

# SPORTING FACILITY APPLICATION

Please complete all fields and return to Dubbo Regional Council via email [council@dubbo.nsw.gov.au](mailto:council@dubbo.nsw.gov.au). For any further information, please contact Recreation Coordinator on 02 6801 4000.

APPLICANT DETAILS	
Title	<input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Miss <input type="checkbox"/> Ms <input type="checkbox"/> Other - Please specify: _____
Name	
Organisation	
ABN/CAN	
Residential Address <i>Include City, State &amp; Postcode</i>	
Postal Address <i>Include City, State &amp; Postcode</i>	
Contact Number	
Email Address	

EVENT DETAILS			
Event			
Attendance			
Start date		End date	
Start time		Finish time	

SPORTING FACILITY			
Dubbo			
	Apex Oval - Main Field		Apex Oval – Outer Fields - number required _____
	Barden Park		Bob Dowling Oval
	John McGrath Oval		Jubilee Oval
	Hans Claven Oval		Katrina Gibbs Oval
	Lady Cutler - number of fields required _____		Lady Cutler – East
	Lady Cutler - South		Nita McGrath
	Pioneer Oval Dubbo		South Dubbo Oval
	Victoria Park No. 1 Oval		Victoria Park No. 2 & 3 Ovals
	Pavans - number of fields required _____		Dubbo Regional Cycling Facility

# SPORTING FACILITY APPLICATION

Wellington / Geurie			
	Bicentennial Oval		Kennard Park
	Rygate Oval – Grassed Oval		Pioneer Oval
	Rygate Oval - Courts		Tom Culkin Oval

FACILITY REQUIREMENTS			
	Amenities		Clubhouse (meeting / function room)
	Canteen		Change Rooms
	Sports Lighting (will incur a charge)		

ADDITIONAL REQUIREMENTS			
<i>Additional costs may be incurred for the following services</i>			
	Keys and alarm code		Rubbish bins – number required _____
	Additional cleaning of amenities		Cricket Wicket Preparation
	Line Marking		Litter Control
	Other (mark out of underground services, access to power, barrier boards, water barriers, port a loos etc):		

REQUIRED SUPPORTING DOCUMENTATION			
Public Liability Insurance	YES	NO	Copy of Certificate of Currency must be attached
Risk Management Plan	YES	NO	Copy of Risk Management Plan must be attached
COVID Safety Plan	YES	NO	Copy of COVID Safety Plan must be attached

APPLICANT SIGNATURE	
Signature	
Print Name	
Date	

**PRIVACY NOTE:**

Council is bound by the provisions of the Privacy and Personal Information Action 1998, in the collection, storage and utilisation of personal information provided in this form. Accordingly, the personal information will only be utilised for the purposes for which it has been obtained. For further information, please refer to Council's Privacy Management Plan Policy located on Council's website [www.dubbo.nsw.gov.au](http://www.dubbo.nsw.gov.au)

## TERMS & CONDITIONS OF USE

Failure to comply with these conditions could result in the withdrawal of future approvals, the recovery of costs and/or the institution of legal action.

