

FACILITY AND RESERVE TERMS AND CONDITIONS OF HIRE

The Town of Bassendean has a range of community facilities, parks and reserves available for regular and casual hire by members of the community and visitors to the Town.

The hire fees and charges received go towards the maintenance and upkeep of our facilities and reserves to ensure that they are maintained in good condition for the benefit and enjoyment by the whole community.

Consequently, it is important that the Town sets out its expectations and requirements for the hiring and use of the facilities and reserves and these terms and conditions detail the responsibilities of the Town, regular and casual user groups and individuals.

Failing to comply with these terms and conditions may result in a penalty being applied, including loss of opportunity for future hire of the Town's facilities or reserves.

Contact Us

35 Old Perth Road, Bassendean WA 6054
 PO Box 87, Bassendean WA 6934
 Tel: (08) 9377 8000 Fax: (08) 9279 4257
 Email: mail@bassendean.wa.gov.au
 Website: www.bassendean.wa.gov.au

Document Name	Version	Revised Date	Review Date
Facility and Reserve Terms and Conditions of Hire	Electronic version is the controlled document 1.0.0	October 2020	As Required

Contents

Basis of Hire and Use	2
High Risk Functions.....	3
Public Events.....	3
Cancellation of Bookings	3
Payment of Hire Fees & Bond	4
Key Collection.....	4
Refund of Bond.....	5
Hire Fees	5
Liquor Licence/Consumption	5
Risk Management/Insurance	6
Working with Children Legislation.....	6
General Housekeeping	7
Additional Conditions – Facilities	7
Additional Conditions - Reserves.....	7
Storage	8
First Aid	8
Emergencies.....	9
Access and Inclusion.....	9
Barbecues	9
Equipment and Electrical	9
Music/Sound.....	10
Single Use Plastics and Balloons	10
Signs and Advertising	10
Smoking.....	11

Basis of Hire and Use

1. Applicants must be over 18 years of age and apply to book a Town facility or reserve by completing the Booking and Events Application Form, and must agree with these terms and conditions of use. Hirers must allow for any set-up and pack-up or cleaning time required when completing the hire application. All Town facilities have a closing time of midnight, all functions/events must conclude by this time with pack-up only allowed until 1:00am.
2. Applications for all standard bookings and social functions must be submitted **10 working days prior** to the function;
Applications for functions considered to be of a '**high risk nature**' (see section 11) must be received by the Town at least **28 days prior** to the date of the function;
Applications considered to be a '**public event**' (see section 12) must be received by the Town at least **12 weeks prior** to the date of the event.
3. A signed form by the hirer indicates acceptance of the terms and conditions of hire. Consultation with the Town's Health Services team will also be carried out to determine if further public event approvals will be required.
4. Approval to use a Town facility or reserve applies only for the purpose, day(s) and time(s) outlined on the confirmation of booking letter provided to you by the Town. Any changes to bookings must be made in writing to the Town. Please note a \$20.00 late administration fee will be applied for changes to bookings within 10 days of the event. This fee applies to all community facilities and ovals/reserves.
5. It is an offence under *Health (Miscellaneous provisions) Act 1911* to exceed the maximum capacity stipulated on the certificate of approval. Exceeding the maximum capacity is illegal and dangerous.
6. Hirers shall not charge an entry fee at the facility or reserve unless approved by the Town.
7. Any hirer provided with confirmation to use a Town facility or reserve is at no time permitted to sub-lease or make it available for hire to any other individual or group.
8. Non-observance of any Town terms and conditions or local laws may result in immediate reconsideration of usage rights and may jeopardize future use of Town facilities and reserves.
9. Anti-social behaviour will not be tolerated.
10. Please note each year the Town offices close for the festive season. It is the responsibility of hirers to ensure they are aware of the change in opening hours. Emergency contacts and Ranger Services (7:00am – 7:00pm) will be available during the closure period. (see section 58/59)

High Risk Functions

11. The process for High Risk Functions (16 to 21 year olds) is as follows:

- The parent/guardian must complete and sign the relevant forms and attend the function for its entire duration.
- Prior to the confirmation of booking a meeting is to be held between the Town and the parent/guardian.
- The function must be registered with the [Kiara Police Station](#) and a copy of the party registration must be forwarded to the Town prior to the function.
- The Town may require high risk functions to have a minimum of two security officers on-site prior, during and after the function has concluded. The Town will in all circumstances arrange the hire of a licensed security provider and the hirer will be responsible for all costs associated with that hire. Please note the Town may require more than two security officers to be on site for any given function. The security provider as contracted by the Town will provide feedback in relation to all functions.

