



ACTIVE RESERVES SPORTSGROUND AND PAVILION CONDITIONS OF USE



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MODIFICATION HISTORY

Release	Version	Date	Author	Comments
1	1	Aug 2020	Recreation Services	
2	2	Oct 2025	Recreation Services	

1. INTRODUCTION

The Sportsground and Pavilion Conditions of Use (Conditions of Use) apply to all sportsgrounds and pavilions owned and controlled by the City of Monash. The Conditions of Use has been developed as the first point of reference to assist Monash Sporting Clubs (Clubs) understand their obligations and requirements when allocated a Council-managed sporting facility through a seasonal allocation.

For any further assistance please contact the Sports Liaison Officer during business hours on 9518 3583 or recreation@monash.vic.gov.au

2. BACKGROUND

The Conditions of Use allows Clubs to understand Council's expectations for the management of its Sporting Facilities. These Conditions of Use will be reviewed and amended regularly and should be read in conjunction with the relevant Council policies including:

- Council Licence
- Leasing and Licencing Policy
- A Healthy and Resilient Monash – Integrated Plan
- Gender Equity Strategy and Action Plan Monash 2021
- Active Reserve Facility Hierarchy
- Active Monash Capital Work Priorities Framework
- Active Monash Fees and Charges Policy
- Active Monash Sports Club Framework
- Cricket Wicket Policy
- Monash Sports Floodlighting Policy
- Dog Off-Leash Policy
- Melbourne East Region Sport and Recreation (MERSR) Fair Access Policy
- Liquor Licencing Policy at Council Recreation and Sporting Reserves
- Public Health Approach to Gambling Harm

The abovementioned strategies and policies can be found on the City of Monash website via [Plans and Strategies](#).

3. APPLICATION FOR THE USE OF SPORTSGROUNDS AND PAVILIONS

Applications for the use of sportsgrounds and pavilions must be submitted via Council's online sportsground management system IMS. Applications must be submitted by the due date and must be fully completed with all requested information included prior to it being considered and decided on. Incomplete applications will not be considered.

4. COMMENCEMENT OF AUTHORISATION

The Club must submit all mandatory Annual Reporting Requirements prior to the commencement of their sporting season. Use of a sportsground or pavilion is not deemed to be authorised by Council until the Club has provided its mandatory documentation which includes:

- a copy of their previous season's Annual Report and minutes from their latest Annual General Meeting (AGM) Report;
- Financial statements including Balance Sheet, Income Statement and Profit & Loss
- submitted a copy of their Public Liability Policy of Insurance;
- submitted a copy of their permit or licence to sell or consume liquor at each venue;
- submitted a copy of their permit to sell and prepare food at each venue;

- submitted a copy of the Clubs Risk Management Plan;
- submitted a copy of the Clubs Child Safe Policy;
- returned all keys issued in any previous season or paid for any keys or swipe cards lost;
- paid all charges levied by the Council, including fees associated with the forthcoming season;
- made good any damage or paid all costs related to any damage from a previous season.

Failure to provide all required documentation by the due date will result in the Licensee being deemed a casual user, and no seasonal allocation will be issued or access granted until all documentation has been received and approved by Council.

Clubs that fail to provide documentation may be subject to an independent audit to verify their compliance with all statutory, regulatory and Council requirements.

5. COMMUNICATION

Good communication is essential to the smooth running of sport and recreation facilities.

The Club is required to take the following steps to ensure effective communication with Council:

- Any general maintenance requests should be emailed to recreation@monash.vic.gov.au within 24 hours of the incident.
- Emergency maintenance requests during office hours should be directed to the Sport & Recreation Officer on 9518 3583 or emailed to recreation@monash.vic.gov.au
- Emergency maintenance requests after hours should be directed to the After-Hours Number on 9518 3555
- Matters relating to sports ground allocation including additional usage and club functions should be directed to recreation@monash.vic.gov.au
- All other requests for upgrades or major works should be in writing and directed to recreation@monash.vic.gov.au
- The Club is required to provide up to date details of one contact person who will be the nominated Council Liaison and will be responsible for dealing with the Sport & Recreation Officer on a day-to-day basis. To ensure effective communication and to eliminate inefficiencies and repetition it is preferable for Council Officers to deal with one designated club contact.
- All emails forwarded to recreation@monash.vic.gov.au will receive a response within five (5) working days. If the matter is urgent, Clubs must contact Recreation Services via 9518 3583

6. PURPOSE OF/ LIMITATIONS OF USE

The use authorised by these Conditions does not create any property rights and is not exclusive. The club has the right to utilise the sportsground/s and pavilion/s at the times stipulated in their seasonal allocation and in accordance with these Conditions.

Council retains the right to hire on a casual basis all sportsgrounds, sporting infrastructure and pavilions when not allocated to the Club at the specified times in accordance with their seasonal allocation.

Council makes no guarantee that the sportsground, pavilion, or training lights (if available)

are fit for any specific purpose. It is the responsibility of the Club to assess and determine the suitability of the facility for its intended use prior to and on each occasion of use.

