

# SPORTING FACILITY USE AGREEMENT

- ▶ Please complete form in **BLOCK LETTERS**, tick appropriate boxes, complete all relevant sections & **sign and date** Agreement

## SECTION A - CONTACT DETAILS

Organisation Name:		
Contact Name:	Position:	
Postal Address:		
Home Phone:	Work Phone:	Fax:
Mobile:	Email Address:	
Sports Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Sports Council Name:

## SECTION B - FACILITY DETAILS

- ▶ *Please note that a separate application form needs to be completed for use of King Park, Elizabeth Waring or Ferodale Function Rooms*

Facility/Sportsground Name:
Field/s Name/No.
Facilities required: Gates opened <input type="checkbox"/> Toilets/Change Rooms <input type="checkbox"/> Electricity <input type="checkbox"/> Extra Bins <input type="checkbox"/>
Canteen <input type="checkbox"/> (please note that casual use of the canteen must be negotiated with the seasonal user of this facility)
Lighting Time Requirements:
Key Requirements: (please specify type and number of key/s if known)

## SECTION C - EVENT/BOOKING DETAILS

Purpose of Use: (Sport to be played)
Type of Booking: Seasonal Use <input type="checkbox"/> Casual Use <input type="checkbox"/> School Term <input type="checkbox"/>
Type of Use: Competition <input type="checkbox"/> Training <input type="checkbox"/> Other <input type="checkbox"/>
Day/Dates/Time of Use – Competition
Day/Dates/Time of Use - Training
Day/Dates/Time of Use - Other
Number of Registered Players: Junior Male Senior Male Junior Female Senior Female

## SECTION D – SCHEDULE OF CONDITIONS

- Please note that it is essential that your organisation/club reads and understands the attached Schedule of Conditions relating to:*

▪ Occupational Health & Safety	▪ Fees & Charges	▪ Public Liability Insurance	▪ Risk Treatment Plans
▪ Personal Protection Equipment	▪ Injury Reports	▪ Risk Assessment	▪ Smoking Policy
▪ Loss & damage to Property	▪ Cleaning of Facilities	▪ Car Parking	▪ Electrical Tagging

## SECTION E - INSURANCE DETAILS

Your organisation must provide or obtain current documentation (**Certificate of Currency**) of public liability insurance (under which the Council is jointly indemnified) and specific to the event being held to the extent of at least \$10 million before the event can be approved. **Please attach copy to this application**

## SECTION F - DECLARATION

- ▶ I declare (as a representative of the above organisation) that I have read and understood the Schedule of Conditions
- ▶ I agree (as a representative of the above organisation) to comply with the Schedule of Conditions set by Council and act upon all reasonable direction from any officer of Council or representative appointed by Council.

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

- ▶ Please post completed application form and supporting documentation to the postal address above or fax back to 4987 3612 (Raymond Terrace Office) or 4982 2107 (Tomaree Office)

# OH&S CHECKLIST FOR SPORTING GROUPS

- ▶ This checklist must be completed as per the Schedule of Conditions in the Sporting Facility Use Agreement
- ▶ A designated person from the organisation/group must inspect all facilities (including the playing field, general environment and equipment) needed prior to all competition, training and other events
- ▶ Please make reference to the OH&S Checklists in your Committee Meeting Minutes and keep as a record
- ▶ This completed checklist may be requested by a Council Representative

## CONTACT DETAILS

Organisation Name:			
Contact Name:	Position:	Signature:	
Postal Address:			
Venue:		Date of Use:	
Sports Council Member:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Sports Council Name:
Type of Use:	<input type="checkbox"/> Competition	<input type="checkbox"/> Training	<input type="checkbox"/> Other
Witness Name:	Position:	Signature:	

