

Terms of Conditions of Hire

1. BOOKING APPLICATION

Usage of the City's facilities or reserves must be applied for by completing the relevant application form and returning the completed form to Recreation Services at least **30 days** before the use of the facility is required.

The completed form can be returned by:

- a. Mail – Recreation Services, City of Mandurah, PO Box 210, Mandurah WA 6210;
- b. Email – recreationservices@mandurah.wa.gov.au; or
- c. In Person – 3 Peel Street Mandurah.

2. CONFIRMATION OF BOOKING

All bookings will be confirmed in writing. All Hirers must follow all of the procedures outlined in the Rental Contract / Permit and these terms and conditions. The Hirer will be responsible for ensuring the use of the Facility / Reserve complies with the approved purpose and other conditions of hire.

Any Hirer granted approval to use a City Facility / Reserve is at no time permitted to sub-lease or make it available for hire to any other individual, group or organisation. Should this occur it will result in the immediate cancellation of the hire and all monies paid will be forfeited. Unauthorised use or entry to a facility at any time without written consent from the Council will result in legal implications.

3. COMPLIANCE WITH COVID-19 SAFETY PLAN

The Hirer must at all times ensure that all people using the facility/reserve during the hire period are complying with the City's COVID-19 Safety Plan for that facility/reserve and any relevant State Government COVID-19 Guidelines, including Guidelines for Sports and Recreation activities.

The City may terminate the booking at any time if the City determines that the Hirer or people using the facility/reserve have not complied with the City's COVID-19 Safety Plan.

Contact Tracing

The Hirer is responsible for maintaining a Contact Tracing Register during the hire period, that complies with State Government COVID-19 requirements, and ensuring that any person required to, registers their contact details when entering the facility/reserve. If the Hirer is not utilising the SafeWA app to register contact details, the Hirer must keep the Contact Tracing Register for 28 days and make it available to the state government, police or the City of Mandurah at any time during the 28 day period upon request.

4. CANCELLATION PROCEDURE

All cancellations must be submitted in writing to Recreation Services and a receipt acknowledged in writing. For all **Casual Hirers** bookings, the following cancellation fees will apply

- a. Cancellations within 15 - 30 days of the confirmed booking date - 50% hire fee retained; and
- b. Cancellations within 14 days of the confirmed booking date - 75% hire fee retained.

Any monies to be refunded to the Hirer will be calculated and returned within 21 days of the notification of the cancellation.

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For all **Regular Hirers** written notification to cancel or change regular bookings stated on your contract is required from all groups. It is your responsibility to notify any changes 48 hours prior to the confirmed dates in writing otherwise you will be charged as per booking confirmation. Permanent cancellations require 30 days written notice of intent to discontinue use of facility on a permanent basis.

5. SCHEDULE OF FEES

Compliance with the City's [Fees and Charges Schedule Facility](#) forms part of these conditions.

6. USAGE TIMES

Approval to use a City's Facility / Reserve applies only to the times and dates outlined on the booking confirmation. All set up, including cleaning and deliveries must be completed within the hours of hire. Accessing facilities outside of your booking time will result in additional charges.

If the function extends past the approved time, additional hire fees will be charged. Under no circumstances is alcohol permitted past 12 midnight, although if you have the facility booked you are able to be there for the purpose of cleaning until 1am only.

7. KEYS

Keys are to be obtained from the Administration Building, City of Mandurah 3 Peel St between 1:00 pm and 4:30 pm weekdays on the day of or one working day prior to the booking date.

Keys will not be issued unless all monies associated with the booking are paid, appropriate documents provided (see Clauses 11, 26 & 27) and the Terms and Conditions are signed.

If you cannot collect the keys during these hours, alternative arrangements must be made with Recreation Services at least 5 working days prior to scheduled date of the booking.

The keys must be returned the same day or one business day after the booking date.

Additional fees will be charged for the replacement of any lost or damaged keys.

Keys must not be copied or passed onto others

8. CLEANING AND RUBBISH REMOVAL

It is the responsibility of the Hirer to leave the facility clean and tidy. All food scrapes, rubbish, decorations and equipment is to be removed and in the case of tables and chairs correctly stored at the completion of each booking. Rubbish bins are provided and all rubbish must be placed in those bins.

