

Conditions of Hire - Recurring and Seasonal Facility Hire

Conditions of Hire

Please read the following carefully prior to completing your Recurring Hire Application.

Bookings

All bookings must be on the official application form, which must be completed in full. Please refer to the Shire's Schedule of Fees and Charges, which can be found at the following link <https://portal.lgsolutions.net.au/Fees/Public/SJS> on our website.

Applicants must be 18 years or over.

The Shire reserves the right to refuse any booking if it considers that such a booking is not in the best interests of the preservation of the Shires facilities.

Bookings are coordinated on a Financial Year or seasonal basis, as fees and charges are subject to change annually.

All bookings are subject to the Hirer being responsible for the compliance with legislative requirements including Council Policies, Local Laws and Regulations (see also *Compliance with Legislation and Local Laws*). Maximum occupancy rates are stated on the application form and are to be adhered to.

Use of the facility is for the days, times and activities specified on the booking request and subsequently confirmed by Shire (see also *Confirmation of Booking*).

Hirers who are found to be using the facilities outside of the confirmed booking times and dates will be charged for this use accordingly.

Confirmation of Booking

When the Hirer requests a booking, the Shire will acknowledge the approval or rejection in writing.

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 written consent from Council may result in legal implications.

Cancellation

All changes and/or cancellations must be submitted in writing to the Shire with receipt of this cancellation to be acknowledged in writing. If a hirer cancels the booking four weeks prior, a full refund is applicable. If a hirer cancels less than four weeks prior, 25% of the original booking fee is to be retained by the Shire and the balance refunded.

Payment

For the booking request to be confirmed by the Shire, full payment of the hire fees must be made for the first quarter of the booking. Credit card, cash or cheque (payable to Shire of Serpentine Jarrahdale) options are available. Credit card payments may be made by telephoning 9526 1111 (8.30am to 4.30pm weekdays). Purchase orders may be accepted on prior discussion with Shire. An invoice for the hire fees will be sent upon receipt of the purchase order. Seasonal bookings will be invoiced once numbers of registered players or teams is notified to the Shire.

Bonds

All bonds must be paid in full two weeks prior to the first booking date. Credit card or cash payments are available. We will endeavour to refund the bond within 15 working days from receipt of a Request for Refund application. This will be subject to any keys being returned and an inspection to ensure that the facility has been left in an undamaged, clean and tidy condition.



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If any additional cleaning or repair, due to damage or replacement of missing/stolen items, is necessary as a result of hiring, then part or whole of the bond will be retained and any costs over and above the bond will be incurred by the Hirer. The Shire will hold the bond until dispute/s (if any should arise) or otherwise have been resolved. The Shire will also issue an invoice for any outstanding costs over and above the bond that has been paid.

Seasonal hirers will be refunded all bonds on the return of keys and a completed Request for Refund Application.

Keys

Keys allocated to recurring hirers are to be returned to the Shire within 24 hours of the last booking date.

Seasonal hirers are to return all keys within two weeks of the last booking date each season. Bonds will then be refunded and required to be paid again the following year.

Security

The Hirer is responsible for securing the premises and ensuring that all lights and appliances are turned off and all external doors are locked. In the event the Hirer does not properly secure the building (or causes false alarms), any costs to recover security call out charges, repair to damaged items or replacement of stolen items will be borne by the Hirer. If security staff are required for any function, the costs of such a service will be borne by the Hirer.

Damage to Building and Equipment

Please ensure that any notable damage is reported to the Shire prior to the commencement of your booking, as it may be deemed to have occurred during the course of your booking. The Hirer is responsible for any damage or loss to the building, equipment or collection that may occur while the facility is under hire, or in the event that the facility is left unsecured by the hirer. This includes, but is not limited to, damage to parking bollards, reticulation, piping, trees, shrubs, outside sporting structures such as tennis nets and football/soccer goals, fences, grass, signs, lighting etc. In the event that the costs to clean/repair any damage exceeds the bond the Shire will invoice the Hirer for the full amount of the repair cost. Payment for any damages to be paid as per tax/invoice due date. See also "Security".

Personal Items

The Hirer is responsible for insurance of his/her own equipment/items, as the Shire will not be responsible for replacement of this equipment as a result of the equipment being lost, stolen, or broken on Council's facility.

Room Set Up and Furniture

The Hirer is to return all furniture at the facility to the correct storage area.

Kitchen Facilities and Catering

Hirers using the kitchen must supply their own food, beverages, tea towels, crockery, cutlery and glassware.

Cleaning

It is the responsibility of the Hirer to leave the facility in a clean and tidy condition within the confirmed booking hours. This includes but is not limited to ensuring floors are swept and mopped; benches, stoves, chairs and tables are wiped clean; toilets cleaned and tidied; chairs stacked and tables folded and stored in their original position; all food scraps, rubbish, decorations and equipment are removed.

