



A. BASIS OF HIRE AND USE Regular/Casual Bookings

1. Regular bookings (12 or more bookings in one calendar year) are reviewed annually by Council through an Expression of Interest process. Permanent bookings are not permitted.
2. Casual bookings (11 or fewer bookings in one calendar year) for the following calendar year will not be confirmed until the Expression of Interest process for regular bookings has been finalised.
3. Application for hire must be made in writing by a person over the age of 21. Proof of identification will be required.
4. Council will advise the hirer in writing if the booking is approved. Council has the right to refuse a booking.
5. The Application for Hire form must be completed, signed and returned to the City of Canning within 7 days of receiving approval for your booking.
6. Confirmation of a casual booking may require a deposit of 25% of the hire fee (not including the bond) or full payment if less than \$100 within 7 days of making/receiving approval for the booking.
7. Council has the right to impose special conditions on a booking, including additional security requirements for some type of events.
8. The hirer is not permitted to use the facility for any purpose or activities other than what is indicated on the Booking Application Form.
9. The hirer is responsible to ensure that all contact and event details (eg: dates, times, number of guests etc) are correct. The hirer must advise Council if their contact or booking details change prior to the event.
10. The hirer must advise Council of special events or activities at least 7 days prior to the day (including partnership events with Council staff) so that additional services can be organised (eg: extra cleaning, additional garbage collection, security, setup etc).
11. The hirer is responsible for conducting an inspection of the facility upon arrival and report any damages immediately to Council to ensure that the cost to repair the damage is not passed onto the hirer.
12. The hirer must ensure that the number of people attending the activities does not exceed the maximum capacity of the facility as determined by Council in accordance with fire regulations.
13. All persons entering Council property do so at their own risk.
14. The hirer acknowledges that the facility is a shared facility and may be used by other groups or third parties from time to time. Council is not responsible for loss, damage or stolen property belonging to the hirer or the hirer's invitees.
15. A new booking application form must be completed whereby the contact person for the booking and as provided to Council leaves the group/organisation, including the transfer of the booking into another person's name.
16. Smoking is prohibited in any part of the premises and within 4 metres of all entrances to any building on the property.
17. Where participants are under the age of 21, the hirer must ensure that there will be a ratio of 1 (one) person over 21 years of age to every 10 participants under 21 years of age.
18. Entry tickets cannot be sold at the facility or in association with the event at any time unless it is indicated on the Booking Application Form and approved by Council. Council reserves the right to refuse the sale of tickets or may request that the hirer/seller provide evidence that it is a registered business or a charitable organisation.
19. The hirer is not permitted to display promotional materials within the facility except on internal notice boards. Promotional material is not permitted to be displayed outside of the

- facility without prior written approval from Council. Where approval is granted the hirer must remove the material at the end of each booking session.
20. The hirer must comply with the terms and conditions of this agreement; failure to do so may result in additional fees and charges, forfeiture of the bond and/or cancellation of the booking.
 21. Council reserves the right to make changes to the Terms and Conditions of Hire as required during a calendar year. Hirers will be advised of any changes in writing.
 22. The hirer is required to attend the event for the duration of the booking or until such time as their guests have left Council property and the alarm has been set.
 23. The hirer must nominate the person who will assume their responsibilities for the event should the hirer be required to leave for a brief period of time. The name of the nominated representative must be identified on the Booking Application Form. This person must be over 21 years of age.
 24. If the event is terminated, Council's consent to remain on the premises is withdrawn. All patrons must leave the premises. Patrons who remain on the premises after the event has been terminated will be committing an offence.
 25. Fires of any type are prohibited in Council facilities and on the surrounding grounds. Community fireworks events can only take place with specific written approval from Council and a permit obtained from Work Cover Australia.
 26. Use of thumb tacks, Bluetack and sticky tape for decorations is not permitted (including the floor and painted surfaces)
 - a. *No decorations attached to fans or air conditioners*
 - b. *No confetti or glitter to be used*
 - c. *Use of open flame candles must be negotiated with Council prior to the event.*
 - d. *Ice is to be kept in suitable water tight containers.*
 - e. *Kegs are to be kept in the kitchen or other suitable locations.*
 27. The hirer is responsible for ensuring that correct manual handling techniques are used for moving and stacking away chairs and tables to the designated areas.
 28. The Hirer's Checklist and Feedback form must be completed and returned with the keys on the next business day after the event.
 29. Casual Hirers will automatically be covered by the City of Canning's Casual Hirer's Liability insurance against claims of negligence or omissions, for third party property damage or third party injury or death, resulting from the hirer's use of the hired facility. Cover is limited to \$10,000,000 and a \$500 excess applied. A casual hirer means any person or group of persons (not being a sporting body, club, association, corporation or incorporation body), who hires a Council facility for non-commercial or non-profit making purposes, less than 12 times per calendar year. The City of Canning's Casual Hirers Liability insurance excludes the following:
 - a. *Employer's liability;*
 - b. *Property in casual hirers physical care, custody or control. This exclusion shall not apply to premises which are hired from the City of Canning;*
 - c. *Personal injury or property damage arising out of the ownership, maintenance, operation of any registered vehicle, aircraft or watercraft;*
 - d. *Fines and penalties;*
 - e. *Personal injury or property damage caused by or arising directly out of or in conjunction with assault and battery committed by the casual hirer or at the Casual hirer's direction unless reasonably necessary for the protection of persons or property;*
 - f. *Liability for loss, injury, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with an act of terrorism.*