Authorised use by the Club of the whole or any part of the sportsground and/or pavilion is limited to:

- conducting fixtured games as indicated on the application approval;
- conducting in season training sessions at the times approved on the Club's seasonal allocation; and
- use of the sports pavilion/s in conjunction with club training, home matches, club events and activities such as the club's Annual General Meeting, or presentation night at the times approved on the Club's seasonal allocation.

All other activities including pre-season training, finals training, finals matches, and private functions are not included within this authorisation and are subject to a separate application by the Club/ Association/ League and approved by Council. Other fees and charges may be applicable for any additional use outside the Club's seasonal allocation.

7. CONTINUATION OF AUTHORISATION

Continuation of Council's authorisation to use the sportsgrounds and pavilions is conditional upon the Club observing all reasonable requirements of Council (whether contained in these Conditions or otherwise) including but not limited to ensuring compliance with the sections contained within this document.

8. ALLOCATIONS AND USE OF SPORTSGROUNDS AND PAVILIONS

All sportsground and pavilion allocations are made on either summer or winter seasonal basis, or an annual basis in accordance with the following:

Winter season: 1 April to 2nd Sunday in September inclusive.

Summer season: 1 October to 2nd Sunday in March inclusive.

Annual season: 1 January to 31 December inclusive.

All activities pertaining to the club must be undertaken within the relevant delegated season. The Club shall ensure the allocated sports ground(s) and pavilion(s) are only used during the days and times specified by Council in the club's seasonal allocation approved on IMS. The Club shall ensure that the sports ground(s) and pavilion(s) are only used for the purposes for which the allocation was granted.

If the Club requires the use of the sportsground and pavilion outside its allocated days and times or requires the use of an alternative sportsground and pavilion, the Club must complete a 'Casual Booking Application' on IMS and receive an approval notification through IMS prior to the use of any facility.

The Club is not permitted to sub-let, negotiate or approve the use of all or part of the facilities with any other users.

Council reserves the right to:

- close the ground for programmed restoration and maintenance works at any point in the year including September and March when finals are typically played;
- allocate the reserve for Winter or Summer finals to the Club at the discretion of Council, or to another sporting group should the reserve not be required for programmed

- restoration and maintenance works in September or March;
- suspend or cancel access to the ground at short notice due to adverse weather conditions or safety concerns. While every effort will be made to provide the Club with more than 24 hours' notice and an alternative venue (if available), this cannot be guaranteed.

9. LIQUOR LICENCE CONDITIONS – SPORTS CLUB USE

9.1. Compliance with Laws and Licence

The Club must hold and maintain a current liquor licence issued under the Liquor Control Reform Act 1998 (Vic) that is appropriate for the premises and its use.

The Club must comply at all times with:

- the conditions of its liquor licence, and
- all relevant legislation, including the Liquor Control Reform Act 1998 and Council's Local Laws.

A current copy of the liquor licence must be displayed in a prominent location inside the licensed area.

9.2. Responsible Service of Alcohol

Alcohol must only be sold, supplied or consumed in accordance with Responsible Service of Alcohol (RSA) principles. All persons serving alcohol must hold a valid RSA certificate. The Club must take all reasonable steps to prevent intoxication, underage drinking, and anti-social behaviour associated with the sale or consumption of alcohol.

9.3. Trading Hours

The sale or consumption of alcohol is permitted only during the hours approved by the liquor licence and within the hours of use authorised by Council.

Hours of use authorised by Council:

Monday – Wednesday	between 6.00pm – 9.30pm
Thursday	between 6.00pm – 10.00pm
Friday	between 6.00pm – 11.30pm
Saturday	between 12 midday – 11.30pm
Sunday	between 12 midday – 8.30pm

Council does not authorise the sale or consumption of alcohol during periods of junior training or matches.

Council reserves the right to restrict or vary trading hours if there are substantiated complaints or compliance concerns.

9.4. Designated Licensed Areas

Alcohol must only be consumed within the areas approved under the Club's red line plan as approved by Council in accordance with its liquor licence.

The Club must ensure that signage clearly identifies the boundaries of licensed areas.

9.5. Conduct and Amenity

The Club must ensure that the behaviour of members, guests, and patrons does not cause nuisance, disturbance or bring Council or the facility into disrepute.

Noise levels associated with the operation of the licensed area must not exceed EPA or Council limits.

The Club must provide appropriate security or supervision for any licensed events.

9.6. Events and Functions

The Club must obtain prior written Council approval for any licensed event that is outside regular sporting operations (e.g., fundraisers, presentation nights etc).

Temporary liquor licence extensions for events must be managed in accordance with Council requirements.

9.7. Breach of Conditions

Any breach of the Club's liquor licence or these conditions will be treated as a breach of the Club's licence agreement.

Council may issue a warning, impose additional conditions, suspend use of the facilities, or terminate the agreement in the event of repeated or serious breaches.

9.8. Notification and Reporting

Any breach of the Club's liquor licence or these conditions will be treated as a breach of the Club's licence agreement.

