

wyndhamcity

Wyndham's Sports Facility User Guide

2020 - 2025

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Definitions

Advertising signage – all permanent and temporary board, notice, structure, banner or similar devices. Advertising signage includes sponsorship and promotional signs but does not include signage that Council is responsible for installing and maintaining.

Commercial Operator – any organisation or individual that charges a fee or membership for leisure services, is a registered business and holds relevant insurances and licences. This does not include: charities; or non-profit organisations that primarily operate in Wyndham and whose office bearers do not financially benefit from the organisation's activities.

Emergency Relief Centre – A building or a place that has been activated for the provision of life support and essential personal needs for people affected by, or responding to an emergency, and is usually established on a temporary basis to cope with the immediate needs of those affected during the initial response to the emergency.

Fair Wear and Tear – changes that happen due to normal use, or changes that happened due to ageing, when an item is used competently and with care and proper maintenance.

Healthy Sporting Environments – a facility and culture which supports mental and physical health through the implementation of policies, programs and practices to ensure that:

- **Alcohol** is served and consumed responsibly
- A variety of **healthy food and drink choices** are available in line with the Healthy Choices Guidelines for Sports and Recreation Centre's
- All sports facilities are **Drug and Smoke-free**
- The User is **inclusive** of all people of varying ages, interests, gender, identities, abilities and cultures and provides safe, supportive and meaningful opportunities to participate, free from discrimination and fear of violence
- **Injury prevention** and management is prioritised within clubs
- Measures are taken to reduce **harmful exposure to UV**
- **Community programs** are delivered which educate and/or support club members to make positive choices regarding physical and mental wellbeing, social responsibility, respectful relationships etc.

Incorporated Association – an incorporated association is a legal entity separate from its individual members. Associations are incorporated under the state or territory legislation in which they operate. They are restricted to operating within that state or territory (Source: ATO 2014).

Naming rights – the right for a user to name/brand a facility, event or program for its activities only and for the name/brand to be reflected on signage and communications relating to such activity only in accordance with Section 6 (p. 25).

Non Profit Organisation – an organisation that is not operating for the profit or gain (either direct or indirect) of its individual members. This applies both while the organisation is operating and when it winds up (Source: ATO 2014).

Social Function – a Social Event held by the User of a sports facility for the benefit of its members including fundraising events and User celebrations. It does not include use by individual members for personal events such as birthdays and christenings.

Sports Facility – Any outdoor sports ground (ovals, pitches, courts, diamonds, etc.), parkland immediately surrounding sporting facilities, pavilion (building aligned to the sports ground) or related facility that is provided by Council for the primary purpose of sports and leisure participation.

Sponsor – an entity that pays a user for the right to promote itself and its products or services in association with the User.

Sponsorship – a cash and/or in-kind fee paid (typically sports, entertainment, non-profit event or organization) in return for access to the right to promote itself and its products or services in association with the User.

Unhealthy food and drink – defined as **Discretionary Food and Drink Choices** including sweet biscuits, cakes, desserts and pastries; processed meats and fattier/salty sausages; sweetened condensed milk; ice cream and other ice confections; confectionary and chocolate; savoury pastries and pies; commercial burgers with a high fat and/or salt content; commercially fried foods; potato chips, crisps and other fatty and/or salty snack foods including some savoury biscuits; cream, butter and spreads which are high in saturated fats; sugar-sweetened soft drinks and cordials, sports and energy drinks and alcoholic drinks. (Source: <http://www.eatforhealth.gov.au/food-essentials/discretionary-food-and-drink-choices>)

1. Introduction

The *Sports Facility User Guide* outlines how Wyndham City provides facilities that allow more people to participate more often in physical activity and their local communities. The policy sets out how to access these facilities, their cost and any conditions of use.

The primary aim of the policy is to outline clear operational and governance arrangements for the occupation of Council's facilities which support progress towards the Active Wyndham Strategy (draft) vision of more residents meeting nationally recognised physical activity guidelines.

1.1 Policy Statement

Council provides fair and equitable occupancy arrangements for the use of sports facilities which encourage shared use and a place of community connectedness.

1.2 Who will be affected by this User Guide

Incorporated Non Profit Community Sports Clubs
Incorporated Non Profit Community Groups
Registered Fitness, Recreation or Leisure Industry Business'
Education institutions including schools
Regional and State Sporting Associations
The Wyndham Community

1.3 Relevant Documents

Wyndham City Plan 2017-2021
Wyndham 2040: A Place for People
Active Wyndham 2045
Wyndham Sport Strategy 2045

1.4 Principles of Occupancy

The principles of occupancy outline the considerations for use of Council facilities by the community. The two documents used to guide the review of the policies include *Wyndham 2040: A Place For People* and the *Active Wyndham Strategy (draft)*.

1.5 Principles

The Principles underpinning the User Guide are to:

- Maximise the use of facilities through inclusive **participation** in active leisure by the whole community including people of varying ages, interests, gender, identities, abilities and cultures.
- Provide safe, supportive and respectful opportunities to **participate**, free from discrimination and fear of violence
- Acknowledge the leadership role of sports clubs in the community and the social **responsibilities** that entails.
- Support local **access** to local facilities to increase community connectedness.
- Ensure **equitable** community participation in recreation and leisure pursuits.
- Support Users to work in partnership to provide friendly inclusive environments.
- Outline a fair and **equitable** process for use of the sports facilities and pavilions ensuring the fees reflect the standard of the facilities.
- Support User groups to be financially viable while promoting social **responsibility**.
- Support User groups to provide **access** to healthy environments which promote community wellbeing.

- Enable Council to address the **access** needs of growth activities and diversity of opportunities.
- Form strong **partnerships** between Council and Users regarding **responsible** facility use, and
- Provide transparency in the **responsibilities** for use and maintenance of outdoor sports facilities.

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2 Facility Allocation

2.1 Sports Facilities

Wyndham allocates sport grounds, hard courts, pavilions and associated infrastructure located within Public Open Space through an application process.

There are three categories of facilities which include A (highest level), B (medium level) and C (lowest level). Consideration for classification is based on:

- Playing Area – size and standard
- Pavilion
- Maintenance Cost
- Level and Type of Sport Played
- Additional Infrastructure
- Population Catchment

Refer to Appendix A for detailed classification of existing sports facilities (p. 30).

2.2 Allocation Periods

Allocation is available on a seasonal or annual (two season) basis and includes preseason and finals use.

Seasonal allocation periods include:

Winter Preseason	Winter Season	Summer Preseason	Summer Season
November 1 st to March 31 st (Senior Teams Only)	April 1 st – September 30 th or the end of the season if earlier	May 1 st to September 30 th (Senior Teams Only)	October 1 st – March 31 st or the end of the season if earlier
February 1 st – March 31 st (Junior Teams)		August 1 – September 30 (Junior Teams)	

Note: For seasonal allocations, Council will commence the seasonal changeover to prepare sportsgrounds for the next season following the last fixtured match (home and away or finals).

Off-season allocations (e.g. a winter sport during the summer season or vice versa) will be considered by Council where the User can demonstrate:

- That they are playing in a competition/league affiliated with their peak body (e.g. Mid Year Cricket Association); or
- The activity the User is offering is tangibly different to pre-season training (for example, a Social Small Sided Competition, Skill Development Program or Drop In Sport etc); and in both cases
- The opportunity to participate is open to the broader community, not just existing members.

Allocation priority will be given to Users who are 'in season'.

2.3 Eligibility Criteria

Applicants must meet the following criteria to be considered for a seasonal or annual allocation of a Council owned outdoor sports facility:

- Be a not-for-profit organisation;
- Be legally registered (incorporated etc) and up-to-date with any regulatory reporting requirements (e.g. Consumer Affairs Victoria);
- Carry the level of public liability insurance coverage required in the terms of the occupancy agreement;
- Have a good record of paying fees and completing administration requirements in a timely manner;
- Demonstrate financial viability;
- Have upheld its obligations under previous agreements it has had with Council (where applicable) or others (e.g. to pay fees, water, electricity, gas, etc.);
- Be free from any offence against any law;
- Have maintained a record of good citizenship and not demonstrate a past history of substantiated complaints by local residents, other Users of the facilities or their peak sporting body; and
- Demonstrate a history of, or intention to actively implement policies, programs and practices to ensure that the club provides a healthy sporting environment.

For profit organisations are not eligible for seasonal/annual allocations but can access facilities through Casual Hire (Section 3.3, p. 13) or a Small Business Partnership (Section 3.9.1, p. 15).

2.4 Allocation Process

Application to use a sports facility must always be made by completing the *Seasonal Allocation Application Form* and submitting it to Council for approval. Seasonal use will be given priority over pre-season and casual allocation.

Existing Facilities

- Applicants complete and submit to Council a *Seasonal Allocation Application Form*
- Council will assess the application against Section 2.5 *Selection Criteria* (p. 11)
- Successful applicants will enter into an occupancy agreement with Council

New Facilities and New Sports Clubs

- Council will allocate new facilities as outlined in the *Recreation and Sports Club Development Framework 2014* (Appendix H, p. 51) in consultation with the community.
- New clubs will be developed in line with the *Recreation and Sports Club Development Framework 2014* (Appendix H, p. 51). Clubs who do not develop through this process will not be given priority access to Council facilities.

2.5 Selection Criteria

Council receives many applications for the use of its sports facilities, and consequently not all of these will be successful. Council will consider the following criteria when determining which Users will be offered an occupancy agreement:

- Availability of a suitable facility.
- Applicant's principles align with Council's principles.
- Applicant serves the needs of Wyndham residents, particularly those local to the facility.
- Applicant meets an unmet need within the community.
- Applicant has sound governance structures and is willing to improve its operations, relevant to the nature of the group.
- Applicant requests for facility times that are relevant to its actual needs.
- Applicant's flexibility to be able to share the facilities with other groups.
- The applicant's history and/or ongoing commitment to being a good sport and responsible citizen including its participation in programs that promote social responsibilities such as Good Sports, Respectful Relationships, Councils for Gender Equity, Looking After Our Mates, Road Safety Victoria or similar.
- Applicants capital investment at the facility (*Sports Facility Capital Works Development Guide*).
- Affiliations the group has with other bodies.
- The applicant's commitment to inclusive and respectful environments that actively support the participation of groups traditionally underrepresented in sport and recreation participation (women & girls, culturally & linguistically diverse, indigenous, all abilities etc).
- The applicant's awareness of its leadership role in the community and the responsibilities that entails (e.g. through responsible alcohol management and positive role modelling with young people).
- The applicant's commitment to inclusive participation (e.g. age diversity through investing in junior development programs).

Applicants that do not agree with the outcome of their application are to follow the Grievance Procedure outlined in *section 7.1 Resolution and Grievance Procedure (p. 29)*

3 Occupancy Agreements

There are four types of occupancy agreements that Council will enter into for the use of its outdoor sports facilities: lease, licence, casual hire agreements and joint use agreements.

3.1 Lease Agreements

A lease will only be considered in exceptional circumstances and consider the following:

- Providing exclusive rights to a single User is in the best interests of the community where a superior net community benefit is realised. Sports grounds and/or change rooms are not available for exclusive use.
- The facility requires specialised operational skills.
- A capital contribution is provided by the Users to the capital development of the facility (*Sports Facility Capital Development Guide 2015*).

