

Application to Hire Facility/Reserve & Liquor Permit

APPLICANTS MUST BE OVER 18 YEARS OF AGE

This form is an **application** only & must be submitted a minimum of 14 days prior to your booking date.
If approved, your booking will be confirmed in writing.

I, _____ (applicant's full name)

of _____

_____ (applicant's postal address)

on behalf of _____
(Name of organisation – if applicable)

Contact Numbers: H _____ W _____ M _____

Email _____

Wish to hold a _____ (function type)

For approximately _____ people.

Venue _____ hall/pavilion/oval

Date _____ Time _____ am/pm to _____ am/pm

Please be advised that **set up & clean up time** must be included on the booking form. Hall must be vacated by 1:00am including cleaning time. Cleaning must be completed prior to vacating the premises and will **not** be permitted to occur on the following day unless confirmed in writing by the Manager Recreation Services & Centres.

Will **ALCOHOL** be consumed ? Yes No

Please note: Fee of **\$30.00** will be charged & a permit issued to the above applicant

Will **ALCOHOL** be sold? Yes No

Please note: if liquor is to be sold, a second permit must be obtained from the **Clerk of Courts**

SIGNATURE _____ **Date** _____

For booking enquiries, please contact

Recreation Services P O Box 210 MANDURAH WA 6210

Phone: 9550 3601; Fax: 9581 1026; Email: recreationsservices@mandurah.wa.gov.au

Office Use Only

Hire Fees:	Bond: \$	Liquor Y / N	Pd Receipt #
Confirmation sent:			

Hire Fees & Bonds

For Fees & Bond charges please refer to the Schedule of Fees available from Recreation Services. Hire Fee and bond payments are required 7 days prior to the booking date. **Payment is to be made at the Council Administration Centre located on the corner of Peel Street & Mandurah Terrace between 8.15am and 4.30pm weekdays.**



Fee Reductions

Your group, club or organisation may be eligible for a Reduction in Hire Fees!

A Fee Category Assessment must be completed and requests should comply with the policy aims and guidelines, which are available from Recreation Services. For seasonal or annual hirers, an application form should be completed for your first booking and will be valid for the term of your booking or until the 31st December (whichever arises first). Applications will be assessed and if approved, confirmed in writing and issued with a reference number which should be quoted on any subsequent bookings.

PLEASE NOTE: If a fee reduction has been approved prior to this application (within this calendar year), please provide the following details:

Ref No: Date approval received Category Approved: Senior Junior Fee Waiver

Key Collection & Return

Keys are made available for collection from **Council's Administration Centre** located on the corner of Peel Street & Mandurah Terrace between 8.15am and 4.30pm one working day prior to your booking. They should be returned here the next following working day after your function. You will be required to sign for both collection and return.

Booking Guidelines & Procedures

1. Conditions of Hire Agreement must be read prior to completing the approved application form.
2. Tentative bookings are only valid for 14 days.
3. Bookings will only be accepted on this, the approved application form.
4. Application forms are to be completed **in full** and returned to the Recreation Services Assistant at least 14 days prior to the booking to be considered eligible for assessment.
5. **All booking applications must include time for set up and clean up.**
6. Applications submitted less than 7 days will incur a late booking fee.
7. All bookings will attract a hire fee and bond in accordance with Council's *Schedule of Fees and Charges*.
8. Bonds are applied to all bookings & an amount up to \$1000.00 will be at the discretion of the Manager, Recreation Services.
9. A Fee Category Assessment is to be completed and must comply with Council's "Donations to Community Groups" policy aims and guidelines to be eligible for a fee reduction or waiver. If approved, written confirmation will be supplied.
10. As a Regular, Seasonal or Annual applicant, it is the hirer's responsibility to provide current Public Liability insurance cover to the value of \$10,000,000. A certified copy of the Certificate of Insurance must accompany your first application.
11. As a Casual Hirer you are covered under the City of Mandurah's Public Liability Insurance. You are classified as a "Casual" hirer if you apply to hire a Council Facility or Reserve 10 times or less per year: **** Please note that this excludes incorporated bodies. ****
12. Confirmation of approved applications will be provided in writing prior to the booking date with any additional terms and conditions identified which may be specific to the booking.
13. Payment must be made at least 7 days prior to the booking date at Council's Administration Building.
14. Refunds will only be given if written notice of cancellation is received at least five days prior to the scheduled booking date or a cancellation fee will apply. **This also applies to regular booking cancellations and amendments.**
15. **Bond amounts will be refunded to the applicant within 21 working days following return of keys and confirmation from Council's maintenance department that there has been no damage to the facility as a result of the booking.**

