

# Seasonal Application for use of City of Newcastle Sportsgrounds



**COPIES OF FIXTURES ARE TO BE SENT WITH THIS APPLICATION**

<b>SECTION 1 APPLICANT DETAILS</b>	
Association / Club Name:	
Sport to be Played:	

<b>SECTION 2 ASSOCIATION / CLUB CONTACT INFORMATION (three contacts must be provided for your association / club)</b>			
Contact Name:		Position:	
Mail Postal Address:			
Work Phone:		Home Phone:	
Mobile Phone:		Website:	
Email:			

Preferred method for correspondence: Mail ☐ Fax ☐ Email ☐

Contact Name:		Position:	
Work Phone:		Home Phone:	
Mobile:		Email:	

Contact Name:		Position:	
Work Phone:		Home Phone:	
Mobile:		Email:	

<b>Publication / Distribution of Association Contact Information</b> - Please nominate one of the above Association contacts that can be distributed and made available on City of Newcastle (CN) website, Community Information Directory and to local residents. This contact will be the contact for City of Newcastle.			
Contact Name:			
Please tick the details that <u>can</u> be provided to the public			
Name <input type="checkbox"/>	Postal Address <input type="checkbox"/>	Home Phone <input type="checkbox"/>	
Work Phone <input type="checkbox"/>	Mobile <input type="checkbox"/>	Fax <input type="checkbox"/>	
Website <input type="checkbox"/>	Email <input type="checkbox"/>		

SECTION 3 – SEASON SPORTSGROUND REQUIREMENTS – Please complete a separate sheet for each sportsground							
Sportsground Name:		Field Number/s:		Date of First Use:		Date of Final Use:	
<b>MONDAY</b>							
	Start Time	Finish Time	Activity	Frequency	Other Requirements		
Snr			<input type="checkbox"/> Training <input type="checkbox"/> Competition	<input type="checkbox"/> Weekly <input type="checkbox"/> Fortnightly	<input type="checkbox"/> Dressing Sheds <input type="checkbox"/> Canteen <input type="checkbox"/> Floodlights		
Jnr			<input type="checkbox"/> Training <input type="checkbox"/> Competition	<input type="checkbox"/> Weekly <input type="checkbox"/> Fortnightly	<input type="checkbox"/> Dressing Sheds <input type="checkbox"/> Canteen <input type="checkbox"/> Floodlights		
<b>TUESDAY</b>							
Snr			<input type="checkbox"/> Training <input type="checkbox"/> Competition	<input type="checkbox"/> Weekly <input type="checkbox"/> Fortnightly	<input type="checkbox"/> Dressing Sheds <input type="checkbox"/> Canteen <input type="checkbox"/> Floodlights		
Jnr			<input type="checkbox"/> Training <input type="checkbox"/> Competition	<input type="checkbox"/> Weekly <input type="checkbox"/> Fortnightly	<input type="checkbox"/> Dressing Sheds <input type="checkbox"/> Canteen <input type="checkbox"/> Floodlights		
<b>WEDNESDAY</b>							
Snr			<input type="checkbox"/> Training <input type="checkbox"/> Competition	<input type="checkbox"/> Weekly <input type="checkbox"/> Fortnightly	<input type="checkbox"/> Dressing Sheds <input type="checkbox"/> Canteen <input type="checkbox"/> Floodlights		
Jnr			<input type="checkbox"/> Training <input type="checkbox"/> Competition	<input type="checkbox"/> Weekly <input type="checkbox"/> Fortnightly	<input type="checkbox"/> Dressing Sheds <input type="checkbox"/> Canteen <input type="checkbox"/> Floodlights		
<b>THURSDAY</b>							
Snr			<input type="checkbox"/> Training <input type="checkbox"/> Competition	<input type="checkbox"/> Weekly <input type="checkbox"/> Fortnightly	<input type="checkbox"/> Dressing Sheds <input type="checkbox"/> Canteen <input type="checkbox"/> Floodlights		
Jnr			<input type="checkbox"/> Training <input type="checkbox"/> Competition	<input type="checkbox"/> Weekly <input type="checkbox"/> Fortnightly	<input type="checkbox"/> Dressing Sheds <input type="checkbox"/> Canteen <input type="checkbox"/> Floodlights		
<b>FRIDAY</b>							
Snr			<input type="checkbox"/> Training <input type="checkbox"/> Competition	<input type="checkbox"/> Weekly <input type="checkbox"/> Fortnightly	<input type="checkbox"/> Dressing Sheds <input type="checkbox"/> Canteen <input type="checkbox"/> Floodlights		
Jnr			<input type="checkbox"/> Training <input type="checkbox"/> Competition	<input type="checkbox"/> Weekly <input type="checkbox"/> Fortnightly	<input type="checkbox"/> Dressing Sheds <input type="checkbox"/> Canteen <input type="checkbox"/> Floodlights		
<b>SATURDAY</b>							
Snr			<input type="checkbox"/> Training <input type="checkbox"/> Competition	<input type="checkbox"/> Weekly <input type="checkbox"/> Fortnightly	<input type="checkbox"/> Dressing Sheds <input type="checkbox"/> Canteen <input type="checkbox"/> Floodlights		
Jnr			<input type="checkbox"/> Training <input type="checkbox"/> Competition	<input type="checkbox"/> Weekly <input type="checkbox"/> Fortnightly	<input type="checkbox"/> Dressing Sheds <input type="checkbox"/> Canteen <input type="checkbox"/> Floodlights		
<b>SUNDAY</b>							
Snr			<input type="checkbox"/> Training <input type="checkbox"/> Competition	<input type="checkbox"/> Weekly <input type="checkbox"/> Fortnightly	<input type="checkbox"/> Dressing Sheds <input type="checkbox"/> Canteen <input type="checkbox"/> Floodlights		
Jnr			<input type="checkbox"/> Training <input type="checkbox"/> Competition	<input type="checkbox"/> Weekly <input type="checkbox"/> Fortnightly	<input type="checkbox"/> Dressing Sheds <input type="checkbox"/> Canteen <input type="checkbox"/> Floodlights		

