



## Paroo Shire Council

Council Policy	
<b>Policy Name:</b>	<b>Council Facilities - Condition of Hire and Use</b>
<b>Policy Number:</b>	GP-XXX
<b>Version:</b>	1.0
<b>Commencement and Review:</b>	This policy will commence from <b>19/05/2020</b> and will be reviewed 2 years from the commencement date.
<b>Document Owner:</b>	Manager, Community Services
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<b>Meeting Resolution:</b>	M20/XXX

### 1. Statement of Intent

The intent of the Paroo Shire Council (Council) Parks & Facilities - Condition of Hire and Use Policy is to outline the responsibilities and guidelines for booking, hiring and/or using Council facilities within the Paroo Shire.

### 2. Commencement and Review of Policy

This Policy will commence from 19/05/2020. It replaces all other policies relating to the hire and or use of Council facilities (whether written or not) and will apply to **all new and existing** bookings that have been made with Council.

This Policy will be reviewed 2 years from the commencement date or earlier if deemed necessary through changes to legislation or operational requirements. Minor amendments that do not impact upon the intent of the Policy may be made in consultation with and approved by the Chief Executive Officer (CEO).

### 3. Application of Policy

#### 3.1. Policy Statement

Any and all person/s / business / organisation / club / group / school, when hiring and/or using Council Facilities within the Paroo Shire shall only do so in accordance with the Paroo Shire Council's Local Law No. 4 (Local Government Controlled Areas, Facilities and Roads) 2011 and this Policy.

#### 3.2. Scope

This policy applies at all times to any person/s / business / organisation / club / group / school when booking, hiring and/or using Council facilities within the Paroo Shire and includes employees, agents and/or contractors conducting business with or on behalf of Council.

The term "Facility" refers to any park, reserve, swimming pool, sporting/playing field or building owned by or under the care, control or management of the Paroo Shire Council.

This policy applies to **all new and existing bookings**.

### 3.3. Context

Council acknowledges the importance of both “active” and “passive” recreational needs and endeavours to manage parks and hall facilities in a manner that provides maximum access and sustainable usage on an equitable basis; and in doing so have created this policy to provide an outline of the conditions of use; the responsibility of those hiring/using Council facilities; and to ensure that the facilities are used in a safe and responsible manner and the risk of causing a nuisance is minimised.

### 3.4. Definitions

Active Parks:	refers to a park or other area where organised and structured games or activities may be undertaken
Agreed Use:	refers the activity that Council has agreed will occur during the hire period
Authorised Person:	means a person authorised by the local government under Section 9.10 of the <i>Local Government Act 2009</i> to perform any of the functions of an authorised person under the Paroo Shire Council Local Law, this Policy or as directed by the CEO
Council:	means the Paroo Shire Council
Club:	shall also infer Association and shall mean a group of people organised into a recognisable body to administer the playing of sport
Facility/Facilities:	refers to any park, reserve, swimming pool, courts, hall or other building owned by or under the care, control or management of the Paroo Shire Council
Fallow Period:	means the duration of time an open space (mainly sporting fields) is left with no bookings to allow the turf to recover and grow. No games, training or other use is allowed at this time
Hirer:	means a person/business/organisation/club/group or school who hires or uses a park or hall facility
Hiring Period:	refers to the timeframe that has been requested/approved for hired use of a facility
Junior Sports:	is defined as structured sport or training for persons 18 years of age or under in the year of playing and registered with an accredited Club
Lease:	a binding contract between the Paroo Shire Council and an individual or organisation by which a fee is paid by the Lessee to Council for use of a Council facility
Alcohol/Liquor	shall have the same meaning as specified in the <i>Liquor Act 1992</i>
Passive Parks/Reserves:	means a park or reserve, usually containing vast sections of garden area, where activity is usually of an unstructured nature and organised games or sporting activities cannot be undertaken
Playing/Sporting Fields	An area where organised games or sporting activities are undertaken
School:	means any educational institution within the Paroo Shire
Summer Season	Is deemed to the period between 1 October and 31 March
Winter Season	Is deemed to the period between 1 April and 30 September

### **3.5. Use of Council Facilities**

Council facilities are outlined in Schedule 1 of this Policy

#### **3.5.1. Leased Facilities**

Council leases a number of its Facilities to various groups/organisations. Facilities which are leased may not be available for hire. Fulfilment of the terms and conditions stipulated in any pre-existing, pending or negotiable lease agreement entered into by Council for a Facility takes priority over any request for hire (casual or seasonal/long-term).

#### **3.5.2. Passive Parks and Reserves**

Passive Parks or reserves (listed in Schedule 1) are open to the general public for use, do not require bookings or attract hire fees.

Any requests to conduct an exclusive or special event that requires closure of part or all of the facility to the general public, are to be put in writing to the CEO and take into account the provisions in Section 3.6.3 c) of this policy.

#### **3.5.3. Active Parks**

Active Parks (Listed in Schedule 1) are available for hire on a casual or seasonal basis.

#### **3.5.4. Halls and Other Buildings**

Halls are available for hire on a casual or seasonal basis.