Council may issue a warning, impose additional conditions, suspend use of the facilities, or terminate the agreement in the event of repeated or serious breaches.

9.9 Notification and Reporting

The Club must notify Council within five (5) business days of any infringement, incident, or enforcement action by the Victorian Gambling and Casino Control Commission (VGCCC) or Victoria Police related to alcohol service.

10. ADDITIONAL CLUB EVENTS, FUNCTIONS & ACTIVITIES

The Club shall ensure that if they intend to host a special event, function or activity at the sportsground and/or pavilion that requires additional infrastructure (eg. marquees, jumping castles) and is expected to attract large attendances, an Event Permit is obtained from Council's Events Department.

Any Club unsure if their event or activity requires further approval should contact Council's Sports Liaison Officer.

For more information: [Planning an Outdoor Event in Monash](#)

11. BREACH OF CONDITIONS

If a Club breaches any condition outlined in this document or fails to meet any reasonable requirement necessary for the safe and harmonious use of the facilities, Council's authorisation for the Club to use the sportsground and pavilion will be considered revoked—unless Council provides written confirmation stating otherwise.

12. CCTV (Closed Circuit Television)

All Clubs must seek Council permission to install any CCTV systems externally or internally

at Council Facilities. Applications must be submitted in accordance with [Council's CCTV Policy](#) and typically will only be supported for external CCTV where the system is connected to Council's system and funded by the Club.

All requests for CCTV footage must be made in writing to Council's FOI Officer via FOIandPrivacy@monash.vic.gov.au

For further information: [Freedom of Information](#)

13. CHILD SAFE STANDARDS

The Victorian government has eleven (11) compulsory minimum Child Safe Standards that apply to all organisations providing services or facilities for children. These standards are designed to promote the safety of children, prevent child abuse and ensure organisations have effective processes in place to respond to and report all allegations of child abuse.

Clubs and Users must implement the eleven (11) compulsory minimum Child Safe Standards, a child-safe policy and a statement of commitment to being a child-safe Club. The Club's must put in place a Code of Conduct that establishes clear expectations for appropriate behavior with Children and explains the mandatory and voluntary processes for responding to and reporting suspected child abuse.

Clubs must make their child-safe policy, statement of commitment to being a child-safe Club, and their a Code of Conduct publicly available on their website and copies available at all facilities allocated to their use. The Club must all also promote their Child Protection Officer and the Officer's contact information to all club members and participants regularly throughout their season and at all facilities allocated to their use.

Clubs must ensure that all employees and volunteers who are required to apply for a working with children check (WWCC) under the Working with Children Act 2005 have done so before working with children. Furthermore, Clubs must maintain a register of all employees and volunteers working with children checks, to ensure they are current and up-to-date. Clubs must ensure that any employee or volunteer that is given a negative notice does not work with children. It is an expectation of Council that all club officials of clubs with junior programs hold WWCC accreditation and are included on the register.

For more information: [Child Safe Standards](#)

14. CLEANING AND MAINTENANCE OBLIGATIONS

14.1 General obligation

The Club must keep its facilities including all indoor and outdoor facilities used by the Club, in a clean, tidy, and safe condition at all times to the satisfaction of the Council.

14.2 Indoor areas

The Club must:

- clean all internal areas after each use, including changerooms, toilets, showers, kitchens, meeting rooms, and social areas;
- remove all rubbish, bottles, and personal items;
- ensure all bins are emptied into the designated Council collection point; and
- report any damage, leaks, or maintenance issues to the Council immediately.

14.3 Outdoor areas

The Club must:

- remove litter, bottles, tape, and sports equipment from the playing surface, spectator areas, and surrounding grounds after each use;
- ensure no waste or debris is left on or around the Facility;
- avoid damage to turf, goalposts, fencing, or other outdoor infrastructure; and
- use line marking and equipment only with Council-approved materials.

14.4 End of season / event cleaning

At the end of each season or event, the Club must complete a comprehensive clean of all indoor and outdoor areas and return them to the condition they were in at the commencement of this Seasonal Allocation, fair wear and tear excepted.

14.5 Council inspection and costs

The Council may inspect the Facility at any time to assess cleanliness and maintenance. If the Club fails to comply with this clause, the Council may arrange cleaning or repairs and recover the reasonable costs from the Club as a debt due

15. COUNCIL POLICIES

It is the responsibility of the Club to remain informed of, and comply with, all applicable Council policies, as well as relevant laws and regulations.

16. CLUB SPORTSGROUND INSPECTION CHECKLIST

The Club shall ensure that inspections of playing surfaces are completed before any sporting activity is conducted to ensure that the sportsground surfaces are deemed safe for playing.

Prior to each event (or use of the facility or part of the facility) the Club must inspect the facility to ensure it is free from hazards prior to using it.

The Club shall ensure that these inspections are documented on their Association's 'Ground Inspection Report' or equivalent.