Dates not required during the season (e.g. school holidays, public holidays): \_\_\_\_\_

**SECTION 4   PLAYER REGISTRATION FIGURES   Please provide registration figures received for the season**

**Club:**

Competition Level	Male	Female	Teams	Club Total
Modified Non-Competition (5yrs to 9yrs)				
Junior Competition (10yrs to 17yrs)				
Senior Competition (18yrs to 59yrs)				
Master Competition (60+ yrs)				
Other – Please specify:				
CLUB TOTAL				

SECTION 5 PERMIT APPLICATIONS				
Access to Electricity?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	Electrical equipment to be used:	
Access to Function Room (National Park No. 2 Only)	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A	
Access to Boardroom (National Park No. 2 Only)	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A	
Are you Selling Food?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	Food to be sold:	
			Type of food premise? (eg canteen, food van)	
Erecting a Temporary Shelter?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	Type:	
			Size:	
			Location:	
			Quantity:	
Using Amplified Sound?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	Equipment type:	
			Time of use:	
Good Sports Membership Copy of Accreditation attached	<input type="checkbox"/> YES		All clubs are required to be a current member of Good Sports. Licence agreement will not be produced without proof of membership.	
Selling Alcohol?	<input type="checkbox"/> YES	<input type="checkbox"/> NO		

SECTION 6 IN-SEASON CASUAL BOOKINGS (Gala Days, Representative Matches etc)				
This is a notification only; a Casual Application form will need to be submitted prior to the event				
Association/ Club Name	Proposed Date	Time	Sportsground	Activity

<b>SECTION 7 PUBLIC LIABILITY INSURANCE Copy of Certificate of Currency must be attached</b>			
Insured Name:			
Insurance Company:			
Policy Number:		Coverage Value:	
Commencement Date:		Expiry Date:	
Location of Coverage:			
<b>City of Newcastle Must Be Noted as an 'Interested Party'.</b>	YES <input type="checkbox"/>		

**NOTE:** If City of Newcastle is not noted as an Interested Party on your Certificate of Currency, please provide a reason why: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

<b>SECTION 8 SEASONAL HIRE AGREEMENT</b>			
I hereby certify that the information supplied in this application is correct to the best of my knowledge. I also undertake to advise City of Newcastle should there be any alterations or additions to the information supplied immediately.			
I have read and agree to abide by City of Newcastle Schedule of Conditions on the reverse of this form and the procedures specified in the Seasonal Sportsground Information Booklet. I hereby accept and will ensure this club and all members comply with the Schedule of Conditions and the Procedures specified in the Seasonal Sportsground Information Booklet.			
Applicant Name:		Position:	
Applicant Signature:		Date:	