B. BOND, HIRE FEES AND ADDITIONAL CHARGES

1. All fees and charges are annually adopted by Council and subject to change each year on the 1st of July. All events held after this date will be charged the new fee. Notification will be given to the hirer of any change or increase of fees before the event is held.
2. An administration fee may be incurred where the booking details are changed by the hirer after bookings have been confirmed.
3. The hirer may be required to pay a bond as part of their booking.
4. Hirers with regular bookings will be invoiced monthly in advance. All fees must be paid in full no later than 14 days after the date of invoicing. Partial payments will not be accepted.
5. Hirers with casual bookings or Functions are required to pay the full hire fee at least 14 days prior to the commencement of the booking/function. Partial payments will not be accepted.
6. EFT payments can be negotiated upon request through Council's Application for Refund form.
7. The bond cannot be transferred to future bookings.
8. The bond will not be issued to the hirer until all hire fees and charges have been paid and the keys returned to Council. Council reserves the right to retain all or part of the bond should the Terms and Conditions of Hire not be adhered to.
9. The cost to repair any damages and/or replace Council property will be deducted from the bond. If the cost exceeds the bond the hirer will be invoiced for the difference accordingly.
10. Bonds will be processed as a pre-authorisation (a hold of the bond amount on your credit card) whenever possible. A pre-authorisation lasts for 7 days before your bank automatically cancels the hold. (Pre-authorisation will not attract interest on your credit card account.)
11. Pre-authorisation bonds are required to be paid by 2pm the day prior to your function. Please ensure that you have adequate funds on your card. Where keys are to be collected, the Pre-Authorisation bond is to be paid at time of collection.
12. In cases where pre- authorisation is not possible (i.e. eftpos, cash or eft), full payment of the bond is required. These bonds will be refunded via cheque approximately 14 days after your booking.
13. A cheque will be in the name of the person whose name is on the receipt, unless otherwise negotiated with Council and if the Terms and Conditions of Hire has not been breached.

C. CANCELLATIONS

1. Cancellation of a booking, once any payment is received, must be made in writing to Council.
2. Cancellation fees may apply if insufficient notice is provided. The charges are defined in the City's Schedule of Fees and Charges and may extend to 100% of the hire fees.
3. The hirer is responsible for advising all participants of the cancellations of bookings.
4. Council retains the right to cancel or relocate bookings at any time where the facility is required for the purpose of the Council (including an emergency, Federal State or Local Election). In these instances Council will endeavour to provide the affected parties with due notice and offer an alternative venue where possible or provide a full refund of any fees paid. Council is not liable to the hirer for any loss or damages suffered by the hirer as a result of such cancellation.