Each case will be assessed on its individual merit with a minimum term of 1 year and a maximum term of 10 years.

3.2 Licence Agreements

A licence is an agreement for non-exclusive use of a facility between Council and the User. The Licence grants the User permission to use Council property for specific days and times.

Seasonal and annual licence agreements are the preferred means of allocation for sports facilities.

The duration of a licence will be guided by the following principles:

- The minimum term of one season (a six month duration as detailed in Section 2.2, p. 9) will generally be offered to any User with a forward three year in principle commitment (for allocation on a seasonal basis) provided Licence conditions are met;
- A longer term licence will be offered where a User makes a Capital Contribution to the facility in line with the *Sports Facility Capital Development Guide 2015*;
- A longer term licence may be offered where a User has entered into a longer term Council lease agreement for a property associated with the facility for which the licence is sought; and
- The particular circumstances surrounding the allocation of a facility having regard to the needs of Council and the User.

3.2.1 Users

Users will be categorised into primary and secondary Users where a facility has shared use.

Primary Users:

- Are responsible for the payment for all utilities charges used during the term of its occupancy agreement;
- Are responsible for coordinating cleaning and waste management at the facility;
- Are responsible for keeping relevant amenities stocked (e.g. toilet paper, soap etc.);
- Are responsible for accurately recording hours of use;
- Will have priority access to licenced facilities for competition and training;
- Will have priority access to any kitchen/bar facilities; and
- Will have priority advertising opportunities in line with Section 6 (p. 25).

Note that Council may appoint itself as the Primary User of a facility due to funding, management or operation obligations, in which case all other Users of that facility will be considered Secondary Users.

Secondary Users

- Are responsible for any maintenance costs (non wear and tear) that are required as a result of their use;
- Are required to pay an Amenities Levy to reimburse the Primary User for utilities and amenities, as outlined under *Section 4: Fees and Charges Contributions (p. 17)*;
- Are responsible for adequately cleaning the facility after their activities, including putting all waste in bins provided at the facility; and
- Are responsible for accurately recording hours of use

Users' status of primary or secondary User is stated in each individual User's *licence agreement*.

3.3 Casual Hire Agreements

A Casual Hire agreement is used when an applicant requests a facility on a once-off or ad hoc basis via completion of the *Casual Ground Application Form*. Each casual hire agreement needs to be approved by Council before the facility can be occupied. Casual hire Users will always be considered a Secondary User.

3.4 Joint Use Agreements

Council may enter into a Joint Use Agreement with State Government Departments to realise the potential of a co-located facility. An example of this would be an agreement with the Department of Education and Training. A Joint Use Agreement will need to reflect *Section 1.5 Principles (p. 7)*.

3.5 Special Consideration

Council reserves the right, to negotiate with individual groups specific amendments to the terms and conditions for each agreement.

3.5.1 Preseason Training

Seasonal Users may apply for a facility allocation for a pre-season training period prior to their main season of competition. Requests are to be made via *Pre-Season Training Form*.

Facility allocations for primary tenants (i.e. those 'in season') and sportsground maintenance requirements will take priority over pre-season training requests.

Council will consider pre-season training requests in accordance with the following considerations;

- Existing facility allocations at the requested facility;
- Existing surface condition at the requested facility;
- Senior & Reserve Teams: A maximum of two nights per week for the period November 1st to March 30th (Winter tenants) or May 1st to September 30th (Summer tenants).
- Junior Teams: Requests commensurate with the User's level of participation for the period February 1st to March 30th (Winter) or August 1st to September 30th (Summer).

Where a facility is accessed by a User without a pre-season allocation, Council may charge the casual hire fee in lieu of a formal booking being made.

3.5.2 Special Events

Special events hosted by regular Users of sports facilities are to be identified in the User's *Seasonal Allocation Application Form*. All events outside of a User's licence period require individual application to Council via *Casual Ground Application Form*. Applications:

- Will be considered on a case by case basis.
- Will consider other Users that already have an allocation for the requested dates and/ or time(s) at requested sites.
- Will require written approval from Council before the licensee may occupy the facility.

3.5.3 School Use Of Sports Facilities

Schools can apply for the use of Wyndham sports facilities for interschool sport and physical education via the *Casual Ground Application Form*. Requests for recess/lunch play will not be considered by Council unless agreed in a Joint Use Agreement. All bookings will be subject to ground availability and condition.

Schools will complete a *Wyndham School Contacts and Facilities Form* prior to their first sports facility booking for each school year outlining key contacts, school facilities, facility availability, hire costs and existing user groups accessing the facilities.

Based on the information provided in the *Wyndham School Contacts and Facilities Form*, schools will be categorised into one of three categories which will inform the hire fees applicable for sports facility bookings as detailed in *Section 4: Fees and Charges Contributions (p. 17)*.

- Category I: Wyndham Schools, which provide community access to school facilities.
- Category II: Wyndham Schools, which don't provide community access to school facilities.
- Category III: Non-Wyndham Schools.

3.5.4 Emergency Relief Centres

Occupancy Agreements for sporting facilities nominated as Emergency Relief Centres as identified in the *Wyndham Municipality Emergency Management Plan 2011* will ensure access requirements are met to successfully fulfil the obligations of this role.

3.6 Signing of Agreements

Once the terms of an individual **lease or joint user agreement** have been finalised the agreement will be presented to Council at an Ordinary Council Meeting for endorsement and then sent to Users for signing.

Once the terms of an annual or seasonal licence or casual hire agreement have been finalised, the agreement will be authorised by Council officers and sent to Users for signing.

3.7 Communication

The User will appoint a Council Liaison Officer to communicate directly with Council's Sport and Recreation Officer on all matters relating to their occupancy.

3.8 Reporting Requirements

Upon applying for the regular use of a sports facility, and prior to every season once an agreement has been entered into, Users must complete the *Seasonal Allocation Application Form* and provide the following documents:

- Current Incorporation Certificate (First Year Only)
- Public Liability Certificate of Currency
- Annual General Meeting (AGM) Report
- Annual Financial Statement (e.g. as submitted to Consumer Affairs Victoria)
- A Key Registry held by the user for all keys allocated by Council
- The condition report for the facility

From time to time Council may undertake a key audit. On request from Council, Users must physically present to Council every key for the facility that has been allocated to the User.

3.9 Sub-letting

Unless a specific provision has been made in a User's lease or licence agreement the sub-letting of Wyndham's outdoor sports facilities to schools and other User groups is not permitted.

3.9.1 Small Business Partnership

An exception to the aforementioned sub-letting clause involves the opportunity for Primary Tenants of a sporting reserve to apply to include the hours of one or more small business physical activity providers within their Seasonal Allocation. The purpose of this exception is to increase the breadth of activities available at a reserve to increase physical activity participation, forge stronger ties between community clubs and local small businesses and the networks they service and add an additional revenue/resourcing stream to improve the sustainability and viability of both groups.

Full guidelines/regulations relating to the Small Business Partnerships are available at *Appendix I (p. 52)*.

3.10 Accessing the Premises

Key and/or swipe card access is provided through Council's key register. A bond is required per key at the time of pickup from the Wyndham Civic Centre.

Upon return the key bond will be refunded in line with Council's standard process.

3.11 Vacating the Premises

At the end of an occupancy agreement the User will notify Council of the exact date when the facility will be vacated. The User is required to return the facility to Council in the same condition as to when initially occupied in line with clause 5.3.

3.12 User Windup

In the event that a User is no longer a viable entity and winds up during the period of an occupancy agreement the User is to confirm the final date of occupancy with Council and complete the handover process.

3.13 Facility Closure

Council aims for all facilities to operate throughout minor works and repairs undertaken by Council. Should a facility be compromised due to unforeseen vandalism, misuse or emergency maintenance Council will try to accommodate the User's activity at the site or relocate activity for the period of facility closure. Council may not be able to accommodate User requirements in rare events.

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4 Fees and Charges Contribution

The fees and charges contribution for the use of Council's sports facilities outlines a framework for fair and equitable financial contributions by Users for the use of facilities.

Sports Facility overall cost of operation are heavily subsidised by Council with a small contribution made by Users. The subsidy is provided to allow Users to provide accessible and inclusive opportunities for the whole community. Refer to *Appendix B: Schedule of Fees and Charges Contributions (p. 31)* for all sports facility fees and charges.

Classifications for Sports Facilities are outlined in *Appendix A (p. 30)*.

4.1 Lease Fees

Users entering into a lease agreement for a Council owned sports facility will be subject to the annual rental fees determined by market rental. A discount to the market rental may be considered, in line with any Council strategies/policies relating to leasing (e.g. a Community Facilities Leasing and Licencing Policy or equivalent), in acknowledgement of the community benefit delivered by the User.

Once the rental fees have been determined, the lessee will be informed of the applicable rate.

4.2 Licence Fees

Users entering into a licence agreement for a Council managed sports facility will be subject to the seasonal fee contributions outlined in *Appendix B: Schedule of Fees and Charges Contributions (p. 31)*. These fees have been set according to industry standard and will increase annually in line with cost of living increases (3% rounded to the nearest \$5.00).

In situations where a pavilion and/or sportsground facility is undergoing major renovation works and is completely unavailable for use, no licence fees will be charged for that facility (i.e. where a pavilion or sportsground can be used without the other) or any alternative facility that the User is required to relocate to for an interim period. This approach will be applied on a pro-rata basis where only part of the season is affected and does not include lighting and/or services and amenities fees.

4.3 Casual Hire Fees

Groups that form a casual hire agreement with Council for a particular facility must pay the applicable Casual Hire Fees as described in *Appendix B: Schedule of Fees and Charges Contributions (p. 31)*. Casual Hire Fees will apply to Commercial Operators and all other applicants.

From time to time Council receives requests from Users to waive Casual Ground Hire Fees. Council will apply the following principles when considering these requests;

- The activity will provide a physical activity opportunity for the Wyndham community; and
- The activity is a single use, or irregular; and one of
 - Is being organised by a Registered Charity; or
 - Is open to the whole community to participate in at no cost; or
 - Facilitates participation for a segment of the community traditionally underrepresented in sport and recreation participation at no cost.

4.4 Utilities and Amenities Fees

The Primary User is responsible for the connection and payment of all utilities charges during the term of its occupancy agreement. The Primary User is also responsible for keeping relevant amenities stocked (e.g. toilet paper, soap etc.) for the facility.

Unless otherwise negotiated with Council and the Primary User, all Secondary Users that use facilities are required to pay applicable amenities and service fees as outlined in *Appendix B: Schedule of Fees and Charges Contributions (p. 31)*.

100% of Amenities Fees collected by Council will be reimbursed to the Primary User to contribute towards utility, maintenance, amenities and fair wear and tear expenses.

4.5 Sportsground Lighting Fees

Unless negotiated otherwise with Council and the Primary User, sports Lighting Fees are applicable to Secondary and Casual Users that use sports lighting at a facility.

Where one field/court cannot have sports lighting independently of another, the User will be required to pay for the lighting of both fields/courts.

