



Conditions of Season Sporting Licence

General Conditions

Non-Transferable

Seasonal Licences are non-transferable, eg. sporting or community bodies operating under a season sporting licence cannot sub-licence facilities and grounds to other clubs or entities.

Described Activity & Valid Area

Seasonal Licences are valid only for activity described in the licence, and only valid for the area or areas stipulated on the Licence.

Dates and Times

Seasonal Licences are valid only for the agreed times and dates in the licence.

NOTE: Season licences are granted to approved sporting or community bodies for Summer and Winter seasons only. Winter (1 April - 30 September) & Summer (1 October – 30 March).

Insurance

The Licence holder agrees to indemnify and to keep indemnified the Council its servants and agents and each of them from and against all actions, costs, claims, 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 Licence.

The Licence holder shall take out and keep current a public risk insurance policy in the name of the Licence holder insuring the Licence holder for the minimum sum of twenty million dollars (\$20,000,000) against all actions, costs, claims, damages, charges and expenses whatsoever which may be brought or made or claimed against the Licence holder in relation to the activity.

The Licence holder must provide confirmation of insurance to Council. Such a policy shall bear the endorsement of the Insurer indicating the Insurer accepts the indemnity given by the Licence holder.

The Licence holder, where appropriate, shall ensure that it is licensed or registered to carry out the activity authorised by the issuing of this Licence. Licence Holders must also notify the Council in writing, giving full details, whenever they become aware of a possible claim under any insurance required.

Amendment to Directions and Conditions

The Licence conditions may be amended at any time by the issuing authority with or without consultation with the Licence holder. The issuing authority may add or remove conditions to the Licence in addition to these conditions at any time.

Modified equipment and portable goals

To ensure greater flexibility and support shared use of our sporting grounds, Season Licence holders may (as a season licence condition) be required to use modified equipment and/or a nominal number of approved portable goals. Site plans and discussions with other shared users should happen prior to a seasonal licence being granted, to ensure our community and season licence holders utilise our sportsground in the best way possible. This may be requested by council prior to the commencement of the season.

Failure to Comply

Failure to comply with any directions or conditions of the Licence will result in the Licence being revoked.

Compliance with Other Legislative Requirements

The Licence holder must abide by all other State and Federal legislation, including ensuring all activities adhere to any prevailing COVID-19 or other pandemic related guidelines and protocols.

The issue of this Licence does not absolve the Licence holder or their agents from any other overriding legislation. Wherever there is any cost involved in complying with these requirements, the Licence holder will be responsible for the payment of these costs.

Available for Inspection

The Licence holder must make available for inspection the activity or premise for which this activity refers to at any reasonable time of the day or night.

Changes to the Activity

Any changes to the approved activity contained on this Licence must be with prior approval from the issuing authority. This may cause conditions to the Licence to be altered. If this is the case a new Licence will be issued.

Changes to Circumstances Affecting Validity of Licence

Any changes to circumstances that would affect the validity of the Licence must be notified to the issuing authority within 14 days of the change. For example, a change to ownership of a company would require notification.

Fees and Charges

This Licence is subject to the fees and charges as set out in the prevailing City of Charles Sturt Fees and Charges Register. NOTE: Fees are reviewed each financial year.

Special Conditions - Changerooms and other Council buildings

1. The Licence fee for use of the facilities will cover the cost of watering and mowing of standard laying surfaces; and sports lights if applicable.
2. Licence holders approved to use changerroom facilities at John Mitchell, Jubilee, St Clair or Trust Reserves will be subject to an additional seasonal changerroom fee to reflect some of the additional costs and obligations of seasonal changerroom use (eg. power, water and maintenance). This fee structure is set out in the City of Charles Sturt Fees and Charges Register.
3. Licence holders will be responsible for the cleaning of changerrooms (including consumables) and the cleaning of the pans, urinals and hand basins in the toilet areas of change rooms.

