

Local Government Property Amendment Local Law 2013

- The Terms and Conditions of Hire are written in accordance with the *Local Government Property Amendment Local Law 2013* which is available for viewing on the Shire's website at mundaring.wa.gov.au.

Application

- All applicants must be aged 18 years or over. Proof of age may be requested on application.
- Approved Hirers granted permission to use facilities cannot transfer the right of use to another person, group or organisation.
- All bookings and fees are tentative until confirmed by the Shire
- The Shire reserves the right to accept or refuse bookings

High Risk Bookings

- Under the *Local Government Property Amendment Local Law 2013* the Shire may impose additional conditions on bookings it assesses as 'high risk'. These conditions may include a bond, requirement for licenced security at the booking and/or other conditions that the Shire deems necessary to minimise the risk of property damage, vandalism and anti-social behaviour.

Hire Fees

- Hire fees are set in accordance with the Shire's Fees and Charges Schedule.

Bonds

- A bond may be payable for use of Shire facilities.
- The bond will be refunded provided the facility is left in a satisfactory condition and the terms and conditions of hire are adhered to.
- Failure to adhere to the terms and conditions of hire may result in the bond being forfeited.
- The bond will be refunded to the person or organization making payment via cheque or electronic funds transfer.

Cancellation of Bookings

- Hirers may cancel any time up to 14 days before to receive a full refund.
- Hirers will receive a 50% should they cancel their booking with 14 days.
- The Shire may cancel your booking at any time when incidents occur which are deemed outside our control and effect the venues ability to provide the services for which it was contracted to. Any hire fee paid will be refunded.

Hours of Hire

- All set up, including deliveries, and cleaning must be completed within the hours of hire.
- Accessing facilities outside of your booking time is considered a breach of terms and conditions.
- Entry to the facility must not take place until your scheduled start time.
- The facility must be cleaned and vacated by the time indicated on your booking confirmation.

Keys

- Keys to facilities are available for collection and return at the Shire of Mundaring Administration, 7000 Great Eastern Highway, Mundaring 9:00 am to 4:00 pm weekdays prior to the booking.
- The approved hirer's copy of the Booking Details Report must be presented when collecting keys.
- Keys must not be passed onto other hirers.
- A fee will be charged for the replacement of any lost keys.
- lost keys are immediately reported to the Shire.

Safety

- The approved hirer is responsible for the safety of their guests at all times. In the event of an emergency, the hirer must account for all of their guests.
- The approved hirer is responsible for ensuring adequate first aid is available.
- The maximum capacity of the facility must not be exceeded.
- The approved hirer must take reasonable precautions to prevent unintended guests from attending the function.
- The approved hirer must immediately notify the police if any trouble occurs.
- The Hirer must not take into or use at, and must ensure no other person takes into or uses at, the Grounds any gas or electrical appliance not supplied by the Shire unless written permission has first been obtained from the Shire.
- The Hirer acknowledges that it is expressly prohibited from bringing any volatile /flammable materials of any type into the facility or grounds.

Cleaning and Damage

- The approved hirer is financially responsible for any damage to Shire property as a result of the booking.
- Repairs are to be carried out only by the Shire and/or its approved contractors.
- Any costs, fees and expenses incurred by the Shire for non-payment of Hire Fees by the Hirer including but not limited to administrative costs, debt collection, agency fees and legal costs and expenses are met by the Hirer.
- The approved hirer is responsible for leaving Shire property in a clean condition, including the removal of all rubbish.
- The approved hirer must provide their own cleaning equipment and materials where it is not available at the facility.
- No detergents are to be used on timber floors.
- The approved hirer must immediately report any damage, cleaning or maintenance issues, preferably with photos by email to bookings@mundaring.wa.gov.au.

Leaving the Facility

- The approved hirer is responsible for ensuring all lights, electrical equipment and air-conditioning/heating is switched off prior to leaving the facility.
- The approved hirer is responsible for ensuring all doors and windows are locked and alarm systems, if fitted, are activated prior to leaving the facility.
- Any costs for the Shire's Community Safety Service or security contractor's attendance will be passed onto the hirer or retained from applicable bond.
- The approved hirer is financially responsible for any loss or damage resulting from failure to carry out the above checks.

Insurance

- The approved hirer is responsible for ensuring all relevant insurances required for the booking are obtained.

Alcohol and Gaming

- It is the approved hirer's responsibility to ensure all Liquor Licences and Gaming Permits required for the sale of alcohol and/or gaming activities during the booking are obtained.
- Please contact the Facility Bookings Officer for further information regarding liquor and gaming licence applications.

Smoking/Vaping

- Smoking and vaping is not permitted inside or within the perimeter (five metres) of any Shire buildings.

Noise

- Noise levels must be controlled and monitored at all times to meet the *Environmental Protection (Noise) Regulations 1997*.
- Live bands and the use of loud musical instruments are not permitted without permission.

Vehicles and Parking

- Parking must be in the designated parking bays and not on grassed areas.
- Vehicles are not permitted on parks without written authorisation from the Shire.

General Housekeeping

- Crepe paper must not be used in any facility.
- Cellotape or Blu Tac must not be used in any facility. White Tac may be permitted.
- Signs, fittings or structures must not be erected in any facility or reserve without prior approval from the Shire.
- Mineral or glycol smoke machines and candles must not be used in any facility.
- Dry-ice smoke machines are permitted as long as there is adequate ventilation when in use.
- Confetti or rice/grains must not be thrown inside or outside any facility.
- Rose or flower petals must not be used in any facility.
- Hanging of balloons, streamers or any other decorations on fans or ceilings is not permitted.
- Kitchens / kiosks may be used for re-heating purposes only unless the facility has a commercial rate kitchen.

- The approved hirer must comply with all relevant food hygiene and safety laws, rules and regulations.
- The approved hirer is responsible for ensuring any electrical equipment used within the facility is in safe working order.
- Power points and power boards must not be overloaded.
- Chairs should only be stacked in stacks of 10.
- Tables should be left if their storage location in a clean, neat and tidy condition.
- It is the responsibility of the approved hirer to ensure all Emergency Exits, Access Ramps and Stairways remain clear at all times."
- Flooring to be swept (hard floors) or vacuumed (carpet).

Closing Facilities

- Any Shire of Mundaring Authorised Officer may close down the facility at any time if the Terms and Conditions of Hire are not complied with or there is a public emergency.
- The Shire reserves the right to close any facility at any time due to urgent maintenance requirements or potential risks. Where possible, an alternative venue or facility will be offered.

Theft

- The Shire is not liable for the loss/theft or damage of any items belonging to the hirer or guests.

Force Majeure

- Neither the Shire nor the hirer shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the control of either party.

Privacy Act 1988

- You authorise us to make credit references and other enquiries as may be required for the purpose of these Terms and Conditions of Hire and you authorise any person to disclose to us any personal information for that purpose. You also authorise us to disclose personal information about you to anyone that we may appoint, to collect an outstanding debt.

Intellectual Property

- It is the approved hirer's responsibility to ensure it does not infringe any intellectual property of any third party.

No Subletting or Assignment

- The Hirer must not sublet or assign its Booking to any person or entity without the prior written consent of the Shire and on such terms and conditions as the Shire may specify.

Seasonal Grounds (incl. Hardcourts)

Additional Conditions of Hire



- Signed acknowledgement of Seasonal Ground Information is required.

Cancellation by the Shire

- Shire may cancel the Booking by written notice to the Hirer at any time if:
 - the competition and/or training loads are having a detrimental effect on the sports ground or if weather is such that training/play would unduly damage the surface
 - the Shire becomes aware that any event, goods or services proposed to be held or provided by the Hirer is/are objectionable, dangerous, infringes any copyright or other intellectual property rights, is prohibited by law, or would be detrimental to the Shire;
 - the Grounds is required for Shire functions or Local Government, State or Federal elections;
 - the Hire Fees have not been paid within 14 days of the invoice;
 - repairs, alterations or additions to the Grounds are underway;
 - the Hirer has not provided evidence of adequate insurance coverage;
 - in the event of an emergency or if deemed necessary;
- If the Shire cancels the Booking without fault of the Hirer, the Shire will refund any unused amounts paid by the Hirer in relation to the Booking.
- The Shire will not be liable for any loss or damage suffered as a consequence of exercising its right to cancel the Booking under this clause.
- Cancellation or termination of the Booking for whatever reason will not affect any right which the Shire may have to recover money owing for the Booking or to recover damages from the Hirer.

