

Commercial Sport & Active Recreation Providers Application 2019/2020

City of Mandurah Recreation Services

Phone: 9550 3601

Fax: 9550 3737

3 Peel Street, Mandurah (PO Box 210)

Email: recreationsservices@mandurah.wa.gov.au

This form is an application only. Your booking is not approved until the City of Mandurah has issued a contract that is returned with the applicant's signature acknowledging the terms and conditions.

The approval process for this application follows the guidelines outlined in the City of Mandurah's procedures for *Use of Public Open Space by Commercial Sport & Active Recreation Providers*. The booking does not guarantee sole access.

Applicant Details

Name of Applicant:		
Name of Business:		
Contact phone number:		
Email:		
Postal address:		
ABN:		
Are you GST Registered?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Do you have a Business Plan?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Estimated number of participants on site at any one time:		

Location Details (Please attach a site map clearly indicating which area you would like to use)

.....

Is the site a designated Recreation Hire Site? Yes No Unsure

Activity Details (Please attached any brochures or provide additional information)

.....

List and Description of Equipment (Attach list if room is insufficient)

.....

Will there be marquee or tents being erected? Yes No

Will there be any music, PA systems being used? Yes No

Please note Special Conditions may apply to adhere to Local Laws 4.1

Access Keys

Do you seek permission to hold key to access any gates or electrical boxes at the site?

YES NO If YES list keys.....

A completed *Key Register from* must be completed for all keys that are currently held by hirers.

Vehicle Access

A completed *Application for Vehicle Access to a Council Reserve* form must be completed if you wish to take your vehicle onto any public open space.

Lighting

Do you seek permission to use any sports flood lighting?

YES NO If YES list times:

Please note that fees will apply according to the schedule of fees and charges.

State Government Approvals (if applicable)

Some commercial recreation activities will require approvals or permits from State Government Agencies. It is advisable to contact these organisations to seek preliminary approval or support for your application prior to submitting an application to the City of Mandurah.

Department of Transport - Marine Safety (Hire and Drive Certificate)

Required for small motorised watersports, motorised watersports, kayaks, paddle boats etc

Categories are:

- P - Powered Dinghies - on-site hire
- RH - House Boats (Sect 18 requirements, smooth water only)
- TD - Trailerised Powered Dinghies
- TRH - Trailerised House Boats (Sect 18 requirements, smooth waters only)
- C - Canoe
- 4E - River
- 4C - Restricted: Most of the dinghies that operate any distance from the shore.
- 4C - To 10 nm (= to or greater than 7.5 meters) if radio is fitted, or some lesser limit.

Hire and Drive Certificate attached Not Applicable

Department of Environment and Conservation

Required for land based activities and foreshore activities that may impact environment.

Letter of approval attached Not Applicable

Department of Planning

Required for land based activities and foreshore activities

Letter of approval attached Not Applicable

Summary of Documentation accompanying this application (tick if attached):

- Public Liability insurance of \$10 million
- Qualifications and certificates (i.e. Fitness Australia Qualification, Coaching Certificate or similar)
- Relevant State Government Approvals (List if applicable.....)
- Key Register Form (if applicable)
- Application for Vehicle Access Form (if applicable)
- Advertising/marketing strategy
- Site Map
- Equipment List (if applicable)
- Activity Brochures or Information Flyers (if applicable)

Accounts

Accounts will be issued monthly in arrears. Hirers are required to pay their account monthly on receipt of invoice.

Guidelines for Sport and Active Recreation Providers

1. Applicants must reapply for nominated sites annually. Historical preference is given to regular hirers following continued use for a period of six months or more and if the hirer has not breached any conditions of hire during this period.
2. The Conditions of Hire agreement must be read prior to completing the approved application form.
3. 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.
4. Approval to use the Public Open Space applies only to the times and dates outlined on your booking contract. You must allow for set-up and clean-up time when completing your application.
5. 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 otherwise you will be charged as per your booking confirmation. Permanent cancellations require 30 days written notice of intent to discontinue use of the site on a permanent basis.
6. It is the responsibility of the hirer to ensure the contact details for all people responsible for bookings be kept updated with Recreation Services. *Please email your changes to: recreationsservices@mandurah.wa.gov.au*
7. Council considers maintaining the quality and condition of the City's public open space for the use of all of the community a high priority. Please ensure that maintenance issues are brought to our attention e.g. damaged fences, defaced signs, etc.

I being the duly authorised representative of the applicant in endorsing this application will ensure compliance with the City of Mandurah's Conditions of Hire Agreement and Local Laws. I acknowledge that these are my responsibility and will ensure that appropriate liability and other insurances are in place for the activities to be conducted.

Signature *Date*



BOOKING REQUIREMENTS
(copy this page for multiple sites or Service Providers)

POS Name:	Section required:
Service Provider:	Qualification:
First booking date:	Last booking date:
Start time (including set-up):	Finish Time (including clean-up):

(Circle all the dates required on the calendar below)

JULY 2019

M	T	W	T	F	S	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
14	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

AUGUST 2019

M	T	W	T	F	S	S
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SEPTEMBER 2019

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OCTOBER 2019

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NOVEMBER 2019

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DECEMBER 2019

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JANUARY 2020

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FEBRUARY 2020

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MARCH 2020

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APRIL 2020

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MAY 2020

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18	19	20	21	22	23	24
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JUNE 2020

M	T	W	T	F	S	S
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School Holidays

Public Holiday

Conditions of Hire

Please read the following carefully prior to completing your Commercial Sport & Active Recreation Providers application form. The applicant is to retain Conditions of Hire and return the application form section to Recreation Services.

APPLICANTS MUST BE OVER 18 YEARS OF AGE TO COMPLETE THIS APPLICATION FORM

1. BOOKING APPLICATION

Commercial use of City of Mandurah public open space must be applied for by completing the *Application Form for Commercial Sport & Active Recreation Providers* and returning the completed form to Recreation Services, City of Mandurah, P O Box 210 MANDURAH WA 6210 or email: recreationsservices@mandurah.wa.gov.au.

2. CONFIRMATION OF BOOKING

All applicants must follow the procedures outlined in the *Commercial Sport & Active Recreation Providers* application form and any special conditions that are on the confirmation letter. The Hirer will be responsible for ensuring the use of the public open space complies with the approved purpose and all other conditions of hire. Any Hirer granted approval to use public open space 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 Schedule of Fees and Charges forms part of these conditions.

4. CANCELLATIONS

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 otherwise you will be charged as per your booking confirmation. Permanent cancellations require 30 days written notice of intent to discontinue use of Facility on a permanent basis.

5. USAGE TIMES

Approval to use Public Open Space for the purpose of commercial sport and active recreation 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 *Commercial Sport and Active Recreation* application form. If the activity extends past the approved time, penalties may apply.

6. CLEANING

It is the responsibility of the Hirer to leave the public open space clean and tidy.

7. ATTENDANCE NUMBERS

Attendance must not exceed the approved maximum participation numbers for the site. In the event that such numbers are exceeded penalties may apply.

8. ADVERTISING

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

9. KEYS

Keys for Regular Hirers can be requested to be held by a nominated member of the Group/Organisation for access to the public open space or lighting boxes. This key is to be kept in safe place by the nominated key holder for the duration of your bookings or to be returned at any time at the request of Recreation Services. Should the person responsible for the key be changed it is the responsibility of the hirer to inform Recreation Services on email: recreationsservices@mandurah.wa.gov.au and complete the necessary paperwork. Should the key be lost all expenses and charges incurred pertaining to this loss will be on charged to the hirer.

10. 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.

11. SMOKING

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

12. 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 endeavors to ensure the safety of all persons attending the activity.

13. INSURANCE

All commercial businesses must provide evidence of Public Liability Insurance to the value of \$10,000,000. A certified copy of the Certificate of Insurance is to be attached to the *Sport and Active Recreation* application form. Failure to provide evidence of insurance entitles the City to revoke the hire agreement.

14. INDEMNITY

Upon acceptance of the hire, the 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, including:

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

15. 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 activity. All damage is to be reported to Recreation Services during business hours 9550 3620 (Monday to Friday) or to Ranger Services up until 8.00pm (7 days per week - phone 9550 3777).

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 Public Open Space. The cost of repairing or replacing any breakage, damage or loss will be borne by the Hirer and 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 the City of Mandurah.

16. LOCK UP PROCEDURE

The Hirer shall ensure that sports flood lighting is turned off and any gates locked at the completion of each booking.

17. 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 charged to the hirer (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.

18. BOND

Bond amounts are in accordance with the agreed City of Mandurah's *Schedule of Fees*. 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 City has the right to apply your bond to any breach of the conditions including failure to pay annual or monthly accounts, late cancellation or booking fees, unauthorised use or any other as deemed necessary by the Manager Recreation Services and Centres.

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

19. 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 18. 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.

20. 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.

21. COMPLIANCE WITH LOCAL LAWS

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

22. COMPLIANCE WITH POLICY

The Hirer must ensure compliance with any City of Mandurah's Policies relevant to this application.

23. 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* available from Recreation Services and abide by any special conditions as outlined in the confirmation letter.

24. VEHICLE ACCESS

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

25. TENTS/MARQUEES

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

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

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

26. 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 Health Services.

27. LINEMARKING

All line markings on reserves are the responsibility of the Hirer and permission must be sort prior to marking. A water-based paint is to be used. Other materials are prohibited due to toxic effects to both people and the reserve.

28. SIGNAGE

No signage is to be erected on Public Open Space without prior written approval from the City of Mandurah.

29. STORAGE

Any items left by the Hirer on Public Open Space run the risk of being utilised by other parties. Council accepts no responsibility for use, damage or theft of these items. All items must be removed from the site by the hirer unless permission has been given by Recreation Services to occupy a storage area after completing a *Storage Application* form.

30. 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.