Any issues or hazards, including damage to the facility or non-compliance with usual standards, must be advised to Council as soon as possible. Where the hazard has safety implications, Council must be telephoned on 9518 3555. The facility must not be used until the hazard or defect has been remedied. The Club is responsible for monitoring and securing an area with a hazard until Council staff or authorised contractor arrives.

17. DAMAGE TO COUNCIL PROPERTY

The Club is responsible for any damage, or theft of Council property resulting from or related to the use of the facility by the Club including damage caused by members and its visitors. Any damage to the sportsground and pavilion or theft of equipment or other property must be reported to Council immediately. The Club shall be responsible for all costs associated with the repairs.

In the event of any dispute as to the timing or cause of damage between users, Council will make a final and binding decision.

18. DEFIBRILLATORS, FIRST AID & INCIDENT REPORTING

Clubs are responsible for the supply and maintenance of a defibrillator and first aid kit and equipment at each venue they use. Co-tenants are encouraged to co-contribute and share

one per facility.

Clubs should maintain an appropriately stocked first aid kit at each facility it uses. Clubs should have a documented first aid and incident reporting system to ensure all incidents are recorded. It is essential that records be kept for a minimum of three years for adults and six years for individuals under 18, after initial notification of the incident.

19. END OF SEASON PAVILION INSPECTIONS

At the end of each season or event, the Club must complete a comprehensive clean of all indoor and outdoor areas and return them to the condition they were in at the commencement of this Seasonal Allocation, fair wear and tear excepted.

Council's Sports Liaison Officer prior to the end of the season will provide instructions to all clubs on when, how and the expectation of Council in completing this process.

20. EMERGENCY MANAGEMENT PLAN

It is a requirement that all Clubs have an Emergency Management Plan. This includes emergency numbers, evacuation procedures and contact details. It is expected that Clubs will review this plan every 12 months and resubmit this plan as part of the Club's allocation request.

Council is responsible for the Essential Safety Measures of Council Facilities. This includes the installation, maintenance, repair and replacement of emergency exit lighting and emergency equipment such as hoses and/or extinguishers for firefighting.

The Club must:

- keep displayed in prominent locations, emergency notices and Fire Orders;
- not interfere with any emergency equipment or notices.
- immediately notify Council if an emergency occurs'
- notify Council if fire-fighting equipment is used'
- prominently display its Emergency Management plan in the facility'
- ensure that the pavilion is left in a safe state at all times including clear access and egress points'
- keep all emergency and exits and fire doors clear of obstructions at all times.

The Club must be aware of proper procedures for and be responsible for the safe and orderly evacuation of guests from the facility if an emergency situation occurs.

21. EXTREME WEATHER POLICY

Clubs must adopt and adhere to their National, State or Local Sport Association's extreme weather policy.

22. FACILITY MODIFICATIONS

Club's will be permanently excluded from use of the facility if any part of the facility is:

- modified without prior written consent from Council,;
- performed in breach of any safety or building codes (altered wiring, removal of exit lights, blocking exits, etc.)or
- interfered with in a manner which breaches or voids Council's insurance policy.

If a Club wishes to upgrade, improve, extend or modify a pavilion and/or sportsground the

Licensee is required to make a formal written application to Council.

A Club may submit requests for proposed modification of the facility to Council for consideration as part of Council's Capital Works Program. Council, as the facility owner, reserves the right to undertake/contract any works requested at its discretion.

23. FEES AND CHARGES

The Active Monash Fees and Charges Policy has been developed to ensure Council has a fair and consistent rationale underpinning the fees and charges for facilities, which is based on recouping a consistent percentage of maintenance costs from all tenant clubs.

The Club must pay all licence fees, charges, and any other monies due under this Agreement by the due dates specified by the Council.

24. ACCESS SUSPENSION FOR LATE PAYMENT

If the Club fails to make payment, within 60 days of the due date, Council may, without further notice, suspend the Club's access to the grounds and facilities, grant programs or meetings with Council officers until all outstanding amounts are paid in full.

During any period of suspension:

- The Club will have no entitlement to use any Council premises or associated facilities
- The suspension will not reduce or waive the Club's obligation to pay any other fees or charges levied under its Licence Agreement.

Council reserves the right to terminate the Club's Licence Agreement if payment remains outstanding beyond 90 days of the original due date.

Clubs may submit a request to Council for a payment plan where they can illustrate hardship. Clubs will be required to submit reasons for hardship and a current copy of its financial report before the due date.

25. FINALS

Clubs are permitted to use the sportsground and pavilion in accordance with the summer and winter dates specified as per these conditions. Any finals training or match requests outside these dates will be considered on a case-by-case basis.

Clubs participating in finals must notify Council prior to the end of the home and away season.

It is the responsibility of the Club to ensure it requests use of the facilities for finals through Council's Sport Liaison Officer.

26. FIREWORKS

The Club is not permitted to use any form of fireworks at the facility.

27. FOOD HANDLING

The Club shall ensure that no food is sold, prepared or cooked without the appropriate licences or permits. Clubs must update their Food Registration Certificate annually and submit a copy of their certificate with their allocation request.

Council's Public Health Unit is responsible for ensuring compliance with the Food Act 1984.