All cleaning must be completed by the finish time specified in the booking. If contract cleaning is required as a result of your booking, a separate charge or forfeiture of your bond will occur.

It is the Hirer's responsibility to provide any equipment necessary to ensure that the premises are left clean and tidy. No cleaning equipment is provided by the City, this includes mops, vacuum cleaners etc.

9. EQUIPMENT

The setting up, stacking and storage of tables, chairs and other equipment is the responsibility of the Hirer. For safety reasons, chairs must only be stacked 10 chairs high. Chairs and tables must be returned to the

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allocated storage area at the end of the hire period, failure to do so will incur a cleaning cost or a deduction from the bond.

Furniture and equipment remain the property of the City and must not be removed from the facility at any time otherwise a cost will be charged against the bond for any missing or damaged equipment.

10. ADVERTISING

Until the booking is confirmed in writing, the Hirer is not to advertise their event by any medium including but not limited to flyers, newspapers, posters, social media etc

11. ATTENDANCE CAPACITIES

Attendance must not exceed the accommodation capacity as determined by the Department of Health. In the event that such numbers are exceeded, the City, or other enforcement agency, may direct the Hirer to terminate the event and/or terminate the booking. The Hirer takes full responsibility for any enforcement or legal action taken against them for any breach of the Department of Health requirements.

12. SECURITY

Licensed security is mandatory for all 18th and 21st birthday party functions, as well as any functions deemed to be high risk or as requested by the City. For any other function where alcohol is to be provided, it is strongly recommended that security be arranged.

The event must be registered with the WA Police on www.police.wa.gov.au.

Prior to the collection of the keys, the Hirer must provide proof of:

- a. Payment for services for the full time of the booking and a copy of the security provider's public liability insurance certificate of currency; and
- b. Registration with the WA Police.

Failure to do so will result in the withholding of keys until the requested documents are provided.

13. CONSUMPTION OF ALCOHOL

If your function is a wedding and you are holding the ceremony in a Park or Public Open Space you are entitled to request an Alcohol Consumption permit for 1 hour of your maximum 2 hour booking time. The Hirer must comply with the provisions of the *Liquor Control Act 1988*.

Alcohol is strictly prohibited at any Park or Public Open Space unless a permit has been obtained from the City.

No alcohol is to be sold at any facility without the appropriate licenses being obtained from the Department of Local Government, Sport and Cultural Industries www.dlgsc.wa.gov.au/racing-gaming-and-liquor. Allow a minimum of 14 days for the application process.

It is strongly recommended that alcohol **is not** served in glass containers and should only be served in cans or plastic cups. Supply of bulk alcohol (i.e. in kegs) will incur a higher bond.

The consumption of alcohol is restricted to indoor premises only (weddings in parks are exempt with permit) and is not to be consumed outside of the facility.

The Hirer is to disclose this information to the City of Mandurah at the time of booking the Facility / Reserve.

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14. SMOKING

Smoking is prohibited in all City facilities. Smoking is restricted to outdoor areas only and all butts must be extinguished and disposed of appropriately. Smoking is not allowed within 5 meters of a public entrance to an enclosed public place and within 10 meters of air conditioning intakes or playgrounds.

15. SAFETY

It is the Hirer's responsibility to ensure the safety of all persons attending the event. All electrical cords, fittings, switches, and other electrical appliances to be used by the Hirer or another person on their behalf must comply with all Australian Standards and display a current electrical safety tag.

The Hirer must provide all first aid equipment and supplies required during the booking. No first aid equipment or supplies are provided in the hired facilities.

The stated maximum capacity of the hired facility must not be exceeded at any time.

16. INDEMNITY

The Hirer holds harmless and indemnifies the City against all claims, losses, actions, damages, costs (including legal costs) and expenses whatsoever, arising out of, or in connection with the hiring of the Facility / Reserve, including but not limited to:

- a. Personal injury (including death or disease) to the Hirer, any invitee or third party;
- b. Loss of, or damage to, any property owned by the Hirer, the City or third party; and
- c. Breach or non-compliance with any statute, regulation or local law of any public, municipal or other authority

17. LOCK UP PROCEDURE

The Hirer shall ensure that all lights are turned off, electrical equipment and air-conditioning/heating are switched off, any and all doors, windows, gates are locked at the conclusion of the event. If the facility has an alarm this must be activated prior to leaving the facility. Failure to do so could result in a Ranger call-out – refer to Clause 17.