## CHECKLIST – Please tick applicable box and write any comments in BLOCK WRITING

	Yes	No	N/A
▶ Playing surfaces are clear of all hazards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
▶ All equipment used for maintenance/watering of grounds are stored or maintained in area preventing hazard	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
▶ Synthetic cricket pitch is covered with sand/soil for winter sports	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
▶ Objects that players may collide with or where injury may occur are covered, padded or fenced off to prevent injury	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
▶ All goal posts are fixed in position securely and padded	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
▶ All corner posts or flags are safely positioned and will give way if a player collides with them	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
▶ Spectators and participants will be safely separated from each other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
▶ Change rooms are clean and tidy prior to and after use	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
▶ Surfaces in change rooms are free of water and non slip mats are used where appropriate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
▶ Clean drinking water is available for players and officials	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
▶ Emergency vehicle access is clear	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
▶ Trained first aider present/regulation first aid kit made available	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
▶ Appropriate footwear and appropriate personal protective equipment will be worn by all players	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
▶ Weather conditions suitable for competition/training/other event	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
▶ Adequate sun protection is available for competition/training/other event	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
▶ Sporting group have access to a telephone and emergency numbers are clearly available	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
▶ All lighting for night competition/training/events are adequately positioned and in working order	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## OTHER IDENTIFIED HAZARDS


## RECOMMENDED ACTIONS – Please identify proposed corrective actions from checklist where a 'No' has been recorded against a listed item or other hazard identified


## SCHEDULE OF CONDITIONS

The said officials (applicant/s) have been authorised for and on behalf of the said organisation to acknowledge and confirm, by their signature/s, that the said organisation hereby agrees to comply with all Conditions for the Sporting Facility Use Agreement and otherwise be subject thereto:

1. To pay the Sports Council fees as required
2. The hirer shall have a public liability insurance policy in force for the duration of both the competition season and use agreement. This policy shall be for no less than \$10,000,000 (under which the Council is jointly indemnified)
  - a) The policy shall provide cover to the hirer for any act or omission or negligence, that may cause loss, death, injury or damage to any person, equipment, personal items that can be directly attributed to the use of the grounds in accordance with the terms and conditions of the Sporting Facility Use Agreement.
  - b) The policy will also provide cover for any damage to Council property and assets that is caused as a direct consequence of the use of the grounds in accordance with the Sports Facility Use Agreement.
  - c) Liability shall be reduced proportionally to the extent that the act omission or negligence of the Council, it's employees or agents may have contributed to the loss, damage, death or injury.
3. To complete, prior to any sports participation, an inspection according to OHS Checklist for Sporting Groups (pro forma attached). A record of these inspections shall be tendered at the next ordinary meeting of the sporting club and shall form part of the minutes of that meeting and be made available to Port Stephens Council as required
4. The hirer agrees to undertake and provide the following information as set down:
  - a) The provision of a full list of all "plug in type" electrical devices used at the location. The list shall include records of all testing and tagging of such equipment including the name of the qualified inspector and the next date of testing. Testing shall occur for all equipment at a frequency of no more then 12 months. Ref – **Australian Standard AS/NES 3760: In Service Safety Inspection & Testing of Electrical Equipment**. A copy of the list will be maintained on site and in an area immediately accessible.
  - b) The hirer will co-operate with Council on an annual basis in the performance of a risk assessment of the location. A checklist will be used as a guide in this assessment and the user is free to conduct other inspections throughout the year. The hirer further agrees that any corrective actions required as a result of such inspections will be attended to promptly.
  - c) The hirer shall provide and work in accordance with Risk Treatment Plans for activities involving risk and shall conduct Toolbox Talks on a regular basis to review these procedures (*pro formas attached*). These plans will act as the minimum standard for performed tasks and Council reserves the right at any time to ask for these to be reviewed and improved where it deems necessary.
  - d) Prior to undertaking improvements or work related tasks involving risk to Council facilities, provide completed Risk Treatment Plans & Toolbox Meetings (pro formas attached) to ensure the work site meets the requirements of the Occupational Health & Safety Act, 2000 and Occupational Health & Safety Regulations, 2001
  - e) The hirer agrees to ensure that provisions for first aid remain current at all times. The first aid kit will be maintained on premises in a manner secure enough to ensure that contents remain compliant with First Aid requirements of the NSW OH&S Regulation 2001. Council will facilitate a program of regular re-filling at the expense of hirers.
  - f) All chemicals stored on the premises will have a current Material Safety Data Sheet located in an area immediately accessible. The hirer will ensure that the storage, handling and safety requirements contained within the Material Safety Data Sheet are employed.
  - g) All Port Stephens buildings are smoke free. Smoking is not permitted in any building or below Council building rooflines under any circumstances.
  - h) Hirers will report all injuries resulting from activities (other then those directly related to sporting events) to Council within 24 hours where this is reasonably achievable. The report shall be completed on the supplied Council Incident Report Form.
  - i) Hirers will not permit and alteration/amendment/addition to any electrical installations without written permission from Council.
  - j) Hirers agree to abide by all Council and manufacturers' instructions relevant to plant upkeep and maintenance. Records of these shall be securely maintained and made available at Council's request.
  - k) Hirers agree that all identified Personal Protective Equipment requirements will be abided by at all times by all users and operators. Personal Protective Equipment will be supplied by the hirer/user.
  - l) Hirers agree to immediately report (by phone) any concerns they have that might impact on the safety of any persons in and around these facilities.