Other buildings that house Council's operational activities may at times offer meeting / conference or training facilities. Availability and approval of requests for use of these are at the discretion of Council department responsible for the day to day operations of the building.

#### **3.5.5. Other Activities**

A number of other activities are carried out within Council's parks, reserves and facilities, including cultural festivals, special events, filming, wedding photography and/or ceremonies, community and Council activities. It is intended that these users be included in the hiring arrangements.

These "Other Activities" may necessitate the reallocation of Seasonal Hirers and Council will endeavour to:

- a) limit this occurrence; and
- b) advise the Seasonal Hirer at the beginning of the season when these required events are scheduled to occur.

#### **3.5.6. Special Events and Prescribed Activities**

An application shall be made to Council on the prescribed form for any event, function or activity where any of the following applies or is required:

- a) more than fifty(50) persons are likely to attend
- a) road closure/s
- b) temporary suspension of or amendment to road rules
- c) provision or proof of Risk Management Plan
- d) the requirement for the Hirer to hold/prove Public Liability Insurance cover
- e) the consumption or sale of alcohol
- f) a license to trade in public places (e.g. stall holders)
- g) noise monitoring of amplified sound/music

### **3.6. Hiring Periods**

#### **3.6.1. Casual Hire**

Casual Hire arrangements relate to hiring periods for events, activities or functions that are short term, usually less than a week, and do not stretch over an extended period (eg Festivals/carnivals/meetings).

Applications for extended casual hire periods (over 5 days) are to be addressed to the CEO and accompanied by a written request outlining the nature of the event.

#### **3.6.2. Seasonal Hire**

Seasonal Hire arrangements relate to extended hiring periods where the Hirer has consecutive bookings relating to the same activity that occurs at regular intervals over the summer or winter season. (eg the length of a sporting season with scheduled training and/or game dates/days/times for the duration of the season)

Seasonal Hire can also be taken to mean any long term hiring period that is not necessarily seasonal (winter/summer) in nature. (eg. Annual or in-term hire).

Applications for seasonal hire are to be accompanied by a calendar/list of dates that demonstrates the days, dates and times that activity at the facility will occur during the hiring period.

The Hirer, or the person noted on the application form as being authorised to act on behalf of the Hirer, is to be present at every occurrence during the hire period

#### **3.6.3. Exclusive Use**

Applications for an exclusive use of a facility that requires closure of part or all of the facility to other Hirers (including during periods of inactivity) for periods of 48 hours or more, are to be put in writing to the CEO and must demonstrate the need for exclusive use.

### **3.7. Application for Hire of a Council Facility**

#### **3.7.1. General information**

An application form for use of a Council facility is to be completed by either the person hiring the facility or a person who is authorised to act on the behalf of the person/s / business / organisation / club / group / school (the Hirer) hiring the facility.

The person completing the application form is responsible for ensuring that they have read and fully understand the conditions of hire and that in signing, agree that the Hirer will abide by these.

#### **3.7.2. Casual Hire Applications**

Casual hire applications should, where possible, be lodged with as much lead time as possible prior to the hire period to ensure the best chance of a facility being available for hire and appropriate preparation of a facility.

Council's preference is that these applications are lodged at least two (2) full weeks in advance. However it is understood that this is not always possible and other than considerations relating to the availability of a facility, this will not impact upon the approval process.

### 3.7.3. Seasonal Hire Applications

a) Seasonal Hire applications are to be lodged as follows:

Season	Lodgement and Assessment	Notification
Summer <i>1 October – 31 March</i>	Prior to 31 July with assessment throughout August of each year preceding the summer season	Outcome will be advised by 31 August of each year
Winter <i>1 April – 30 September</i>	Prior to 31 January with assessment throughout February of each year preceding the winter season	Outcome will be advised by 28 February of each year

The approval of a seasonal hiring period shall be at the sole discretion of Council, taking in the following considerations throughout the approval process

- school's location;
- resident membership of club/organisation;
- participation trends;
- the sustainability of the club/organisation;
- prior history of association with the Paroo Shire Council
- capacity of Facility to cater for participant numbers;
- suitability of the Facility for the proposed hire.

b) Allocation of facilities to Season Hirers will be on the following basis

- all monies owed to Council and relating to previous seasonal hiring periods have been paid in full prior to a new seasonal hire application being lodged;
- new clubs applying for allocation must provide details of their membership, club history and proposed future use of parks, and facilities. Such clubs may have special conditions attached to their allocation and must pay charges in full prior to use of any allocation;
- clubs are to provide their match draws prior to the start of the season and these are to be submitted to Council's front counter Administration Officer or the Manager, Community Services. However, Council recognises that the needs of the community and the types of sports played (and their requirements) can change over time and Council will endeavour to accommodate users and non-traditional users wherever possible.
- the Hirer understands and has agreed to abide by their responsibilities as outlined in Section 3.7.8 of this policy.

c) Allocation Conflicts

Refer to Section 3.7.6

### 3.7.4. Right to Decline Approval of an Application

- At its absolute discretion Council may determine that the proposed use of the Facility is not in keeping with Council's purpose, values, reputation or functions and deny hire.
- Where Council rejects an application, the Hirer shall be notified by phone or in writing as to the reasons why their application was rejected;
- Council may also decline to approve an application where the Hirer has previously been deemed to have breached their responsibilities as a Hirer and therefore this policy. A hirer may be deemed unsuitable for reasons including, but not limited to:
  - destruction or significant damage of property;

- leaving a Facility in an unsatisfactory condition;
- causing a serious nuisance;
- causing any activity which has the potential to cause serious injury or harm to other persons; and/or
- Non-compliance with the approved Conditions of Use; may not be granted hire in the future.