Lighting Charges

- If the Hirer cancels an oval or hardcourt booking prior to the booking start time, any applicable lighting charges will automatically be cancelled.
- If the Hirer is not able to cancel prior to the booking start time, lighting charges will only be cancelled where the Hirer has notified the Shire of Mundaring Bookings team within 48 hours after the booking.

Use of Grounds

- The Shire reserves the right to terminate the Booking immediately if the Hirer fails to comply with the Shire's reasonable instructions in relation to the use of the Grounds.
- The Hirer must not do or allow to be done anything on or in relation to the Grounds which may or does:
 - destroy or cause damage to the Grounds;
 - cause any form of nuisance, disturbance or damage to an occupier or owner of any property adjacent to the Grounds or to his/her/its property;
 - breach any provision of these Conditions of Hire;

- not comply with the details provided by the Hirer in the Application.
- marking of the Grounds is the responsibility of the Hirer and should be done in line with methods and products recommended by the Shire.
- The Hirer will be charged for the cost of restoring the grass if the wrong type of marking is used.
- The Shire will not assume any responsibility for any goods or equipment left at the Grounds whether prior to, during or at the end of the Hire Period.
- The Shire reserves the right to require a Shire officer to be in attendance during any event at the Grounds.
- The Hirer agrees and acknowledges that the Grounds are in good repair and clean condition at the commencement of the Hire Period and must be returned to the Shire in the same condition at the end of the Hire Period.

Insurance

- The Shire is not responsible for any loss or damage that may be suffered by the Hirer or any of the persons attending the Grounds during the Hire Period as a result of any theft as such the Hirer must make sure they are suitably insured.
- The Hirer must provide Shire with evidence of insurance for public liability in respect of the use and occupation of the Grounds for twenty million dollars (\$20M).

Indemnity

- The Hirer indemnifies the Shire against any liability or loss which may arise from, and any costs, charges or expenses incurred in connection with:
 - any damage to the Grounds (fair wear and tear excepted);
 - any loss or damage to any property or thing on or near the Grounds;
 - the death of or injury to any person in or near the Grounds;
 - any breach of any third party's intellectual property rights.

Access

- Access to the Grounds is granted to the Hirer only during the Hire Period subject to any subsequent agreement to extend the access period at the sole discretion of the Shire.
- The Hirer must allow unrestricted access to the Grounds at any time by any officer designated by the Shire.
- The Hirer must allow access and temporary closure of the Grounds for preventative maintenance.
- No vehicles are to be driven on any other part of a reserve without first obtaining the written approval of the Shire.

Storage

- Use of public toilets, change rooms and service ducts as storage areas is strictly prohibited at all times. The Shire may remove any equipment found in these areas.
- The hirer must not allow the storage of gas cylinders on site
- All equipment hired by the Hirer will be the full responsibility of the Hirer and the Shire is in no way responsible for any such equipment.

The Hirer warrants that all equipment and goods brought into the Grounds during the Hire Period are clean, have no offensive odour, are non-hazardous, are free of vermin and are adequately flame retardant

Power and Water Restrictions

- If a restriction is imposed by a supplier of power or water during the Hire Period, the hirer must make arrangements for any necessary temporary supplies at its own cost and subject to Shire's prior approval. The Shire's approval must be obtained in writing, subject to emergency or unforeseeable circumstances.

Works

- The Hirer must not:
 - interfere with the electrical, lighting or audio installations at the Grounds; or
 - interfere with any structural aspect of the Grounds; or
 - undertake any other work at the Grounds without the prior written consent of the Shire in relation to the Works to be conducted and the personnel to be used to undertake such Works.
- The Hirer must comply with any conditions imposed by the Shire in relation to the Works.
- The Hirer must at the end of the Hire Period return the Grounds to the state it was in prior to any Works being undertaken, subject to any written agreement with the Shire to the contrary.
- The Hirer indemnifies the Shire from any costs or damages arising as a direct or indirect result of the Works.