



# APPLICATION

## ERN CLARK ATHLETICS CENTRE

EVENT NUMBER

TRIM REFERENCE

### BOOKING DETAILS

(Mr/Mrs/Ms) Name \_\_\_\_\_ Surname \_\_\_\_\_  
 Address \_\_\_\_\_ State \_\_\_\_\_ P/C \_\_\_\_\_  
 Phone (hm) \_\_\_\_\_ (mob) \_\_\_\_\_  
 Email Address \_\_\_\_\_  
 Organisation / Club (if Applicable) \_\_\_\_\_

### VENUE DETAILS

AREAS REQUIRED \_\_\_\_\_  
( Track, javelin, high jump, discus/hammer cage )  
 Start Date \_\_\_\_\_ End Date \_\_\_\_\_ Time \_\_\_\_\_ to \_\_\_\_\_  
(If your booking is for multiple dates, please attach additional information sheet)  
 Attendance \_\_\_\_\_  
 Type of Booking (please circle): Training Sports Day / Athletics Carnival / Meet Vehicle Access Other  
 Facility Requirements (circle): Change rooms Toilets Kitchen/Kiosk Floodlights Other  
 Are you a not for profit organisation? YES NO (if "Yes", please attached your group's *Certificate of Incorporation*).

### BOOKING DETAILS

Will athletes be wearing spiked track shoes?*	Yes*	No
Will you be installing a marquee?*	Yes*	No
Will your event finish later than 8pm?*	Yes*	No
Do you require use of flood lights?*	Yes*	No
Will you need to drive a vehicle into the area?*	Yes*	No
Will the weight of the vehicle be greater than 4.5 tonnes (requiring an LR licence or higher)?*	Yes*	No
Will you be putting any stakes/pegs into the ground more than 15cm long?*	Yes*	No
Will you be consuming alcohol?*	Yes*	No

\* If you have marked yes on any of the above, please provide additional information.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

### DECLARATION

I, \_\_\_\_\_, have read and understand the conditions of hire contained in this document (three pages). I declare that I am an authorised representative of the Organisation/Club named in the application and that I am over the age of 18. I will ensure that, being the responsible hirer, the Conditions of Hire are adhered to. Should my use of the facility contravene the terms and conditions, or should my use of the facility cause damage to the facility, I accept that I may be held liable for replacement and repair of said damage. I hereby give permission for any associated costs to be charged to the organisation or club named in the application or deducted from any bond held (if applicable).

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

# CONDITIONS OF HIRE

## RUNNING SPIKES:

### SCHOOL GROUPS ARE NOT PERMITTED TO USE SPIKES

- 1.1 Only "Christmas Tree" and "Pyramid Spikes" are permitted.  
Spike length limits:  
Track Area 7mm / Field Events 9mm / High Jump and Javelin Area 12mm
- 1.2 Needle spikes and soccer/football studs are not permitted on the track surface.
- 1.3 Patrons with incorrect spikes will be denied use of the track. If incorrect spikes are used, the city may on-charge the cost of repairs to any damage caused.
- 1.4 Spikes must not be used to mark the track.

## TRAINING

- 1.5 Only forwards running is permitted on the track (no backwards running)
- 1.6 Areas are to be used for their specific purpose (e.g. javelin training can only occur on javelin runways)
- 1.7 Training is to occur away from the three inside lanes

## OTHER CONDITIONS

- 1.8 Starting blocks must have spikes of at least 15mm
- 1.9 Vehicles must not cross track surface.
- 1.10 Sand must be swept from the long jump track before and after use
- 1.11 No chairs or other equipment are to be placed on the track

## KEYS

- 1.12 Keys should be collected from the Council admin office at 1317 Albany Highway, Cannington before 5pm on the last working day before your booking. (Please note the office closes at 5pm sharp). **No reminders will be issued for key collection. We regret that the office cannot remain open to admit late comers.**
- 1.13 Keys MUST be returned immediately after your booking – by placing them in the MAIL SLOT on the wall at the side of the main entrance to Council offices, if the office is closed. There is a fee of \$115 if a gate or building is left unsecured, so please contact the City's Patrol & Security Services on 1300 422 664 if you have any problems when locking up or setting the alarm (if applicable)

## PAYMENTS

- 2.1 Full payment (**including bond**) is required at least 14 days prior to the date of the booking. No reminder/account will be sent.
- 2.2 Cheques and money orders are to be made payable to "City of Canning".
- 2.3 Booking fees are subject to annual review and are subject to increases.
- 2.4 Only booking applications with a Certificate of Incorporation attached are eligible for the "Community Rate".

