CAPEL SPORTS PAVILION

CONDITIONS OF USE

As at 1 Jan 2019
DEFINITIONS


Capel Sporting Users – being representatives from each Sporting Club including, but not limited to, Capel Wolves Soccer Club, Capel Basketball Association and Capel Cricket Club from the Shire of Capel.

Premises – Capel Sports Pavilion. Lot 500 on Deposited Plan 62706, Goodwood Road, Capel, WA, 6271. Please see map in Appendix C.

Utilities Fee - the Utilities Fee is specified in Item 5.3 of the Schedule and consists of water rates, water consumption and electricity, as well as telephone and alarm call out costs. Based on future activities a separate utilities fee may be applied if required.

Term of Usage – an annual term from Jan 1st through to Dec 31st.
CAPEL SPORTING USERS agree to the following Conditions of Use as set out below by the Shire of Capel:

a) Not to use the Premises or permit the Premises to be used for any purpose other than the purposes specified in the Schedule (Item 4), which includes the right to conduct social activities, events and other similar activities.

b) To comply with and obey the provisions of all lawful and valid regulations, notices, orders and by-laws and local laws which may be made or given by council, the council’s authorised officers or any other statutory authority or person duly authorised with respect to the Premises under the provision of any statute, order, regulation or by-law or local law.

c) Not to make or allow to be made any alterations or additions to the Premises except in accordance with drawings and specifications previously approved by the Shire which approval the Shire may withhold without giving reasons therefore.

d) Not to damage, dismantle or destroy the Premises, or allow the Premises to be damaged, dismantled or destroyed.

e) To ensure the decent behaviour in or around the Premises of any employers, servants, agents or invitees of the Capel Sporting Users and to take all necessary action to prevent disorderly behaviour and the use of indecent language by such persons and to prevent any disturbance or nuisance or annoyance arising from the Capel Sporting Users use of the Premises.

f) To ensure the building is secure after each use. This means all doors and windows must be locked and the alarm must be set. Any call out fees resulting from failure to secure the Premises will be billed directly to the individual Sports Club.

g) To obey all reasonable directions of Users or its authorised officers with regard to the use of the Premises and facilities.

h) Keep the Premises in a clean and sanitary condition at the Capel Sporting Users cost. The Cleaning Schedule has been included in Appendix A. The Shire will hire a cleaner once per week and the cleaner will monitor whether each of the Capel Sporting Users is adhering to their cleaning responsibilities.

i) Not, without the written authority of the Shire, order any goods or services in the Shire’s name or for which the Shire may become liable to pay.
j) Not to permit the floors, walls, driveways and other parts of the Premises or any electrical, power, water or other installations servicing the Premises to be overloaded, broken, strained or damaged.

k) Not to erect, affix or exhibit to or upon any part of the Premises’ exterior any placard, poster, signboard or any other advertisement, without the prior approval of the Shire.

l) Upon expiration of the Term, the Capel Sporting Users shall remove all such signs and notices that have been affixed to the interior of the Premises and be liable for the cost to reinstate all surfaces from which any such signs have been removed to the reasonable satisfaction of the Shire.

m) At or prior to the termination of the Term to take, remove and carry away from the Premises all signs, fittings, fixtures, plant, equipment or other articles upon the Premises that were installed by the Sports Council, and in such removal to forthwith make good to the satisfaction of the Shire any damage which may be occasioned by such removal. Any signs, fixtures, fittings, plant equipment or other articles not so removed by the Capel Sporting Users shall become the absolute property of the Shire and the Capel Sporting Users shall remain liable for the costs of their removal from the Premises by the Shire and for the cost of making good any damage caused to the Premises.

n) That the Capel Sporting Users members shall ensure they have their own Public Liability Insurance and Contents Insurance.

o) Not to smoke or permit smoking by any persons in or within TEN (10) metres of the Premises.

