

# Terms and Conditions of Hire – Casual Park Booking

## Local Government and Public Property Local Law 2014

- These Terms and Conditions of Hire are made in accordance with the *Local Government and Public Property Local Law 2014* (Local Law), which is available for viewing on the City's website.
- The Approved Hirer is bound by these Terms and Conditions together with the Local Law.

## Application

- Individual applicants must be aged 18 years or over with proof of age to be provided on request.
- Approved Hirers are not able to transfer the right of use to another person or organisation.
- All bookings are tentative until confirmed in writing by the City.
- Any changes, amendments or cancellation of bookings must be made through the City's online booking software or in writing to the City.
- A copy of the Booking Confirmation should be retained by the Approved Hirer at all times including collection of keys.

## Hire Fees and Bonds

- Applicable hire fees, which are determined by Council and set out in the City's *Fees and Charges Schedule*, are payable in full prior to the date of the booking.
- A bond will be refunded to the Approved Hirer via cheque or electronic funds transfer within four weeks of the booking date, provided the venue is left in a satisfactory condition and these Terms and Conditions are adhered to.
- A bond is held against the following events:
  - Damage to the building, park, beach or other City asset or equipment;
  - Extra cleaning;
  - Refuse removal/collection;
  - Loss of keys;
  - Additional access to the venue other than the allocated time;
  - Attendance to the venue by City staff as a result of a complaint, security or facility entry issue (including attendance by any emergency services); and
  - Breach of any condition in these Terms and Conditions of Hire including supplying false information.
- Should a bond not be received or cover any or all of the associated costs listed above, the City will issue an invoice to the Approved Hirer and seek any and all associated costs.

## Cancellation of Bookings

- Refunds will not be provided for bookings cancelled within five business days of the booking date.

## Hours of Hire

- All set up, including deliveries and cleaning must be completed within the hours of hire stipulated on the Booking Confirmation. Accessing facilities outside of the listed booking time is considered a breach of these Terms and Conditions.

## Safety

- The Approved Hirer is responsible for the safety and security of all persons invited into the facility as guests of the hirer and is also responsible for the security of their belongings at all times.
- The maximum capacity of the facility as determined by the City must not be exceeded.

## Cleaning and Damage

- Repairs are to be carried out only by the City and/or its approved contractors.
- The Approved Hirer is responsible for leaving the venue in a clean and tidy condition, this includes:
  - Any associated facilities (i.e. toilets, change rooms etc);
  - Other associated areas (including car parking); and
  - Removing all decorations.
- The Approved Hirer is responsible for ensuring rubbish is left within the bins provided. Any additional rubbish is to be removed from the site by the hirer. Additional bins are available on request for a small fee.
- The Approved Hirer must immediately report any maintenance issues to the City either via the City's website at [joondalup.wa.gov.au](http://joondalup.wa.gov.au) or phone **9400 4255** – during business hours, or **1300 655 860** – after hours.

## Leaving the Venue

- The Approved Hirer is responsible for ensuring all electrical equipment (lights, air-conditioning etc) are switched off, doors and windows are locked, and alarms armed prior to leaving the venue.
- Any costs for after-hours City attendance will be passed on to the Approved Hirer or will be retained from the bond.
- The Approved Hirer is 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 and copies of the policy are retained for inspection upon request.

### Alcohol and Gaming

- The Approved Hirer is responsible for ensuring all liquor licences and gaming permits required for the sale of alcohol and/or gaming activities during the booking are obtained. Please contact the Department of Local Government, Sport and Cultural Industries to discuss what permits may be required.
- Permission to consume alcohol within a City facility is also required and should be sought through the booking application.

### Smoking

- Smoking is not permitted inside any City building or within a five metre radius of any City building.

### Noise

- Noise levels must be controlled and monitored at all times to meet the *Environmental Protection (Noise) Regulations 1997*.

### Vehicles and Parking

- Vehicles are not permitted on parks or beaches without written authorisation from the City.

### Entertainment and Copyright

- It is the responsibility of the approved hirer to ensure that any necessary copyright licences have been obtained if it is intended to play recorded music or engage live performers during the booking. For further information or to clarify your requirements, you should contact the Australian Copyright Council.

### General Housekeeping

- The following items are prohibited from being used within a City facility
  - Crepe paper;
  - Blue tack (or other similar products);
  - Any type of “sticky” tape; and
  - Smoke machines and/or candles.
- Signs, fittings or structures must not be erected within or on any City venue without prior approval from the City.
- 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.
- The hanging of balloons, streamers or any other decorations on fans is not permitted.
- Disturbance to soil and vegetation must be avoided and/or minimised.
- Line markings on reserves require approval from the City and must only be made using PVA water-based line marking paint.
- The Approved Hirer is responsible for ensuring any electrical equipment used within the venue is in a safe working order.
- An Authorised Officer of the City may close a venue at any time if these Terms and Conditions have been breached.
- The City reserves the right to close any venue at any time due to urgent maintenance requirements or potential risks. Where possible, an alternative venue may be offered.
- The City is not liable for the loss/theft or damage of any personal property belonging to the Approved Hirer or their guests.

### Declaration

I have read, understood and agree to the Terms and Conditions of Hire (please tick).

Name:

Date:

Organisation:

Position:

Signature: