

## 1. Advertising & Signage

- 1.1 Signage may be permitted subject to compliance with the City's [Advertising on Public Open Space Policy](#). Signage and other material including posters and flyers are subject to the approval of the City

## 2. Alcohol & Gaming

- 2.1 The Hirer is responsible for ensuring that all Liquor and Gaming Licences necessary for the booking are in place, and that alcohol is not consumed on the premises without a valid Liquor Licence and prior approval from the City.

## 3. Applications & Confirmations

- 3.1 All applicants must be at least 18 years of age and show proof of age if requested
- 3.2 Approved Hirers may not transfer the right to hire to another person or organisation
- 3.3 All bookings are tentative until a booking confirmation email is received from the City
- 3.4 Hirers shall comply with Local Government and Public Property Local Law 1999
- 3.5 The City of Wanneroo reserves the right to refuse to let a facility or any portion thereof without assigning any reason for refusal
- 3.6 In the event of several applications for the hire of any portion of the facility, the City reserves the right to determine which application the hiring shall be granted, except when renewing existing bookings (subject to meeting application deadlines)

## 4. Bonds

- 4.1 All bonds are due 14 days prior to the booking date. Failure to pay the bond by this date may result in the immediate cancellation of booking
- 4.2 All or part of the bond may be forfeited if the Conditions of Hire are not adhered to
- 4.3 Bonds will be refunded via cheque to the person named on the bond receipt
- 4.4 The Hirer is responsible for notifying the City of any damages prior to the booking
- 4.5 Any hire, cleaning, staff, or damage fees in addition to the latest issued Kingsway Indoor Stadium Booking Contact / Tax Invoice as a result of the booking may be deducted from the bond

## 5. Bulk Bookings

- 5.1 Bulk bookings can only be made for a maximum of ten (10) weeks at a time
- 5.2 Bulk bookings are inputted as per the stadium's 10 week calendar cycle
- 5.3 Bulk booking applications will only be processed within two (2) weeks of the start of the next 10 week cycle and will remain pending if submitted earlier until such time
- 5.4 Bulk booking applications submitted for the current 10 week cycle will cease at the end of that current 10 week cycle
- 5.5 Bulk booking applications cannot be submitted more than one cycle in advance
- 5.6 Bulk booking fees are set in accordance with the City's Schedule of Fees and Charges and are payable in full no later than 7 days prior to the commencement of the hire. Failure to make payment before this time may result in all bookings being cancelled
- 5.7 A [Casual Booking Form](#) must be completed for each cycle / bulk booking application
- 5.8 Hirers with a current bulk booking are given first priority to renew their bookings; however applications must be received before the end of week 6 of the current cycle
- 5.9 Late applications are subject to availability and Clauses 3.5 and 3.6
- 5.10 Cancellations and/or alterations must be received in writing via email to [kingswayindoorstadium@wanneroo.wa.gov.au](mailto:kingswayindoorstadium@wanneroo.wa.gov.au), or made via the online [Cancellations & alterations form](#) more than 48 hours before the booking start time. A credit will be placed on the booking account for any cancellations made within the required notice period
- 5.11 Please note that If all or part of bookings fall within 4:00pm to 10:00pm Monday to Friday, these bookings are susceptible to cancellation at any given notice

### 6. Cancellation & Alterations

- 6.1 The City of Wanneroo reserves the right to cancel or amend any bookings but will give 4 weeks written notice. For amendments to existing bookings as much notice as possible will be given
- 6.2 For all bookings made via a [Booking Application Form](#) (in agreement of the *Booking Confirmation*) cancellation and/or alteration requests must be received in writing via email to [kingswayindoorstadium@wanneroo.wa.gov.au](mailto:kingswayindoorstadium@wanneroo.wa.gov.au), or made via the online [Cancellations & alterations form](#) more than 14 days before the booking date. Failure to provide at least 14 days' written notice will result in the hire fees being charged

### 7. Cleaning & Housekeeping

- 7.1 The use of the following items is strictly prohibited within Kingsway Indoor Stadium; helium balloons, henna ink, incense, smoke machines, confetti, glitter, nails, screws, fixings any other similar items or materials
- 7.2 For events and large bookings when instructed, Hirers must arrange a bulk bin to cater for the rubbish generated by the booking, and are responsible for the removal of all rubbish and waste off site during, and at the immediate completion of the event
- 7.3 All rubbish must be put in the general bins provided within the stadium
- 7.4 Tables and chairs must be cleaned and wiped down after each use and returned to the correct storage area by the Hirer. Chairs must be stacked no more than 10 high.
- 7.5 All decorations must be removed after the completion of booking. No decorations are to be fixed to fans, air conditioners or heating appliances
- 7.6 Posters, flyers and other advertising material cannot be displayed without prior consent of the City Where approved, material must be taken down at the immediate completion of the booking. Failure to do so will result in the disposal of such material
- 7.7 Hired facilities and equipment must be left clean and as found immediately after use
- 7.8 All cleaning products and equipment required must be arranged by the Hirer
- 7.9 Any required cleaning must be completed by the Hirer within the agreed hours of hire
- 7.10 Hirer's must complete a pre and post booking checklist at the discretion of the City staff member on duty. A copy is available from the Administration Officer

### 8. Closure of Facilities / Breakdowns

- 8.1 Facilities may be closed down at any time by City of Wanneroo Officers or Police Officers should the Conditions of Hire not be maintained or adhered to
- 8.2 The City reserves the right to close part or all of Kingsway Indoor Stadium at any time to facilitate maintenance or OSH requirements
- 8.3 In the event of a breakdown in services, utilities, equipment etc., no responsibility will be accepted by the City of Wanneroo

### 9. Fees

- 9.1 All hire fees, staff fees, and bonds are per the City's Schedule of Fees and Charges and are payable in full prior to the commencement of the booking or as per the payment date shown on the *Tax Invoice*
- 9.2 Failure to pay hire fees within 60 days of the due date may result in the suspension and/or cancellation of current and future bookings
- 9.3 Applications to waive fees and charges will be considered under the City's [Donations, Sponsorships and Waiver of Fees and Charges Policy](#)

- 9.4 Staff fees are charged for all additional staff members (maximum 2) required for the booking, and for any hours worked outside the stadium's normal operating hours, including time spent staff cleaning, fixing, or reporting items as a result of the booking

## 10. General

- 10.1 Hirers and all associated patrons shall comply with the stadium's Conditions of Entry and Code of Conduct at all times
- 10.2 Smoking is prohibited inside or within 5m of any doorway of the stadium
- 10.3 Failure to adhere to these Conditions of Hire and all parts of documents referenced therein, may result in booking cancellations and/or additional hire fees and/or deduction(s) from bond monies paid
- 10.4 These Conditions of Hire are subject to change at any time and will be provided to Hirer's via email if/when they are changed

## 11. Hired Facilities & Booking Times

- 11.1 Hirers and associated persons are not permitted to access non-hired areas (excluding walkways/viewing areas and amenities) and are not permitted to access hired areas outside of agreed booking times
- 11.2 Hirers cannot access hired facilities before the agreed booking start time and must vacate the hired facility at the booking end time, or as per City Staffs request. Failure to do so will result in applicable hire fees being charged
- 11.3 Hirers must report to reception at each booking for court/room allocation, and if a non-invoiced booking to make payment before entering hired facilities
- 11.4 The City reserves the full right to terminate the booking at the original agreed time
- 11.5 The curfew for bookings at Kingsway Indoor Stadium is the Stadium's regular operating hours unless prior written approval has been given by the City through the Kingsway Booking Confirmation to book outside of these times
- 11.6 Additional hire fees and staff fees will be charged at a minimum of 30 minutes

