



Conditions of Use for Recreation Facilities

DEFINITIONS

Throughout these conditions the terms 'Council', 'persons or organisations', 'recreation area' and 'sporting facility' have the following meanings:

Council - Cessnock City Council including the General Manager and other authorised Council Officers,
Persons or organisations - the private individual or organisation that has been approved to use a sporting facility or recreation area, e.g. commercial business, registered sporting clubs and/or associations including committee members, registered charities, and educational institutions

Recreation area - any open space (e.g. park, playground and/or courts) area apart from a sporting facility,

Sporting facility - any sporting facility including the playing field and surrounding structures such as shelters, change rooms, amenities, kiosks etc.

Private Individuals - any person wishing to utilise Councils sporting facility and recreation areas no more than once a month and no more than twelve (12) times per calendar year that is not involved in an organisation.

Fitness Operator - the private individual or organisation that has been approved to use a sporting facility or recreation area

Fitness Activity – gym session (with or without fitness equipment), boxing and pad training, organised aerobic activity, yoga, tai chi and pilates classes, circuit training, boot camp, personal training sessions, group fitness or a combination of any of these activities.

Winter sport season - 1st weekend of April to 2nd weekend of September

Summer sport season - 1st weekend of October to 3rd weekend of March

1. APPLICATION

- 1.1 All applications for use of Council sporting facilities and Council recreation areas must be made on the Application for Use of Recreation Facilities, addressed to the General Manager of Cessnock City Council and submitted to council@cessnock.nsw.gov.au.
- 1.2 Advertisements for use of Council's sporting facilities will be made each six (6) months (for summer and winter sports). Organisations that comply with these conditions will receive priority in the allocation of fields.
- 1.3 Completed application form – specifies exact times, days, dates, proposed use of the facility and contact information.
- 1.4 Please note: any application deemed to be a blanket booking (Monday to Sunday from 7.00am to 7.00pm) will not be processed.

2. ALLOCATION

- 2.1 Any application for use of Cessnock City Council sporting facility or recreation area is subject to Councils consideration and/or imposing, or altering charges at any time or imposing special conditions, having regard to the nature of the activities or functions to be held. Depending on the nature of the activity the applicant may be required to further submit a Development Application.
- 2.2 When Council permission is granted to a person and/or organisation for one activity, no other activity shall be substituted nor will sub-letting by that person or organisation be allowed.
- 2.3 Council specifies that the summer sports season use of Council sporting facilities to be observed is from and including the first weekend in October, to and including the third weekend in March. The winter Sports Season to be observed is from and including the first weekend in April, to and including the second weekend in September.

- 2.4 Allocations are for non-exclusive use of a facility. Persons, organisations, or private individuals have no authority to unreasonably remove community members from facilities. Allocated persons, organisations or private individuals may ask members of the community to move to ensure safety of participants.

3. ACCESS

- 3.1 If a Council approved person/s and/or organisation/s requires access to the sporting facility or recreation area's vehicle access gate, amenities, kiosk facilities or electricity they will be required to complete an Issue or Return of Security Keys Application Form.
- 3.2 The security key applicant shall be the sole person responsible to Council for the safe keeping and responsible use of the key until the key is either returned to Council or cancelled as lost or stolen. Under NO circumstances should a security key be 'loaned' to another person for their use.
- 3.3 Organisations that currently have a Security Key/s in their possession please ensure that the key holder information is up to date. If the key holder leaves the organisation the key must be returned to Council and the new key holder must complete the Issue or Return of Security Keys Application Form.
- 3.4 A security key deposit may be required to be paid by the approved person/s and/or organisation/s as per Council's adopted Fees and Charges.

4. DUAL USE FACILITIES AND PRE SEASON BOOKINGS

- 4.1 Recreation facilities will be inspected by Council Officers in line with Council's Recreation Facility Seasonal Changeover Inspection Checklist at the commencement of each season to ensure that the facility is in a clean and tidy state and that any maintenance requirements can be addressed.
- 4.2 Should the facility be found in an unsatisfactory condition a cleaning fee or full cost of repairs may be applied as per Council's adopted Fees and Charges.
- 4.3 Pre-season training is NOT permitted on any Council sporting facility without prior application having been made to and approved by the allocated governing body and the Council. The consent of the allocated governing body to any such training must be obtained in writing and submitted in support of any application to the Council for permission to conduct pre-season training. If unauthorised training takes place the offending organisation will indemnify Council from public liability and will jeopardise the organisations future allocation of any sporting facility or recreation area.

