



CONDITIONS OF HIRE

NOTE: All potential hirers must familiarize themselves with these conditions at the time of preparing this Booking Application Form.

1. Application for hire of City of Melville parks, reserves and venues, including furniture and property, shall be made to the City of Melville or its recognized agent on the prescribed form.
2. The fees for the hire of the venues and facilities shall be at the rates as fixed by the City of Melville in its Annual Fees and Charges Schedule. Please refer to the attached fees and charges.
3. All fees must be paid at least 30 days prior to the date of the function.
4. If a cancellation is received at least 7 days prior to the booking, the hire fee (minus the Administration fee) may be refunded.
5. When using the Main Hall, a bond must be lodged as a guarantee that the venue and its facilities will be left clean and tidy and in an undamaged condition. The bond will be refunded subject to compliance with all of the conditions listed herein.
6. For parks or reserves, a bond must be paid if erecting a fixture (e.g. marquee, tent, bouncy castle etc.). The bond will be refunded subject to compliance with all of the conditions listed herein.
7. Caterers and persons responsible for hiring must ensure that the area(s) used are left in the same condition as they were found. **Any extra cleaning of kitchens, toilets or floors etc will be deducted from the bond.** The hirer needs to return all equipment to where it was found. If the cost of repair exceeds the bond amount, the hirer will be charged the additional costs.
8. The City of Melville reserves the right to refuse to hire any venue to an applicant without assigning any reason for refusal.
9. Applications for 18th or 21st birthday parties will NOT be accepted.
10. The City of Melville may, at any time, cancel any agreement for hiring of any venue. Such action would only be taken in the event of extreme necessity; notice of cancellation would be given at the earliest possible date and the amount paid by way of deposit and/or hire charge refunded.
11. In the event of two or more applications being received for hire of any hall for the same time and date, the City of Melville may, without considering any priority of application, determine to which applicant the hiring shall be granted.
12. In the case of reserve hire for weddings or functions, **Public Liability Insurance** is necessary if an external party (catering, Marquee Company etc.) is being used. In this instance, a copy of the external company's **Current Certificate of Public Liability** must be provided with this application form.
13. Public Liability Insurance is required and a copy of the Certificate of Currency to be attached to this form if the hirer is an incorporated body, company, association or other corporate entity, or if the casual hirer uses a City of Melville facility more than twelve times per annum in total.
14. The City of Melville has an insurance policy arranged through the Local Government Insurance Services and affected with the Local Government Insurance Fund which provides insurance protection for casual hirers of City of Melville owned and operated facilities.
 - This insurance is intended to cover a casual hirer's legal liability to pay compensation in respect to claims made against the casual hirer arising out of the hire of the facility. It does not extend to private cover for activities eg badminton, aerobics, dancing and the like. If a hirer is intending to conduct these types of activities it is advisable to purchase insurance independent of the City of Melville.
 - Where the claim arises out of the building or facility eg. someone slipping or tripping on a mat etc, the casual hirers liability policy will provide protection for the hirers legal defense cost and legal liability to pay compensation.
15. The hirer acknowledges that the insurance, if any, of the City of Melville in relation to the facility or otherwise may not be sufficient to protect either the City of Melville, the hirer or any other person in relation to any act, omission, conduct, happening or event at the facility for the duration of the hire period or at any other time.
16. The hirer shall indemnify and keep indemnified the City of Melville from any claim or demand arising from or in relation to any act, omission, damage, loss, charge, liability, outgoing, payment, expense, cost or the like of any party.
17. The hirer shall not commence any action, notice, demand, proceeding or make any claim of whatsoever nature against or to the City of Melville and shall not hold the City of Melville liable for any loss, damage, charge, liability, outgoing, payment, cost or expense in relation to the hire or use of the facility.
18. The indemnity referred to in Clause 16 is effective notwithstanding that the party claiming the loss, damage, charge, liability, outgoing, payment, expense or cost may not have been at or on the facility by the invitation or knowledge of the hirer.
19. When considered desirable by the Chief Executive Office, the hirer may be asked to provide a special constable/security guard at their expense for the duration of the function.
20. The hirer of the venue shall comply with the provisions of the Health (Miscellaneous Provisions) Act and any other relevant Act in force. If, in the opinion of the City of Melville or a duly authorized officer of the City of Melville, all necessary actions have not been taken to comply with the statutory requirements, the City of Melville or duly authorized officer may, prior to or during the function, forbid or prevent the continuing use of such buildings.
21. In the event of the use of the hall being forbidden or prevented under the preceding clause, the hirer shall forfeit all amounts paid for the hire as if the hiring had been fulfilled and the City of Melville shall not be responsible to the hirer for any loss or damage incurred by the hirer.
22. No person shall in any way damage, mark or deface any wall, door, furnishing or fixture which forms part of the hired venue or immediate surrounds.
23. All functions consuming alcohol and/or food on a **park** or **reserve** must arrange "waste/rubbish removal" or order extra bin(s) to be delivered if the number of attendees is expected to be 25 people or more. There are minimum requirements for bin hire (25 people = 1 bin minimum, 25 to 50 people = 2 bins minimum, 50 to 100 people = 3 bins minimum etc.).
24. The hirer may, with the express permission of the City of Melville or a duly authorized officer of the City of Melville, relocate plant, furniture or equipment to the immediate precincts of the venue.
25. No liquor, as defined in the Liquor Licensing Act 1988 shall be brought into or consumed in any portion of the halls or property without a **"Permit to Consume Liquor"** having been issued by the City of Melville. The permit can be obtained from the City of Melville for \$30.00 (non-refundable). The named person on the permit must be at the venue and available for the duration of the event. All **"Permit to Consume Liquor"** applications must be made in person.



26. If you intend to sell alcohol or charge an admission fee to a function in which you provide alcohol, you must apply, in writing, for an **"Occasional Liquor Licence"**. The application must be received by the Department of Racing, Gaming and Liquor **at least 14 days** prior to the function. Therefore, the City of Melville must receive your application **at least 20 days** prior to the event to ensure the City has adequate time to respond to your application.
27. Liquor Licences will not be granted beyond 12 midnight of the date applied for. At 12.20am, there should be no people in the venue, except for a maximum 10 people for cleaning. Those 10 people must have cleaned and vacated the venue by 1:00am.
28. No offensive impersonations or anything deemed likely to produce disturbances; riot or breach of the peace shall be permitted within each venue. The hirer shall maintain good order and behaviour within the property and shall be solely responsible for compliance with these conditions and for meeting the costs of any damages or loss of equipment.
29. Any authorized representatives of the City of Melville shall at any time be permitted free access to the venues and shall be given every facility for the enforcing of these conditions.
30. In the event of any breakdown of services, utilities etc. no responsibility will be accepted by the City of Melville, but the City undertakes to exercise reasonable care and precaution in this regard.
31. The hirer shall assume responsibility for the venue and its contents on the date of such hire, at all times after the initial opening as required by the hirer. Responsibility for the venue will remain the responsibility of the hirer until the agreed finish time occurs.
32. Electrical extension cords or appliances that will be plugged into any power socket at any City of Melville facility must be tagged and recorded as inspected by a qualified electrician. Hirers are to ensure that the test is current before operating. If the cord or equipment is not tagged or is not dated current the Hirer is instructed not to use.
33. **The number of persons attending the function shall not exceed the number as nominated on the Booking Application Form.** In no circumstances shall the number of persons exceed the total number permitted for that type of function in that particular premise.
34. **SMOKING IS NOT PERMITTED** within any enclosed area within the City of Melville. An enclosed area is defined as any area which features a roof and at least two walls. Any person or group found to be in breach of this will be issued and infringement. **In addition, please do not smoke within 10 metres of any playground or area where there are children.**
35. Hirers are charged for setting up time, which is to occur directly prior to the function. One hour free of charge packing up time is granted immediately after the function finishes. During this time all equipment is to be removed from the venue, chairs and tables packed away, floor swept and venue (including toilets, kitchen and bar area) brought back to a clean standard by the hirer.
36. If it is not possible to remove kegs, glasses and other items of equipment on the night of the function they must be stored in the kitchen. All items stored overnight must be collected at a prearranged time as discussed with the Bookings Officer (Council Resolution adopted 17 July 1990).
37. The nominated hirer who has applied for the use of the facility is solely responsible for the conduct of all persons and any event or happening at the facility for the duration of the hiring period.
38. Hirers are required to ensure that adequate medical and first aid equipment is available throughout the duration of the hire period.
39. The hirer is responsible for obtaining the appropriate licence/s if music is going to be used during the booking. These can be obtained through the Phonographic Performance Company of Australia (PPCA) & the Australasian Performing Right Association (APRA). For more information please refer to their websites: www.pcca.com.au & www.apra-amcos.com.au.
40. BBQ, playgrounds, park benches and the other permanent fixtures can not be booked for exclusive use and are not part of the casual hire of the reserve. Access to these should not be restricted to other casual users.
41. To ensure that community land is managed effectively to safeguard against potential damage, user conflict and any adverse effects to the residential amenity. To ensure this affective management is achieved, any organised activity in Council's parks and reserves requires approval from the City of Melville Council.
42. Any noise generated at events should not unreasonably impact upon nearby residents by exceeding 'assigned levels' under the Environmental Protection (Noise) Regulations 1997. Under certain circumstances, where it is known that music noise (ie. Concert) will exceed 'assigned levels' you may need to obtain a non-complying event approval.
43. Council does not always control bookings for use of community buildings located at sport fields. These are to be booked through the organisation who holds a lease for the facility (once approval for use of fields has been obtained from Council).
44. Clubs DO NOT have the authority to approve use of fields for any other users. Approval must be obtained from Council.

DECLARATION

I have read, understand and agree to abide by the Conditions of Hire.

Signature of Applicant: _____ **Date:** ____/____/____

**PAYMENT CAN NOT BE MADE WITH THIS FORM
ONCE APPROVED, YOU WILL RECEIVE AN APPROVAL LETTER AND A TAX INVOICE
COMPLETING THIS APPLICATION DOES NOT GUARANTEE APPROVAL**