



SHIRE OF AUGUSTA-MARGARET RIVER
RECREATION CENTRE

Sporting Ground User Guide

**Recreation Services
Shire of Augusta Margaret River**

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1.0 Introduction

The Sporting Ground User Guide contains the terms and conditions on which the Shire's seasonal sporting facilities are used. By providing this guide the Shire wishes to continue the relationship that it has formed with all sporting clubs within the shire. Through the guide the Shire aims to optimise the use of facilities and the community benefits they provide. The Shire will continue to recognise clubs cooperation, both past and present, in relation to the seasonal use of sporting grounds and associated pavilions.

The Shire of Augusta Margaret River has six managed sporting grounds at two locations from Margaret River to Augusta. These facilities are used by a wide variety of sporting clubs including AFL, Cricket, Dog Training, Netball, Rugby, Little Athletics, Soccer and Touch Rugby. In addition to sporting clubs there are other users such as schools, informal community groups and individuals. Cowaramup sporting grounds are community managed. Please contact Recreation Services for more information.

When booking a Shire sporting ground and/or associated facilities, hirers must read this document and abide by its conditions and contents.

For further information regarding the booking of the Shire's sporting grounds and associated facilities please contact the Shire's Recreation Centre on (08) 9780 5620 or by email to recreation@amrshire.wa.gov.au

1.1 Purpose

The purpose of the Sporting Ground User Guide is to allow the users of the Shire's sporting facilities to better understand the process guiding the allocation of facilities by clearly identifying:

- The Shire's requirements from clubs and users;
- Responsibilities of the user groups;
- Responsibilities of the Shire;
- Process for facility development; and
- To provide a framework that is equitable and easily administered.

1.2 Background

The Sporting Ground User Guide has been developed to allow user groups to understand the Shire's position in regard to the use and development of sporting facilities in the shire. The following objectives provide the framework for the establishment of an equitable and administratively operational Sporting Ground User Guide:

- Efficient and effective use of community resources;
- Encourage participation in sports and recreational activities by ratepayers;
- Minimise potential over-use of ovals with efficient facility allocation and eliminate inappropriate use;
- Enhance positive user attitudes and responsibility towards facilities;
- Ensure the provision of a range of quality, accessible recreation and sporting facilities; and
- Provide a comprehensive and easy to understand Sporting Ground User Guide which clearly details the responsibilities of the Shire, sporting clubs and other users.

1.3 Scope

This handbook applies to:

- Allocations of facilities made through tenancy application for seasonal use;
- Casual use of sporting grounds and pavilions that are booked on a seasonal basis;
- Maintenance;
- MOU's and Leases;
- Conditions of use; and
- The facility development of sporting facilities in the Shire.

The Sporting Ground User Guide will be reviewed on a regular basis and updated as required. Amendments will be brought to the Sport and Recreation Advisory Committee for feedback.

1.4 Terms and Conditions

The Sporting Ground User Guide forms the basis for the terms and conditions of the agreement governing the use of Shire facilities. It is important for users to fully read and ensure they understand all sections of the guide. Any breach of one or more of these conditions may, at the discretion of the Shire, result in the use of the facility being withdrawn.

1.5 Tenancy Agreement

The Sporting Ground User Guide provides the terms and conditions by which the Shire's facilities are used. It is a requirement of the agreement that users read and understand the conditions and obligations within the agreement.

The "Agreement" for Tenancy consists of the following key documents:

- 1) The Sporting Ground User Guide;
- 2) Gloucester Park Sporting Ground Tenancy Application – The signed undertaking by the club that the terms and conditions in the Sporting Ground User Guide have been read and the club agrees to abide by them. Clubs that have had an application confirmed by the Shire are bound to these terms and conditions; and
- 3) Further documentation – Includes, but is not limited to, contact details, key holders, hours of use and proof of public liability insurance.

1.6 Facility Use / Allocation

Facility allocations are issued to clubs that apply for the use of sporting grounds and/or pavilions by completing the application process outlined in this document by the required date. In being allocated the facility, the successful club then enters into a tenancy agreement. The occupancy agreement forms a contract between the club (who then becomes the seasonal tenant) and the Shire.

As participation trends change, the Shire may review the practice of allocating facilities to provide for the efficient use of facilities. The Shire may require a sharing of facilities but the desire is not to impact on existing users unless clear benefit can be provided through potential relocation or reallocation. Where possible all efforts would be made for clubs to retain the same primary "home ground". While all efforts are made to accommodate requests, where demand exceeds resources, the Shire may be unable to accommodate all requests.

1.7 Sporting Grounds

Allocations will be made through seasonal tenancy agreements. By signing the application form, clubs agree to the terms and conditions outlined in this document.

1.8 Pavilions

Pavilions are provided to support sporting ground activities. Allocations will also be made through a seasonal allocation. Certain clubs on Gloucester Park are under lease: Football Club, Tennis Club and Bowling Club. By signing the application form, clubs are agreeing to the conditions of use as outlined in this document.

Allocation of pavilions will be based on allocated days and times as applied. The Shire may consider placing other user groups into the pavilions during any non-allocated times although this would only be considered following consultation with the tenant club(s).

