



MARIE BASHIR MOSMAN SPORTS CENTRE VENUE HIRE POLICY

Public Document

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Purpose

To set out guidelines for the hire of the Marie Bashir Mosman Sports Centre to the public.

In implementing this Policy, Council:

- Recognises the value and benefits of services and activities organised by Centre hirers to the community
- Supports organisations in the delivery of services to the community
- Gives priority to female sport
- Provides for equitable, transparent and accountable processes in determining and allocating use of the Centre
- Ensures the safe, orderly and sustainable use of the Centre
- Reduces the impact of activities on asset condition and maintenance
- Reduces risk by minimising public liability concerns

Scope

Covers the management of the Marie Bashir Mosman Sports Centre as a recreation and community hire venue.

The Venue Coordinator (or nominees) manage the implementation of this Policy.

Definitions

Agreement means this document plus the completed Application form plus the confirmation issued by Council.

Casual hirer means the person, group or organisation authorised by Council to use the Centre under the terms of this agreement and who has ten or less bookings over any twelve month period (Public Liability Insurance Certificate not required for individuals or unincorporated bodies)

Centre / Facility / Venue means the Marie Bashir Mosman Sports Centre, Drill Hall Common, Cross Street, Mosman

Community hirers means hirers that conduct non fee-for-service activities that would generally serve a demonstrated community benefit, such as active recreation which supports community health and wellbeing. Eligible groups include Mosman public and private schools, sporting clubs and groups affiliated in Mosman, and Mosman-based charities and not-for profit organisations. Examples include training by a Mosman sporting club, a group of Mosman residents that form a casual sporting group, or sporting activities by a Mosman school. Casual sporting groups need to demonstrate that the majority of their members are Mosman residents.

Hirer means the person, group or organisation authorised by Council to use the Centre under the terms of this agreement.

Private hirers means hirers that conduct exclusive private functions, events or sporting activities which are attended generally by invitation only and would not generally serve a demonstrated community benefit, such as active recreation which supports community health and wellbeing. Examples include corporate days and training, team building events, an exclusive professional coaching clinic conducted by a sporting body or association, or a product launch.

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Public hirers means hirers that conduct fee-for-service activities that would generally serve a demonstrated community benefit, such as active recreation which supports community health and wellbeing. It also means hirers from outside the Mosman local government area that conduct non fee-for-service activities that would also generally serve a demonstrated community benefit. Eligible groups include public and private schools outside of Mosman, sporting clubs and groups affiliated outside of Mosman, and charities and not-for profit organisations based outside of Mosman. Examples of use include sporting events by schools from outside of Mosman, charities and not-for-profit groups from outside Mosman conducting sporting events, organised and casual sporting groups from outside Mosman, an open and free coaching clinic by a sporting body or association, or a fee-for-service holiday camp.

Regular hirer means the person, group or organisation authorised by Council to use the Centre under the terms of this agreement and who has more than ten bookings over any twelve month period. (Public liability insurance indemnification required)

Pricing

The pricing structure applied to the hire of the Centre is set down in the Pricing Policy and annual Schedule of Fees and Charges.

Centre hire fees are reviewed and approved annually by Mosman Council as part of the annual management plan and budget process. All fees and charges are publicly exhibited prior to implementation.

A minimum booking time of two hours applies at all times or one hour if an available booking window is available in the existing booked schedule.

The pricing structure provides for discounts for public and community groups and organisations from the full Private rate. Public rates are calculated at approximately 80% of the Private rate and Community rates are calculated at approximately 70% of the Private rate.

The facility is not available free of charge, except for Council-run events.

Booking Conditions

1. Booking Priorities

Council's lease with the Sydney Harbour Federation Trust stipulates that sporting activities, recreation and community use will be given priority. Such use by local community sporting organisations and locally based schools are given further priority.

Further, due to limited access to alternative facilities within the Mosman local government area by female sporting organisations, Council has determined to give further priority to female sport.

The allocation of priority of bookings will be assessed and determined by Council staff using a meritorious approach.

