

Terms of Conditions of Hire

The Terms and Conditions of Hire must be read and understood before hiring a Facility.

1. BOOKING APPLICATION

The Hirer must be over the age of 18 years. If so requested by the City of Mandurah (the City), a copy of photo ID must be provided by the Hirer.

Usage of the City's facilities or reserves (Facility) must be applied for by completing in full and returning the relevant application form. All information on the application form must be true and correct.

The completed form must be returned to Recreation Services at least **30 days** before the use of the Facility is required. This can be submitted by:

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

2. CONFIRMATION OF BOOKING

If approved, the City will confirm any Facility booking (Booking) in writing. Once the Booking confirmation has been provided, full Terms and Conditions of Hire (Terms and Conditions) will apply and all Hirers must follow all of the procedures outlined in the Rental Contract / Permit. The Hirer will be responsible for ensuring the use of the Facility complies with the approved purpose and all other Conditions of Hire.

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

4. CANCELLATION PROCEDURE

All cancellations must be submitted in writing to Recreation Services and acknowledged by the City 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.

For all **Regular Hirers** written notification to cancel or change the regular Booking stated on the Rental Contract is required from all groups. It is the responsibility of the Hirer to notify Recreational Services of any changes 48 hours prior to the Booking in writing otherwise the Hirer will be charged as per the Booking confirmation. Permanent cancellations require 30 days written notice of intent to discontinue use of facility on a permanent basis.

5. FEES

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

Regular Hirers: Monthly accounts will be sent out prior to the Booking month and are required to be settled within 30 days of the invoice date.



Terms of Conditions of Hire continued

Casual Hirers: The full payment of the balance of the booking is due 10 business days prior to the first Booking date.

6. USAGE TIMES

Approval to use a City Facility 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.

If the function or access to the Facility extends past the approved time, additional hire fees will be charged. Under no circumstances is alcohol permitted past 12:00 midnight, although if you have the Facility booked you are able to be there for the purpose of cleaning until 1:00 am only.

Under no circumstances is the Hirer allowed to access/utilise other rooms in the Facility that have not been specified on the Rental Contract / Permit.

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 the Booking or one business day prior to the Booking date.

Keys will not be issued unless all monies associated with the Booking are paid, the Terms and Conditions have been signed and returned and all appropriate documents have been provided in accordance with the Terms and Conditions and any other request prior to the Booking date.

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

The keys must be returned the on the day of the Booking 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 at the end of usage. 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.

It is the Hirer's responsibility to provide any equipment necessary to ensure that the Facility is left clean and tidy. No cleaning equipment is provided by the City, this includes mops, vacuum cleaners etc. If contract cleaning is required as a result of your booking, a separate charge or forfeiture of your bond may occur.

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 allocated storage area at the end of the Booking. Failure to do so may 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 separate charge or forfeiture of your bond may occur. for any missing or damaged equipment.



Terms of Conditions of Hire continued

10. ADVERTISING

Until the Booking is confirmed in writing, the Hirer must not advertise their event by any medium including but not limited to flyers, newspapers, posters, social media etc. The Hirer must ensure all advertising is not defamatory, derogatory or impinge the reputation of the City and/or its Facilities.

11. ATTENDANCE CAPACITIES

Attendance must not exceed the accommodation capacity as determined by the Department of Health. If such numbers are exceeded, the City, or other enforcement agency, may direct the Hirer to terminate the event and/or 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 the security 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

The Hirer must comply with provisions of the *Liquor Licensing Act 1988*.

No alcohol is to be consumed at any Facility without an Alcohol Consumption Permit being obtained from the City of Mandurah. An application must be completed and returned to the Facility including proof of age. No alcohol is to be sold at any Facility without the appropriate licence being obtained from the Department of Local Government, Sport and Cultural Industries www.dlgsc.wa.gov.au/racing-gaming-and-liquor. Allow 14 days for the application process. The Hirer must disclose this information to the City of Mandurah at the time of booking the Facility.

Alcohol is strictly prohibited at any Reserve area or Public Open Space unless a permit has been obtained from the City. This includes boardwalks or pavements external to the Facility. 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.

If a permit is approved, alcohol and other drinks are not permitted to be served in glass containers (including bottles, glasses and stubbies). Hirers must supply drinks in cans and plastic cups (preferably re-useable) cups/glasses.

Supply by the Hirer of any bulk alcohol (including keg beer) will incur a higher bond.



Terms of Conditions of Hire continued

14. SMOKING

Smoking is prohibited in all City facilities. Smoking is restricted to outdoor areas only with a minimum of 5 metres of a public entrance and within 10 metres of air conditioning intakes and playgrounds. All cigarette butts must be extinguished and disposed of appropriately.

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 at the Facility.

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

A Hirer must show respect and common courtesy to other user groups within the Facility or persons in the nearby premises and is responsible for the behaviour of all the persons attending the Booking to ensure the safety of other users and members of the public.

16. INDEMNITY

For the purposes of these Terms and Conditions, **Hirer's Agent** means employees, contractors, invitees, volunteers, customers, and patrons of the Hirer.

