**Reserves, Ovals and Public Open Space Hire Form**

**APPLICANTS MUST BE OVER 18 YEARS OF AGE**

This form is an application only and must be submitted for your booking to be processed. (Note: Functions selling liquor must be submitted at least 21 days prior to your function date.)

**PLEASE READ THIS APPLICATION CAREFULLY AS IT IS THE HIRER'S RESPONSIBILITY TO ENSURE THAT THEY HAVE CORRECTLY COMPLETED THE INFORMATION REQUESTED & HAVE UNDERSTOOD THE CONDITIONS OF HIRE**

### FACILITY INFORMATION

<table>
<thead>
<tr>
<th>NAME OF OVAL/ RESERVE REQUESTED:</th>
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<thead>
<tr>
<th>ADDITIONAL FACILITIES REQUESTED (PLEASE LIST eg storage)</th>
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<tr>
<th>INTENDED USE:</th>
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<thead>
<tr>
<th>DATE REQUESTED:</th>
<th>ESTIMATED ATTENDANCE NUMBERS:</th>
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<table>
<thead>
<tr>
<th>TIME (FROM):</th>
<th>TIME (TO):</th>
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<table>
<thead>
<tr>
<th>IS THIS AN ONGOING BOOKING?</th>
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<tbody>
<tr>
<td>□ YES* □ NO</td>
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*If yes please circle all dates required on the calendar provided.

### CONTACT DETAILS

<table>
<thead>
<tr>
<th>NAME OF PERSON MAKING BOOKING:</th>
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<table>
<thead>
<tr>
<th>NAME OF ORGANISATION:</th>
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<tr>
<th>TYPE OF ORGANISATION:</th>
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<tbody>
<tr>
<td>□ NOT FOR PROFIT □ COMMERCIAL □ COMMUNITY</td>
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<table>
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<tr>
<th>POSTAL ADDRESS:</th>
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<table>
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<tr>
<th>CONTACT EMAIL:</th>
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<thead>
<tr>
<th>CONTACT PHONE:</th>
<th>CONTACT MOBILE:</th>
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<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>ABN NO:</td>
<td>ORGANISATION PRESIDENT’S NAME:</td>
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**DOES YOUR ORGANISATION HOLD PUBLIC LIABILITY INSURANCE?**

- [ ] YES
- [ ] NO

**VALUE:**

*Please provide a copy of your public liability insurance with this form*

### FUNCTION INFORMATION

**WILL YOU BE CHARGING ENTRY TO YOUR EVENT?**

- [ ] YES
- [ ] NO

**WILL ENTRY BE BY INVITATION ONLY?**

- [ ] YES
- [ ] NO

### AMUSEMENTS/EXTRA EQUIPMENT

PLEASE DESCRIBE ANY EQUIPMENT/AMUSEMENTS YOU WILL BE USING (EG MARQUEES, AMPLIFIED MUSIC, SMOKE MACHINES, SLUSHIE MAKERS, BOUNCY CASTLES):

### FOOD

**WILL FOOD BE SERVED?**

- [ ] YES
- [ ] NO

**WILL FOOD BE SOLD?**

- [ ] YES
- [ ] NO

*Please provide details:

### ALCOHOL

**WILL ALCOHOL BE SERVED?**

- [ ] YES
- [ ] NO

**WILL ALCOHOL BE SOLD?**

- [ ] YES
- [ ] NO

PLEASE PROVIDE DETAILS OF HOW YOU WILL ENSURE RESPONSIBLE SERVICE OF ALCOHOL:

### SECURITY

PLEASE PROVIDE INFORMATION OF ANY SECURITY ARRANGEMENTS FOR YOUR EVENT:

### DECLARATION

I agree that I have read the City of Kwinana Conditions of Hire. I agree to abide by the City of Kwinana Conditions of Hire and be responsible for payment of all fees and charges associated with this hire.

I agree that I have the authority to make this application on behalf of the above named organisation.