5. Cancellations may attract an administration fee

D. ACCESS TIMES

1. The facility cannot be accessed prior to the approved booking time, after the approved booking time or during or prior to the following day for any purpose, including for the purpose of cleaning up after the event or for the removal of equipment or personal items. Additional fees will be incurred if the hirer accesses the facility outside of the approved booking times.
2. The event must be finished, the facility cleaned and the alarm set by the approved finishing times. Failure to do so will result in additional charges and may result in the forfeiting of the bond.
3. There is no free time to set up or pack away. Fees will apply from the time the hirer gains access to the facility until the time the alarm is set at the end of the booking period.
4. Unauthorised access will result in additional fees and charges and/or cancellation of the booking. (See "O. Appendix of Surcharges")

E. INSURANCE AND INDEMNITY

1. Hirers must have Public Liability Insurance of no less than \$10 million or an exemption from Council. A copy of the certificate of currency must be submitted with the booking application form.
2. Any requests for exemption of Public Liability Insurance must be made at the time of submitting a booking application form. Requests for exemption from Public Liability Insurance must be approved in writing by Council prior to commencement of activities. Council reserves the right to decline any requests for exemption.
3. Casual Hirers (not being a sporting body, club, association, corporation or incorporated body) will automatically be covered by the City of Canning's Casual Hirer's Liability insurance against claims of negligence or omissions, for third party property damage or third party injury or death, resulting from the Hirer's use of the hired facility. Cover is limited to \$10,000,000 and a \$500 excess applied.
4. Council does not insure any goods or equipment that is brought into the facility or left in the facility by the hirer or their invitees.
5. Council will not compensate the hirer for any losses of any goods or equipment or consequential losses arising out of the damage or loss of the equipment. Hirers are advised that they should obtain insurance for their own equipment and goods.
6. The hirer will indemnify and release Council in respect of any judgment, action, liability or any matter arising from the negligence of the hirer or its agents and against any act or omission of the hirer or its agents commenced by a third party against the Council.
7. The hirer releases Council from any liability to the hirer except where the damage to the hirer arises from a negligent act or omission by Council.

F. ELECTRICAL EQUIPMENT / HIRE EQUIPMENT

1. Commercial cooking appliances such as deep fryers and/or naked flame appliances are not to be used in the facility. Should you require these appliances, it must be included as part of your booking, and will be considered on a case-by-case basis.
2. Artificial snow making machines and smoke machines are not permitted

3. The hirer is responsible for ensuring that any electrical equipment and/or extension leads, brought into the facility by the hirer and/or their guests, are checked for defects, faults and/or damage. Additional fees will be incurred if the power to the facility fails as a result of defective electrical equipment and/or extension leads.
4. Council will not compensate the hirer in instances where failure of the power is a result of the hirer's and/or their guests' actions (eg: use of damaged, faulty or defective electrical appliances and/or overloading the power circuits).
5. The hirer must obtain prior approval from Council to have amusement rides, jumping castles, jukeboxes, hired karaoke equipment, portable stages and/or any other equipment at the event.
6. The hirer must ensure that any supplier of hired equipment has a Certificate of Currency for Public Liability Insurance of no less than \$10 million.
7. Jukeboxes and other entertainment equipment must be removed from the facility at the conclusion of the event and within the finishing time as specified in the application. Council acknowledges that this may result in additional charges to the hirer from the supplier.
8. All proposed appliance use must be discussed with Council staff at the time of making an application for hire, to ensure compatibility with venue power supply. Please be aware that many common appliances (including amplifiers, bain-maries (electric food warmers), coffee percolators and urns) have high-energy requirements and their use at the venue may be limited or not permitted. All electrical items brought into the Centre must be tested and tagged by a registered electrician. Such tagging will be undertaken in compliance with AS/NZS 3760 or other State requirements if this exceeds the standard. Tags must be checked prior to use in the Centre.
9. The hirer is to ensure they are familiar with the location of all included in the booking and operating instructions relating to the equipment – including safety items. Clarification is to be sought from the City prior to collection of keys.
10. Where Council equipment (including but not limited to fridges, air conditioners, microwaves, kitchen facilities, tables or chairs) is found by Council not to be in working order prior to the event, Council will use its best endeavours to replace (or make alternative arrangements to rectify) the faulty piece of equipment to a reasonable standard within a reasonable time.

