance with the City's *Requirement to hold a Working with Children Check Policy*, all organisations/individuals who hire City facilities and/or participate in City functions, events or services involving child related activities, in a paid or volunteer capacity, must comply with the *Working With Children (Criminal Record Checking) Amendment Act 2022*.

It is the responsibility of the organisation wishing to hire a City reserve or facility to ensure that its obligations under this Act have been met.

The City reserves the right to reject applications if the relevant Working With Children (WWC) Checks are not provided.

9. KEYS

Keys (as required) will be issued prior to the commencement of the period of hire and attract a \$200.00 key bond. Keys will enable access to the changing and toilet facilities and floodlights (where applicable). They are to be returned by hirers within one week of the end of the season. The key bond will be refunded once the key(s) have been returned. Additional keys will attract an additional \$200.00 bond, plus a cutting fee of \$42 per key.

10. COMPLIANCE WITH ESTABLISHED OR REGULATED SAFETY STANDARDS

It is the hirer's responsibility to ensure that current Australian Standards are complied with, particularly as they relate to provision, installation, maintenance and storage of sporting equipment, such as goals.

11. ELECTRICAL EQUIPMENT

Any electrical equipment or appliance such as fridges, pie warmers, urns, projectors etc. that is provided by a hirer and used within a City facility, must be tagged in accordance with Australian Standard AS/NZS 3760 (In Service Safety Inspection and Testing of Portable Electrical Equipment). All electrical equipment such as bowling machines, urns, kettles, stereo systems, extension cords etc. must be regularly inspected, tested and tagged as per the standard noted above.

12. GROUND MARKING

White or coloured water based paint is the only acceptable product to be used to mark grounds. Ground marking is the responsibility of the club.

The Public Health Department strictly prohibits the use of pesticide or any other such product. If use of an unauthorised product causes damage to the ground, remediation costs as prescribed in the City fees and charges will be recovered by the City from the user club.

13. GROUND MAINTENANCE

The City maintains its parks and reserves and as such, ground renovation work must be carried out at certain times of year. Autumn ground maintenance will occur at the end of the summer season, i.e. the last two weeks in March; Spring ground maintenance will occur at the end of the winter season, i.e. the last two weeks in September. Grounds will be closed during this time. Wherever possible, clubs will not be affected by maintenance. Cooperation of clubs is paramount, and the City urges clubs to follow the instructions of City staff throughout this period. In some situations where urgent work is required, the City will endeavour to relocate clubs to another reserve, where possible. Clubs must notify the City as soon as possible if home finals are required.

14. FLOODLIGHTING

Many reserves within the City of Bayswater are floodlit. Any charges associated with the use of floodlighting are included within the booking fee. In some instances the floodlight system allows for zoned switching. Clubs must only switch on lights for the area being used, not the

whole reserve. Lights should only be used at the training 50lux setting when training occurs, and the full illumination match setting only for authorized night fixtures. The use of full illumination match setting for training seriously impacts the longevity of the lighting systems.

The City endeavors to maintain fully operational lighting. Should lighting systems fail the City endeavors to repair / replace as soon as practically possible and will not be held liable for any loss of ground usage attributed to floodlight failure.

15. PUBLIC ADDRESS SYSTEMS

The use of any public address system must be in accordance with the *Environmental Protection Act 1986* and *Environment Protection (Noise) Regulations 1997*. A breach may result in a Noise Abatement Direction being served. Non-compliance with the *Environment Protection (Noise) Regulations 1997* carries a maximum penalty in excess of \$60,000. It is the Club's responsibility to ensure the use of any public address or sound system is controlled.

16. MARQUEES, TENTS AND/OR SHADE STRUCTURES

Bouncy castles, marquees and shade structures require written approval from the City, and must be installed as per manufacturer's instructions and in the location/s approved by the City.

In accordance with Regulation 4.52 of the *Occupational Health and Safety Guidelines 1996*, bouncy castles must be operated (which includes installation), maintained and inspected in accordance with applicable standards the instructions of the designer/manufacturer.

Pegs or stakes used for securing goal nets or similar are only permitted to a depth of 15cm. Metal pegs are not permitted as these can severely damage ground maintenance equipment and any cost of repair will be sought from the clubs.

17. SALE AND/OR CONSUMPTION OF ALCOHOL

It is the hirer's responsibility to ensure that all provisions of the *Liquor Control Act 1988* are complied with. The hirer should be aware that the consumption of alcohol in a public place is against the law and no alcohol is to be served or consumed on any reserve without first obtaining approval from the City. If alcohol is to be sold an occasional liquor licence from the Department of Racing, Gaming and Liquor is to be obtained by the hirer with a copy forwarded to the City at least fourteen (14) days prior to the period of hire.

18. LITTER AND RUBBISH REMOVAL

Permanent bins placed on a reserve are for spectators and park users' rubbish only. Should the club have an excessive amount of rubbish generated from fixtures or a function, it is the club's responsibility to hire additional bins or organise rubbish removal.

19. PARKING AND VEHICLE ACCESS TO THE GROUND

Parking facilities are provided at most active sporting reserves within the City of Bayswater. It is the club's responsibility to ensure that players and spectators park vehicles in an orderly

manner in designated parking areas. The amenity of residential areas surrounding reserves should not be affected in any way. Verge parking, or indiscriminate use of the roadway by parked vehicles may attract parking infringement. Vehicle access to reserves is not permitted without approval from the City.

20. BEHAVIOUR OF CLUB MEMBERS AND SPECTATORS

Clubs must not allow any anti-social behaviour in or around the premises or reserve including but not limited to loud music, foul language, drunken behaviour, fighting and acts of physical violence, littering, public urination and unwanted entry onto neighbouring properties.

21. SECURITY

It is the responsibility of clubs to ensure that each section of the venue is secured at the end of each period of hire, this includes securing windows and doors and turning building lights / floodlights, air conditioning / heating systems off.

Alarm systems must be armed when a building is not in use. The club may incur charges if the Security Company is called out to secure the facility during / after a club's hire period. Security issues should be reported to Security Watch (1300 360 333).