

CASUAL APPLICATION TO HIRE A FACILITY AND/OR RESERVE

City of Mandurah Recreation Services

3 Peel Street, Mandurah (PO Box 210)

Phone: 9550 3601

Fax: 9550 3737

Email: recreationsservices@mandurah.wa.gov.au

APPLICANTS MUST BE OVER 18 YEARS OF AGE

Name: _____

Address: _____

Phone: _____

Email: _____

Name of Organisation if applicable: _____

Organisation type: GOVT NFP COMMERCIAL COMMUNITY SCHOOL OTHER

Do you/your organisation hold Public Liability Insurance? Yes/No Value: _____

Venue Name: _____ 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 booked from 6am until 8am.

Type of Function/Activity NAME: _____ (if applicable)

Party 18th/21st

Fundraising Event

Seminar/Workshop

Meeting

Performance

School Activity

Wedding Reception

Other _____

Estimated Attendance No's Adults (Over 18) _____ Children (Under 18) _____

Will you be selling food?

Yes

No

(If Yes Health Services will require a minimum of 2 weeks' notice after Temporary Food Stall Application is received)

Will ALCOHOL be consumed?

Yes

No

Note: A fee of \$30.00 will be charged and a permit issued to the above applicant.

Will Bulk Alcohol/Keg to be served?

Yes

No

Will ALCOHOL be sold?

Yes

No

Note: If liquor is to be sold, a second permit must be obtained from the Department of Racing, Gaming and Liquor. <http://www.rgl.wa.gov.au> Copy to be provided to Recreation Services before booking is approved.

Will SECURITY be arranged?

Yes

No

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#260250 & 95219

Insurance security is mandatory for 18th and 21st birthday functions. Please refer to point 7 in the **Conditions of Hire**. The party is required to be registered with WA police by going to www.police.wa.gov.au. (proof required). Permit to be cited and copy retained by Recreation Services.

I am over the age of 18 years and agree that the above booking details are tentative until confirmed by the Community Facility Bookings Officer.

SIGNATURE _____ DATE _____

Conditions of Hire

Please read the following carefully prior to completing your Casual.

Application to Hire Facility and or Reserve

APPLICANTS MUST BE OVER 18 YEARS OF AGE

1. BOOKING APPLICATION

Usage of Council's facilities or reserves must be applied for by completing the *Casual Application to Hire Facility and or Reserve* 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 *Casual Application to Hire Facility* 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. CANCELLATION PROCEDURE

All cancellations must be submitted in writing to the Recreation Services and receipt acknowledged in writing. For all casual bookings that are cancelled within 1 calendar month of event, a hire fee of 50% will be retained and cancellations made within 14 days of event will have a 75% hire fee retained. Any monies to be refunded to hirer will be calculated and returned by way of a Cheque Refund by the City of Mandurah within 21 days of cancellation.

4. SCHEDULE OF FEES

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

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5. 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 *Facility/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

6. 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.

7. SECURITY

Licensed security is mandatory for all 18th and 21st birthday party functions and if requested by the Manager of Recreation Services. The event must be registered with the WA Police on www.police.wa.gov.au. Documented proof of security arrangements and party registration must be provided at the time of full payment or earlier. For any other functions where alcohol will be consumed, we strongly suggest you arrange adequate security.

8. 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.

9. ADVERTISING

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

10. KEYS

Keys are obtained from Recreation Services at the City of Mandurah 3 Peel Street, between 1.00pm and 4.30pm 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.

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11. 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 unless authorised by City of Mandurah. 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 Department of Racing, Gaming and Liquor. Allow 14 days for this process. The City of Mandurah strongly suggests that alcohol or other drinks are not served in glass containers (including stubbies, bottles and glasses) and should 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.

12. SMOKING

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

13. 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.

14. INSURANCE

If you are hiring a facility more than 12 times in a calendar year, you will need to provide Public Liability Insurance for 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 for the value of \$10,000,000. Regardless of the above, if your event is open to the public, you will need Public Liability Insurance for 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.

15. INDEMNITY

Upon acceptance of the hire, the Casual or Regular 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.

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16. 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 – 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.

17. 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.

18. 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.

19. 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 stipulated in your contract 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.

20. 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.

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21. 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.

22. 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.

23. 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.

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. Please ensure any stakes and or pegs are removed to avoid damage to equipment.

26. SALE OF FOOD

If you intend to sell food you are required to complete an *Application for Approval to Operate a Temporary Food Stall* form to be submitted to City of Mandurah Health Services – healthservices@mandurah.wa.gov.au

27. LINEMARKING

Permission is required from Recreation Services – City of Mandurah prior to any line marking. 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.

28. SIGNAGE

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

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

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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.

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