



Seasonal Allocation of Sporting Facilities

CONDITIONS OF USE



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Conditions of Pavilion and Grounds Use Policy

Council allocates pavilions and grounds on a seasonal basis to sporting Tenants subject to the following conditions:

PREFACE

Council recognises the value of providing sports grounds and pavilions to facilitate the playing of organised sport. Council provides a range of quality, accessible sporting facilities within the Municipality. Amongst other benefits these facilities provide, they also assist in Councils objective to encourage active and healthy lifestyles of its residents and a sense of belonging and community connectedness.

Council recognises that it has a responsibility towards neighbouring property owners and encourages seasonal Tenants to preserve the amenity and sense of well being to maintain neighbourhood harmony and cooperation.

This policy has been developed to define Council and Tenant and responsibilities regarding the use of sporting facilities and to protect residential amenity.

DEFINITIONS

Sport means an organised and competitive activity that aims to promote physical activity and well being.

Sport Field means an area of open space provided specifically for the purpose of conducting formal sport or informal recreational activity.

Reserve means the area of land, which contain not only a sports field but other community infrastructure and open space.

Tenant means any Tenant, organisation or school that has been allocated the seasonal use of a ground(s) and/or pavilion(s) owned or managed by Council.

Facilities means either / or both the sporting pavilion and sporting grounds seasonally allocated to the Tenant.

Pavilion means the Council building allocated to the Tenant for a specified season to support the provision of their activity.

Ground means the sports ground(s) or field allocated to the Tenant for a specified season, for the purpose of conducting formal sport or informal recreation activity.

Season means the period of time the Tenant has been allocated use of a pavilion and/or ground for “home and away” matches unless otherwise stated.

- The winter season shall normally commence on 1st April and finish on 31st August of the same year.
- The summer season shall normally commence on 1st. October and finish on 28th February of the following year.

The seasonal use excludes finals.

Multi purpose room means a room within the pavilion that is multi functional in nature which is available for Tenants for social activities or other compatible community groups for their activities.

Casual use means the use of pavilion(s) and/or ground(s) outside of seasonal use. Granted access for ‘one – off’ use.

Council means the Manningham City Council.

Director Assets and Engineering shall be deemed to include any other Officer of the Council acting with the authority of the Director Assets and Engineering expressly or implied.

APPLICATION

The right to use sports grounds and pavilions is subject to Council receiving a completed Application to Use Seasonal Sports Facilities. The Application must include a personal undertaking signed by the President and Secretary or by other duly authorised office holders of the Tenant, permitted by the Tenants constitution or Rules of Association on behalf of the Tenant.

CARETAKER TENANT (PRINCIPAL TENANT)

The Council will appoint one Tenant at each venue as the Principal Tenant for the period of the season. If there is only one Tenant based at the venue then it automatically becomes the Principal Tenant. If there are several Tenants using the one venue, the Principal Tenant will be that Tenant which uses the facility the most on a weekly basis.

The Council will communicate with Tenants where practical through the Principal Tenant. It will be the responsibility of the Principal Tenant to pass on the information to the other Tenant/s and if necessary determine a resolution to any identified issue or problem.

SHARED USE

Council retains the right to authorise shared or casual use of seasonally allocated facilities by any other Tenant, community group or organisation.

USE OF PAVILION AND SOCIAL FUNCTIONS

The pavilion may only be used (unless otherwise agreed to by the Council) between the hours specified in the annual allocation schedule.

- Activities conducted on Monday, Tuesday, Wednesday, Thursday and Friday evenings must conclude by 11.00pm
- Social gatherings conducted on Saturday evenings / Sunday mornings must conclude by 1.00 am
- Activities conducted on Sundays must conclude by 10.00pm

The social gatherings conducted in the pavilion must be connected with the operation of the Tenant.

The Tenant shall not use any form of public address or other sound system that is audible from outside the building provided that nothing in this clause shall prevent the use of a siren or public address system during sporting events played on the grounds, provided that such use shall be restricted to the hours of allocation in accordance with the schedule.

The Tenant shall comply with all statutes, regulations and ordinances regarding the conduct of the Tenants use and occupation of the premises.

