AGREEMENT TO USE COUNCIL'S RECREATIONAL FACILITIES

Locked Bag 5
YOUNG NSW 2594
P: 1300 445 586
E: mail@hilltops.nsw.gov.au
W: www.hilltops.nsw.gov.au

(Please ensure that all sections of this application are completed. Incomplete applications may be returned or suffer processing delays.)

Fee Applicable $ Receipt No: Date:

Applicant Name Insert name of Club – (if an incorporated association), or insert name of Club's representative (if the Club is an unincorporated association) or insert name of individuals as appropriate.

Applicant Address

Applicant Email

Applicant Contact Number(s)

to have the non-exclusive use of:

Name and Address of Council's Facility:

For the purpose of: (insert the use or uses for which the applicant may use the facility)

Power supply will be required: YES/NO

If Yes, a fee will be applicable and arrangements for key collection must be arranged prior to the event

Date requested: (for multiple dates complete the table provided on page 4)

Time requested: (for multiple times complete the table provided on page 4)

Hilltops Council must be informed of cancellations as soon as possible to allow other organisations to book Council's facilities and to alleviate unnecessary preparation of grounds by Council staff.

Locked Bag 5
YOUNG NSW 2594
P: 1300 445 586
E: mail@hilltops.nsw.gov.au
W: www.hilltops.nsw.gov.au

1.1 The Applicant(s) Promises

The Applicant will:

1. Use the Facility at its own risk;

2. Pay the Fee as determined by the Council;

3. Regardless of any other provision of this Agreement, pay in addition to the fee the amount of any goods and services tax or similar value added tax imposed on any supply made to it under or in accordance with this Agreement;

4. Maintain a public liability insurance policy for at least $20 million in respect of any one incident with a respectable insurer and will give the Council evidence of that insurance (photocopy certificate of insurance currency and attach to application);

   Note: At Council's discretion individual personal Applicants may be eligible for insurance coverage under Council's casual hirer insurance. If the Applicant is so covered, the requirements under clause 4 are met. SPORTING CLUBS, ASSOCIATIONS OF ANY KIND, INCORPORATED BODIES OR PROFIT MAKING/COMMERCIAL ACTIVITIES ARE NOT ELIGIBLE.

5. Inspect the Facility prior to use to determine its fitness for use including a determination of soil/surface wetness. If the grounds of the Facility exhibit characteristics of saturation, the Applicant may not use the Facility without prior consent of the Council. Council has provided a procedure for sportsground closures.

6. Not use the Facility if the Facility is unfit for use and will promptly report this in writing to the Council;

7. Not drive or allow any motor vehicles to be driven on the grounds of the Facility, emergency vehicles excepted;

8. Not erect any fences, tents or any other structures on the grounds of the Facility without prior written approval of Council;

9. Leave the grounds and the Facility in a clean and tidy condition after use and ensure that all rubbish is placed in the rubbish bins provided;

10 Comply with Council's reasonable directions about the use of the Facility;

11. Occupy and use the Facility at its own risk and releases the Council to the full extent permitted by law from all claims and demands resulting from any accident, damage, loss, death or injury occurring in the Facility except to the extent that any of those things are caused by Council's negligence;

12. Acknowledge that such occupation and Facility use is for recreational activities; and

13. Indemnify the Council against all damage or loss for which the Council may become liable because of any act, default or omission by the Applicant or any of its members or invitees under this Agreement or arising from any of the following which are caused or contributed to

Locked Bag 5
YOUNG NSW 2594
P: 1300 445 586
E: mail@hilltops.nsw.gov.au
W: www.hilltops.nsw.gov.au

by the Applicant's use of the Facility or by any act or omission on the Applicant's part or any of its members, licensees, invitees or other persons claiming through or under the Applicant:

(a) The negligent use, misuse, waste or abuse of the services to the Facility; or

(b) Loss, damage or injury from any cause to property or person.