**5 The hirer agrees to abide by the conditions set down for the use of the facility:**

- a) To leave the facility in a clean and tidy condition at the end of the time of each use
- b) To remove all rubbish, food scraps, empty drink containers, bottles and cans from the facility and place them in the bins provided outside the facility
- c) To sweep, clean up any spillage by application of appropriate cleaning liquids and agents and leave the toilet facility in or adjacent to the facility in a clean and sanitary condition
- d) Store any equipment in a safe manner
- e) To vacate the facility on or before the end of the time of use and to turn off all lights and close and lock all windows and doors
- f) To observe the "No Smoking" policy that applies to all Council owned facilities
- g) To only use designated car parking unless otherwise approved by Council
- h) To keep the Premises in good condition, except for fair wear and tear, including carrying out any repairs or fixing any damage caused. The hirer need not make structural repairs to the Premises unless they are required because of use of premises, negligence or breach of this agreement
- i) Alterations or additions to the Premises can not be made without Council consent (Capital Works Process)
- j) To pay for the replacement (at cost price) of keys, remote devices (flood lighting) of any items lost or not returned
- k) To return all keys at the end of the booked season
- l) To obtain the relevant Sports Council and Council approval for the erection of any signs within or outside the facility, in accordance with Council's Advertising Policy
- m) To obtain the necessary Permits for activities requiring liquor, fireworks permit, entertainment licence in addition to permission from Council
- n) To adhere to Council's "Oval Closure Procedure"
- o) To ensure that creosote, diesel, herbicide or permanent marking products are **NOT** used. Substances used for marking must be approved by Council's Parks Co-ordinators
- p) To co-operate with Council by complying with all health and safety initiatives & directions
- q) To report to Council any incidents to Council property within 24 hours on 4980 0255 or Council's After Hours Service on 0408 493 378 in an emergency
- r) When the agreement ends, the hirer must ensure that the premises are in the same condition as at the commencement date, except for fair wear and tear

**NOTE: Should the facility not be left in a proper manner by 9.00am the morning following the use of the grounds, Council may seek to recover costs**

**6 The hirer agrees that should the hirer breach any of the terms above:**

- a) That delegated Council staff shall be entitled to bring the agreement to an end and to require the immediate vacating of the Facility by persons using it. If such circumstances occur the Council shall not be liable to make good any loss or damage suffered by the termination or pay any compensation because of the termination
- b) Council shall be entitled to recover from the Hirer the cost of remedying or rectifying any breach of this agreement including legal and court costs of such recovery

**7 The hire accepts full and complete responsibility:**

- a) For any loss of or damage to any personal property (including money, jewellery & credit cards)
- b) For property on hire or loan
- c) For any contents stored at the facility, prior to, during and after time of hire

**8 Definitions and Variations:**

- a) No amendment or variation of these terms is valid unless in writing and signed by both parties
- b) In this agreement "**Facility**" is defined as buildings, ovals, canteen, amenities & other areas designated for use of the hirer by Council.
- c) "**Council**" is defined as the Port Stephens Council
- d) "**Hirer**" shall mean the person, organisation, company, club or other body to which the use of the facility is granted.