To the extent permitted by law, the City shall not be liable for, and the Hirer shall indemnify and keep indemnified the City from and against any and all actions, claims, losses, expenses, damages and costs (including the costs of defending or settling any action or claim) which may be incurred whether directly or indirectly, arising from or in connection with the hiring of the Facility, including but not limited to:

- (a) any act or omission of the Hirer or the Hirer's Agents including any negligence, unlawful conduct or willful misconduct, in connection with the Facility Hire;
- (b) any damage to, or loss of, property, or injury, illness, or death arising out of any act or omission of the Hirer or the Hirer's Agents or the use of, presence on, or occupation of the Facility by the Hirer or the Hirer's Agents; 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, electrical equipment and air-conditioning/heating are switched off, and 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 secure the Facility could result in a Ranger call-out – refer to Clause 18.



Terms of Conditions of Hire continued

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 of these Terms and Conditions, a call-out fee may be deducted from the bond, charged at the minimum rate of 3 hours.

The Ranger shall have the authority to terminate the Booking 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. LOSS & DAMAGE

The City will take every reasonable care and precaution to ensure that all utilities, services and equipment are in proper working order, but will not accept responsibilities for breakdowns beyond their control.

The Hirer is responsible for conducting an inspection of the Facility at the commencement of the Booking.

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 Booking.

The Hirer must not, and must ensure the Hirer's Agents do not, cause any loss or damage to the Facility (either directly or indirectly). Damage includes but is not limited to damage to parking bollards, reticulation, underground piping, trees, shrubs, fences, grass, lights etc. The driving of nails, tacks, screws etc. into walls or furniture is forbidden.

The Hirer is responsible for any loss or damage which occurs to the Facility or equipment during the Hirer's use of the Facility. Should damage occur, the Hirer is required to report any damage immediately. The cost of repairing the damage or replacing any equipment or furniture will be borne by the Hirer. The cost will be 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 may be taken to recover any monies owing.

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.

20. BOND

Bond amounts are in accordance with the City's *Fees and Charges Schedule*. Failure to pay the correct bond amount stipulated in your Booking by the due date will render any Booking void.

Failure to comply with any of these Terms and Conditions and/or any Special Conditions set out in the Booking may 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 Terms and 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.



Terms of Conditions of Hire continued

21. REPAYMENT OF BOND

The Hirer acknowledges that failure to comply with any or all of these Terms and Conditions may result in a forfeiture of all or a portion of the bond.

The City reserves the right to impose additional charges for extended use of the Facility, cleaning, repair of damage or any other breach as deemed necessary by the City. Damage noted by the next Facility user that the Hirer did not report may be attributed to the Hirer and may result in loss of bond. If insufficient funds are held in the bond, the Hirer will be charged the excess cost.

The Hirer also acknowledges that a breach of any or all Terms and Conditions may result in the City refusing to agree to enter into any future Bookings with the Hirer, including any confirmed Bookings.

The bond will be released via electronic transfer within 21 days of the Booking if the following conditions are met:

- Keys are returned;
- The Facility is left in a clean and tidy state; and
- There is no damage caused by the Hire, the Hirer's invitees or user group.

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

22. COMPLIANCE WITH LOCAL LAWS

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

If the Hirer intends to sell food at the Facility, the Hirer must obtain a permit from the City's Environmental Health Services and other appropriate trading permits – refer to Clause 30.

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*, *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 hiring a Facility for the purpose of hosting a special event, the Hirer 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 or Public Open 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.



Terms of Conditions of Hire continued

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 Facility 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. Any repair to damaged underground services will be at full cost to the Hirer. All pegs, stakes etc. are to be removed at the end of the Booking to avoid future damage.

In accordance with Clause 19, 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.

27. AMUSEMENT ACTIVITIES (BOUNCY CASTLES ETC)

No Amusement Activities are to be erected at any Facility 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 require public liability insurance for at least \$20 million dollars including, but not limited to:

- (a) Bouncy Castles or similar;
- (b) Petting zoos;
- (c) Motorised activities; or
- (d) Pony rides etc.

A copy of the Certificate of Currency is to be provided to Recreation Services and any other documentation deemed necessary by the City 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 Facility without prior written approval from Recreation Services.

29. INSURANCE

The Hirer must hold current Public Liability Insurance to the value of \$20 million, or to another value as agreed by the City, if:

- Hiring the room or Facility more than 12 times in a calendar year;
- A sporting body, club, association, corporation or incorporated body (even if you are hiring less than 12 times in a calendar year); or
- Holding an event that is open to the public.

The Hirer must provide the City with a copy of the Certificate of Currency of any such insurance. Failure to provide evidence of insurance entitles the City to revoke the hire agreement.



Terms of Conditions of Hire continued

If the Hirer is hiring the room or Facility less than 12 times in a calendar year for non-commercial or non-profit making purposes AND is not a sporting body, club, association, corporation or incorporated body, the Hirer will be covered under the City's Casual Users Liability Insurance.

30. SALE OF FOOD

If the Hirer, or Hirer's Agents intend to sell food the Hirer is 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

No line marking is authorised without **obtaining prior consent** from the City.

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 the environment. Failure to use correct product for line marking may incur maintenance charges to repair the affected area.

32. STORAGE

The City accepts no responsibility for any items left at the Facility by the Hirer or Hirer's Agents. The City accepts no responsibility for the loss, theft, damage or use by other parties of any items belonging to the Hirer or Hirer's Agents.

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 these Terms and Conditions. In the event of any conflict between these Terms and Conditions and the Special Conditions, the latter shall apply.

34. CANCELLATION OF BOOKINGS BY THE CITY OF MANDURAH

The City reserves the right to cancel or reschedule a Booking to allow alternative use of the Facility 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 pose an unmitigated risk to the safety of the community, 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.