### GENERAL CONDITIONS:

1. This Sporting Facility Booking is issued subject to user groups meeting the conditions of approval and obtaining all necessary approvals of Dubbo Regional Council and any other relevant authority.
2. Booking dates, times, venues, the Conditions of Use for Dubbo Regional Council Sporting Facilities and comply with COVID-19 NSW and Federal current advice / regulations. Public Health Orders must be adhered to at all times. Should a user group not comply, the discretion will be referred to the Recreation and Open Space Team for review and may have implications on future sporting facility bookings.
3. User groups must ensure that Dubbo Regional Council is notified in writing of any changes/cancellations to the application.
4. Dubbo Regional Council's Public Liability Insurance Policy covers the respective rights and liabilities of the Dubbo Regional Council and its agents but does not cover any negligence attributable to the user group or person acting on the user group behalf. Accordingly, Dubbo Regional Council is to be indemnified for \$20 million against any claims for liability connected with the hirer's use and control of the area. A copy of the Licensee Public Liability Insurance Policy with specific cross liability clause inserted is to be submitted to Dubbo Regional Council prior to the event /activity with the Application Form.
5. User groups are responsible for conducting their own risk assessment of Council's Sporting Facilities prior to training, competition or an event and providing a Risk Management Plan to Council at least 4 weeks prior to training, competition or an event.
6. Any assistance required to be undertaken by the Recreation and Open Space Team for this event / activity outside normal working hours of Monday to Friday 9:00am to 5:00pm, will be charged to the sporting association/club at the applicable Dubbo Regional Council rates as set out in the Dubbo Regional Council Fees and Charges.
7. A sportsground inspection including playing surface and all structures such as goal posts, in-ground sprinklers is to be carried out by the user group prior to the commencement of training, competition or an event to ensure the safety of the grounds prior to use. Any problems should be fixed immediately if possible or referred to Council as soon as practical. The event / activity should not commence until any problems are rectified.
8. Keys for are to be collected from Council's Administration Building one day prior to the event and returned one day post event. User groups will be charged to replace any damaged or lost keys as set out in the Dubbo Regional Council Fees and Charges.
9. User groups must remove all equipment (either privately owned or hired from a third party,) temporary structures, signage and waste from the Sportsground at the conclusion of the event / activity.
10. Dubbo Regional Council does not take responsibility for any loss or damage to the user group infrastructure and equipment associated with their event / activity installed in the Sportsground. All infrastructure and equipment that is on site is at the user groups own risk.
11. The user group agrees to adhere to all reasonable directions or requests given by any authorised officer of Dubbo Regional Council or members of the NSW Police Service. Failure to do so will result in the termination of the Sporting Facility booking
12. No vehicles are to be driven on any sports ground or non-defined vehicle areas without written approval from Council.
13. No parking of vehicles is permitted on any grass area without written council approval.
14. User groups are responsible for ensuring that suitable arrangements are made for access by emergency vehicles (e.g. Police, Fire Brigade and Ambulance).
15. All marquees, jumping castles and signage erected must adhere to the Council's Peg Policy for Sporting Grounds, Parks and Garden. This includes the use of star pickets or pegs bigger then 5mm wide and 200mm long not being permitted. Written approval from Council is required for marquees, jumping castles or signage that is outside the Peg Policy as the marking of underground services may be required and incurs additional charges.
16. User groups must not erect, display, affix or exhibit any sign, advertisement, name, notice or hoarding on the Sportsground without the prior approval in writing to Dubbo Regional Council.
17. No smoking is permitted within sporting facilities including grandstands and the perimeter fence. It is the responsibility of user groups to ensure that all spectators attending abide by this regulation.
18. User groups are to ensure sporting facilities are locked including amenities, canteens, canteen roller doors, gates etc after each training, competition and/or event and that all equipment including microphones, scoreboard controls etc are placed in the appropriate position.
19. User groups are to ensure the security system is turned on and off correctly. Failure to do so requires a security call out to check out the alarm fault. The User groups will be invoiced \$100 per call out.
20. Wi-Fi is only to be used for event purposes with a password provided upon request. Monitoring of the use will take place and if it is found to be not used correctly then Wi-Fi will no longer be made available to user groups.

## **BARDEN PARK CENTRE OF EXCELLENCE FOR ATHLETICS:**

1. The lift at Barden Park is only to be used for disabled access. The lift is activated by a standard National Disabled Left key. The lift is not to be used as a freight lift.
2. All sprint and hurdle training and competition warm ups is to take place on the back straight on the Eastern side of the synthetic surface.
3. All other running training and warm ups is to take place on the outer lanes of the synthetic surface and not lanes 1 and 2.
4. All long jump training and warm ups is to be carried out at the pole vault long jump pits or the south east corner long jump area.
5. All discus and shot put training and warm ups is to be carried out on the eastern side areas.
6. No grass spike athletic shoes are to be used on all synthetic areas. Failure to comply will result in the user group being invoiced for 'actual costs' to repair the track.
7. No athletic spike shoes are to be used within the grandstand
8. Maximum allowable spike length on the track
  - Track events 7mm (Conical or Christmas tree style)
  - Field events 9mm (Conical or Christmas tree style)
  - Needle and Pin spikes not permitted
9. Starting blocks must have 12mm spikes and can be used for all sprints up to and including 400m and the 4 x 100m relay.
10. Care should be taken moving, setting and packing up equipment
11. No chairs or tables are permitted on the track surface
12. No food or beverage, other than water, is permitted on the athletics field
13. No riding of push bikes, skateboards, roller blades or the likes is permitted on the track
14. No ball games are to take place on the athletics field.
15. Sand is to be swept or blown back into the long jump pits in front of the grand stand after every event. Failure to clean sand back into the pits will see the user group invoiced for 'actual costs'. All long jump pits in front of the grandstand have their own cover. Any covers removed for events must be put back on at the end of your event.
16. Animals are not permitted in the Athletics Centre

