

## Conditions of Use - Sporting Reserves and Parks\*

### Applications/Bookings

1. Hirers must apply for the booking of reserves and parks through the City of Melville (City, hereafter) by completing the prescribed application form and accepting Conditions of Use.
2. Hirers are not permitted to approve use or sub-lease their approved area to other user groups, individuals, or personal trainers. All bookings must be managed and controlled by the City.
3. The City reserves the right to book reserves or parks as required.
4. All applications must be submitted in writing at minimum 10 business working days prior to the requested booking date. Late submissions may not be accepted.
5. Submission of an application is not an approval of requested use. The City will issue the Hirer with a written approval confirming their request.
6. A cancellation must be received, in writing, no less than 7 days prior to the booking date or charges may be imposed.

### Right to Refuse or Cancel

7. The City reserves the right to refuse an application or to cancel a confirmed booking at any time, if in the opinion the applicant or the activity contravenes the vision and values of the City or does not comply with the Conditions of Use.
8. Notification of refusal or cancellation will be provided to the Hirer in writing.

### Duration and Permitted Use of Grounds

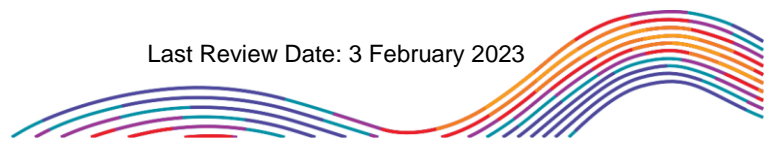
9. Hirers may not use the grounds for any purpose or at any times other than those confirmed by the City.
10. Set up and pack away time is included with the time booked and paid for.
11. Unapproved usage will incur a fee in accordance with the City's Schedule of Fees and Charges.
12. Hirers shall comply with all directions requested by the City.
13. The public shall have free access to our reserves and parks, other than limited access to the reserve or park when being used by the Hirer during such times that are specified in the City's approved bookings.
14. Events or fixtures that attract a higher-than-normal attendance rate (inclusive of players and spectators) or is additional to the requested allocations (i.e. wind-up, carnival etc.) will be required to contact the City's Bookings Team on [Bookings.Officer@melville.wa.gov.au](mailto:Bookings.Officer@melville.wa.gov.au) or 9364 0611 to assess what forms or arrangements you will need to put in place to manage matters such as parking, waste and to gain City approval. This is also to ensure that all other user groups and City Officers (i.e., Reserve Maintenance, Irrigation, Rangers) are considered and notified. Sporting Clubs approved seasonal allocations are entitled to two complimentary special events per their competitive season with casual hire rates imposed thereafter.

### Charges

15. Fees will be charged in accordance with the City's Schedule of Fees and Charges.
16. Seasonal Hirers must provide the City with a Statement of Registration during their season to support required charges.
17. All accounts are to be paid within 14 days of receipt of invoice. If monies are not received within this time further action may be taken in the form of debt collection and/or legal action. Arrears may impact on future booking approvals.
18. Call outs for Community Safety Services or other council workers caused by the Hirer, or resident complaints, may incur a fee to the Hirer.
19. Requests for additional building or reserve access keys will need to be directed to the lease/licence holder of the building to ensure an updated key register. Replacement key/s incur a fee as per the City's Schedule of Fees and Charges and will be charged to the respective lease/license holder or nominated Sporting Club.

### Bonds

20. A bond as per the City's Schedule of Fees and Charges will be applicable for any bookings that include activities relating to erect a fixture (e.g. marquee, tent, bouncy castle), amusements (e.g. pony rides, animal farms, ferries wheels) or vehicle access or issuing of a key (e.g. gate, toilet).
21. The bond will be refunded subject to compliance with all the Conditions of Use and no damage has been sustained to any City assets.
22. The bond will be held against the following:
  - i. Damage to any City assets (i.e., building, reserve, park, irrigation etc.)
  - ii. Breach of the Conditions of Use
  - iii. Any false or misleading information is given regarding the nature of the booking.
23. The Hirer will be liable for costs of damage etc. in excess of the bond deposited.



### Restrictions

24. Under no circumstances should an event or the requested usage be advertised on any media platforms without prior booking approval being issued by the City.
25. BBQ, playgrounds, park benches and other permanent fixtures can not be booked for exclusive use. Access to these is not to be restricted.
26. The Hirer shall ensure the activities do not in any way obstruct/interfere with either vehicular or pedestrian traffic or fauna and flora.
27. Smoking is prohibited inside and within 10 meters of, all council buildings, facilities and playgrounds. All cigarette butts are deemed litter and should be disposed of appropriately.

### Ground & Marking Conditions

28. City assets (i.e., reticulation, distribution boards etc.) on reserves and parks are not to be removed or interfered with in any way. Any Hirer found guilty of this will be charged for the reinstatement costs and/or repairs.
29. Pointed objects are not to be driven into the surface of any reserve or park unless approval is received in writing from the City (e.g., the erection of star pickets, tent pegs etc.)
30. Line-marking is the responsibility of the Hirer. Reserves and parks shall only be line marked with water-based materials approved by the City. Hirers will be liable for full cost of recovery if any damage is caused by using prohibited materials.
31. To support ground conditions and limit wear and tear, the Hirer will ensure an even spread of use across the entirety of the approved area.
32. Ground conditions and maintenance requirements might render your requested ground partially or fully inaccessible during the time of booking and may require other grounds to be sought by the Hirer. The City will notify you of any impact to your booking in writing.