Signature ___________________________ Date __________________

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**FOR BOOKING ENQUIRIES, PLEASE CONTACT:**

Administration
Cnr Gilmore Ave & Sulphur Rd, Kwinana WA 6167 | PO Box 21, Kwinana WA 6966 | **Hours** Mon-Fri 8am-5pm (Cashier hours 8am-4pm)

Telephone 08 9439 0200 | Facsimile 08 9439 0222 | TTY 08 9419 7513 | admin@kwinana.wa.gov.au | www.kwinana.wa.gov.au
2013-2014 Financial Year Calendar

Please circle all dates that you are requesting for booking

<table>
<thead>
<tr>
<th>Public Holiday</th>
<th>2013</th>
<th>2014</th>
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<tbody>
<tr>
<td>New Year’s Day</td>
<td>Wednesday 1 January</td>
<td></td>
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<tr>
<td>Australia Day</td>
<td></td>
<td>Monday 27 January</td>
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<tr>
<td>Labour Day</td>
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<td>Monday 3 March</td>
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<tr>
<td>Good Friday</td>
<td></td>
<td>Friday 18 April</td>
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<tr>
<td>Easter Monday</td>
<td></td>
<td>Monday 21 April</td>
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<tr>
<td>ANZAC Day</td>
<td></td>
<td>Friday 25 April</td>
</tr>
<tr>
<td>Western Australia Day</td>
<td></td>
<td></td>
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<tr>
<td>Queen’s Birthday* #</td>
<td>Monday 30 September</td>
<td></td>
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<tr>
<td>Christmas Day</td>
<td>Wednesday 25 December</td>
<td></td>
</tr>
<tr>
<td>Boxing Day**</td>
<td>Thursday 26 December</td>
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Conditions of Hire

Please read the following carefully prior to completing your Reserves, Ovals and Public Open Space Hire Application: Applicant to keep Conditions of Hire and return Application Form.

1. **BASIS OF HIRE**
   1.1 The hirer may only use the reserve for the purposes shown on the completed Application For Hire form. Successful application DOES NOT grant sole use of this space. Any time required for set up and cleaning up at the end of your event must be included in your booking time. The venue must be vacated by 12PM (midnight).
   1.2 The Hirer or the Hirer’s representative is responsible for communicating all conditions of hire and directives from the City of Kwinana to all other individuals associated with the booking.
   1.4 Applicants must be over 18 years of age and proof of age is required. Proof of identity is required for all bookings.
   1.5 Special conditions may be imposed for certain types of events. This is at the discretion of the City of Kwinana.

2. **BOOKING APPLICATION**
   Usage of the City's facilities or reserves must be applied for by completing in full the Reserves, Ovals and Public Open Space Hire form and returning the completed form(s) to City of Kwinana, PO Box 21 KWINANA WA 6966. This must be received within 10 working days of a tentative booking to enable time for booking to be processed, and 21 days for bookings requesting alcohol permits.

3. **CONFIRMATION OF BOOKING**
   3.1 All applicants must follow the procedures outlined in this Conditions of Hire.
   3.2 The Hirer will be responsible for ensuring the use of the facility complies with the approved purpose and all other conditions of hire.
   3.3 Any Hirer granted approval to use a City of Kwinana facility is at no time permitted to sub-lease or make it available for hire to any other individual or group.
   3.4 Unauthorised use or entry to a facility at any time without the written consent from City of Kwinana may result in legal implications, additional charges and put future bookings at risk.
   3.5 Booking form & payment must be received to confirm your booking. Tentative bookings will be held 10 working days only.
   3.6 The Hirer will be notified of confirmation of their booking in writing. Confirmation will be in the form of a letter which the hirer will need to keep as proof of booking and this must also be provided to collect keys, where required.

4. **SCHEDULE OF FEES & BOND PAYMENTS**
   4.1 According to City of Kwinana Policy, Public Open Space areas when used for passive recreation activities do not incur a hire fee.
   4.2 Hire fees and bond must be paid in full to confirm the booking. Access to the venue will not be allowed unless all charges are paid in full and all booking conditions are met.
   4.3 Bond amounts are in accordance with the adopted Schedule of Fees & Charges. These will be reviewed annually as part of the standard City of Kwinana budgetary process.
   4.4 Failure to comply with the Terms and Conditions outlined in this document may result in the forfeiture of all or a portion of your bond.
   4.5 Hire charges are set annually in late June for the following financial year commencing on the 1st July. Any increase will apply to bookings already confirmed that remain unpaid.