## **SPORTSGROUND CLOSURE CONDITIONS:**

1. Dubbo Regional Council reserves the right to prohibit the use of any Sportsground in the event of heavy rain, in times of drought, or where damage is likely to be caused. The Dubbo Regional Council – Management Policy – Wet Weather Cancellations outlines the procedure for wet weather inspections, decision making process for cancellations and communication channels.
2. Wet weather refers to a rainfall event which may affect the characteristics of a Sportsground and subsequent use of the Sportsground is likely to cause damage to the playing surface and/or player injury.
3. Any excessive damage caused to the Sportsground from inappropriate use is the responsibility of the user group. Dubbo Regional Council will invoice the user groups for all damage caused to the Sportsground and/or possible suspension of future bookings in instances where such damage is considered to be excessive and greater than would be expected from normal wear and tear.

## **SALES AND CONSUMPTION OF ALCOHOL:**

1. For the sale of liquor at the event / activity at sporting facilities, the user group must apply to the Department of Gaming and Racing for a temporary or permanent function licence A temporary function licence can be granted for up to three functions per year.
2. If the Licensee would like to sell liquor at more than three functions per year, a permanent function licence must be obtained. The application should be lodged with the nearest Licensing Court registry at least 28 days (temporary function) or six weeks (permanent function) prior to the first function. A copy of the application must be provided to Dubbo Regional Council and the Commander of the nearest police station within three working days of the application being lodged with the Court. Please note: under the Liquor Act, unlicensed sale of alcohol can incur fines. Under the Liquor Act a person shall not give or sell alcohol to a person under the age of 18 (fines apply). The Department of Gaming and Racing has imposed mandatory requirements for RSA (Responsible Service of Alcohol) training for volunteers (this means anyone who serves alcohol from canteens or serves alcohol at any function). As from 1 July 2004, all casual or volunteer members involved in the sale, supply or service of liquor must hold a recognised RSA certificate.

## **ELECTRICAL CONDITIONS:**

1. The user group is required to pay the cost of any 'call out' necessary to reinstate power at the venue due to a power overload. At no time shall any power outlets or electrical switchboards be changed, upgraded or modified in any way.
2. It is the responsibility of user groups to have all appliances and electrical cords used on Council Sporting Facilities tested and tagged in accordance with current Australian standards and regulatory requirements.
3. The following conditions apply for operating procedures for SINGLE PHASE 240 VOLTAGE POWER SUPPLY:
  - a) The flexible extension lead supplying the device shall be of the heavy duty sheathed type and have a minimum current carrying capacity of fifteen (15) amps.
  - b) After the flexible extension lead is connected to the power outlet in the switchboard and supported in an appropriate manner

at a minimum height of two point four (2.4) meters and a maximum span of ten (10) meters.

c) The flexible cable shall be anchored at the device and shall not enter the device from the top.

4. The following conditions apply for operating procedures for THREE PHASE 415 VOLT POWER SUPPLY:

a) The flexible extension lead supplying the device shall be of the heavy duty sheathed type and have a minimum current capacity of fifteen (15) amps.

b) After the flexible extension lead is connected to the power outlet in the switchboard and supported in an appropriate manner at a minimum height of two point four (2.4) meters and a maximum span of ten (10) meters.

c) For three phase power supplies the user is required to provide a suitable earth leakage circuit breaker at the source of power i.e. to provide protection of the supplying flexible lead and the connection apparatus.

#### AMPLIFIED SOUND CONDITIONS:

1. Sound amplification equipment used must be installed and maintained to minimise the noise impact on residential premises.
2. All amplified sound including test being restricted to between 8.00am and 10pm. No musical entertainment or amplified sound, including sound check's, are to be carried out outside these times.
3. At Apex Oval, Victoria Park and Barden Park the PA system is set up for user groups. User groups are not to go into the main cupboard of the PA system but rather access the system via the announcers boxes.
4. If a user group requires the cordless microphone they must book this in with the Recreation Coordinator before their event. Damage or loss of the portable microphone will see the user group invoiced \$900.
5. User groups are required to turn off the PA system at the end of their event.

