

# Terms and Conditions of Hire

## Local Government and Public Property Local Law 2014

- The Terms and Conditions of Hire are written in accordance with the *Local Government and Public Property Local Law 2014*, which is available for viewing on the City's website at [joondalup.wa.gov.au](http://joondalup.wa.gov.au)

## Application

- All applicants must be aged 18 years or over. Proof of age is to be provided on application.
- Approved Hirers granted permission to use facilities cannot transfer the right of use to another person, group or organisation.
- All bookings are tentative until confirmed in writing by the City.
- **High Risk Bookings** – Under the *Local Government and Public Property Local Law* the City may impose additional conditions on bookings it assesses as 'high risk'. These conditions may include a higher bond, requirement for licenced security at the booking and/or other conditions that the City deems necessary to minimize the risk of property damage, vandalism and anti-social behavior.

## Hire Fees

- Hire fees are set in accordance with the City's Fees and Charges Schedule and are payable in full four weeks prior to the date of the booking.

## Bonds

- A bond is payable at least four weeks prior to the date of the booking.
- The bond will be refunded via cheque or electronic funds transfer within four weeks of the booking date, 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.
- For annual or seasonal hirers, 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.

## Cancellation of Bookings

- An administration charge of 20% of the total hire fees will apply to bookings that are cancelled up to 14 days prior to the booking date. No refunds will be given to bookings cancelled within 14 days of the booking date.

## 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.
- The facility must be cleaned and vacated by the time indicated on your booking confirmation, all facilities must be vacated by 12.00midnight, with the exception of the following which have further restricted times:
  - Flinders Park Community Centre
  - Dorchester Hall
  - Gibson Park Community Centre
  - Seacrest Park Community Sporting Facility

## Keys

- Keys to facilities are available for collection one hour prior to the booking time – entry to the facility must not take place until your scheduled start time.
- The approved hirer's copy of the Booking Details Report must be presented when collecting keys.
- Keys are to be collected and must be returned to the City of Joondalup Leisure Centre – Craigie between the following times:
  - Monday to Friday: 5.30am to 9.00pm
  - Saturday, Sunday and Public Holidays: 7.00am to 5.45pm
- Keys must be returned on the day of the booking, except for evening bookings which must be returned by 9.00am the following day. If the keys are not returned on time, an additional charge to the hirer may apply.
- Keys must not be copied or passed onto other hirers.
- An additional fee will be charged for the replacement of any lost keys.

## 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.

## Cleaning and Damage

- The approved hirer is financially responsible for any damage to City property as a result of the booking.
- Repairs are to be carried out only by the City and/or its approved contractors.
- The approved hirer is responsible for leaving City property in a clean condition, including the removal of all rubbish.
- The approved hirer must provide their own cleaning equipment and materials. No detergents are to be used on timber floors.
- The approved hirer must immediately report any maintenance issues to the City on **9400 4268** or to City Watch on **1300 655 860** (after hours service).

## 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 activated prior to leaving the facility.
- Any costs for the City's Patrol Service 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 Community Facilities Bookings Office for further information regarding liquor and gaming licence applications.

## Smoking

- Smoking is not permitted inside or within the perimeter (five metres) of any City buildings or on City beaches.

## 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.

## Vehicles and Parking

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

## General Housekeeping

- Crepe paper must not be used in any facility.
- Blue or yellow tack and cellotape must not be used in any facility.
- Signs, fittings or structures must not be erected in any facility or on any beach or reserve without prior approval from the City.
- Smoke machines and candles must not be used in any facility.
- Confetti or rice/grains must not be thrown inside or outside any facility, or on any beach or reserve. Rose or flower petals are permitted at beaches and reserves.
- Hanging of balloons, streamers or any other decorations on fans or ceilings is not permitted.
- Line markings on reserves require approval from the City and must only be made using PVA water based line marking paint.
- Kitchens may be used for re-heating purposes only.
- 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.
- No access to power is provided for park bookings.
- Chairs should only be stacked in stacks of 10.

## Closing Facilities

- Any City of Joondalup Authorised Officer may close down the facility at any time if the Terms and Conditions of Hire are not complied with.
- The City reserves the right to close any building, beach or park at any time due to urgent maintenance requirements or potential risks. Where possible, an alternative venue or facility will be offered.

## Theft

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

Declaration
I have read, understood and agree to the Terms and Conditions of Hire.
Name:
Date:
Signature: