

City of Melville Conditions of Use – Active and Passive Reserves

1. Purpose

- 1.1 These Conditions of Use establish the requirements for the booking and use of active and passive reserves managed by the City of Melville.
- 1.2 These Conditions are intended to:
 - a) provide fair and equitable access to public open space;
 - b) support the safe use of reserves by the community;
 - c) protect City assets and infrastructure;
 - d) outline the responsibilities of all hirers; and
 - e) support the sustainable management of the City's parks and sporting reserves.
- 1.3 These Conditions should be read in conjunction with any additional documentation, policies or procedures issued by the City that are relevant to the booking. For Regular Hirers, this includes the Season Ground Allocation Handbook, which provides operational guidance and reserve-specific information relevant to their seasonal allocation.
- 1.4 These Conditions apply to all approved bookings unless otherwise agreed in writing by the City.
- 1.5 Acceptance of a booking constitutes acceptance of these Conditions.

2. Definitions

In these Conditions:

Authorised Officer means an employee or representative authorised by the City.

Booking means a reservation approved by the City for the use of a reserve or associated facility through SpacetoCo or another booking process approved by the City.

Casual Hirer means an individual, organisation, school or group approved to use a reserve or associated facilities on a one-off or occasional basis.

City means the City of Melville.

Facility means any pavilion, changeroom, toilet, floodlighting, storage area, building or associated infrastructure located within a reserve.

Hirer means the individual, organisation or entity responsible for the booking and for ensuring compliance with these Conditions of Use and includes Regular Hirers and Casual Hirers.

Regular Hirer means a sporting club or organisation approved by the City for recurring use of a reserve during an allocated sporting season or booking period.

Reserve means any active reserve, passive reserve, sportsground, park, public open space or associated land managed by the City.

Season Ground Allocation Handbook means the handbook issued by the City to Regular Hirers at the commencement of each sporting season, providing operational guidance, reserve-specific information and seasonal allocation requirements.

3. Application of these Conditions

- 3.1 These Conditions apply to all individuals, organisations and entities using a reserve or facility under an approved booking, including Regular Hirers, Casual Hirers, schools, incorporated associations, community groups, commercial operators and contractors engaged by the Hirer.
- 3.2 Additional conditions may be imposed by the City having regard to the nature of the activity, the location, public safety, environmental impacts or operational requirements.

4. Booking Applications

- 4.1 All applicants must be at least eighteen (18) years of age.
- 4.2 Applications must be submitted through SpacetoCo, SmartyGrants or another booking process approved by the City
- 4.3 Submission of an application does not guarantee approval.
- 4.4 The City may request further information before determining an application, including but not limited to:
 - a) Event Management Plans;
 - b) Site Plans;

- c) Traffic Management Plans;
 - d) Risk Assessments;
 - e) Public Liability Insurance;
 - f) Licences and Permits;
 - g) Security arrangements;
 - h) Emergency management arrangements; or
 - i) any other information considered necessary by the City.
- 4.5 The Hirer warrants that all information supplied to the City is true, complete and accurate.
- 4.6 Providing false, misleading or incomplete information may result in:
- a) refusal of the application;
 - b) cancellation of the booking;
 - c) forfeiture of any fees or bond; and
 - d) refusal of future bookings.
- 4.7 Personal training and organised group fitness activities require a permit or approval issued by the City.
- 4.8 The Hirer must not assign, transfer, sub-hire or permit another person or organisation to use the booking without the City's prior written approval.

5. Booking Approval

- 5.1 A booking is not confirmed until written approval has been issued by the City.
- 5.2 The City reserves the right to approve, refuse, amend, relocate, suspend or cancel any booking at its absolute discretion.
- 5.3 In determining an application, the City may consider:
- a) reserve availability;
 - b) maintenance requirements;
 - c) community demand;
 - d) previous compliance history;
 - e) public safety;
 - f) environmental impacts;
 - g) legislative requirements;
 - h) operational requirements; and
 - i) any other matter considered relevant by the City.
- 5.4 Approval of a previous booking or seasonal allocation does not create any entitlement to future bookings.