Public Events

12. If your event meets certain criteria you will be required to complete the Event Application Part 2, which may be subject to additional Health related fees and charges. Please refer to the event guidelines for more information.

Cancellation of Bookings

13. The hirer shall give a minimum of 10 working days **written** notice to the Town for the cancellation of any booking. If this does not occur, the hirer will still be liable to pay the hire fee or part thereof.
14. The Town reserves the right to refuse an application or to cancel a confirmed booking if in its opinion the action is deemed appropriate.
15. The Town may need to cancel or re-schedule a confirmed booking if the hired facility or reserve is required for Council purposes, which could include but not limited to council elections, special meeting of electors, public events and facility or reserve maintenance. In these instances the Town will endeavour to ensure the hirer is given at least 10 days notification and will make every effort to re-locate the booking to an alternative facility or reserve but if unable to do so the hirer will receive a full refund of the cancelled booking. The Town will not be liable for any loss or damage suffered as a consequence of exercising its right to cancel a booking.
16. In the event of a local, state or national emergency, the Town reserves the right to cancel any booking, potentially without any notice. Any officer representing the Town of Bassendean, the Police or Emergency Services entering the facility or reserve with the intent to secure the facility or reserve for use in a local emergency will have the power to request that you vacate the premises immediately. Hirers will receive a full refund for the cancelled booking.

Payment of Hire Fees & Bond

17. Hall and key bonds are applied to bookings in accordance with the current [schedule of fees and charges](#).
18. Payment of casual hire fees and bonds are required prior to the commencement of the booking and may be made prior to collection of the key. Please refer to the below key collection times. Payment of regular hire fees may be made in full up front or invoiced quarterly in advance. Payments for hall and key bonds for regular hirers are required prior to the commencement of any booking. Please note we are unable to provide an invoice for bonds.
19. Payment can be made by the following methods
 - In person between 8:30am and 4:30pm at the Customer Service Centre – 35 Old Perth Road, Bassendean.
 - By cheque made payable to the 'Town of Bassendean' and posted to PO Box 87, Bassendean, WA, 6934
 - By credit card over the phone, please call 9377 8000

To assist with the processing of your payment please ensure you bring/attach a copy of your confirmation letter or invoice or have these readily accessible if making a payment by telephone.

Key Collection

20. Casual hirers shall arrange to collect a key for the facility (hall or meeting room) or reserve (change rooms, club rooms, lights, gates) from our Customer Service Office – 35 Old Perth Road, Bassendean between 8:30am and 4:30pm. Please ensure you bring a copy of your confirmation letter, as this will be required for the issue of the key. A \$50.00 casual key bond will apply. Key collection is as follows:
 - Weekday bookings between business hours – key to be collected and returned on the same day.
 - Weekday booking after business hours – key to be collected on the day if the booking takes place in the evening, or if commences early morning prior to opening hours the key, can be picked up the day before.
 - Weekend Bookings – key to be collected on the Friday before 3:00pm and returned to either our after-hours key box or the next business day.
21. Regular hirers of facilities or reserves will need to complete a permanent key application. Arrangements will be made for you to collect the key from our Customer Service Office – 35 Old Perth Road, Bassendean between 8:30am and 4:30pm. Please ensure you bring a copy of your confirmation letter and drivers licence, as these will be required for the issue of the key. A \$100 permanent key bond will apply.

22. If additional regular keys are required (in addition to the original key), a cost of \$20 will apply for each additional key that is issued. This does not apply in the event of a lost key, which is covered by section 24.

Refund of Bond

23. Bonds will be refunded approximately 2 weeks after refund authorisation. The hirer will be required to complete a bond refund form and submit to the Town for approval.

24. Bond deductions will occur as a result of

- Damage to the hired facility or equipment/surrounds;
- Damage to the hired reserve (turf or reticulation) or hired facility (public toilets, club rooms or change rooms);
- Additional cleaning costs, decoration or litter removal;
- Additional facility hire time;
- Security call out fee;
- Loss or damage caused to the key.

