# TRACK - APPLICATION FOR USE



NAME OF SCHOOL / ORGANISATION:		
PRIMARY SCHOOL SECONDARY SCHOOL BILLING ADDRESS:		
NAME OF CONTACT PERSON:	MOBILE:	
WORK PHONE:	CONTACT EMAIL:	
NATURE OF ACTIVITY:		
ACCOUNTS CONTACT:	ACCOUNTS EMAIL:	
DATE REQUIRED:	NO. OF PEOPLE ANTICIPATED:	
ARRIVAL OF SET UP CREW:	ARRIVAL OF MAIN GROUP:	
EVENT START:	EVENT FINISH:	
ACKNOWLEDGEMENT (PLEASE TICK)		
I have read and agree with the conditions detailed in the Venue Terms & Conditions of Hire		
Where the hirer is a company or incorporated association, I am authorised by the hirer to sign the Hirers Declaration		
I accept full responsibility for any damage to the fa as outlined in the Terms and Conditions of Hire Ag		
I agree for Council to contact me for matters other	than my booking	
Print Name:		
ignature: Date:		

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### **Standard Athletics Carnival includes:**

- Track hire
- Technical Room, with milk, sugar, tea & coffee
- First aid room access
- Basic equipment hire (e.g. shot put, discus, measuring tapes, spikes, hurdles etc)
- Limited trestle tables and chairs (if required)
- Stadium PA system & microphone
- Amenities
  - \*\*Additional charges apply for Function Room Hire, Timing Gates & starter\*\*

EVENT REQUIREMENTS		
*Please fill in the below as required*		
1. Standard Athletics Carnival	Yes	No
2. Stadium Kiosk Required	Yes	No
Will students be able to access the kiosk all day	Yes	No
Will students just be able to access the kiosk during breaks	Yes	No
If yes, what are your approximate break times		
Do many spectators (e.g. parents) attend your carnival	Yes	No
3. Stadium Function Room Require (additional \$141.75 hire fee applies)	Yes	No
4. Timing Gates Required (WCLAC timing gates - includes operator, with an additional \$491.00 applying – please refer to 7 for contact details)	Yes	No
5. Starter Required (Please contact and arrange through Athletics Victoria via the following link Officials In Schools 2023 - Track & Field - Athletics Victoria (athsvic.org.au)	Yes	No
EVENT EQUIPMENT REQUIRMENTS		
*Equipment included in standard event hire, with South Ending being the car park end*		
1. Hurdles (up to 80 hurdles of each size)	Yes	No
If yes; indicate number of lanes required	(1 – 8)	
Junior or Senior hurdles required	Juniors 5	Seniors
Position (front or back straight)	Front	Back
2. Starting Blocks (10 x senior block only available)	Yes	No

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3. High Jump (2 x pits available, incl. uprights, cross bar & measuring stick)		Nth End Sth End
4. Shot Put (2 x circles av	vailable)	
Weights required:	2kg 3kg 4kg 5kg 6kg	Sth End
Weights required: (2 of each available)	2kg 3kg 4kg 5kg 6kg	Nth End
5. Discus (2 x cages availal	ble)	
Weights required:	500g 750g 1kg 1.5kg 1.75kg or 2kg	Sth End
Weights required: (2 of each available)	500g 750g 1kg 1.5kg 1.75kg or 2kg	Nth End
6. Javelin (2 x areas availa	ble)	
Weights required:	400g 500g 600g 700g 800g	Sth End
Weights required: (1 of each available)	400g 500g 600g 700g 800g	Nth End
7. Triple Jump (2 x pits a	available, incl. rakes & brooms)	1 x Pit 2 x Pit
8. Long Jump (2 x pits av	vailable, incl. rakes & brooms)	1 x Pit 2 x Pit
9. Relay Batons Requi	ired	Yes No
10. Flags Required (e.g. red, white, yellow)  Yes  If yes, number of set/s required:		Yes No No

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FIRST AID PROVIDER DETAILS		
Name:		
Contact Number:		
Provider:		
**Please note it is compulsory for all events to have a designated first aider present at all event**		
ADDITIONAL INFORMATION		
Will you have a school photographer at your event     If yes, contact name/provider:	Yes	No
Merchandise or fundraise stalls required     If yes, please outline:	Yes	No
3. Please state any additional information or requests (e.g. Trestle tables, chairs, lap counts	er, bell)	