## REFUNDS/CANCELLATIONS

- 3.1 Event change of date - first change, no charge, second and subsequent changes are subject to Event Change of Date Fee.
- 3.2 Cancellations made with less than 7 days' notice will be subject to the Cancellation Fee.

## BONDS

- 4.1 A Bond may be charged for this event and a Bond is held against the following:
  - \* Damage to the building or equipment;
  - \* Loss of key. Charged per key;
  - \* Failure to secure the place or attendance by Security Officer due to breach of conditions;
  - \* Attendance by a City of Canning Environmental Officer due to an excessive noise complaint; and
  - \* Additional charges for cleaning, repairs or other expenses incurred by the City.
- 4.2 The hirer is liable for costs incurred in excess of the bond.
- 4.3 Bond refunds will only be made to the person or group in whose name the booking was made.
- 4.4 Bond refunds will be made via a direct deposit into a nominated bank account. This will be made within 2 weeks following the booking.

## BOOKING CONDITIONS

- 5.1 Event must finish by 6:00pm unless otherwise arranged with the City.
- 5.2 The venue must be left in a clean and tidy condition. A charge for extra cleaning will be made if the venue is not cleaned appropriately.
- 5.3 It is essential that the facility be left secure on departure. The hirer will be provided with keys to unlock and lock all areas included in the booking. Keys are to be returned by the next business day.
- 5.4 Failure to return the key will result in an \$85 Inc. GST charge being deducted from the bond plus any costs incurred in changing locks.
- 5.5 All Council facilities are smoke free environments. Smoking is strictly prohibited inside the facilities.
- 5.6 The hirer must ensure that the number of persons attending the event does not exceed the licensed capacity. Please refer to the notice on the wall inside the building for capacity.

# CONDITIONS OF HIRE

## HIRER RESPONSIBILITIES

- 6.1 The hirer is responsible for the behaviour of all people attending the function.
- 6.2 The hirer is responsible for ensuring that no members attending their function enter or use any other area of the facility not booked by the hirer.
- 6.3 The hirer is responsible for ensuring exits are kept closed and unobstructed.
- 6.4 The hirer is to ensure they are familiar with the location of all equipment required and any operating instructions relating to the equipment – including safety items. Clarification is to be sought from the City prior to collection of keys.
- 6.5 All food/alcohol/rubbish must be removed from the facility at the conclusion of the booking.
- 6.6 The hirer must take all reasonable precautions to prevent personal injury and property damage.
- 6.7 The City of Canning will not accept liability to any damage, theft or loss of items.

## SECURITY

- 7.1 The City Of Canning has a 24hr service available for difficulties regarding security whilst on council property. For assistance with security matters call 1300 422 644 for assistance.
- 7.2 In the event of an emergency the hirer is responsible for the safe and timely evacuation of all attendees through the facility's emergency exits.

## CONSUMPTION OF LIQUOR

- 8.1 A liquor permit must be obtained from the City of Canning in order to consume alcohol on the premises.
- 8.2 If you are selling alcohol, or charging a fee for entry which includes the provision of alcohol, an Occasional Permit is required from the Department of Racing, Gaming and Liquor.

## CITY OF CANNING LOCAL LAWS

- 19.1 Local laws applicable can be forwarded if required. Please contact Recreation Services for a copy.

## INDEMINITY AND INSURANCE

- 10.1 The Hirer is liable for all property damage and personal injury or death to third parties arising out of negligent acts or omissions by the Hirer. As such the Hirer shall indemnify the City of Canning against;
  - (i) Loss of or damage to property of the City of Canning, including existing property;
  - (ii) Claims by any person against the City of Canning arising out of or as a consequence of the actions of the hirer.
- 10.2 Hirers are required to provide evidence of Public Liability insurance with a minimum sum insured of \$10,000,000 which covers the Hirer's activity for the duration of the hire.
- 10.3 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 applies. A Casual Hirer means any person or group of persons (not being a sporting body, club, association, corporation or incorporated body), who hires a Council facility for non-commercial or non-profit making purposes.
- 10.4 The City of Canning's Casual Hirers Liability insurance excludes the following:
  - (i) Employer's Liability;
  - (ii) Property in the Casual Hirers physical care, custody or control. This exclusion shall not apply to premises which are hired;
  - (iii) Personal injury or property damage arising out of the ownership, maintenance, operation of any registered vehicle, aircraft or watercraft;
  - (iv) Fines and penalties;
  - (v) Personal injury or property damage caused by or arising directly or indirectly out of or in connection 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;
  - (vi) 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
- 10.5 The City of Canning must be notified in writing as soon as possible of every event involving personal injury or property damage, which may result in a claim under this cover.