CONDITIONS OF RESERVE HIRE

The Town takes pride in its various parks, reserves and sports grounds and maintains them at a high standard. A number of conditions are placed on hirers of the Town's various parks and reserves which are outlined below:

Fees and Charges

- Comply with the Town’s Schedule of Fees and Charges for Sports Grounds and Reserves which form part of these conditions in addition to the Town’s Local Laws and Regulations.

- Pay the bond specified in addition to the hire fee. Arrangements will be made for the refund of this sum within ten working days and on receipt of advice from the Infrastructure Parks Crew Leader that the venue has been left in a condition similar to that of initial hire and upon return of keys to the Town of Cambridge within 48 hours of the said hire (if applicable).

- Fees will be charged should any repair or restoration work to the Town’s assets (such as reticulation, fences, turf etc.) necessitated by The Hirer’s activities or to cover the cost of extra services which the Town’s staff may have to supply.

- Conclude your event on time - if not, you will be charged additional costs in accordance with the Town’s fees and charges schedule.

Keys

- Failure to return keys within 48 hours will result in The Hirer being charged $40 for the replacement of the key and to cover administration time to arrange the replacement.

Cancellations

- A cancellation fee will be charged should the booking be cancelled prior to the event. Cancellation fees are dependent on the period of notice given, as follows:

<table>
<thead>
<tr>
<th>Period</th>
<th>Fees retained by Council</th>
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<tbody>
<tr>
<td>30 days or more</td>
<td>0%</td>
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<tr>
<td>14 to 29 days</td>
<td>25%</td>
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<tr>
<td>7 to 13 days</td>
<td>50%</td>
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<tr>
<td>Less than 7 days</td>
<td>100%</td>
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</tbody>
</table>

- Despite the Town agreeing to hire the park or reserve it may at any time prior to the commencement of the period of hire on repayment of the hiring fee cancel the hiring
and the Council shall not be liable to pay any compensation or damages by reason of such cancellation.

Parks, Reserves and Sports Grounds Care

- Any person found to be damaging any equipment or any part of any reserve will be requested to vacate the reserve and will be responsible for repair or restoration work to the equipment or reserve.

- Care must be taken when placing stakes into the ground in order not to damage the Town’s reticulation system. Parks Officers must meet with the organiser who is placing marquees, tents or stakes of any kind into the ground, a minimum of **14 days prior** to the event. Cost of repair of damaged reticulation will be billed to The Hirer.

- The Town’s reserves are all public open spaces and no hirer shall erect a fence around an event or charge an admission fee unless authorised by the Town.

- No person shall light any fire within any park or public reserve except in an area set aside for the purpose, without the written permission of the Chief Executive Officer.

- No person shall erect or place within any park or public reserve any tent, stall, platform, or table for public amusement or for any performance without the written consent of the Chief Executive Officer.

- Reserves and their associated facilities must be left in the same condition in which they were found. All rubbish and equipment is to be removed from the reserve at the conclusion of the booking. All gates are to be re-locked and left secure.

- An additional cleaning service is required for large events of 500+ participants. This service will be arranged by the Town and invoiced to The Hirer. Current cleaning rates are available by calling the Town's Administration Officer, Community Development on 9285 3112.

Waste Management

- Ensure all litter is removed otherwise Town staff will remove it and you will be charged accordingly. Permanent bins on the park or reserve are provided for general public only not for events. If the bins are used for commercial rubbish, The Hirer will be liable for littering penalties.

- Additional rubbish services are required for large events of 500+ participants and it is the responsibility of the Hirer to arrange this. Additional rubbish services can be organized through the Town’s waste management provider Perth Waste or The Hirer’s preferred waste management contractor. Perth Waste can be contacted on telephone 9418 5577 or email cambridge@perthwaste.com.au

- Additional bins can be dropped at the reserve on the day of the event or the night before and need to be collected on the event day or the next morning.

- The number of additional rubbish bins depends on the number of participants and if there is food service. Please see allocations below:
  - Event without food service: 1L of general waste and 1L of recycling per person per day.
- Event with food service: 2L of general waste and 1.75L of recycling per person per day.

### Noise and Copyright Compliance

- Comply with the provisions of the Environmental Protection Act 1986 and the Environmental Protection (Noise) Regulations 1997. A breach of the Environmental Protection Act may result in a Noise Abatement Direction or an infringement notice being served. Non compliance with a Noise Abatement Direction is evidence of an offence and the maximum penalty is $5,000.

- Council’s authorised officers are empowered to impound equipment found to be causing excessive noise, and to issue infringement notices for breaches of the above mentioned regulations.

- Comply with the requirements of the Copyright Act 1968 and ensure that no music subject to copyright is played unless you as The Hirer obtain a licence from the Australasian Performing Rights Association.

### Food Vendors

- The sale of food and drink is not permitted without first obtaining written approval from the Council.