PLEASE ENSURE YOUR GROUP LEAVES OUR COMMUNITY FACILITY IN A CLEAN AND TIDY STATE SO THE NEXT USER GROUP CAN ENJOY THE USE OF OUR VENUE WITH POTENTIAL ASSOCIATED ONCOSTS APPLYING IF THIS DOESN'T OCCUR \*\*

<sup>\*\*</sup> Our Facility Coordinator will use the times and information provided to ensure the facility and the equipment you hire are ready for your event. Please make sure the information provided is correct.

## **TRACK - APPLICATION FOR USE**



#### **TERMS AND CONDITIONS OF HIRE**

#### 1. APPLICIATION

All applications for the use of Meadowglen International Athletics Stadium (MIAS) are to be made on the appropriate forms, to the City of Whittlesea. The hirer must sign the form and agree they will comply with the Terms and Conditions of Hire and state the purpose for which the stadium is required. The attached application/agreement form must be fully completed prior to it being considered and decided upon by the City of Whittlesea.

#### 2. LIMITATIONS ON HIRE

- i. The hire of the facility does not create any tenancy or other property right to the Hirer. The right granted is for the Hirer to use the Facility, at the times and for the period stipulated in the booking confirmation from Council and in accordance with these Conditions of Hire.
- ii. The facility cannot be sublet. The Hirer must not sell, trade, give away or otherwise deal with any part of its consent to use the facility to any other third party, with or without fees applied. The Hirer must ensure no other person or organization has use of or access to the facility without Council consent
- iii. The right of use of MIAS is not exclusive. Council may authorise any other person or organisation to use the Facility or any part of it at any time outside the Hirer's booking period.

#### 3. BOOKING AND COMMECMENT OF HIRE

- i. A booking request must be submitted to Council, via a complete *Track Application for Use Form*. The Form must be completed indicating the relevant sections of the Facility required and must include all information and attachments where required.
- ii. No commencement of hire of the Facility is authorised by Council until the Hirer has paid the applicable hire fees.

### 4. CONTINUATION OF CONSENT OF HIRE

Continuation of Council's consent for the Hirer to hire the Facility is conditional upon the Hirer complying with these *Terms and Conditions of Hire* and observing all reasonable requirements of Council whether contained in these *Terms and Conditions of Hire, Track Application Form* or otherwise, relevant laws and regulations.

#### 5. PAYMENT OF HIRING CHARGE AND DEPOSITS

- i. A venue deposit payment equal to 50% of the hiring charges or such other sum as negotiated by the Hirer and Council is required to confirm the Hirer's booking within 7 business days of receiving booking confirmation.
- ii. The Facility fees and Charges are fixed by Council as per the Council's Budget. Invoices will be provided to the Hirer following booking confirmation. All bookings must be paid in full a minimum of 14 business days prior to the date of hire. Failure to pay invoices may result in the:
- 1. Cancellation of your booking; and/or
- 2. Hirer being ineligible to apply for future hire of the Facility. The user will be liable, on demand by Council to pay any further amount in excess of the stated hire charge, to cover the full cost of repairs to, or replacement of damaged property and/or additional cleaning costs. The Council's decision as to the amount demanded will be final.

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#### 6. CANCELLATION

The Hirer may cancel their booking by giving written notice of cancellation to the Meadowglen Facility Coordinator If the hirer cancels by:

Providing Council more than 14 day notice a full refund will be refunded to the Hirer.

Providing Council less than 14 day notice of a cancellation, the Hirer will forfeit their whole deposit.

In case inclement weather prevents the start of the booking, an alternative day will be sought with the Facility Coordinator. If an alternative date cannot be sought and the booking does not go ahead the Hirer will forfeit their whole deposit.

Council reserves the right to cancel any booking if the Centre is required for:

- Council events
- Municipal, State or Federal elections
- National or regional emergency
- Emergency maintenance
- Council will not be liable for any loss to the hirer due to cancellation by Council.

