

Terms and Conditions of Venue Hire

Terms and Conditions

- These Terms and Conditions of Hire (Terms and Conditions) are made in accordance with Section 1.8 of the Local Government and Public Property Local Law 2014 (as amended from time to time) (Public Property Local Law), which is available for viewing on the City's website. Any term that is capitalised and undefined in these Terms and Conditions is referenced and defined in the Public Property Local Law.
- As per the City's Property Management Framework, hire arrangements provide temporary access to a venue within the Local Government Property (or portion of a venue), by groups, organisations and individuals wishing to conduct an approved activity on/within a City Local Government Property. Access may be casual, annual or seasonal in its frequency to undertake activities, programs or events on an hourly basis.
- Any person that requests to hire a Local Government Property (Hirer) must read and accept these Terms and conditions, and is bound by these Terms and Conditions together with the Public Property Local Law. Adherence to these Terms and Conditions is a requirement of hire and are not subject to change unless authorised by the City.
- No access to power is provided for park and reserve bookings.
- The City reserves the right to close any building, beach or park at any time due to urgent maintenance requirements or potential risks.
- To enhance security, protect the safety of persons and ensure compliance with these conditions, surveillance equipment (including security cameras via CCTV) may be in operation within and in surrounding areas of Local Government Property. By entering the venue, persons give consent to their information (including images) being recorded and disclosed to third parties including law enforcement agencies.
- The use of photographic, video or audio equipment (including mobile phones with camera interfacing) is not permitted for commercial purposes without prior authorisation from the City.

Requests for Bookings

- All booking requests for hire must be made via the City of Joondalup's website through a Booking Application.
- Hirers must be over 18 years of age and provide proof of identity if requested.
- Request of booking must be completed five business days prior to booking start date.
- Request of booking made within five business days of the start date may be refused by the City.
- Booking is not confirmed until written confirmation from the City has been provided.
- The City reserves the right to refuse, revoke or cancel a request of booking.
- Depending on the activities and the purpose of hire, the City will determine the specific requirement the Hirers must adhere to and will notify of such requirements accordingly.
- Where multiple booking requests are received for the same facility at the same date/time, preference will be given to the City's sporting clubs, community groups, schools, businesses, and regular hirers.
- For all outdoor public events held on a Local Government Property, a Public Event Application must be submitted through the City's website.
- Approved Hirers are not able to transfer the right of hire and use to another person.
- A copy of the booking confirmation should be retained by the hirer and be available at time of booking.
- Any changes must be made through the City's booking management system. The City will provide approved written confirmation of changes to booking.
- When submitting the request for booking, the Hirer must seek approval from the City for consumption of alcohol for the duration of hire.

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- Requests for live bands and music must be submitted to the City a minimum of five business days prior to the event. The City reserves the right to refuse the request.
- Approval to hire a venue does not create any right or interest property or otherwise at law or in equity to the Hirer.
- In accordance with the City's Gambling on City-Owned or Managed Property Council Policy, the City prohibits any wagering activities on City-owned or managed property within the City Local Government Property, for any purpose.
- Time required for set-up and pack-down, including deliveries and cleaning, must be included in the booking time. Hirers do not have access to the venue outside of their booking time.
- Accessing venues outside of listed booking time is considered a breach of the Terms and Conditions of Hire.
- All facilities must be vacated prior to 12:00am (midnight), unless otherwise approved by the City of Joondalup.
- Smoking and vaping is not permitted inside any City venue. This includes electronic cigarettes, personal vaporisers, electronic nicotine delivery systems or other battery powered vaporisers.
- Vehicles are not permitted on parks, reserves or beaches unless written permission from the City of Joondalup has been obtained.
- Line markings on reserves require approval from the City and must only be made using PVA water-based line marking paint.
- Keys and/or security access cards must be collected and returned to the City of Joondalup's Administration Building during operating hours.
- The maximum capacity of the venue as determined by the City must not be exceeded.
- Applicable hire fees for seasonal and annual bookings, which are determined by Council are set out in the City's Schedule of Fees and Charges, are invoiced monthly in arrears.
- Bookings may be cancelled if invoices are overdue by more than 60 days.
- If applicable, a bond is payable within seven business days of the City's written confirmation of booking. If the bond is not paid prior to the event, the City reserves the right to cancel or suspend the booking.
- The Hirer will receive the full refund of the bond if all Terms and Conditions of bookings are adhered to. Failure to adhere to the Terms and Conditions of Hire may result in the bond being forfeited.
- The City will inspect the facility within two weeks of the end of the booking period to determine whether the facility has been left in a satisfactory condition.
- The Hirer is liable for any maintenance, repair or cleaning costs incurred if they exceed the bond payment made.
- The bond will be refunded to the Hirer via electronic funds transfer within four weeks of the booking date.
- Should a fire alarm be triggered, the Fire Brigade callout fee shall be charged to the approved Hirer.
- Sport floodlighting is available and will be charged for usage in line with the City's endorsed Schedule of Fees and Charges and the Venue Hire Fees and Charges Policy.
- Any costs for after-hours City attendance, loss or damage, cleaning or maintenance as a result of the booking will be passed on to the Hirer or retained from the bond.

