

Sportsground License Agreement

Introduction

The Sportsground License Agreement will be renewed with each governing body whenever a new person is elected to the most senior position in the sport's governing body.

The Sportsground License Agreement applies to:

- Allocation of facilities made through application for seasonal tenancy, casual hire or school hire of sportsgrounds.
- Fee structure relating to the hire of sportsgrounds
- Maintenance relating to the amenities and sportsgrounds
- Conditions of use and responsibilities for all hirers of sportsgrounds

The Sportsground License Agreement will be reviewed prior to the commencement of each season and updated as required. Amendments to the document may occur throughout the season if:

- Legislative requirements change
- Legal issues highlight a need for change
- Insurance and Risk Management issues arise.
- A change of any policy by Council that may impact on the use of sportsgrounds or its users.

The Sportsground License Agreement is a basis for terms and conditions governing the use of Council facilities. It is important for users to fully read and ensure they understand all sections of the agreement.

1. Definitions

Term	Meaning
Access	The degree to which the public can use a sports venue at a time of their own choosing.
Casual booking	The hire of a sportsground on a casual basis and is not an ongoing booking.
Club/sporting body	The incorporated body of people, who apply for hire of sporting ground. The clubs or sporting body are governed by the governing body.
Competition	A regular fixture of games where one winner is eventually determined
Council	Wagga Wagga City Council, including its staff.
Dedicated Purpose	The dedicated purpose of a sportsground. is for a match or training to take place.
Drone	A drone is a type of aircraft, other names are remotely piloted aircraft (RPA) and unmanned aerial vehicle (UVA).
Governing body	The association or league that governs over the clubs within their sport.
Home ground	The primary sportsground that a club uses to conduct most of the competition matches and training sessions.
Juniors	Players who have not turned 18 years of age prior to the start of the season.
Pre-Season	Winter - Third Monday in January to 30 March Summer – First Monday in August to 30 September
Public use	Use of a facility by the general public without needing to be associated with a club.
School use	Any school granted permission to use a sportsground during school hours.

Term	Meaning
Seniors	Players who have turned 18 years of age prior to the start of the season.
Seasonal allocations	Winter - 1 April to 30 September Summer - 1 October to 30 March
Sportsground	An area of open space provided specifically for the purpose of conducting sport or informal recreational activity
Sub-letting	Refer to the rental of Council owned properties by a tenant to another person or organisation.
Temporary allocation	A sportsground allocated to a club when the club's normal 'home ground' is not available
Training	Non-competitive activities undertaken to prepare players for competition.
Sporting body	A body of people who have been granted a seasonal allocation. This includes sports clubs, sporting associations, leagues and schools.

2. Bookings - preseason

The clubs are responsible for the completion and submission of an *online sportsground application* for preseason training. Access is not permitted on sportsgrounds without a written confirmation from Council.

Council endeavours to meet all reasonable requests, however, there is no guarantee that sportsground will be available to satisfy all user demands. It is the responsibility of sporting bodies to make alternative arrangements should the requested sportsgrounds be unavailable. In general, traditional ground users will be given preference for requested grounds for each season.

The governing body or clubs should not approach in-season users to arrange use of grounds for preseason training. All preseason training enquiries must to be directed to Council via their sporting body.

Players must conduct running sessions on the perimeters of ovals away from the cricket pitches/diamonds/goal mouths and inner grounds. Players must wear sandshoes or running shoes for training, no footwear with studs or sprigs are permitted during pre-season training or at any time where turf pitches are located -

- Robertson Oval
- Wagga Cricket Ground
- Rawlings Park, field 2
- McPherson Oval
- Harris Park
- Lake Albert Oval
- Forest Hill

A club found to be causing damage to the oval, or any part of property will have their allocation cancelled by Council or be served with an infringement notice, whichever is fitting for the damage caused.

Sporting bodies hiring available fields prior to the start of preseason training will be charged. No fee will be charged during the preseason training period allocated to summer and winter sports.

Preseason training periods –

Winter – third Monday in January to 30 March

Summer – first Monday in August to 30 September

Bookings - seasonal

The governing body is responsible to ensure the clubs submit their training and light requirements prior to the start of the season.

Sportsground booking requirements are submitted by completing an *online sportsground application* on Council's website.

Light requirements for the season, the names and mobile numbers of light activators are to be emailed to the Recreation Officer at bookings@wagga.nsw.gov.au

The governing body is responsible for the completion and submission of an *online sportsground application* for weekly competition games and representative game bookings.

The governing body is also responsible to book sportsgrounds for their sports final's competitions, as soon as the dates and locations for games are known.

Sportsground bookings are only accepted by completion of an online application. Access to any sportsgrounds will not be permitted without prior written confirmation from Council

Failure to book a sportsground could result in serious implications should an incident occur, as there will be no record of Council giving permission for the sporting body to use the sportsground.

Periods for season booking –
Summer – 1 October to 30 March
Winter - 1 April to 30 September

3. Cancellations or alterations to casual hire bookings

Cancellations and alterations to already confirmed casual bookings are to be submitted in writing to the Recreation Officer at bookings@wagga.nsw.gov.au no less than 48 hours prior to the start time of the booking. Bookings cancelled within the required time period will be fully refunded. Casual bookings cancelled without giving 48 hours' notice will not receive a refund.

Council closing sportsgrounds due to inclement weather will receive a full refund for the period of the closure. Or the casual hire booking can be rescheduled to another date without a hire fee.

Casual hire is hiring a sportsground outside of the usual training or competition bookings and the club/association pay a casual hire fee. E.g., School holiday camps.

4. Canteen

The governing body and clubs using sportsground canteens must ensure that the canteen is left clean and tidy after each use in accordance with NSW Health Food Safety Standards. This includes wiping of all counter surfaces, sweeping and mopping of floors after each use.

The governing body and clubs are to ensure that all equipment and food/drinks are kept secure. Council will not take any responsibility of the goods and equipment stored at any facility. The club is to have adequate contents insurance. All canteen equipment is to be made available to the alternate seasonal user unless removed. Fixed items are available for all seasonal users throughout the year.

All electrical equipment must be tagged and tested as per the SafeWork Code of Practice. Council's public health officer will conduct canteen inspections each season.

5. Club/Association facilities permission

Visiting clubs requiring the use of the home clubs/association's canteen require prior permission for their event.

Council is not permitted to give permission to a visiting club/association to use another club's canteen. Only the home club/association can give permission for their equipment to be used.

The home club/association is to organise a handover with the visiting club. A prior agreement relating to damage or repairs equipment is to be discussed before the visiting club's event. The visiting club is to ensure the canteen is handed back in good condition. Any items damaged are to be reported to the club or association when the damage occurs.

When change rooms are included in the handover. The home club is to ensure the change room/toilets/showers are clean and stocked. The visiting club is to ensure the change rooms are handed back clean and stocked.

6. Cleaning

The governing body is to ensure the club is responsible for the cleaning of any premise that is currently under their licence agreement. The club at each sportsground is responsible to keep the facilities and grounds clean and tidy. This includes sportsgrounds and surrounding areas, the toilets, change rooms, canteen, and club rooms.

Council's cleaning contractors **do not clean change rooms**. The cleaning and stocking of the change rooms are the responsibility of the in-season clubs to clean at the end of each booking.

In the event of Council staff being required to clean or repair damage to the amenities following a booking, the cost of cleaning/repairs will be invoiced to the user.

7. Clubrooms at Geohex Park

The clubrooms at Geohex Park are available to rugby league clubs for meetings and rugby league related functions. Each club is permitted 10 bookings per year.

8. Contact details

Sporting bodies are to ensure Council receives a list of current contacts for the club at the start of each season. Sporting bodies are to nominate one designated contact with Council to eliminate inefficiencies and repetition with bookings and enquiries.

9. Contacting Council

Only designated persons from each club should liaise with Council on issues relating to sportsgrounds. Council's Sportsgrounds Supervisor can be contacted on bookings@wagga.nsw.gov.au.

Council officers who are affiliated with a governing body or club are not permitted to act on behalf of the sport they are affiliated with in a liaison role between the governing/clubs and Council. All enquiries are to be directed to Council's Sportsgrounds Supervisor.

10. Council's right to enter

Council's officers and contractors shall have access to all buildings on sportsgrounds at any time. Council may enter for the purpose of viewing the state of the building or conduct any repairs, alterations or improvements to the condition of the building, its fixtures and fittings or any part thereof.

At no stage should any sporting body install or use non-Council locks. In the event of breaching this condition, the offending lock will be removed and replaced by a Council lock and the sporting body will be responsible for costs involved.

11. Competition game days & events

Associations/clubs are responsible for maintaining the amenities and waste management throughout competition game days and events held at the facilities in their care. Council will ensure the sportsgrounds, toilets and waste bin are ready for your events.

Associations/clubs are to ensure.

- the toilets are checked and stocked throughout their events,
- waste bins are emptied throughout the event and not left overflowing.
- Complete the Ground & Facility Inspection Checklist before each booking,
<https://wagga.nsw.gov.au/the-council/forms-and-applications/forms-and-applications/booking-a-council-facility/online-forms/sportsground-and-facility-inspection-checklist>

Depending on the number of attendees and the length of your event Council will organise additional cleaning as required.

At the end of your event bins are to be emptied into skip bins, and amenities are to be tidied ready for cleaner to attend.

Council is not responsible for the stocking and cleaning of change rooms.

12. Damage to grounds & facilities

The governing body or clubs shall be held responsible for any wilful damage to fences, gates, buildings, seats, plant material, scoreboards and any other Council property which occurs whilst a sportsground is hired to the sporting body. The governing body or clubs will be invoiced the cost of repairs or replacement as a result of the damage incurred.

Clubs are NOT under any circumstances to place sand, sawdust or foreign soil of any type on turf cricket wickets.

Council reserves the right to cancel any sportsground allocation without notice in the event of any breach of Council's policies for the care protection and management of sportsgrounds.

13. Drones

A drone is a type of aircraft, other names are remotely piloted aircraft (RPA) and unmanned aerial vehicle (UVA).

Drones can be used for recreational or commercial purposes. Recreational drones are only permitted in parks, reserves or on vacant sportsgrounds. Civil Aviation Safety Authority (CASA) rules do not permit the use of drones in populous areas such as sportsgrounds where a game or training is in progress.

Licensed commercial operators can obtain a permit from Council to film at a sportsground under the following conditions –

1. The operator's licence details are provided.
2. Filming must not be over or above a crowd or closer than 30m to people and the operator abides by rules on the CASA website. <https://www.casa.gov.au/knowyourdrone/drone-rules>
3. The operator's insurance with public liability cover of \$20M is provided.
4. Council's drone application is completed with the relevant times of drone usage. Council's permit covers the time and date listed on the application only, the permit is not for ongoing usage on Council land.
5. Written permission is required from any persons being filmed during the drone activity and to be made available on Council's request.
6. A risk assessment is to be completed prior to any drone activity over the sportsground.

14. End of season

To assist with the effective changeover of seasons, the governing body is to ensure the clubs advise Council weekly when sportsgrounds are no longer required for the rest of the season.

Goal posts are to be removed from sportsgrounds where finals are not being held.

Changerooms are to be left in an appropriate state at the conclusion of the season. The governing body and/or the clubs are responsible for cleaning the changerooms.

Council's Recreation Officer will send out an inspection form to be completed by the clubs and submitted to Council, a copy of the digital form can be found here, <https://wagga.nsw.gov.au/the-council/forms-and-applications/forms-and-applications/booking-a-council-facility/online-forms/changeroom-amenities-inspection-form>. Council will also conduct an inspection of all changerooms between seasons. Facilities deemed to require further cleaning/maintenance will need to be attended to asap by the governing body or club. If Council is required to organise a contractor to address any issues, the costs will be payable by the governing body and/or the club.

15. Field maintenance

The sportsground user fees paid by sporting bodies contribute to the maintenance of the sportsgrounds. Council will undertake regular maintenance (i.e. mowing, fertilising and irrigation) of the sporting fields throughout the season. Maintenance will be carried out in accordance with Council's maintenance schedule. Council may alter this schedule at any time.

Should a club request for additional works to be carried out (i.e. additional mowing) the club may be requested to contribute to the cost of these works.

Any authorised officer of the Council shall always be entitled to access to any part of a sportsground to undertake Council business.

16. Fires & fire buckets

Under the guidelines of the Environmental Protection Authority Council does not permit open wood fires, fire buckets or the burning of incinerators at sportsgrounds. Offending sport clubs or hirers will be served an infringement notice

17. Gas bottles/cylinders

Gas cylinders prohibited from being stored within Council buildings. Gas cylinders used on BBQs at events are to be removed from the sportsground at the end of the booking. Failure to comply will result in an infringement notice being served on the offending sporting body.

18. Ground & facilities inspection checklist

The clubs have a duty of care to their players and spectators to ensure the sportsground and facility are hazard free and ready for usage. Any hazards found on the sportsgrounds, surrounding area or in the amenities or seating areas are to be repaired or the area secured to stop access prior to the public being admitted.

The clubs are responsible to complete a *Ground and Facilities Inspection Checklist*, <https://wagga.nsw.gov.au/the-council/forms-and-applications/forms-and-applications/booking-a-council-facility/online-forms/sportsground-and-facility-inspection-checklist>, prior to the start of each competition game. Completed checklists are kept as a record of the inspection being completed and are available to both Council and organisation completing inspection.

Urgent issues identified during the inspection are reported to Council's call centre on 1300 292 442 to organise the issue to be attended to. Non urgent issues are to be identified with witches' hats or similar and these issues are to be reported by email to Councils Sportsground Supervisor within 24 hours.

19. Illegally dumped rubbish

The bins provided by Council are specifically for waste generated on competition game days. Governing bodies or clubs found to be dumping household, commercial waste or garden waste into bins will receive an infringement notice.

20. Inflatables at sporting events

Inflatable devices are not permitted at sporting venues. Anchorage into the ground is prohibited at any sportsground. Council does not consent to anchorage by weight on Council land or land managed or maintained by Council.

21. Infringement procedures

Governing bodies and clubs found to be using sportsgrounds and/or facilities contrary to the conditions identified in this booklet, the following penalties apply:

1st Offence – Written warning from Council will be issued.

2nd Offence – The club will be suspended from using the sportsground for a 7-day period. This will include competition matches.

3rd Offence – The club will be suspended from using the sportsground for a 14-day period. This will include competition matches.

22. Insurance

The governing body and the clubs will indemnify and keep indemnified the Council from and against all actions, suits, claims, demands, proceedings, losses, damages, compensation, sums of money, costs (including solicitor and client costs) charges and expenses whatsoever to which the Council shall or may be liable for or in respect of or arising out of the use by the users of the said sportsground or for or

in respect of all losses, damages, accidents or injuries of whatsoever nature or kind and howsoever sustained or occasioned (and whether to any property or to any person or resulting in the destruction of any property or the death of any person or not) at upon or in connection with the use by the licensee/s of the said sportsground or any equipment or device thereon or therein and although outside the same. It shall be a fundamental condition of this agreement that the sporting bodies will affect, and keep in force, a Public Liability Policy with an approved Insurer, for a sum not less than \$20,000,000 with Council noted in the policy for their Respective Rights and Interests.

23. Keys to sportsgrounds and buildings

Council has allocated keys to governing bodies and clubs for sportsgrounds and facilities. Governing bodies and clubs are required to have a current record of who holds the keys.

A sportsground key can be requested by sending a written request to the Council's Sportsground Supervisor, who will then organise for the key(s) to be cut and ready for collection at Council's Customer Service.

A key fee is charged on all keys, the fee is determined by Council's Revenue & Pricing Policy – Fees and Charges.

If a key is lost or damaged a request for a replacement key is to be sent to the Council's Sportsground Supervisor. A key fee will be invoiced to the club or association to replace the key.

24. Light or building Installations

No building, whether permanent or temporary, shall be erected or any form of lighting installations for training or other purposes shall be installed without the prior approval of the Council. Modifications to any facility, sportsgrounds or surrounding are prohibited without prior approval from Council.

25. Line marking the athletics track

Council will maintain the athletic track throughout the summer season ready for club nights, training and competition. The clubs will be invoiced at the start of each season for the track maintenance.

26. Line marking the playing fields

The line marking of sportsgrounds is the responsibility of the governing or sporting body. All marking of playing fields shall be by surface marking only, the governing body is to supply council with a list of the products proposed to be utilised.

Marking playing boundaries by chipping or burning (with petrol or chemicals) or otherwise disturbing the surface of the playing field or the turf is strictly prohibited, and associations will be liable for any costs incurred.

27. Liquor sales

The sale of alcohol on Council ground's is strictly prohibited unless a function license has been obtained. The sale of alcohol/drinks in glass is always prohibited.

The governing body is required to submit a written request to Council for approval to hold a liquor booth on a sportsground. Prior approval is to be given by Council before sporting association can submit their application to the Liquor and Gaming Board of NSW.

It is the responsibility of the licensee and the governing body to ensure compliance with liquor laws and RSA principles in particular – responsible service that does not encourage excessive drinking and abuse of alcohol. Signs must be displayed at bars advising that it is an offence to sell liquor to or obtain liquor on behalf of a minor.

28. Motor vehicles

According to *NSW Legislation, Sporting Venues Authorities Act 2008 No. 65, Part 6 Section 40* - Motor vehicles are not permitted onto sportsground or land near a sportsground. Except in circumstances where Council gives written permission for sportsgrounds to be used for car parking spaces for an event.

The sporting clubs permitting motor vehicles to park on sporting grounds and parklands will receive an infringement notice.

Emergency vehicle entrances at sportsground are always to be kept clear.

29. No smoking policy

Council adopted a Smoke-Free Outdoor Areas Policy on 30 March 2009. The *Smoke-free Environment Act 2000* was amended to ban smoking in outdoor places from 7 January 2013. Smoke-Free Outdoor Areas includes spectator areas at sportsgrounds or other recreational areas used for organised sporting events.

30. Non-payment of fees

The governing body and sporting bodies have an obligation to pay debtor accounts by the required date on their invoice. If three consecutive non-payments occur Council will engage debt collector to resolve accounts, and the club will incur the full cost of debt collection. Failure to comply can result in future bookings not being permitted for the sporting body.

31. Over sow maintenance

For a playing field to provide a safe, well grassed winter surface a sports field is over sown with a winter active turf seed, usually ryegrass during autumn. Throughout winter, ryegrass provides an attractive green appearance, helps stabilize the surface through its fibrous root structure and dries the surface following excess rainfall.

Each year Council covers the cost of one sportsground per winter sport to be over sown. If the governing body requires any further sportsgrounds to be over sown, they are responsible to cover half the costs. Costs include the supply of seed and fertiliser for the implementation of the over sow and suitable chemical products selected by council to remove the rye grass at the end of the season. Governing bodies are sent a debtor invoice for the over sow cost in August each year.

Currently, over sow maintenance is completed each year prior to the start of the winter season on the below fields, a draft copy of the oversee schedule is sent to each club at the beginning of November for comment and a final copy is sent to all clubs affected at the end of November.

- Conolly Park
- Gissing Oval

- Harris Park
- Lake Albert Oval
- McDonald Park
- Parramore Park
- Rawlings Park
- Robertson Oval

32. Payment of fees

The governing body is required to pay debtor invoices for seasonal sportsground hire by the due date on the invoice.

When submitting the online booking application for casual hire an invoice will be generated automatically. Payments for casual hire are paid directly to the bookings program.

Seasonal bookings are made in the bookings program. A fee won't be generated when the bookings is submitted. The booking officer will request your player numbers during the season and an invoice will be provided through Council debtors program.

Any bookings made outside of the season's training/competition bookings is a non-seasonal booking and will be invoiced to the sporting body when the online booking is processed. Non seasonal bookings are submitted as casual hire. Non seasonal bookings are required to be paid directly to the bookings program.

The governing body is responsible to ensure the clubs pay their light usage accounts by the due date on the invoice. Light accounts not paid within the required period can result in future light usage being cancelled.

Overdue accounts not paid within the required time may result in sportsgrounds not being allocated to the club next season.

33. Penetration of ground

Penetration of sportsgrounds or surrounding is not prohibited. Council is to be contacted prior to the installation of any item that requires the ground to be penetrated. Council will conduct the necessary investigation before permission is given.

34. Provision and removal of goal posts and equipment

The provision of, set up and removal of, and cost of goal posts and other equipment necessary for the playing of approved sport is the responsibility of the club granted the use of the sportsground.

All goal posts and equipment erected by the club are to be removed from the ground immediately at the conclusion of the sports season and stored safely so as not to cause injury to users of such sportsgrounds.

Clubs who use the following sportsgrounds are required to have the goals removed within two weeks of the last training/game at the sportsground.

- Bolton Park
- Cricket Ground
- Duke of Kent
- Harris Park
- Henwood Park

- Kessler Park
- Rawlings Park

Should Council have to remove any such equipment through failure of the club to do so, any costs incurred will be payable by the club concerned, plus an infringement notice will be served for the start of the next season.

All goal posts and equipment used by a governing body must be in a structurally sound condition and safe for use in a public environment.

Council reserves the right to ask a governing body or club to remove, repair or replace an item that it deems to be a safety concern to the public.

35. Reporting issues to Council

The governing body and the clubs have a responsibility to advise Council of items that are identified as a hazard/risk or if any facility or sportsground requires maintenance or where deliberate breakage or vandalism has occurred. Reporting issues or incidents will result in having repairs completed faster.

Urgent issues, that will interrupt the competition game being played or the facility being used are to be reported immediately to Council's call centre on 1300 292 442. The call centre is available 24/7.

Non-urgent items should be reported within 24 hours of the issue being identified. Non-urgent items can also be reported by ringing 1300 292 442 or by emailing your concerns to Council's Sportsground Supervisor.

36. Risk assessment

Clubs are responsible to complete a risk assessment of the playing surface and warm up areas prior to using a sportsground for training sessions and competition games. The completed Risk Assessment is to be done via this link, <https://forms.office.com/r/b9PFTvXKje>. Once completed a copy will be sent to our Sportsground Team and your Organisation. For all urgent issues please report these immediately to Council's call centre on 1300 292 442.

Council will not accept responsibility for any injuries caused due to circumstances outside its control including vandalism, broken glass or risks identified and not reported.

37. School activities

The governing body organising a school event that requires additional waste management and/or amenities cleaning are responsible for the additional costs. Council will invoice the governing body for the costs incurred.

The governing body charging a fee to a school to participate in their development program or competition will be required to pay a casual sportsground hire fee per field.

School competition hires or casual hire where a fee is not charged to players to participate will not incur a hire fee. A fee will be charged for additional toilet cleaning or waste management if required to the organiser of the event.

38. Sportsgrounds advertising

Council shall retain all advertising rights on Council owned and controlled sportsgrounds and all forms of advertising by persons other than those specifically authorised by the Council shall be prohibited.

The Council retains the right to remove unauthorised signs from its sportsgrounds without prior reference to any person and the costs associated with the removal/demolition shall be a charge against the offender.

The Council may, at its absolute discretion, upon terms, grant to the user of the sportsground or enclosed sportsground the right to advertise if it must be acknowledged by the user there is no obligation on the Council to grant any application submitted to it.

All signage must be inspected and maintained by the relevant sporting group or association.

39. Sportsground lights

Clubs are responsible for submitting their light requirements by email to the Recreation Officer before the season commences. A minimum of 48 hours' notice is required on casual hire or alterations to bookings. The clubs are required to provide the light activators name and mobile number to allow the program to be setup.

New light activators are to ensure the light instructions provided are read prior to attempting to activate the lights. If the light activator has any issues with the instructions, they are to contact the Recreation Officer during business hours.

The activation of sportsground lights is only permitted by using the Cloudmaster light program. The activation of sportsground lights in any other manner is prohibited. Any club who activates the lights illegally risks having their bookings terminated for the season.

If the sportsground lights cannot be activated by the light activator Council's on-call officer is to be contacted on 0409 849 752. If the lights are faulty no callout fee is charged. A callout fee will be charged if the issue is due to light activator not using the program correctly.

Reports detailing the light usage each month is sent to the governing body and the clubs. Fees for sportsground lights are separate from sportsground hire fees. Sportsground light usage is charged on the actual amount of usage. Governing bodies and clubs receive a monthly debtor account for light usage. Payment is required by the due date on the invoice.

40. Sportsground lights repair

For reasons of efficiency and economy, Council may carry out replacements of blown light bulbs and damaged fittings only when multiple repairs are required. Therefore, repairs will be scheduled when it is financially and operationally feasible to do so, or when the lack of light poses a substantial risk to users.

The governing body and the clubs are required to report light maintenance to Councils Sportsground Supervisor at bookings@wagga.nsw.gov.au. The costs associated with urgent requests for replacements will be covered by the governing body or club requesting the urgent maintenance.

41. Sportsgrounds multipurpose

Sportsgrounds are not exclusively booked to any sporting association; all sportsgrounds can be used for multiple sports. Sporting associations and clubs hire sportsgrounds, the sportsground is not exclusive to their sport.

42. Sportsground user fee

The sportsground user fees are a portion of the costs to maintain sportsground during the season. Each player pays a sportsground user fee each season covering their use of sportsgrounds for their training and competition games during the season.

The sporting bodies hiring sportsgrounds for development programs, holiday clinics, gala days, or any other purpose where the players pay a fee to attend the hirer will pay a casual hire fee per field.

Sporting bodies hiring a sportsground for academy training on a regular weekly basis where players pay additional fee to attend will be invoiced a sportsground user fee for each player during the season.

A hirer hiring a sportsground on one-off basis will pay a casual hire fee per field for the duration of their booking.

Sporting bodies hiring available fields prior to the start of preseason training will be charged. No fee will be charged during the preseason training period allocated to summer and winter sports.

43. Sportsground user's property

Council undertakes no liability for the property of any person or organisations who leave their property on the sportsground or in the facilities or on surrounding areas. Property placed at a venue is at their own risk and is not covered by Council's insurance.

Sporting bodies are required to provide their own contents insurance for fire, theft and damage to equipment and other items, stored at a Council venue. Council holds no liability for property that is not owned or supplied by Council.

44. Steel spikes - Baseball

The baseball governing body shall ensure all steel spikes are removed from the ground after each match to prevent damage to Council's mowers and plant or persons.

The governing body acknowledges by entering into the agreement that they shall be held liable for any subsequent damage caused to Council's mowers and plant as previously mentioned and in relation to injuries to persons shall indemnify and keep indemnified Council against any claim or cause of action taken for and on behalf of the injured person.

45. Sub-letting venues

Sub-letting of the whole or part of a sportsground by the governing body is prohibited without the expressed approval from Council. If approved, no rental charge shall be made by the governing body to a sub-user in respect of the sportsgrounds.