**Should you require any further information or assistance in completing this application form, please contact CN's Sports Support Officer on telephone 4974 2000.**

**SPORTING LICENCE AGREEMENT - CONDITIONS OF APPROVAL**  
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.

1. This Sporting Licence Agreement (Agreement) is issued subject to the Licensee meeting the conditions of approval and conditions of consent and obtaining all necessary approvals of City of Newcastle (CN) and any other relevant authority. e.g., insurances, public liability, traffic management, sound, waste management and WorkCover approvals.
2. CN's Public Liability Insurance Policy covers the respective rights and liabilities of CN and its agents but does not cover any negligence attributable to the Licensee or person acting on the Licensee behalf. Accordingly, CN 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 CN prior to the event / activity with the Application Form.
3. The Licensee is to ensure that service providers for activities associated with this event / activity have Workers' Compensation Cover for their employees.
4. Any assistance required to be undertaken by CN officers for this event / activity outside normal working hours of Monday to Friday 9:00am to 5:00pm, will be charged to the Licensee at the applicable CN rates as set out in CN [Fees and Charges](#).
5. The Sportsground and all licensed areas of land to which this Agreement applies (Sportsground) is to be left in a clean, tidy and litter-free condition at the completion of the event / activity and any additional cleaning or waste removal that is required to be undertaken by CN will be charged to the Licensee at the applicable CN rates as set out in the CN [Fees and Charges](#). The Licensee is to remove all excess rubbish and all large receptacles are to be wheeled and placed on hard surfaces only.
6. The Licensee is responsible for any damage caused by this event / activity to the Sportsground and will be charged for the repair of the Sportsground and all licensed areas at the applicable CN rates as set out in the CN [Fees and Charges](#).
7. Access is strictly limited to the Sportsground and / or facilities on the licence and the Licensee is not permitted to access any other Sportsground or licensed area for the event / activity.
8. The Sportsground is to be opened and closed by the Licensee and the keys returned the following business day after the event / activity and / or as agreed by CN.
9. A Sportsground inspection is to be carried out by the Licensee and referee / umpire prior to the commencement of training or competition. Any problems should be fixed immediately if possible or referred to CN's Park Coordinator. The event / activity should not commence until any problems have rectified.
10. Keys provided to the Licensee are not to be copied; any damage to the keys or associated locks will be charged to the Licensee for the repair or replacement of the keys or associated locks at the applicable CN rates as set out in the [Fees and Charges](#).
11. The Licensee must remove all equipment (either privately owned or hired from a third party,) temporary structures, vehicles, and waste from the Sportsground at the conclusion of the event / activity as outlined in this application. Penalty Infringement Notice(s) will be issued to the Licensee by CN Compliance Officers or CN Rangers for non-compliance of this condition.
12. CN does not take responsibility for any loss or damage to the Licensee's infrastructure and equipment associated with your event / activity installed in the Sportsground. All infrastructure and equipment that is on site is at your own risk.
13. If any person or organisation is responsible for bringing into the Sportsground any form of equipment (either privately owned or hired from a third party,) then that person or organisation is to arrange for the removal of that equipment from the Sportsground or amenities on the same day, or it is to remain locked in the Sportsground or amenities until the next normal working day before being removed. Alternatively the Sportsground may be opened outside normal working hours to allow the person or organisation to remove the equipment subject to that person or organisation agreeing to meet the full costs incurred by CN for the 'out of hours call out' as set out in the CN [Fees and Charges](#).
14. The Licensee must ensure that CN is notified in writing of any changes / amendments to the Sporting Licence Application originally supplied to CN.
15. The Licensee agrees to adhere to all reasonable directions or requests given by any authorised officer of CN or members of the NSW Police Service. Failure to do so will result in the termination of the Agreement authorisation.
16. The Licensee is responsible for ensuring that suitable arrangements are made for access by emergency vehicles (e.g. Police, Fire Brigade and Ambulance) through the closed section of road.
17. The Licensee agrees 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.
18. The Licensee agrees that no fires are to be lit on the Sportsground.
19. The Licensee agrees that all barbeques are to be of the suspended type and not placed on the playing field at the Sportsground.
20. When a Sportsground is used by persons who are underage (less than 18 years of age), a responsible person (association, organisation) must be appointed in charge on the Sportsground.
21. A separate application may be required to CN's Event Management section one month prior to the event / activity in respect to the erection and operation of amusement devices on the Sportsground.
22. Enclosed / Enclosure of Sportsground:
  - a) Where an entry charge is to be made at an enclosed Sportsground, or specific use of facilities is required, the rentals and charges are to be separately determined by CN.
  - b) Where use of Sportsground is for social activities without an entry charge and is outside normal working hours, private arrangements are to be made with the curator in respect of the preparation of the Sportsground. Such arrangements are to be made at least one week prior to the use thereof. Please advise CN should you require access to gates on the Sportsground.
23. All turf wicket curation equipment is to be acquired, stored and maintained by the user.

24. A copy of the seasonal fixtures list should be supplied to CN for each season / period of the competition.
25. The Licensee is responsible for their Club / Association to register as a member of the Good Sports Program. Please provide documentation with the application for CN's record.
26. The Licensee must not erect, display, affix or exhibit any sign, advertisement, name, notice or hoarding on the Sportsground without the prior approval in writing to CN. Commercial/ sponsorship and club signage should not be permanently fixed to CN sporting amenities. All unauthorised signage will be removed by CN.
27. A separate licence is required for approval to sell food or refreshments within the Sportsground. Approved vans or constructed canteens only to be used. See EVENT / ACTIVITY CONDITIONS FOR THE SALE OF FOOD AT A SPECIAL EVENT / ACTIVITY OR PRIVATE FUNCTION.

#### **INCIDENT REPORTING:**

28. The Licensee is responsible for notifying CN immediately, i.e., within one day after a near miss / incident has occurred. The Licensee is responsible for assisting in incident investigations when required; and providing a witness statement when required.
29. Injury as per CN's WHS Management System - for an incident involving an injury the affected person is identified and details of the injury recorded. If first aid was provided the person providing the first aid should also be identified and any treatment given recorded.
30. Near Miss as per CN's WHS Management System - Near Miss incident/s that could have led to unintended and/or unnecessary harm to a person, and/or a complaint, loss or damage are to be identified and investigated.
31. CN is responsible for the incident being reported into CN's Incident Management System within CN's WHS Management System.

#### **SPORTSGROUND CLOSURE CONDITIONS:**

32. CN 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.
33. 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.
34. Any excessive damage caused to the Sportsground from inappropriate use is the responsibility of the Licensee. CN will invoice the Licensee for all damage caused to the Sportsground and / or possible suspension of licence in instances where such damage is considered to be excessive and greater than would be expected from normal wear and tear. Additionally, any excessive damage caused to the Sportsground from inappropriate use will be charged as per CN's [Fees and Charges](#), "Use of Sportsground out of season, without approval/licence, closed or in wet weather". CN's decision on whether excessive damage has been caused shall be made by experienced staff and shall be final.
35. Where it is determined by CN that the Licensee has caused excessive damage, repairs to the Sportsground will not be a priority for CN. The licence may be suspended during any required works / remediation period with the Licensee responsible for sourcing an alternative sportsground at this time; at the Licensee's cost. Where it is determined by CN that the Licensee has caused excessive damage, licensing of alternative Newcastle LGA sportsgrounds will not be a priority for CN.
36. **CN's Ground User Information Application** - CN's Ground User Information Application and website provides the most up-to-date status of CN sportsgrounds conditions. Monday to Friday (excluding public holidays) the CN Ground User Information Application will be last updated by CN by 2.00pm. From 2.00pm weekdays, if the sportsground is declared open, the sportsground must be monitored closely by the Licensee for any change in condition and re-inspections carried out as necessary. On Saturday, Sunday and Public Holidays all sportsground closures, inclusive for local, district and regional sportsgrounds are the responsibility of the Licensee with sportsgrounds to be assessed by the Licensee against CN's Ground User Information Application. On Saturdays, Sundays and Public Holidays information on sportsground closures is the responsibility of the Licensee via the CN Ground User Information Application.
37. A maximum of two logins will be provided to the Licensee. The management of these logins remains with the Licensee for the period of licensing.
38. Please visit [grounds.newcastle.nsw.gov.au](http://grounds.newcastle.nsw.gov.au) to access CN's Ground User Information Application. On the first occasion, please bookmark the website to install an icon on your device screen for quick access in the future. For instructions on the use of CN's Ground User Information App, please visit Ground Information App Instructions. The ground status is also available to the public at [www.newcastle.nsw.gov.au/Groundinfo](http://www.newcastle.nsw.gov.au/Groundinfo). CN encourages the Licensee to distribute the URL to members or display the link on your club or associations website.
39. Should wet weather conditions develop, inspections must be carried out throughout the licensed period to ascertain if there is any deterioration to the condition of the sportsground. If excessive damage is noticed, it is the responsibility of the Licensee to cancel further games and/or training with the Licensee to update CN's Ground User Information Application. Any excessive damage caused to the Sportsground from inappropriate use is the responsibility of the Licensee.
40. **SPORTSGROUND OPEN** - The sportsground is declared open; however, the sportsground must be monitored closely for any change in conditions and reinspection's carried out as necessary. If wet weather has been present in the week proceeding, is forecast by the Australian Government Bureau of Meteorology [www.bom.gov.au](http://www.bom.gov.au) or wet weather conditions develop inspections should be completed throughout the day to ascertain if there is any deterioration to the condition of the sportsground. If excessive damage is noticed, then further games and/or training should be cancelled. The assessments are to be conducted via the CN Ground User Information Application.