The Tenant shall not use the pavilion for the purpose of a cabaret, place of assembly, reception rooms, and restaurant or for other forms of entertainment without the prior written consent of the Director Assets and Engineering provided that nothing in this clause shall prevent the normal meetings associated with the activities of the Tenant. Such written consent may cover periods of up to six months from the date of the request.

The Tenant shall not use or suffer to be used the premises for any illegal or objectionable purpose or for any noxious, noisy, offensive or dangerous business, manufacture, occupation or activity or for any act which is or may be an annoyance, nuisance or inconvenience to Council or adjoining land owners or occupiers or any other person.

The Director Assets and Engineering may require the user to supply a full detailed, written or printed statement detailing the exact nature of any planned event for the seasonal allocation period.

Should a situation occur (whereupon one or more calendar years or seasons) a Tenant repeatedly fails to sufficiently monitor the finishing times of social functions held at the venue which they have been allocated, then Council may elect to review the Tenants access to and use of the facility.

PROPER CONDUCT

The Tenant must ensure that proper conduct is observed in regards to the use of sporting facilities. The Tenant shall abide by all relevant legislative requirements, Australian Standards and Council Local Laws pertaining to Council sporting facilities.

Tenants must not use the facilities in a manner which causes a nuisance to other persons. The Tenant is responsible for the supervision and control of all Tenant members, participants and spectators when the facilities are in seasonally allocated use. The Tenant must contact the police to arrange for the removal of any persons causing endangerment to others, where required.

REFUSE ADMITTANCE

The Tenant must refuse admittance to, or arrange removal of, any persons who commits disorderly conduct within the facilities.

PERMISSION TO OCCUPY

The right conferred on the Tenant shall be a permission to occupy and shall not be construed as a tenancy. Nothing contained in these conditions shall confer on the Tenant the right to exclusive possession and the Council may at its discretion allow other individuals and groups to have casual use of the premises.

FREE ACCESS

An employee of Council, whom the Director City Assets and Engineering may appoint, shall at all time's be entitled to free access to any and every part of the pavilion to conduct regular weekly inspections. If additional inspections are required, where practical, the Tenant will be advised and invited to have a representative accompany Council's representative.

ASSIGNMENT

Tenants which are granted permission to use the pavilions and grounds for the season shall not assign the right of use to any other organisation, body or individual or allow any other organisation or body or individual to exercise the right of use granted to the Tenant.

ADDITIONAL USE

A separate completed Application to Use Seasonal Sports Facilities must be submitted to the Sports Development and Liaison Officer where the pavilion and ground is required for use, additional to that granted in the seasonal allocation (including, requests for pre-season training, pre-season matches.

The relevant League will be responsible to apply as a casual user for use of facilities for Finals training and finals matches.

FACILITY MAINTENANCE

The Tenant shall keep the premises in the same condition as at the commencement of the season and shall at all times keep the premises properly cleaned, repaired and maintained throughout the usage period, fair wear and tear excepted. This shall be done at the expense of the Tenant.

Council Officers will undertake pavilion inspections to check that the pavilion and associated facilities are clean, that all utilities are functioning properly, observance of occupational health and safety requirements and essential services such as fire extinguishers, hose reels, fire blankets, emergency exits and are in working order and located appropriately.

FACILITY BOND

A facility bond will be required at the commencement of each season. This bond is refundable provided that facilities and grounds are maintained to Councils expected standard. Bond amounts are set in accordance with Councils "Sporting Facilities – Seasonal Allocations Management and Pricing Policy".

Council will undertake any necessary cleaning or repair and invoice the responsible Tenant if standards are below expectation. This will be determined at change over inspection time. Where facilities are shared the cost will be divided equally amongst users.

CLEANING POLICY

Council pavilions must be cleaned and maintained in a state suitable for use by current and potential Tenants.

It is the responsibility of all Tenants using Council facilities to leave pavilion(s), toilets, showers and grounds in a clean and tidy condition immediately after EACH use, to ensure that the facilities are securely locked before leaving to prevent damage or abuse to the facilities.

Any cleaning the Council is required to undertake will be deducted from bond monies.

GRAFFITI/VANDALISM

The Tenant is responsible to report all external graffiti / vandalism on the pavilion and / or surrounds to Council's Civic Buildings Unit.