1.9 Seasonal Allocation

The sporting calendar is divided into a summer season and a winter season as detailed in the table below:

Table 1: Season Summary

Season	Start	End
Summer	October	March
Winter	April	September

Please note that Shire sporting grounds may be closed for use in the month of October to allow annual maintenance programs to be undertaken.

Sporting grounds are available for evening training during the March changeover period each year, however, the Shire cannot guarantee that the sporting grounds will be mown, cricket wickets covered or goal posts installed during this period.

1.10 Pre-Season Training and Finals

Pre-season training is not included within the seasonal agreement if they fall outside of the seasonal agreement dates. If this application has not been lodged by this time, sporting ground renovation works or other user groups may be scheduled on the ground. If clubs have necessary pre-season requirements outside of the seasonal dates, these needs/times are to be noted on the seasonal application and considered in context. It is anticipated that on occasions the above timelines are not possible to achieve. In these cases, clubs are to make the best possible effort to contact Recreation Services regarding their practice game requirements prior to the game going ahead.

1.11 Casual Facility Use

In addition to sporting clubs use, sporting grounds are frequently used by residents and community groups for purposes of social gatherings, casual sport, festivals and events. The Shire supports sporting ground use by these groups and will allocate sporting grounds upon request, following consultation with tenant clubs and providing this does not result in overuse of the sporting grounds or be of detriment to competition use. Annual events will take priority over casual use.

1.12 School Use of Sporting Grounds and Pavilions

As with community groups and residents, schools within the shire regularly use sporting grounds for school sport, sports days and physical activity. The Shire supports sporting ground use by school groups and will allocate sporting grounds upon request providing this does not result in overuse of the sporting grounds or be of detriment to competition use by seasonal user groups. School use will be limited to school hours. Where schools require use of sporting grounds outside of school hours, tenant clubs will be consulted to determine that there is no conflict of use. Applications from schools are required prior to using sporting grounds and pavilions.

1.13 Annual Events at Grounds and Pavilions

The Shire allows some sporting grounds and pavilions to be used for annual events. Clubs will be made aware of these if they apply for and enter into a seasonal tenancy agreement with the Shire for one of the affected sporting grounds/pavilions. In regards to annual events, affected clubs will be notified of any annual event on their ground prior to an agreement being finalised.

1.14 Application Process for Seasonal Allocations

- Step 1:** A notice will be placed in the Sports and Recreation Advisory Committee Agenda advertising that the seasonal sporting ground process is currently open and will include all details required by a club to successfully start the application process. The application form will also be available on the Recreation Centre website at www.recreation.amrshire.wa.gov.au and can be submitted electronically.
- Step 2:** The Sporting Ground User Guide and application form is sent to all existing tenant clubs electronically or, if required, by mail to the address supplied to the Shire. Application forms and this guide will be placed on the website while applications are open.
- Step 3:** The club completes the application form and submits it to Recreation Services with all required documentation by the due date. Clubs will be advised if there are any items missing from their application.
- Step 4:** Recreation Services considers the application. Delays may occur should the club not provide all information requested.
- Step 5:** Successful and unsuccessful clubs will be notified in writing by the Shire. If there is more than one club allocated to a sporting ground following the allocation process and this decision is not supported by the other allocated club, a report may need to be prepared for the Shire's Executive Leadership Team to provide a resolution.

If a club/organisation is dissatisfied with their allocation they may appeal in writing within 5 working days of the allocation being made. Letters should be addressed to the Director Corporate Community Services.

In allocating sporting facilities, the Shire will give consideration to a number of variables including:

- User group's previous record e.g. cleanliness and care of the facilities;
- Shire-based teams/players;
- Current and proposed planning and effective management of the club;
- User group that historically uses Shire-owned facilities;
- User group's contribution to facility upgrades;
- Facility suitability assessment to ensure the use is suitable from a risk perspective;
- All information required to complete the allocation process is received by the due date; and
- Providing new user groups with the opportunity to submit applications for consideration for an allocation or part allocation of a Shire facility.

1.15 Late Applications

Late applications may result in clubs missing out on their preferred sporting ground allocation.

1.16 Incorporations

It is in the club's interest to be incorporated and the Shire supports incorporation. For further information regarding incorporation contact the Department of Commerce.

1.17 Public Liability Insurance

All clubs/sporting ground users must have public liability insurance cover. Clubs must be covered for a minimum of \$10 million against all actions, costs, claims, charges, expenses and damages whatsoever which may be brought or made or claimed against the club/sporting ground user arising out of or in relation to allocation of a facility. A copy of the certificate of currency must be attached to the allocation application.

1.18 Contents Insurance

The Shire does not provide contents insurance on any pavilion. If the club stores valuables, equipment or memorabilia in a pavilion, the club is solely responsible for insurance of all its contents.

1.19 Building Insurance

The Shire insures its buildings, fittings and fixtures against damage and fire and is responsible for the structure of the building.

2.0 Conditions of Use

2.1 Ground Inspections

Successful tenant clubs must organise a ground and pavilion inspection with the Shire's Senior Technical Officer (Parks) and Recreation Operations Manager prior to the commencement of the season. At this inspection, clubs will be required to sign a written acceptance that the ground and pavilion is 'fit for purpose'. Clubs are also required to undertake their own inspections prior to matches, training or competitions. Some sporting peak bodies have available 'match day checklists' for use in conducting these inspections. These inspection forms, once completed, should be filed if required for future reference. Mid-season inspections of pavilions may also be undertaken by the Shire.

2.2 Seasonal Handover

All clubs must ensure facilities are left in a neat and tidy condition for the incoming club. Prior approval from the Shire and the other seasonal user groups is required before a club leaves property or equipment in the pavilion during their non-allocated period.

2.3 Key Allocation

All public areas of the sporting pavilions will be keyed with the Shire's master key system. This includes toilets, change rooms, kitchens and social areas. The Shire will require access to all of these areas at any time to meet a variety of regulations. Keys are issued at the beginning of the seasonal allocation period. Clubs are not to exchange keys with their co-tenants between seasons.

The conditions of key allocation are:

- Up to four sets of keys are issued to every club at a cost to the Shire;
- Requests for additional or replacement keys are made to the Shire and will attract an additional charge of \$50.00 per key;
- Under no circumstances are keys to be loaned to any other club, association, organisation, school or person. Responsibility rests with the person/s nominated in the key holders section of the application form;
- Non-compliance may result in the withdrawal of ground and pavilion usage;
- Details of changes in possession of any key(s) are to be forwarded to the Shire within 7 days;
- Clubs are not permitted to add or change locks. The Shire requires access to all areas of the pavilion at all times and will remove any unauthorised locks. Clubs will be responsible for the cost associated with any non-approved lock removal. Lost, damaged or stolen keys must be reported to the Shire immediately. The Shire may replace all locks in the event of keys being lost or stolen with the cost charged to the club. Broken or damaged keys are to be returned to the Shire before a replacement key will be issued;
- When your club is not the current seasonal allocated club, permission must be gained from the current seasonal allocated club prior to your club accessing the pavilion or ground for any reason (i.e. meetings, retrieval of equipment etc.); and
- Clubs must always maintain their own key register that must be presented upon request from the Shire.

2.4 Allocation Not Required / Reallocation

The Shire must be notified of any allocation that is no longer required. Any facility that is not allocated to its full potential may be considered for reallocation to another user group if required.

2.5 Non-Compliance and Public Liability

2.5.1 The hirer is to be responsible for any damage whatsoever, howsoever and to whomsoever caused and is to be responsible for any claims, costs, actions and demands in respect to the injury to or death of any person or loss or damage to any property arising out of or in connection with the use of the premises subject to this booking by the Hirer, or his, her, its servants, agents, employees or any person acting for or on behalf of the Hirer during the term of the booking or any extension thereof and must indemnify and keep indemnified the Shire against all damages, claims, costs, actions and demands aforesaid provided that the Hirer shall not be required to indemnify the Shire against loss or damage to the extent that such loss or damage is caused by or contributed to by the Shire, its servants, agents or employees.

2.5.2 All clubs/sporting ground users must produce a valid copy of their public liability insurance cover. Please refer to 1.17 above.

2.5.3 The Shire reserves the right to suspend or revoke a club's tenancy agreement at any time if the terms and conditions of the agreement are breached. Where the terms of the agreement, signed by the club, have not been adhered to, the following course/s of action may be applied:

- a) Warning in writing with stipulated timeframes for correction.
- b) Club/s will be advised that until the issue/s are rectified, and depending on the severity of the complaint they may be locked out of their facility. Such complaints could include but not limited to deliberate damage to sporting ground surfaces and/or pavilions, or clubs found in breach of their liquor license or any part of this guide.
- c) Should a club fail to rectify an issue in a timely or appropriate manner, the club may be suspended from their facility for the remainder of the allocation and future allocations may be in jeopardy.
- d) Clubs involved in incidents that are not as serious but are of regular occurrence may also find themselves facing the same course of action.

2.6 Pre-Season Training and Practice Matches

Clubs requiring use of facilities outside the dates of their seasonal allocation must seek approval from the Shire. Clubs should not use sporting grounds and pavilions until they have received approval. A club that uses a facility outside its allocation without the Shire's consent will be liable for any accident that may occur. Damage to the ground will also be the club's responsibility and they will be charged for reinstatement works. Tenant clubs who continue to use a ground that has been closed by the Shire for maintenance or recovery risk losing their allocation.

Unauthorised usage may also conflict with scheduled use of a ground by another club, school or casual booking. Conflicts may also arise with important ground maintenance work.

2.7 Extended Ground Usage – Finals Matches and Training

Clubs wishing to extend the usage of allocated facilities beyond the allocated period (e.g. additional finals) need to be notify the Shire at least 5 days prior to the first date of use. the Shire will not permit the use of facilities for finals matches without a written application signed by the club and/or organising association.

Clubs are not permitted to use facilities for finals training (that is outside their seasonal allocation dates) until approved. Use of sporting grounds for finals matches and training will take precedence over requests for pre-season use. The Shire will make the final decision on priority of training or finals.

2.8 Sub-Letting of Facilities

No club shall sub-let any part of a sporting ground and/or any part of the pavilion allocated to it during the allocated period. Non-compliance may result in the Shire withdrawing the allocation.

2.9 Utilities

Clubs are responsible for paying the utility charges related to their seasonal use. This includes all telephone, water and electricity. Where clubs share facilities, each club will be responsible for a percentage of the utility charge and this should be negotiated between clubs. If clubs cannot come to an agreement regarding the shared costs, the Shire will negotiate this percentage.

