

Council Facility Hire Policy

Policy Reference Number	5977658
Responsible Department	Community Connections
Related Policies	By-Law 4 - Local Government Land
Related Procedures	Nil
Date of Initial Adoption	01 July 1998
Last Reviewed by Council	5 December 2023

1. Purpose

The Council maintains a number of facilities that it makes available for the Community to use.

The purpose of this Policy is to outline how the community can access these facilities and the general conditions under which they are available.

2. Power to Make the Policy

This Policy is made as provided for by Section 6(b) and (c) of the Local Government Act 1999 (the Act).

Section 188(1)(a), Section 188 (3)(a) and Section 188(5) of the Act enables Council to impose, fix, vary or revoke fees and charges for the use of any property or facility owned, controlled, managed or maintained by the Council.

3. Strategic Plan Link

This Policy has the following link to Council's Strategic Plan 2024:

- Supporting our Community (Goal 1)

4. Principles

In providing facilities for the community's use, Council will have regard to the following principles:

- Council facilities use should not interfere with the right of residents living in close proximity to enjoy their properties
- Provision of community facilities is an essential part of optimising community health through physical activity and social interaction
- Locally based community groups should receive priority access to Council facilities whilst still ensuring wider community access to facilities
- Provision of facilities that are safe and regularly inspected to minimise risk

- The community is informed about the availability and accessibility of its facilities
- Fees for use of Council facilities will be in accordance with Council's Fees and Charges Schedule and recognise lower rates for community groups
- Recognition that all groups provide a social benefit for the local area and will identify and regularly review the best facility to support this
- There is a cost if an organisation wants a sole lease or justify why they require exclusive use
- If an organisation agrees to share a facility to increase usage the lease fee can be negotiated
- There is no sub-leasing without Council approval
- The building maintenance and utility costs will be shared between users.

5. Definitions

Facility	A facility includes an oval, building, court, park or reserve, or part thereof.
Casual Hire	Casual hire means use of a facility (subject to specific conditions outlined in casual permit agreements) for up to 24 hours
Regular Hire	Regular hire means multiple uses of a facility during a period not exceeding 12 months
Special Event	A one-off activity or gathering which requires exclusive access to a Council facility for purposes other than casual or regular hire.
Commercial Fitness	Businesses that incorporate exercise activities such as running, obstacles, circuits, jumping, speed or agility exercises.

6. Policy

6.1 Hire of Halls, Meeting Rooms, Sports Fields and Courts

- 6.1.1 Charges will be levied for all exclusive use of facilities in accordance with Council's annual Schedule of Fees and Charges.
- 6.1.2 All applications for casual, regular and special event hire of facilities are to be made on the prescribed application form which detail the responsibilities of the hirer in using the facility.
- 6.1.3 Permits may be issued to commercial fitness trainers/leaders for Council sports fields, courts or other Council facilities as considered to be appropriate by the Chief Executive Officer (or nominee), where the applicant is able to meet appropriate conditions of permit, and the usage will not impact on leases or licences held by community groups.

- 6.1.4** All applications for casual regular and special event hire of facilities (except for non incorporated casual hirers) must provide evidence of a policy of insurance indemnifying the hirer and the Council jointly and severally in an amount of not less than \$10,000,000 against any claims for damages, charges and expenses whatsoever which may be brought or made or claimed against them or any of them arising out of or in relation to the issuing of the permit.
- 6.1.5** All applications for casual, regular and special event hire of facilities must provide evidence of having obtained any other necessary permits and licences such as but not limited to permits and licences for the sale and consumption of liquor, fireworks, erection of structures such as marquees, amplifying sound and the sale of food.
- 6.1.6** A casual and special event hirer will pay to Council a Bond as detailed in the annual Schedule of Fees and Charges as a security that the hirer will adhere to the conditions of their permit agreement.
- 6.1.7** In the event of a breach of a condition of the Bond, the Chief Executive Officer (or nominee), may withhold repayment of the Bond and reserve the right to recover any additional costs incurred above and beyond the amount of the Bond.
- 6.1.8** Licences for regular use of Halls and Meeting Rooms will be issued for a maximum of 12 months.
- 6.1.9** Licences for regular use of sportsfields and courts are seasonal.
- 6.1.10** Council will supply a maximum five sets of keys (including access card key) for regular hirers and any request for additional set of keys will be charged in accordance with Council's Fees and Charges Schedule.
- 6.1.11** Pungangga Pavilion at Thorndon Park is intended to be available for general public use and is not available for general hire. With approval, the Pavilion will be available for exclusive use by Service Clubs or events that fit within Council's Arts and Cultural Policy. In these instances a fee will be charged for use to cover electricity and incidentals in accordance with Council's Fees and Charges Schedule. .
- 6.1.12** Approval to hire any Council facilities will not be given to any political parties or independent candidates during Federal, State or Local Government Election periods for election purposes.