Tenants are responsible to remove internal graffiti in accordance with Council policy which states that:

- Offensive graffiti to be removed within 24 hours
- All other graffiti to be removed within 48 hours

CLEANING EQUIPMENT

Supply of cleaning equipment is the responsibility of the Tenant and will be administered by the Principal Tenant. All cleaning agents used will be environmentally friendly.

LITTER AND RECYCLING

All rubbish removed from pavilions and grounds must be placed in appropriate bins. Council provides bins at reserves for public use. Garbage bins are collected weekly, recycling - fortnightly and green waste on the alternate fortnight. Additional rubbish generated as a result of Tenant functions, including bottles, food scraps and paper, must be removed at the Tenants expense.

Tenants are expected to separate their rubbish for the recycling purposes.

Tenants are required to place bins out for collection on the designated collection day and remove the bins from the kerb after collection and store in a secured area so as to minimise potential arson risks.

INSPECTION SYSTEM

Pavilions and grounds will be inspected by Councils Sports Development and Liaison Officer at least once each season and generally around the change over period in September and March each year. These inspections are to ensure Tenants compliance to the conditions of use. If any breaches are identified the cost of rectification will be deducted from the Tenant Facility Bond, If the costs of rectification exceeds the bond amount these monies will constitute a debt which will be payable by the Tenant.

ELECTRICITY, TELEPHONE, GAS AND WATER

Tenants are responsible for all pavilion electricity, telephone, gas, and water services and usage charges.

FLOODLIGHTS

Floodlights may only be used during the hours when Tenants are allocated use of facilities as set out in the schedule, and can only be used for the playing of matches and for training purposes.

Floodlights must be turned off when matches and training programs have finished and must not be left on or used for social functions conducted at the ground or pavilion without prior written consent from the. Tenants shall organise and meet the cost of all maintenance and electricity costs for floodlights. Council will consider a 50% funding contribution to installation or upgrade.

SECURITY AND LOCKS

Tenants are responsible for the security of the pavilions during their allocated use and will be liable for the cost of replacing missing padlocks. Pavilion locks are not to be changed and Tenants infringing this condition will be charged a fee of \$100.00 per lock.

VEHICLES

Tenants shall ensure that vehicles are not driven on the playing fields and shall observe Council's requirements in this regard.

KEYS

Keys to pavilions are obtainable from the City Development Directorate and must be returned at the conclusion of the season to the Sports Development and Liaison Officer within seven days of the end of the allocation period. Tenants not returning keys on time will forfeit the key security deposit of \$100.00.

ALTERATION TO PAVILION

No alterations to grounds or pavilions, its fixtures and fittings including painting of walls etc. shall be permitted without the prior written consent of the Director Assets and Engineering and any adherence to any specific requirements in this regard.

SECURITY SYSTEMS

Any Tenant wishing to install security systems must first seek approval from Council, and where consent is given, agree to meet all associated costs of the installation and on going maintenance.

GATEKEEPERS BOX

The Tenant is responsible to fully fund and maintain gatekeeper's boxes. However application must be made through Council's Capital Works Funding Program for assessment of design, proposed location and dimensions proposed.

COACHES BOX

Council provides a standard coaches box for each of its venues and is responsible for the ongoing maintenance of these.

LINE MARKING

It is the responsibility of the Tenant to maintain line marking on recreation reserves. Boundary dimensions are to comply with sports association guidelines. Omnicarb is the recommended product to carry out the work. Alternative products are subject to Council consent and should be directed to the Sports Development and Liaison Officer.

PORTABLE SOCCER GOALS

All Tenants wishing to use Portable Soccer Goals must ensure that all Portable Soccer Goal Posts conform to the current Standards Australia Handbook (HB 2272003). The manufacturer should provide the Tenant with a Certificate of Conformity. The handbook HB227 2003 can be purchased direct from the Standards Australia website (www.standards.com.au) as hardcopy or PDF.

All portable goals posts must be stored in a safe and appropriate manner.

USE OF ATHLETIC TRACK - RIESCHIECKS RESERVE

The athletics track may only be used between the hours specified below:

DAYS	TIMES	NOTES
Monday - Thursday	9.00am - 7.30pm	Max. Of 4 Tuesday nights events per season. Must finish by 9.30pm.
Friday	6.00pm - 9.30pm	Max. Of 6 bookings per season.
Saturday	9.00am - N.A.	
Sunday	10.00am - N.A.	Max. Of 2 DLAC events per season.