1.2 Termination of Agreement

Council may terminate this Agreement by giving the Applicant 14 days notice in writing if the Applicant breaches any of its obligations in this Agreement and does not rectify such breach within a reasonable time of being required to do so by the Council.

Council refers hirers to the Procedure For Sportsground Closures please refer to page 5

1.3 Agreement

The Applicant acknowledges that this Agreement confers no legal interest in the Facility on the Applicant.

SIGNED by the Applicant/on behalf of the Applicant: [Delete if not applicable]

Signature	Signature
Name:	Name:
Date:	Date:

PLEASE INDICATE ACCEPTANCE OF THESE TERMS BY SIGNING ABOVE

EVIDENCE OF THE INSURANCE POLICY UNDER CLAUSE 4 MUST BE LODGED WITH THIS APPLICATION

AGREEMENT TO USE COUNCIL'S RECREATIONAL FACILITIES

Locked Bag 5
YOUNG NSW 2594
P: 1300 445 586
E: mail@hilltops.nsw.gov.au
W: www.hilltops.nsw.gov.au

Date	**Purpose** (Training, game, match, etc)	**Start Time**	**Finish Time**	**Office Use** (Date/s entered in register)

Locked Bag 5
YOUNG NSW 2594
P: 1300 445 586
E: mail@hilltops.nsw.gov.au
W: www.hilltops.nsw.gov.au

PROCEDURE FOR SPORTSGROUND CLOSURES

1. PURPOSE
To define the process for a sportsground closure with player safety and maintenance of the ground condition as key priorities.

2. STATEMENT
Council manages a diverse array of sportsgrounds which accommodate a variety of sports with varying soil types, drainage profiles and playing requirements. Due to this diversity, a 'Sportsground Closure' procedure is required to define responsibilities for determining the suitability of a sportsground for play/training.

3. RESPONSIBILITIES

3.1. During or following wet weather, a club/user group, which has been given a specific ground allocation, is responsible for determining the suitability of a sportsground for play/training and to advise its members/participants of a sportsground closure.

3.2. During or following wet weather Council will determine whether a sportsground should be declared closed for a casual booking.

3.3. During prolonged and/or extreme weather, (i.e. drought or flood) Council will determine whether sportsgrounds are suitable for use and advise clubs/user groups if sportsgrounds are not available for use.

3.4. During or following hot weather conditions a club/user group, which has been given a specific ground allocation, is responsible for determining if the ground and weather conditions are safe for play/training, unless advised of closure by Council and advise its members/participants of a sportsground closure.

3.5. Where a ground is controlled by a Management Committee, the Committee may determine the suitability of the ground for play, unless already closed by Council.

3.6. Where a club/user group has determined a ground to be fit for play and excessive damage is caused to the ground. The club will be responsible for reasonable costs for the repair of the ground. The Parks and Gardens Asset Planner will determine if the damage is excessive.

4. Basis for Closure:
A decision by Council, Clubs and or Associations to close the sportsground should be based on

- Safety and the potential for injury to players
- The sport played and the potential for damage to the playing surface
- The weather, during prolonged and /or extreme weather conditions (i.e. severe drought, wet weather and /or flooding)
- The condition of the ground when inspected

Note: Irrespective of the above Council may, at any time, withdraw the use of the facility (or part thereof) if it is deemed to be unplayable.

Locked Bag 5
YOUNG NSW 2594
P: 1300 445 586
E: mail@hilltops.nsw.gov.au
W: www.hilltops.nsw.gov.au

ANNEXURE 1 WET WEATHER GROUND INSPECTION GUIDANCE

Notification
During periods of wet weather, users of Sports fields are encouraged to visit Councils website on www.young.nsw.gov.au the day prior to the event for information regarding field closures.

The following measures are to be used as a guide to assist Council and clubs in making a decision about ground closures.

1. Surface Water
Competition and training must be cancelled if there is any surface water visible on the field. The only exception to this would be if the area affected was small (less than 2m²), in a low usage/wear area and the rest of the ground is firm, and no other issues such as ground softness and poor grass cover are evident. Surface water means that the ground has reached saturation point and will be damaged very quickly if played on.