Liquor Consumption

1. Only invited guests or bona fide members of the applicant's group, organisation or club will consume liquor on the premises and no others.
2. Liquor will not be consumed, supplied or made available to any person under the age of 18 years of age.
3. If it is the intention of the applicant to sell liquor to any person, or exchange for value, either directly or indirectly, a permit must first be obtained from the Mandurah Clerk of Courts.
4. No liquor will be consumed by or supplied to any person to whom a charge has been made, either directly or indirectly, for admission to the facility, unless a permit has been obtained for the Mandurah Clerk of Courts.
5. Alcohol or other drinks are not to be served in glass containers (including stubbies, bottles, jugs and glasses) and will only be supplied by the Hirer in cans or plastic cups. (May Exclude Weddings).
6. Supply by the Hirer of any bulk alcohol (including keg beer) may incur a higher bond.
7. Alcohol consumption is restricted to the premises hired only and is not to be consumed outside these premises. Consumption on public open space or reserve areas is considered illegal.
8. Consumption of Liquor permits are only valid until 12:00pm midnight at which time the function must cease. Cleaning activities may be undertaken until 1:00am, however all guests must have vacated by midnight.
9. The Hirer must comply with provision of the Liquor Licensing Act 1988.

Declaration

I being the duly authorised representative of the applicant in endorsing this application accept full responsibility for the above booking and will ensure compliance with the Booking Guidelines and Procedures, Conditions of Hire and Local Laws.

Signature

Date

Conditions of Hire

Please read the following carefully prior to completing your Facility and/or Reserve Application Form.
Applicant keeps Conditions of Hire copy and returns Application Form to Recreation Services.

* APPLICANTS MUST BE OVER 18 YEARS OF AGE *

1. BOOKING APPLICATION

Usage of Council's facilities or reserves must be applied for by completing in full the *Facility and/or Reserve Hire Application* form and returning the completed form(s) to Recreation Services, City of Mandurah, P O Box 210 MANDURAH WA 6210.

2. CONFIRMATION OF BOOKING

All applicants must follow the procedures outlined in the *Facility and/or Reserve Hire Application* form. The Hirer will be responsible for ensuring the use of the Facility and/or Reserve complies with the approved purpose and all other conditions of hire.

Any Hirer granted approval to use a Council Facility and/or Reserve is at no time permitted to sub-lease or make it available for hire to any other individual or group. Unauthorised use or entry to a facility at any time without the written consent from Council may result in legal implications.

3. SCHEDULE OF FEES

Compliance with Council's Recreation Pricing Policy and Schedule of Fees for Facility and/or Reserve bookings forms part of these conditions.

4. USAGE TIMES

Approval to use a Council Facility and/or Reserve applies only to the times and dates outlined on the booking confirmation. Please refer to Section 2.

You must allow for set-up and clean-up times on your *Facility and/or Reserve Hire Application* form.

If the function extends past the approved time, additional hire fees will be charged. This is also subject to below. Under no circumstances is any function to extend beyond 12 Midnight. Premises must be vacated and no loitering is permitted.

5. CLEANING

It is the responsibility of the Hirer to leave the facility clean and tidy. All food scraps, rubbish, decorations and equipment are to be removed or (in the case of tables/chairs) correctly stored immediately at the conclusion of each booking.

Cleaning must be completed by the time specified on the booking confirmation.