In the first instance, funds will be withheld from bonds paid to cover costs for loss or damage caused to the facility or reserve. If the value of the loss or damage is greater than the bonds held the hirer will be liable to reimburse the Town of Bassendean for the full amount of the value. The Town will undertake the work immediately, pending review. In the event of any disputes, they will be handled as per the Town's complaints process.

Hire Fees

25. The schedule of fees and charges for the hire of community facilities, parks and reserves are set annually by Council. All fees are GST inclusive.

Liquor Licence/Consumption

26. The hirer of any facility or reserve must comply with the provisions of the Health Act, Liquor Act, Police Act and Criminal Code or any other relevant Act in force.

27. Consumption of liquor on local government property - Hirers must request and obtain a liquor permit (\$15.00) from the Town to be able to consume liquor within the facility or at a reserve during the hire period.

28. If approved, liquor may only be consumed within the building at Town facilities or at Town reserves within clearly defined areas. For reserves an area will need to be sectioned off and designated by signage as an "Alcohol Consumption Permitted Area". People must stay within the confines of this area when consuming alcohol.

29. No person under the age of 18 years is to consume alcohol at any time in or at any of the Town facilities or reserves.

30. Sale of liquor - If liquor is to be sold, the hirer must first obtain the relevant permit via the Racing, Gaming & Liquor Portal <https://www.dlgsc.wa.gov.au/> in accordance with the *Liquor Control Act 1988*. A copy of the permit must be supplied to the Town a minimum of 7 days prior to the date of hire.
31. If the booking is a BYO function, the hirer is solely accountable for the responsible service of alcohol and must provide non-alcoholic and low alcohol products as well as ensuring food is available. In addition, the hirer should ensure the appropriate behaviour of guests during the booking and consider the safe transport of guests at the conclusion of the booking.
32. It is the responsibility of the hirer to inform any caterers of all the conditions of hire that apply.

Risk Management/Insurance

33. Risk Management - Hirers have a duty of care to ensure they take all reasonable steps to provide a safe event or activity for the participants and any other person (including Town of Bassendean employees, contractors and volunteers) at the booked facility or reserve. The Town may request evidence of this, either prior to the acceptance of the booking or at any other time. Failure to provide this, or at a level acceptable to the Town, may result in the booking arrangement being terminated.
34. Hold Harmless Clause - the hirer agrees to hold the Town of Bassendean harmless for any liability or loss to any person, equipment or property, if it arises during the hire period.
35. Public Liability Insurance – If hiring a facility or reserve more than 12 times in a calendar year, the hirer will need to provide Public Liability Insurance for the value of \$20,000,000 covering their activity for the duration of the hire. If hiring a facility or reserve 12 times or less in a calendar year and the hirer is non-commercial, non-profit making and non-incorporated, the hirer is covered under the Town’s Casual Hirers Public Liability Insurance Policy. If hiring a facility 12 times or less in a calendar year and the hirer is a sporting body, club, association, corporation or incorporated body, such hirers will need to provide current Public Liability Insurance for the value of \$20,000,000. Regardless of the above, if the event is open to the public, the hirer will need Public Liability Insurance for the value of \$20,000,000. Hirers are required to provide a copy of their Public Liability Insurance Cover/Certificate of Currency with the booking and events application form. Each user group must ensure their insurance cover remains current for the duration of the hire period.

Working with Children Legislation

36. The hirer is responsible to comply with the working with children legislation. The Town reserves the right to refuse an application that does not comply with the legislation. A copy of working with children cards are to be provided with the booking application.

General Housekeeping

37. With the ongoing Covid-19 restrictions, hirers are to ensure that they adhere to the Town's and their group's Covid Safety Plan for the hired facility and undertake the necessary cleaning requirements, which includes but is not limited to:
- 1 person per 2m²;
 - Physical distancing of 1.5m;
 - Adhere to reduced capacity limits;
 - Provide sanitiser and use the sanitiser upon entry;
 - Common touch surfaces to be cleaned and sanitised upon entry and exit, such as door handles, taps and tables/chairs – hirer to provide own cleaning products.
 - Report any confirmed exposure of COVID-19 to relevant authorities.
38. Fire exits and pathways must not be obstructed at any time.
39. Patio heaters and LPG gas bottles are not permitted to be used or stored within the Town's buildings.
40. It is the hirer's responsibility to provide additional bins or have rubbish removed from a ground/venue if a function or activity generates an excessive amount of rubbish. Glass containers (including stubbies) must be removed from the ground/venue and not placed in the bins provided at the facility or reserve.
41. Hired areas must be left clean and secure by the hirer at the conclusion of the activity.
42. Any damaged caused to the facility or reserve will be at the expense of the hirer.