2. Access to the Marie Bashir Mosman Sports Centre

Council will not permit the Sports Centre to be used exclusively by any group or individual for the entire booking schedule, in order to facilitate accessibility of the Venue to all users.

Application for bookings will not be approved or confirmed for no more than 12 months in advance. Bookings will be reviewed every 12 months to ensure that the distribution of bookings is equitable noting however that priority will be given to local sporting organisations and local schools. This

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does not preclude Council from approving repeated annual bookings for its core and long term users. Council will make every endeavor to facilitate access where there is availability.

The hirer may not assign or sub-let the premises or any part thereof.

Council reserves the right to cancel any booking if maintenance or building works are required or if required for a special Council event or emergency.

The hirer may only use the venue for the purposes shown on the “Application to Hire the Marie Bashir Mosman Indoor Sports Centre” form.

The hours of operation are 7am – 10pm, Monday – Sunday where bookings have been approved and confirmed at least five working days prior to the proposed booking date.

The Centre is not accessible to the public during hours of operation when there are no confirmed bookings. Accordingly, the Centre is not a walk-in facility available for casual use. The Centre is closed on public holidays and during the Christmas closedown period determined by Council annually.

Keys are not issued to hirers to access the Centre as it is staffed.

3. Emergency Evacuation

The hirer must be aware of and observe the Emergency Evacuation Management Plan for the premises.

4. Application for Hire

Application for the hire of the Venue must be lodged in writing or online by a person over the age of 18 using the appropriate application form available on Council’s website or upon request. Availability must be confirmed with Council prior to lodgment of an application. Completed and signed application forms together with other documentation if required as specified in the application form may be lodged with Council by email, online or in person at the Civic Centre, Mosman Square. Forms lodged by email must be in PDF format.

Credit card payments are not accepted by email due to privacy and security reasons. Preferred payment is by direct deposit into Council’s bank account.

All applications must be submitted at least five working days prior to the proposed booking date otherwise approval may not be given.

The Venue Coordinator (or nominees) assess and determine all applications under delegated authority of the General Manager. Staff apply a meritorious approach to the assessment and determination of applications and the priority of bookings in accordance with this policy and their determination is final.

5. Booking Fees and Security Deposit

All applications are subject to an approval process. Successful applications will be confirmed in writing. Fees payable and conditions are detailed in the confirmation documentation. On receipt of confirmation of the booking, the applicant will be required to make full payment of fees and deposit.

Annual and seasonal bookings will be confirmed and invoiced appropriately as outlined in confirmation correspondence. All hire fees for season bookings will be invoiced on a quarterly basis or at the end of a season booking dependent upon the nature of the booking.

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All hire fees for casual bookings must be paid in full prior to use. Fees payable and conditions are detailed in the confirmation documentation.

Should the Venue not be in an acceptable condition at the completion of the hire period, Council will deduct the necessary amount from the Security Deposit for the cost of making good any damage to Council property or additional cleaning. The hirer shall reimburse Council for the cost of repair of any damage caused to public property or extra cleaning as a result of actions by the hirer or their invitees.

A Security Deposit as determined in the annual Schedule of Fees and Charges must be paid upon confirmation of booking. Subject to no damage to Council property and additional cleaning not being required the deposit is refundable. The Security Deposit will be refunded by direct deposit usually within 28 days of the last date of hire to which the bond applies, except in cases of damages or extra cleaning required. Deposits for regular users may be retained to cover future bookings.

6. Confirmation of Booking

No booking will be confirmed until a completed application form is returned to Council and all conditions of hire including payment are complied with. This includes completion and return of a Council generated indemnity form and / or a public liability insurance certificate of currency where required.

7. Cancellation

All booking cancellations must be received in writing with attention to the Venue Coordinator. No verbal cancellations will be accepted.

Regular hirers must give 28 days' notice to cancel a series of regular bookings otherwise they will be required to pay 100% of hire charges. Regular hirers must give 5 working days' notice to cancel an individual booking within a series of regular bookings otherwise they will be required to pay 100% of hire charges.

