# Community Asset Committee Facility User Agreement

This agreement pertains to the ……………………………………………………………. Reserve.

The agreement is between the Reserve Community Asset Committee and the User Group as named and the agreement becomes effective as of the date of signing by the Community Asset Committee. Access is granted subject to the terms and conditions of the User Agreement.

|  |  |
| --- | --- |
| **Signature:**  |  |
| **Position:** |  |
| **Date:**  |  |

**User Group Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Period of Tenure:** (Not including ‘out of season’ or ‘preseason’ access):

**From:** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ **To:** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name), being the club representative of the

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (User Group/Club)

confirm acceptance of the terms and conditions of the User Agreement and herby sign this agreement on behalf of my user group/club to access and use allocated facilities at the above named Reserve.

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Name), being an Officer Bearer of the

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Reserve Community Asset Committee,

 hereby sign this agreement for the aforementioned club/user group be have access.

|  |  |
| --- | --- |
| **Signature:**  |  |
| **Position:** |  |
| **Date:**  |  |

## Facility User Agreement and Guidelines:

**Definitions:**

|  |  |
| --- | --- |
| **Reserve Community Asset Committee:** | Refers to the Recreation Reserve Community Asset Committee, henceforth known as the Community Asset Committee |
| **User Group:** | Clubs or other regular community users |
| **Venue:** | All facilities comprising the Reserve |
| **Facility:** | Area(s) allocated to a user group |
| **Sole Use Areas:** | Area(s) to be accessed by allocated user group only |
| **Shared Use Areas:** | Area(s) to be accessed on a shared basis between one or more user groups |

**Facility Inclusions**

* **The areas to be accessed and available to the user are:**

|  |  |
| --- | --- |
| **Sole Use Areas:** | **Shared Use Areas:** |
| ClubroomsChangerooms & toiletsUmpires RoomsStoreroom/sTimekeepers Box | Social RoomsKitchen/CanteenChangerooms & toiletsDisabled toiletsStoreroom/s |

**Utilities**

* All invoices for utilities will be billed to the Community Asset Committee\*, who will collect payment from the user groups as deemed appropriate by the Community Asset Committee on the basis of agreed percentages.
* Agreed percentages for utilities is as follows:

Electricity\*\*

…………………….. Club ……...*%*

…………………….. Club ……...%

Water\*\*

…………………….. Club ……… *%*

…………………….. Club ……... %

*(\*Except where separate meters are in place)*

*(\*\*Percentages to be confirmed by Community Asset Committee)*

N. B: A review of percentages for utility charges will occur six monthly in the first year of this agreement and annually thereafter, unless usage by any party significantly alters, thereby necessitating a review at the instigation of the Community Asset Committee or any party involved.

**Safety & Risk Management**

* All user groups must nominate a Person in Charge as the key Safety Officer
* There shall be a joint Emergency Evacuation Management Plan for the facility, to be produced and managed jointly by the user groups and the Community Asset Committee. (A copy of the Emergency Evacuation Management Plan is to be maintained by the Community Asset Committee and made available to Council on request.) It should be reviewed on an annual basis. Each party shall be responsible for displaying relevant information regarding the Emergency Evacuation Management Plan in their respective areas and ensuring that all persons entering their areas are aware of the Plan.
* The facility must be maintained in a safe condition at all times.
* All user groups must at all times provide their own fully complete first aid kits.

**Tenure**

* The Community Asset Committee is responsible for allocation of tenure of the facility to the user groups.
* The user group shall have exclusive use of the facility for the period of their tenure, except where access is approved by the Community Asset Committee for the purposes of:
* another user group’s out-of-season requirements, including meetings, registration days, presentations etc;
* promotional activities which may be conducted at the venue; or
* casual hire of the facility

so long as this usage does not conflict with the currently allocated user group’s needs.

* In the interests of the venue and the community, the Community Asset Committee may negotiate any potential booking conflicts to achieve a compromise regarding access.
* No sub-letting of the facility is allowed.
* Where no satisfactory resolution of a dispute regarding access can be reached Cardinia Shire Council reserves the right to mediate and arbitrate the decision, as per the Charter of Operations for Community Asset Committees.
* Tenure may be revocable at any time, without notice, in the event of any contravention of the conditions of the facility User Agreement.

**Finals Matches**

* If any playing surface is required for the conduct of finals matches the respective League or Association must apply directly to Council for such use of the reserve.

**Access /Keys**

* Keys will be issued by the Community Access Committee to all relevant user groups upon the completion and signing of the User Agreement.
* All keys will be returned to the Community Access Committee following the cessation of tenure for each user group.
* One key will be retained by the president of the Football Club and one key will be retained by the Cricket Club for the purpose of holding club meetings, A.G.M’s, registration days etc
* The Community Asset Committee is responsible for maintaining a key register with the names and contact details of all persons allocated with keys and providing an annual update to Council.
* A bond may be required prior to hand over of keys as deemed necessary by the Community Asset Committee, for an amount which they may determine.