5. **REFUND OF BOND**
   5.1 If there is no damage to the facility or equipment or additional costs arising from the hire, the bond will automatically be refunded by cheque, usually within 6 weeks from the date of the booking.
   5.2 The Hirer acknowledges that failure to comply with all or any of these conditions may result in a forfeiture of all or a portion of the bond and that the City reserves its right to impose additional charges for cleaning and/or repair of any damages resulting from the hire. The Hirer also acknowledges that a breach of the hire arrangement may result in the City refusing to agree to any future hiring to the applicant, including any confirmed future bookings.
   5.3 The following fees and charges may be deducted from the bond:
     - Additional hire time
     - Repairs to the hired facility/equipment/surroundings
     - Additional cleaning
     - Security call outs.

6. **BOOKING CANCELLATIONS BY HIRER OR CITY OF KWINANA**
   6.1 Cancellations by the Hirer must be made in writing to the City of Kwinana.
   6.2 Cancellations by the Hirer within 2 weeks of the booking date will forfeit 100% of booking fee.
   6.3 All bookings for hire of space are at the discretion of the City of Kwinana. On occasion, the City may need to cancel or reschedule a booking to allow alternative use of the room, or may need to close a facility or restrict space within a facility to undertake maintenance or repairs. In this instance, every effort will be made to ensure the Hirer is given at least twenty one (21) days notification to make alternative arrangements.

7. **USAGE TIMES**
   7.1 Approval to use a City of Kwinana Facility applies only to the times and dates outlined on the booking confirmation letter.
   7.2 You must allow for set-up and clean-up times on your Reserves, Ovals and Public Open Space Hire form.
   7.3 If the function extends past the approved time, additional hire fees will be charged. This is also subject to below.

8. **ATTENDANCE CAPACITIES**
   8.1 Attendance must not exceed 50 people without application for a special event through the City of Kwinana’s Environmental Health Department, Application for Special Event form. In the event that such numbers are exceeded, the booking will be cancelled.

9. **ADVERTISING**
   9.1 The Hirer must not advertise their private function / party by any medium including fliers, newspapers, posters, social media or the Internet without the prior consent of the City of Kwinana obtained in writing.

10. **KEYS**
    10.1 Keys must be obtained from the Recquatic on the day of booking only. Keys must be returned the same day or before 10am the next day after the booking date.
    10.2 The Hirer will be required to pay a $50 call out fee in accordance with City’s Schedule of Fees if keys are lost, misplaced or not returned in time for the next booking.
    10.3 Keys will not be issued unless all monies associated with the booking are paid and the Terms and Conditions signed.
11. **CONSUMPTION OF ALCOHOL**

11.1 The Hirer must comply with provisions of the Liquor Licensing Act 1988. Alcohol is strictly prohibited on any Public Open Space or Reserve area, without the required approval, and will be granted only under special circumstances.

11.2 No alcohol is to be consumed in any facility without an Alcohol Consumption Permit being obtained from the City of Kwinana. Application to Consume Alcohol at a City of Kwinana Facility form is required to be completed and returned to City of Kwinana with completed Community Halls & Centres Casual Hire Form (Proof of age required).

11.3 No alcohol is to be sold at any facility without the appropriate license being obtained from the Department of Racing, Gaming & Liquor. Please see www.rgl.wa.gov.au for further information. Copy of license must be presented before booking will be confirmed.

11.4 Supply by the HIRER of any bulk alcohol (including keg beer) will incur a higher bond. The Hirer must disclose this information on the Application to Consume Alcohol at a City of Kwinana Facility.

12. **SMOKING**

12.1 Smoking is strictly prohibited on all City of Kwinana property.

13. **SAFETY**

13.1 All electrical cords, fittings, switches and other electrical appliances used by the Hirer must comply with the appropriate Australian Standards and display a current electrical test tag. The Hirer will use its best endeavours to ensure the safety of all persons attending the event.

14. **INSURANCE**

14.1 A community group who applies to hire a City of Kwinana Facility or Reserve 12 times or less per year may be covered under the City of Kwinana’s Casual Hirers Liability Insurance.

**PLEASE NOTE THAT THIS EXCLUDES INCORPORATED BODIES**

14.2 Incorporated bodies, sporting clubs/associations and commercial groups or commercial type bookings must have Public Liability Insurance cover to a level not less than $10 million. Other non-profit/community groups must have cover to a level not less than $5 million. When required, evidence of Public Liability Insurance must be provided prior to commencement of the hire.