#### 7. FEES AND CHARGES

The Facility fees and charges are fixed as per Council Budget. Invoice/s will be forwarded to the Hirer following confirmation of their booking, with any additional invoices forwarded to the Hire as they arise (e.g., damaged equipment, additional cleaning)

Hire Category	Fees and Charges
CoW Standard School Athletics Carnival	\$533.00
Non CoW Standard School Athletics Carnival	\$639.65
Division/Region/Association School Carnival	¢004.0F
(Primary or Secondary)	\$691.85
Additional Fees & Charges	
Stadium Function Room Hire during the Carnival	\$141.75
	\$491.00
Timing Gates	Carnivals opting to employ timing gates to contact
*incl. operator & equipment*	Whittlesea City Little Athletics Centre (WCLAC). Contact Tony
	Newstead 0431 665 350 or whittleseacity@lavic.com.au)
Starter/Officials	Please request through Athletics Victoria Officials In Schools 2023 - Track & Field - Athletics Victoria (athsvic.org.au)

<sup>\*\*</sup> Fees apply between 1st July 2024 – 30th June 2025 \*\*

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### 8. EQUIPMENT

Additional equipment required can be hired at a separate cost through the Facility Coordinator, Whittlesea City Little Athletics Centre (WCLAC) or Athletics Victoria (AV). Any damage or loss that occurs to this equipment must be reported to the Facility Coordinator. The hirer will be fully responsible for paying for the repair or replacement of the equipment.

#### 9. INSURANCE

The Hirer will maintain a **public liability policy of insurance for the amount of not less than \$20 million** for each and every occurrence, unlimited during the Period of Hire. A copy of your Public Liability certificate must be provided for all bookings.

### 10. PARKING, BUSES & VENUE VEHICLE ACCESS

- 11. Motor vehicles shall not be parked, and bicycles shall not be left in any of the exit ways of the Facility. The Council shall not, in any circumstances be held responsible for the Hirer or any other person for damage to or the loss theft or removal of any motor vehicles or bicycles.
- 12. No bicycles or skateboards are permitted on the track at any given time.
- 13. No motor vehicle access is allowed in the stadium or on the track without specific written confirmation from the Facility Coordinator. No stationary turning is allowed on the track and any damage caused to the track surface or surrounding area as a result of the vehicle access will be repaired/reinstated by Council and the full cost of the damage will be payable by the Hirer.
- **14.** The Hirer acknowledges that the buses must use the drop-off location within the car park and ensure the entry/exit to the Facility/Car Park is never blocked

### 11. CLEANING MAINTENANCE AND DAMAGE

- 12. The Hirer is responsible for leaving the Facility and surrounding areas in a clean and tidy condition (e.g., rubbish collection), suitable for use by the next user group. The Facility Coordinator will carry out an inspection at the conclusion of each use of the Stadium, as per clause 5 (iii) if the facility is not left in a clean and tidy state, including the surrounds as an additional cleaning charge may also apply.
- 13. The Hirer will be responsible for all loss and damage caused to Council Property during their booking hire period. This includes damage to equipment (e.g., measuring tapes, shot puts etc.) as well as stadium infrastructure (e.g., graffiti). Any damage to the Stadium facilities or surrounds must be reported to the Facility Coordinator. Users must supply details of how the damage was caused, to allow for determination as to who will be responsible for paying for the repair or replacement of the property. The City of Whittlesea's decision will be final.

#### 12. SIGNAGE

- i. If the Hirer wishes to erect any signs on Council property, it must obtain Council's prior written consent, Council consent to erect removal banner type, program, instructional signage (no sticky tape). Such signage which is to be erected during allocated booking times and removed after use.
- ii. Consent will not be granted to erect any sign deemed to be offensive.

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#### **13. THEFT**

Council will not be liable for any loss or damage, sustained by the user or any persons entrusted to or supplying any article or thing, to the user by reason of any such article or thing being lost, damaged or stolen, and the user agrees to indemnify the City of Whittlesea against any claim by any such person in respect of such article or thing.