G. CONSUMPTION OF ALCOHOL

1. A liquor permit must be obtained from the City of Canning in order to consume alcohol on the premises. The cost of this is included in the hire fees.
2. If you are selling alcohol, or charging a fee which includes the provision of alcohol and other items, an Occasional Liquor License is required from the Department of Racing, Gaming and Liquor WA. A copy of the licence to sell alcohol must be provided to Council at least 14 days prior to the event. The licence **must** be in the name of the hirer.
3. Council, Police and other enforcement agencies have the authority to enter the facility at any time during the event and terminate the event should there be an accident, emergency or a breach of the *Terms and Conditions of Hire*. In these instances the hire fee and bond may be forfeited.
4. Some Council facilities operate under a No Alcohol Policy
5. Failure to indicate that alcohol is to be consumed at the event on the booking application form may result in the forfeiting of the bond.
6. The hirer is responsible for ensuring that their guests do not consume alcohol outside of the facility or in the surrounding areas (including in car park, footpaths, parks etc). Failure to do so may result in the forfeiting of the bond and early closure of the event.

7. The hirer must comply at all times with the responsible service of alcohol legislation, in particular in relation to underage drinking and intoxication provisions.

H. KEYS AND ALARM CODES

1. Hirers with regular bookings will be issued keys by Council for the full booking period.
2. Hirers with casual bookings/functions will be required to collect the keys from Council prior to each booking session.
3. Failure to collect keys on time may result in additional fees and charges.
4. When keys are required to be collected, keys can be collected on the last working day prior to the event from the Civic Centre, between 8.30am and 4.45pm.
5. The keys will not be issued if the Booking Application Form is outstanding and /or if the hire fees have not been paid in full.
6. The hirer must advise Council at least 14 days prior to the event if they wish to have another person collect the keys on their behalf.
7. The person collecting the keys will be required to present their identification before the keys will be issued to them. Once the keys are collected the hirer is responsible for the keys and the keys are not to be left or given to other persons.
8. A unique alarm code and alarm instructions will be issued with the keys. Council can monitor the hirer's access to the facility through use of the alarm code.
9. The hirer must advise Council immediately if the keys are lost. Loss of keys may result in charges being incurred for the replacement of locks, security keys and installation of new alarm codes. (See "O. Appendix of Surcharges")
10. An alarm call out fee will be incurred by the hirer if the alarm is not set correctly at the end of the event. Alarm instructions will be provided with the keys. (See "O. Appendix of Surcharges")
11. All keys must be returned the next business day after the event.
12. Keys must be returned to Council when the key holder leaves the group and/or activity. Council will reissue the keys to the new contact of the group and/or activity.

I. CLEANING AND LOCKING UP

1. The hirer is responsible for leaving the facility in a clean and tidy condition. This includes sweeping the floors, mopping up any spillages, and ensuring that the kitchen and toilets are clean.
2. The hirer is responsible for bringing their own cleaning supplies to the event (eg: washing up detergent, dish clothes, dish towels, paper towel etc).
3. Cleaning products/chemicals are not to be used on the floors. Any damages caused to the floors as a result of using unsuitable cleaning products/chemicals will result in additional fees and charges. (See "O. Appendix of Surcharges")
4. Council will provide cleaning equipment such as brooms, mops, buckets and dust pans.
5. The hirer is responsible for ensuring that tables and chairs are cleaned and returned to the designated area and stacked correctly.
6. The hirer is responsible for ensuring that all rubbish is placed in garbage bags (to be provided by the hirer) and placed in designated bins. Additional fees and charges will apply if garbage is not placed in designated bin. If rubbish exceeds the garbage bin capacity, the hirer must take the rubbish away.

7. The hirer is responsible for ensuring that cigarette butts, bottles, bottle tops, cans and/or other litter that is left in the car park, outside of the building or around the yard is picked up and placed in the garbage bin.
8. If the facility is left in an unsatisfactory condition that requires additional cleaning or removal of rubbish, the hirer will be charged for this service. Weekend penalty rates will apply. An administration fee may also apply. (See "O. Appendix of Surcharges")
9. The hirer must ensure that all lights, fans, heaters, air conditioners and cooking appliances etc. are turned off and the windows and doors are locked prior to setting the alarm and leaving the facility. Failure to do so may result in the forfeiting of the bond.