18. CALL-OUTS

Should a City of Mandurah Ranger or security Guard be called out as a result of the Hirer's non-compliance with any condition of hire, a call-out fee will be deducted from the bond, charged at the minimum rate of 3 hours.

The Ranger shall have the authority to terminate the hire arrangement immediately in the event of non-compliance if in the reasonable opinion of the Ranger the breach is likely to continue.

Should a Police call-out be required and / or a noise abatement notice issued as a result of the Hirer's failure to comply with a noise warning this will result in the full forfeiture of the bond.

19. DAMAGE

The Hirer is responsible for conducting an inspection of the Facility / Reserve at the commencement of the hire. All damage discovered is to be reported immediately to the City:

- a. During business hours to Recreation Services; or
- b. After hours on (08) 9550 3777, otherwise the damage will be deemed to have occurred during the course of the hire.

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The Hirer accepts responsibility for all damage, breakages or loss to the City's property or equipment caused during the hire of the Facility / Reserve. The Hirer will bear all costs to repair or replace damaged / stolen property or equipment. The driving of nails, tacks, screws etc into walls or furniture is forbidden.

The Hirer accepts responsibility for all damage or breakages to the surrounding facilities / area as a result of the event. This includes but isn't limited to damage to parking bollards, reticulation, underground piping, trees, shrubs, fences, grass, lights etc.

It is the Hirer's responsibility to phone 'Dial before you dig' to enquire about any underground services before digging or hammering any tent pegs or similar items into the ground. The cost of repairs / replacement for any damage or missing items will be borne by the Hirer and deducted from the bond. In the event that the costs exceed the bond, the Hirer will be invoiced for the remaining amount. Failure to pay will result in a debt to the City and legal action will be taken to recover any monies owing.

20. BOND

Bond amounts are in accordance with the agreed *Schedule of Fees*. Failure to pay the correct bond amount stipulated in your contract by the due date will render any booking or agreement void.

Failure to comply with these Terms and Conditions outlined in this document and any Contract/s will result in the forfeiture of all or a portion of the bond.

For Seasonal and Annual Hirer bonds, the City has the right to apply your bond to any breach of the conditions including the failure to pay seasonal accounts, late cancellation of booking fees, unauthorised use or any other reason as deemed necessary by the City. Should the available Seasonal or Annual bond amount fall below \$100 due to deductions then replacement funds up to the initial amount will be required.

21. REPAYMENT OF BOND

The Hirer acknowledges that failure to comply with any or all of these conditions will result in a forfeiture of all or a portion of the bond and the City reserves the right to impose additional charges for cleaning, extra hire fees, repair of damage or any other matter mentioned in Section 18.

The Hirer also acknowledges that any breach of this hire arrangement may result in the City refusing to agree to any future hiring to the applicant, including any future confirmed bookings.

The City will return any bond amount via electronic transfer within 21 days from the return of the keys unless extra charges are to be deducted.

The bond will only be refunded to the individual / company that made the original booking application, otherwise written confirmation will be required from the original payee.

22. COMPLIANCE WITH LOCAL LAWS

The Hirer must comply with all [City of Mandurah Local Laws](#).

- Health local law 1996
- Local government property and public places local law 2016

If the Hirer intends to sell food at the venue, the Hirer must obtain a permit from the City's Environmental Health Services (Clause 28 refers) and other appropriate trading permits.

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23. COMPLIANCE WITH LEGISLATION

The Hirer must comply with the provisions of all State and Commonwealth legislation and in particular the *Food Act 2008 & Health (Public Buildings) Regulations 1992, Environmental Protection Act 1986, Emergency Management Act 2008* and the *Environmental Protection (Noise) Regulations 1997*.

The Hirer acknowledges that a breach of the above Act and Regulations may result in enforcement action by Police or Environmental Health Officers including the issuing of a Noise Abatement Direction which can result in a maximum penalty of \$25 000, Infringement Notices \$250 or \$500 and / or the seizure of noisy equipment.