**SPORTSGROUND CLOSED** - The sportsground is declared closed and may not be used for competition or training. Once a sportsground is closed, it will remain closed until a reinspection declares the ground open. The assessments are to be conducted via the CN Ground User Information Application.

\*A closure exemption will apply in the circumstance that the cricket wicket only has been closed, in this instance the ground may remain open for training only with the provision activities will only take place outside the cricket wicket square at a minimum distance of 5m from the wicket edge.

\*\*Where the assessment is being carried out for an event, in the circumstance the cricket wicket only has been closed, the boundary around the wicket or covering of the wicket must extend to a minimum of 10m from the wicket edge.

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

41. For the sale of liquor at the event / activity at the Sportsground and all licensed areas (land to which this Agreement applies,) the Licensee must apply to the Department of Liquor and Gaming for a temporary or permanent function licence. A temporary function licence can be granted for up to three functions per year. 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 CN 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 Liquor and Gaming 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:**

42. The following GENERAL conditions apply:
- a) All concession installations shall comply with AS 3002 - 1985 Electrical Installations Shows and Carnivals.
  - b) The Licensee is required to pay the cost of any 'call out' necessary to reinstate power at the venue due to a power overload.
  - c) At no time shall any power outlets or electrical switchboards be changed, upgraded or modified in any way.
  - d) Vandalism of the power supply and / or faulty power outlets shall be reported to City of Newcastle's Electrical Services Coordinator by phoning 02 4974 2651 between the hours of 7.00am and 3.30pm Monday to Friday.
  - e) Ensure electrical switchboards are properly secured and locked during and after the completion of using the power facility.
  - f) Where special power requirements are needed contact CN's Electrical Services Coordinator by phoning 02 4974 2651 to discuss.
43. 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, the flexible extension lead is to exit the switchboard through the bottom of the door. The switchboard door is to be closed and locked during usage. The flexible extension lead is to be anchored via the tie bar supplied at the base of the switchboard.
  - c) The flexible extension lead is to be supported in an appropriate manner at a minimum height of two point four (2.4) meters and a maximum span of ten (10) meters.
  - d) The flexible cable shall be anchored at the device and shall not enter the device from the top.
44. 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, the flexible extension lead is to exit the switchboard through the bottom of the door. The switchboard door is to be closed and locked during usage. The flexible extension lead is to be anchored via the tie bar supplied at the base of the switchboard.
  - c) The flexible extension lead is to be supported in an appropriate manner at a minimum height of two point four (2.4) meters and a maximum span of ten (10) meters.
  - d) The flexible cable shall be anchored at the device and shall not enter the device from the top.
  - e) 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:**

45. Sound amplification equipment used must be installed and maintained to minimise the noise impact on residential premises. Without limitation the applicant must ensure that:
- a) The main speakers face down and away from any residences.
  - b) All amplified sound including test being restricted to between 8.00am and 9.30pm. No musical entertainment or amplified sound, including sound check's, are to be carried out outside these times.
  - c) At all times the noise levels from testing and the presentation should not exceed the background level, measured in the absence of open-air entertainment, by more than 5dB(A) at the nearest affected resident.
  - d) Volume is controlled to address target audience only.
  - e) Confined within the area of the Sportsground in use.
  - f) Consideration is given to Sportsground conditions on the day including wind conditions and other Sportsground, public reserve or road users.
  - g) The operation of a loudspeaker or sound amplifying device shall be controlled so as not to interfere with the control of the users of the Sportsground or of persons in the adjacent vicinity.
  - h) Required to contact the Environmental Protection Union, Environmental Management on telephone 02 4974 2533 prior to the event / activity to ensure intended sound levels comply. Remember noise annoys.
  - i) If complaints are received, or noise levels are considered offensive by an authorised CN officer, this approval and associated conditions may be amended or revoked.