J. CONDUCT AND BEHAVIOUR

1. The hirer shall be responsible for the management and supervision of the event and the proper conduct of their guests at all times both inside and outside of the facility. The hirer shall be required to:
 - a. *Contact appropriate authority if any intoxicated persons attempts to enter the facility*
 - b. *Decline entry to persons who are not invited*
 - c. *Request guests that are leaving the event to do so quietly*
 - d. *Ensure their function and their guests are considerate of neighbouring residents and/or other hirers in nearby Council facilities*
 - e. *Ensure their guests use the car parking facilities appropriately*
 - f. *Request guests to be considerate of other users of the car parking facilities*
2. The hirer will be responsible for payment of any costs associated with damage or vandalism caused to the facility or surrounds by any person during the booking period.
3. Council has the right to decline future bookings if the hirer does not exercise reasonable control over their guests attending or leaving the event. Such incidents may also result in forfeiting of the bond or reports made to the police.
4. Council will advise the Hirer if security is required and a suitably licenced agency will need to be organised by hirer.
5. The hirer must observe general noise levels during the event both internally and externally including in the car parking area.
6. Amplified music must be kept inside the facility and must cease 30 minutes prior to the end of the approved booking time.
7. The hirer must ensure the playing of music ceases as per the booking confirmation and no later than midnight (1am on New Year's Eve).
8. Noise from the event is not to be offensive to the adjoining neighbours.
9. The hirer is responsible for ensuring no function guests enter any other area not booked by the hirer.
10. The hirer is responsible for ensuring steps are taken to minimise noise levels from their use of the facility, including closure of doors and/or windows, reduction of music levels, control of noise whilst entering and leaving car parks.
11. The hirer is responsible for ensuring the number of people attending the function does not exceed the room's licensed capacity.
12. The hirer must adhere to the City of Canning's Consolidated Local Laws part IV.

K. PARKING AND DELIVERIES

1. All persons attending the activities must observe parking rules and regulations. Any vehicles found to be parked illegally during the event, i.e. vehicles double parking, obstructing driveways or parked on the footpath, may receive an infringement notice.
2. Vehicle access is not permitted inside the yard of facilities.
3. The hirer is responsible for assisting their guests with traffic management and street parking.
4. Delivery vehicles must not mount the kerb or park anywhere on the footpath or paved areas or impede traffic and pedestrians, especially in areas that may block access for emergency vehicles.
5. The hirer and their guests do not have exclusive rights to the car park area. A number of Council's car parking facilities are shared facilities and may be used by other members of the community during your event.

L. STORAGE ARRANGEMENTS

1. Storage areas are limited and cannot be guaranteed.
2. Storage allocations will be reviewed annually by Council in consultation with the hirers. Hirers will be advised in writing from Council of any changes to storage allocations or arrangements.
3. The hirer is responsible for ensuring that allocated storage areas are kept clean and tidy, especially where storage areas are shared. Council reserves the right to inspect all storage areas. Hirers will be advised in advance of any inspections.
4. The hirer is not permitted to change any locks or install new locks without prior written approval from Council.
5. The hirer is not permitted to keep perishable food items in the storage areas. Any items such as coffee, tea, long life milk, sugar must be kept in suitable air tight containers.
6. The hirer will be responsible for the payment of any costs associated with pest management resulting from the storage of food items and other perishable goods.
7. All food items stored in the refrigerator must be removed for weekend hirers.
8. Toxic or dangerous goods are not permitted to be stored at the facility (eg: LPG bottles, gas lighters, methylated spirits, toxic cleaning products etc).

M. MANAGING EMERGENCIES AND REPORTING INCIDENTS

1. The hirer is responsible for determining that the facility is fit for purpose and suitable for their activities. Any identified risk and/or damage relating to Council property must be reported immediately to Council
2. The hirer must familiarise themselves with the Evacuation Plan on display at the facility before commencing any activities and in particular note the location of emergency exit doors.
3. The hirer is responsible for ensuring that fire doors and emergency exits are not obstructed throughout the event. The placing of furniture, boxes or any other item or structure within two (2) meters or within the areas of the emergency exits is prohibited.
4. The hirer is responsible for calling 000 and organising easy access for emergency vehicles in cases of emergency, serious injury or illness of anyone attending the event.
5. Fire equipment provided in all facilities is for emergency use only. Misuse of this equipment will incur fees for repair and replacement and can result in the forfeiting of the bond.