### Equipment

33. Hirers shall not erect, hang or tie equipment from trees or place equipment so that it creates any hazard or obstruction.
34. The Hirer is responsible for the removal of all equipment (including signage) brought onto the ground at the end of each session. This equipment must safely and securely stored in a safe designated location (i.e., storage spaces, secured location, taken home etc. and not in the change rooms or toilets) at the end of each session. Equipment should be stored in a way that does not deem it a safety hazard.
35. Hirer must obtain written permission from the City to store any over-sized equipment (including but not limited to, portable scoreboards, large portable goals, cricket screens etc.) on the reserve or park. This equipment remains the responsibility of the Hirer and should be safely secured at the end of each session in the designated area to not cause damage to City assets or interfere with ground maintenance.
36. Hirers shall ensure all electrical cords or appliances operating during the booking have current tags and are tested by a qualified electrician.

### Floodlight usage

37. Floodlight usage – as part of the approved booking - incurs fees as outlined in the City's Schedule of Fees and Charges.
38. Access to monitored floodlights is issued and controlled by the City. The City reserves the right to update, change and remove access at any time. The Hirer will be notified in writing of any such changes.
39. Floodlights are required to be extinguished no later than 20 minutes after the conclusion of the approved booking.
40. Floodlight usage must adhere to issued City approvals or the City's LPP1.16 Flood and Security Lighting Policy.
41. The Hirer must notify the City of any floodlight issues (i.e. unable to access, lamp blown, not turning on etc) experienced during their booking as soon as possible.

### Liquor Licence / Consumption

42. The Hirer of any reserve must comply with the provisions of the Liquor Control Act 1988 and any other relevant Acts in force. The Department of Racing, Gaming and Liquor is responsible for administering the Liquor Control Act 1988. For more information visit <https://www.dlgsc.wa.gov.au/racing-gaming-and-liquor>.
43. Functions and events on the actual reserve or park involving the consumption of liquor which requires an extension of the Hirers regular licence must receive written approval from the City.

### Parking and Litter

44. Under no circumstances is parking allowed on any reserve except in the areas allocated for that purpose. Written approval must be obtained from the City for any parking on a reserve or park.
45. Emergency vehicles (police, fire, or ambulance) are approved to access the reserve in the instance of emergency only.
46. All areas are to be left clean and tidy at the conclusion of each hire period.
47. It is the Hirer's responsibility to provide additional bins or have rubbish removed from the venue if a function/ activity generates an excessive amount of rubbish. [Event Bin Hire Request Form](#).
48. The hirer must report any vandalism or graffiti to the City as soon as practicable. This can be done so through the City's [online services](#) or directly to the Recreation Development team [Recreation.Officer@melville.wa.gov.au](mailto:Recreation.Officer@melville.wa.gov.au)

### Risk Management / Insurance

49. It is strongly recommended that all Hirers obtain adequate insurances including public liability insurance.
50. Hirers are required to hold a current Certificate of Currency for the minimum of \$10million. The Hirer must be able to provide a copy at the request from the City.
51. Hirers have a duty of care to ensure they take all reasonable steps to provide a safe event or activity for the participants at the booked locations.
52. Hirers must show respect and common courtesy to other user groups and persons, including neighbouring residents.
53. The Hirer is responsible for the behaviour of all persons attending the function or activity.
54. Hirers must inspect the training/playing surface. If the ground is deemed unsafe the Hirer should take the appropriate action to remove those hazards or not allow training or match play to take place.
55. The Hirer must report to the City issues relating to its buildings, equipment/assets, or ground conditions as soon as practicable.
56. The City will take every reasonable care and precaution to ensure that all utilities, services, and equipment are in proper working order, but will not accept responsibilities for breakdowns beyond their control.
57. Hold Harmless – the Hirer agrees to hold the City harmless for any liability arising under any circumstance.

### Damage/Resident Complaints

58. The Hirer will not destroy, damage, or interfere with any property owned by or vested in the City.
59. The Hirer shall not remove, damage, deface, mark, or alter any sign, notice, flag, or other specified indicator.
60. The Hirer must be mindful of residents in the immediate vicinity. Any complaints received by the City will be investigated.

### Compliance with Legislation and Local Laws

61. The Hirer must comply with the provisions of all relevant State and Commonwealth legislation and, the Environmental Protection Act 1986, the Environmental Protection (Noise regulations) 1997 and Health Act 1911. Further advice may be obtained from the City of Melville's Environmental Services.
62. The Hirer must ensure compliance with the City's local laws.
63. Non-compliance of any City of Melville Conditions of Use may result in the review of usage rights as authorised by the Manager Healthy Melville and may jeopardise future use of any of the City's reserves, parks, and facilities.

**\*All conditions are subject to change**