2.10 Times of Pavilion Use and Acceptable Behavior

Clubs will ensure that they comply with all relevant noise legislation and that any noise generated does not cause an environmental nuisance or unreasonably interfere with the enjoyment of someone's environment. Noise may be defined as unreasonable if it can be heard in the habitable room of another premises (i.e. lounge, bedroom). Please refer to the Shire's website for additional noise information.

Clubs are not to conduct any noxious or offensive activity or use facilities for illegal or immoral purposes. The display of any sexually explicit or offensive material in any form is prohibited. Respect must be given to residents and their property, including houses, vehicles, fences or yards. If a club has an installed alarm that is not linked to a call out security company, the Shire requires a name and contact number of someone within the club who can access the building if an alarm goes off.

2.11 Waste and Litter Management

Each seasonal sporting ground has wheelie bins supplied for the use by the general public and these are emptied by Shire contractors. Clubs are responsible for ensuring that all waste generated from their use of the reserve is cleaned by 9am the following day or at the end of match day or training session.

2.12 Vehicles on Reserves

No motor vehicle is permitted on the sporting ground, unless being used to prepare for events/games, without prior approval of the Shire's Parks and Gardens Coordinator. Catering vehicles attending game fixtures and finals are also not permitted on the sporting ground unless prior approval has been given. Some exceptions may be granted for special events and will be considered on a case by case basis. Disability and Emergency vehicles accepted.

2.13 Temporary Closure of Ground

The Shire reserves the right to close any sporting ground to protect the playing surface, reduce risk to competitors and the public, to complete capital or maintenance works in poor weather conditions or to allow rehabilitation of the ground after damage. Where sporting grounds are closed for matches, where practicable, the Shire will make all attempts to provide clubs with at least one day's notice in consultation with clubs.

2.14 Shared Use

Clubs sharing a facility are to liaise with other users to ensure clashes do not occur over training schedules, pavilion usage and equipment storage. To reduce clashes, clubs should agree to a set of standard hours at the start of the allocation period and liaise with the other club if their hours need to change for any reason throughout the period. The Shire will make a final determination should clubs be unable to resolve any issue. Liaison may also be required prior to clubs lodging their seasonal application if it is known who will be applying for use to reduce the chance of clashes.

3.0 Sporting Ground Facility Infrastructure

3.1 Turf Wickets

The Shire maintains all sporting grounds excluding turf wickets within the municipality. The maintenance of turf wickets are the responsibility of the sporting club. A demonstrated safety plan must be in place when carrying out any maintenance on the turf wickets.

3.2 Concrete / Synthetic Wickets

To enable consistency between clubs, the Shire will fund up to 50% of the cost of replacement of central synthetic wickets with the balance of funding to be found by the respective clubs. If a club believes that a modification or upgrade/replacement of a concrete wicket is required, please contact the Shire. No modifications may take place until the club has written approval from the Shire.

3.3 Covering, Uncovering of Cricket Wickets

The Shire will be responsible for the covering and uncovering of concrete/synthetic cricket wickets on sporting grounds. This will be undertaken during the period between the end of one season and the commencement of the next season. Exact timing for this work will depend on the following:

- Works Depot scheduling;
- Weather conditions; and
- Allocated club requirements (i.e. finals) in the previous season or the following season.

3.4 Cricket Nets

Clubs wishing to have cricket nets relocated, reconstructed or upgraded should contact the Shire and wait for confirmation prior to any works being undertaken. Cricket nets should always have public access to at least one practice wicket. Additional nets are to be funded by the club.

3.5 Goals

The Shire provides and maintains all goal posts, including the permanent AFL goal posts at Gloucester Park, for the year round use of the whole community. If goal posts are vandalised the Shire will fund the repair or replacement, however, where posts are deemed damaged through misuse by a club, the club will be responsible for funding the replacement posts and/or goals. Goal nets and padding are the responsibility of the club. Once the goals have been put in place at the start of the allocation period they are not to be moved by clubs without written permission from the Shire. Any goals that are to be stored off pitch must be stored securely.

3.6 Portable Soccer/Hockey Goals

All portable soccer/hockey goals must be compliant with the Department of Sport and recreation and/or Australian Standards Portable goals are the responsibility of the club. The Shire does not provide, maintain or replace portable soccer / hockey goals. All clubs must:

- Ensure that portable goals are securely anchored;
- That all equipment and safety padding be checked and adjusted before every use;
- Never allow any person to climb on netting or goal framework;
- Safety warnings are prominently positioned and clearly visible on the goal posts; and
- Ensure that goalposts are safely stored to prevent unauthorised use and potential injuries.

3.7 Scoreboards

Permission must be obtained from the Shire for the construction of scoreboards. The construction of scoreboards is at the cost of the club and only based on approved plans. Clubs should contact the Shire in the first instance for guidance prior to any work being undertaken.

Construction must occur under Shire supervision and with relevant planning approval.

All subsequent maintenance will be the responsibility of the club. If a scoreboard deteriorates to a condition that is dangerous or is deemed inappropriate for a structure in a Shire reserve it will be removed by the Shire and the club will be charged accordingly.