#### 14. CATERING

- i. The Hirer acknowledges that there is Kiosk on site and all food and drink products must be purchased through the Kiosk. The Hirer understands that individuals may bring non-commercial food and non-alcoholic drink into the Facility for their own consumption but not for distribution.
- ii. The Venue Facility Coordinator will supply tea, coffee, milk and sugar in the recording room for staff, officials and helpers throughout their booking. The Hirer can also supply snacks (e.g., biscuits) and lunch for staff throughout their booking, with catering packages also available through the Facility Kiosk if required (contact Tony Newstead 0431 665 350 or whittleseacity@lavic.com.au)
- iii. If the Hirer wants to sell food or drink during their booking (e.g., Fundraiser) the Hirer needs to know their food premises classification under Victoria's *Food Act 1984*, and the obligations that go with that classification. You will need to register your food fundraiser with Council, or notify them, depending on your situation.

#### 15. USE OF ELECTRICAL APPLICANCES

- i. Council will ensure the testing and tagging of all Council provided electrical equipment within the Facility in accordance with Australian standards AS 3760, with the Hirer ensuring such tags are not removed or interfered with and will report any equipment without tags.
- ii. The Hirer will ensure that any item of electrical equipment, including and not limited to appliances, leads, power boards, etc. brought to the Facility bears a current tag in compliance with AS 3760. Council may remove any untagged equipment without notice.

#### **16. SMOKE FREE**

The Hirer acknowledges that smoking is prohibited in all Council Facilities and within 10 metres of any playground, sporting or other events as per the Tobacco Act 1987.

#### 17. ANIMALS

The Hirer acknowledges that animals (other than assistant dogs) are prohibited from the Facility. The Hirer is to ensure all assistant dogs are fitted with their correct harness or jacket.

#### **18. LOST PROPERTY**

The Council shall not in any circumstances be responsible to the Hirer or any other person for damage to or the loss, theft or removal of any property brought or left at the Facility by any person. Any lost property found will be kept on site by Council for a maximum of three months before being removed, with the Facility Coordinator contactable on 0438 349 539 if required to check lost property items.

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#### 19. FIRST AID

The Hirer is solely responsible for the provision and arranging of first aid or medical services in connection with the hire. The first aid room is included as part of your carnival package. Please indicate your First Aid suppliers' contact details on the application form, with the facility coordinator ensuring the first aid room is unlocked and set up as required upon approval.

#### **20. DRONE POLICY**

If you are flying commercially, you may need to have a licence and be certified as a commercial operator, or work for a certified operator. You only need to be licensed and certified if you want to fly outside of our Standard Operating Conditions (SOCs). If you fly a drone (remotely piloted aircraft – RPA) weighing under 2kg but for commercial reasons, you can fly your drone in what is called the 'excluded' category. This means you need to notify the CASA before you fly and operate within the standard operating conditions. Approval must be sought from Meadowglen International Athletics Track Facility Coordinator when the user wishes to use a drone.

- i. Drones are only allowed to be flown during the day and must always be kept within visual line-of-sight. This means being able to see the aircraft with your own eyes (rather than through a device) at all times.
- ii. You must not fly your drone higher than 120 meters (400ft) above the ground.
- iii. You must keep your drone at least 30 meters away from other people
- iv. You must not fly your any Unmanned Aerial Vehicles (UAV) over or near an area affecting public safety or where emergency operations are underway (without prior approval).
- v. You must only fly one UAV at a time.
- vi. You must not fly over or above people. This could include beaches, parks, events, or **sport ovals** where events/a game is in progress.
- vii. If your drone weighs more than 100g, you must keep at least 5.5km away from controlled aerodromes.
- viii. Respect personal privacy. Don't record or photograph people without their consent—this may breach state laws.

In addition to following these rules, you can download the <u>'Can I fly there?' drone safety app</u>. This official CASA app is an excellent tool for determining where you can and cannot fly a drone in Australia for those flying their drone recreationally or commercially. For more information on Australia's drone laws, see <u>this page on the CASA website</u>. **Licensing Requirements for Flying a Drone in Australia** 

#### 21. COMPLETION OF USE

On the completion of each booking the Hirer;

- i. must ensure that the facility is left in a clean condition as per clause 9 (i).
- ii. must ensure the immediate removal from the Facility of any property (e.g. equipment, flags, decorations, signage or personal effects) brought into the Facility during or for the purpose of the hire.
- iii. acknowledges that any property not removed from the Facility upon the conclusion of the hire, will be treated as abandoned and may be disposed of as Council considers fit
- iv. all council equipment to either be placed in a central location or left at the event locations to be checked and collected by the Facility Coordinator, with all jump pits to be swept, racked and covers re-instated; and
- v. must promptly report any damage to the Facility Coordinator, as required.

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#### 22. BREACH

Any breach of these *Terms and Conditions of Hire* including failure to pay any amount due within the stipulated time may, at the option of Council, result in the consent to the use of the Facility being withdrawn, the venue deposit being withheld or future bookings by the hirer not being accepted.

#### 23. INDEMNITY

The hirer indemnifies Council against responsibility for any accidents, loss, damage, expense or injury to participants, property or third parties.

#### 24. DISCLAIMER

The Director of Community Services may cancel any booking at the Stadium at his or her discretion. The Director must provide the hirer with seven days' notice and an explanation for the cancellation.

#### 25. PRIVACY STATEMENT

The personal information provided by you in the declaration is required for the purpose of your booking of a Council Venue and will be protected in accordance with the provisions of the Privacy and Data Protection Act 2014 and Council's Information Privacy Policy.

### **Specific Stadium Provisions of Use**

#### **26. ATHLETICS TRACK RULES**

On the athletics track surface, the Hirer must;

- i. Not use or consume food or drink water excluded.
- ii. Use rubbish bins provided
- iii. Not use any glass
- iv. Not spit or use chew gum

#### 27. ATHLETICS TRACK SPIKE RULES

- i. The Hirer acknowledges that only 'Pyramid' or "Christmas Tree' also called compression tiered spikes are to be used on the athletic track surface.
- ii. 'Needle' or 'Pin' spikes are strictly prohibited, and the Hirer acknowledges that these will not be used on the athletic track surface.
- iii. The Hirer acknowledges that the maximum lengths of spikes are;
- a. Running shoes = maximum of seven (7) millimetres for all running activities
- b. Throw and jumping shoes = maximum of nine (9) millimetres for all throw and jump activities
- iv. Hirer acknowledges that start locations will be attended to with care to ensure minimization of damage from starting blocks.

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### 28. ALUMINIUM RUNNING RAIL (PLINTH)

The Plinth is on the track's inside and is in line with International Association of Athletics (IAAF) standards. The Hirer is prohibited from moving or removing the Plinth without direction from the Council Facility Coordinator. The Hirer acknowledges that:

- i. the Plinth is not to be driven on.
- ii. the Plinth will not have heavy objects rolled over it or placed on top.
- iii. Council Facility Coordinator can/will remove the Plinth if required for your booking.

#### 29. TEMPORARY SURFACE MARKINGS

The Hirer acknowledges the use of chalk, sand, tape or any other adhesive product are not permitted on any part of the athletics track, including run ups. The Hirer specifically agrees to only use cones or flat markers which must be removed after use.

#### 30. SAFETY

The Hirer:

- i. accepts the responsibility associated with simultaneous use of both throwing and running events in the Facility.
- ii. agrees not to permit anyone other than the participants in a specific event or activity onto the athletics track during the event or activity.
- iii. agrees not to permit anyone other than the event or activity officials onto the grassed infield area of the athletics track.
- iv. acknowledges and agrees that sitting on fences, track barrier gates or equipment covers located at the Facility is not permitted.

### 31. MARQUEES OR OTHER STRUCTURES

The Hirer

- i. acknowledges that they will advise the Facility Coordinator during the booking process of any hire of the Facility that requires the erection of a Marquees or the erection of other structures, as such bookings may require a site inspection prior to confirm potential available locations.
- ii. acknowledges that tent pegs, stakes or similar items are not permitted at the Facility without seeking permission from the Facility Coordinator before the booking.

### 32. NOISE AND PUBLIC ADDRESS SYSTEM

The Hirer acknowledges that the public address system is provided by Council for use at the Facility. Noise levels must be kept in accordance with all legislative provisions and at a volume that does not cause annoyance to any person on any premises within the surrounding area.