p) To give the Shire prompt notice in writing of any known accidents to or defect or want of repair in any services, fixtures, fittings, plant or equipment on the Premises and of any circumstances likely to be or cause any danger, risk or hazard to the Premises or any person thereon. The correct process for reporting accidents or defects is to complete a Customer Request Form, which can be obtained from the Users Administration Building or by phone 9727 0222 or via email at info@capel.wa.gov.au

q) The Capel Sporting Users are responsible for any damage that may be occasioned by the Capel Sporting Users or any employers, servants, agents or invitees of the Capel Sporting Users. The Capel Sporting Users must pay to the Shire the costs and expenses incurred by the Shire in repairing any damage.
r) If the Capel Sporting Users commits a breach of any of the Conditions of Use and the breach is not remedied within 14 days after notice has been served on the Capel Sporting Users by the Shire, the Shire may terminate this agreement by notice in writing.

s) The Capel Sporting Users shall ensure that the three associated car bays are only used for disability, emergency and delivery access.

t) The Capel Sporting Users shall ensure equitable access and inclusion to the Premises is provided for all activities of the Capel Sporting Users.

u) The Capel Sporting Users shall ensure that all appliances are tested and tagged by a qualified electrician prior to use in the Sports Pavilion.

v) The Capel Sporting Users shall agree that any alcohol left on the premises in any form while the facility is closed or unattended shall be stored in a locked container and held within a locked storeroom. Alcohol not stored in this manner will be removed by Users Authorised Officers.

w) The Capel Sporting Users shall ensure that any events, functions or activities not documented in Seasonal Tenancy Applications are booked and approved with Shire Administration using the ‘Application to Hire a Council Facility’ form.
THE SHIRE OF CAPEL AGREES:

a) The Shire shall be responsible for major or structural repairs of the exterior and structure of the Premises, and will also ensure that the Premises are covered by a building policy to cover the Premises (excluding minor plate glass repair) against loss or damage by fire, fusion, explosion, smoke, lightning, flood, storm, tempest, rain, water damage, leakage, earthquake, riot, civil commotion, malicious damage, impact by vehicles, aircraft and articles dropped there from and any other risks required by the Shire of Capel.

b) If during the Term the Premises are destroyed or damaged so as to be unfit for occupation or use; then a proportion of the Annual Usage Fee, according to the nature and extent of the damage sustained will from the date of the damage or destruction and until the whole of the Premises are reinstated and made fit for occupation and use, will be suspended and cease to be payable.

c) The Shire may hire the Premises to other users and collect payment in fees, provided such hire does not conflict with the use of the facility by the Capel Sporting Users. Other users will not be permitted to use any of the Capel Sporting Users equipment, without first obtaining approval from the Capel Sporting Users.

d) The Shire coordinates keys and access to the Premises.

e) The Shire’s maintenance responsibilities have been included in Appendix B.
SCHEDULE

1. **Capel Sporting Users**: Capel Sporting Users

2. **Premises**: Capel Sports Pavilion – Lot 500 on Deposited Plan 62706, Goodwood Road, Capel, WA, 6271. Please see map in Appendix C.


4. **Authorised Purposes**: Recreational Sport for members and guests of the Capel Sporting Users.

5. **Special Conditions**:
   
   I. The Capel Sporting Users shall observe and perform the Cleaning Schedule set out in Appendix A;

   II. The Shire shall observe and perform the Maintenance Schedule set out in Appendix B;

   III. The Shire shall be responsible to pay the following percentages of outgoings:

      | Expense                           | Percentage |
      |-----------------------------------|------------|
      | Water rates                       | 100%       |
      | Water Consumption (Building)      | 100%       |
      | Electricity (Building)            | 100%       |
      | Telephone (Designated Security Line) | 100%     |
      | Alarm Call out Costs (Associated with break-ins) | 100% |

      The Shire will bill the individual members of the Sports Users for any Alarm Call Out costs due to alarm not set by user group.
6. These Conditions of Use are Agreed to by the following members of the Capel Sporting Users

Capel Wolves Soccer Club
Name: __________________________ Signature: __________________________ Date: __________________________

Capel Cricket Club
Name: __________________________ Signature: __________________________ Date: __________________________

Capel Basketball Club
Name: __________________________ Signature: __________________________ Date: __________________________

Shire of Capel
Name: __________________________ Signature: __________________________ Date: __________________________
APPENDIX A