Reasonable expenses associated in making the grounds adaptable to the sport may be recovered by the allocated user.

46. Turf cricket wickets

Council provides preparatory maintenance on all turf cricket wickets in the lead up to the summer season. After the handover, the maintenance of turf cricket pitches located on Council sportsgrounds is the sole responsibility of the governing body of that pitch. After completing maintenance on pitches,

curators are requested to pack up hoses, rakes, etc. Any injuries/incidents caused due to these items being left out will be the responsibility of the curator and they will be liable.

During inclement weather a tarp is used to cover the turf wicket prior to commencement of the game. In the event of the game being cancelled the tarp is to be rolled up and stored away. At no time are the wickets or outfield to be left covered for ongoing periods. Clubs repeatedly doing this will be invoiced for maintenance costs incurred.

47. Venues for special purposes

It is a provision with the allocation of sportsgrounds, that Council has the authority to use a venue for any special purpose at any time, such as an international, interstate or intrastate match or sporting fixture of any kind.

Council must provide at least two weeks' notice to the allocated sporting group or association should it require a venue, to enable the ground concerned to be suitably prepared for the significant sporting event. Council will offer a suitable sportsground to the club to train, during the period their sportsground is not available.

48. Waste management

The clubs are to ensure waste bins are placed around sportsgrounds prior to the start of competition games or training sessions. Sportsgrounds are to be left free of litter and in a clean and tidy state at the completion of use. At the end of competition day/evening the waste bins are to be placed in the site allocated by Council, ready for collection by the waste management contractor. Unless there is a skip bin at the sportsground.

Skip bins at sportsgrounds are for the purpose of collecting waste generated by competition games only. Sports clubs are required to empty waste bins into skip bins, then store the waste bin in an orderly manner ready for the next competition day.

Infringement notices will be issued to any club proven to be dumping general household waste in skip bins.

49. Wet weather closures

Council Officers reserve the right to cancel an allocation of a sportsground without notice if they consider that a sportsground will be unduly damaged by use. In such cases, re-allocations may be arranged at another location where possible.

Ground closures due to wet weather will be updated on the *Sportsgrounds Status* page on Council's website by 12 midday each day, during wet weather.

Sportsgrounds can be closed Monday to Thursday to ensure the grounds are in suitable condition for weekend games. Sportsground are opened for Friday afternoon and the weekend for competition games. Sporting associations are required to complete a risk assessment on the grounds before commencing competitions. It is the sporting association decision to close sportsgrounds for competition games, not Councils, however Council have the overarching decision to Close any sportsground if they deem the grounds to be unfit for use regardless of if bookings are for training or competition purposes.

Clubs can train on Friday evenings after weekday closure if the training will not impact on the ground surface before weekend competition.

The grounds are to be accepted on the understanding that the amount of rental payable is set by the Council irrespective of weather conditions prevailing. Council will NOT be prepared to grant any concession in rental whatsoever, should weather conditions hinder the holding of any sporting fixture.

Council's Contacts Details

Items	Area	Contact
• Allocations enquires • Bookings Sportsgrounds • Light activation • Key orders • Club accounts	Recreation – Bookings Brianah Griffin	bookings@wagga.nsw.gov.au
• Sports enquiry • Keys • Maintenance required ○ Sportsground ○ Amenities ○ Lights ○ Non-urgent hazards • General enquiries	Sportsgrounds Supervisor Brian Cattell	bookings@wagga.nsw.gov.au
• Urgent hazards/maintenance • Sportsground light issues	Customer Service (after hours)	Phone: 1300 292 442
• Building maintenance • Electrical maintenance • Vandalism	Customer Service (business hours)	Phone: 1300 292 442
• Canteen operations • Food vendor	Environmental Public Health Officer (business hours)	Phone: 1300 292 442
• Recreational Facilities Grants Council's Annual Grants Program for local non-profit community groups open early March and close end May each year.	Grants Officer Recreation	Phone: 1300 292 442