# RISK ASSESSMENT & TREATMENT PLAN

Item	RISK ASSESSMENT			TREATMENT REQUIRED	Residual Risk Table 2	FREQUENCY When it is to be done	**RO
	ACTIVITY or FACTOR SITE - MATERIALS - EQUIPMENT - SUBCONTRACTORS - PROCESS	HAZARDS - Table 1 WHAT CAN HAPPEN & HOW	*RISKS Table 2				
1							
2							
3							
4							

## RISK ASSESSMENT & TREATMENTS

* ASSESSMENT	A	Immediate action - Stop/prevent activity	D	To be done by agreed date (nominate)	** RESPONSIBLE OFFICER	RO - Officer required to ensure action taken	CR - Client's representative
	B	Initiate treatment immediately	4	Acceptable		PC - Project/Process Co-ordinator	OR - OHR representative
	C	Treatment initiated as soon as practicable				WS - Workplace Supervisor	

**Table 1- HAZARD GUIDELINES**

BUSINESS HAZARDS	SAFETY HAZARDS	ENVIRONMENTAL HAZARDS
a) Community rejection b) Political rejection c) Financial viability/sustainability for construction, maintenance &/or operation d) Non-conformance to Council, community or government planning requirements e) Not viable to Council/community f) Not technically viable g) Possible liabilities h) Security hazards – damage, criminal activity	a) Manual handling b) Plant and equipment - operation, maintenance, storage and inspection c) Working at heights d) Confined spaces – entrapment, contaminated atmosphere e) Vehicle and plant movement – paths, work area, adjacent workers f) Hazardous substances & dangerous goods – storage, transport, handling, application, combination & disposal g) Electrical work – electrics on site, contact, severance, connections - electrical equipment, storage, operation, maintenance h) Body stressing –lifting (see a), repetition of movements such as bending, pulling, pushing, turning, twisting or working in confined or unchangeable positions i) Blasting – air & ground blast/vibration, sound, dust, ejection j) Traffic – past site, through site, crossing, entering, speed, proximity k) Underground and overhead utilities – contact, damage to/by l) Other activities identified from experience or notified warning	a) Detrimental effect on Environmental factors identified in the REF b) Environmentally Sensitive Areas - acid sulphate soils, koala habitat c) Site access - erosion, noise, traffic conflict, dust & pedestrian thoroughfare & property access d) Erosion and sedimentation in & outside the site e) Detrimental effect on adjacent water way quality f) Air quality – dust & emissions from site, stockpiles & vehicle movement g) Fire – on site materials, equipment, facilities – adjacent lands & structures h) Noise – operations noise, variations to existing levels caused by work – long term, short term i) Ground vibration & air blast - affect on adjacent structures and activities j) Vegetation – damage, destruction, removal k) Fauna – damage, destruction, removal of food trees and access l) Herbicides & contaminants – transport, handling, use, storage, spillage, removal, disposal m) Indigenous Heritage – alteration, damage, destruction n) Non-indigenous Heritage – alteration, damage, destruction o) Contaminated ground – primarily acid sulphate soils & hydrocarbons

**Table 3 - TREATMENT HIERARCHY**

The treatment hierarchy provides a graded set of objectives for treatments. Best solution number one (1) to last resort number six (6)

- 1. ELIMINATE**  
Remove risk from the process by eliminating the step in the process – i.e. do not do it.
- 2. SUBSTITUTE**  
Reduce risk by changing process, materials or equipment to something that does the job more safely – i.e. change from a hazardous substance to a non-hazardous substance.
- 3. ISOLATE**  
Put in place physical preventive mechanisms – i.e. signs, alarms, lights, ventilation, guards & barriers.
- 4. ENGINEER**  
Minimise the risk by engineering means – i.e. use a mechanical lifting device rather than manual handling techniques.
- 5. ADMINISTRATE**  
Develop & implement safe work procedures – i.e. Work Method Statements, training, direction, and supervision.
- 6. PPE**  
Accept the initial hazards and protect personnel by using personal protective equipment to reduce the risk – i.e. Safety glasses etc.

**Table 2 - RISK ASSESSMENT**

HOW BAD	HOW LIKELY	VERY LIKELY Could happen at any time	LIKELY Could happen sometime	UNLIKELY Could happen, but rarely	VERY UNLIKELY Could happen, but probably never will
Contract unviable Kill or cause permanent disability Destroy or damage		<b>A</b>			
Contract only marginally viable Long term illness Damage					
Requirements need review Injury requiring medical attention Damage requiring allocation of resources, time or cost			<b>B</b>		
Will require variation Minor injury requiring First aid Damage requiring > 1 day to fix					<b>D</b>
PRIORITY ACTION		<b>A</b> Immediate action – Stop/prevent activity <b>B</b> Initiate treatment immediately <b>C</b> Treatment initiated as soon as practicable		<b>D</b> To be done by nominate/agreed date <b>OK</b> Acceptable	

**INSTRUCTIONS**

A Risk Treatment Plan is used to identify anything that may have an affect on a process and plan treatments that either eliminate or minimise those affects.