#### **AGREEMENT CONDITIONS FOR THE SUPPLY OF FOOD AT A SPECIAL EVENT / ACTIVITY OR PRIVATE FUNCTION:**

47. All food businesses shall comply with the Food Safety Standards, Chapter 3 of the Food Standards Code. CN recommends the Licensee 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>
48. The Licensee must ensure all wastewater 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. Fees for the inspection will be levied to the Licensee as per the CN [Fees and Charges](#).*

#### **WASTE MANAGEMENT CONDITIONS:**

49. The Licensee shall not use public waste bins on land to which this Agreement applies.
50. The principles of waste reduction, recycling and waste management are to be implemented by the Licensee.
51. The Licensee shall provide adequate garbage and / or recycling receptacles and maintain the land to which this Agreement applies in a clean, tidy and litter-free condition for the duration and at the completion of the event / activity.
52. Any additional cleaning or waste removal that is required to be undertaken by CN will be charged to the Licensee at the applicable CN rates as set out in the CN [Fees and Charges](#).
53. Additional waste bins supplied and / or serviced by City of Newcastle will be charged to the Licensee at the applicable CN rates as set out in the CN [Fees and Charges](#).



**WORKING ON SPORTSGROUNDS:**

54. The Licensee cannot approve or undertake any work on Sportsgrounds without CN approval.
55. All works must comply with CN's WHS requirements including CN and site inductions.
56. CN will assess that the work is suitable for the Licensee to undertake, noting works are inclusive of minor and major works including mowing.

**SPORTSGROUND FIELD MARKINGS (LINE MARKING):**

57. All sportsgrounds will be line marked by CN (once only) at the beginning of the season and not for preseason, casual or trial games, i.e., commencement of the seasonal licence period. It is suggested the Licensee or nominated person be in attendance when the initial field marking is undertaken. Additional field marking is the responsibility of the Licensee. Such marking is to be carried out according to the original layout of the field and clear of the turf wicket area. The use of diesel, sump oil, herbicides or glyphosate-based products (e.g. round-up) on CN Sportsgrounds is prohibited. Line marking fluids approved for use are non-toxic line-marking products. Any additional line-marking after the initial line-mark is to be requested to CN at least two weeks prior and line marking charged at the applicable CN rate as set out in the CN [Fees and Charges](#). Sportsgrounds are not to be marked for pre-season training or games without CN's approval.
- Line marking requirements for casual user groups (including Schools) can be either requested with the seasonal user group of the ground or CN can be engaged to line mark on your behalf and line marking will be charged at the applicable CN rate as set out in the CN [Fees and Charges](#).

**FLOODLIGHT USAGE AND REPAIRS:**

58. A floodlight fee will not be charged on Sportsgrounds where the floodlight electricity fee is being paid by the Licensee at that Sportsground. A copy of the electricity account must be produced to CN for verification by the Licensee. Where CN pays the electricity account, a charge will be applied for the use of the floodlights according to the CN [Fees and Charges](#). Should floodlight globes or fixtures on Sportsgrounds fail to work or require refocusing please contact CN's Sport Support Officer on 02 4974 2000 to discuss the procedures and responsibilities for repairs. For reasons of efficiency and economy CN will carry out replacements of blown light bulbs or damaged light fittings only when several repairs are required. This generally means that it may take up to six to eight weeks for repairs to be carried out. Should the Licensee request an urgent replacement they will be required to pay for the special equipment required (approx. \$1,000).