## 12. Insurance

- 12.1 Hirers are responsible for ensuring all relevant insurances are in place for their bookings. Any incorporated body, association, sporting group or a person/organisation making a profit, and any Hirer whom hires the facility more than 12 times in a financial year is not covered by the City of Wanneroo's Casual Hirers Liability Insurance and is responsible for arranging their own appropriate insurance cover

## 13. Noise

- 13.1 All noise levels must be controlled by the Hirer and must comply with the Environmental Protection (Noise) Regulations 1997
- 13.2 The costs of an Environmental Health "call out" to the facility or reserve during its period of use shall be deducted from the hirer's bond
- 13.3 Complaints received from neighbouring properties may jeopardise future bookings
- 13.4 Where noise levels are deemed too excessive by the city Staff member on duty and is not corrected by the Hirer, the City reserves the full right to shutdown the booking immediately. No refunds will be given in this instance
- 13.5 Hirer's must consider fellow Stadium users in regards to noise and must rectify the issue if the noise is deemed excessive by the City staff member on duty

## **14. Parking & Traffic Management**

- 14.1 The obstruction of emergency vehicle bays is strictly prohibited at all times
- 14.2 Parking must be within the designated bays
- 14.3 For events and large scale bookings where instructed, the use of the front car park shall be restricted to officials, staff and athletes only. Spectators must park at the rear of the stadium
- 14.4 For events and large scale bookings where instructed, the engagement and use of directional signage, traffic management plan, and car park attendants is required

## **15. Safety**

- 15.1 Hirers are responsible for the safety of all persons associated with their booking
- 15.2 The capacity of each area of the facility shall not be exceeded at any time as per the stadium's Health Regulations (Public Buildings) 1992 Certificate of Approval
- 15.3 The Hirer is responsible for ensuring a First Aid Officer is present for any event/large booking, sports carnival, tournament, championship, or other similar event
- 15.4 The Hirer shall comply with the provisions of the Health Act, Liquor Act, Police Act and Criminal Code, or any other Act in force
- 15.5 For events and large scale bookings where instructed, Hirer's shall ensure licensed crowd control staff are present at a ratio of 1:50 patrons
- 15.6 The Hirer is responsible for maintaining the safety of hired facilities, shall keep risks as low as reasonably practicable and immediately alert a City staff member on duty
- 15.7 Hirers are responsible for the safety of activities being undertaken

## **16. Sports Floor**

- 16.1 The use of talcum powder, chalk, oils, sawdust, resin, cloth tape or other similar materials on the sports floor is strictly prohibited
- 16.2 Plants or containers holding water are not permitted on the sports floor
- 16.3 Tape and markings are prohibited unless prior approval in writing has been given by the City
- 16.4 Food and drink (excluding sealed drink/sports bottles) are not permitted on the sports floor
- 16.5 For events and large scale bookings where instructed, floor protection shall be required at the arrangement of the Hirer
- 16.6 If the sport floor is scratched or damaged by the Hirer as a result of the booking, the Hirer shall be charged for any restoration costs

## **17. Storage & Hirer's Equipment/Possessions**

- 17.1 Hirers shall maintain the cleanliness of their hired storage area
- 17.2 Storage is permitted as per the stadium's storage agreement
- 17.3 The storage of alcohol and gas bottles within the stadium is strictly prohibited
- 17.4 The City accepts no responsibility for loss, damage or theft of any items left in storage or other areas within the stadium. All items are left at the Hirers own risk
- 17.5 The City reserves the right to cancel and alter storage agreements at any time
- 17.6 All hirer's equipment and property are to be removed from the Stadium on the completion of the booking, unless prior approval has been given by the City
- 17.7 The City accepts no responsibility for the loss, damage or theft of any items left at Kingsway Indoor stadium by the Hirer or its subsidiaries. Hirers are not permitted to erect or install any equipment without prior approval from the City