Additional Conditions – Facilities

43. The Town provides only basic cleaning equipment in each facility (broom and dustpan); the hirer is responsible to provide any other cleaning equipment and/or products required. Hirer to refer to the cleaning checklist provided in hire pack or refer to copy located in kitchen.
44. The floors, walls, or any other part of the building, or any fitting or furniture shall not be broken, pierced by nails or screws or in any such manner or in any other way damaged. No fittings shall be erected in the building. All decorations must be removed immediately after the function.
45. The hirer is responsible to lock and secure the Town's facilities after use.

Additional Conditions - Reserves

46. Sprinklers and pipes on reserves are not to be removed or interfered with in any way. Any hirer found guilty of this will be charged for reinstatement costs and/or repairs.
47. Pointed objects are not to be driven into the surface of any reserve unless approved in writing by the Town, e.g. erection of star pickets, tent pegs, etc.
48. In the case of pegs being used to secure nets, marquees and other approved items, pegs must be **plastic**. All pegs must be removed when fixture/event complete. Any costs resulting from damage caused by plastic/steel pegs will be payable by the hirer.

49. Reserves shall only be marked with materials approved by the Town. Lime, creosote, herbicide or sump oil is not to be used under any circumstances for marking reserves, and hirers will be liable for any damage caused by using incorrect materials.
50. The use of confetti or similar materials is not permitted.
51. No parking of vehicles on the reserve except in areas allocated for that purpose.
52. The hirer is responsible to lock and secure the Town's facilities at the reserve after use (including car park gates).
53. Correct disposal of waste and recycling is the responsibility of the hirer. If existing bins are not adequate, additional bins must be organised at the hirer's expense.
54. Additional conditions for Steel Blue Oval.
 - Hirers of the oval shall be responsible for supplying their own equipment relating to the use of the ground. Equipment requests are not to be made to the Swan Districts Football Club.
 - Hirers of the oval using the Bill Walker Stand change rooms must ensure all litter and other rubbish is picked up and placed in the mobile garbage bin located at the oval.

Storage

55. Conditions for utilising storage within a Town facility.
 - The hirer is aware that storage is subject to availability and that they may be required to share a storage area/facility with another user group.
 - The Town accepts no responsibility for the use, damage or theft of items in storage. The Town recommends hirers have their items insured with appropriate contents insurance cover.
 - The storage area must be left in a clean and tidy state at all times.
 - Any damage to storage rooms/areas must be reported to the Town immediately.
 - The storage of hazardous or dangerous materials is not permitted. (I.e. gas bottles)
 - The Town reserves the right to vary these arrangements at any time.

First Aid

56. The hirer must provide all first aid equipment and supplies required during the booking. No first aid equipment or supplies are provided at the facility or reserve.
57. A defibrillator is located in an external cabinet at the Town's Customer Service Centre, 35 Old Perth Road Bassendean. The cabinet can be opened by key from the Customer Service Centre during normal office hours, or by entering a code that can be obtained by contacting 000.

Emergencies

58. Hirers and group leaders have full responsibility for the health and safety of their participants at all times, including any emergencies and evacuations.
For major emergencies, please call 000 in the first instance.
For Police attendance, please call 131 444.
59. In the case of any building emergencies (broken window, plumbing, electricity) the hirer is to contact the Town on phone numbers provided below.
9377 7480 - Ranger Services (7am - 7pm)
0407 440 677 - Manager Recreation and Culture
0488 902 804 - Recreation Development Officer

Access and Inclusion

60. The Town is committed to ensuring our community facilities and reserves have a welcoming, inclusive environment and the same level of access to people with disabilities.
Hall and Meeting Room access includes:
- External and internal disability entry – level or ramp with handrails, includes access to all open areas of halls and meeting rooms including kitchen;
 - Disability access to toilets;
 - Car, bus and 5 minute drop off parking bays in close proximity to facilities, please ensure parking bays with time restrictions are adhered to.

