

CITY OF VINCENT: CONDITIONS OF RESERVE HIRE

Hire is subject to compliance with all conditions and requirements outlined in the Local Law relating to Local Government Property 2008, Policy 2.1.7 - Parks, Reserves and Halls - Conditions of Use and Hire and any other conditions imposed. The City of Vincent will make every effort to provide the hirer with a clean and tidy facility and ensure that equipment is in working order, but will not accept responsibility for cleaning issues or equipment breakdowns beyond its control.

BOOKINGS:

- All applications must be made on the official Application Form, and all applicants must be aged 18 years or over. (Conditions apply.)
- The hire period must include time for setting up and packing away (reserves must be vacated by midnight).
- Hire fees and bond are to be paid at least fifteen working (15) days prior to the date of hire or hire may be refused.
- Ten (10) working days' notice in writing is required for the cancellation of a booking. Monies cannot be refunded due to poor attendance or inclement weather.
- An administrative charge of \$10.00 will be payable for any changes made to bookings within two (2) weeks of the booking date.
- Upon acceptance of the hiring, you bind yourself as the hirer to indemnify the City of Vincent and the employees of the City of Vincent against all claims which may be made against them for damages or otherwise, in respect to any loss, damage, death or injury caused by, or in the course of, or arising out of, hiring of the venue during all periods when the property of the City of Vincent is on hire to the hirer.
- The hirer must comply with the City of Vincent Local Government Property Local Law 2008 and policies relating to facility hire/use.

BONDS:

- Bonds will be refunded by cheque, made out to the person or organisation on the original receipt, within three (3) to six (6) weeks of the event.
- Bonds may be retained, in part or entirety, to cover additional cleaning, time penalties, damage or loss.
- A minimum cleaning fee of \$250.00 will be deducted from the bond if the venue is not left clean.

PAYMENT:

- Bookings are not confirmed until full payment has been made and the City has advised the applicant in writing that the booking, subject to these terms and conditions, has been accepted.
- Payment may be made in person at the City of Vincent Administration and Civic Centre, 244 Vincent Street, Leederville or posted to PO Box 82, Leederville 6902. Methods of payment are cheques or postal orders by mail, or EFTPOS and credit card in person only. Credit card payment is not accepted over the phone.

KEYS:

- Keys can be collected only on the day of hiring before 4.30pm or before 4.30pm on the working day prior to a weekend booking.
- Should it be necessary for a City of Vincent employee to provide a key out of hours, a call-out fee of \$150.00 will be charged to the hirer.
- Should any key/s be lost/stolen or misplaced a replacement key will be provided, the bond will be forfeited and a new bond will be required, as well as the cost of changing the locks and rekeying the building.

CLEANING:

- The hirer is required to leave the venue in a clean and tidy state. A fee of not less than \$250.00 will be charged if the venue requires cleaning by park staff.
- Pavilion and change room floors must be vacuumed or swept and mopped if necessary, directly after the function. Tables and chairs must be cleaned and stored away.
- The City of Vincent regularly cleans all its facilities, but please be aware that with consecutive bookings the hall's cleanliness may deteriorate during the day.
- Any rubbish that cannot be disposed of in refuse bins must be taken away by the hirer. No black refuse bags are to be left in the reserve.

LIQUOR LICENCES:

- The City agrees to consumption of BYO liquor in the reserve upon successful application for, and payment of, a Liquor Permit.
- An application to the Office of Racing, Gaming and Liquor must be made and approved for the sale of liquor.

NOISE LEVEL AND BEHAVIOUR:

- The hirer is responsible for ensuring the noise levels comply with the *Environmental Protection (Noise) Regulations 1997*.
- In the event of a complaint, noise must cease as directed by an Authorised Officer. Should this directive be ignored, part or the whole of the bond may be forfeited.

RESERVE USE:

- Hirers must comply with all relevant legislation/laws including, but not limited to, the *Health Act 1911*, *Liquor Control Act 1988*, *Police Act 1892* and *The Criminal Code of Western Australia* as well as the City of Vincent's Local Laws.
- Use of the reserve is not permitted before the time stipulated in the confirmation letter. Please be aware that other user groups may also be utilising it. Unauthorised time will be charged at the usual hire rate plus 100% penalty, which will be deducted from the bond.
- The City of Vincent may require the applicant to provide written evidence of public liability insurance or other insurances as required.
- The applicant will warrant that the reserve is not to be used for any unlawful purpose.
- The City of Vincent may seek additional details about the proposed hire purpose in order for the City to determine the suitability of any facility for the hire purpose.
- The reserve will only be used for the specific purpose outlined in this application and agreed by the City of Vincent.
- The City of Vincent may withdraw any reserve from the list of facilities available for hire at any time. If a reserve is withdrawn from hire, the City may, but is not obligated to, propose an alternative venue.
- The City of Vincent must be advised if the reserve and/or its surrounds are to be used for any purpose which may include images of the facility being broadcast/published, including photography, filming or televising.

THE CITY OF VINCENT RESERVES THE RIGHT TO:

- Refuse an application for hire without assigning any reason for refusal.
- Cancel and/or amend a booking at its absolute discretion. Notice of cancellation/amendment would be given at the earliest possible date and the hire charge refunded in the event of cancellation.
- Impose additional terms and conditions appropriate to the proposed hire purpose. Examples include, but are not limited to, the provision of a traffic management plan, parking management plan, noise management plan, accredited security personnel, a curfew, additional security bond/fees, bin hire and conditions regarding animal farms and pony hire.
- Invoice the hirer for any additional costs such as damage, loss of revenue or cleaning resulting from a hire.