It is important that Tenants note the following conditions for use of Athletic facilities:

- PA system can only be used during designated hours
- Starting pistols to be used only between designated hours and at authorised events
- If a public address system is to be used at the track for the purpose of conducting a meeting the public address system must have a noise limiting device installed and calibrated by Council's Local Laws Department

The Tenant may apply for authority to conduct special events on the athletics track outside the hours stipulated above. The prior written consent of the Director Assets and Engineering will be required to conduct such events.

The Director Assets and Engineering may require the Tenant to supply a fully detailed printed statement showing the Tenant's seasonal program of events and if necessary a schedule of the day's program of events.

FOOD ACT

The Food Act 1994 requires that all Tenants that sell food must be registered with Council. The registration requires a Food Safety Program and Food Safety Supervisor. Council offers the appropriate training to community groups. Tenants must register annually and registration forms are sent out in November each year.

Temporary Food Premise permits are required for one off events or fund raising barbeques/food stalls, where the Tenant is not already registered with Council.

The Tenant must maintain food handling, storage and preparation areas in a clean and hygienic state and implement a regular program which ensures that contact surfaces, appliances, equipment, floors and non contact surfaces are regularly cleaned. Storage, handling, preparation and sale of food must comply with the Food Act requirements and any other conditions prescribed by Council's Health and Local Laws Unit.

LIQUOR LICENCE

The Tenant shall not permit the sale or consumption of liquor on the premises without obtaining a liquor licence which is required by law. The licensee shall not apply for or hold any licence in respect of the premises and make application for variation of the existing licence without the prior written consent of the Director Assets and Engineering. Where Council gives consent the Tenant must comply with the conditions of the Liquor Control Commission.

ADVERTISING/SIGNAGE

Advertising on pavilions and surrounds is subject to Council's "Outdoor Advertising on Council Owned and Managed Property" policy and "Signage Guidelines 2009" In particular these policies provide guidance on sponsorship signs, attachment of signs, sizes and presentation details, as well as approval processes etc. A copy of these policies can be obtained from Council.

SMOKING

The Tobacco Act 1987 prohibits smoking in any enclosed premises. Smoking is not permitted within Council buildings. Tenants must ensure that this condition is strictly adhered. An enclosed premise is defined in the Tobacco Act 1987 as any room or a premise that is or are substantially enclosed by a roof and walls or any part of them are:

- Permanent or temporary and
- Open or closed

Tenants must ensure that butts are disposed of in responsibly to minimise litter.

END OF USE PERIOD

Upon expiry of the allocated period of use the Tenant shall immediately vacate the premises and shall ensure that the premises are left in a clean and tidy condition.

The Tenant shall remove any fixtures, fittings or property belonging to the Tenant before the end of the allocation period and shall make good any damage caused by such removal. The Tenant may be permitted to retain the fixtures, fittings or property belonging to it, if the Tenant allocated use for the next season consents to the items remaining.

If the Tenant desires that its fixtures, fittings or property remain at the facility, it must request the Sports Development and Liaison Officer discuss the matter with the incoming seasonal Tenant (assuming the allocation for the new season) to ascertain the Tenants agreement or otherwise to the arrangement.

DETERMINATION

If the Tenant commits, permits or allows any breach or default in the performance and observance of any of these conditions the Council may give notice in writing to terminate the permission to use the facility and the Tenant shall immediately vacate the facility and any lodged facility bond held by Council shall be forfeited to the Council.

REFUSAL TO GRANT USE

It shall be at the discretion of the Director Assets and Engineering to refuse to grant the use of a pavilion or grounds in any case and, notwithstanding that permission to use the premises may have been granted or that these conditions may have been accepted and signed and the fees and deposit paid.

The Director Assets and Engineering shall at his or her discretion cancel such permission and direct the return of the fees and deposits so paid, and the Tenant hereby agrees in such case to accept the same and shall be held to have consented to such cancellation and to have no claim at law or in equity for any loss or damage in consequence thereof.

DISPUTES

In the event of any dispute or difference arising as to the interpretation of these conditions, or of any matter or thing contained therein, a panel, comprising a Councillor, the Director Assets and Engineering, and the Presidents from two independent Tenants be selected by a Councillor and the Director Assets and Engineering, shall be convened to arbitrate on the dispute. The decision of the panel shall be final and conclusive. The panel will be chaired by a Councillor.

LIABILITY

Neither the Council nor its servants shall be liable for any loss or damage sustained by the Tenant or any person, firm or corporation entrusting to or supplying any article or thing to the Tenant by reason of any such article or thing being lost, damaged or stolen. The Tenant hereby indemnifies the Council against any claim by any such person, firm or corporation in respect of such article or thing.

The liability for damage to the pavilion(s) and ground(s) applies only to when the facilities are being used by the Tenant and excludes damage by fire, storm and tempest.

Liability for damage to the pavilion(s) and ground(s), but excluding damage or loss of Tenant property, caused by vandalism that occurs outside the hours when the Tenant has been allocated use of the pavilion(s) or ground(s) shall be the responsibility of Council.

INSURANCE

The Tenant shall not do or neglect to do or permit to be done or left undone anything which will affect the Council's insurance policy or policies relating to fire or public risk in connection with the pavilion and the Tenant hereby agrees to indemnify the Council to the extent that such policies are affected through any such act of commission or omission.

In the case of property damage relating to vandalism or misuse the Tenant will be responsible for the cost of repair. Bond amounts will be used to cover costs and where costs exceed bond amounts the Tenant will be responsible for any additional costs.

Council Insurance Excess is currently \$10,000

The Tenant shall at all times during the allocated period of use insure and keep insured with an Insurance Company approved by the Council against public risk for an amount of \$10 million and pay all necessary premiums for those purposes and prior to occupying the pavilion(s) and/or ground(s) deliver to the Director Assets and Engineering a copy of policy and receipt for the current years premiums.

CONTENTS INSURANCE

The Tenant must obtain their own contents insurance, noting the interest of Council as owner of the premises to protect and cover all contents, property and chattels owned by the Tenant.

ACTS AND REGULATIONS

The Tenant shall conform to the requirements of the Health Act, Local Government Act any Local Law or regulations made there under and shall be liable for any breach of such Acts, Local Laws or Regulations. All other statutory rules, provisions and regulations of the Commonwealth of Australia or State of Victoria for the time being in force must be complied with by the user and the notices given to the proper Officers.

RISK MANAGEMENT

The Tenant must provide Council's Sports Development and Liaison Officer with a Risk Management Plan pertaining to the Tenants activities at each of the allocated sports grounds and pavilions, prior to the commencement of the allocation period.

The Tenant is responsible for the health and safety of players and supporters who attend facilities. Risk management issues should be directed to Council when identified.

The Tenant is required to inspect their playing surfaces and associated facilities on match and training days and decide if they provide a safe environment.

FIRST AID KITS

The Tenant must provide and maintain a First Aid Kit/s and equipment for use at the sports ground and pavilion in accordance with the requirements specified by their Affiliated Association.

EMERGENCY EVACUATION

The Tenant/s must ensure that officials and players are familiar with each sporting facility's layout, particularly in regard to the location and access to entry and exit points of the building. The Tenant/s must also keep an adequate first aid kit at the facility which is regularly inspected and replenished, as required.

The Tenant/s must ensure that an appropriately trained official is on site at all training sessions /competition matches and takes responsibility for implementing an emergency evacuation procedure in the event that it is deemed necessary.

The Tenant/s must ensure that people associated with the facility receive instruction in evacuation procedures and must ensure that the emergency plan is tested at least annually. The tenant/s must advise Council in writing of its Emergency Evacuation Plan and the date it was tested and further, advise of any changes which have been made following the testing of documented procedures.

A copy of the facilities Emergency Evacuation Plan should be displayed in a prominent location at the facility and all identified evacuation routes / paths of travel should be clear of obstructions at all times. A copy of the tenant/s Fireplan should be forwarded to Council.

Where facilities are located in potentially "bush fire prone" locations the tenant/s must implement a Fireplan, developed in conjunction with the CFA and Victoria Police. The tenant/s will need to establish a predetermined policy on whether club activities should proceed on declared total fire ban days.