Hirers of Town facilities and reserves are asked to advise guests of the entry access points and parking for people with disabilities to actively encourage people with a disability to attend and be involved.

Clear and visible signage should be in place at the location of available ACROD parking and additional directional signage should advise the designated entry point.

Barbecues

61. The use of solid fuel barbecues or similar appliances for the purpose of cooking or heating in our reserves is prohibited at all times.
62. The use of gas / electric / solar barbecues or similar appliances for the purpose of cooking or heating is conditionally permitted at reserves without existing barbecues. For more information please call Ranger Services on 9377 7480.

Equipment and Electrical

63. The setting up, stacking and storage of tables, chairs and other equipment is the responsibility of the hirer. Chairs must be stacked and/or returned as per the instructions located in the storage room, tables to be folded and returned to the allocated storage area or trolley at the end of the hire period.

64. Any equipment brought into the facility or onto the reserve must be removed immediately following the hire period. Hirers may not store equipment at facilities or reserves without express permission from the Town. All equipment stored at the facility is done so at the hirers' own risk.
65. All electrical equipment brought into the facilities or onto reserves must be in a safe, working condition, tested and tagged by a licensed electrician to ensure electrical compliance.
66. Smoke machines, bubble makers, bouncy castles, amusement rides or petting zoos must not be operated or held within facilities or on reserves, without the express permission in writing by the Town. All bouncy castles require current public liability insurance with a copy to be provided to the Town. Amusement rides require the following to be submitted:
 - A complete list of amusement rides;
 - The WA Plant Registration Number or Class 1 Certificate;
 - Copy of the most current Inspection Certificate;
 - Copy of logbooks;
 - Current public liability insurance.

Music/Sound

67. The hirer shall control noise to ensure compliance with the *Environmental Protection (Noise) Regulations 1997* at all times, to this regard, ensure music/crowd noise is not audible at the boundary. You can achieve this by keeping doors and windows closed during your event and ensuring guests/function does not spill out into carparks, reserves/outdoors etc.
68. Substantiated complaints regarding excess noise may affect future applications.

Single Use Plastics and Balloons

69. Hirers must comply with Council Policy [2.15 Single Use Plastics & Balloons](#), which provides the requirements and obligations for the purchase, sale and use of single-use plastics and balloons at events on Town managed land.

Signs and Advertising

70. Signage for public events held in the Town shall be limited to advertising the event and will require the applicant's name/logo to be clearly stated and included on all digital, online and print promotional material developed for the purposes of promoting the event.
71. The sign shall use symbols and lettering of a sufficient size to be clearly legible when observed from a distance and clearly state who is responsible for the event.
72. The content of the sign shall be limited to advertising an activity or event and providing direction to its location.
73. The sign shall only be placed for the duration of the activity or event to which the sign relates; unless given permission by the Town.

- 74. While exhibited, the sign shall be secured to not become a hazard, particularly when subject to wind loads.
- 75. The sign shall not be placed on a footpath.
- 76. The sign shall not be placed within 1m of a vehicle carriageway or parking bay.
- 77. The sign shall not be placed in any other location where, in the opinion of the local government, the sign is likely to obstruct sight lines along a thoroughfare or cause danger to any person using the thoroughfare.
- 78. Advertising of your event or private function can only commence when all fees and bonds have been paid in full to the Town of Bassendean.

Smoking

- 79. Smoking within Town facilities and reserves is prohibited. It is the responsibility of the hirer to ensure that attendees do not smoke.

Acceptance of Conditions

I declare the information provided in this application is true and correct. I have read and understand the above conditions and are authorised to accept them on behalf of the applicant named previously. I understand that submitting this application does not secure a booking or event approval and that I will be contacted for further information relating to the hire or event approval process. A booking confirmation or event approval letter will be provided once the hire or event has been confirmed.

I will adhere to the Covid-19 Safety Plan and undertake the necessary precautions and cleaning requirements.

For private parties or events with alcohol I will ensure to register with the Kiara Police Station.

NAME OF APPLICANT:.....

SIGNATURE OF APPLICANT:.....

DATE: / /