CITY OF GOSNELLS

Conditions of Hire - Active Reserves

1 Applications/Bookings

1.1 All applicants must be aged 18 years or over.

1.2 Bookings can be taken up to 12 months in advance.

1.3 A permit is required for organised activities at any active reserve. Failure to obtain a permit is an offence under the *City of Gosnells Local Government Property Local Law 2009 Clause 3.13 (1) (b)*. A permit will be allocated for each booking (or series of bookings).

1.4 A permit is only valid for dates and times specified. Sporting club home fixtures and training details are to be supplied to the City via a seasonal application.

1.5 Any out of season training, finals and social matches are not considered club fixtures and need to be booked separately.

1.6 City of Gosnells reserves the right to cancel any bookings. Such action would only be taken in the event of extreme necessity.

2 Bonds

2.1 A bond as per the Schedule of Fees and Charges will be applicable for use of active reserves, changerooms and kiosks.

2.2 The bond is payable 10 working days prior to the booking.

2.3 The bond is held the following:

2.3.1 Damage to parks and reserves.

2.3.2 Installation of temporary structures, entertainment equipment and farm animals.

As well as:

2.3.3 Loss of keys.

2.3.4 Breach of Conditions of Hire.

2.3.5 Security call outs.

2.3.6 Failure to adequately clean.

2.4 For any breach of the Conditions of Hire there will be a deduction of all or part of the bond at the discretion of the Authorising Officer.

2.5 **The bond will be forfeited in the event of any substantiated community complaints being received, such as anti-social behaviour/activity attributed to patrons of the booking.**

2.6 The bond can only be refunded to the person or organisation whose name appears on the receipt.

2.7 The bond will be refunded within 15 working days of the booking via credit card or bank deposit.

3 Charges

3.1 Costs of hire and bonds are as per the Schedule of Fees and Charges.

3.2 A deposit must be paid within 10 working days of the booking being made or the booking will be cancelled.

3.3 All payments must be made by the payment due date.

3.4 Cancellation of any booking **must be made in writing** 10 working days prior to the booking date to avoid a cancellation fee as per the Schedule of Fees and Charges.

3.5 Refunds will not be made in the event of inclement weather.

3.6 The Hirer can apply for a transfer to another date without forfeit, depending on circumstances, cost and availability of the reserve.

3.7 Payments can be made via the City's online booking system, by phone or in person at the City of Gosnells administration building, 2120 Albany Highway, Gosnells.

3.8 Methods of payment include credit card (Visa and Mastercard only), EFTPOS, cash or cheque made payable to the City of Gosnells (must be receipted seven days prior to event).

4 Cleaning

4.1 **At the conclusion of the booking the Hirer must:**

4.1.1 Leave the area in a clean and tidy condition.

4.1.2 Ensure all surrounding areas, car parks, verges and parklands associated with the hire are left clean and tidy.

4.1.3 Remove all excess rubbish from the park or reserve. Failure to do so may result in a fine (as per *Western Australian Litter Act 1979, Part IV, Section 23).*

4.1.4 Place all rubbish in bins.

4.2 The Hirer must report any damage by the next working day.

4.3 All club equipment and property must be removed from changerooms and kiosks at the end of each season.

5 Hirer Responsibilities

5.1 Hirers must show respect and common courtesy for other user groups and residents within the surrounding area. Any complaints received could jeopardise future bookings.

5.2 The Hirer is responsible for the behaviour of all persons attending the event or activity.

5.2.1 The behaviour of children is the responsibility of the parents/guardians.

5.3 Hirers are responsible for the insurance of their own equipment and supplies. The City accepts **NO** responsibility for items left in changerooms or kiosks. Items left unattended are done so at the hirer's risk.

5.4 Hirers are responsible for any public liability in respect to their booking. City of Gosnells public liability will only cover injury, loss or damage as a result of any proven neglect or default of the City. Should an accident and/or injury occur in the hired venue as a result of the Hirer's function and/or activity or general hire of the venue, the City of Gosnells cannot be held liable under any circumstances.

5.5 The Hirer is required to start and finish on time. Set up and clean up is to be included within the time booked. Failure to do so will incur additional charges or deduction of bond.

6 Keys/Security

6.1 Keys/cards are to be collected from the City's administration building before 3pm on the working day prior to the booking.

6.2 Keys/cards are to be returned by 10am the next working day or placed in the City's after-hours box located outside the City's administration building. Failure to return keys/cards will incur a fee as per the Schedule of Fees and Charges.