Hirers to note the Shire does not provide cleaning equipment. Hirers are to provide their own cleaning equipment including mops, buckets and vacuum.

A cleaning checklist is provided at time of booking that can be used as a guide. If cleaning is required as a result of your booking, forfeiture of your bond may occur or an additional fee applied.

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Liquor Licence to sell and Permit to consume alcohol

In accordance with Council Policy 5.1.1 – Alcohol Management, alcohol is to be consumed on the premises, an application is to be completed and a Permit to consume Alcohol will be issued by the Shire of Serpentine Jarrahdale. If Alcohol is to be sold by the hirer, an application must be made to the Department of Racing, Gaming and Liquor (WA).

This must be submitted to the Shire at least fifteen (15) working days prior to the hire date. For further information, the Hirer must contact the Department of Racing, Gaming and Liquor (WA). The consumption of alcohol in any public open space is illegal.

Compliance with Legislation and Local Laws

Noise levels must comply with the Environmental Protection (Noise) Regulations 1997 and kept to minimum between 10pm and 7am. The Hirer acknowledges a breach of the Environmental Protection Act 1986 may result in enforcement action by Police or Environmental Health Officers.

Smoking is strictly prohibited in all Shire facilities. Smoking must be restricted to outdoor areas only (not within five (5) metres of any entry/exit) and any discarded butts disposed of appropriately.

All parking is to be in accordance with the relevant by-laws and road rules.

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.

Displays, Signage and Decorations

Drawing pins, nails, screws or adhesive tape and blue tack must not be used to affix decorations. All decorations are to be completely removed after the event. If any items remain, the cost of removal may be deducted from the bond.

Confetti and silly string must not be used in any Shire facility or on Shire reserves. Balloons must be biodegradable and are not to be released from Shire reserves. The releasing of balloons is an act of litter and biodegradable balloons assist in not contributing to litter and environmental impacts. Please remove all balloons from the facility or reserve after your event.

Vehicle Access

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

Tents / Marquees

No tent or marquee is to be erected at any facility, oval or public open space area without obtaining prior written consent from the Shire. No stakes and/or pickets are to be placed into any part of the ground without Shires consent in order not to damage reticulation. Any repair or damage to the Shires reticulation will be at the expense of the Hirer.

Line Marking

Permission is required from the Shire prior to any line marking. All line markings or ovals 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 oval. Any costs for repairs to ovals due to the use of incorrect chemical's will be invoiced to the hirer.

Deliveries, Storage and Removal

The facilities have limited available storage space. The Shire will not accept liability for any damage or loss to goods left or stored in the facility prior to, during or after an event.



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Prohibitions

The use of smoke machines, dry ice machines and special effects are prohibited at all times. No flammable liquids or other dangerous substances shall be brought to any facility. No live ammunition, gunpowder or fireworks shall be brought to any facility. No candles are to be used.

Activities involving naked flames are not permitted, unless via prior written approval.

Maintenance – Reporting of Issues

As a courtesy to future users of the facility or oval, please report any damage to the facility or equipment that is out of order. If possible please supply photos. The Shire reserves the right to close facilities at any time (with limited notice provided) to conduct maintenance. **After Hours Emergency Contact – 9526 1111**

Insurance

The Shire has Public Liability Insurance which covers not-for-profit and unincorporated casual hirers. All corporations, incorporated bodies and or all Australian Business Number holders such as; seasonal hirers, sports clubs, associations and businesses are expected to have their own Public Liability Insurance.

All Casual Hirers including person or group of persons (not being a sporting body, club, association, corporation or incorporated body), who hires a Council facility for non-commercial or non-profit making purposes, that exceeds more than 12 times per calendar year must provide their own Public Liability Insurance.

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. Electrical distribution power boards are to be protected by Residual Current Devices (RCD's).

Termination clause

Council may terminate a request for hire should these provisions not be complied with. The hirer shall not be entitled to a refund on any amount paid to the Shire for the hire of the facility property, or any part thereof and the Shire shall not be responsible for any loss or damage, which may have been occurred as a result.

Disclaimer

Hirer shall be responsible for the full observance of these conditions and for the maintenance and preservation of good order at the facility and the immediate surrounds throughout the duration of the hire.

Declaration

It is a condition of booking that all hirers conform to directions issued to them by Shire staff and agree to the conditions of hire. The Shire, its employees, servants and agents, shall not be held responsible for any loss, damage or injury (fatal or otherwise), to property or person.

The After Hours Emergency Contact number listed above should only be contacted for reasons pertinent to the facility. For any emergency such as fire, contact 000 directly.

I,.....being the duly authorised representative of the applicant accept full responsibility for the above booking and will ensure compliance with the relevant Conditions of Hire (including applicable Legislation and Local Laws).

Signature Date