3.8 Sporting Ground Lighting – Installation and Capital Costs

The allocated club is required to fund 33% of the cost of upgrading or the installation of new sporting ground lights or a percentage if other allocated clubs are willing and able to contribute to the cost. The Shire will assist in supporting, writing and submitting the grant application through Department of Sport and Recreation. Permission must be obtained from the Shire for the construction of sporting ground lights. Detailed plans and electrical requirements are to be approved prior to any work commencing. Planning Permits and Building Permits may also be required prior to any lighting works are implemented. Sporting ground lighting on Shire land remains the property of the Shire and cannot be removed in part or full. Appropriate compensation may be made if the club is required to re-locate as a result of a Shire request.

All maintenance of sporting ground lighting is the responsibility of the Shire. This includes the replacement of globes. Globes may not necessarily be replaced as soon as the fault is reported due to maintenance priorities.

3.9 Irrigation

The Shire's sporting reserves are important pieces of public open space which are used by the whole community. The Shire is responsible for the maintenance and operation of all irrigation systems. Clubs are not to access or alter control unit settings under any circumstances. Clubs must notify the Shire immediately if there is any interruption to mains power as this can affect the irrigation settings or of any damage to the system. Clubs must also notify the Shire if there are any faults, leakages or obvious over or under watering. This may be done using the contact details in the back of this guide. For more information regarding water restriction and irrigation of sporting grounds please phone Shane Bacskai, Senior Technical Officer (Parks) on 9780 5646.

3.10 Fencing

The Shire will be responsible for maintaining fences around sporting grounds and the perimeter of reserves. The Shire will provide internal fencing or bollards to restrict vehicular movement to designated areas of a reserve. Bollards and gates must not be removed by clubs except for emergency vehicle access. Temporary fencing of reserves for the conduct of finals and special events will be the responsibility of clubs. Clubs must apply to the Shire seeking prior approval, outlining the proposed event, fence type, location and the manner in which it is to be constructed.

3.11 Line Marking of Sporting Grounds

All line marking is to be provided by the sporting clubs. Seasonal user groups are also responsible for their own line marking. Casual users wishing to line mark must obtain written permission from the Shire to do so. A sporting ground booking is required for the initial line mark out with any top up line marking to be scheduled around mowing and maintenance operations.

The Shire has line marking paint at 50% off cost price available to clubs and can be purchased at the Recreation Centre. Only purpose made line marking paint is to be used. No additives, herbicides, mechanical fluids, oils or construction materials are to be added to any line marking paint.

Clubs undertaking line marking at sporting grounds should be considerate of Workplace Health and Safety requirements while undertaking this activity. All steel pegs and line marking implements are to be counted on and off the sporting ground for the health and safety of the general public and to avoid damage to any mowing and maintenance equipment.

3.12 Advertising / Signage

Any external signage or advertising requires permission from the Shire. Please contact Recreation Services if you have any enquiries. A formal application and payment of fees may be required.

3.13 Access to Lighting

Floodlighting is available on three Shire sporting grounds. Hire of floodlighting is to be arranged with the clubs listed below:

- Gloucester Park Oval: Hawks Football Club;
- Nippers Oval: Recreation Centre; and
- Western Oval: Hawks Cricket Club/Football Margaret River/Hockey Club.

Where lights are installed, a booking is required to access the lighting system. Nippers Oval operates on a Short Message Service (SMS) controller (Halytech), where oval users send a text message to the controller in order to activate and deactivate the lights.

PINs that are issued as part of the Halytech system are required to be kept confidential. Clubs that believe that their PIN has been compromised should contact the Recreation Operations Manager on 0408 572 176 to have a new PIN issued. Clubs who require assistance with the Halytech system should contact the Recreation Operations Manager in the first instance. Detailed instructions for the system are available from Recreation Centre staff.

4.0 Pavilions

4.1 Pavilion Maintenance

A table outlining maintenance responsibilities of clubs and the Shire is summarised under the Pavilion Maintenance Schedule (found at the end of this document).

The Shire will organise inspection of pavilions identifying maintenance issues and assessing cleanliness. Should it be found that clubs are not meeting obligations; the Shire will request they be rectified. If issues are not rectified and/or clubs continue to breach their tenancy, the Shire may rectify the issue at club's expense and/or may withdraw the allocation. Clubs will be charged for deliberate damage, including damage by visiting clubs.

If you have any general maintenance requests please call Customer Service on 9780 5255, or lodge the request online at <http://www.amrshire.wa.gov.au/services/infrastructure/works-request>. Requests for improvements that do not relate to general maintenance should be made in writing and addressed to the Director Infrastructure Services or by email at amrshire@amrshire.wa.gov.au. The Shire is willing to work in partnership with sporting clubs to deliver improvements to facilities.

4.2 Capital Development and Improvements

The Shire aims to provide basic level associated facilities at sporting grounds. Due to funding limitations, the Shire is not able to meet all demands for facility upgrades.

The Shire is responsible for the management of any capital works that are to be undertaken. The Shire will look more favorably on applications for capital works that have the support of other user groups and/or will benefit more than one club or more than one user group.

Prior to seeking funding for upgrades and improvements, clubs will need to present the request, preliminary design plans, costing and confirmation of club contribution at a Sports and Recreation Advisory Committee meeting to gain support.

