

# Mandurah Schools Sports Carnival Application Form

**City of Mandurah Recreation Services**

3 Peel Street, Mandurah (PO Box 210)

Phone: 9550 3601

Fax: 9550 3737

Email: recreationservices@mandurah.wa.gov.au

*This form is an application only and must be submitted by the closing date listed below. Your booking is not approved until the City of Mandurah are satisfied with all sections of the application and a confirmation letter is issued. Any late or incomplete application may inhibit the chance of receiving the requested venues, times or dates.*

<b>NAME OF SCHOOL OR ORGANISATION:</b>
<b>POSTAL ADDRESS:</b>
<b>NAME OF CARNIVAL:</b>
<b>Person Responsible for this booking</b>
<b>Contact Phone No. (during business hours):</b>
<b>Email Address:</b>
<b>2<sup>nd</sup> Contact for this booking:</b>
<b>Contact Phone No. (during business hours):</b>
<b>Email Address:</b>

<b>Approximate number of participants:</b>	<b>Age Range of participants:</b>
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## Public Liability Insurance

Attach a copy of your current Public Liability Insurance cover with your application.

(✓ when completed)

## Marquees/Bins/Food Outlet/Toilets

Will your carnival include any of the following in addition to what is at the facility? Indicate approximate numbers

<b>EXTRA BINS (in addition to what is already on site):</b>	<b>YES</b>	<b>NO</b>
<b>MARQUEES (supplied by hirer):</b>	<b>YES</b>	<b>NO</b>
<b>FOOD OUTLETS (organised by hirer):</b>	<b>YES</b>	<b>NO</b>

## Line Marking

Please indicate who is doing your line marking and the colour of the paint. Please note that ONLY water based paint is allowed on City of Mandurah parks and reserves as outlined in the attached conditions of hire.

<b>NAME OF LINEMARKER:</b>
<b>CONTACT DETAILS:</b>
<b>PAINT DETAILS (ie colour):</b>

## Vehicles

If you require vehicle access to the venue you will need a key to access the gate. Please note that all vehicles MUST be removed from the venue immediately after delivering or picking up equipment etc.

## Fees and Charges

Fees are charged as per the Schedule of Fees and Charges approved by Council in July each year. A \$250 bond is payable for all Sports Carnivals held on City of Mandurah active reserves. Following an inspection of the ground your bond may be deducted if any repairs to the ground (ie reticulation) or facility, cleaning of buildings (ie change rooms) or a special rubbish collection is required. Bonds are refunded three weeks after the last event of the year.

**PLEASE NOTE:** An authorised person from your school/organisation is required to sign the declaration below as part of your booking application that you have read, understood and agree to the conditions of the hire. Please ensure you have read them thoroughly.

## Mandurah Sports Carnivals

Please indicate what facilities you require at the ground.

<b>Name of Ground:</b>								
Day/Date	Start Time	Finish Time	Oval 1	Oval 2	Kiosk	Change rooms	Power	Other (Specify)
<b>Backup dates in case of rain:</b>								
<b>Second Preference for Venue:</b>								

**Oval Layout** (please draw details of set up required below)

# **CONDITIONS OF HIRE – SPORTS CARNIVALS**

## **1. BOOKING APPLICATION**

Usage of Council's facilities or reserves must be applied for by completing the *Mandurah Sports Carnival Application* form and returning the completed form to  
Recreation Services, City of Mandurah, PO Box 210, MANDURAH WA 6210.

## **2. CONFIRMATION OF BOOKING**

All applicants must follow the procedures outlined in the *Mandurah Sports Carnival Application* form. The Hirer will be responsible for ensuring the use of the Facility/Reserve complies with the approved purpose and all other conditions of hire. Any Hirer granted approval to use a Council Facility/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/Reserve bookings forms part of these conditions.

## **4. USAGE TIMES**

Approval to use a Council Facility/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 *Mandurah Sports Carnival Application* form. If the carnival 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 and 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. It is the Hirer's responsibility to provide any equipment necessary to ensure the premises are left clean and tidy. No cleaning equipment is provided by the City. This also includes mops and vacuum cleaner.

## **6. SECURITY**

Licensed security is not required for Sports carnival.

## **7. ATTENDANCE CAPACITIES IN BUILDINGS**

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.

## **8. ADVERTISING**

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

## **9. KEYS**

Keys are obtained from Recreation Services at the Mandurah Aquatic and Recreation Centre between 8.30am and 5.00pm weekdays 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 Recreation Services 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. 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.

## **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. 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 or the Department of Racing, Gaming and Liquor. 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 the facility.

## **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 do all possible to ensure the safety of all persons attending the event.

## **13. INSURANCE**

If you are hiring a facility more than 12 times in a calendar year, you will need to provide Public Liability Insurance to the value of \$10,000,000. If you are hiring a facility 12 times or less in a calendar year, and are a non-commercial, non-profit making and non-incorporated hirer, you are covered under the City's *Casual Users Liability Insurance*. If you are hiring a facility 12 times or less in a calendar year and you are a sporting body, club, association, corporation or incorporated body, you will need to provide current Public Liability Insurance to the value of \$10,000,000. Regardless of the above, if your event is open to the public, you will need Public Liability Insurance to the value of \$10,000,000.

A certified copy of the Certificate of Insurance is to be attached to the *Regular Facility Hire* application form. Failure to provide evidence of insurance entitles the City to revoke the hire agreement.

## **14. 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.

## **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 event. 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 – 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 Facility/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, reticulation, 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 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 17.

**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 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.

**18. BOND**

Bond amounts are in accordance with the agreed *Schedule of Fees*. These will be reviewed annually as part of the standard Council budgetary process. Failure to pay the bond 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 Hirer bonds, the City has the right to apply your bond to any breach of the conditions including failure to pay seasonal accounts, late cancellation of booking fees, unauthorised use or any other as deemed necessary by the Manager Recreation Services and Centres. Should the available Seasonal or Annual bond amount fall below \$100.00 due to deductions, replacement funds up to the initial amount will be 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. 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.

**22. SPECIAL EVENTS**

The Hirer acknowledges that if they are hiring a Council 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.

**23. VEHICLE ACCESS**

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

**24. 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.

**25. 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.

**26. LINEMARKING**

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

**27. SIGNAGE**

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

**28. STORAGE**

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

**29. 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.

**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 .....