- Ensure that individuals or organisations wishing to sell food or drink, goods or services apply for a **Stallholders permit** for each stall and pay the appropriate fee. This approval is separate to the approval to hire the reserve but must be made in conjunction with the application to hire a reserve a minimum of **21 days prior** to the event.

- The event organiser is to ensure that all food and drink vendors are aware that they must be registered under the Food Act 2008. The Town must also be provided with a Copy of each business's Food Act Notification/ Registration Certificate and a copy of their most recent Food Premises Inspection Report. These documents should be submitted in conjunction with the stallholder application.

### Structural Certification for Marquees greater than 3m x 3m

- The Town is to supply the event organizer with appropriate structural certification forms to be signed on the day of the event (and before the commencement of the event) by a person competent to certify the structural safety of the marquee. The event organizer is responsible for being in possession of these forms during the event and for sending them to the Town as soon as possible after the event has finished.

### Electrical Compliance

- The Town will supply the event organizer with appropriate forms to be signed on the day of the event (and before the commencement of the event) by a licensed electrical contractor. The event organizer is responsible for being in possession of these forms during the event and for sending them to the Town as soon as possible after the event has finished.
Vehicle Access

- Ensure no vehicles are allowed access to or parked on a reserve at any time without first obtaining written permission from the Town. Parking a vehicle on a reserve is an offence under the Town of Cambridge Parking Facilities Local Law and the Town’s Officers may issue infringements to any illegally parked vehicles.

- No person, unless authorised by the Town, shall ride or drive over or leave any vehicle upon a park or reserve, except upon a carriageway or an area set aside for the purpose of parking.

Team Sports

- No person shall play in or at any game between opposing teams or practice at any game in a park or public reserve without having first obtained the written approval of the Chief Executive Officer.

- No person or organised club having obtained permission shall practice or play at any such game, except at such times and upon such portions of the parks or public reserves as specified in such approval.

- Seasonal users must have a Public Liability Policy to the value of minimum $10 million.

Commercial Group Fitness Licence

- A Commercial Group Fitness Class is an organised group of 3 or more people who participate in a paid range of exercises run by qualified trainer.

- Prior to conducting any Group Fitness Classes within the Town, the organiser (also known as the Hirer/Trainer) is required to obtain a Commercial Group Fitness Licence from the Town.

- All fees must be paid in full prior to you commencing your Group Fitness Classes.

- Group Fitness Classes are permitted to take place on reserves, parks and sports grounds where public access is permitted. Trainers are not to utilise playgrounds, skate parks or any other space where specific permission is required to conduct their classes.

- Group Fitness Classes are not to restrict pedestrian access on footpaths or other thoroughfares.

- Equipment used in the conduct of Group Fitness Classes must be approved by the Town prior to bringing on to the park/reserve.

- The Town's parks, reserves and sports grounds cannot be hired for exclusive use. Fitness groups are to share spaces with other users and minimise disruption to residents.

- The number of Commercial Group Fitness Licences allocated to any one park/reserve is limited to 5. Once this allocation has been reached no other Licences will be issued for the park/reserve in question.
• Group Fitness Classes are to operate between 6.00am (start no earlier than 6.00am) and 9.00pm (finish no later than 9.00pm) and classes cannot exceed a total of 12 hrs per week at a maximum of 3 reserves.

• Classes cannot exceed more than 25 people.

• Amplified music and equipment causing excessive noise is not permitted at Group Fitness Classes.

• The organiser is to ensure that Town of Cambridge “Approved Group Fitness” sign is displayed at all times when operating and is to keep the licence with them at all times, as an Officer of the Town may require proof of the booking.

• Trainers need to be registered with Fitness Australia as an Exercise Professional (Personal Trainer specialisation) or Business Member and are to provide a copy of their Public Liability Insurance certificate of currency of not less than $10 million.

• Any incidents (i.e. personal accidents, damage to park/reserve/sports ground, altercations with residents etc) need to be immediately reported to the Town.

Alcohol Consumption

• No person shall consume liquor or alcohol in any park or reserve without having first obtained the written approval of the Town.

General

• Authorisation to hold an event on a reserve does not give The Hirer exclusive use of, or the right to restrict public access to, any reserve unless specifically authorised by the Town.

• Ensuring public safety and security of the hired area is the responsibility of The Hirer.

• In the event of any dispute or difference arising as to the interpretations of these conditions the decision of the Chief Executive Officer shall be final and conclusive.

• No person shall in any park or public reserve willfully obstruct, disturb, interrupt or annoy any other person in the proper use thereof or willfully obstruct in the execution of his/her duty or insult or neglect to obey the lawful directions of any caretaker, ranger or authorised officer of the Council.

• The Town may grant any application to hire a park or reserve on such conditions as it thinks fit or it may refuse the same without assigning or giving any reason for such refusal.

• The relevant Act's and Town Local Laws must be complied with at all times.

• Failure to comply with all or any of these conditions may result in a forfeiture of all or a portion of the bond. In extreme cases, additional charges for cleaning and or reparation of damage and a ban on future hiring by the offending hirer, may be imposed.