If contract cleaning is required as a result of your booking, a separate charge or forfeiture of your bond may occur. Basic cleaning equipment is provided in all Council facilities; however it is the Hirer's responsibility to provide any additional equipment necessary to ensure the premises are left clean and tidy. (Please note that Vacuum Cleaners are not provided).

6. ATTENDANCE CAPACITIES

Attendance must not exceed the accommodation capacities determined by the Department of Health. In the event that such numbers are exceeded, the Hirer takes full responsibility for any legal action such as the termination of their function.

7. ADVERTISING

The Hirer must not advertise their private function / party by any medium including fliers, newspapers, posters or the Internet without the prior consent of Council obtained in writing.

8. KEYS

Keys must be obtained from the Council's Administration building between the hours of 8.15am and 4.30pm Monday to Friday on the day of or one working day prior to the booking date. If you cannot collect the key during these hours, alternative arrangements must be made with the Recreation Assistant – Bookings Officer at least 5 working days prior to the scheduled date of the booking.

Keys must be returned the same day or one working day after the booking date. The Hirer will be required to pay a key bond in accordance with Council's Schedule of Fees. Keys will not be issued unless all monies associated with the booking are paid and the Terms and Conditions signed.

For seasonal or regular hirer's, you are required to return all keys to Recreation Services at the conclusion of your hire term.

9. CONSUMPTION OF ALCOHOL

The Hirer must comply with provisions of the *Liquor Licensing Act 1988*. Alcohol is strictly prohibited on any Public Open Space or Reserve area.

No alcohol is to be consumed in any facility without an Alcohol Consumption Permit being obtained from the City of Mandurah. *Application to Consume Alcohol at a Council Facility* form is required. (Proof of age required). No alcohol is to be sold at any facility without the appropriate license being obtained from the Clerk of Courts. Allow 14 days for this process. Alcohol or other drinks are not to be served in glass containers (including stubbies, bottles and glasses) and will only be supplied by the Hirer in cans or plastic cups. Supply by the Hirer of any bulk alcohol (including keg beer) will incur a higher bond. The Hirer must disclose this information on the *Application to Consume Alcohol at a Council Facility*.

Alcohol consumption is restricted to indoor premises only and is not to be consumed outside of the facility.

10. SMOKING

Smoking is strictly prohibited in all Council facilities. Smoking must be restricted to outdoor areas only and any discarded butts disposed of appropriately.

11. SAFETY

All electrical cords, fittings, switches and other electrical appliances used by the Hirer must comply with the appropriate Australian Standards and display a current electrical test tag. The Hirer will use its best endeavours to ensure the safety of all persons attending the event.

12. INSURANCE

You are classified as a "Casual" hirer if you apply to hire a Council Facility or Reserve 10 times or less per year and as such, you are covered under the City's *Casual Users Liability Insurance*

**** PLEASE NOTE THAT THIS EXCLUDES INCORPORATED BODIES ****

You are classified as an "Annual" hirer if you apply to hire a Council Facility or Reserve 11 times or more per year. The Annual hirer shall have current insurance cover for Public Liability to the value of \$10,000,000.

A certified copy of the Certificate of Insurance is to be attached to the *Facility and/or Reserve Hire Application*. Failure to provide evidence of insurance entitles the City to revoke the hire agreement.

13. INDEMNITY

Upon acceptance of the hire, the Casual or Annual Hirer undertakes to hold the City of Mandurah indemnified against all claims, losses, actions, damages, costs (including legal costs) and expenses whatsoever arising out of or in connection with the hiring of the venue:

Personal injury (including death or disease) to the Hirer or any invitee or third party unless and then only to the extent that the Hirer proves said injury was due to the negligence of the City; Loss of or damage to any property owned by the Hirer, the City or any third party;

Breach or non-compliance with any statute or regulation or local law of any public, municipal or other authority.

14. DAMAGE

Please ensure that any notable damage is reported prior to the commencement of your booking as it will be deemed that this damage occurred during the course of your function. All damage is to be reported to Recreation Services during business hours (Monday to Friday) or to Ranger Services up until 8.00pm. (7 days per week).