6.2 Parks and Reserves

- 6.2.1** A person, group of persons or organisation seeking to exclusively use any portion of a park or reserve within the City of Campbelltown for an activity should make application in writing, setting out the proposed date, time, location and general details of the event.

6.2.2 Permits for exclusive use of parks and reserves will be subject to the following conditions:

- That no vehicle access is allowed to the park, unless a vehicle access permit has been issued by the hiring officer
- That on balance, general public use of the park is not unduly restricted by the designated activity
- All applications for special event hire of parks and reserves (except for non incorporated hirers) must provide evidence of a policy of insurance indemnifying the hirer and the Council jointly and severally in an amount of not less than \$10,000,000 against any claims for damages, charges and expenses whatsoever which may be brought or made or claimed against them or any of them arising out of or in relation to the issuing of the permit
- All applications for special event hire of parks and reserves must provide evidence of having obtained any other necessary permits and licenses such as but not limited to permits and licences for the sale and consumption of liquor, fireworks, filming, erection of structures such as marquees, amplifying sound and the sale of food.

6.2.3 Hirers of parks and reserves may be required to provide a bond payment as determined by Council as a security that the user will leave the park or reserve in a clean and tidy condition.

6.2.4 Fees for the exclusive use of part or all of a Council reserve are in accordance with the Fees & Charges Schedule.

6.2.5 In the event of a breach of a condition of the Bond, the Chief Executive Officer (or nominee), may withhold repayment of the Bond and reserve the right to recover any additional costs incurred above and beyond the amount of the Bond.

6.3 New leases with organisations associated with a Sporting Field

6.3.1 All new leases shall be for a maximum of five (5) years and lessees are prohibited from providing commercial gambling facilities at any Council-owned property

6.3.2 All new leases shall provide the building on a 'peppercorn' lease of \$1 per annum

6.3.3 All new leases shall be based on the lease being restricted to the building(s) on the site and all ovals/pitches shall be hired by the lessee in accordance with Council's Fees and Charges Schedule, including the maintenance levy

6.3.4 Lessees shall be responsible for payment of all taxes and outgoings applicable for the property including building contents insurance. Rates will only be payable by the lessee where the conditions contained in the Recreation Grounds Rates and Taxes Exemption Act 1981 do not apply.

- 6.3.5** Lessees shall be responsible for taking out contents insurance for all equipment and other contents applicable to their use and also Public Liability Insurance
- 6.3.6** Council will supply a maximum five sets of keys for all regular hirers and any request of additional set of keys will be charged in accordance with Council's Fees and Charges Schedule
- 6.3.7** Council shall apply a per hour, per pitch/oval hired maintenance levy to be incorporated into the hire fees in accordance with Council's Fees and Charges Schedule where an organisation has a lease over the building (or part thereof) at that facility
- 6.3.8** There shall be no subletting of the premises without Council approval; however one off hires of the premises shall be allowed from time to time
- 6.3.9** Council reserves the right to allow use of the leased premises to other organisations when the premises are not in use with the net income (in accordance with Council's Fees and Charges Schedule) derived from that arrangement being provided to the lessee as additional income
- 6.3.10** Lessees are required to arrange security monitoring for the leased area (in accordance with lease provisions) and provide Council with the security alarm code for emergency/maintenance purposes
- 6.3.11** A Maintenance Table will be an annexure to the lease which will specify which party is responsible for carrying out identified tasks and which party is liable to pay for the cost of such work
- 6.3.12** The Chief Executive Officer is delegated to negotiate and finalise new leases with all sporting organisations if they are consistent with the general terms listed in 6.3.1-6.3.9 above.

7. Review & Evaluation

Within twelve months of each new Council term, Council will review this policy. Following this initial review, this policy will be reviewed at least biennially by Staff with minor administrative adjustments being approved by the Chief Executive Officer.

8. Availability of the Policy

Copies of this Policy will be available at Council's principal office during ordinary business hours and at Council's website www.campbelltown.sa.gov.au .