Once support has been provided by the Sports and Recreation Advisory Committee a written proposal should be lodged with the Shire which includes the above information and a letter of support from the Sports and Recreation Advisory Committee. It should be noted that this information will assist officers in assessing the proposal and in development of a capital works program, however there is no guarantee that the project will be undertaken or funded.

Clubs can apply for funding through agencies such as Department of Sport and Recreation to help contribute to capital works projects at their seasonal ground and/or pavilion. Clubs wishing to apply for funding for a project involving a seasonal sporting ground or pavilion will be required to approach the Shire to discuss the project and get a letter of support to include in their application.

4.3 Building Alterations

Pavilion alterations and capital works are subject to the prior approval of the Shire (as the owner of the building) and may be subject to a Planning Permit.

Clubs wishing to have their pavilions upgraded should apply to the Shire in writing. All applications should include a proposal outlining:

- Confirmation of club contribution/ability to fund;
- Detailed plans;
- Timing of the proposed works;
- Registered contractor to be used;
- Schedule of materials; and
- Letters of support from all other clubs who may be allocated the facility.

No unauthorised and/or illegal building works are permitted. Clubs are responsible for all costs associated with any remedial works required. All building improvements will remain the property of the Shire and cannot be removed in part or in full without prior approval of the Shire. Appropriate compensation may be negotiated if clubs re-locate as a result of a Shire requirement.

4.4 Storage

The storage of equipment is the responsibility of the club.

4.5 Public Toilets

The Shire maintains and pays the utility costs associated with toilets located on Shire reserves that are open to the public. This includes public toilets attached to pavilions. Where toilets are located at a sporting reserve and are only open on match days for members and spectators, the club will be responsible for opening, closing and cleaning.

4.6 Cleaning

Clubs are responsible for all litter generated by their activities. Shire pavilions and sporting grounds must be cleaned and maintained in a state suitable for use by clubs, incumbent clubs and any community groups that use the facilities. It is the responsibility of clubs and other users to leave pavilions and sporting grounds in a clean and tidy condition immediately after use. Supply of cleaning equipment is the responsibility of the clubs.

4.7 Fire Extinguishers

The Shire provides fire extinguishers and fire blankets within each pavilion to comply with Essential Services Regulations. Equipment is serviced regularly to ensure correct operation in the event of an emergency. Missing or damaged equipment found will be replaced at the club's expense.

4.8 Liquor Licenses

The sale of liquor without a license is prohibited. Clubs need to contact Liquor Licensing to apply for a license. The website is <http://www.rgl.wa.gov.au>

For approval to consume alcohol on shire reserve please contact Environmental Health 97805218
Clubs are required to provide a copy of their liquor license or approval to consume alcohol with their application.

The Shire may monitor the observance of liquor licenses. The responsible serving of alcohol is to be managed by the club.

4.9 Smoking in Shire Buildings

In accordance with the, *Tobacco Products Control Act 2006*, all indoor public places and workplaces must be smoke-free including within three meters of a doorway. Penalties apply. If you have further queries, please contact <http://www.health.wa.gov.au/tobaccocontrol>

4.10 Food Registration

If the business, enterprise or activity involves the handling of food intended for sale or the sale of food, you must register as a food business with the Shire's Environmental Health Team. This is regardless of whether the business, enterprise or activity concerned is of a commercial, charitable or community nature or whether it involves the handling or sale of food on one occasion only. It is important to note that the 'sale' of food does not only involve direct monetary exchange i.e. - it also includes prizes or rewards and giveaways for the purpose of advertisement or in furtherance of trade or business. Clarification should always be sought from the Shire to determine if registration is necessary.

If you intend to sell food you are required to complete an Application for Approval to Operate a Temporary Food Stall form to be submitted to Shire of Augusta Margaret River Environmental Health Services – knolan@amrshire.wa.gov.au

4.11 Disability Discrimination Act and Equal Opportunity Act

Clubs must comply with any reasonable request from the Shire in this regard.

4.12 Open Fires

Clubs are not permitted to have open fires of any description inside or outside of pavilions.

4.13 Festivals / Events / Non-Fixture Matches

Clubs wanting to hold festivals or events at their allocated ground or pavilion need to be aware that specific restrictions can apply to insurance cover. This relates to jumping castles and barbecues etc. Standard sporting club insurance does not always cover festivals or open days. Contact Recreation Services for further information on festival specific insurance. Clubs are reminded that use of a sporting facility is for its dedicated purpose. All other events are not included in the tenancy agreement. This includes any match that is not part of the club's fixture competition. All such events and extra matches require written approval.

4.14 Facility Audits / Inspections / Access

The Shire may access facilities at any time to undertake inspections or repairs. Pavilions will be audited and inspected on a periodic basis. Clubs wishing to install security systems must first obtain Shire approval and notify the Shire of the relevant codes.

4.15 Grievance Procedure

All grievances or complaints must be made in writing, addressed to the Chief Executive Officer and emailed to amrshire@amrshire.wa.gov.au.

4.16 Crime Prevention

As a result of anti-social behavior within Gloucester Park, CCTV has been installed on the Western Pavilion as a deterrent against crime and to assist detection of offenders.

There are 4 cameras with recording equipment located on the Western Pavilion. The map below shows the camera locations and the direction they point



As regulated by the *Surveillance Devices Act 1998 (WA)* the recording of private activity is prohibited.