**Insurance and Liability**

* The user of the facility must maintain a public liability insurance cover to the value of *$2OM* at all times.
* Proof of cover must be provided annually as part of the booking procedure.
(A copy of certificate of currency must be supplied to the Community Asset Committee. Note that you may also be required to supply a copy of the full insurance policy to the Community Asset Committee or Council upon request)
* The User shall be responsible for all actions, claims, penalties, demands, costs, expenses or damages in any way related to any act or omission in respect to the use of services and facilities in the centre when the User has booked and or uses the facility.
* If the venue is left in an unacceptable condition, due to neglect, not including circumstances out of the user’s control, which results in an action, claim, penalty, demand, cost, expense or damages, then the user who left the venue in an unacceptable condition will be held responsible.

**Theft and Vandalism**

* Council insurance which covers all Council buildings on recreation reserves does not cover contents of the buildings. User groups must have their own insurance for such purposes relating to loss or damage to any property within buildings.
* Council shall not be responsible for any loss or damage sustained by the hirer for any person, firm or corporation entrusting to or supplying any article or thing to the user by reason of any such article or thing being lost, damaged or stolen. The user shall indemnify Council against any claim by any such person, firm or corporation in respect of such article or thing.
* Any act of vandalism resulting in damage to facilities under the control of a user group will be the responsibility of the user group and the Community Asset Committee, with responsibility for costs incurred to be negotiated between the two.

**Building, Alterations, Additions, Modifications**

* No work of any kind, other than routine maintenance, is to be undertaken on a building at a Reserve without prior approval from Council. Should a club wish to undertake major works they must first provide relevant plans and permits and obtain written approval from Council. Please note should Clubs undertake unauthorised works Council may require these works to be removed or satisfactorily completed at the completed at the club’s expense.

**Car Parking**

* Car parking is to occur within designated parking areas only.

**Codes of Conduct**

* Alcohol will not be consumed outside licensed areas at the venue.
Intoxicated persons will not be granted admission. It is the responsibility of the club to ensure all legal requirements of the public liquor laws are upheld in relation to BYO functions.
* Equipment must be maintained in good condition. Replacement of equipment damaged through misuse will be the responsibility of the user group.
* The facility encourages access to all groups. Any individual or group, which through their behaviour limits the enjoyment of other users, will be asked to leave the facility.
* All user groups will be required to document a behaviour code for officials, spectators and players, and to display this within the venue and copies to all relevant persons. All participants using the facility must abide by this code.
* Animals (with the exception of guide dogs) may not enter the venue.
* Smoking is not permitted in all Council facilities. Users are required to enforce this on behalf of Council through appropriate actions and signage. Users may choose to provide a designated outdoor area receptacles for the purposes of smoking.

**Cleaning**

* User groups are responsible for cleaning the venue and removal of rubbish both inside and surrounding the facility prior to departure from the venue on each day of use.
* For example:
* Kitchen benches, crockery and equipment must be cleaned and put away All foodstuffs are to be removed.
* Rubbish bins are to be emptied into large bin outside
* As a guide, floors in all indoor areas utilised must be vacuumed and mopped at the conclusion of every session. Floors, walls, showers and toilets to be cleaned thoroughly throughout the change rooms
* If the shared access areas of the venue are left in an unacceptable condition, that being not ready for use for normal programming, due to neglect, not including circumstances out of the clubs control, contract cleaners may need to be employed and the user group responsible will incur all costs associated with this.

**Maintenance**

* All user groups, in conjunction with the Community Asset Committee, are responsible for maintenance of the facility due to any damage or necessary maintenance that arises during their use.
* All maintenance work must be conducted, reported and recorded in accordance with the Community Asset Committee Charter of Operations and Maintenance Schedules provided by Council.
* If maintenance issues arise in shared access areas as a result of the activities of a user group, the user is to undertake maintenance works as per previously stated requirements. If such maintenance remains unattended to after a reasonable period of time (one month) contractors will be employed and the user group will incur all associated costs.
* As required, Community Asset Committees will develop checklists for inspection of facilities in order to maintain a desired standard and apportion responsibility as necessary. Checklists may need to be developed for cleaning of the facilities, state of the kitchen and toilet areas, damage or faults that may occur. This is in addition to risk management inspections required of Community Asset Committees.
* Inspection of the facility will be conducted by the Community Asset Committee at changeover of user groups or as required, with the Community Asset Committee completing a comprehensive checklist of all aspects of the facility at this point in time.
* For any other items pertaining to maintenance, including playing surfaces and line marking, refer to the Charter of Operations and the Maintenance Schedules supplied to Community Asset Committees.

**Marketing and Fundraising**

* The Community Asset Committee must be consulted on all promotional and fundraising activities occurring at the venue. The Committee shall have the power, in consultation with Council, to approve such events.
* The sale of items by the user groups **as a** fundraising tool is similarly to be approved by the Community Asset Committee.

**Communication**

* The Community Asset Committee and the user groups shall work co-operatively to promote each other’s activities. This will include reciprocal rights to display promotional literature in areas of the venue/facility approved by each and to distribute said material to participants.
* User groups must provide updated contact names and addresses of office bearers following their Annual General Meeting every year to the Community Asset Committee and Council.
* In order to enhance communication between all parties, the Community Asset Committee shall comprise representatives of all user groups and community representatives.

**Change of Conditions**

* Council reserve the right to change any of the above mentioned conditions and will discuss the changes with the user groups and Community Asset Committee prior to implementing any changes.