**TEMPORARY STRUCTURES:**

59. The following conditions apply to shade tents, marquees, structures and elevated platform:
- Location of placement is to be determined and approved by CN prior to event / activity,
  - Access for loading / unloading is to be predetermined and adhered to,
  - All erection / dismantling is to be between the hours of 8.00am and 9.00pm,
  - All tent pegs and bolts over 25cm long are not permitted to be used without a "Dial Before You Dig" authority approved by CN,
  - Any damage to paths / grassed surfaces and underground services is to be paid by the Licensee,
  - Structure/s are not to be erected in wet conditions or strong winds where injury may occur,
  - The erection and dismantling of all temporary structures must conform to Australian Standards.
60. Temporary structure/s over 100 square meters are required to have a certificate / specification provided from a practicing structural engineer and the temporary structure/s resists load/s determined in accordance with the Australian and New Zealand Standards entitled:
- AS/NZS 1170.0:2002, Structural design actions-General principles, and
  - AS/NZS 1170.1:2002, Structural design actions-Permanent, imposed and other actions, and
  - AS/NZS 1170.2:2002, Structural design actions-Wind actions.
61. Temporary structure/s over 100 square meters require digital and/or hard copy plans submitted to CN for which include:
- Floor plans,
  - Elevations and sections,
  - A location sketch showing the subject site/s,
  - Plans shall be drawn to a suitable metric scale,
  - The minimum size sheet on which a plan will be drawn is A4 (210mm x 297mm),
  - Site plan/s drawn to a minimum scale of 1:500 shall show the location of the temporary structures and any other buildings there on.
62. On completion, certification for the installation of temporary structure/s over 100 square meters are required to be supplied to CN prior to occupation and/or use.

**TEMPORARY FENCES:**

63. The Licensee shall seek CN approval for the installation of any temporary fence structure and must be:
- Supplied by CN approved contractors to relevant safety standards immediately before the event / activity,
  - Paid for by the Licensee,
  - Placed on land to which this Agreement applies in an approved location,
  - Secured to avoid tipping,
  - Suitably posted,
  - Removed immediately after the event / activity.
64. The Licensee will undertake all repairs and maintenance including horticultural maintenance surrounding the temporary fence during the event / activity at the cost of the Licensee as directed by CN.
65. The Licensee will undertake all repairs to the Sportsground post removal of the temporary fence at the cost of the Licensee as directed by CN.
66. The Licensee is responsible for storage of the temporary fence at the cost of the Licensee.
67. In the instance the temporary fence is not removed by the Licensee immediately after the event / activity, the removal and all restoration costs will be charged to the Licensee at the applicable CN rates as set out in the CN [Fees and Charges](#).

**TEMPORARY TOILETS:**

68. The Licensee shall provide temporary toilets for each event / activity day and must be:
- Supplied by CN approved contractors to relevant safety standards immediately before the event / activity,
  - Paid for by the Licensee,
  - Placed on land to which this Agreement applies in an approved location,
  - Secured to avoid tipping,
  - Suitably sign posted,
  - Removed immediately after the event / activity.
69. Public toilets on the land to which this Agreement applies may be used for the event / activity, the Licensee is responsible for the cleaning and restocking of toilet paper within the public toilets on each event / activity day.

#### URBAN TREE MANAGEMENT CONDITIONS:

70. All trees in the Sportsground are to be protected from damage. Install fencing as necessary in to avoid damage to a tree or groups of trees. The type of fencing is determined upon the event / activity. For example rock concert - metal temporary style fencing is required whilst event /activity parking shall be fenced off using tag line and capped star pickets. All fencing is to be set up outside the water drip line of the canopy.  
*Note: Underground services must be identified prior to installation of star pickets and metal pegs.*
71. Vehicle access routes are identified by traffic cones, barrier boards or bollards and must remain outside the water drip line of the canopy.
72. No signs, nails, bolts, guy ropes, wires, ropes, garbage's are to be attached to any tree, tree roots or tree guard or CN structure including light poles within the area approved by this Agreement.
73. No tree branches or tree roots are to be pruned, damaged or removed for any purpose by the Licensee or facility user. Any tree works will be conducted by or coordinated through CN's City Greening Services section.
74. The Licensee is responsible for any damaged caused by this event / activity to the Sportsground and will be charged for the repair of the Sportsground at the applicable CN rates as set out in CN [Fees and Charges](#).
75. The Licensee is responsible for any damaged caused by this Sportsground and will be charged for the repair of the Sportsground at the applicable CN rates as set out in CN [Fees and Charges](#).

#### DRONE CONDITIONS:

76. The Licensee is to supply to CN prior to the event / activity with the Application the following:  
a) Newcastle FPV Inc activities comply with published Civil Aviation Safety Authority guidelines for operating RPAS.\
77. If the Licensee is flying RPA's commercially (i.e., not for sport or recreation,) copies of the held unmanned aerial vehicle (UAV operator's certificate [UOC]) be supplied to CN prior to the event / activity.