Casual hirers must give 5 working days' notice to cancel a booking otherwise they will be required to pay 100% of hire charges. Where notice to cancel is provided 5 or more working days before the booking date, Council will retain 20% of the original booking charges as an administration fee.

The Venue Coordinator will retain the discretion to approve a full refund under extenuating circumstances.

Conditions of Use

1. Use of the Venue

- The hirer is to ensure that nothing is permitted which is disorderly or unlawful in connection with the use of the Venue
- The hirer shall, while on the premises, abide by the directives of Council staff
- The hirer is responsible for the behaviour of those in attendance during the hire period
- The hirer is to ensure full supervision and responsibility for the premises during use so unapproved visitors cannot gain access to the Venue
- Council reserves the right to ban and/or have any person/group removed from the premises where that person/group has, or is likely to cause injury/damage to other persons or property

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- No person not associated with the hirer's use of the venue is permitted on the premises during the hire period
- The Venue is to be vacated by 10.00pm
- All users are to be mindful of neighbours and be considerate especially in relation to noise and traffic management which will be carefully monitored

2. Observance of Venue Hire Period

- Observation of the allocated booking times is important to avoid clashes between the various hirers who use the Venue
- The Venue must not be entered prior to the agreed time
- The Venue must be vacated on or before the agreed time
- The hirer is only allowed to enter the Venue during the agreed time. Failure to do this may result in the cancellation of all future bookings
- Any time required for setting up the Venue or for cleaning up at the end of your event must be included in the period booked

3. Care of Premises

- The premises and facilities must be left in a tidy condition by the hirer prior to vacating the premises
- The hirer is responsible for proper cleaning of the kitchen area, and for loss or damage to any equipment and facilities, which are used by themselves or other persons contracted by the hirer
- All hired areas are to be left as they are found
- Any equipment used is to be returned to its correct storage area, unless otherwise advised
- All rubbish is to be collected and placed in the appropriate waste and recycling bins
- Food and drink are not to be taken onto the playing surface of the court
- Ice packs are not to be taken onto or used on the playing surface of the court
- Care must be exercised when using drink containers brought onto the premises as dropping the containers or spilling contents onto the floor can damage the surface

4. Footwear

Only non-marking flat soled shoes are permitted on the playing surface of the court. The use of any other shoes may damage the court. The wearing of high-heeled footwear including stilettos within any part of the premises is prohibited.

5. Noise

- Noise is to be restricted to a reasonable level. All noise must cease by 9.45pm and the premises must be vacated by 10.00pm.
- The level of noise emissions from any activity emanating from the premises shall not exceed normal background noise level when measured at the nearest boundary of any residential property

6. Smoking

The Drill Hall Common area including the outdoor open spaces are a non-smoking area. Smoking is not permitted at any of Council's recreational areas.

7. Licencing

- Alcohol cannot be consumed on the premises

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- Alcohol cannot be sold within the Drill Hall Common precinct
- The hirer must ensure that no alcohol is consumed outside the premises unless prior written consent has been given by Council for a special event

8. Damages and Repairs

- The hirer will be responsible for any expense in connection with repairs, security, and improper use of all facility equipment including sporting, safety and kitchen equipment and/or extra cleaning which may become necessary as a consequence of the booking.
- Council reserves the right to determine the cost of any damages and/or extra cleaning which may be necessary, above and outside that which is normally expected following usage of the Venue. Council reserves the right to retain all or a part of the Security Deposit to meet such costs if necessary, or to bill the hirer for additional costs.
- The hirer should report any broken, damaged or missing equipment, fittings or furniture to Council staff.