6. Any emergency building issues that occur during an event should be reported to Council's after hour service.
7. The hirer must provide Council with full details of any incident that occurs during the event that resulted in the attendance of the Police, damage to Council property, or injury to a guest. These details must be verbally reported to Council within 24 hours after the event.

N. SPECIAL CONDITION

1. High risk functions include 15th to 25th birthdays, buck's nights, hen's nights, graduations, sporting groups and other parties where the guests are predominantly in the 15-25 age group.
2. A responsible adult must be present for the entire duration of the function, and take full responsibility of the function, including full financial accountability.
3. The hirer must arrange suitable licensed security staff to be present for the entire duration of the booking.
4. The hirer agrees to register the function with the WA Police and a Party Registration Form must be completed, and all conditions met prior to the booking being approved.
5. The function must be by invitation only and cannot be advertised on Facebook or any other social media sites.
6. The Canning River Eco Education Centre does not permit social functions such as birthday parties, weddings, anniversaries and family gatherings

O. Appendix of surcharges

1. Please refer to the Schedule of Fees and Charges regarding surcharges and penalties that may apply.

P. Specific to active reserves/playing fields (in addition to all other conditions)

1. Use of pavilions, change rooms and or toilets within a sports pavilion on active public reserves must be arranged with the pavilion lessee of that ground where applicable, or, in the absence of a lessee, Council. All clubs controlling change rooms and pavilions are required that in the event of hire of the grounds, the change rooms must be made available to the hirers. The clubs are permitted to charge for the cost of cleaning and other expenses and to impose a bond against possible damage.
2. It is to be noted that it is an offence to drive or stand any type of vehicle on the reserve except on those parts of a reserve set aside as roads, driveways or vehicle parking areas. The Club is to ensure that all members and spectators are made aware of this offence. The Community Safety Officers patrol the reserves regularly and will issue infringement notices to offenders.
3. Summer sports seasons are to run exclusively between; October 1 to March 31 inclusive. Winter sports seasons are to run exclusively between April 1 and September 30 inclusive. Pre-season training will be permitted subject to the approval of the incumbent Organisation and Council.
4. All outstanding monies in relation to previous season's ground allocations must be paid prior to the commencement of the season. Failure to do so will result in the loss of the ground for that season. Costs associated with the cleaning of the club rooms on a weekly

basis will be the responsibility of the incumbent club in addition to all and any Lease or Permit Clauses.

5. Should any other club, organisation and or association approach any sporting club for use of the ground on any day not being used, it must be directed to Council and on no account must private arrangements between clubs and or groups be made.
6. Where change rooms/pavilions/clubrooms not under lease agreement are used by a club, all associated costs such as electricity and gas consumption are to be paid for by the Club. The club will ensure that it has adequate Public Liability Insurance cover and any other insurance cover deemed necessary by Council, and shall indemnify Council for any loss or damage caused by the club, its members, players, spectators and competitors to any person or property whatsoever. Proof of such policies must be sighted by Council prior to the commencement of the season.
7. During the times the club occupies the change rooms and playing fields, it will be responsible for the conduct of persons partaking in its activities and particularly applied to evenings when facilities are used for training. All club equipment and property, including goal posts, ground marking equipment etc is to be removed from the reserve on completion of the seasonal hire period. All sporting clubs are required to be incorporated and failure to do so will result in loss of the use of a ground/s.
8. The marking of sports grounds are the responsibility of the incumbent club using the ground during the allotted sports season. Only commercially available grass line marking liquids containing PVA ingredients only which are environmentally friendly and safe to use will be permitted in the marking out of playing field dimensions. The use of herbicides; creosote, kerosene, diesel, oil or any other substance which will result in adverse effect to the turf will not be permitted. Any club who uses such substances will be required to carry out the necessary remedial work as determined by Council to rectify the situation. Alternatively Council will repair and maintain any damage caused to the playing surface with the relevant club being liable for all costs incurred by Council.
9. Ern Clark Athletics Centre change of event date
Event change of date – first change, no charge, second and subsequent changes \$60 per change