Changerooms and other Council buildings (including servery and storage areas) must be kept in a clean and tidy condition after use.

NOTE: Council will undertake regular routine inspections of seasonally licenced changeroom facilities, to ensure they are being maintained to a high standard, including cleanliness and compliance with other licence conditions.

4. Licence holders must not serve, sell or provide to persons; or consume or allow persons to consume alcohol anywhere in the Licensed Area, without first obtaining: the consent of Council; and an approved liquor licence from Consumer and Business Services. NOTE: Landowner Consent for liquor Licences will not be considered/approved for any changeroom, servery or storage areas of Council owned buildings.
5. Licence holders must ensure that alcohol is not stored, sold or consumed within any changeroom, servery or storage areas. NOTE: Changerooms also cannot be used for storage purposes in general.
6. Licence holders must not place any signs or advertisements on the outside or inside (if they can be seen from outside) of the Licensed Area, except a sign or signs which are approved by the Council; and comply with any relevant Statutory Requirements.

7. The Licence does not give exclusive rights to use the area and any number of sporting or community bodies may be entitled to use the area during the season, but preference will be given to the Licence Holder for the times nominated on their Licence application.

NOTE: where clubs share sporting grounds and/or facilities they must ensure they cooperate and jointly agree on any proposed changes each season, before instigating any changes (eg. clubs must not assume increased usage, or changes to line-marking, goal placement, pitch layouts, etc. are permitted) without first consulting directly with other licenced users and the Council.

8. Council may allocate another area of similar size and in a similar location to the Licence Holder during the season.
9. Any disputes between the Licence Holder and any other groups or community bodies concerning usage of the area will be settled by an authorised Council Officer.
10. No charge may be made or imposed by the Licence Holder on people attending the area for the purpose of watching or playing sport or engaging in any other activity.
11. Should the Licence Holder wish to renew the Licence for another season, the Licence Holder must notify Council at least 2 months before the proposed commencement of the new season. Council does not guarantee the same location will be made available to the Licence Holder, or that the fee will not be increased.

12. The Licence holder:

- a. Will be required to pay for all sporting equipment and special site preparation costs to enable the sport to be played at the venue. Line marking and special sports surface preparation, e.g. turf cricket wickets, can be undertaken by Council at a cost to the Club or by the Club to a standard agreed by Council.
- b. Must comply with any applicable industry or health and safety standards in relation to the activity and ensure that the licenced activity is conducted in a safe and responsible manner.
- c. Agrees to take all reasonable precautions to avoid damage to Council owned property, flora and fauna, fencing and any structures located in the area. The Council must be notified immediately of any damage done to Council property, water, gas, electric, telephone or other service located within the area.
- d. Will be responsible to reimburse the City of Charles Sturt for all reasonable costs to repair, remediate, or rectify any damage caused as a result of the conduct of the activity.

- e. Agrees to use the playing and general area within the allocated time frames as specified in the Licence.
- f. Agrees to leave the playing and general area in a clean and tidy condition
- g. Agrees to be responsible for the conduct of the members of the public and club members attending or participating in the activities in the area and must ensure that there are sufficient qualified people in attendance at the area to supervise the activities conducted in the area.
- h. Agrees not to cause any disturbances or nuisances to any adjoining occupiers of the area.
- i. Agrees to ensure that vehicles are not permitted to park/access the reserve/sports ground.
- j. Agrees to consult with the Council's Authorised Officers in relation to the following:
 - The erection of temporary or permanent structures such as fencing, signage, goal posts, sockets and marquees. NOTE: There is to be no pegging in to the ground and all structures must be weighted according to SafeWork SA standards. Under no circumstances should anything of significant weight be attached or hung from any shelter, building or structure.
 - Turf management and line marking. NOTE: Round-up, diesel or tar-based products are NOT permitted to mark the playing field, and clubs may be liable for any costs to incurred as a result.