INCORPORATION

The Tenant must be incorporated. Incorporation creates a legal identity for the Tenant user groups, separate from that of its members. For more information on how to become incorporated Tenant/s should contact Consumer Affairs Victoria on 1300 558 181 or visit www.consumer.vic.gov.au

COMMUNICATION BETWEEN TENANT AND COUNCIL

Unless indicated to the contrary all matters related to allocation and use will be directed through the Tenant's Secretary. Matters relating to allocation and use of reserve should be directed to the Sports Development and Liaison Officer.

Matters relating to ground and pavilion maintenance including damage should also be reported in the first instance to the Sports Development and Liaison Officer. Please refer to attached Key Contacts table for useful and important numbers (page 11).

Key Contacts

ISSUE	RESPONSIBLE AREA	CONTACT	PHONE
Leases	Property Management	Property Management Officer	9840 9462
Finance Issues / Loans	Finance Unit	Chief Finance Officer	9840 9457
Building Maintenance	Parks and Recreation	Sports Development and Liasion Offer	9846 0519
Grounds Maintenance	Parks and Recreation	Sports Development and Liasion Offer	9846 0519
Seasonal Allocations	Parks and Recreation	Sports Development and Liasion Offer	9846 0519
Club Administration	Parks and Recreation	Sports Development and Liasion Offer	9846 0519
Strategic Planning and Facility Development	Landscape and Leisure	Recreation Planner	9840 9348
Floodlighting	Parks and Recreation	Sports Development and Liasion Offer	9846 0519
Food Handling	RMS and Health	Environmental Health Officer	9840 9256
Incorporation	Consumer Affairs Victoria	External Organisation	1300 558 181
Liquor License	Consumer Affairs Victoria	External Organisation	1300 558 181
Risk Management	Risk Management	Principal Consultant Risk Management	9840 9204

Working With Children Declaration

An employer or volunteer organisation must ensure they comply with the following obligations as stated in the Working with Children Act 2005.

THE TENANT MUST:

- Ensure that all employees or volunteers who are required to apply for a Working with Children (WWC) Check do so by the required deadline. People who work or volunteer in connection with the following sport or recreational activities will need to apply by 30 June 2009:
 - Athletics (including Little Athletics)
 - Basketball
 - Cricket
 - Football (Australian Rules)
 - Football (Soccer)
 - Gymnastics (including Trampolining)
 - Martial arts
 - Netball
 - Swimming (including Lifesaving)
 - Tennis

All remaining sporting or recreational activities will be 'phased in' in Year 4 (from 1 July 2009 to 30 June 2010).

- Ensure that you do not engage a person in 'child-related work' if they are required to apply for a WWC Check and have not done so by the due date
- Where your employees or volunteers are not required to apply for a WWC Check because their contact with children is directly supervised, ensure that the supervisor has applied for and passed the WWC Check unless an exemption applies
- Ensure that employees or volunteers who are given a Negative Notice do not undertake 'child-related work', even if directly supervised
- Ensure that your employees are not undertaking 'child-related work' with a 'volunteer' Assessment Notice and WWC Check Card; employees must apply for an 'employee' Assessment Notice and WWC Check Card
- Ensure you comply with obligations to keep employees' and volunteers' information confidential as required under the Working with Children Act 2005 and by any other relevant laws.

ADDITIONALLY, THE TENANT SHOULD:

- Record your employees' and volunteers' unique Application Receipt Number (received when they lodge their application)
- Confirm that your employees and volunteers have passed the WWC Check and sight your employees' and volunteers' WWC Check card as evidence that they have passed the WWC Check
- Record your employees' and volunteers' WWC Check Number, which is different from their Application Receipt Number
- If you engage a self-employed person who is required to pass the WWC Check, you should sight the person's WWC Check card
- Develop internal processes in the event of an existing employee or volunteer being given an Interim Negative Notice or Negative Notice.

Working With Children Declaration

I the undersigned, have read, understood and agreed that I and all persons associated with the Tenant will abide by the obligations stated under the Working with Children Act 2005.

I accept that if I do not comply with these obligations, the Seasonal Tenant may be subject to criminal penalties.

Name: _____ Position: _____

For and on behalf of Club: _____

Signed: _____ Date: _____

Conditions of Use Agreement

I the undersigned, have read, understood and agree that I and all persons associated with the Tenant will abide by the Conditions of Use – Seasonal Allocations of Sporting Facilities.

Name: _____ Position: _____

For and on behalf of Club: _____

Signed: _____ Date: _____