#### SUPPLY OF FOOD:

1. All food businesses shall comply with the Food Safety Standards, Chapter 3 of the Food Standards Code. Dubbo Regional Council recommends the user groups distribute copies of Food Handling Guidelines for Temporary Events to all food businesses participating. Copies of the code can be found of the NSW Food Authority's web site at <http://www.foodauthority.nsw.gov.au/retail/markets-and-temporary-events>
2. Upon use of a canteen the user groups must leave the canteen clean and tidy to Council standards ready for the next user group. The cleaning includes all rubbish placed in bins for collection, all supplies are taken, if using deep fryers that oil is brought in and removed after the event (no oil is to remain in the deep fryers or be placed in bins), the water removed from bay-maires if used, benches wiped down, splash backs wiped over, fridges wiped out, the floors swept and mopped, and the area is generally clean and tidy. Please note Council does not provide cleaning products or equipment so this must be brought in by user groups. In the case where the canteen needs to be cleaned by Council's contract cleaner the user group will be invoiced 'actual costs' per clean required.
3. If user groups wish to engage external vendors/services such as food vans it is the responsibility of the user group to ensure the vendor has the appropriate insurances, risk management plans, food handling qualifications and adheres to the terms and conditions of use for sporting facilities.
4. User groups agree that canned beverages only are allowed to be taken onto the Sportsground and under no circumstances are patrons permitted to take glass bottles or receptacles onto the Sportsground. All food and beverages are to be served in plastic containers.
5. User groups agree that all barbeques are to be cooked in designated areas and not on concrete or asphalt areas without a protective splashback material under the BBQ and against the building. If cleaning of such surfaces is required then 'actual costs' will be invoiced to the user group as per the Dubbo Regional Council Fees and Charges.
6. The event organiser must ensure all waste generated is appropriately contained and disposed of via an approved waste contractor or to sewer.

*Advisory Note: Food inspections by Environmental Health Officer's will be conducted on a risk basis.*

#### AMENITIES/CHANGE ROOMS/FUNCTIONS ROOMS:

1. Council ensures the toilets are clean and toilet paper replenished during scheduled cleans. It is the responsibility of user groups to pre-arrange with Council additional cleans (actual cost invoiced to user group) or provide their own additional toilet paper if required, as well as hand wash and paper towel, should they wish to do so.
2. Amenities blocks are to be left in a clean and tidy condition. All taps should be turned off, lights turned off and doors locked.
3. All change rooms are to be left neat and tidy with no ice bags, strapping tape or large amounts of rubbish left on the floor.

#### WASTE MANAGEMENT CONDITIONS:

1. The user groups shall use the waste bins provided at each sporting facilities.  
All sporting facilities are to be left in a clean, tidy and litter-free condition at the completion of the event / activity
2. Any additional cleaning or waste removal that is required to be undertaken by Dubbo Regional Council will be charged to the user group at the applicable 'actual cost' as applicable in the Dubbo Regional Council Fees and Charges.

3. User groups are to remove all excess rubbish and all bins are to be placed in the car park or on the roadside for collection post event/activity.

#### **SPORTSLIGHTS AND REPAIRS:**

1. A sports light fee will not be charged on Sportsgrounds where the electricity is being paid by the Licensee at that Sportsground. Where Dubbo Regional Council pays the electricity account, a charge will be applied for the use of the sports lights according to the Dubbo Regional Council Fees and Charges.
2. Should sports lights globes or fixtures on Sportsgrounds fail to work, user groups are to report to Council to discuss the procedures and responsibilities for repairs. For reasons of efficiency and economy Dubbo Regional Council will carry out replacements of blown light bulbs or damaged light fittings only when a number of repairs are required.

#### **FAULTS, DAMAGES AND REPORTING:**

1. Any unsafe facilities/grounds should not be used and reported to Council immediately via the Council after hour's service on 6801 4000. Calls are logged using this service, and allocated to staff so appropriate inspections and work can be carried out to ensure faults are fixed.
2. All faults within a facility must be reported to Council within 72 hours, so the appropriate inspections and work can be carried out to ensure faults are fixed prior to the next event.
3. If a user group reports a fault during their event and it turns out to be caused by the user groups negligence or misuse, then the user group will be invoiced for the 'actual costs' for fixing the fault. For example a typical problem is the overloading of circuits which requires an electrical contractor call out.
4. User groups hiring facilities/grounds are responsible for all damage caused during their event and will be invoiced the 'actual costs' for any repairs required.

#### **FEES AND CHARGES:**

1. User groups must pay any hire fees and any other reasonable costs incurred, in accordance with the Dubbo Regional Council Fees and Charges.

#### **AMENDMENT / TERMINATION OF AGREEMENT:**

This Agreement is valid for Sportsground for the area, purpose, day and time specified and the booking and may only be amended or supplemented in writing and signed by the Dubbo Regional Council. Council reserves the right to withdraw this sporting facility booking for any date(s) on giving one month's notice of its intention to do so.