2. Ground Softness
Competition and training must be cancelled if there is any sinking into the field when walking on it and this does not bounce back or if when standing still water rises up to the surface. The only exception to this would be if the only area affected was small (less than 2m²), in a low usage/wear area and the rest of the field was firm and poor grass cover is not an additional issue. Water rising to the surface when walking on it means that the ground has reached saturation point and will be damaged very quickly if played on.

3. Amount of Rainfall
Rainfall leading into competition and training should be used to guide decisions. If it has rained heavily or consistently leading up to training and/or competition then this should aid the decision to be made. Some grounds will take rain all week and be fine on the weekend for competition; other grounds will have no rain all week and rain the night before an event and will need to be cancelled. Clubs should take into consideration the rainfall during the week, the night before and the forecast for the day of training/competition when making decisions.

4. Soil profile and Drainage
Some fields naturally drain better than others; this has to do with the soil profile below the surface. Sand based fields (sandy profile) drain quicker and more effectively than those on natural ground (heavier profile) or former tip sites (heaviest profile). Clubs should have a good idea of the drainage and amount of rainfall their ground can take, and this should be considered when making decisions.

5. Grass cover
During the winter season grass cover can often get below 60% or 70% and be fine for play during dry weather. However, during wet weather if overall grass cover is below 70% then this ground is likely to wear more substantially under wet weather training and competition than grounds with more grass cover. If a decision is made to play or train on wet ground with low grass cover, then this may cause irreparable damage to your field.

6. Amount and type of activity
If your club is about to have a full days competition, with 20 or more teams due to play, then this is going to have a considerable effect on the ground during wet weather. Grounds can be damaged very quickly over 1 or 2 weekends with heavy use and wet weather. Also, juniors and seniors impact the ground differently and clubs need to understand the impact that different groups have on the grounds. Junior games should be given priority over senior games for the long term benefit of the sport when it comes to making decisions about cancelling certain games.

Locked Bag 5
YOUNG NSW 2594
P: 1300 445 586
E: mail@hilltops.nsw.gov.au
W: www.hilltops.nsw.gov.au

The dual benefit of this priority is that junior games can take place with less damage to the grounds (comparing 1 junior game to 1 senior game) and these members are the long term future of your club. However, if the ground is just playable and there is a significant amount of games to be played which will cause the ground to deteriorate as the day goes on, then consideration should be given to cancelling some minor games (such as over age competition or lower division games) so that premier games can be played if this is the clubs priority.

7. Inspection of grounds

Grounds will be inspected the day before an event if there has been regular rain leading into the event. All grounds should be inspected the morning of an event and if a decision to go ahead with play has been made then the ground should be assessed again mid morning to see what effect the first few games have had on the ground. This is especially important when the decision to allow play

was a difficult decision. Consistency of inspections should also be a priority for clubs - the same person should do the inspections for a competition day and the club should nominate a couple of people to undertake inspections of their grounds.

Two main issues need to be taken into account for ground closures due to wet weather:

1. Player Safety - while it is often considered that hard ground is the main concern in relation to player safety, slippery and heavy turf is also the cause of player injury. If grass dislodges easily players can find it hard to maintain footing and more unusual injuries can occur due to irregular movement and responses to the conditions. Another safety issue is dirty water in puddles. Stagnant water sitting in muddy puddles can carry bacteria that can cause illness. Council, Associations and Clubs have a duty of care and WH&S obligations to their players and must ensure the safety of players as their first priority.

2. Substantial damage to field - clubs need to ensure their grounds are not damaged for 1 day's play which could see their ground taken out of action for maintenance for a number of weeks. Clubs should attempt to assess what affect 22-30 players running, tackling and/or scrummaging on this field will have. If you are in doubt, erring on the side of caution will ensure your ground is still suitable for play in the last few weeks of the season.