Cancellation or Alteration of Bookings

Hire Fees and Bonds

- Applicable hire fees for bookings, which are determined by Council are set out in the City's Schedule of Fees and Charges, are payable in full prior to the start date of the booking.
- Written cancellations must be submitted and acknowledged by the City a minimum of 5 days prior to booking.
- Any cancellations made within five business days of booking will not receive refund of fees and charges.

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- Any requests for alterations of bookings must be submitted via the City of Joondalup's website a minimum of three business days prior to booking date. Request of modifications is subject to approval.
- The City of Joondalup will provide written confirmation of approval of booking alteration.
- Music licenses are required from PPCA and APRA. It is the responsibility of the Hirer to ensure any necessary copyright licenses have been obtained. For more information contact the Australian Copyright Council.
- It is prohibited to use confetti, crepe paper, blue-tack, sticky tape, or temporary adhesive in City facilities.

Hirer Responsibilities

- It is the Hirer's responsibility to manage their booking in line with any advice issued by local, state or federal governments.
- The Hirer is responsible for ensuring all relevant insurances required for the booking are obtained and copies of the policy are retained for inspection upon request by the City.
- The Hirer is responsible for the safety and security of all persons attending the facility as patrons of the booking. No security personnel are supplied by the City.
- The Hirer must ensure all persons attending the facility as patrons of the booking are courteous and respectful.
- The Hirer is responsible for ensuring adequate First Aid is available to all persons attending the facility as patrons of the booking.
- The Hirer is responsible for the security of their belongings at all times. The City is not liable for the loss/theft or damage of any property or items belonging to the Hirer or booking attendees.
- The Hirer is responsible for ensuring all liquor licenses and gaming permits required for the sale of alcohol and/or gaming activities for the booking are obtained prior the start date of the booking.
- Please contact the relevant state government department to discuss what permits may be required.
- The Hirer must ensure noise levels are controlled and monitored at all times to meet the relevant environmental laws in Western Australia. This includes noise reduction at 10:00pm and ceasing at midnight.
- It is prohibited to fasten decorations, such as balloons and streamers, to City assets, including trees and plants.
- It is prohibited to penetrate the ground at any City facility with an external object, e.g. tent pegs, stake, flagpole.
- Structural certifications are required if constructing marquees greater than three metres squared.
- The venue must be left in a clean and tidy state. Cleaning equipment is not available for use at any City venue.
- No spill, contamination of the soil or the ground is permitted and may fall within the matters set out in the relevant environmental and contamination laws in Western Australia which may attract significant penalties.
- It is prohibited to use cleaning detergent on timber flooring.
- It is the Hirer's responsibility to ensure there is no litter or waste in the City venue at the conclusion of the booking. Waste must be left within bins and any excess waste must be removed from the City's venue and waste bins.
- Additional waste management and toilet facilities must be arranged by the Hirer if required.
- It is the Hirer's responsibility to ensure the City's venue is locked and secured prior to leaving the premises. The Hirer will be held accountable for any insurance claim or security call-out fee if found to have been negligent.

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- If the Hirer wants to upgrade a venue that they hire from the City, then a Club Funded Upgrade (CFU) application form needs to be completed. This application process ensures that there is an identified need for the project and all required approvals and licences are granted before construction commences. Any works undertaken to upgrade the venue without the approval of the City may be considered unlawful and unauthorised. This will also prevent the City having to undertake any expensive remedial work on unauthorised works.
- Where storage is approved, it is the Hirer's responsibility to maintain the cleanliness and occupational safety of the space within the storage. The City accepts no responsibility of loss or damage to items in the storage. It is the responsibility of the Hirer to insure the items in the storage space.

Annual and Seasonal Hirers Only

- Regular pre-season and season booking requests are to be made through City's website during the designated booking request period.
- Booking request periods will be published seasonally.
- Booking requests are subject to approval. The City will assess booking requests and provide written confirmation of bookings. Preference will be given to bookings requested by in-season Hirers.
- Venue access including keys and or swipe card will be issued prior to commencement of the hire period and must be returned at the end of the hire period. With City permission, Hirers may retain the keys and/or security access during periods with no bookings.
- During heavy periods of rain or other adverse weather conditions, the City's Officers will inspect all sporting grounds to determine ongoing usage.
- Hirers can apply for use of storage space. Storage space will be allocated based on availability and charged according to the size of the area allocated in accordance with the City's Schedule of Fees and Charges.
- Gas bottles and anything flammable is prohibited to be kept in any indoor storage spaces within the City's venues.
- Lithium Batteries cannot be stored within the City's facilities.