Council will reimburse the Primary User 80% of collected Sports Lighting Fees to contribute towards utility expenses (expenses borne by primary tenants) with the balance to be retained by Council to contribute towards maintenance and asset replacement costs (expenses borne by Council).

4.6 Preseason Use

Fees for preseason will be determined on a pro-rata basis (e.g. two months is one third of a season, thus season allocation fees will be divided by three for the occupied facility).

4.7 Synthetic Sports Facility Fees

Wyndham Synthetic Sports Facilities can be hired for periods of casual hire unless agreed within the terms of a *Sports Facility Licence Agreement*.

Special Synthetic Pitch rates apply for some Users; refer to *Appendix B: Schedule of Fees and Charges Contributions (p. 31)*.

4.8 Turf Wicket Fees

The cost associated with the seasonal preparation and management of turf wickets is outlined in the *Wyndham Turf Wicket Policy 2014*.

Turf wickets are available for hire unless otherwise advised between 1 October and 31 March. A fee for the casual use is collected by Council as outlined in *Appendix B (p. 31)*. Fees are specific to the preparation of the wicket for its Casual Use allocation.

Turf wicket facilities are not available for the period between 1 April and 30 September. At the discretion of Council, turf wickets may not be available during the period 1 October – 31 March due to damage or maintenance requirements.

4.9 School Use Of Sports Facilities Fees

Sports facility hire fees for schools will be applied in accordance with the table below and invoiced at the end of each school term.

Use	Category I	Category II	Category III
Interschool Sport	In Line With Licence Costs	Standard Hourly Rate	Standard Hourly Rate
PE	In Line With Licence Costs	Standard Hourly Rate	Standard Hourly Rate
Play	Not Permitted Unless Via JUA	Not Permitted Unless Via JUA	Not Permitted Unless Via JUA

Where:

Category I: Wyndham Schools, which provide community access to school facilities.

Category II: Wyndham Schools, which don't provide community access to school facilities.

Category III: Non-Wyndham Schools.

4.10 Sports Development Framework Subsidy

As part of Council's Recreation and Sports Club Development Framework, newly formed groups may be eligible for discounts to their facility fees and other costs as detailed in *Appendix B: Schedule of Fees and Charges Contributions (p. 31)*. Please refer to the *Sports Development Framework 2014 (Appendix H, p. 51)* for specific details.

4.11 Bonds

A Sports Facility bond is not collected for seasonal allocation of Primary Users.

Casual Hirers and Secondary Users must lodge a \$500 sports facility bond with Council at the time that Sports Facility keys are issued. If, upon vacating the premises, the User leaves the premises in an unsatisfactory state, the User will receive a written notice of the faults and will be given a set time to remedy these. If the faults remain at the end of the notice period, Council will use the bond money to remedy the premises to the appropriate standard. If the cost of making good exceeds the bond then Council will invoice the User for the additional amount. All such debts must be settled before the User can regain access to any Council premises.

A key bond as detailed in *Appendix B: Schedule of Fees and Charges Contributions (p. 31)* is required from all Users before keys will be allocated. Key bonds will be refunded upon return of the relevant key(s).

4.12 User Classifications

Unless otherwise stated all fees identified in *Appendix B Schedule of Fees and Charges (p. 31)* represent fees associated with use by Non Profit Community Groups including Sports Clubs.

4.12.1 Commercial Operators and Personal Trainers

Council seeks to promote participation in active leisure opportunities and this may also include opportunities provided by commercial operators. Commercial operators will be charged a benchmarked market rate for outdoor sports facilities, with the exception of the Amenities Levy and Sports Lighting Fees.

Commercial operators and Personal Trainers that wish to use open space that is not a sports facility are required to obtain appropriate Council permits in line with Commercial Fitness Providers Using Council Open Space Policy (2016).

4.13 Payment Terms

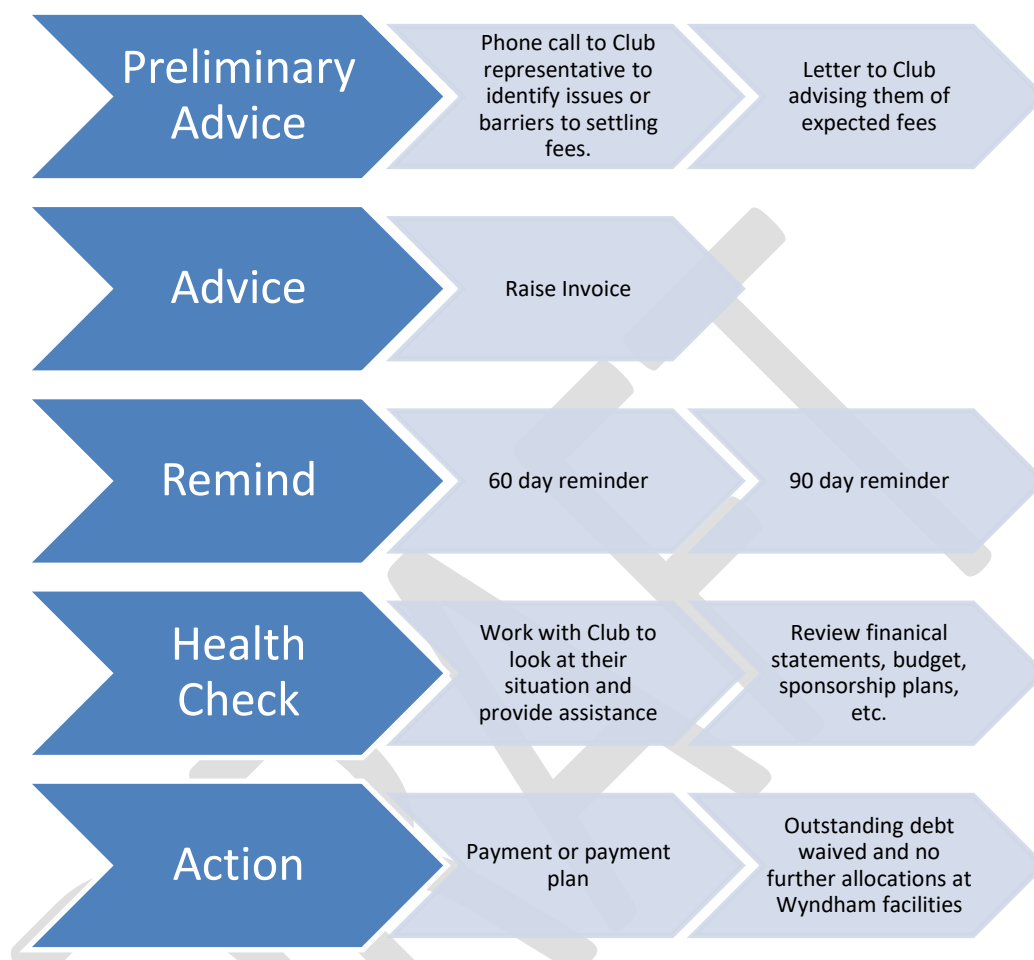
Payment terms for lease / licence fees are 30 days from the date of the invoice.

4.13.1 Goods and Services Tax (GST)

All fees listed in *Appendix B: Schedule of Fees and Charges Contributions (p. 31)* are inclusive of GST.

4.13.2 Payment Management

Council acknowledges that from time to time Users will experience financial hardship due to a range of exceptional circumstances. In these instances, Council is committed to working alongside Users to build capacity and sustainability within their operating activities to support the User to clear any outstanding debts.



4.13.3 Outstanding Debt

If debt is not recovered from a User after the undertaking of steps outlined in 4.12 *Fee Payment Process* the User will not be allocated Wyndham sports facilities into the future. Should the User disband and reform under a new entity, the new committee must not be represented by committee members of the existing User.

The establishment of all new clubs will follow the *Sports Development Framework 2014*.

5 Maintenance of Council Sports Facilities

Council's sports facilities require maintenance to be undertaken by both Council and its Users. The below outlines general maintenance responsibilities required by all parties including Council, Primary and Secondary Users.

Maintenance responsibilities reflect Council standard facility provision in the *Outdoor Sports Facility Capital Development Guide (2015)*. Site specific maintenance responsibilities are outlined in an Annexure to a User's License or Lease Agreement.

5.1 Responsibilities

5.1.1 Primary Users

The Primary User is responsible for maintaining a clean facility at all times and carrying out maintenance as described in *Appendix C Schedule of Maintenance p. 35*.

The Primary User will advise Council of any damage.

Damage due to negligence or misuse must be repaired by the User to the satisfaction of Council within an agreed timeframe. Damage by other Users must be reported to Council.

Damage repair may be completed by the Primary User through a *Sport Facility Tradesperson Agreement (Section 5.2, p. 22)*. Where a *Sports Facility Tradesperson Agreement* is not in place Council will repair the works at the Users expense.

5.1.2 Secondary Users

It is the responsibility of Secondary Users to ensure:

- the facility is left clean and hygienic following each use
- to notify Council's Sport and Recreation Development Officer (SRDO) of any incidences of vandalism or damage due to negligence or misuse
- to notify Council of issues that relate to maintenance, cleanliness, or proposed minor / major works

Damage due to negligence or misuse by the Secondary User will be repaired by Council. Council will use bond money to remedy the premises to the appropriate standard. If the cost of making good exceeds the bond amount, or where a bond was not initially paid by the User, Council will invoice the User for the outstanding cost of repairs.

5.2 Sports Facility Tradesperson

The Primary User can enter into a *Sport Facility Tradesperson Agreement* to allow a timely and safe response to sports facility requirements.

Sports Facility Tradespersons must be qualified and or licenced and hold appropriate insurance covers to be considered. A User may have one or more tradespersons agreements to support different facility needs.

Works endorsed for completion by Sport Facility Tradespersons will be outlined in agreements. Cost for the completion of all works undertaken by the Club Tradesperson is the responsibility of the User.

5.3 Sports Facility Changeover

Sports facility changeover will take priority after the last use of the home and away and/or finals period. Council will schedule use of facilities to prioritise the required changeover programs. Programs will be site specific and may vary annually to accommodate the condition of the facility.

Facilities or part thereof may be closed to maximise the changeover benefit.

5.4 Condition Reports

A condition inspection will be undertaken by Council for all of its sports facilities prior to a User commencing their seasonal occupancy. Where there are annual licence agreements inspections will occur annually in consultation with Users.

The User can complete an inspection on commencement and at the end of occupancy or prior to an annual User inspection and submit to Council for review against Council's condition report. Should there be differences between Council and the Users report, the parties will meet to discuss the direction. Consensus will be agreed between the User and Council.

Where Users do not undertake a condition report, Council's record of facility conditions will be used to determine facility condition.

Council may also conduct unscheduled inspections throughout the term of an occupancy agreement.

The final condition report will be sent to the Users from each inspection.

5.4.1 Vacating the Premises

Vacating premises will trigger the scheduling of a condition inspection by Council. Any damage to the facility found to be caused by the User, other than that caused by fair wear and tear, during the period of agreed occupancy, will be repaired by Council and the costs charged to the User.

5.4.2 Sports Facility Season Handover Responsibilities

ITEM	USER RESPONSIBILITY	COUNCIL RESPONSIBILITY
Completion of Home and Away Season/ last day or occupancy for licence period	Inform Council of last use	Program a condition audit
Finals Use (If applicable)	Inform Council of finals program on a weekly basis	Program a condition audit and facility change over program if applicable
Ground Changeover (If applicable)	Make sure all equipment is packed away and removed from the sports ground	Commence season changeover immediately after the final fixtured match of sports ground by the User
Cleaning of Building	User to clean facility in line with <i>Appendix C: Maintenance Responsibilities (p. 35)</i> within 1 week of final use. Ensure all equipment and User belongings are removed from the facility in negotiation with other tenants.	
Condition Report	User to complete Condition Report and send Council (via email) Confirm agreement of condition of sports facility	Council to complete Condition Report compare with User report and finalise agreed condition of sports facility

ITEM	USER RESPONSIBILITY	COUNCIL RESPONSIBILITY
Repair of sports facility	Pay the cost of repair of negligence or misuse for works completed and organised by Council or under Club Tradesperson Agreement.	Organise all repairs and invoice User unless repairs are undertaken through a Club Tradesperson Agreement.
Handover to incoming User	Meeting between incoming and outgoing tenant.	Inform of any outstanding repairs and maintenance

5.5 Incident Reporting Protocol for Users

It is the User's responsibility to report all break-ins, damage or building security breaches to Council's property to ensure the continued security and maintenance of Council's Assets as identified in *Appendix D Incident Reporting Protocols of Occupants (p. 44)*.

There are 3 levels of reportable incidents as follows:

- Critical Incident – Any incident/damage that affects the immediate security of the facility (E.g. break-in)
- Major Incident – Any incident/damage that requires repair within 48 hours (E.g. plumbing blockages)
- Minor Incident – Any incident/damage that requires repair within 1 week (E.g. broken internal light).

It is the responsibility of the User to ensure that its members are familiar with the reporting requirements.

It is the responsibility of Council to display a copy of the Incident Reporting Protocol for Users within the sporting pavilion where it can be easily seen.

Council will contact the User in the event that Council is aware of an incident prior to the User.

5.6 Occupancy Agreements

5.6.1 Annexure to the Occupancy Agreement

Maintenance activities required at a facility in addition to Appendix C: Maintenance Responsibilities p. 35 will sit as an annexure to the User's Sports Facility License Agreement.

5.7 Capital Investment

The *Sports Facility Capital Development Guide* details the process for capital investment and development of Councils sports facilities.

Users are not permitted to carry out major building or grounds maintenance/improvement works without the prior approval of Council as identified in the *Outdoor Sports Facility Capital Development Guide*. This extends to those items which are Council's responsibility to manage and maintain and may include items that are a User's responsibility to manage and maintain (e.g. repairing damage to the facility where the club is at fault).

6 Advertising and Naming Rights at Council Sports Facilities

Sponsorship agreements, including advertising signage and naming rights, provides Users with an important source of income that helps support sporting activities and opportunities for the local community.

Sponsorship also makes a statement about the User and the facility. The potential for Users to promote good health is widely recognised and valued by Wyndham City, given the role sports facility Users play in the community, and the number of people regularly involved.

6.1 Advertising on Council's Sporting Facilities

6.1.1 Eligibility

Primary Users are eligible to act within the framework of this guide. All other Users are required to submit an application for any proposed advertising on Council property.

6.1.2 Criteria for Advertising Signage

Approval to install signage will only be granted where it is consistent with the objectives of the *Wyndham Planning Scheme* (the relevant zone control, Clause 52.05 Signs and 22.02 Advertising Sign Policy) and the following criteria:

Signage Content

- Signage is to promote healthy environments and be free of advertisements associated with alcohol, tobacco products, high risk unhealthy food and drink choices (as per risk rating tool), gambling or any form of adult entertainment.
- Messages must not be offensive or discriminatory.

Impact on Reserve

- The signage complements the surrounding amenity and supports public safety;

Installation and Materials

- Signage must be securely and safely fixed and displayed without damaging Council's property.
- Finishes and materials used in the construction of all signage are to have no sharp or exposed edges and all fixing (i.e. nails and screws) are to be recessed or countersunk.
- Signage must be professionally produced to a high standard to ensure the proposed signage does not have adverse impact on the overall amenity of the reserve.
- Signage fixed to field fencing should hang with hooks, cable ties, tek screws etc to the top rail of the fence, be the same size / structural specifications and the reverse side should be the same colour as all other signage (e.g. a galvanised metal or painted mid to dark grey).
- An engineering assessment may be required for freestanding signage and signage attached to court/ field fencing and practice nets to ensure the structural integrity. Where required, the full cost of any assessment is to be borne by the User.

Non-compliant and or unsafe signage will be removed from the facility by Council where it poses an immediate risk to the community.

6.1.3 Promoting Healthy Environments

Promoting healthy environments is assessed through the sponsorship risk rating tool (*Section 6.1.4, p. 26*). Promotion specifically means the display of messages or imagery that depicts people consuming unhealthy products. This does not mean display of business, brand, or product logo. Refer to the definition of unhealthy food (p. 6).

6.1.4 Sponsorship Risk Rating Tool

The Sponsorship Risk Rating (SRR) tool (*Appendix F, p. 47*) forms part of the *Application for Advertising Signage on Council's Sporting Reserves*. A Sponsorship Risk Rating Score of 15 or less is required.

The SRR will assist Users and Council to identify, in a consistent way, the potential risk of advertising a particular business, brand or product logo/name at a sports facility in promoting/ undermining a healthy sporting environment.

The SRR identifies the type of advertising that would be considered acceptable based on the risk score calculated and Council policy.

6.1.5 Permitted signage and requirements

Wyndham Sports Facility signage requirements are detailed in *Appendix E (p. 45)*.

Users of regional facilities are to use this specification as a guide for provision. Consideration for regional facility advertising above this specification will be undertaken on a case by case basis with approval required by Council.

Refer to *Appendix A: Sports Facility Classification Hierarchy* for facility classification (p. 30).

6.1.6 Application and Approval of Advertising Signage

Advertising that requires approval (*Appendix E, p. 45*) will require an *Application for Advertising Signage on Council's Sporting Reserves* form to be completed and submitted to Council with the following information.

- ***The location of the proposed sign on the reserve and the structure it will be attached too;***
 - Dimensions of the sign, and height above ground level of the proposed sign; and
 - Colour, wording and lettering style.
- ***Assessment of Healthy Environments***
 - Complete the Sponsorship Risk Rating Tool for each sign proposed (p. 48).

- ***Planning and Building Permits***

The User is responsible for ensuring that all relevant planning permits are obtained. Refer to the *Wyndham Planning Scheme 2014* for detailed requirements. The Wyndham Planning Scheme prohibits some signs. Users should make contact with Council's Sport and Recreation Officer to facilitate any planning requirements.

Generally, a Planning Permit is not required when signage is:

- Sited around the field (e.g. oval) fencing (on the actual fence itself) and cannot be seen from nearby land; or
- Replacing an existing permitted sign of the same size and content.

A Planning Permit may be required for any signage which is:

- Principally aimed at people beyond the reserve, namely passing traffic; and
- Free standing i.e. not attached to an existing structure.

Council will respond in writing to all signage applications within 14 days of receipt. If a planning or building permit is required, additional time will be required to process these applications.

6.1.7 Approval

Where approval is granted it is for the period of the **User's playing season only** as expressed in the User's occupancy agreement. Approval to display the signage outside of the Users licenced period (playing season) may be granted under the following circumstances:

- If an agreement is reached between all the Users of the reserve (for example, installed by a sports club as a representative of all users).
- The User ensures that all signage remains covered by its own insurance policy outside of the User's playing season.

If Users do not agree with the outcome of their application they are to follow the Grievance Procedure outlined in *7.1 Resolution and Grievance Procedure (p. 29)*.

6.1.8 Costs

The User is responsible for the full cost of installation, preparation, maintenance, removal and insurance of all signage that relate to the Users activity. Cost associated with maintenance, repair and replacement of reserve and pavilion way finding signage which has been installed by Council remains the responsibility of Council.

6.1.9 Maintenance

Section 5 Maintenance of Council's Sports Facilities (p. 22) states the Users responsible for erecting and maintaining their signage and its fixtures.

6.1.10 Removal of Signage

Users are required to remove all advertising signage within seven days of the end of the User's season or lease / licence agreement term.

Immediate removal of signage will occur where deemed by Council to be dangerous to Users or members of the public. The relevant Council officer(s) will enter into discussions with the User to be satisfied of safety issues prior to authorising the re-installation of the signs. Council officer(s) will, where practicable, provide photographic evidence of the sign's condition prior to it being removed.

Council will arrange the removal of any signage at any time should the User not meet the requirements outlined in this User Guide. Signage which does not comply with the relevant Planning Scheme provisions may be subject to enforcement proceedings as per the Planning & Environment Act 1987.

The User is responsible for any claim made by an aggrieved sponsor where advertising signage has been removed by Council.

6.2 Naming Rights

Naming Rights applies only to Primary Users. Primary Users can request naming rights in sponsorship agreements for the duration of the Users licence agreement.

Applications for naming rights in sponsorship agreements must be approved by Council. Each application will be considered in relation to the criteria set out in this User Guide, in addition to Council's *Geographic Naming Policy (2010)*.

Naming rights are limited to sports grounds only (i.e. ovals, pitches, fields, playing area or surface) and not the reserve, pavilion or any other public building.

Sporting reserve naming rights remain vested with Council. Users are not permitted to alter venue names or install, cover or alter signage pertaining to the naming of ground venues without formal written permission from Council. The naming rights will not allow any further ownership or impact on the formal names of Council's facilities, events or programs.

6.2.1 Criteria for Naming Rights

Applications for naming rights will be considered following the submission of an *Application for Advertising Signage on Council's Sporting Reserves Form* and in accordance with the following conditions:

- Status of User allocation – primary allocation Users only
- Name of sponsor is disclosed to Council
- The proposed name incorporates the original name of the sports ground (i.e. XXXX oval at Galvin Park, XXXXX court at Jamieson Way Reserve)
- The term of the sponsorship (i.e. naming) agreement is limited to the term of the User's licence / lease agreement over the sports ground
- The proposed name of the sports ground is not in any way offensive or discriminatory;
- The proposed sponsor promotes healthy environments and is not associated with alcohol, cigarettes (including tobacco products), gambling or adult services and does not promote the consumption of unhealthy food and drinks The sports ground is only referred to by the approved 'sponsored name' in media reporting, User's fixtures, membership cards, announcements on match days and functions and internal communications. Council names for the reserve, pavilion and any other public building will prevail in public documents e.g. Council reports, engineering / road plans, directories, web-sites, etc.

Where a Primary User has previously been granted permission for naming rights that do not meet these conditions, the terms of the current agreement will be observed to the end date of their agreement.

6.2.2 Naming Rights Signs

A single advertising sign at a satisfactory location at the reserve is permitted provided approval is granted by Council via application. The sign must be a maximum of 3m² in size and is to have a maximum commercial sponsorship (including logos) of 20% of the total sign size (*Ref. Appendix E p. 45*).

The conditions outlined in *Section 6.1 Advertising on Council's Sporting Reserves* (p. 25) of this User Guide apply to this signage.