5. BOOT CAMPS, PERSONAL TRAINERS AND GROUP FITNESS (this has been inserted to replace the Group Fitness/Personal Trainer Policy)

- 5.1 Fitness Operators can undertake fitness activities at recreation facilities including sportsgrounds, parks and public reserves within the Cessnock Local Government Area with written approval.
- 5.2 Approved Fitness Operators must only operate in the areas specified in their written agreement with Council.
- 5.3 Council reserves the right to prohibit commercial fitness training in high activity areas and/or areas of cultural, environmental or natural significance. Specific areas where these activities may be prohibited include but are not limited to picnic shelters, benches and park furniture, memorials, playgrounds or play equipment, other high trafficable areas as determined by Council.
- 5.4 Applicants must provide copies of business/company registration, senior first aid and meet insurance requirements.
- 5.5 Each Fitness Operator allocated a permit shall have proper identification. This must be available at all times and be shown to Council officers when requested.
- 5.6 Training activities must not create any noise that unreasonably disturbs other users and adjacent residents.

- 5.7 Fitness Operators must ensure that any exercise equipment does not create any hazards or obstruction
- 5.8 Fitness Operators are only authorised to provide the training sessions specified in their permit and must not sell clothing, equipment or refreshments or any other good, service or product.
- 5.9 Fitness Operators must not interfere with any Council approved or booked activity including but not limited to wedding ceremonies, birthday parties, sport or sporting activities that are being carried out on any oval or reserve or part thereof and the trainer acknowledges that such a booking has priority over the trainer's use.
- 5.10 Council employees carrying out maintenance have right of way at all times.

6. PUBLIC RISK / LIABILITY

- 6.1 Sporting facilities will only be allocated to persons or organisations if they have a current Public Liability Insurance policy for the duration of hire/use with a minimum value of 20 million dollars and have attached a current Certificate of Currency for the policy to the application.
- 6.2 Private Individuals that are not involved in an organisation, wishing to utilise Council's sporting facility and recreation areas no more than once a month and no more than 12 times per calendar year are required to complete and return Council's Application for Use of Recreation Facilities Form and are subject to a Casual Hirers Administration Fee payable to Council (as per Council's adopted Fees and Charges).
- 6.3 The person/s and/or organisation/s approved by Council to use the recreation area and/or sporting facility is required to check the field and playing surface, facility and/or recreation area for potential safety hazards prior to use. The permitted activity should not proceed until such time as the applicant, person or organisation has completed a risk assessment and checked the site and deemed that there are no safety concerns. Copies of the risk assessment are to be retained and produced to Council if requested. In the event of a safety concern please contact Council on 4993 4100.
- 6.4 All person/s and/or organisation/s should be aware that all liabilities for injuries suffered during activities arranged by those persons or organisations are the responsibility of those persons or organisations. Refer to Clause 14 regarding insurance requirements.

7. FEES AND CHARGES

- 7.1 Person/s and/or organisation/s that have approval to use a sporting facility shall be charged for use as per Council's adopted Fees and Charges. Applicable fees may include but are not limited to utility contributions, floodlighting costs, line marking, mowing maintenance and market stalls.
- 7.2 Person/s and/or organisation/s that have approval to use a sporting facility shall be responsible for the full cost of repairs in the event of damage to the property and/or facility above normal wear and tear, and all damage must be reported to Cessnock City Council. Refer to Clause 14.
- 7.3 The sporting facility or recreation area must be left in a safe, clean state, free from food scraps, papers, bottles, tins, cans and rubbish. This also includes all sporting equipment which must be stored safely and correctly. If Council staff are required to clean, or arrange the cleaning of a sporting facility or recreation area, a fee will apply as per Council's adopted Fees and Charges.

8. FIELD / FACILITY RENOVATION AND MAINTENANCE

- 8.1 Should an allocated organisation wish to perform any field renovations or maintenance at a Council recreation facility they must first read, complete and return Council's Proposed Ground Maintenance Application Form for assessment.
- 8.2 No person/s and/or organisation/s are permitted to modify and/or add to any Council building and/or facility or equipment without prior written approval from Council. This requires the organisation/s or person/s to submit a Working on Council Land form detailing the proposed modifications/additions.