#### GOALPOSTS

78. In conjunction with 'Australian Standard 4866.1-2007 Playing Field Equipment – Soccer Goals' regarding the manufacture, use and safe storage of goalposts and 'NSW Office of Fair-Trading Act 1987' all goalposts on Newcastle sportsgrounds must meet current Australian Standards regarding the use and storage. The Licensee is responsible for the following:
- a) All goalposts, whether fixed or portable, large or small, are properly secured and anchored and are stable and safe for use AT ALL TIMES. This includes the goals surface positioning.
  - b) Portable goalposts must be pegged, pinned or weighted down by the use of stakes, pegs, sleeves, chain anchors or appropriate weights such as sandbags or cement bags to prevent the structure from overbalancing or falling.
  - c) Outdoor goalposts should be secured by one of the following formats and a minimum of three (3) anchor points in compliance with NSW Office of Fair Tracing Act 1987 as follows:
  - d) Steel stakes or 'J' Hook style pegs. Sufficient stakes or hooks are required to support each goal, taking the size of the goalpost into consideration. Minimum of 10 stakes for a full-size goal.
  - e) Anchors can fit over a ground bar with staking holes for steel pegs or spiral styled screws, which secure fully into the ground.
  - f) Semi-permanent or sleeved anchoring requires that the main support is a permanently secured base that is buried underground to connect the underground base to the goal.
  - g) For both indoor goals and outdoor goals, where the ground surface cannot be penetrated, sandbags or counterweights should be used. The number of bags required to support the structure should be adequate and relative to the size of the goal. 12 Bags of sand or 10 bags of cement for a full-size goal.
  - h) Portable goalposts should NOT be left in place after use – they should be safely moved to a place of secure storage or chained appropriately to a fixed and non-moveable object when not in use.
  - i) Metal or steel net hooks are not permitted on goalposts. In accordance with Australian Standard AS4866.1 goalposts must not be fitted with metal net hooks. Nets should only be secured by tape, velcro, plastic net clips or another safer alternative. Net pegs should only be used to anchor a net and not to anchor any goal structure.
  - j) Warning Stickers or a printed Warning Notice must be affixed to or printed on all portable goalposts in accordance with Australian Standard AS4866.1 – 2007 to warn of the dangers of portable goalposts. Children or adults should never be allowed to climb, swing or play on goalposts or goal netting as it may cause severe harm, permanent injury or even death.
  - k) Where possible all clubs and associations should complete the FNSW Goalpost Safety Compliance form and return to their respective Association or Football NSW.

#### FEES AND CHARGES:

79. Unless prohibited by statute, the Licensee must pay any reasonable costs incurred by the Licensor in considering or acting on a request by the Licensee in connection with this Licence. The Licensed Area or any matter arising in connection with the Licensed Area, in accordance with the CN [Fees and Charges](#).

#### AMENDMENT / TERMINATION OF AGREEMENT:

80. This Agreement is valid for Sportsground for the area, purpose, day and time specified and this Licence may only be amended or supplemented in writing and signed by the Licensor. CN reserves the right to withdraw this Licence for any date(s) on giving one month's notice of it's intention to do so.

#### COMMUNICATION:

81. CN is committed to being accessible and responsive to customers with an expectation of mutually professional, respectful, and courteous communication, without exception. CN does not tolerate unreasonable behaviour or communication which, due to its nature or frequency, raises substantial health, safety, resource or equity issues for CN, our staff, and other service users. The Licensee is responsible for ensuring all members adhere to professional, respectful, and courteous communication at all times.

If you have any queries with regards to this Agreement, please contact City of Newcastle on 02 4974 2000 or [parks@sportsground@ncc.nsw.gov.au](mailto:parks@sportsground@ncc.nsw.gov.au).

## For Jeremy Bath - Chief Executive Officer

#### Protecting your privacy

City of Newcastle is committed to protecting your privacy. We take reasonable steps to comply with relevant legislation and CN policy.

**Purpose:** Information required for allocation of Sporting Grounds, City of Newcastle.

**Intended recipients:** Parks and Recreation.

**Supply:** Voluntary.

**Consequence of Non-Provision:** Application not processed.

**Storage and security:** City of Newcastle Electronic Document Management System; records to be kept indefinitely.

**Access:** City of Newcastle, phone 02 4974 2000, fax 02 4974 2222, email [parks@sportsground@ncc.nsw.gov.au](mailto:parks@sportsground@ncc.nsw.gov.au).