Signage associated with the proposed naming rights sponsorship agreement need to comply with the criteria outlined in *Section 6.1 Advertising on Council's Sporting Reserves (p. 25)* of this User Guide.

7 Other

7.1 Resolution and Grievance Procedure

By entering into an Occupancy Agreement, the Council and the User are agreeing to consult each other in good faith. If a dispute arises in connection with an Occupancy Agreement, Council will endeavour to resolve this dispute through discussion and negotiation.

If a disagreement cannot be settled with Council the User is required to:

- In writing report their grievance to the Manager Sport & Recreation, Wyndham City;
- Meet with the Manager to discuss the option of resolution; and
- Undertake commitments agreed to by both the User and Council.

Appendix A: Wyndham Sports Facility Classification Hierarchy

Sport Type	Category A	Category B	Category C
Archery Field			Lawrie Emmins Reserve
Athletics Track		VU Sporting Complex	
Baseball & Softball Diamonds		Presidents Park Baseball No. 1 Presidents Park Baseball No. 2 & 3 Presidents Park Softball No. 1-4	Lawrie Emmins Reserve No. 1 – No. 4 Presidents Park Softball No. 5-8 & 9-11
BMX Track		Glen Orden Reserve	
Dog Training Field		Presidents Park	
Hockey Pitch		Presidents Park	President Park Multipurpose Field
Model Aircraft Airstrip			Wyndham Vale South Reserve
Motorkhana Car Track			Wyndham Vale South Reserve
Netball*		Galvin Park Mossfiel Reserve Jamieson Way	
Ovals - Turf	Chirnside Park	Clearwood Reserve No. 1 Dunnings Rd. Reserve No.1 Federation Blvd. Reserve No. 1 Galvin Park No. 1 & 2 Glen Orden Reserve No. 1 & 2 Goddard Street No. 1 & 2 Haines Drv. Reserve No.1 Hummingbird Reserve No.1 Hogans Road No. 1 & 2 Howqua Way Reserve No.1 Mainview Blvd Reserve 1 & 2 Mossfiel Reserve No. 1 Prudence Parade Reserve No.1 Saltwater Reserve No. 1 & 2 Soldiers Reserve No. 1 Tom Roberts Parade Reserve No.1 Windorah Drive Reserve No.1 Wootten Road No. 1 & 2 Williams Landing Reserve 1 & 2 Wyndham Vale North No. 1 Wyndham Vale South No. 1 & 2	Cambridge No. 1 & 2 Galvin Park No. 3 Lawrie Emmins Reserve No.1 Little River Recreation Reserve No.1 Price Reserve No. 1 Warringa Reserve No. 1 Wyndham Vale North No. 2
Rectangle Turf Pitch# (Soccer, Rugby**, Lacrosse etc.)		Clearwood Reserve No. 1 & 2** Federation Boulevard No. 1 & 2 Galvin Park Soccer No. 1, 2, 3, 4 Grange No. 1 & 2 Haines Drive Reserve No. 1 & 2** Hummingbird Reserve No.1 & 2 Mossfiel Reserve No. 1, 2 & 3** Saltwater Reserve No. 1, 2 & 3 Tom Roberts Parade No. 1 & 2 VU Sporting Complex No. 1** Williams Landing Reserve 1 & 2	Galvin Park Field No.4 **
Tennis		Cambridge Reserve Chirnside Park Galvin Park Jamieson Way Saltwater Reserve Williams Landing Wootten Road	Little River Reserve Price Reserve

*Eagle Stadium Netball Facilities are managed by Western Leisure Services

** Rugby suitable facilities – compliant with length and width requirements

Rectangle Turf does not include synthetic soccer pitches

Appendix B: Schedule of Fees and Charges Contributions

Note: All fees include GST

Seasonal Licence Fees for Primary Users

Turf and Synthetic Grass Facilities				
Category	1 < 6 hours per week	6 < 16 hours per week	16 < 24 hours per week	24 < 40 hours per week
A per field	\$3420	\$4211	\$5259	Not available for use
B per field	\$417	\$1250	\$2084	\$3014 Only Available Synthetic Facilities (fields and tracks) and turf sportsground facilities at Council's discretion*
C per field	\$281	\$847	\$1412	Not available for use
Enclosed Cricket Facility	\$103	\$312	\$520	\$729
Pavilion	Included in Primary Allocation up to 8 hours	Included in Primary Allocation up to 20 hours	Included in Primary Allocation up to 36 hours	Included in Primary Allocation up to 46 hours
Hard Court Facilities				
Category	1 < 6 hours per week	6 < 16 hours per week	16 < 24 hours per week	24 + hours per week
Tennis & Netball Courts (per court)	\$103	\$312	\$520	\$729
Pavilion	Included in Primary Allocation up to 8 hours	Included in Primary Allocation up to 20 hours	Included in Primary Allocation up to 36 hours	Included in Primary Allocation use of pavilion for up to 10 hours above record court use.

Note:

- Fees include a maintenance levy.
- Primary Users are responsible for the administration and payment of all utility charges.
- Hours of use requested must accurately reflect use of the site.
- *Council will request a copy of the Users training/competition schedule to assess request.

Seasonal Licence Fees for Secondary Users

Turf and Synthetic Grass Facilities				
Category	1 < 6 hours per week	6 < 16 hours per week	16 < 24 hours per week	24 < 40 hours per week
A per field	\$3420	\$4211	\$5259	Not available for use
B per field	\$417	\$1250	\$2084	\$3014 Only Available Synthetic Facilities (fields and tracks) and turf sportsground facilities at Council's discretion*
C per field	\$281	\$847	\$1412	Not available for use
Enclosed Cricket Facility	\$103	\$312	\$520	\$729
Pavilion Only [#]	\$171	\$513	\$854	\$1197
Pavilion Amenities Levy [#]	\$14.25 per hour per week	\$14.25 per hour per week	\$14.25 per hour per week	\$14.25 per hour per week
Hard Court Facilities				
Category	1 < 6 hours per week	6 < 16 hours per week	16 < 24 hours per week	24 + hours per week
Tennis & Netball Courts (per court)	\$103	\$312	\$520	\$729
Pavilion Only [#]	\$171	\$513	\$854	\$1197
Pavilion Amenities Levy [#]	\$14.25 per hour per week	\$14.25 per hour per week	\$14.25 per hour per week	\$14.25 per hour per week

[#]Amenities Levy is applicable to all Secondary and Casual Users of sports pavilions. This is in addition to the Pavilion fees applicable. It does not include sports lights fees.

*Council will request a copy of the Users training/competition schedule to assess request.

Casual Hire Fees

Facility	Cost for Non Profit	Commercial Operator
Category A per field	\$438.10 per day	\$657.15 per day
Category B & C per field	\$33.10 per hour	\$49.65 per hour
Hard Court*	\$10.75 per hour	\$16.12 per hour
Pavilion	\$6.35 per hour	\$9.52 per hour
Amenities Levy[#]	\$14.25 per hour	\$14.25 per hour
Synthetic Soccer Pitch	\$33.10 per hour	\$49.65 per hour
Synthetic AFL/ Cricket Oval	\$33.10 per hour	\$49.65 per hour
Turf Wicket Levy	\$438.20	\$657.30

[#] Amenities Levy is applicable to all Secondary and Casual Users of sports pavilions. This is in addition to the Pavilion fees applicable. It does not include sports lights fees.

* Includes tennis, netball and enclosed cricket nets.

Causal Sports Lighting Fees

Type of Facility	Cost per sports ground per hour
Football/Cricket Oval (300 lux)	\$66.20
Football/Cricket Oval (200 lux)	\$43.85
Football/Cricket Oval (100 lux)	\$22.45
Soccer/Rugby Pitch (200 lux)	\$22.45
Soccer/Rugby Pitch (100 lux)	\$11.30
Hard Court	\$5.65

Note: Where one field/court cannot have sports lighting independently of another, the User will be required to pay for the lighting of both fields/courts.

Sports Development Framework Fee Structure

Status of User	Discounts Available
1 st season of junior recruitment programs (e.g. Auskick)	Council covers seasonal licence fee and utility charges
1 st season of club and/or 2 nd year onwards of junior recruitment programs	Charged at 1-5 hours per week seasonal rate
2 nd season of club	50% discount on seasonal licence fee
3 rd season onwards of club	No discounts

Key Bonds

Type of User	Key Bond
Seasonal/Annual Hirer	\$30 per key
Casual Hirer	\$100 per key
School	\$100 paid at commencement of school year for all keys required for school bookings.

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Appendix C: Maintenance Responsibilities

TABLE 1. Sports Facility Building Maintenance Responsibilities

ITEM	USER RESPONSIBILITY	COUNCIL RESPONSIBILITY
Building / External Structures	<p>Advise Council of faulty structures and incidences of vandalism as per <i>Appendix D Incident Reporting Protocol for Occupants (p. 44)</i>.</p> <p>Cover costs to Council to undertake repairs/replacements due to negligence or misuse caused by members, visiting teams or guests.</p>	Repair and maintain external building structures and upgrade, replace or refurbish as required, or in line with Council's internal levels of service.
Building / Internal Structures	<p>Advise Council of damage to structures and incidences of vandalism as per <i>Appendix D: Incident Reporting Protocol for Occupants (p. 44)</i>.</p> <p>Cover costs to Council to undertake repairs/replacements due to negligent or intentional damage caused by members, visiting teams or guests.</p>	Repair and maintain all internal building structures and upgrade replace or refurbish as required, or in line with Council's internal levels of service.
Building Alterations (Club Funded Capital Works)	<p>Submit proposal to Council for any proposed alterations to the building, via the <i>Club Capital Works Submission Form</i>.</p> <p>Where advised by Council, engage and pay for all trades and services and provide the necessary documentation to Council.</p> <p>Obtain and pay for related permits, certificates, licences and technical advice where advised by Council.</p>	<p>Assess and approve or decline User building alteration requests.</p> <p>*Project works may or may not be managed by Council, depending on the type, scope and cost of the project.</p>
Cleaning & Hygiene	<p>Clean the pavilion (internally and externally) and grounds following each use. (Note- If the facility is not cleaned satisfactorily the User will be notified to clean the facility to the satisfaction of Council.)</p> <p>Advise Council immediately of unsatisfactory cleaning by other Users.</p> <p>Provide female sanitary services to female change rooms and toilets.</p> <p>Store bins in external enclosures only.</p>	Appoint a cleaner to undertake works at the cost of the User when cleaning is found not to be satisfactory or not undertaken as per agreement.