- Identify the activity and nominate the type of assessment to be made – Business, Safety, Environment or others.
- List the steps in the activity, the inputs needed & the outputs produced.
- Identify any possible hazards generated by each step, input or output. Use the appropriate Hazard guidelines (Table 1).
- Describe each hazard in the Hazards Column (Don't just write "manual handling" – write "back injury from lifting files up to high shelves"). Determine the initial risk from the Risk Assessment Matrix Table 2.
- Develop treatments that either eliminate or minimise each hazard. Use the attached Treatment Hierarchy (Table 3) as a guide to the effectiveness of the treatments
- Determine the resulting risk (Table 2 again). Is it better than the initial risk & less than a 'B'? If not, think of something else that is more effective
- If OK then note when the treatment is to be done & by who
- Don't forget to add the treatments to any controlling documentation

# SITE INDUCTION AGENDA

## WORKPLACE DISCUSSION

### WORK AWARENESS – by Supervisor

- Limit of the works are indicated
- The type of activities and their location are described
- Hazardous processes are identified – reference the Safety Risk Treatment Plan
- Hazardous materials are identified – reference the Safety Risk Treatment Plan
- Additional Personal Protection Equipment is nominated as required
- **The Workplace is discussed** – ergonomics, wet & sloping areas, public utilities, heights, confined spaces, site adequacy, dust, air quality, sound, light, spillage, fire, vibration, housekeeping, waste disposal, meal areas, toilets, wash areas, office, signs, barriers & safety equipment.
- "Local" issues – requirements of adjacent residents, business operators and the public (access etc)
- Plant & equipment inspections done and results reported
- Plant & equipment movement paths & clearances are indicated
- Fauna, flora, indigenous & non-indigenous heritage protection measures are detailed
- Responsibilities and contact details of all personnel are explained and discussed

## WORKPLACE AWARENESS

### WORKPLACE SAFETY RULES

All personnel are to be aware of workplace safety and risk requirements described in the Hunter Council's OH&S Handbook & Site & work related Risk Treatment Plans (RTPs)

## PERSONNEL & VISITORS

- There is NO public access to the workplace other than designated service areas
- No person is allowed in the workplace unless they have been inducted or are escorted by personnel who have been inducted. Visitors, delivery and service personnel or the public are to be taken to the appropriate Supervisor or their representative. The Supervisor will determine the action required being either induction or escort
- All personnel working in the workplace shall be trained in their responsibilities and activities and in accordance with a Project Training Schedule or as indicated by a risk assessment
- Permit and licence documentation is to be current and available for inspection on request
- Where required PPE is to be worn by all personnel while working in the subject workplace

## INCIDENT & ACCIDENT REPORTING

### INCIDENTS, ACCIDENTS AND EMERGENCIES

- Incidents are to be reported to the Area Supervisor & an Incident Report completed & forwarded to the Risk Manager Co-ordinator at the Council Chambers.
- Accidents and incidents that affect personnel, the public or property have to be reported to the OH&S Co-ordinator using the Workplace Incident/Accident report form

## EMERGENCY PREPARATION

- An emergency evacuation point is nominated (from the Site Risk Assessment)
- First Aid Officers are identified and the location of First Aid equipment shown
- Spill kits identified and their location shown
- Mobile phone holders are identified
- Personnel are nominated to close the workplace and prevent access by the public

## EMERGENCY RESPONSE

- The Site Supervisor and nearby personnel are alerted
- The Site Supervisor assesses the situation
- If safe the situation is contained &/or the site is evacuated to the nominated assembly point
- Emergency Services are notified – Dial 000 or 112 for Mobiles

# TOOLBOX MEETING

SITE	SUPERVISOR
ACTIVITY	MEETING DATE:

## ACTION ITEMS

COMMENTS & POINTS RAISED	ACTIONS TAKEN	CHECKED BY

## RECORD OF MEETING

Supervisor's Comments:					
Name	Organisation	Signature	Name	Organisation	Signature
Meeting Supervisor:			Position		
Signature:			Date:		