For further information on your Club's responsibilities please contact the Public Health Unit on 9518 3555 or read further online via [Food Premises](#).

28. GAMBLING

The City of Monash [Public Health Approach to Gambling Policy](#) was adopted by Council at the November 2022 Council meeting. The policy outlines Council's commitment to reducing harm from gambling within the City of Monash and guides Council in its decision making on gambling harm prevention.

Monash Sports Clubs are not permitted to engage in gambling activity or the promotion or advertising of any gambling activity or venue on Council-owned or managed land, or in any Council facility. This includes but is not limited to advertising or promotion within clubrooms, via newsletters, email banners, on club attire or paraphernalia, or on sports ground fencing or scoreboards. This pertains to all forms of gambling advertising, particularly sports betting, online gambling and EGM venues. Failure by sports clubs and licensees to comply with this requirement will result in their allocations and use of the facility being jeopardised.

29. BBQS & GAS BOTTLES

The Club must ensure that gas bottles are never left connected to BBQs when not in use. All gas bottles must be stored in a well-ventilated area, ideally within a secure, caged enclosure, and kept out of reach of children and the general public. If the facility does not have a suitable storage area, the Club is responsible for removing the gas bottle from the premises after each use.

30. INAPPROPRIATE BEHAVIOUR

Council aims to ensure that everyone in the Monash community enjoys the same opportunities, rights and respect, regardless of their gender, sexuality, cultural background, or ability.

Clubs are expected to provide a welcoming, respectful and inclusive environment for all. Council will not support community groups participating in activities that promote disrespectful attitudes, norms, behaviours and practices of any kind. The display of any sexually explicit, offensive material or sexual objectification in any form is prohibited.

Offensive or inappropriate behaviour within the facility is prohibited. Clubs allocation may be terminated if any offensive or inappropriate activities take place on Council property.

Clubs acknowledges their use permitted under these Conditions of Use is additionally governed by Clause 14 of Council's Local Law NO.3 – community amenity: "Behaviour on Council Land"

31. REPUTATION AND CONDUCT

The Club must, and ensure its members, officials, volunteers, and spectators:

- conduct themselves in a proper, respectful, and lawful manner while using the Facility; and
- not engage in any conduct (whether occurring on or off the Facility) that, in the reasonable opinion of the Council, may:
 - bring the Council or the Facility into disrepute;
 - adversely affect the reputation of the Council; or
 - be inconsistent with the Council's values, policies, or community

standards.

If, in the Council's reasonable opinion, the Club or any of its representatives breach this clause, the Council may:

- issue a written warning;
- require the Club to take remedial or disciplinary action; or
- suspend or terminate this Licence, in whole or in part, with immediate effect

32. INDEMNITY

The Club agrees to indemnify, hold harmless, release and discharge Council, its Councilors, employees, contractors and agents and each of them from and against all actions, costs, claims, charges, expenses, loss and damage whatsoever (including without limitation in respect of physical injury or death) (Claim) which may be brought or claimed against them or any of them, arising out of or in relation to the use of the facility by the Club or its members, employees, agents, contractors, licensees and invitees, except to the extent that the Claim is caused or contributed to by any negligent act or omission of Council, its employees, contractors or agents.

33. INSURANCE

Clubs must ensure that at all times during the term of its use, it has in place a current Public Liability Policy of insurance in the name of the Club providing coverage for a minimum of Twenty Million Dollars (\$20,000,000.00) per event.

Clubs should also ensure that it has the benefit of an insurance policy to cover its personal property and the property of its members, visitors, invitees and players stored in the facility, as Council insurance does not cover this property. The Club should consult an insurance broker to ensure that it obtains all insurances necessary to cover its activities.

34. KEYS

The Club will be issued keys and/ or swipe access cards for the allocated sportsground and/or pavilion. Clubs will be asked to sign a key register when collecting and returning keys to Council. It is the responsibility of the Clubs to ensure the safe keeping of all Council issued keys and swipe cards. Clubs must report any lost or stolen keys or swipe cards to Council as soon as it is known to be lost. Council may at times request a copy of the Clubs key record to consolidate against Council's records.

Extra keys or the replacement of broken keys are only available from Councils Recreation team. A fee will be charged for additional or replacement keys as well as the replacement of lost or damaged padlocks.

To assist the Seasonal Changeover, the Club must return all keys at the end of the Season to Council by the date advised by the Sport Liaison Officer, unless prior written approval for an extension is granted by Council.

Any member of the Club not returning keys is responsible for any damage caused to the Facility whilst such keys are in its possession.

Any failure to return keys may result in Council changing the locks. The Club must pay on demand all costs incurred by Council in changing the locks.

The Club must not loan any keys to any other club, organisation, school or person unless

prior written approval is given by Council.

Where swipe cards have been issued for pavilions and sportsground lighting, access cards will be programmed in line with the Clubs allocated hours of use. Any access requirements outside of this must be requested at least 5 days in advance. All Club swipe cards will be deactivated at the end of the season.