6.3 Seasonal permit holders are to collect keys/cards prior to the commencement of each season and return keys/cards at the end of each season.

6.4 A fee will be charged for the replacement of any lost keys/cards and a security call out fee will be charged to lock/unlock the facility as per the Schedule of Fees and Charges.

7 Restrictions

7.1 **Summer season** commences on the second Saturday in October, finishing on the third Sunday in March.
Winter season commences on the second Saturday in April, finishing on the third Sunday in September.

7.2 All Active Reserves will be **CLOSED** during the last week of March and first week of April and the last week of September and the first week of October for ground maintenance.

7.3 Current season users have priority bookings for active reserves.

7.4 Sprinklers and pipes on active reserves are not to be removed or interfered with in any way. Costs associated with repairs or reinstatement will be charged to those responsible.

7.5 It is an offence under Western Australian alcohol laws for any persons to consume alcohol in public (see *Liquor Control Act 1988, Section 119).*

7.6 The hirer shall not charge an entry fee to any reserve or park unless the charge has been authorised by the City of Gosnells.

7.7 Horses, camels and ponies are **STRICTLY PROHIBITED**.

7.8 No pointed objects are to be driven into the surface of any park or reserve. E.g. Tent pegs, star pickets.

7.9 Vehicles must only use the parking bays provided. No parking on grassed areas. Penalties may apply (*City of Gosnells Parking Local Law 2012*).

7.10 The use of fireworks by the public is banned in Western Australia, except for unrestricted fireworks such as bon-bons, party poppers, Christmas crackers, throwdowns, and sparklers.

7.11 During a total fire ban day, the use of barbecues, kettle barbecues (e.g. weber), smokers, cookers, pizza or tandoori ovens, open grills that require solid fuel such as wood, briquettes, wood pellets or charcoal are **STRICTLY PROHIBITED**.

7.12 Alcohol, glass containers, smoking and vaping are not permitted.

7.13 The hirer shall comply with the Conditions of Hire and any other relevant legislation.

8 Markings

8.1 Hirers of the grounds are responsible for providing their own equipment and line markings.

8.2 **Lime, creosote, sump oil, boiling water, glyphosate or other herbicides are STRICTLY PROHIBITED on the grounds.**

8.3 Approved materials for line marking are chalk or whiting material - Stadia Line Marking Paint, Top Deck Line Marking Paint or Bristol Line Marking Paint.

8.4 Active reserves must be marked according to specifications set out by the Department of Cultural Industries, Tourism and Sport in "Sports Dimensions Guide for Playing Areas" - https://sitefinitypublicblobs.blob.core.windows.net/prod-blob/docs/default-source/sport-and-recreation/sports-dimensions-guide-june-2016.pdf?sfvrsn=5f41f778_3

9 Non-Compliance with Conditions of Hire

Should a Permit Holder breach any of the Conditions of Hire for an active reserve the City will impose the following:

9.1 Costs associated with any breach will be recovered in full from the permit holder.

9.2 The City reserves the right to cancel the existing booking and refuse to hire to the permit holder at any or all of the City's active reserves.

10 Floodlighting

10.1 Irrespective of contributions to capital costs, floodlighting on active reserves is the property of the City of Gosnells.

10.2 The City shall determine the control and utilisation of floodlights.

10.3 Clubs making contributions to capital costs of floodlighting have priority use.

10.4 No temporary floodlighting is permitted for reasons of safety and inconvenience to residents.

10.5 Operation of floodlighting is via Halytech. Instructions to be provided at time of booking.

10.6 All floodlight activity will cease at 10pm unless approved by the Manager Facilities and Development Projects.

10.7 Floodlighting is charged per globe per hour per reserve in accordance with the Schedule of Fees and Charges.

11 City of Gosnells Responsibilities

11.1 The City of Gosnells will take every reasonable care and precaution to ensure that all utilities, services and equipment are in proper working order but will not accept responsibility for breakdowns beyond its control.

11.2 The City of Gosnells will make every effort to provide the Hirer with a clean and well-maintained facility.

11.3 The City of Gosnells is not responsible for any damage, theft or loss of items belonging to, or the responsibility of, the Hirer.

11.4 The City of Gosnells or its appointed security company reserves the right to finish the booking at any time due to breach of terms and conditions.

12 Disputes

12.1 Any disputes must be made in writing and marked to the attention of the Bookings Supervisor at facilitiesbookings@gosnells.wa.gov.au

FOR AFTER HOURS ASSISTANCE PLEASE CONTACT (08) 9397 3000

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