14.3 A certified copy of the Certificate of Insurance is to be attached to the Reserves, Ovals and Public Open Space Hire. Failure to provide evidence of insurance entitles the City of Kwinana to revoke the hire agreement.

15. **INDEMNITY**

15.1 Upon acceptance of the hire, the Casual or Regular Hirer undertakes to hold the City of Kwinana indemnified against all claims, losses, actions, damages, costs (including legal costs) and expenses whatsoever arising out of or in connection with the hiring of the venue; Personal injury (including death or disease) to the Hirer or any invitee or third party unless and only to the extent that the Hirer proves said injury was due to the negligence of the Hirer or any invitee or third party and only to the extent that the Hirer proves said injury was due to the negligence of the City of Kwinana; Loss of or damage to any property owned by the Hirer, the City of Kwinana or any third party; Breach or non-compliance with any statute or regulation or local law of any public, municipal or other authority.

16. **CLEANING**

16.1 It is the responsibility of the Hirer to leave the facility clean and tidy. All food scraps, rubbish, decorations and equipment are to be removed.

16.2 Cleaning must be completed by the time specified on the booking confirmation. If cleaning is required as a result of your booking, a separate charge or forfeiture of your bond may occur.

16.3 All rubbish must be removed from the facility at the completion of the hire period and placed in the outside bins provided. The Hirer must take any rubbish with them that will not fit in provided bins. The hirer should promote the recycling of waste materials.

18. **HIRER’S OTHER OBLIGATIONS**

18.1 Prohibited items: Barbecues, gas bottles, open flames, portable stoves or ovens, fireworks, kerosene or spirit type lamps, spit roasts must not be used within the premises.

18.2 No fire of any type may be lit in the surrounding grounds of any hall or pavilion.

18.3 Confetti, rice, glitter or glitter shapes are NOT permitted within the halls/pavilions or surroundings.

18.4 Signs may not be displayed or affixed to any facility by hirers except with the permission of the City of Kwinana.

18.5 Decorations, drawing pins, screws or adhesive tape must not be used to affix any decorations. All decorations are to be completely removed after the event. If any remain, the cost of removal may be deducted from your bond.

18.6 Performers: the hirer is responsible for obtaining any permits required for the performance of any dramatic or musical work, or the playing of any recorded material.

18.7 Children under the age of 12 are not allowed to enter the kitchen or bar areas.

18.8 Smoke machines, amusement rides, bubble makers and bouncy castles must not be used inside the halls/pavilions, but may be used with permission within the grounds. Event lighting, portable bars and drink/slushie machines may only be used with the permission of the City of Kwinana.

18.9 Hirers are requested to be mindful of any inconvenience that may be caused to surrounding residents. All care must be taken to not park on residential verges, damage private lawns or irrigation systems.

19. **DAMAGE**

19.1 Please ensure that any notable damage is reported prior to the commencement of your booking as it will be deemed that this damage occurred during the course of your function.

19.2 All damage is to be reported to City of Kwinana Administration during business hours (Monday to Friday) or to Ranger Services Administration up until 7.00pm weekdays and until 5.00pm weekends.

19.3 Breakages, theft or damage: the hirer is responsible for any breakages, theft or damage caused to the venue hired or supplied equipment resulting from the hirers use of the venue. Should any such event occur, City of Kwinana should be notified as soon as possible.

19.4 The Hirer is responsible for any breakage, damage or loss to the City’s property or equipment, which occurs during the Hirer’s use of the Facility. The cost of repairing or replacing any breakage, damage or loss will be borne by the Hirer and will be deducted from the bond.

19.5 The HIRER will be responsible for any damage to the surrounding facilities as a result of the function. The cost of repairing such damage will be deducted from the bond. This includes, but is not limited to, damage to parking bollards, piping, trees, shrubs, fences, grass, signs, lighting etc.

20. **SECURITY**

20.1 Security arrangements are required for birthday parties, disco’s or band nights. This can be carried out by parents, or by a professional security organisation.

20.2 The hirer will be responsible for any damage caused if security arrangements are inadequate. The Hirer shall ensure that all lights are turned off and any doors, windows and gates locked and alarms systems armed at the completion of each booking. Failure to secure the premises or late close (1am) could result in a security call out and fees & charges will apply.

20.3 For parties/events with alcohol permits, the Hirer must complete a WA Police Party Registration form and return it to the City of Kwinana with Casual Facility Hire Form.
21. CALL-OUTS
21.1 Should a City of Kwinana Ranger be called out as a result of the Hirer's non-compliance with any condition of hire, a call-out fee will be deducted from the bond.
21.2 The Ranger shall have authority to terminate the hire arrangement forthwith in the event of non-compliance if in the reasonable opinion of the Ranger the breach is likely to continue.
21.3 Should a Police call-out be required and/or a noise abatement notice issued as a result of the Hirer’s failure to comply with a noise warning this will result in full forfeiture of the bond.
21.4 Should a guard call out for either late to close (1am) or not arming the building will result in the fee being deducted from the hirer's bond.

22. CONTROL OF NOISE
22.1 All noise activities shall comply with the provisions of the Environmental Protection Act 1986 and Environmental Protection (Noise) Regulations 1997.
22.2 Noise generated by playing loud music and/or noise from human activities (shouting, quarrelling and vehicles) shall NOT cause a noise nuisance or annoyance to neighbouring premises, at all times.
22.3 The Hirer shall be kept liable for any fees and charges relating to the investigation of a noise incident or complaint, as approved by the City of Kwinana.
22.4 The Hirer acknowledges a breach of the Environmental Protection Act 1986 may result in enforcement action by Police or Environmental Health Officers including, the issuing of a Noise Abatement Direction which can in the event of non-compliance, lead to a maximum penalty of $25,000, Infringement Notices $250 or $500 and/or the seizure of noisy equipment.

23. COMPLIANCE WITH LEGISLATION AND LOCAL LAWS

24. SPECIAL EVENTS
24.1 The Hirer acknowledges that if they are hiring a City of Kwinana Facility for the purpose of hosting a special event, they will be required to complete the City’s Special Event Application Package and abide by any special conditions as outlined in the confirmation letter.

25. HIGH RISK BOOKINGS
25.1 Occasionally the City of Kwinana may deem a booking to be a high risk booking to which additional requirements will be applied.

25.2 The City of Kwinana reserves the right to restrict the halls available for high risk bookings.
25.3 High risk bookings will be required to have a minimum of two licensed security providers on site at all times. The hirer will need to provide proof of security arrangements to the City of Kwinana. Depending on the type of booking, the City may deem that more than two security providers are required.
25.4 High risk bookings will be required to provide information to the satisfaction of the City of Kwinana as to how people will be moved on from the hired facility on completion of the hire period.

26. VEHICLE ACCESS
26.1 No vehicle is authorised to access any facility, reserve or public open space area without obtaining prior consent from the City.

27. TENTS/MARQUEES
27.1 No tent or marquee is to be erected at any facility, reserve or public open space area without obtaining prior consent from the City of Kwinana.
27.2 No stakes and/or pickets are to be placed into any part of the ground without the City of Kwinana’s consent in order not to damage reticulation. Any repair of damage to the City of Kwinana’s reticulation will be at the expense of the Hirer.

28. SALE OF FOOD
28.1 The hirer must ensure that approvals are obtained from City of Kwinana Environmental Health Services prior to the sale of food. This is applicable even if food is sold for fundraising or charitable purposes. You are required to comply with the Food Act 2008, Food Regulations 2009 and Australian New Zealand Food Standards Code. Please contact City of Kwinana Environmental Health Services for applications and further information. Failure to notify or register under the Act may incur a fine of $10,000 for an individual and $50,000 for a body corporate.

29. STORAGE
29.1 All equipment must be removed or may be disposed of and the Hirer sent an invoice for cost of disposal.

31. SPECIAL CONDITIONS
31.1 The hirer acknowledges that any special conditions set out in the booking confirmation shall apply and be incorporated in this agreement. In the event of any conflict between these conditions and the special conditions, the latter shall take priority.

FOR BOOKING ENQUIRIES, PLEASE CONTACT:
Administration
Cnr Gilmore Ave & Sulphur Rd, Kwinana WA 6167 | PO Box 21, Kwinana WA 6966 | Hours Mon-Fri 8am-5pm (Cashier hours 8am-4pm)
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