### **3.7.5. Approval and Confirmation**

Approved applications (bookings) shall be confirmed (Agreed Use) in writing, and will include relevant fees and charges as well as any facility specific information.

Applications for hire should be lodged with as much lead time as possible prior to the hire period. This will allow Council sufficient time to review the application, confirm availability of the facility and propose alternatives where necessary and possible.

If the Agreed Use of the Facility is at any time found to be in breach, Council may, at its absolute discretion, terminate the hire without compensation to the Hirer.

Application Forms are available:

- At Council's administration counter,
- via email request to [council@paroo.qld.gov.au](mailto:council@paroo.qld.gov.au), or
- on the Paroo Shire Council website <http://www.paroo.qld.gov.au/> *address to be created.*

### **3.7.6. Multiple Applications**

Where possible, preference will be given to applications from residents, sporting clubs, community groups, schools and businesses located within the Shire, however other groups are welcome to apply and will be considered once all local allocations and Fallow Periods have been allocated

Where more than one Hirer applies for the seasonal hire of a Facility for the same hiring period, Council give preference to a Hirer who is able to demonstrate that they have traditionally (over multiple seasons) held activities at the facility during the at the conflicting period.

Should there be a dispute between hiring parties over a particular hiring period, Council expects that the parties will actively and effectively participate in a discussion to negotiate/determine a solution.

Should no suitable and agreed solution be reached, the CEO will make the final decision and no other correspondence will be entered into the matter.

### **3.7.7. Insurance and indemnification**

Any Hirer of Council facility must, where applicable and as advised in Local Law No. 1 (Administration) 2011, maintain a Public Liability Insurance Policy for a minimum of \$20million, endorsed to indemnify Council against any accident, injury or damage resulting from or incidents arising from the Hirer's use of Council's property or Facilities.

Proof of insurance (photocopy of the Certificate of Currency) must be included when applying to use any Facility and shall be kept current during all times during the hire period.

Council must be advised of any incident or circumstance that may give rise to a claim. This cover is additional to any other insurance that the Hirer is required to obtain.

### **3.7.8. Responsibilities of the Hirer**

The Hirer, or the person noted on the application form as being authorised to act on behalf of the Hirer, is responsible for

- completion of the application;
- payment of applicable fees and charges notification of cancellation, damage or other information relating to a facility and/or its use to Council;
- behaviour of participants during the hire period;
- ensuring that keys are not given, shared or loaned to any other person;
- ensuring and that agreed use provisions are applied and activity only occurs as specified and at the approved times;
- ensure that the facility is not and will not be used for any unlawful purpose; and
- be present at every occurrence of activity during the hire period

The Hirer, shall **NOT** under any circumstances sub-hire a facility to a third party. The Hirer shall be deemed to be the applicant and the term 'Hirer' shall not extend to any other person and/or any other organisation with whom the Hirer may have an association.

Failure to comply with the above provisions **will** result in Council revoking approval for the current casual or seasonal hire period. If this occurs the Hirer will **NOT** be refunded for the hiring period, nor will Council compensate the Hirer (or any other party) for costs incurred relating to the planning or execution of an event.

Dependent on the nature of the breach, Council may also revoke approval for future hiring periods. In these circumstances Council, at their discretion, may refund the hire cost but compensate the Hirer (or any other party) for costs incurred relating to the planning or execution of an event.

## **3.8. Fees and Charges**

### **3.8.1. Fees and Charges**

Council shall determine all fees and charges for relating to the hire of Council Facilities on an annual basis and these shall be published in Council's Annual Budget document.

### **3.8.2. Payment of Fees and Charges**

#### **d) Payment for Casual Hire**

Unless by special agreement and CEO approval, fees and charges are to be paid in full prior to the commencement of the hire period

#### **e) Payment for Seasonal Hire**

As per Section 3.7.4 a) of this policy, a security deposit is to be paid prior to access to the facility being granted. Remaining hire fees will be invoiced on a monthly basis for the duration of the hiring period.

### **3.8.3. Waiver of Fees and charges**

Requests for waivers of fees and charges must be in writing and addressed to the CEO and will be considered at the next.

Council reserves the right to approve or decline a request to waive fees at their discretion.

Waivers of fees and charges does not extend to Security Deposits

### **3.8.4. Security Deposit and Keys**

#### **a) Security Deposit**

A bond, in the form of a security deposit, shall be lodged as surety against any

damage caused to a Council facility or for any non-compliances relating to the conditions of hire.

The Security deposit is to be paid prior to access to a facility being granted and/or keys issued.

b) Keys

Keys will be issued to, and become the responsibility of the Hirer or the person noted on the application form as being authorised to act on behalf of the Hirer.

Keys are to be returned at the end of each hire period and are not to be given, shared or loaned to a third party, for use of Council's Facilities.

No 'extra' keys are to be cut by the Hirer

c) Refund of Security Deposit

The security deposit will be refunded in full at the end of each month following the hire period, at Council's discretion, subject to:

- All keys being returned;
- there being no damage;
- no additional cleaning being required; and
- no significant breach of the conditions of hire having been made.

Any costs incurred by Council as a result of a booking will be deducted from the security deposit.

A Hirer, whether personally responsible or not, who is found to have caused damage to a facility either through misuse or allowing misuse of the facility may also have a penalty imposed, at the discretion of Council.

The penalty may include, but is not limited to, non-refund of the security deposit or other monetary charges, cancellation of current and/or future hire periods and non-approval of future applications for hire.

### **3.8.5. Cancellations and Refunds**

a) Cancellation of events

If a booking is to be cancelled, the Hirer must, where possible, provide written notice advising of the cancellation at least ten (10) working days prior to the hire period.

Where a cancellation is due an unplanned closure of a Council facility, the Hirer or authorised person will be informed and where possible, provided with options relating to alternative facilities or locations within the Paroo Shire.

Where another location or facility is not available or the Hirer will not be charged for the original hire period.

Where the Hirer accepts the offer of an alternate location or facility, they will be required to pay fees and charges to the lesser value of either the original or alternate booking.

b) Refunds

Fees and charges will only be refunded under the following circumstances:

- where written notice of the cancellation has been provided at least ten (10) working days prior to the hire period.
- where a cancellation is due an unplanned closure of a Council facility, or
- by written application to and approval of the CEO.

It should be noted that fees and charges will not be refunded due to poor attendance or inclement weather.



## 4. Conditions of Hire and Use

### 4.1. Alcohol (liquor)

- 4.1.1. Alcohol shall not be consumed or offered for sale within a park, or facility unless the prior approval of the CEO is obtained and, where applicable, a license or permit obtained from the Office of Liquor and Gaming Regulation. (OLGR).
- 4.1.2. Council generally raises no objections to the sale, supply and consumption of alcohol or the issue of licenses or permits for sale of alcohol when hiring facilities within Paroo Shire. The consumption of alcohol at these venues is subject to the following limitations; that:
- a) application to Council be made setting out the details of the event or purpose for which the alcohol is to be sold and supplied being first submitted for approval;
  - b) the appropriate licence or permit is obtained and demonstrated by the applicant;
  - c) the applicant comply with any requirements of Council's Environmental Health Services Section; food licensing
  - d) the sale, supply and consumption of alcohol is conducted in an orderly manner and should comply with the requirements of the OLGR's Responsible Service of Alcohol Guidelines
  - e) where the building is leased from Council, all costs associated with the sale of alcohol including any alterations and installations of service and utilities to Council buildings to be the responsibility of and at the cost of the Licensee;
  - f) in relation to open reserves, the consumption of alcohol should be limited within the period specified within the Liquor Licence;
  - g) the CEO is empowered to investigate claims of anti-social behaviour demonstrated by the Hirer of a Council facility or their participants and is authorised to withdraw the permission for use of the Facilities for a prescribed period.
- 4.1.3. In the event that the abovementioned conditions are not being met by the Hirer, future applications for permission to consume liquor will not be granted except by the specific direction of the CEO

### 4.2. Environmental Acts and Regulations

#### 4.2.1. Environmental Health Act and Regulations

- a) Hirers must undertake to observe the relevant sections of the *Health Act and Regulations- Food Act 2006*, with particular reference to the selling of food.
- b) All food and drinks shall be stored, kept, prepared, cooked, processed, served or otherwise dealt with in approved premises or mobile food vehicles and the premises

#### 4.2.2. Environmental Protection Act and Regulations

- a) The Hirer shall ensure that the requirements of the *Environmental Protection Act 1994* and relevant Regulations are fulfilled, in particular the Noise Abatement "Neighbourhood Annoyance" Regulation 2016.

### **4.3. Parking and Access**

4.3.1. Subject to the satisfaction of Council, adequate measures shall be taken by the Hirer in respect to pedestrian and vehicle access/egress onto or into/out/of a facility to ensure Council's Facilities are safeguarded.

- a) Hirers should control parking to ensure no incidents occur that may lead to damage of Council or personal property.
- b) With the exception of Emergency Services vehicles. Parking is NOT permitted in or on some facilities eg John Kerr Park. The Hirer is to ensure that they are aware of park or facility restrictions. Failure to comply is a breach of this application and may result in a breach of the agreed use provisions. Emergency vehicles.
- c) Vehicular access to Council's open spaces is not permitted without prior consent from Council. If access is granted to drop off and/or pick up materials, this must be restricted to the periods immediately prior to or after the event. Vehicles are not to drive through the park/reserve whilst the event is taking place. All care must be taken whilst driving a vehicle on the open space, because people may be unaware/not expecting a vehicle to be in the park/reserve and to ensure that no damage is caused to the surface of the field/grassed areas or any vegetation.
- d) Where parking within the grounds of facility is permitted, supervision and associated costs will be the responsibility of the Hirer. The costs incurred through a request from the Hirer for Council assistance with supervision will be the responsibility of the Hirer and will be charged on an "at cost" basis.
- e) Should the CEO or other authorised person, deem that adequate measures have not been implemented, Council may implement its own measures or take any other action it may necessary at a cost to the Hirer.

### **4.4. Security Control**

4.4.1. Council will be responsible for the overall security of the Facility. However, Hirers will be required to ensure that:

- buildings are secured when not being used;
- keys are stored in a secure location and returned to Council when not required;
- gates are locked, if applicable, when facilities are not in use; and
- Hirers are to advise Council who the responsible representative of the Hirer is for locking the gates. The Hirer must also provide a contact number in case of emergencies.

4.4.2. If, in the opinion of the CEO, the proposed activity warrants professional security services, the Hirer must comply with the condition and arrange, entirely at their cost, for appropriate security.

### **4.5. Crowd Control**

4.5.1. The Hirer of a Council facility for a sporting event is expected to ensure adequate crowd control measures to prevent incidents that may interfere with the safety of other people. Matters include:

- a) no spectators being allowed onto playing fields whilst sporting activities are taking place;
- b) no spectators or participants should interfere with adjoining private property e.g. fences;

- c) there is no unruly or disturbing behaviour amongst participants or spectators;
- d) no offensive or abusive language is used; and
- e) no objects are thrown onto the playing field or participants, in the spectator area/s or at a spectator.

4.5.2. Where the Hirer engages or arranges any form of security or patrol service, the persons engaged are to be properly instructed in the carrying out of their work and the limitations of their authority.

4.5.3. At no time shall the maximum capacity of a facility be exceeded.

#### **4.6. Emergency Services Attendance**

Where there is a requirement for Emergency Services personnel to be in attendance at an event, cost incurred will be the responsibility of the Hirer.

#### **4.7. Construction Works**

##### **4.7.1. Council Projects**

Where possible, special project and other planned construction works will occur during the two (2) week period immediately prior to the winter or summer seasons. Applications for hire will not be accepted periods within this timeframe.

##### **4.7.2. Works directly relating to an activity or event**

The cost incurred in all construction works including supply, erection and removal of barricades, installation of temporary power or lighting solutions are to be met by the Hirer. The Hirer is to arrange for their own electrician and plumber to be on stand-by to attend to any emergency requirements during the course of the hire.

#### **4.8. Signage**

Signage for the purpose of advertising events may be installed at the Facility seven (7) days prior to the commencement of that hire period and subject to the approval of CEO. The signage must be removed immediately on completion of the hire period.

#### **4.9. Removal of Rubbish**

4.9.1. Rubbish is to be collected by the Hirer and removed each day from the Facility or contained in satisfactory enclosed containers during the hire period.

4.9.2. All rubbish and litter must be placed in bins provided by Council (if they are using Council's waste removal service) or otherwise removed from the site at the end of each hire. The facility **MUST** be cleaned up after use and patrons encouraged to "Do the Right Thing". If any facilities are left in an untidy condition, the Hirer will be held responsible and all costs incurred in the clean-up will be passed on to the Hirer.

#### **4.10. Residential Amenity**

4.10.1. The quiet enjoyment of property owners adjoining parks, reserves or hall facilities is not to be disturbed by the excessive noise, offensive language, bad behaviour and or any other activity likely to cause disturbance.

4.10.2. With respect to parks or reserves hired for sporting events, all reasonable attempts are to be made to ensure that struck, kicked or thrown balls do not leave the reserve, either into private property or onto adjacent roads.

4.10.3. To maintain the amenity of residents in adjoining properties, the following usage times will apply to any park or reserve hired for a sporting event:

- a) Hirers may only use the field during the allocated hours of use;
- b) no activity is to commence prior to 6.00am on any day. Low noise activity, such as field set up may commence at 6.00am.
- c) no competitive sport is to commence prior to 6.00am on any day;
- d) no field activity is to occur after 10.00pm on any day.

4.10.4. Council may convene a meeting with a Hirer should the proposed use be of a considerable size or, in the opinion of the CEO, have the potential to have significant impact on surrounding community/residents/businesses.

#### **4.11. Use by Schools**

Any use of Facilities by schools outside normal school hours will be charged at the rate listed in the annual Schedule of Fees and Charges. Requests for additional use by schools outside of school hours will be considered after the requirements of other users and the condition of Facilities are determined.

Schools using the Facilities are expected to provide adult supervision at all times. Any damage caused to Facilities while schools are in occupation will be charged to the school booking the Facility.

#### **4.12. Participants under the age of 18.**

Where the activity participants are under the age of 18 years, the Hirer will ensure that there is an appropriate level of adult supervision. This includes junior sporting and other organisations and activities that may be targeted at participants under 18 years old.

#### **4.13. Equipment, Goal Posts, Moveable Goals and Line Marking**

4.13.1. Unless Council specifically advises otherwise, the following shall be supplied, and maintained by the Hirer:

- a) All fixed sporting equipment hardware such as:
  - tennis nets and supports;
  - practice cricket wickets;
  - cricket wickets;
  - netball or basketball goal posts;
  - equipment originally supplied and fixed by Council; and/or
  - lighting.
- b) All movable sporting equipment such as:
  - goal posts except netball or basketball posts;
  - ground markings or equipment;
  - cricket matting or removable artificial surfacing; and/or
  - athletic movable hurdles or similar apparatus;

Where it is reported that the equipment is unserviceable or unsafe, the Hirer concerned shall be required to repair or remove it immediately.

#### **4.13.2. Goal Posts**

- a) The Hirer shall be responsible for the provision, placement, use, removal and storage of fixed and portable goal posts with the exception of Australian Rules goal posts. All goal posts installed by Hirers shall be in accordance with the relevant Australian Standards.

- b) Subject to ground availability, goal posts may be erected three weeks prior to the commencement of the season and must be removed from the reserve at the conclusion of the season. Such costs are to be met by the Hirer.

#### 4.13.3. Line Marking

The Hirer shall be responsible for the marking of the sportsground and except by prior approval from the Manager, Community Services, line marking materials used on parks, sporting fields and reserves shall be as follows:

- Acrylic Paint
- Omnicarb - Whiting
- Use of any other material will require consultation with the Supervisor Parks & Gardens prior to use

To ensure that others are not impacted, where a change in format from existing markings is required for a specific activity, the Hirer will submit a design/plan to Council, providing at least two (2) weeks' notice of the change, allowing consultation with other Hirers of the facility.

#### 4.14. Power and Lighting Approval - Installation and usage

- 4.14.1. Council will be responsible for general installation and maintenance of lights and fittings.
- 4.14.2. Where existing power and lighting arrangements are deemed insufficient for the proposed activity or event, the costs incurred in the supply of through generators and temporary lighting will be the responsibility of the Hirer.
- 4.14.3. Costs incurred through a permanent change to existing arrangements will be at the discretion of Council
- 4.14.4. Council reserves the right at all times to approve the installation and usage of both temporary and permanent power and lighting equipment at its facilities.
- 4.14.5. The Hirer must ensure that usage of power and lighting facilities is to restricted to participants of the activity.
- 4.14.6. Lighting may only be used between during 7pm-10pm in summer and 6pm-10pm in winter unless otherwise approved by Council.

#### 4.15. Storage of Equipment

Hirers shall only store equipment and/or any other items in any store room that may be allocated to them during the seasonal hire and shall remove all equipment and/or other items at the conclusion of the season. Under NO CIRCUMSTANCES shall Hirers store equipment and/or any other items in change-rooms or toilet blocks.

#### 4.16. Improvements and Maintenance

##### 4.16.1. Improvements

- a) Requests for upgrades and improvements for sporting facilities (e.g. storage facilities, canteens, practice facilities), are welcomed and should be forwarded to the Manager, Community Services.
- b) If a Seasonal Hirer wishes to lodge a grant application or development application etc for improvements to a Council facility they should, refer their ideas and/or requests to the Manager, Community Services. All additions and alterations e.g. to canteens, must have the prior consent of Council.

- c) All improvements must be built under Council's supervision, to the Australian Standards, the Building Code of Australia and to Council's satisfaction.
- d) All tradesmen working on the approved additions or alterations must be qualified and suitably insured, if the Hirers intent is to carry out improvements using volunteer labour or manage the project themselves. The tradesmen's licence number and details of their insurance cover (Public Liability and Worker's Compensation) must be supplied to Council prior to work being approved.
- e) All improvements to facilities become the property of the Council and cannot be removed, except with the prior approval of the Council.
- f) Where illegal work is found, it will be removed or repaired by Council at the Hirers cost.
- g) The investment of time and/or money into facility improvement, e.g. to canteens, on Council's property by a Hirer, does not give the Hirer exclusive use or ownership of the facility. All facilities are for community use.

#### 4.16.2. General Building Maintenance

- a) Council is responsible for the general maintenance of Council facilities. However, where the facility is let to a Hirer, the Hirer will be responsible for costs or repair of any breakages that arise out of the Hirer's use.
- b) Hirers are to ensure that the Facility is maintained in a clean and tidy condition at all times.

#### 4.16.3. Public Toilets

The maintenance and cleaning of any public toilet amenities located within Council facilities, which are made available for use by the general public, is the responsibility of Council. However where a hiring period spans for more than 24 hours, it is the responsibility of the Hirer to maintain cleanliness throughout the period.

#### 4.16.4. Damage

- a) All damage to Council property, either deliberate or accidental, should be reported to Council as soon as possible, outlining full details of the incident.
- b) The Hirer will be held liable for the full cost of repair or replacement of facilities, amenities or other equipment where it is found, through investigation, that the Hirer kept money, portable or other valuable items on site which may have contributed to the cause of damage or to the premises being targeted by thieves or vandals.
- c) A Hirer, found to have caused damage either through misuse or allowing misuse of a facility, amenity or other equipment will have a penalty imposed, at the discretion of Council. The penalty may be a monetary penalty or loss of current and/or subsequent facility hire approvals.
- d) Where a penalty is imposed it must be paid by way of an increased hire charge for that season. Failure to pay any such penalty will lead to the Hirer forfeiting its hire rights to all Council facilities.

## 5. Closing of Facilities

### 5.1. Decision to close facilities

The decision to close or restrict the usage of Council facilities is dependent upon a number of factors and may occur without warning or a significant notice period should the situation require it.

Factors include, but are not limited to:

- Government (Federal/State) restrictions or legislative amendments;
- Weather or flood advice from Bureau of Meteorology the type of activity to be undertaken during a current or future hire period; or
- Advice to Council from Council Officers, the Hirer, or any other party regarding part or all of a facility becoming unserviceable or irreparable and rendering the facility unsafe.

## **5.2. Sporting fields**

During periods of heavy or constant rain, flood or other adverse weather conditions, Council Officers will inspect playing fields in order to determine whether or not they are able to remain in use or should be closed and taking into account:

- the type of sport to be played and the potential for damage to the playing surface;
- the potential for injury to users;
- the condition of the ground at the time of inspection, its drainage characteristics and its ability to recover from damage;
- the length of the grass and whether or not it can be cut by heavy equipment; and

Clubs or umpires/referees may choose to close specific grounds to prevent damage to the playing surface or injuries to players. If this occurs, club representatives should contact affected visiting clubs and teams.

## **6. Breach of Policy**

6.1. Council retains the right to suspend or cancel a hire period and associated activity under the following circumstances:

- a) Where a Hirer is found to be in breach of this policy;
- b) where a Hirer is non-compliant with the Agreed Use terms and conditions; or
- c) where the Hirer has failed to remedy any breach after being requested/directed to do so by Council, t

6.2. Where a significant or repeated breach has occurred, Council reserves the right to refuse future applications from a hirer that it deems unsuitable. Refer Section 3.7.4

## **7. Right of Appeal**

In the event that an Applicant or Hirer is dissatisfied with a decision made by Council or its officers and relating to provisions within this policy, they will have the right to request a review of the decision by the CEO.

This right does not extend to decisions made under Sections 3.7.6 and 5.

A request for review of a decision should be in writing and addressed to the CEO.

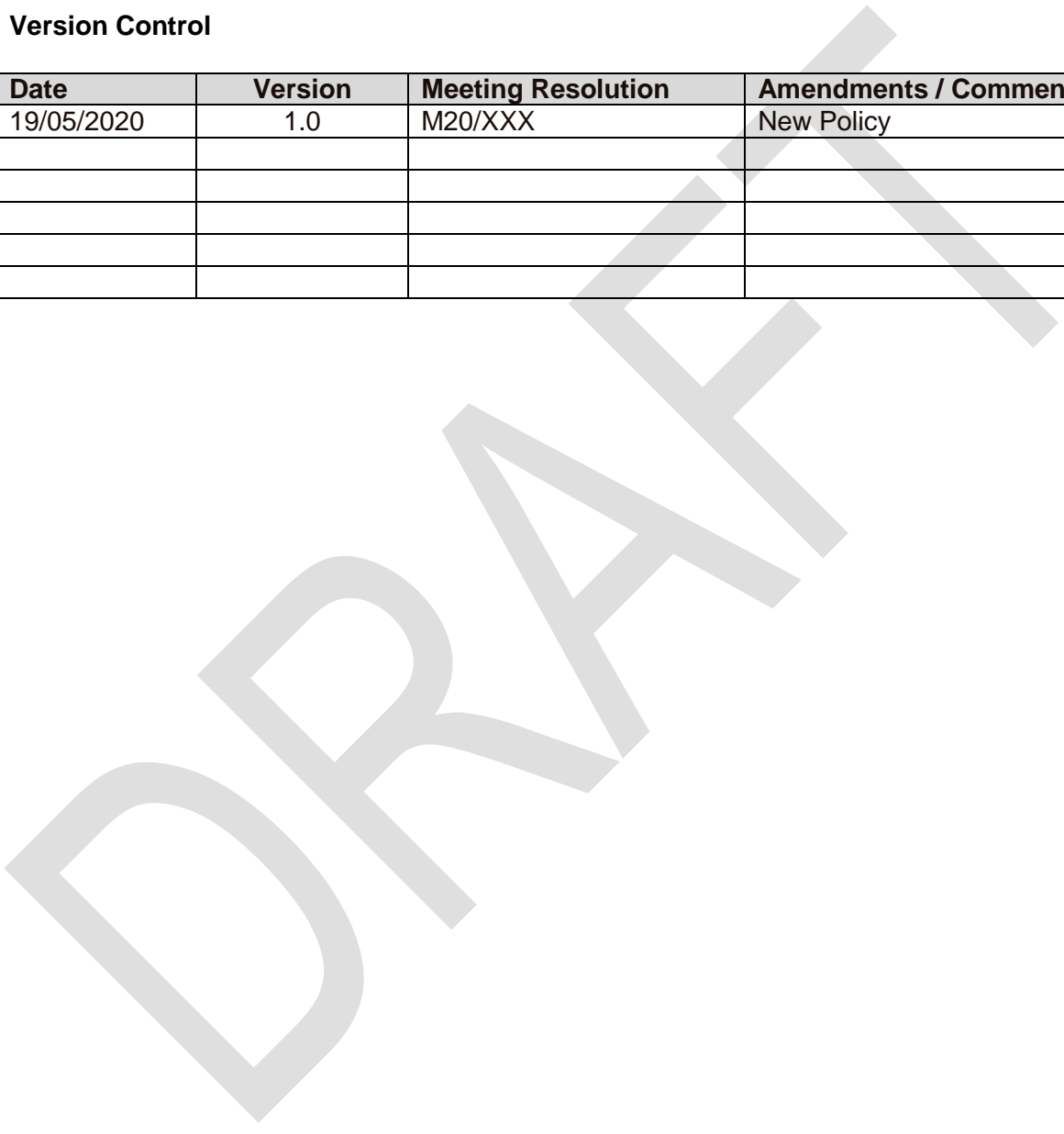
## **8. Relevant Links**

- Paroo Shire Council – Fees and Charges
- Local Law No. 4 (Local Government Controlled Areas, Facilities and Roads) 2011
- Local Government Act
- Liquor Licensing Act
- Environmental Health Act
- Environmental Protection Act
- Other relevant policies

<b>Endorsed</b>		<b>Date:</b> /    /
<b>Name:</b>	Sean Rice	
<b>Title:</b>	Acting Chief Executive Officer, Paroo Shire Council	
<b>Signature:</b>		

**Version Control**

<b>Date</b>	<b>Version</b>	<b>Meeting Resolution</b>	<b>Amendments / Comments</b>
19/05/2020	1.0	M20/XXX	New Policy





## Schedule 1

Please note: While every effort is made to maintain the currency of information in this schedule, there may be times where this is not possible. Information regarding emergencies or temporary changes will be communicated, where and as soon as possible, via a variety of mediums.

In the instance that changes will impact upon a current hire/booking arrangement, Council will make every attempt to contact the Hirer as soon as possible.

List of Council Facilities, Parks, Playing/Sporting Fields and other Council owned/managed spaces by town. For an explanation of the Facility Type please refer to the Definition table listed in the Policy Document.

<b>Cunnamulla</b>	Type of Facility	For Hire/Use
Airport	Council Operations	N/A
Alice Street Oval	Passive Park/Reserve	Hire
All Reserves	Passive Park/Reserve	Lease
Apex Park	Passive Park/Reserve	Use
Bandy Paddock	Active Park	Public Use
BMX track	Passive Park/Reserve	Public Use
Bob Poncho Park	Active Park	Public Use/ Hire
Bushlands	Passive	Public Use
Centenary Park	Active Park	Public Use/ Hire
Civic & Community Enterprise Centre	Coming Soon	Limited by arrangement
Community and Pensioner Housing	Lease arrangements in place	N/A
Community Services Building	Council Operations	Limited by arrangement
Council Depot	Council Operations	N/A
Council Housing	Lease arrangements in place	N/a
Cunnamulla Bowls Club	Lease arrangements in place	Refer Lessee
Cunnamulla Shire Hall	Facility	Hire
Cunnamulla Swimming Pool	Facility	Yes - Seasonal
Cunnamulla Weir	Passive	Public Use
Day Care Building	Lease arrangements in place	N/A
Drop In Centre	Facility	Public Use/ Hire
John Kerr Park	Playing/Sporting Field	Hire
Library	Council Operations	Limited by arrangement
Multipurpose Courts	Active	Hire
Refuse Facility	Council Operations	N/A
Skate Park	Active	Public Use
Stronger Families Building	Lease arrangements in place	Refer Lessee
Tourism Building	Council Operations	Limited by arrangement
Town Common	Passive	Limited by arrangement
Waste Treatment Facility	Council Operations	N/A
Water Tower	Council Operations	N/A
Yapunyah Lodge	Lease arrangements in place	N/A
<b>Eulo</b>	Type of Facility	For Hire/Use
Airstrip	Council Operations	N/A
All Reserves	Council Operations	Limited by arrangement
Eulo Hall	Facility	Hire
Lizard Lounge Toilets	Facility	Public Use
Park/ Tennis Courts	Facility	Limited by arrangement
Refuse Facility	Council Operations	N/A
Town Common	Passive	Limited by arrangement

<b>Noorama</b>	Type of Facility	For Hire/Use
Race Course	Lease arrangements in place	Hire
Tennis Courts	MOU	Limited by arrangement
<b>Wyandra</b>	Type of Facility	For Hire/Use
Airstrip	Council Operations	N/A
All Reserves	Passive	Limited by arrangement
Free Camping area	Facility	Public Use
Park/ Tennis Courts	Facility	Public Use
Public Toilets	Facility	Public Use
Refuse Facility	Council Operations	N/A
Town Common	Passive	Limited by arrangement
<b>Yowah</b>	Type of Facility	For Hire/Use
Airstrip	Council Operations	N/A
All Reserves	Passive	Limited by arrangement
Free Camping area	Facility	Public Use
Library	Council Operations	Limited by arrangement
Public Toilets	Facility	Public Use
Tom Fagan Park	Facility	Public Use
Town Common	Passive	Limited by arrangement
Refuse Facility	Council Operations	N/A
Yowah Reserve/Bushland	Passive	Limited by arrangement