CLEANING SCHEDULE – CAPEL SPORTING USERS’ S RESPONSIBILITY

The Shire will provide brooms, dust pan & brush & mop. All other cleaning products must be supplied by the Sports Council.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>IMMEDIATELY</th>
<th>AFTER EACH ACTIVITY</th>
<th>MONTHLY</th>
<th>UPON EXPIRATION OF SEASONAL TENANCY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vinyl Floors</td>
<td></td>
<td>Swept &amp; mopped with soapy water.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tiled Floors</td>
<td></td>
<td>Swept &amp; mopped with soapy water.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Painted Walls/Ceilings</td>
<td>Marks removed.</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Internal Bricks</td>
<td></td>
<td></td>
<td></td>
<td>Brushed down with a broom.</td>
</tr>
<tr>
<td>Wood/panels in Change Rooms</td>
<td>Grease &amp; other marks removed</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Internal &amp; External Glass Windows/Panel</td>
<td>Obvious marks removed immediately</td>
<td>Cleaned with recognized cleaning agent.</td>
<td></td>
<td></td>
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<tr>
<td>Toilets &amp; Showers</td>
<td>Washed with disinfectant &amp; dried.</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Wall Tiles</td>
<td></td>
<td></td>
<td>Wash wall tiles with soapy water.</td>
<td></td>
</tr>
<tr>
<td>Mirrors</td>
<td>Clean with glass cleaning agent.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Drain gates to showers &amp; basins</td>
<td></td>
<td>Clean with soapy water</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kitchen</td>
<td>Floors, benches, shelves, hot plate and all other equipment to be maintained in thoroughly hygienic &amp; clean condition.</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Rubbish</td>
<td>Remove all rubbish in bin provided by Shire. Excess rubbish from special/social events to be disposed of by alternative methods &amp; is not to be placed in Shire bin.</td>
<td></td>
<td></td>
<td>Remove from walls, eaves &amp; lights.</td>
</tr>
<tr>
<td>Cobwebs</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Surrounds of Building</td>
<td>Swept &amp; all rubbish picked up.</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>External Seating</td>
<td></td>
<td></td>
<td>Hosed down.</td>
<td></td>
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<tr>
<td>Barbecue</td>
<td></td>
<td></td>
<td>Cleaned &amp; left grease free.</td>
<td></td>
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<tr>
<td>Drink Fountain</td>
<td></td>
<td></td>
<td>Wiped down.</td>
<td></td>
</tr>
<tr>
<td>Doors</td>
<td>Obvious marks removed.</td>
<td></td>
<td>Wiped down with soapy water &amp; dried.</td>
<td></td>
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</tbody>
</table>
APPENDIX B
MAINTENANCE SCHEDULE – SHIRE’S RESPONSIBILITY

I. Internal Floors

Replace missing or broken tiles and treat any cracks in vinyl floors.

II. Internal Walls

a. Power Points – Light Switches
   Repair or replace unserviceable or broken fittings.

b. Electrical Fittings
   Repair or replace unserviceable fittings

c. Surfaces
   Paint or stain when peeling, faded, marked or deteriorated.

d. Doors & Windows
   Hinges, locks, catches, knobs, handles, etc., to be repaired or replaced if unserviceable. Glass and panels to be repaired if cracked, broken or deteriorated.

e. Plaster
   Replace if cracked or broken.
III. **Internal Ceilings**
   a. **Light, Fan or Other Electrical Fittings**
      Repair or replace unserviceable fittings
   b. **Surface Areas**
      Paint or stain when peeling, faded, marked or deteriorated.

IV. **Gutters**
   Gutters to be maintained free of leaves or other debris.

V. **Electrical/Plumbing Fittings**
   All fittings to be repaired or replaced if unserviceable or deteriorated.

VI. **Drainage**
   To be maintained free of debris and obstructions.

VII. **Gardens**
   Gardens, lawn, mulch areas and reticulation to be maintained at all times by the Shire.

VIII. **Enclosure for Rain Water Tank & Anaerobic Treatment Unit**
   Maintained at all times by the Shire.