ITEM	USER RESPONSIBILITY	COUNCIL RESPONSIBILITY
Curtains, Blinds and Electronic Shutters	<p>Regularly clean curtains, blinds, shutters and associated fittings.</p> <p>Cover costs to Council to undertake repairs/replacements due to damage caused by members, visiting teams or guests.</p>	<p>Repair and maintain electronic and manual shutters.</p> <p>Replace blinds as required, or in line with Council's internal levels of service.</p>
Electrical Wiring and Fittings	<p>Advise Council immediately of damage or faults to internal lights or external security lights.</p> <p>Cover costs to Council to undertake repairs/replacements due to damage caused by members, visiting teams or guests.</p> <p>User may change light globes under Club Tradesperson agreement.</p>	<p>Repair, maintain and replace all building wiring from main supply to, and including, the switchboard, power points, switches, external security lights, internal light fittings and light globes.</p>
Fire Safety Services	<p>Cover costs to Council to undertake repairs/replacements due to damage caused by members, visiting teams or guests.</p>	<p>Audit and test in line with Council's internal schedules, and repair or replace where necessary.</p>
Floor Surfaces and Coverings	<p>Regularly clean and maintain carpets and floor coverings.</p> <p>Steam clean carpets prior to vacating premises at seasonal changeover or where necessary and provide records of these cleans to Council.</p> <p>Cover costs to Council to undertake cleaning/repairs/replacement due to damage caused by members, visiting teams or guests.</p>	<p>Repair and replace floor coverings in line with Council's internal schedules.</p>
Food Handling Areas and Equipment	<p>Ensure compliance with relevant health legislation.</p> <p>Have in place a Trade Waste Agreement with City West Water to comply with grease trap maintenance.</p> <p>Provide Council copies of regular service documentation from the authorised contractor.</p> <p>Regularly clean all walls and surfaces.</p>	<p>Undertake regular inspections and relevant reporting.</p> <p>Maintain food handling equipment, including 'hands free' sensor taps and hand dryers.</p> <p>Service range hood/ canopies and air filters as required in line with essential safety maintenance requirements.</p>

ITEM	USER RESPONSIBILITY	COUNCIL RESPONSIBILITY
Glass/ Windows	<p>Regularly clean all internal and external windows and glass surfaces.</p> <p>Cover costs to Council to undertake cleaning/repairs/replacement due to damage caused by members, visiting teams or guests.</p>	<p>Replace all glass due to breakages related to vandalism that has occurred outside User occupation.</p>
Graffiti	<p>Advise Council of any graffiti arising during User activities.</p> <p>Seek approval for method of removal if graffiti was caused during User occupation</p>	<p>Removal of all external graffiti.</p> <p>Approve method of removal in the event that User is required to remove internal graffiti.</p>
Heating, ventilation and air conditioning fixtures	<p>Pay all gas and electricity charges.</p> <p>Cover costs to Council to undertake cleaning/repairs/replacement due to damage caused by members, visiting teams or guests.</p> <p>Cover costs of installation of new heating/ cooling units that are above Council's standard provision (see Building Alterations).</p>	<p>Assess and approve or decline project requests submitted for the installation of new heating/ cooling units.</p> <p>Service and maintain existing heating/ air conditioning units.</p> <p>Replace existing heating/ air conditioning units which have reached their end of life.</p>
Keys/Locks	<p>Maintain an up-to-date key / swipe card register and provide to Council prior to the beginning of each season.</p> <p>Request new keys / swipe cards through Councils Sport and Recreation Officer and pay associated key bond.</p> <p>Cover costs to Council to undertake repairs/changeover of lock barrels which may be required due to damage or loss of keys resulting in security risk.</p>	<p>Purchase, install and maintain all locks.</p> <p>Manage bond collections and refunds.</p> <p>Change lock barrels where key damage or loss has resulted in significant security risk.</p>
LPG Bottles	<p>Store all LPG/ BBQ gas bottles off site or outside of pavilion (i.e. bin enclosure) in well ventilated and lockable area in line with legislation.</p> <p>Cover costs to Council to undertake removal of non-compliant LPG bottles.</p>	<p>Regularly inspect pavilions to ensure the safe storage of LPG bottles.</p> <p>Arrange for the removal of non-compliant LPG bottles.</p>
Ovens, Rangehoods and Cooktops	<p>Regularly clean all fixtures.</p> <p>Cover costs to Council to undertake cleaning/repairs/replacement due to</p>	<p>Repair, maintain and replace fixtures on a life cycle basis or as required.</p>

ITEM	USER RESPONSIBILITY	COUNCIL RESPONSIBILITY
	lack of cleaning regime, damage caused by members, visiting teams or guests.	
Operable Walls	<p>Ensure that only personnel appropriately inducted by Council staff or nominated Club representative(s) operate walls.</p> <p>Cover costs to Council to undertake cleaning/repairs/replacement due to damage caused by members, visiting teams or guests</p>	<p>Undertake inductions for sports facility Users.</p> <p>Repair, maintain and replace in line with Council's internal schedules.</p>
Pest Control	<p>Arrange and cover costs of ongoing pest control.</p> <p>Engage a pest control contractor where necessary and provide Council with details including method of application for approval.</p>	<p>Ensure building structure is maintained to hygiene and safety standards.</p> <p>Approve pest control contractor.</p>
Plumbing and Fixtures	<p>Submit a request for Council approval to install any plumbing or fixtures in the building.</p> <p>Advise Council immediately of any damage or faults to plumbing or fixtures.</p> <p>User may undertake agreed works under Club Tradesperson agreement.</p>	<p>Repair, maintain and replace all plumbing fixtures on a life cycle basis or as required.</p>
Plumbing Waste Pipes and Drains	<p>Keep drains and pipes clear of foreign objects, mud, etc. and clear if blocked by these materials.</p> <p>Regularly clean silt traps.</p> <p>Advise Council where plumbing services are required.</p> <p>User may undertake agreed works under Club Tradesperson agreement.</p>	<p>Repair, maintain and replace all plumbing and fixtures other than sensor taps.</p>
Amenities Stock Supplies	<p>Maintain a sufficient supply of toilet paper, paper towel and hand wash in appropriate dispenser for use by Primary and Secondary Users.</p>	<p>Reimburse the Primary Users 'services and amenities' fees collected from Secondary Users.</p>
Security Systems.	<p>Cover costs of security system monitoring by a recognised and approved monitoring contractor. This is</p>	<p>Review and approve any proposed security system monitoring service.</p>

ITEM	USER RESPONSIBILITY	COUNCIL RESPONSIBILITY
	<p>mandatory where alcohol or valuable items are kept on the premises.</p> <p>Arrange and cover costs of repair/ maintenance, alarm faults.</p> <p>Notify Council of all details associated with the security system and monitoring service including access codes.</p>	<p>Oversee the installation of security system.</p>

TABLE 2. Sports Facility Grounds Maintenance Responsibilities

ITEM	USER RESPONSIBILITY	COUNCIL RESPONSIBILITY
Car Parks / Drive Ways	Advise Council of faulty structures, damage and incidents of vandalism. Cover costs to Council to undertake repairs/ maintenance due to damage caused by members, visiting teams or guests (i.e. User activities).	Repair and maintain drive ways and car parking areas that are fully accessible by members of the public, including car park lighting.
Cricket Wickets (Synthetic)	Advise Council if wicket is damaged. Cover costs to Council to undertake repairs/ maintenance due to damage caused by members, visiting teams or guests.	Repair, maintain and replace wickets as required, or in line with Council's internal levels of service. Cover and uncover wickets during the season changeover period.
Cricket Wickets (Turf)	In line with Councils <i>Turf Wicket Policy</i> Users take full responsibility for the Turf Wicket. or Cover costs to Council to undertake the installation / renovation/repair/ maintenance/ replacement of turf wickets.	Install / renovate/repair/ maintain/ replace turf wickets in line with Councils <i>Turf Wicket Policy</i> .
Cricket Training Nets (Public Use)	Advise Council of any damage.	Repair and maintain netting. Repair, maintain and replace wickets as required, or in line with Council's internal levels of service. Maintain granitic sand run ups and repair structural concrete issues. Remove debris in, around and on top of nets.
Cricket Training Nets (Locked Facility)	Brush, vacuum and high-pressure clean the synthetic surface when necessary. Repair/ maintain/ replace curtains (if applicable). Remove debris in, around and on top of nets.	Undertake repairs related to vandalism that has occurred outside User occupation.

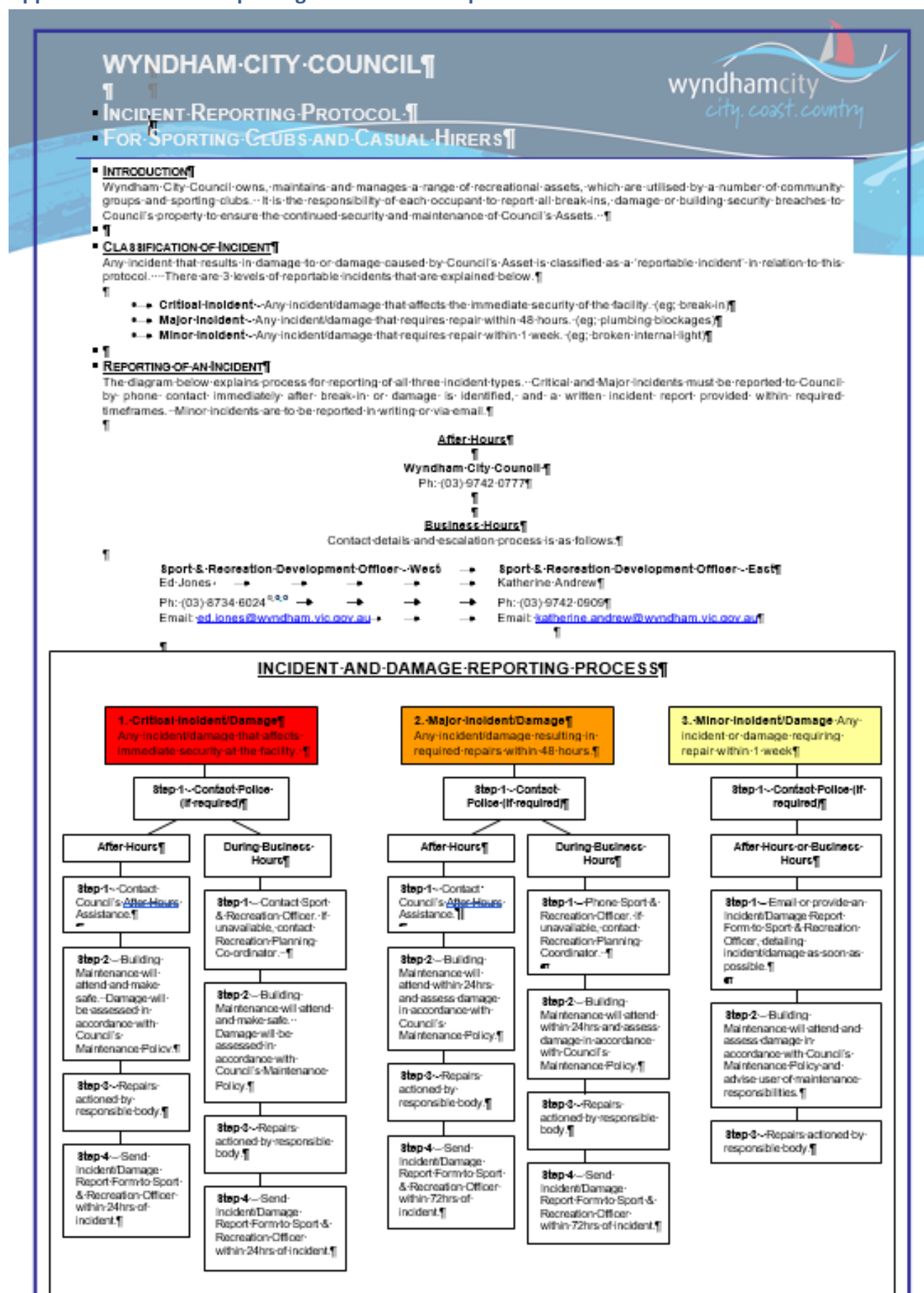
ITEM	USER RESPONSIBILITY	COUNCIL RESPONSIBILITY
	Cover costs to Council to undertake repairs/ maintenance due to damage caused by members, visiting teams or guests.	
Fences / Barriers	<p>Advise Council of faulty structures and incidents of vandalism.</p> <p>Cover costs to Council to undertake repairs/ maintenance due to damage caused by members, visiting teams, guests or signage installations (i.e. User activities).</p>	Maintain all fencing or other barriers to sport grounds, car parks and other areas within reserves.
Goal Posts	<p>Advise Council of any damage or incidences of vandalism.</p> <p>Cover costs to Council to undertake repairs/ maintenance due to damage caused by members, visiting teams or guests.</p> <p>Provide and maintain necessary padding for goal posts.</p> <p>Ensure compliance with relevant standards for movable goals.</p>	<p>Provide standard goal posts for winter sports at the commencement of each season.</p> <p>Undertake regular safety inspections.</p> <p>Maintain goal posts and sleeves.</p>
Grass Mowing	No responsibility.	Mow all Council ovals and grassed areas within reserves as scheduled, excluding turf wickets where Users have agreed to maintain turf wickets.
Line Marking	<p>Undertake all line marking in accordance with Council requirements and standard sporting ground dimensions (other than season's initial marking).</p> <p>*No other line marking is permitted unless special arrangements are made with Council.</p> <p>**Only approved line marking paint is to be used. No herbicide or lime is to be used.</p>	Undertake line marking once at the beginning of each winter and summer season (where requested) in accordance with Council requirements and standard sporting ground dimensions for winter sports.
Litter	Remove litter within the boundaries of the licensed site, and any litter that has blown into surrounds.	Remove litter from the surrounds of the licensed site.