35. LINE MARKING

Clubs are responsible for organising and covering the cost of line marking for their allocated sportsgrounds. This excludes Council-maintained grass athletics tracks, where line marking will be carried out by Council and costs recovered from tenant clubs.

The minimum distance between the boundary line and any immovable object is to be marked at a minimum of 3 metres or greater if specified by the Sporting Association.

Council will undertake an audit of all boundary line marking prior to the season and if Council identify that the boundary line doesn't meet the required buffer; the Club will be asked to rectify this requirement immediately and will not be permitted to take the field until this is rectified.

Clubs are prohibited from using any substance/s that could damage the grass or playing surfaces. Clubs are responsible for all costs associated with the reinstatement of any damaged surface caused by line marking. Lime is not to be used as a line marker due to potential health risks. Water based paints are recommended.

36. LEGAL STATUS

The Club must remain incorporated at all times. A copy of the Club's Certificate of Incorporation must be provided as part of its seasonal allocation request.

37. MEMBER PROTECTION POLICY

A member protection Policy (MPP) is a core policy document for sports Clubs and Associations. Clubs must adopt their state or national peak body's policy, or develop their own.

38. NIGHT MATCHES

Clubs must first seek permission from Council to host any night competition matches. Approval for night matches will be given in accordance with Council's [Monash Sports Floodlighting Policy](#). It is essential that sportsground lighting meets the Australian Standards for night competition within each sports' regulations.

39. NOISE

Noise levels must be kept in accordance with all legislative provisions including the Environment Protection Authority (EPA) Victoria and Council's Local Law, and at a volume that does not cause annoyance to any person on any premises within the surrounding area. Current guidelines can be found on the [EPA's website](#).

40. NUISANCE

Clubs will ensure that no nuisance, whether from noise, vehicles, behaviour, escaping balls or any other cause, is occasioned to members of the public and neighbouring properties.

41. NOTIFICATION OF ANY CHANGES

The Club shall ensure that Council is notified immediately of any changes to usage and/or allocated times, including changes to the number of teams playing on the sportsground and fixtured games. Clubs participating in finals must notify Council prior to the last fixtured game. Clubs that fail to notify Council of changes to fixtured games and participation in finals will not be guaranteed use of facilities.

42. PARKING & VEHICLES

Clubs shall ensure that members, supporters and visitors comply with or are aware of parking restrictions. Clubs shall ensure that no vehicles, other than emergency or maintenance vehicles, are parked in or have access to the reserve. Parking is only permitted in the areas specifically marked and designated as public parking.

All road rules, parking regulations and Local Laws must be observed. It is the responsibility of the Club to ensure that their members and patrons arrive and leave in an appropriate manner.

The Club shall ensure cars do not park on private property without the consent of the owner or block residents' driveways.

43. PAVILION HOURS

Clubs may only use the pavilion in accordance with their seasonal allocation and hours of use will be restricted to the following:

Monday to Thursday	7am – 10.00pm
Friday	7am – 12.00midnight
Saturday	7am – 12.00midnight
Sunday	7am – 9.00pm

44. SPORTSGROUND HOURS

Clubs may only use the sportsground in accordance with their seasonal allocation and hours of use will be restricted to the following unless otherwise approved by Council:

Monday to Friday	7am – 9.30pm
Saturday & Sunday	7am – 7.00pm

45. PEGGING OR SPIKING

Clubs are not permitted to peg or spike items into sportsgrounds. Pegging or spiking may damage sprinklers, sub-surface drip irrigation lines, wires, connections or other underground services. Clubs that are found to have pierced any underground infrastructure will be responsible for the repair costs.

46. PRACTICE MATCHES

Pre-season matches are not guaranteed and will not be permitted until at least two weeks prior to the beginning of the fixtured season. Clubs will only be permitted to play one senior women and/ or one senior men's pre-season match on or after this date, subject to the availability and condition of grounds.

No winter sports pre-season matches will be permitted on grounds where the center synthetic cricket wicket is uncovered and there is no boundary line marking.

Only public toilet access will be available at grounds able to accommodate pre-season

matches. Council will provide no access to the sports pavilion due to the seasonal changeover process. Any club who wishes to use the sports pavilion will be required to negotiate this directly with the incumbent tenant.

47. PRESEASON TRAINING

Pre-season training does not constitute part of the standard sportsground allocation. All pre-season training requests will be considered subject to availability, ground use and repairs/ upgrades, and fees will apply. Allocated home/away season usage for competition and training takes precedence over pre-season training/ match requests.

Requests for pre-season training must be directed to Council's Sports Liaison Officer and booked using the IMS online booking system. Requests will not be reviewed by Council's Sports Liaison Officer until after the second Sunday of October.

Council will endeavour to provide available facilities for pre-season training. However, no Club will be guaranteed use of Council sportsgrounds for pre-season training. Pavilions will not be available for pre-season training. However, if Clubs require use of a pavilion for pre-season training prior to the commencement of the changeover/renovation period between seasons, negotiations will need to be undertaken with the incumbent Club occupying the pavilion. Any agreement reached between Clubs must be in writing and approved by Council.

Clubs approved for pre-season training access must not:

- Use newly laid turf areas
- Use studded boots
- Train on or near synthetic or turf cricket wicket tables (minimum 3m boundary)

Clubs approved for pre-season training access who do not comply, will have access revoked and not considered for pre-season training access in the future.

48. PORTABLE SOCCER GOALS

Clubs must comply with the Australian Standards for Portable Soccer Goals (PSG), outlined in the Standards Australia Handbook (HB 227-2003: Portable Soccer Goalposts – Manufacture, use and storage). Clubs are responsible at all times for storing their portables goals safely in season and out of season.

Council reserves the right to remove, at the cost of the club, any PSG that Council believes is not compliant with the appropriate standards and requirements contained in the 'Conditions of Use'.

For full details about the standard or to obtain a copy of the handbook contact Standards Australia on 1800 035 822 or visit www.standards.com.au.

49. PUBLIC ACCESS

The Club shall not deny free access to the public wanting to walk through the reserve or utilise the sports ground during non-allocated times.

50. SANITARY BINS

Sanitary bins will be supplied and serviced by Council. Clubs need to ensure they remain in the bathroom/ toilet area and are accessible for all users of the facility.

51. SECURITY AND ACCESS

The Club is responsible to ensure the facilities are securely locked when not in use. Clear access and egress points must be maintained at all times. All emergency exits and fire doors must be clear of obstructions.

52. SCOREBOARDS

Electronic scoreboards are to be fully funded and maintained by the Club. Clubs wishing to install a scoreboard, must first seek Council approval of the board size, location and provide evidence that the board can be fully funded by the Club.

53. SHARED USE AGREEMENT

Where the facility has a co-occupant, Clubs are encourage to complete a Shared Use Agreement that outlines each Clubs responsibility. A sample of this agreement is available on Councils website via: [Tenancy Requirements](#).

54. SIGNAGE

The Club shall ensure compliance with all rules and regulations of Council relating to the display of any signage on Council sports grounds and reserves, including but not limited to registration days, home ground and next game signs. Clubs should refer to Council's [Active Reserves Signage and Sponsorship Policy 2025](#).

55. FAIR ACCESS POLICY

The Fair Access Play Roadmap was introduced as a response to the Gender Equality Act 2020. This roadmap is a result of the Victorian Government's Inquiry into Women and Girls in Sport and Active Recreation (2015), which identified gender inequality as a significant barrier to participation for women, girls, transgender, and gender diverse individuals.

The policy and framework will be more stringently applied to the use of Council facilities, especially newer infrastructure. The current [MERSR Fair Access Policy](#) is available for reference online.

56. SMOKING AND VAPING

Under the Tobacco Act 1987, smoking and vaping is prohibited within ten metres of outdoor public children's playground equipment, skate parks and sporting venues during junior organised sport.

Clubs are advised that smoking and vaping is prohibited in all Council owned buildings including sports pavilions, with no person able to smoke or vape within five metres of doorways or open windows. It is the responsibility of Clubs to uphold this requirement in the interests of community health.

Any evidence of smoking within a Council pavilion will result in a review of the Club's allocation of that pavilion, which may also jeopardise any future allocations.

Clubs must display no smoking and vaping signs as requested.

57. STORAGE

Council will endeavour to provide reasonable in-season storage facilities for Clubs.

However, no Club will be guaranteed exclusive access to storage, storage of equipment outside of the Club's allocated season, nor does Council warrant that the storage provided will meet the needs of the Club.

58. SPORTS GROUND LIGHTING

Council's [Monash Sports Floodlighting Policy](#) outlines the responsibilities of tenant sporting clubs and Council for the installation, maintenance and usage of floodlights on sportsgrounds and active playing surfaces in Monash. The Policy has been prepared to improve the quality of sports infrastructure across Monash to increase community benefit and facilitate greater participation, reduce the exposure of risk and to give clarity and certainty to clubs which occupy Council sporting facilities.

All Clubs should read and familiarise themselves with the Policy to ensure they understand their responsibilities.

Under the Monash Sports Floodlight Policy, Council will set a levy as part of the annual fees and charges process for licensed clubs. The levy will be set having regard to the cost to supply the service and to the lux level provided. Clubs will be required to pay the floodlighting levy for each venue at which they use floodlighting. At sites allocated to more than one tenant using the floodlights, the levy will be divided among the relevant users proportionally.

59. SUBLETTING

Clubs are not permitted to sublet, hire, or enter into any agreement for the use of any part of the facility. A breach of this condition constitutes a breach of the Clubs Licence Agreement with Council and may jeopardise access to facilities.

All booking enquiries must be directed to Council's Recreation Services team.

60. TEMPORARY CLOSURE OF GROUNDS

Council reserves the right to close any sports ground in poor weather conditions or to protect the playing surface, complete capital or maintenance works, or to allow rehabilitation of the ground after damage.

Council will endeavor to notify Clubs affected by a ground closure as early as possible to allow for alternative arrangements.

61. TERMINATION OF USE

Upon cessation or termination of authorisation under the terms of these Conditions, the Club shall remove all property of the Club, return all keys, settle all outstanding claims by Council for fees or reimbursements for damage or otherwise and cease to use the sportsground and pavilion.

62. UTILITY AND SERVICE CHARGES

Clubs are responsible for paying all utility and service charges related to their allocation. This includes but is not limited to all internet, electricity, and gas accounts, waste and security services. The Club is not required to pay for water use.

Where there is more than one Club, the Clubs will use its best endeavours to agree with the other Clubs upon the apportionment of the utility and services bills at the commencement of their respective seasons.

If there is any dispute as to the apportionment of the utility bills, Clubs agrees and acknowledges that the dispute will be determined by Council's Recreation Services Department, whose decision will be final and binding on the parties.

Prior to the Seasonal Changeover (for Co-occupants), the utility bills should be reconciled and re-addressed in writing to the incoming tenant to avoid costly disruptions of the services.

63. THE VICTORIAN GOVERNMENT'S FAIR PLAY CODE

The Victorian Government's Fair Play Code of conduct for Sport and Recreation in Victoria, outlines the standards of behavior expected for everyone involved in sport and Recreation.

The Fair Play Code encourages appropriate standards of behaviour to enable every Victorian to be involved in sport and recreation that is safe, welcoming and inclusive. It also includes integrity, respect, responsibility, fairness and safety as guiding principles as well as guidance on responsibilities, breaches and seeking further information.

Victorian sport and recreation organisations should apply the standards of the Fair Play Code from 1 July 2018. They are encouraged to incorporate the Fair Play Code into their code of conduct, member protection policy, constitution or other governance documents.

64. WITHDRAWAL OF SPORTSGROUNDS

The Club acknowledges and agrees that Council may at any time withdraw from the Club either permanently or for a period of time, the use of any facility or part facility for any reason including but not limited to:

- The sportsground is unplayable due to inclement weather;
- The sportsground is unsafe for match play;
- The sportsground requires surface repairs and/or redevelopment works;
- The sportsground is required for a community event;
- Breach by the Club of these Conditions of Use.

The Club will not be entitled to any compensation, or reimbursement if Council makes a determination, and the Club must ensure it takes steps to prevent overuse of playing surfaces to minimise the prospect of ground usage restrictions being imposed.

65. DEFINITIONS

In these Conditions of Use, unless expressed or implied to the contrary:

Allocation means the Club's approved summer, winter and or annual facility use form on Council's IMS System.

Annual Allocation means all year use of the facility.

Council means the City of Monash and includes the Council's successors and assignees and where it is consistent with the context includes Council's employees, delegated officers and agents.

Casual hire means any group that has booked a Council Facility on a casual hire basis

and has the right to use the facilities during the allocated time for their permitted use.

Clubs means any sporting or recreational organisation who is given permission to use a sportsground and/ or pavilion via a Licence Agreement or Seasonal Allocation.

Co-Occupant means any additional licensee or licensees sharing the Licensed Area.

Finals means preliminary, eliminating, semi, or grand finals.

Junior team means any team entered into an under 18's or lower section of competition.

Licence Agreement whereby the Licensee is given permission to use a sportsground and/or pavilion for a specified purpose(s), such as conducting a sporting activity, at specified times, and under specified conditions. This use is non-exclusive. A Licence will be issued for a specified term and is generally applicable at Council Facilities where there is more than one Licensee/user group sharing the facility e.g. summer and winter co-occupants.

Licensed Area means the area in which the Club is authorised to use the Facility as identified in the Licence Agreement.

Lease Agreement is an agreement that provides exclusive use of a Council Facility.

Licensee means the organisation specified in Item 3 of the Licence Agreement, and includes the Licensee's successors, assignees and where it is consistent with the context includes the Licensee's employees, agents, invitees and persons the Licensee allows on the Licensed Area.

Masters/ Veterans team means any team entered into the over 50 or higher 's section of competition.

Preseason means any activity prior to the home and away season.

Permitted Hours of Use means the times allocated to allow the Club to use the Facility during either or both of the Winter and/or Summer Seasons to:

- conduct competitions as approved by Council;
- conduct training sessions as approved by Council;
- use during the specific times nominated and approved by the Council unless prior arrangements have been confirmed with Council's Recreation Services Department.
- or such other Season (or part of Season) or hours of use as the Council and the Licensee agree in writing from time to time.

Season means the Summer Season and/or the Winter Season that the Licensee is permitted to use the Licensed Area.

Seasonal Changeover means the point in time when one licensee, at the completion of its Season, vacates the Licensed Area to make it available for another licensee.

Seasonal Ground Allocation means the seasonal allocation of an additional reserve and

associated amenities and buildings during the Summer Season or Winter Season.

Sub-Junior means any team entered into an under 13's or lower section of competition.

Summer Season means the period from 1 October to 28 February inclusive.

Winter Season means the period from 1 April to 31 August inclusive.

Yearly means both winter and summer seasons.