The Hirer is responsible for any breakage, damage or loss to Council's property or equipment, which occurs during the Hirer's use of the Facility and/or Reserve. The cost of repairing or replacing any breakage, damage or loss will be borne by the Hirer and will be deducted from the bond.

The driving of nails, tacks, screws etc into walls or furniture is forbidden.

The Hirer will be responsible for any damage to the surrounding facilities as a result of the function. The cost of repairing such damage will be deducted from the bond. This includes, but is not limited to, damage to parking bollards, piping, trees, shrubs, fences, grass, signs, lighting etc.

In the event that costs to clean / repair any damage that exceeds the bond, the Hirer will be invoiced and this will be a debt due and owing to Council.

15. SECURITY

The Hirer shall ensure that all lights are turned off and any doors, windows and gates locked at the completion of each booking. Failure to secure the premises could result in a Ranger call-out. Refer to section 16.

16. CALL-OUTS

Should a City of Mandurah Ranger 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 (Minimum 3 hours).

The Ranger shall have authority to terminate the hire arrangement forthwith 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 full forfeiture of the bond.

17. BOND

Bond amounts are in accordance with the agreed *Schedule of Fees* for the Year 2008/09. These will be reviewed annually as part of the standard Council budgetary process.

Failure to pay the bond stipulated in your confirmation letter by the due date will render any booking or agreement void.

Failure to comply with the Terms and Conditions outlined in this document may result in the forfeiture of all or a portion of your bond.

For Seasonal and Annual Hire bonds, the City has the right to apply your bond to any breach of the conditions including failure to pay seasonal accounts, late cancellation or booking fees, unauthorised use or any other as deemed necessary by the Manager Recreation Services.

Should the available Seasonal or Annual bond amount fall below \$100.00 due to deductions, replacement funds up to the initial amount are required.

18. REPAYMENT OF BOND

The Hirer acknowledges that failure to comply with all or any of these conditions may result in a forfeiture of all or a portion of the bond and that the City reserves its right to impose additional charges for cleaning, repair of damage and/or as mentioned in Section 17.

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

19. COMPLIANCE WITH LEGISLATION

The Hirer must comply with the provisions of all relevant State and Commonwealth legislation and in particular, the *Environmental Protection Act 1986* and the *Environmental Protection (Noise) Regulations 1997*. The Hirer acknowledges a breach of the Environmental Protection Act 1986 may result in enforcement action by Police or Environmental Health Officers including , the issuing of a Noise Abatement Direction which can in the event of non-compliance, lead to a maximum penalty of \$25,000, Infringement Notices \$250 or \$500 and/ or the seizure of noisy equipment.

20. COMPLIANCE WITH LOCAL LAWS

The Hirer must ensure compliance with the City of Mandurah's Local Laws.

If the Hirer intends to sell food at the venue, the Hirer must obtain a permit from Council's Environmental Health Services and other appropriate trading permits.

21. SPECIAL EVENTS

The Hirer acknowledges that if they are hiring a Council Facility and/or 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.

22. VEHICLE ACCESS

No vehicle is authorised to access any facility, reserve or public open space area without obtaining prior consent from Council.

23. TENTS/MARQUEES

No tent or marquee is to be erected at any facility, reserve or public open space area without obtaining prior consent from Council.

No stakes and/or pickets are to be placed into any part of the ground without Council's consent in order not to damage reticulation.

Any repair of damage to Council's reticulation will be at the expense of the Hirer.

24. SALE OF FOOD

If you intend to sell food you are required to complete an *Application to Sell Food from a Temporary Food Premise* form to be submitted to Environmental Services.

25. LINEMARKING

All line markings on reserves are the responsibility of the Hirer. A water-based paint is to be used.

Other materials are prohibited due to toxic effects to both people and the reserve.

26. SIGNAGE

No signage is to be erected at a Council Facility and/or Reserve without prior written approval from the Manager Recreation Services.

27. STORAGE

Any items left by the Hirer at a Council Facility and/or Reserve run the risk of being utilised by other parties. Council accepts no responsibility for use, damage or theft of these items.

28. 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 take priority.