

CONDITIONS OF HIRE - COMMUNITY FACILITIES

Pursuant to the [Public Places and Local Government Property Local Law 2015 \(Local Law\)](#), the City grants to the hirer, a non-exclusive licence to access and use a facility, subject to the terms and conditions below and within the Local Law. Hirers are to ensure they have read and understood these Conditions of Hire (**Conditions**) and the City of Wanneroo Facility Use and Hire Policy prior to commencement of the hire.

- 1. ACCESS**
 - 1.1. Keys/access cards are available from the City's collection point thirty (30) minutes prior to commencement of a casual booking, and should be returned within 30 minutes of the completion of the hire.
 - 1.2. Entry to the facility is for the approved days and times, as specified in the license. Any unauthorised access may result in the hirer being liable for costs of additional cleaning or maintenance.
 - 1.3. Keys/access cards cannot be transferred.
 - 1.4. Replacement of lost or damaged keys/access cards may result in an additional charge to the hirer.
 - 1.5. For seasonal and annual hirers, keys and/or security access cards will be issued prior to commencement of the hire period and must be returned at the end of the hire period.
 - 1.6. Regular seasonal hirers may be permitted to continue to hold keys/swipe cards during off-season with the permission of the City.
- 2. ALCOHOL, GAMING & FOOD**
 - 2.1. The hirer is responsible for ensuring compliance with all relevant Act, local law, and regulations relating to any of these activities.
 - 2.2. Requests for permission to consume, supply or sell alcohol within City facilities must be made when submitting a request to hire.
 - 2.3. Subsidies are not available for activities or events where consumption or sale of alcohol is present when the attendees are predominately juniors.
 - 2.4. Storage of alcohol on any facility is not permitted.
 - 2.5. The hirer must submit a Food Business Notification and Registration form to the City, as required under the *Food Act 2008* if sale or service of food items is intended (fees are not required for fund raising/community and charitable organisations). Further details may be found on the City of Wanneroo [website](#).
 - 2.6. All food handlers using City facilities must complete the FoodSafe Online course, which is free of charge from the following website <https://www.ehawa.org.au/products/foodsafeproducts/foodsafeproducts-online> and provide the printed certificate to the City.
- 3. ANIMALS**
 - 3.1. Animals (except assistance animals) are not permitted at any City facilities, unless permission is sought at the time of the request to hire, and provided as part of the license agreement. Please refer to the [Circuses and Performing Animals Policy](#) for further information.
- 4. APPLICATIONS/AMENDMENTS AND PERMITTED PURPOSE**
 - 4.1. All applicants must be at least 18 years of age.
 - 4.2. Applications need to be submitted no later than 7 calendar days prior to the booking date.
 - 4.3. Applications submitted on behalf of a club, group or organisation must be made by the person authorised by the club, group or organisation.
 - 4.4. Bookings are not confirmed until a completed application has been submitted and approved and the Conditions are accepted and agreed to.
 - 4.5. The City permits use of City reserves by adjacent schools (government schools only) for school activities during school hours on school days. Outside of school hours, schools wishing to hire an adjacent reserve are required to submit an application in accordance with the usual booking process.
 - 4.6. When hiring a reserve on a seasonal basis, the hirer is entitled to the use of any changing rooms, public toilets, multi-purpose rooms and storage areas located at that reserve for the duration of their hire, plus one hour. Any use of kitchens and multi-purpose rooms beyond one hour will incur an additional fee in accordance with the Schedule of Fees and Charges.
 - 4.7. Booking times must include setup and take-down, including cleaning and deliveries/pick-ups.
 - 4.8. The City supplies and services a maximum number of bins for each facility, as determined by the City. Any additional bins required, is the responsibility of the hirer and at their own costs.
 - 4.9. Where applicable, tentative bookings arising from an enquiry will be held for a maximum of 7 days pending submission of a complete application.
- 5. BONDS**
 - 5.1. The bond is security for any damage to a facility and/ or the costs and expenses incurred by the City as a result of breach of the Conditions by the hirer or any person authorised by the hirer.
 - 5.2. The requirement of bond is at the City's sole discretion. The amount of bond levied is determined by the City's Schedule of Fees and Charges for the respective financial year and as amended from time to time.
 - 5.3. Where applicable, bonds must be paid with facility hire fees a minimum of 7 days prior to the date of commencement of hire or, for short notice bookings, paid at the time of booking.
 - 5.4. Bond payments cannot be waived under any circumstances.
 - 5.5. The bond, or part thereof, may be forfeited if the Conditions are not complied with.
 - 5.6. Reimbursement of the bond will be made to the hirer, within 28 business days of completion of hire.
- 6. CONDITIONS**
 - 6.1. The Conditions may be amended by the City from time to time with due notice being provided to the hirer of the amendments.
- 7. HOURS OF ACTIVITY**
 - 7.1. Activities and functions at Community Facilities are restricted between the times below:

Buildings	
Sun – Thu	8:00 am to 10:00 pm
Fri & Sat	8:00 am to midnight
Reserves	
Sun – Thu	7:00 am to 10:00pm
Fri & Sat	7:00 am to 11:00pm
 - 7.2. The City may, from time to time, impose different hours of activity on specific facilities/activities, and these will be detailed as special conditions within the contract.
- 8. HOUSEKEEPING**
 - 8.1. Prohibited items at City facilities and/or buildings:
 - a) use of confetti, rice or similar materials;
 - b) use of blue or yellow tack, any form of sticky tape, thumbtacks and adhesive hooks;
 - c) driving of nails and screws or similar into any part of a building; and
 - d) release of helium balloons.
 - 8.2. Pursuant to the requirements of the Local Law, the Hirer's responsibility includes but is not limited to:
 - a) reporting any damage or defacement to the facility;
 - b) placing rubbish in the bins provided or removing the bins from the facility if the bins are full;
 - c) setting up of any rooms;
 - d) where tables and chairs are provided, cleaning and returning them to the correct storage area in a safe manner. Chairs must be stacked in accordance with instructions provided;
 - e) removing decorations at the end of the hire. No decorations are to be fixed to fans, air conditioners or heating appliances;
 - f) leaving all areas and the City's equipment in a clean and tidy condition immediately after use;
 - g) providing their own equipment and products required to clean the facility after use e.g. vacuum, mop, broom, cloths, dustpan and brush, cleaning products;
 - h) providing crockery, cutlery and table linen if required, and removing them after use;
 - i) ensuring any personal electrical equipment used within the facility is in safe working order. Power points and power boards must not be overloaded and any costs incurred to rectify issues as a result of faulty electrical equipment or overload may be charged to the hirer;
 - j) removing all equipment, food and consumables provided by the hirer at the end of the booking;
 - k) switching off all lights, electrical equipment and air-conditioning/heating prior to leaving the facility; and
 - l) locking all doors and windows and turning on the security alarm as per the available instructions prior to leaving the facility.
 - 8.3. The City reserves the right to recover costs from the hirer for after-hours attendance and for any loss or excessive damage to a facility or its fixtures and fittings, as determined by the City.
- 9. INSURANCE**
 - 9.1. Public liability insurance is required with a limit of not less than \$10,000,000 for any one claim and unlimited in the number of occurrences to cover the liability of the hirer in respect of loss/damage to property or injury, arising out of the facility hire.
 - 9.2. Certificates of Currency must be provided upon request, prior to commencement of the hire.
 - 9.3. If the Hirer does not hold public liability insurance, they must inform the City prior to the commencement of the hire.
 - 9.4. The hirer is responsible for ensuring that any other party participating in an event or activity at a City facility (vendors and activity operators) is insured in accordance with the requirements of 9.1 above.
 - 9.5. The City extends public liability cover to individuals and small groups, hiring on a casual basis, who may not have the ability to purchase such cover.
- 10. INDEMNITY**
 - 10.1. The hirer agrees to indemnify the City, its servants and agents, from and against all claims, demands, writs, summonses, actions, suits, proceedings, judgments, orders, decrees, damages, costs, losses and expenses of any nature whatsoever which the City or their servants and agents may suffer or incur in respect of:
 - a) the death of, or injury suffered by, any person; or
 - b) injury or damage to any kind of property or thing, caused by, contributed to, or arising out of or in connection with, whether directly or indirectly;
- 11. NOISE**
 - 11.1. All noise levels must be controlled by the Hirer and must comply with the *Environmental Protection (Noise) Regulations 1997*.
 - 11.2. Doors and windows should remain closed when music is being played.
 - 11.3. Noise must be reduced to a reasonable level after 10.00pm and must cease completely by midnight.
 - 11.4. The City reserves the right to recover from the hirer, the costs of a call-out arising from a noise-related complaint.
- 12. PARKING**
 - 12.1. Parking availability is not guaranteed. These are public areas, and may be utilised for other activities.
 - 12.2. Where available, parking at City facilities should be within designated parking bays.
 - 12.3. Vehicular access onto reserves is prohibited unless approved by the City.
- 13. PAYMENT OF FEES**
 - 13.1. Facility hire 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.
 - 13.2. Applications for subsidised use may be considered upon submission of satisfactory supporting evidence.
 - 13.3. Seasonal booking payments are due no later than 6 weeks after the commencement of the season.
- 14. REGULATORY REQUIREMENTS**
 - 14.1. It is the responsibility of the hirer to ensure that all necessary regulatory requirements are met and maintained throughout the hire period. This may include police clearances, working with children checks, and specific licences or approvals pertaining to activities or events to be undertaken.
 - 14.2. By applying to hire a facility, the hirer undertakes to obtain, maintain and produce upon request all mandatory approvals and licences pertaining to the activity or event, prior to commencement and for its duration.
- 15. SAFETY**
 - 15.1. The hirer is responsible for the safety and behaviour of their invitees, attendees or members.
 - 15.2. The maximum capacity of each area of the facility must not be exceeded at any time.
 - 15.3. Provision of adequate first aid consumables is the responsibility of the hirer.
 - 15.4. For high risk hire and/or where required by legislation, the hirer is responsible for organising and implementing security measures such as stewarding and crowd control.
 - 15.5. The hirer shall inform the City of any incidents or injuries to participants that are considered to be beyond normal expectation for the activity.
 - 15.6. The hirer shall inform the City if they are made aware of any guest having a contagious viral condition that may be passed onto other visitors to the facility.
 - 15.7. Some City facilities are covered by internal CCTV
- 16. SIGNAGE**
 - 16.1. Signage may be permitted subject to compliance with the relevant local law and approval by the City.
- 17. SMOKING & SMOKE PRODUCING ITEMS**
 - 17.1. Smoking, and the use of smoke producing items including e-cigarettes and the use of similar devices, is regulated by the *Tobacco Products Control Regulations 2006* includes the following provisions:
 - 17.1.1. A person must not smoke in an enclosed space, as defined in Part 3, Section 8 of the Regulations.