9. Insurance

- Incorporated bodies, sporting clubs, associations of any kind or profit making/commercial activities must have a minimum \$10 million public liability insurance policy underwritten by an Australian Prudential Regulation Authority (APRA) approved insurer noted, endorsing Council's interest in the use of the facility
- The Venue Coordinator may use discretion to require larger commercial private hirer organisations to submit a \$20 million public liability insurance policy
- A copy of their Certificate of Currency is to be provided to Council and will be held on Council files
- The hirer should have their own insurance for any items of value brought into the Venue
- All user groups are required to submit a completed Council indemnity form (this is sent once Council has received a completed application form and a booking is made)

10. Property

- Council shall not be responsible for any loss or damage to personal property arising from the hiring of Council's facilities and from events being held in Council's facilities. Council recommends appropriate security and indemnity measures, be taken by the hirer or any person in the facility at the invitation of the hirer, in respect to any loss.
- The hirer is not permitted to remove or relocate any property or items in the Venue not belonging to the hirer, without written consent from Council

11. Storage

Storage facilities are made available to Mosman Netball Club at their own risk and without charge by arrangement. Limited unsecured storage may be available to other users upon request without charge at their own risk subject to availability. Any items left on the premises outside of the hire period is at the hirer's own risk.

12. Parking

Limited parking is available on site and adjacent to Rawson Oval. Parking must be in marked spaces only. Failure to do this may result in infringements being issued.

13. Safety

- No items shall be placed in front of or obstruct clear access to the fire exits
- All hazards should be promptly reported to staff

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- Council reserves the right to cancel any booking without notice where the condition of the playing surface is such that it presents a risk to users or staff. For instance, periods of high rainfall or humidity may result in the playing surface becoming slippery and unsafe.

14. Bikes/Scooters/Skateboards

The use of roller skates, skateboards, hover boards, scooters, bicycles and similar devices within the premises is prohibited. These items are to be left outside the Centre.

15. Children

Children on the premises are to be supervised at all times by a responsible adult. Hirers must ensure that children are not placed at risk upon entering or leaving the venue or grounds.

16. Activities for Children and the Responsibilities of Hirers

Hirers of Mosman Community and Recreation Facilities and Sporting Ovals for the purposes of conducting activities for children are bound by NSW Child Protection Legislation. Clubs and service providers are required to undertake Working With Children Checks and implement Prohibited Employment Declarations for all persons working directly with children.

17. Access to Change Rooms

Users of change room facilities in the Centre are made aware that parents or carers using change rooms may be accompanied by young children of the opposite gender. It is Council's expectation that users observe a maximum age of five to seven years for children entering the opposite gender's change rooms and that all users demonstrate appropriate behaviours and respect each other's privacy.

18. Animals

No pets or animals are allowed on Drill Hall Common including inside the Centre. Assistance dogs are exempt.

19. Equipment

The hirer is required to ensure that all facility equipment provided at the Centre is cleaned and undamaged. Any damaged equipment must be reported immediately.

20. Prohibited Substances / Articles

The hirer is not permitted to take into or use the following substances within the Venue and grounds:

- Any type of firework or flammable substances
- Any chemical substance deemed toxic or dangerous
- Single-use plastics banned under the *Plastic Reduction and Circular Economy Act 2021*. Go to the plastics ban website at <https://dpe.mysocialpinpoint.com.au/plastics-ban-nsw> for details.
- The installation and use of amusement devices including inflatable devices within the premises is prohibited. Outdoor use is permitted with approval.

21. Uncollected Goods

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- All items of property owned by the hirer must be removed from the Venue and grounds on or before the agreed vacation time
- Any goods left on the premises after occupancy may be removed and disposed of at the discretion of Council, without compensation to the owner or person responsible

22. Breach of Agreement

- Council reserves the right at its sole discretion not to approve any application or to cancel the agreement at any time for any breach of policy or procedure
- Failure to comply with the requirements set out in this policy will be regarded as a breach of agreement, giving Council the right to sue for the recovery of any amount due and/or to cancel all or any such future booking

Review

This policy will be reviewed every four years unless otherwise directed by the Executive team.

Contact

Enquiries should be directed to the Manager Governance on 9978 4010.

Amendments

Date	Amendment	Reference
7 December 2010	Adopted	CS/80
6 March 2012	Review and update	CS/11
4 June 2019	Review and update	CS/12
6 December 2022	Review and update	CS/49