CONDITIONS OF USE – Fortitude Drive Reserve Athletics Track Booking

Contents

CONDITIONS OF USE – Fortitude Drive Reserve Athletics Track Booking 1

BOOKINGS 2

FACILITY USE 2

INSURANCES 3

PROHIBITED ITEMS 3

FACILITY AND EQUIPMENT 3

EMERGENCIES 4

CANTEEN (school carnivals) 4

CANCELLATION 4

FACILITY FEES 5

RUBBISH 6

ACCESS 6

GENERAL 6

APPENDICES 8

Appendix 2: Equipment Pack 9

Appendix 3 – Change room and toilet amenity layout 9

Fortitude Drive Reserve Athletics Track may be booked by schools and hirers for exclusive use for athletics events/school carnivals. The track may also be booked for non-exclusive use, i.e. smaller group time trials and/ or athletics training.

School Carnivals may additionally hire an equipment pack, canteen and timing gates (where resources are available), and book one back-up date (in case of inclement weather).

The following Terms and Conditions apply except where specified.

BOOKINGS

a) Schools and hirers are not permitted to use Council reserves or facilities without written approval from Council.
b) Applications should be made at least **14 days** prior to the booking through Council's online portal and are subject to availability.
c) Under no circumstances is the hirer permitted to sub-let or allocate Council's reserve(s) or facilities to another user.
d) Full payment must be made prior to the activity date. The hirer will be issued an invoice via email; payment can be made via BPAY or in person at Council's Customer Service Desk (45 Princes Highway, Werribee). If payment has not been received prior to the booking, access to the facility will not be granted.
e) The hirer is responsible for checking the condition of the facility to determine its suitability and safety for use prior to commencing any activities.
f) Schools can book one back-up carnival date for the cost of $43.20; however, this fee is not refundable if the back-up date is not required.

FACILITY USE

a) The hirer must comply at all times with Council's Local Laws, Public Building Regulations, including occupancy limits, the Liquor Control Act, the Health Act, and any other regulations for the care, protection and management of the facility.
b) The hirer is responsible for the behaviour of all facility users at all times and must control their conduct to be orderly and reasonable. It is an offence for any person in any part of Wyndham's facilities to:
    - Assault any other person;
    - Consume, distribute or sell any intoxicating liquor unless a licence has been arranged;
    - Be under the influence of intoxicating liquor;
    - Sell food without a Food Act Registration/Permit;
    - Use profane, indecent or obscene language;
    - Use threatening, abusive or insulting language or behaviour;
    - Behave improperly or riotously; and
    - Interfere with or interrupt any authorised sporting activity.
c) The premises must be left in the same condition it was found. Any costs incurred by Council for additional cleaning, repairs or rectification of damage arising from the hire may be passed onto the hirer and/ or deducted from the bond.
d) In the case of any damage or loss, the hirer must immediately notify Council.
e) The hirer is responsible for supervising participants and spectators throughout the booking duration.
f) Smoking and vaping are strictly prohibited within 10 metres of any sporting facility.
g) Noise emanating from the use of the facility must not be unreasonable or aggravated in accordance with the Environment Protection Act 2017.
h) Any facility access keys, cards, or remote controls issued to the user must remain under the hirer's control at all times, and must not be transferred, shared, or provided to any other third party.
i) A dedicated facility car park is available for all hirers and visitors. Where an event is expected to exceed the available parking capacity or generate significant traffic impacts, the hirer must notify Council in advance to discuss appropriate traffic and parking management requirements, which may include the preparation of a Traffic Management Plan and/ or the provision of traffic management personnel.
j) Without prior Council approval, the hirer must not:
    - Charge admission fees to the facility;
    - Allow a vehicle(s) to enter the facility or drive on the track, except in the case of an emergency;
    - Erect any structure(s) requiring pegs to be driven into the ground within the grassed infield; and
    - Display temporary advertising signage.

INSURANCES

a) The hirer must have a minimum of $20 million Public Liability insurance to insure against damage to property or bodily injury that may be suffered by any person by reason of an accident and happenings in any way connected with or arising out of the hire of the premises.
b) Council will not confirm the booking until evidence of the hirer's Public Liability insurance is produced.
c) Hirers are to undertake their own Risk Management plan and have a Child Safety Policy that aligns with the Victorian Child Safe Standards.

PROHIBITED ITEMS

a) The following items are not allowed on the track or infield:
   - Food;
   - Drink (except water);
   - Animals;
   - Glass;
   - Metal stakes and sharp objects;
   - Gum and candy;
   - Spikes that are not 5mm and 7mm; and
   - Balls or other non-athletic sporting equipment.
b) The hirer must take all reasonable steps to protect the athletics track from damage. Any damage caused by prohibited items may be repaired at the hirers expense.

FACILITY AND EQUIPMENT

a) The facilities included as part of the hire fee are listed at Attachment 1. Important information to note:

Long Jump and Triple Jump Pits:

- All jump pits are secured with padlocks.
- Hirers requiring access must obtain a padlock key to unlock and remove the pit covers.
- At the conclusion of the booking, covers must be replaced and the padlocks re-secured.
- All sand must be swept back into the pits.

High Jump Mats:

- High Jump Mats are permanently located on the track.
- High Jump mats have a cover, which is secured via a padlock.
- Hirers requiring access must obtain a padlock key to unlock and remove the covers.
- At the conclusion of the booking, covers must be replaced and the padlocks re-secured.

PA System:

- The PA system is included as part of the hire.
- The volume settings must not be altered under any circumstances.
- Unauthorised adjustments may result in forfeiture of the hirer's bond.

A-Frames:

- 2 x A-frame sandwich boards are provided with the equipment pack, in the storage shed which state – "Event in progress"
- These signs can be placed at both entrance/exit gates to advise the community that the track is closed for an event.

School Equipment Hire (Werribee Little Athletics Centre):

- Schools may hire an athletics equipment package (refer to Appendix 2).
- To request the equipment package, tick the relevant box on the Facility Reservation Form.
- Werribee Little Athletics Centre will confirm availability by email.
- The equipment hire fee will be included on the facility hire invoice and must be paid prior to the booking.
- All equipment must be returned to the Equipment Shed at the conclusion of the booking.
- Schools must upload photographs of the returned equipment via the online form (link to be provided by Werribee Little Athletics Centre) as evidence that the equipment has been returned in good condition.
- Schools must refer to the Equipment Guide (to be provided by Werribee Little Athletics Centre).
- Where equipment is damaged during the hire period, Council may invoice the school for the cost of repair or replacement or deduct the cost from the hirer's bond.
- Schools may also use their own athletics equipment, provided it is safe, fit for purpose and does not damage the facility.

Electronic Timing Gates:

- Electronic Timing Gates and an operator are available through Werribee Little Athletics Centre.
- This service is arranged separately from the facility hire.
- Schools wishing to express interest should tick the relevant box on the Facility Reservation Form.
- Werribee Little Athletics Centre will contact the school to confirm volunteer availability.
- Schools will be invoiced directly by Werribee Little Athletics Centre for this service.

Pole Vault Mat:

- The Pole Vault mat is *not* available for hire and must not be used.

EMERGENCIES

a) In case of an emergency call 000.
b) There are two entry/ exit gates onsite if the facility is required to be evacuated (please see Appendix 1 for site map).
c) To report an incident or damage - contact the Sport and Recreation Development Officer, or Sports Development Team Leader, at - Ph: 1300 023 411, or Email: SportandRecBookings@wyndham.vic.gov.au.
d) For emergencies outside of normal business hours (8:00am – 5:00pm), contact Council's after hours service on the number above.
e) The hirer must ensure all exits, doorways and passageways are not obstructed at any time and ensure overcrowding does not take place.

CANTEEN (school carnivals)

a) The Canteen is a service provided by Werribee Little Athletics Centre depending on availability of volunteers. To express interest please tick the box on the facility reservation form. The canteen service is dependent on Werribee Little Athletics Centre volunteer availability and will be confirmed by them directly.

CANCELLATION

a) Schools/ hirers wishing to cancel their booking must notify Council as early as possible. Schools may be charged if they provide less than 2 business days' notice.

b) A school carnival booking can be changed to the back-up date (if paid for) where at least 24 hours' notice is provided.
c) Requests to change a booking within 7 days of the scheduled date (where no back-up date has been booked) will only be accommodated where possible. Booking payments may only be transferred once to an alternative date.
d) Where no back-up date has been booked and a school cancels their carnival booking due to inclement weather with less than 24 hours' notice, no refund will be provided. Where possible, Council may offer one alternative booking date.
e) Council reserves the right to cancel or suspend a booking, where the facility is unsafe, required for emergency works, or where use may result in damage to the facility. Where practicable, Council will provide notice and offer an alternative booking or refund.

FACILITY FEES

a) The fee for exclusive use includes access to the first aid room and the use of toilet and change room amenities (itemised on invoice). It is the hirer's responsibility to provide all the required first aid materials and a Defibrillator (AED).
b) Other spaces of the pavilion, including social space may be booked by negotiation.
c) A bond will apply to all exclusive use bookings. The bond is security for any damage to the facility, including, pavilion, equipment and/or breach of conditions of hire.
d) The total bond is required and must be lodged with Council at the time the keys are issued. The bond will be refunded to the hirer within 6 weeks of the booking date, provided the hirer has complied with all aspects of the conditions of this agreement. Should the cost of repairing damage to the property or equipment exceed the bond, the hirer is liable for additional costs. The cost of extra cleaning as a result of the event will be deducted from the bond.
e) Where a bond was not initially paid by the user, Council will invoice the user for the outstanding cost of repairs.
f) Fees comply with Wyndham's Sports Facility User Guide; please refer to this document for any unlisted charges.
g) Hire Definitions:
    a. **Exclusive Use** – you will be the only hirer of the facility. 6 hours is the maximum daily use. An amenity fee is included in the hire fee to cover electricity and water costs. There is an additional cleaning charge for the Change Room Toilets, but please ensure that they are left in a tidy state.
    b. **Non-Exclusive Use** – you will have booked a section of the facility, however, will continue to share the facility with the public and other hirers. You will have a booking confirmation to show if required.

Fee Type	Exclusive-Use Hire (2026/27)	Non-Exclusive Use (2026/27)
Day Hire (includes amenity fee) up to 6 hours of use	$366.50	N/A
Per Hour Not-for profit	N/A	$43.20
Per Hour For-profit	N/A	$67.88
Per Hour	N/A	$17.88

Amenity fee (if change rooms and amenities are booked)		
Cleaning Change Room Toilet cleaning charge (compulsory for exclusive use)	$112.50+GST	$112.50+GST
Back-Up Date School Carnivals	$43.20	N/a
Bond Inc. equipment	$1000	N/a
Bond No equipment	$500	$500
Key bond	$100	$100
Equipment Package	$287	N/a
Electronic Timing Gates and Operator	$500	N/a

*Note – Electronic timing gates will be payable directly to Werribee Little Athletics Centre.

RUBBISH

a) The hirer is responsible for leaving the premises in a clean and tidy condition. All waste generated by the hirer must be removed from the venue by the hirer. The bins provided at the facility are for general community use only and must not be used for disposing of large amounts of waste generated during the hire. Costs associated with removal of ground litter or other refuse will be deducted from the bond.

ACCESS

a) The following access is granted with a booking:
    a. Pavilion amenities and change rooms (swipe card) – Exclusive use booking
    b. Sand pits - jump areas and lane barriers (padlock key) – Exclusive use and non-exclusive group pit booking
    c. Equipment shed (remote control) – School booking equipment pack
b) The hirer will be required to collect the above access devices from Wyndham City Council Offices (main reception), 45 Princes Highway, Werribee (open Monday to Friday 8.30am to 5pm) up to 48 hours before the booking.
c) All access devices must be returned to Wyndham City Council Offices within 48 hours of the booking.
d) Lost or unreturned keys, swipe cards or remote controls may incur replacement and reprogramming costs payable by the hirer.
e) Please re-lock all equipment and areas used at the end of the booking.
f) The facility gates use the same padlocks, for Child Safety, school carnivals may choose to lock the gate on Morris Road. Please unlock this and secure the padlock on the gate after finishing.

GENERAL

a) Groups requesting non-exclusive use of the facility may be allocated a specific space within the facility to use. Please respect other users.
b) Amusement activities, i.e. inflatable castles etc. and children's rides are not permitted on the reserve without prior approval by Council.

c) Temporary shade structures, including tents and marquees, may be erected along the back straight of the reserve with prior Council approval. Structures must be secured using appropriate weighted ballast and must not be pegged or otherwise fixed into the ground. The hirer is responsible for ensuring all structures are safely erected and comply with relevant safety requirements.
d) If required, Council may enter the facility at any time during the hire period, any employee or contractor will be required to hold a valid Working with Children check.
e) Users failing to adhere to the terms and conditions outlined in this document may have their booking withdrawn and/or jeopardise any future applications lodged to hire Council facilities.
f) Take a copy of your confirmation letter in case proof of booking is required.
g) Please monitor behaviour within change rooms/ toilets. Damages or excessive cleaning may result in an additional fee.

APPENDICES

Appendix 1 – Fortitude Drive Athletics Facility Site Map



Appendix 2: Equipment Pack

Equipment	Equipment Set
High Jump - to run 1 mat set up	
Mat - Large	1
Bases/ upright posts/ support for bars	1 set of 2
High Jump Bar	1
High Jump Elastic bar	1
Long/ Triple Jump set-up – 2 sets consisting of the following each:	
Shovel	1
Broom	1
Rake	1
Spikes	1
15m Tape	1
Carpet/ Mat (for younger children/ children with disability)	1
Hand broom/ dustpan brush	1
Shot Put	
1kg	3
1.5kg	3
2kg	3
3kg	3
4kg	3
5kg	3
20m Tape	1
Spike	1
Discus	
350g	3
500g	3
750g	3
1kg	3
1.5kg	3
50m tape	1
Spike	1
Hurdles	Adjustable to 45cm, 60cm, 68cm, and 76cm
Hurdles	90
A-Frames	
"Event in Progress" A-Frames (to be placed at the entry/exit gates)	2

Appendix 3 – Change room and toilet amenity layout – to be provided