ITEM	USER RESPONSIBILITY	COUNCIL RESPONSIBILITY
	Cover costs to Council to remove excessive amounts of litter created by members, visiting teams or guests.	
Playing Surface (Grass Sporting Field)	<p>Conduct and keep evidence of ground inspections before training and competition play.</p> <p>Notify Council immediately if the ground is deemed unsuitable for safe use, or play is postponed or cancelled.</p>	<p>Monthly ground inspections and maintenance on a cyclical basis. Council reserves the right to close a ground to use if conditions are such that the ground will be damaged through use.</p> <p>Manage the level of use on the playing surface.</p> <p>Notify User immediately if the ground is deemed unsuitable for safe use, or play is postponed or cancelled.</p>
Playing Surface (Artificial Surfaces: Soccer, Football)	<p>Clear playing surface of debris before and after use.</p> <p>Report any damage to Council immediately including the growth of algae or weeds.</p> <p>Cover costs to Council to undertake repairs/ maintenance due to damage caused by members, visiting teams or guests.</p>	<p>Carry out maintenance of surface in line with the manufacturer's specifications.</p> <p>Replace surface at the end of the structure's life cycle.</p>
Playing Surface (Tennis and Outdoor Netball)	<p>Clean and brush courts weekly to ensure there is no build-up of leaves, debris or water puddles.</p> <p>Remove weeds within the fence line of the courts, including weeds growing through expansion joints and drains.</p>	<p>Clean surface every 24 months to ensure removal of built-up moss, algae or dirt present on the surface.</p> <p>Repair large cracks, holes greater than 25mm x 25mm, and trip hazards as required.</p> <p>Resurface court as required, or in line with Council's internal levels of service.</p>
Public Toilets	Advise Council of faulty structures and incidents of vandalism.	Open, close, clean, repair and maintain public toilets.
Scoreboards / Coaches Boxes	<p>Pay for, erect, repair and maintain scoreboards (including any vandalism)</p> <p>Cover costs to Council to undertake repairs/ maintenance of coaches' boxes due to damage caused by members, visiting teams or guests (i.e. User activities).</p>	<p>Assess and approve or decline project requests submitted for the installation of new scoreboards.</p> <p>Install coaches boxes in line with <i>Sports Facility Capital Development Guide</i></p> <p>Maintain and repair coaches' boxes.</p>

ITEM	USER RESPONSIBILITY	COUNCIL RESPONSIBILITY
		Replace coaches' boxes as required, or in line with Council's internal levels of service.
Signage (Council)	Advise Council of faulty signage and incidents of vandalism.	Replace and maintain signage.
Signage (Occupant/Sponsor)	Pay for, erect, repair, maintain and replace signage (including any vandalism) Obtain Council approval and appropriate permits prior to erecting or installing signage	Consider User request for the erection and placement of signs. Audit signage at sporting facilities in relation to compliance and safety.
Sporting nets (e.g. tennis nets, soccer goal nets)	Maintenance and replacement of sports netting where nets are <u>not</u> available for public use. Advise Council of incidences of vandalism.	Maintain and replace nets due to wear and tear or vandalism where nets are always open to the public.
Sports Lighting	Advise Council of faulty lights or blown globes. Utility and service charges connected to the operation of sportsground lights. Costs associated with sporting code lighting certification (i.e. lux level testing to meet peak sporting body requirements)..	Conduct annual condition audit of the functional condition of lights. Inspect, repair and maintain light poles and operating equipment, including electrical connections. Replace light globes as part of the inspection and maintenance program. Coordinate light globe replacement on systematic basis.
Plane safety beacons	No responsibility	Regularly audit and repair/ replace plane safety beacons where necessary.
Watering	No responsibility.	Water grounds where automatic sprinkler systems are installed (where applicable).

For site-specific maintenance agreements, please refer to seasonal licence agreement.

Appendix D: Incident Reporting Protocol of Occupants



Appendix E: Sports Facility Signage Criteria

SIGNAGE TYPE/LOCATION	REQUIREMENTS & SPECIFICATIONS	APPROVAL REQUIRED
Standard Field Fencing	<ul style="list-style-type: none"> All signs must face the internal perimeter of the play field facing the centre of the field EXCEPT where the fence directly faces the pavilion signs may be located on the external side of the fence Does not cover any gates or access points Cannot be seen from nearby land (road or property) Does not extend above or below the fence 	None – provided compliance with <i>Sports Facility User Guide</i>
Grass Signage	<ul style="list-style-type: none"> Only Council approved paint is to be used. Does not impact on visibility of line markings. No larger than 3m x 8.5m in size. The club is responsible for the reapplication of the sign due to the removal of the sign through any works and maintenance undertaken within the sign area. 	Submit Application for Advertising Signage
Coaches Boxes and Player Shelters	<ul style="list-style-type: none"> Cannot be seen from nearby land Does not cover more than 50% of the external surface of the structure Does not extend from the height, width or depth of the surface on which it is fixed 	Submit Application for Advertising Signage
Scoreboards	<ul style="list-style-type: none"> Cannot be seen from nearby land Does not distract from the main purpose of the structure Does not cover more than 50% of the surface of the scoreboard Does not extend from the width or depth of the surface on which it is fixed 	Submit Application for Advertising Signage
Practice Nets and Court Fencing	<ul style="list-style-type: none"> Limit of two (2) signs no greater than 3m² per sign 	Submit Application for Advertising Signage Engineering Assessment may be required
Entrance to Reserve	<ul style="list-style-type: none"> One permanent sign promoting future fixture matches or an upcoming permitted event No more than 3m² in size Maximum commercial sponsorship (including logos) of 20% of the total sign size Location must be approved by Council 	Submit Application for Advertising Signage
Event Signage	<ul style="list-style-type: none"> One sign advertising an event <u>not</u> held for commercial purposes, not internally illuminated and not displayed for longer than 14 days after the event is held or 3 months in total, whichever is sooner A sign publicising a special event on the land or in the building on which it is displayed is permitted provided no more than 8 signs displayed in a calendar year and the total number of days the signs are displayed does not exceed 28 in that calendar year. The sign must be removed when the event is finished. 	Submit Application for Advertising Signage Other permits may be required dependant on type/location.

Pavilions, Walls or Roof of any Building on a Reserve, Storage Sheds, Reserve Fencing, Trees, Safety Rails, Public Toilets, Retaining Walls, Fences Sited Alongside or Above Retaining Walls, Seating, Bollards	<ul style="list-style-type: none"> Advertising signage is not allowed to be installed on these items 	Not applicable
Other	<ul style="list-style-type: none"> Signage may be permitted on other types of perimeter fencing. The conditions outlined in this User Guide will guide the approval process. 	<p>Submit Application for Advertising Signage</p> <p>Other permits may be required dependant on type/location.</p>

Appendix F: Sponsorship Risk Rating Tool

Background:

The potential for sporting environments to promote good health is widely recognized and valued by Wyndham City, given the role sporting Users play in the community, and the number of people regularly involved.

By displaying advertising that promotes 'Discretionary Food and Drink Choices' (DFDC), and brands and businesses associated with DFDC, Users are at risk of undermining the healthy sporting environment created by their Club.

By promoting healthier food and drink options to players, members and guests, Users are promoting healthy eating messages which may lead to healthier User members. This supports Priority 5 in Wyndham's Health Wellbeing and Safety Plan 2013 – 17 to work towards 'an Active and Healthy City'.

Introduction to the Sponsorship Risk Rating Tool

Wyndham's *Sports Facility User Guide* (the Guide) states that signage must not contain direct product advertisements for alcohol, tobacco products, unhealthy food and drink choices, gambling or adult services.

The Sponsorship Risk Rating (SRR) tool (Table 1) has been developed to assist Users and Council to identify, in a consistent way, the potential risk advertising a particular business, brand or product logo/name at a Council owned outdoor sports facility can have to undermine a healthy sporting environment.

The SRR identifies:

- Key criteria that must be considered before a sporting club enters into a sponsorship agreement linked with the sporting clubs' activities, signage and naming rights; and,
- The type of advertising that would be considered acceptable based on the risk score calculated and Council User Guide.