 - 17.1.2. A person must not smoke outside an enclosed public place within 5m of a public entrance (Division 2, 13A(1) of the Regulations), and must not smoke within 10m of an outside air intake for air conditioning equipment (Division 2, 13A(2) of the Regulations).
 - 17.2. Smoke machines within the City's buildings are prohibited.
 - 17.3. Candles or any other item that produces smoke such as incense sticks within the City's buildings is prohibited.
 - 17.4. Fire Brigade callout fees shall be retained from the bond should smoke alarms be activated due to smoking or smoke producing items.
- 18. SPECIAL CONDITIONS**
 - 18.1. The hirer must observe and perform its obligations under any Special Conditions outlined within the booking contract, which will apply and form part of the Conditions.
 - 18.2. In the event of any inconsistency between the Special Conditions and the Conditions, the Special Conditions will prevail to the extent of that inconsistency.
- 19. SPORTS GROUNDS**
 - 19.1. Sports floodlighting will only be available in conjunction with an approved sports ground booking.
 - 19.2. Activities requiring sports floodlighting will only be approved if the level of lighting is sufficient for the type and level of activity being undertaken. Please see the Sports Floodlighting Policy for further information.
 - 19.3. Sports floodlighting is restricted after 10pm. Request for sports floodlighting after 10pm must be included in the application and is considered on a case by case basis.
 - 19.4. Line marking is the responsibility of the hirer. The City may shift goals on grounds throughout the season to manage turf wear, resetting of line marking will remain the responsibility of the hirer.
- 20. STORAGE**
 - 20.1. For seasonal and annual bookings, and where available within the facility, storage space may be offered to store essential equipment necessary for the activity.
 - 20.2. Where storage is offered, the hirer is responsible for maintaining the cleanliness of storage areas.
 - 20.3. City staff will require access to storage areas and these areas must be maintained in a safe condition.
 - 20.4. The City does not accept responsibility for any damage or loss of stored items or equipment, including areas of shared storage. Hirers are required to maintain their own insurance to cover any loss.
 - 20.5. The storage of alcohol and gas bottles are prohibited.
 - 20.6. Upon completion of an annual or seasonal booking, stored items and equipment are to be removed unless prior written approval has been provided by the City for off-season storage.
 - 20.7. Articles and goods left during and after the hire of a facility are left at the hirer's risk, and are subject to disposal as per the *Local Law*. The costs incurred in the removal of the hirer's articles and goods are borne by the hirer.
- 21. SUSPENSION, CANCELLATION AND AMENDMENT OF LICENSE**
 - 21.1. The hirer may cancel a booking provided written notice is received no later than 3 calendar days prior to commencement of the hire to receive a full refund of facility hire fees.
 - 21.2. The City may, in its discretion cancel, suspend or amend a facility booking if:
 - a) the hirer is in breach of any of the Conditions;
 - b) the facility is no longer available due to unscheduled repairs, urgent maintenance or if the City determines that the facility poses an unacceptable risk to public safety;
 - c) the Conditions (for a public community event) have not been met, including failure to obtain required statutory approvals;
 - d) the hire fees have not been received;
 - e) changes to maintenance schedules are required;
 - f) the facility is not fully utilised in accordance with the Conditions; or
 - g) an emergency management plan is activated.
 - 21.3. Where the facility is not fully utilised, the City reserves the right to cancel or amend the hire to allow access for other users and/or to accept other bookings for that facility.
 - 21.4. Where the City suspends a hire including disabling swipe card access and sports floodlighting, reasonable written notice will be given to the hirer.
 - 21.5. If the City is required to cancel a hire, or part of a hire, reasonable written notice will be provided to the hirer, and a refund or alternative venue will be offered.
 - 21.6. The City reserves the right to close, or remove access to a facility or reserve at any time to facilitate urgent maintenance or if it is required in the public interest (safety). Where possible, an alternative option will be offered.
 - 21.7. The City may cancel the hire if the City are not satisfied with the insurance requirements of section 9 being met.
- 22. USE OF RESERVE FACILITIES AND PUBLIC OPEN SPACE**
 - 22.1. Parks and reserves are designated as Public Open Spaces. As such, the City cannot offer exclusive use for any booking and cannot exclude any member of the public from entering any ground, reserve or park.
 - 22.2. The hirer is responsible for installing and removing of sporting equipment, for line marking of grounds and providing any other equipment related to ground marking for sporting purposes. Only water-based marking paint is permitted on City reserves.
 - 22.3. Reticulation and pipes on grounds are not to be removed or interfered with in any way.
 - 22.4. The City does not guarantee access to power for park or reserve bookings.
 - 22.5. No pointed objects are to be driven into any reserve unless approved by the City e.g. tent pegs, star pickets etc.
 - 22.6. No object shall be attached, hung or tied to any tree or plant.
 - 22.7. Dragging of tyres on parks or use of resistance bands around trees is strictly prohibited.
 - 22.8. Vehicular access onto reserves is prohibited unless approved by the City.
 - 22.9. Use of glass bottles is not permitted on any reserve.
 - 22.10. Upon leaving a reserve, the hirer is responsible for ensuring that all temporary equipment is removed.
 - 22.11. The City reserves the right to recover from the hirer, the cost of repair or additional maintenance caused by damage incurred as above.
- 23. DISPUTES**
 - 23.1. Any dispute in relation to the interpretation of the Conditions or the use of a facility will be referred to an authorised officer of the City, whose decision will be final and conclusive.
- 24. SPECIAL CONDITIONS**
 - 24.1. **Public Health and Social Measures**
 - a) It is the responsibility of the hirer to manage their bookings in-line with any advice issued by the State or Federal Governments.
 - b) Any advice shall be read in conjunction with these Conditions. Advice that contradicts these Conditions, shall prevail over these Conditions.
 - 24.2. **CAMPING**
Authority to camp on Council facilities is regulated through section 3.2 of the *Local Law*.
 - 24.3. **FOOD TRUCK PROGRAM BOOKINGS**
 - a) Hire of parks and reserves for the Food Truck program are subject to approval of an application for seasonal hire.

- b) The registered Food Truck Coordinator will be the named person on the contract, if approved.
- c) Food Truck Program fees are as per the City's Schedule of Fees and Charges.
- d) Trial sites are booked on a casual (not seasonal) basis.

24.4. HELICOPTER LANDINGS

- a) A request to hire a reserve must be submitted for planned helicopter landing.
- b) The pilot is responsible for ensuring all requirements of the Civil Aviation Safety Authority (CASA), Civil Aviation Act and relative Orders are complied with.
- c) Landings at night are not permitted, except in emergency situations.
- d) Hire fees for the grounds are applicable (minimum of an hour booking is required).
- e) Bonds are applicable based on the City's Schedule of Fees and Charges.
- f) Refuelling is not permitted on public open space.
- g) The pilot must have visited the site prior to the hire to undertake his/her own risk assessment and note this in their Safety Matrix.

70. CIVIC FACILITIES – BANKSIA ROOM

- 70.1. A site induction is required for all hirers prior to their activity.
- 70.2. Self-catering is not permitted. All catering is provided through the City's preferred catering contractor.
- 70.3. Hirers are responsible to setup and pack up all equipment. Chairs and tables are to be left in position as instructed during the site induction.
- 70.4. Bonds for Civic Facilities are payable for all external bookings.
- 70.5. The hirer is to vacate the Civic Centre before 9:00pm each day.