- 8.3 Council reserves the right to enter any of its facilities, without prior notice, for inspection, testing and/or maintenance purposes. Where an alarm system is installed the allocated person/s and/or sporting organisations are to provide Council with the access code in order to disable alarms and enable access if required in an emergency. No private locks are to be fitted to any sporting facility door or gate without prior approval and supply of a key to Council for access.
- 8.4 All electrical items brought onto and used on Councils property must be tagged and tested by a licensed electrician in line with Australian Standards. Such items include, but are not limited to fridges, urns, pie warmers, heaters, freezers, deep fryers etc.
- 8.5 The person/s and/or organisation that has approval to use the sporting facility or recreation area will be responsible for the safe conduct of ALL persons using the grounds and facilities, (including visitors and spectators) and in addition for the safe custody and proper use of the Councils property, furniture, fittings and appliances.
- 8.6 In the instance of setting up equipment on a field, vehicles may only be driven onto the field but under no circumstances the playing area and/or surface before and after sporting activities take place and whilst the field/s are not in use. If a vehicle is driven on the field there must be an inspection of the field before any person/s start and/or resume the activity. No other vehicles, except for emergency vehicles, may be driven into a sporting facility except where provisions made for vehicles by way of roads or parking areas, sealed or unsealed.
- 8.7 Any person/s and/or organisations that require the use of chemicals (e.g. line marking fluid, fertiliser, etc.) must outline to Council the type of product they wish to use, where it is to be used and where it is to be stored. The person/s and/or organisation must then obtain written permission from Council prior to use. Once permission is received chemicals must be securely stored in a safe, clean and dry location and used in accordance with a Safety Data Sheet (SDS).

9. ALCOHOL/GLASS/FOOD

- 9.1 No glass bottles or containers are to be taken onto any of Council's sporting facilities and recreation areas.
- 9.2 Hirers must provide Council with a copy of the liquor licence, issued under the Liquor Act, and Responsible Service of Alcohol (RSA) certificate if they are proposing to sell alcohol at a sporting facility or recreation area. Written consent is required from Council before alcohol can be taken into and/or sold at a sporting facility or recreation area thereon and/or consumed. The approved hirer/s are responsible for crowd control, patron behaviour, security and removal of offending person/s from the sporting facility or recreation area if necessary.
- 9.3 Council does not accept any responsibility for any food goods and/or equipment of any kind to be stored and/or brought on or into Councils sporting facilities, recreation areas and Council facilities.

10. UTILITIES

- 10.1 The cost of utilities including sporting field floodlights be borne by the allocated sporting groups as per Council's adopted Fees and Charges.

11. LINE MARKING

- 11.1 Council will line mark playing fields, with the exception of asphalt netball courts and tennis courts before the commencement of the sporting season free of charge. Any additional line marking will be charged as per Council's adopted Fees and Charges.
- 11.2 Should an allocated organisation wish to perform any line marking at a Council recreation facility they must first read, complete and return Council's Proposed Ground Maintenance Application Form for assessment.
- 11.3 Any line marking equipment to be used must first be inspected by Council's Open Space Coordinator and deemed fit and suitable for purpose.

12. GOALPOSTS

- 12.1 Council **will**:
1. Provide and erect goal posts
 2. Provide and erect wire mesh for hockey
 3. Provide and erect rings for netball and basketball
- 12.2 Council **will not**:
1. Provide nets for soccer
 2. Provide pads for rugby league goal posts
 3. Provide stakes or corner posts for field marking
 4. Be responsible for the flags at the top of rugby league and union goal posts
- 12.3 Council does not permit the use of home-made football goalposts on its sporting ovals and all portable goalposts must comply with the “Standards Australia handbook (HB227-2003) Portable soccer goalposts – Manufacture, use and storage”
- 12.4 All sporting clubs including all codes of football, netball, basketball and any other club who uses goals, are responsible for checking all goalposts prior to every match and every training session. Refer to Clause 6.3 - risk assessment.

13. ADVERTISING

- 13.1 Temporary sponsorship/club signage is permitted on Council’s sporting facilities and recreation areas if a risk assessment has been completed by the person/s and/or organisation approved to use the facility. Temporary signage refers to displays set up prior to an event and removed at the conclusion of an event. Cessnock City Council takes no responsibility for the damage to the signage or damage and/or injury from the use of the temporary sign during the day’s events.
- 13.2 Permanent signage may be permitted at a sporting facility subject to Councils Advertising on Recreation Grounds policy. Prior to installation, the signage may be subject to development consent and if required a Development Application will need to be submitted.