- The footage will only be viewed in the event of an incident and will only be viewed by authorised person or those working with Police on an investigation.
- Footage will be stored for 30 days after which time it is automatically overwritten by the system.
- Where an incident has occurred that requires investigation, Police will contact the Shire to source access to footage which is stored.
- All requests for footage from the public shall be referred to the Coordinator Information Management in writing to the Shire.

- Any complaints made in relation to the CCTV will be handled by the Shire of Augusta Margaret River in the first instance.
- Keys to access the CCTV equipment/footage will be held by:
 - ✓ Recreation Centre Management; and
 - ✓ Margaret River Cowaramup Electrical.

5.0 Contact Details, Applications and Forms

Table 2: List of the Shire's sporting grounds and facilities

Facility	Seasonal Use	Features
Gloucester Oval	Winter: Rugby, AFL, Soccer Summer: Little Athletics	Playing oval, lights, play equipment and goal posts, fully fenced
Nippers Oval	Winter: Soccer, AFL Summer: Cricket, Touch Rugby	Lights, playing oval and surrounds
Western Oval	Winter: Soccer, Rugby Summer: Cricket	Playing oval and lights
Lower Western Oval	Summer: Dog Obedience and overflow parking	Fenced area
Augusta Oval	Winter: AFL Summer: Cricket	Playing oval, lights, play equipment and basketball courts

5.1 Shire Contact Details and Responsibilities

Unit and Contact Person	Responsibilities
Operations Coordinator - Depot Senior Technical Officer (Parks) 9780 5646	<ul style="list-style-type: none"> • Sporting ground maintenance and associated facilities and infrastructure maintenance
Events Officer 9780 5266	<ul style="list-style-type: none"> • Seasonal sporting ground (permits) • Festivals • Open days • Special events
Environmental Health 9780 5218	<ul style="list-style-type: none"> • Food Act registration • To register and inspect all food premises and ensure premises compliance with their food safety program.
Recreation Services Operations Manager 9780 5620	<ul style="list-style-type: none"> • Capital works proposals and proposed pavilion works • Sporting facility requirements • Advice on potential grant funding opportunities • Club development advice • Bookings

5.2 Tenancy Agreement Application

Club Name: _____

Allocation (please circle)

Summer

Winter

We the undersigned, having read and understood the Sporting Ground User Guide and Tenancy Application hereby agree to ensure that all members of the above named club/organisation will comply with the terms and conditions of the guide

Club President

Print Name: _____ Signed: _____

Club Secretary

Print Name: _____ Signed: _____

Sporting Ground and Pavilion Inspection

To be completed at the sporting ground inspection following the application being submitted.

I hereby confirm that a sporting ground and pavilion inspection has been completed with Recreation Operations Manager and that:

_____ (Club) is

prepared to enter into a seasonal agreement with the Shire.

Print Name: _____ Signed: _____

Position in Club: _____

5.3 Club Contact Details

Club Name: _____

Club Postal Address (not sporting ground): _____

_____ Postcode: _____

Please indicate ONE person as the preferred contact for all correspondence between the club and the Shire by placing a cross next to the person's name. This person must provide an email address for all electronic correspondence.

Club President: _____

Address: _____

_____ Postcode: _____

Phone: _____ Mobile: _____

Email: _____

Club Secretary: _____

Address: _____

_____ Postcode: _____

Phone: _____ Mobile: _____

Email: _____

Club Treasurer: _____

Address: _____

_____ Postcode: _____

Phone: _____ Mobile: _____

Email: _____

Competition details – Association: _____

Key holders' names and contact number (home and mobile):

1) _____

2) _____

3) _____

4) _____

5.4 Sporting Ground and Pavilion Hours of Use

Time	Ground	Pavilion	Team/Purpose
Monday			
..... to			
Tuesday			
..... to			
Wednesday			
..... to			
Thursday			
..... to			
Friday			
..... to			
Saturday			
..... to			
Sunday			
..... to			

5.5 Pavilion and Ground Maintenance Responsibilities

NB: Some conditions may be subject to clause in specific lease on clubs.

Clubs must have a demonstrated safety plan in place when undertaking any maintenance or works on pavilions or sporting grounds.

No.	Maintenance Item	Shire Responsibility	Sporting Organisation Responsibility	Standard or Frequency
1	Air conditioning, evaporative coolers and fixed ventilation fans	Nil	All	
2	Alarms/CCTV	Nil	All monitoring fees, maintenance, repairs of alarms and call out costs. Supply of codes/keys to the Shire for regular maintenance access	
3	Cleaning	Nil	All	To acceptable standard
4	Doors, roller doors, roller shutters, grills, door furniture, door closers, and locks. (excluding lock cylinders)	Maintenance and repairs of external building access doors etc. supplied by the Shire as part of the building	Maintenance and repairs of all internal doors	
5	Earth leakage circuit breaker	All installation and maintenance	Nil	To Australian Standard and regulations
6	Electricity supply mains, sub-mains and switchboards	Replacement/repair if faulty	Upgrade (if required) due to additional or alterations of equipment installed	To Australian Standard and regulations
7	Electrical wiring, power points and light fittings	Replacement of faulty fixtures, fittings and wires (as part of capital works priority list unless emergency)	Minor maintenance e.g. replacement of light globes and fluorescent tubes, safety screens	To Australian Standard and regulations
8	Exit signs and emergency lighting	All	Nil	As required by legislation twice yearly
9	Firefighting equipment- portable e.g. fire extinguishers, hoses and cabinets	All maintenance and regular servicing. Recharges after fire related discharges	Cost incurred for recharging after non fire related discharges, and replacement costs for items missing or stolen	As required by legislation twice yearly