Instructions:

To use the SRR take the following steps:

1. Assess each criterion and its categories
2. Select one category from each criterion that best reflects the associated advertising opportunity and your Club
3. Calculate the total score for the five criteria
4. Assess your total score by looking at *Table 2. What does your risk score mean?*

Table 1. Sponsorship Risk Rating Tool

Criterion	Category (select one from each criterion)	Risk Score
1. Profile of the brand Examples: <ul style="list-style-type: none"> A local pizza shop that does not advertise or promote itself widely may have a low profile. A national or global fast food chain has a high profile. 	The proposed sponsor:	
	a) Primary market is local community members in the suburb your sports club is located.	1
	b) Markets itself to the entire municipality of Wyndham but not outside of Wyndham.	2
	c) Markets throughout Wyndham and neighbouring municipalities i.e. The West).	3
	d) Is a type of franchise/chain with many stores that operate throughout Australia with a strong state wide marketing campaign.	4
	e) Markets itself all around the world.	5
2. Marketing and distribution practices Examples: <ul style="list-style-type: none"> High risk - Multinational fast food companies, who invest substantially in marketing, and aggressively market in a way that appeals to sections of the community that are vulnerable to advertising such as children. Lower risk: Local hamburger shop that does not employ practices to appeal to a target group. 	The proposed sponsor:	
	a) Has small marketing budget and markets its product through local media and signage only.	1
	b) Uses multiple methods of marketing such as television, print media (local and state), radio etc. to promote their product.	3
	c) The proposed sponsor markets its product, which is mostly 'discretionary choices' directly at, or in a manner that appeals to children.	5
3. Profile of your Club and its events Examples: <ul style="list-style-type: none"> Advertising promoted through a state level sporting Club that has a high following and attracts media coverage will reach more people than a smaller club and would be considered higher risk. 	Your Club has a membership base of:	
	a) 30 people or less.	1
	b) 60 people or less.	2
	c) 150 or less.	3
	d) Less than 300. &/or Your Club competes at a regional/district level.	4
	e) 300 people or more. &/or Your Club competes at a state level.	5
4. Nutrient profile/alcohol content E.g. Higher risk is associated with sponsors where their product/business is associated with the sale of discretionary food and drink choices (refer to 'Definitions' below. If the product/business is not associated with items listed as 'discretionary food and drink choices' the lower the risk.	a) The proposed sponsor is not associated with the sale of 'discretionary food and drink choices'	1
	b) The sponsor product/business serves a variety of food and drink options, some of which are discretionary food items.	3
	c) The majority of the sponsors business is derived from the sale of 'discretionary food and drink choices' &/or The majority of the sponsor's menu is classified as 'discretionary food and drink choices'.	5

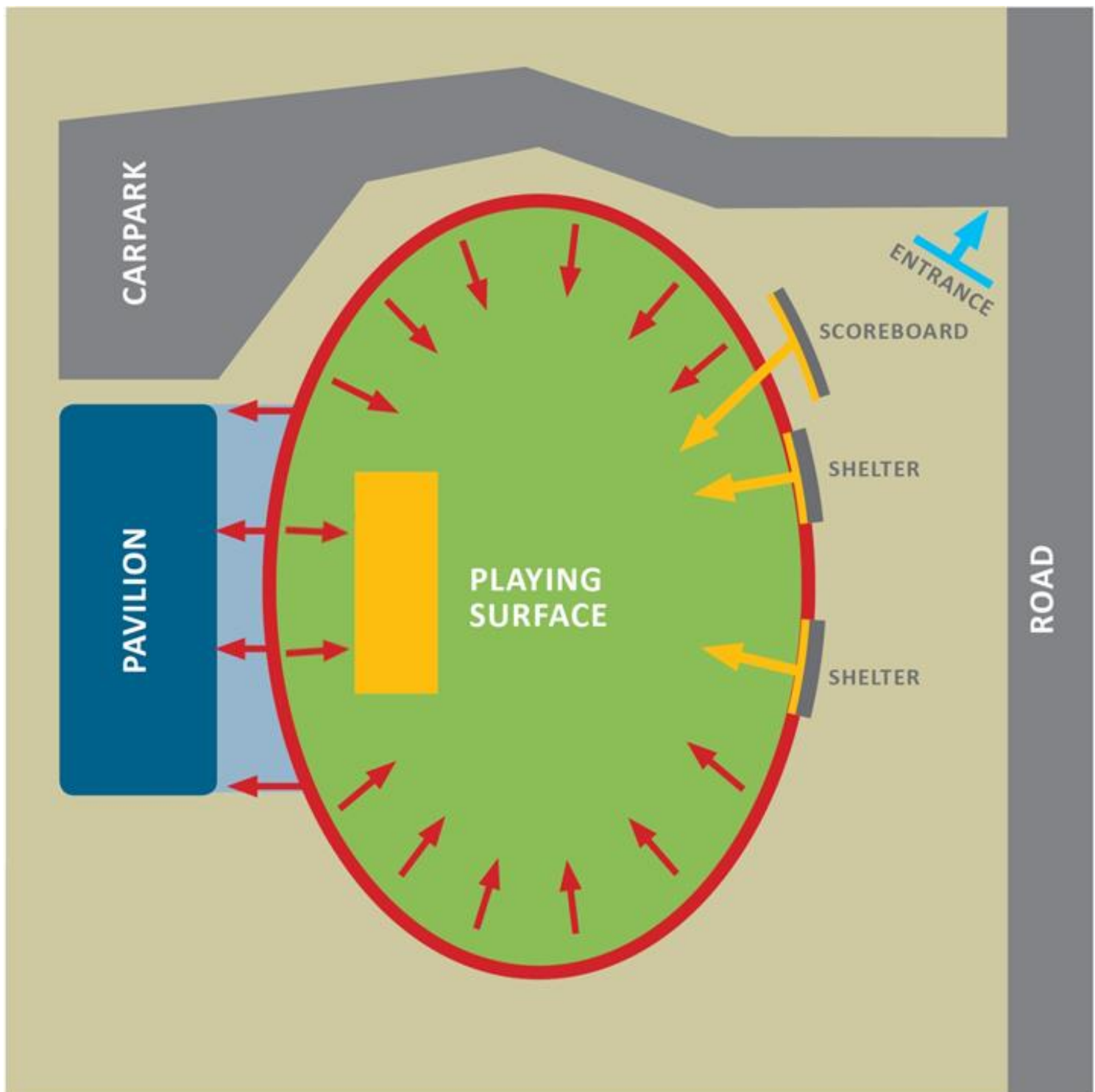
5. Context: The circumstances in which the sponsor/business/product will be promoted should be considered. E.g. There is less risk associated with advertising a local pub at an exclusively senior (18 years and older) club or event than there is advertising a local pub in a junior club setting (higher risk).	Your Club:	
	a) Is a senior club <u>only</u> , with the majority of members over the age of 18.	1
	b) Is (or is associated with) a junior sport Club with members under the age of 18. (if you are a senior club with a junior club that operates from the same facility you should tick this category)	3
	c) Is (or is associated with) a grassroots program with children participating being of primary school age. (if you are a senior or junior club with a grass roots program that operates from the same facility you should tick this category)	5
TOTAL SCORE=		

Using the total score calculated above will identify an overall risk rating which is classified as low, moderate or high risk as listed in Table 2 below.

Table 2: Sponsorship Risk Rating Score

Score	Description	Council approval
Score 5-10 Low risk	Council considers Clubs entering into sponsorship agreements with sponsors/brands that are considered to have a low level of risk are generally acceptable.	Generally acceptable
Score 11-15 Moderate risk	Council considers Clubs entering into sponsorships agreements with sponsors/brands scoring as a moderate risk are generally acceptable; however, Clubs should refer the sponsorship agreement to Council as it may require specific conditions of sponsorship to mitigate risk.	Refer to Council for approval
Score 16-25 High risk	Council considers sponsors/brands considered high risk as unacceptable due to the potential negative impact on the sports clubs healthy sporting environment.	Unacceptable

Appendix G: Basic Advertising Signage Layout at an Outdoor Sports Facility



- Comply with Policy, no approval required for installation of signage.**
N.B Cover of up to 100% of total internal perimeter fence is allowed, provided signage does not cover entry points. Signage on external perimeter fence is only allowed when in line with sports pavilion.
- Council Approval required for installation of signage**
- Council Approval and Planning Permit required for installation of signage.**

Appendix H: Recreation and Sports Club Development Framework 2014

The Recreation and Sports Club Development Framework aims to ensure a consistent approach to the development of new recreation and sports clubs within the City of Wyndham. The Framework ensures that new active open space is developed with, and for, the local community and includes the establishment of new clubs and programs.

Every year Council receives an oversupply of requests from prospective new clubs seeking a 'home' facility. The Recreation and Sports Development Framework requires interested groups to work together to establish new clubs and new active open space reserves. Working together in harmony is the essence of strong governance and parties need to be prepared to do this to demonstrate a genuine commitment to inclusion across all elements of the Club.

By following a step by step guide the Framework aims to establish clubs that achieve the following;

- Reflect the community needs for recreation and sport in the local area;
- Increase the diversity of physical activity opportunities available in the community;
- Create a strong sense of community ownership;
- Consist of predominantly Wyndham based members;
- Emphasise junior development, with future Club growth leading to senior development;
- Ensure long-term viability;
- Reflect the recommendations of State Sporting Associations; and
- To strengthen club's participation in programs that promote social responsibilities such as alcohol management, access and inclusion and junior development.



For further information or to express your interest in an upcoming opportunity, please contact the Team Leader – Sport Development & Community Participation.

Appendix I: Small Business Partnership

Primary Tenants of a sporting reserve are eligible to apply to include the hours of one or more small business physical activity providers within their Seasonal Allocation.

Eligibility

A Small Business Partnership will be considered if parties to the Partnership are:

- A Community Sporting Club who is a Primary User of a Council facility, and
- A Small Business, as defined by Australian Bureau of Statistics (employs fewer than 20 people), with a primary purpose of delivering physical activity opportunities for the community (e.g. Yoga, Pilates, Personal Training etc)

Application and Renewal Process

- The Primary Tenant must complete a *Small Business Partnership Form* which forms part of the *Seasonal Allocation Application Form*.
- Partnerships generated after the completion of the *Seasonal Allocation Application Form* can download the *Small Business Partnership Form* from Council's website and submit to their Sport & Recreation Development Officer.
- Partnership Renewals will be completed via the *Small Business Partnership Form*, via a subsequent Seasonal Allocation Application Process.

Approval Criteria

- Approval of a Small Business Partnership is at Council's discretion, considering the following criteria:
 - Facility availability, including secondary user requirements;
 - Facility condition (e.g. sportsground load) and suitability;
 - Partnership alignment with Sports Facility User Guide principles;
 - Partnership serves the needs of Wyndham residents, particularly those local to the facility; and
 - Partnership has sound governance structures, clearly defining obligations of the relevant parties.

Other Conditions

- Partnerships with Wyndham based small businesses are strongly encouraged.
- Council approval of the Small Business Partnership will last for the duration of the Primary Tenants licence period, to a maximum of twelve (12) months.
- A partnership may include two (2) Primary Tenants across two (2) seasons, if the Primary Tenants are licenced to the same facility (e.g. an AFL and Cricket Club collaboration).
- If approved, the Primary Tenant(s) will manage all elements of the partnership with the Small Business provider.
- Facilities are provided for the primary purpose of community sport. Council will not support significant modification to the facilities (e.g. constructing additional spaces) or the nature of use of existing spaces (e.g. such as setting up a changeroom as a gym on a permanent basis).

Conduct of Activities

- Small Business providers are expected to:
 - Perform a safety inspection of venue prior to each and every session;
 - Not create any noise from training activities that unreasonably disturbs other users and adjacent residents;
 - Not use whistles, megaphones, amplified music or amplified audio (voice) equipment;
 - Always be considerate to other reserve users and adjacent residents;
 - Not use aggressive and/or intimidating behaviour;
 - Ensure no damage or litter remains as a result of activities;
 - Not attach equipment or infrastructure to trees or furniture;
 - Ensure that any temporary exercise equipment used does not create any hazards or obstruction;
 - Not drag tyres and other heavy equipment; and
 - Not use portable lighting.