14. INJURY OR PROPERTY DAMAGE

- 14.1 Damage to property and/or injury to person/s arising from the day’s activities are to be recorded by the person/s and/or organisation and details advised to Councils Customer Service Team on 4993 4100. In the event of serious injury or significant damage please contact the appropriate emergency services. Council must also be contacted and the site must be preserved for Councils inspection.
- 14.2 Procedure in the event of injury and/or damage
1. Ensure the injured person/s is receiving immediate and appropriate first aid.
 2. Where appropriate, ensure the site is safe to prevent further injury.
 3. Call the appropriate emergency services.
 4. Call Councils Customer Service Team on 4993 4100 and inform them of the incident.
 5. In the event of damage inform the customer service operator of the incident and place a customer request.
 6. Preserve the site by roping off/containing the affected area, for Councils inspection.

15. FIELD CLOSURE

- 15.1 If Council closes a sporting facility NO ACTIVITY is to take place. Ground Closure signage has been erected at each sporting facility to inform allocated organisations of the closure and should not be removed under any circumstances. Allocated organisations are required to notify Council that they are closing grounds where it has been identified that the sporting facility is unfit for use as part of the risk assessment process.
- 15.2 Council notifies organisations utilising Council facilities of ground closures via SMS. If you did not provide a mobile number on your application or would like to change your details, please contact Council’s Customer Service Team on 4993 4100.

15.3 Where an organisation disregards a Council directive that a sporting facility is not to be used, a penalty per infringement shall apply in accordance with the *Local Government Act 1993 Chapter 16 Part 1 Section 627 Failure to comply with approval*.

15.4 Person/s and/or organisations will also be responsible for any reinstatement costs associated with damage caused to the sporting facility or recreation area as a result of unauthorised use.

16. TERMINATION OF ALLOCATION

16.1 Council reserves the right to cancel any activity at a sporting facility or recreation area.

16.2 If the person/s and/or or organisation/s that has permission to use the facility fails to enforce the observation of any of these conditions it may be considered a breach of these conditions and the use of the sporting facility or recreation area may be terminated, without any liability being incurred by Council.

16.3 Where an organisation disregards a Council directive that a sporting facility is not to be used, a penalty per infringement shall apply in accordance with the *Local Government Act 1993 Chapter 16 Part 1 Section 627 Failure to comply with approval*.

ADDITIONAL CONDITIONS OF USE FOR RECREATION FACILITIES

The following conditions form an annexure of the existing Conditions of Use for Recreation Facilities for any facility allocation. The following conditions apply until further notice and must be adhered to.

17. HUNTER WATER CORPORATION – SMART WATER CHOICES

Level 1 water restrictions were lifted on 1 October 2020 and replaced with ongoing “Smart Water Choices”

<https://www.hunterwater.com.au/our-water/water-supply/smart-water-choices>

These permanent water conservation measures include:

- 17.1 All hand held hoses must have a trigger nozzle attached.
- 17.2 Watering with a sprinkler, irrigation system or hose is permitted any day before 10am or after 4pm. This avoids the hottest part of the day when water wastage occurs due to evaporation.
- 17.3 No hosing of hard surfaces such as concrete, paths and driveways. Exemptions apply for health, hygiene, safety, environmental, construction and discolouration reasons.

18. COVID-19 (novel coronavirus):

Upon receipt of an approval to commence/re-commence an allocation at a sporting facility or recreation area, the following additional requirements must be adhered to at all times:

- 18.1 Compliance with the requirements of the [Framework for a Covid Safe Australia](#)
- 18.2 Compliance with the [Public Health \(COVID-19 Restrictions on Gathering and Movement\) Order \(No 7\) 2020](#)
- 18.3 Compliance with the respective State Sporting Organisation and/or National Governing body guidelines for a return to sport/training/competition.
- 18.4 Failure to do so will be treated as a breach of the Conditions and Use of the sporting facility or recreation area and the allocation may be terminated, without any liability being incurred by Council.

19. DEED OF VARIATION

In addition to the Conditions of use, due to the current COVID-19 Pandemic, Council reserves the right to execute the following agreed variations if required:

- 19.1 Council may suspend, cancel or amend the persons/individuals/organisations booking based on current Federal and/or State Government advice.
- 19.2 Council may request that the allocated person/individual/organisation provide evidence on how they will adhere to current restrictions from the Federal and/or State Government Advice and reserves the right to terminate the allocation if the evidence is not provided.
- 19.3 Council will not be liable for any other non-Council associated expenses incurred by the person/individual/organisation in relation to the allocation.
- 19.4 Council reserves the right to cancel an allocation at short notice if the hirer is found to be non-compliant with the Federal and/or State Government Advice.