

Condition of Hire – Sports Ground and Reserve Hire

Conditions of Hire

These terms and conditions apply specifically to the Hirer and the operations at the mentioned authorised location/s.

The Hirer will conduct the permitted activity in accordance with the application submitted to the City of Melville.

These Conditions of Hire are written in accordance with the Local Government Activities in Thoroughfares, Public Places and Trading Local Law 2014. All local laws are available for viewing on our website www.melvillecity.com.au

Hire Application

1. An Application for Hire of City of Melville parks, reserves and venues (including property), shall be made to the City of Melville on the prescribed form.
2. The City of Melville reserves the right to refuse or cancel the hire of a venue to an applicant without assigning any reason for refusal.
3. Applications for 18th or 21st birthday parties or celebrations will not be accepted.
4. A cancellation must be received, in writing, no less than 7 days prior to the booking date. The hire fee (minus the Administration Fee) may be refunded.
5. A bond must be paid for any activities relating to install a fixture (e.g. marquee, tent, bouncy castle), amusements (e.g. pony rides, animal farms, ferries wheels), vehicle access or issuing of a key (e.g. gate, toilet). The bond will be refunded subject to compliance with all the conditions. If the reserve is damaged and the cost of repair exceeds the bond amount, the Hirer will be charged the additional costs.
6. Clubs and other third party organisations do not have the authority to approve the use of reserves or playing fields.
7. This application does not constitute approval for the use of any community facilities/buildings at the reserve. A separate booking through the appropriate organisation will be required once approval has been granted for the grounds. Separate fees may apply.
8. BBQ, playgrounds, park benches and other permanent fixtures can not be booked for exclusive. Access to these is not to be restricted.

Permit/ Approval Requirements

To satisfy and maintain an approved booking/permit, Hirers:

1. Can only operate in the areas and at the times specified by the City of Melville in the approval/permit.
2. Shall comply with directions requested by City of Melville: Rangers, Community Safety and Security

Officers, Reserve Coordinators or other authorised Council officers.

3. Shall abide by all **Local Laws relating to Parking 2016**, unless otherwise specified in the approval. This includes (is not limited to):
 - 3.1. Parking within marked bays
 - 3.2. Not parking on footpaths
 - 3.3. Not parking in No Standing / No Parking areas
 - 3.4. Not obstructing other traffic
 - 3.5. Not allowing any type of vehicle onto public open space at any time,
4. Shall carry the issued approval/permit at all times whilst on site.
5. Acknowledge that the approval/permit is issued to an individual without a right of assignment of the approval/permit unless approved by the City of Melville in accordance with this Condition of Hire.
6. Shall pay all statutory fees in advance as required.
7. Acknowledge that the City of Melville reserves the right to conduct unannounced site visits at any time.
8. The Hirer is responsible for obtaining the appropriate licence/s if music is going to be used during the booking. Please contact Phonographic Performance Company of Australia (PPCA) and the Australasian Performing Right Association (APRA) for more information.
9. The Hirer may be asked to provide a special constable/security guard at their expense for the duration of the permit/approval.
10. The number of people attending the booking shall not exceed the number nominated on the Application for Hire.

Conducting of Activities and Care for Reserve Conditions and Other Users

The Hirer:

11. Shall always conduct themselves in a proper and orderly manner and be considerate to other users and adjacent residents when conducting activities in public areas.
12. The Hirer acknowledges and accepts that in the event the permitted activity causes undue interference or disturbance to others the City of Melville reserves the right to:
 - 12.1. Add, delete or alter any conditions indorsed upon or attached to the permit/approval
 - 12.2. Suspend the permit/approval
 - 12.3. Cancel the permit/approval or agreement for hire
13. Shall ensure that the area is maintained in a clean and tidy condition during and after use.
14. Shall ensure the activities do not in any way obstruct/interfere with either vehicular or pedestrian traffic or native animals.
15. Shall ensure that the activities do not damage, mark or deface any fixture which forms part of the hired space or surrounds.



16. Shall assume responsibility for the venue and its contents during the agreed permit/approval date and times.
17. Shall hold the appropriate liquor licence if alcohol is consumed during the booking.

Equipment

Hirers (and their Participants):

18. Shall not erect, hang or tie equipment from trees.
19. Shall ensure that any equipment used does not create any hazards or obstruction.
20. Are responsible for removal of all equipment from the site at the conclusion of each activity session.
21. Will not hold the City of Melville liable in the event of a breakdown of services or utilities.
22. Shall ensure all electrical cords or appliances operating at the booking have current tags and are tested by a qualified electrician.

Liability and Certifications

23. The Hirer must ensure that they have their own Public Liability insurance for a limit of no less than \$10,000,000 covering their liability in respect of:
 - 23.1. loss of, damage to, or loss of use of, any real personal property; and
 - 23.2. the bodily injury of or illness to, or death of, any person arising out of or in connection with the Hirers activity.
24. The City may request a copy of the Hirers Certificate of Currency as part of the application.
25. The Hirer agrees to indemnify and hold harmless the City of Melville against any loss, liability, damage, claims or demand arising from or in connection with the booking application or/and use of the facilities.
26. In cases where a Hirer employs an external party (e.g. caterer, marquee hire, amusement provider) to provide services on City of Melville land, the

Hirer is required to obtain a current Certificate of Currency for Public Liability from the external party. The City may request a copy of the external party's Certificate of Currency as part of the application.

Health and Safety

Hirers:

27. Shall prior to commencing activities, inspect the immediate area to ensure no hazards are evident and take appropriate action to remove those hazards or alternatively relocate, without undue delay, report to the City of Melville the hazard or any other hazardous matters observed during the lesson that may require City of Melville's attention or the governing authority.
28. Are responsible for satisfying all occupational health and safety legislation and regulations.
29. Are responsible for providing all necessary first aid and/or rescue equipment as required for the relevant activity.
30. Are responsible for ensuring smoking does not take place in any enclosed areas, or within 10 meters of any playgrounds.
31. Are liable for any fees or levies required by other public authority or statutory body.

Notice of Breach

31. If the Hirer fails to comply with any of these conditions or Local Laws, the City of Melville will then notify the Hirer.
32. Any non-compliance could result in permit/approval cancellation. All amounts paid will be forfeited and the City of Melville shall not be responsible for any loss or damage incurred.