No.	Maintenance Item	Shire Responsibility	Sporting Organisation Responsibility	Standard or Frequency
10	Fixtures, fittings and equipment	Nil	Free standing and permanent built-in equipment, furniture and appliances. Includes: microwave ovens, fridges/freezers, heaters, washing machines, hand driers, shelving, cupboards, telephones, photocopiers, ovens, stoves, dishwashers, ceiling fans, auto boils etc.	
11	Floors and floor coverings - cleaning	Nil	All	
12	Floor coverings - repair	Nil	All	To health and safety requirements
13	Floor coverings - replacement	All	Nil	10-15 year cycle (dependent on condition report after inspection)
14	Floor maintenance - timber	Nil	All	
15	Furniture and equipment	Nil	All	
16	Grease traps	Nil	All	
17	Guttering and downpipes	All	Nil	As required
18	Heaters	Approval for installation	All purchase costs and maintenance	Heaters need to meet Australian Standards
19	Inspections	3 monthly inspections to identify and priorities maintenance works	Inspections after change of occupiers/users to identify damaged or neglected items that required cost recovery	Annual and others as required

No.	Maintenance Item	Shire Responsibility	Sporting Organisation Responsibility	Standard or Frequency
20	Keys, locks cylinders and padlocks	Repairs of vandal damage on locks fitted to external doors only. System integrity check. Provide Master Keys for internal doors if required.	Repairs of vandal damage on locks fitted to internal doors. Costs of repairs or replacement of all locks, cylinders and keys, and extra keys as required. Supply of keys to the Shire for maintenance inspections and access. All locks on internal doors need to be part of the Master Key system of the building. Clubs to pay for Master Keys for internal doors if required.	
21	Painting - external surfaces	Supply of paint	External painting. Apply through alteration form	Five year cycle (dependent on condition report after inspection). To Australian Standards
22	Painting - internal surfaces	Nil	All following approval from the Shire	To Australian Standards
23	Paving and footpaths	Repair or replacement if required and through priority maintenance system and capital works	Nil	
24	Pest and vermin eradication	Nil	All	To Australian Standards and the requirements of the Shire's Health Team
25	Plumbing maintenance. Including hot water service, roof plumbing, storm water and water	Connections and replacement of faulty fixtures, fittings and piping	Minor maintenance as required	

No.	Maintenance Item	Shire Responsibility	Sporting Organisation Responsibility	Standard or Frequency
26	Toilets	All maintenance if open to the public daily	All maintenance and cleaning if open to the public only on match and training days as outlined in the guide	
27	Security grill and screens (outside)	All if fitted	Nil	
28	Security lighting	All security lights attached or wired to the building	Nil	
29	Septic tank pump outs	All	Nil	As required
30	Sewer blockages	Shire to investigate blockages and apportion cost to the relevant body responsible for blockage	Costs associated with blockages caused by the occupier/user	
31	Sewer pumps	All	Nil	
32	Signage maintenance. Club identification and hours	Maintenance of signage installed by the Shire	All other club identification signage	To the Shire's Planning requirements
33	Smoke detectors	All	Nil	
34	Telephone and data wiring, television antennas	Nil	All with approval from the Shire prior to works beginning	
35	Tiles - wall and floor	All	Clubs to apply through the Shire	
36	Trees - removal and pruning	All	Nil	Request and approval required
37	Utility charges - electricity, water	Nil	All	
38	Vandalism, including break ins	Repairs to the building structure and external doors, windows	Repairs to internal fixtures and fittings	
39	Walls (internal), partitions, ceilings	Nil	All. Includes painted finishes. Excluding paint	
40	Window fittings and furnishings. Curtains and blinds	Nil	All	

No.	Maintenance Item	Shire Responsibility	Sporting Organisation Responsibility	Standard or Frequency
41	Windows - glazing replacement	All external. Provided not required due to neglect or poor supervision by occupier/user	All internal. Costs incurred for negligent breakages of external glazing	To Australian Standards
42	Coaches boxes	Nil	All	Prior approval required from the Shire
43	Cricket pitches - cover and uncover (end and start of season)	All	Nil	Change of season – refer to guide
44	Cricket pitch - concrete base	All	Nil	Replacement and repair as required and subject to budget and safety priorities. Refer guide
45	Cricket pitch - synthetic surface	Up to 50% replacement cost of central synthetic wicket. Up to 25% cost of practice synthetic wickets	Balance of funding	Refer guide
46	Cricket pitch - turf - maintenance	Nil	All maintenance including line marking, mowing, and rolling	Refer guide
47	Fencing and gates - maintenance	All	Nil	As per priority works
48	Sporting floodlights	All maintenance and globe replacement dependent on capital works and priority	Shared cost of upgrades	Refer guide
49	Football and soccer goals and posts	All	Protective equipment and removal after use	To competition/ association standard
50	Hard rubbish	Nil	All	
51	Line marking	Nil	All at the start of season requirements for the season	To competition standards