24. SPECIAL EVENTS

The Hirer acknowledges that if they are hiring a City Facility / Reserve for the purpose of hosting a special event, they will be required to complete the City's *Special Event Application Package* and abide by any special conditions as outlined in the confirmation letter.

25. VEHICLE ACCESS

No vehicle access is authorised to access any facility, reserve or open public space without obtaining prior consent from the City. The Hirer will be responsible for any damage caused by the vehicle to any property belonging to the City.

No more than two (2) vehicles / trailers on the reserve or beach at any one time and must only be vehicles necessary to set up or run the event. Where possible the vehicle/s should be removed after the equipment is dropped off.

The vehicles must be comprehensively insured and registered. The City shall not be held liable for any loss or damage to other property or persons caused by the vehicles.

26. TENTS / MARQUEES / RESTRAINING STRUCTURES

No tent, marquee or similar structure is to be erected at any City Facility / Reserve area without **obtaining prior consent** from the City. No stakes, pegs and / or pickets are to be placed into any part of the ground without the City's consent in order not to damage underground services such as reticulation.

The Hirer is also required to 'Dial before you dig' to check on services not covered by the City such as Western Power and WaterCorp.

Any repair to damaged underground services will be at full cost to the Hirer.

All pegs, stakes etc are to be removed to avoid damage to equipment.

27. AMUSEMENT ACTIVITIES (BOUNCY CASTLES ETC)

No Amusement Activities are to be erected at any City Facility / Reserve area without **obtaining prior consent** from the City. The onus of responsibility to ensure the bouncy castle is adequately secured/anchored and meets the Australian Standards and Work Safe Regulations lies solely with the hire company. All amusement activities including but not limited to:

- a. Bouncy Castles or similar;
- b. Petting zoos;
- c. Motorised activities; or

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d. Pony rides etc.

Require public liability insurance for at least \$20 million dollars. A copy of the Certificate of Currency is to be provided to Recreation Services prior to the collection of the keys.

Events where the public is attending will be required to provide a copy of the Class 1 WorkSafe certificate or a copy of the WorkSafe plant registration certificate relating to the amusement activity.

28. SIGNAGE

No signage is to be erected at a City Facility / Reserve without prior written approval from Recreation Services.

29. INSURANCE

If the Hirer is hiring a facility more than 12 times in a calendar year, they will need to have Public Liability Insurance to the value of \$20 million.

If you are hiring and are a sporting body, club, association, corporation or incorporated body you will need to provide Public Liability Insurance to the value of \$20 million.

If you are a Casual Hirer (any person or group of persons (not being a sporting body, club, association, corporation or incorporated body), who hires a Council facility for non-commercial or non-profit making purposes, less than twelve times per calendar year)) you are automatically covered by the City's Casual Hirers Liability policy.

30. SALE OF FOOD

If you intend to sell food you are required to complete an *Application for Approval to Operate a Temporary Food Stall*. The completed form is to be submitted to the City's Health Services at healthservices@mandurah.wa.gov.au

31. LINE MARKING

Permission is required from Recreation Services prior to any line marking. All line markings on reserves are the responsibilities of the Hirer. Only water based paint must be used – other materials are prohibited due to the toxic effects on both people and reserves. Failure to use correct product for line marking will incur maintenance charges to fix the turf area affected.

32. STORAGE

Any items left behind by the Hirer at a City Facility / Reserve run the risk of being utilised by other parties. The City is not liable for the loss/theft or damage of any items belonging to the hirer or guests.

Special arrangements must be made with Recreation Services to pick up any property left behind after the booking.

33. SPECIAL CONDITIONS

The Hirer acknowledges that any special conditions set out in the booking confirmation shall apply and be incorporated in this agreement. In the event of any conflict between these conditions and the special conditions, the later shall apply.

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34. CANCELLATION OF BOOKINGS BY THE CITY OF MANDURAH

The City may need to cancel or reschedule a booking to allow alternative use of the Facility / Reserve or to undertake maintenance. In this instance, every effort will be made to ensure that the Hirer is given at least 21 days notification to make alternative arrangements.

Please note the City will not support the use of its facilities for any activity or purpose that promotes unlawful conduct or encourages actions that are discriminatory, offensive or contrary to the City's values. The City reserves the right to cancel a booking, even at short notice, in these instances.