6. Fees and Charges

- 6.1 Hire fees, bonds and charges are determined in accordance with the City's current [Annual Fees and Charges Schedule](#).
- 6.2 All applicable fees and charges must be paid by the due date specified by the City.
- 6.3 The City reserves the right to amend fees and charges in accordance with the adopted Annual Fees and Charges Schedule.
- 6.4 Where additional costs are incurred by the City as a result of the Hirer's activities, including but not limited to additional cleaning, repairs, security, utilities, waste removal or after-hours call-outs, the City may recover those costs from the Hirer.
- 6.5 Community organisations requesting a concessional or community hire rate may be required to provide evidence of their not-for-profit status or other documentation requested by the City.
- 6.6 Hire charges do not include any approvals, permits, licences or additional services required for the activity unless otherwise specified by the City.

7. Statement of Registration (Regular Hirers)

- 7.1 Regular Hirers will be charged seasonal fees based on the information provided through the City's Statement of Registration process.
- 7.2 The Statement of Registration will be issued by the City during each sporting season and must be completed and returned by the due date specified by the City.

- 7.3 Seasonal hire fees will be calculated and invoiced following receipt of the completed Statement of Registration.
- 7.4 Where the Statement of Registration is returned after the due date, or is not returned, the City may apply a late penalty in accordance with the Annual Fees and Charges Schedule.
- 7.5 Failure to submit a Statement of Registration may result in suspension of future bookings, refusal of future seasonal allocations or cancellation of an existing allocation.
- 7.6 Regular Hirers must advise the City as soon as practicable of any significant changes to participant numbers, competition structure or reserve usage that may affect the Statement of Registration.

8. Bonds

- 8.1 The City may require a higher bond for bookings involving activities or infrastructure that may increase operational, financial or public safety risks, including temporary structures, large public events, vehicle access, amusement devices or the service of alcohol.
- 8.2 In determining whether a bond is required, or whether a higher bond is appropriate, the City may have regard to factors including:
 - a) temporary structures or marquees;
 - b) vehicle access onto reserves;
 - c) amusement devices;
 - d) large public events;
 - e) the sale or consumption of alcohol;
 - f) keys, swipe cards or access devices being issued;
 - g) the expected number of attendees;
 - h) the duration of the booking;
 - i) previous compliance history of the Hirer; and
 - j) any activity the City considers presents an increased operational, financial or public safety risk.
- 8.3 Where applicable, bonds must be paid no later than seven (7) business days prior to the commencement of the booking, unless otherwise approved by the City.
- 8.4 The City may retain all or part of a bond to recover costs associated with:
 - a) additional cleaning;
 - b) damage to reserves, facilities or infrastructure;
 - c) damage to turf, irrigation or landscaping;
 - d) failure to return keys or access devices;
 - e) unauthorised access outside approved booking times;
 - f) waste removal;
 - g) security or after-hours call-out costs;
 - h) breaches of these Conditions; or
 - i) any other reasonable costs incurred by the City as a result of the booking.
- 8.5 Where the City's costs exceed the value of the bond, the Hirer remains liable for the balance of those costs.
- 8.6 The release of a bond does not prevent the City from recovering costs identified after the booking has concluded.

9. Booking Amendments and Cancellations

- 9.1 Requests to amend a booking must be submitted through SpacetoCo or in writing and are subject to the City's approval.
- 9.2 The City will endeavour to accommodate booking amendments where practicable but cannot guarantee availability.
- 9.3 Casual Hirers may cancel a booking through SpacetoCo or by providing written notice to the City.
- 9.4 Where a Casual Hirer cancels a booking more than seven (7) days before the booking date, the City will refund any hire fees paid, less any applicable booking, transaction or administration fees.
- 9.5 Where a Casual Hirer cancels a booking within seven (7) days of the booking date, no refund of hire fees will be provided unless otherwise determined by the City, including where exceptional circumstances apply.

- 9.6 The City reserves the right to amend, relocate, postpone, suspend or cancel any booking where necessary due to:
- a) maintenance works;
 - b) reserve closures;
 - c) emergency management requirements;
 - d) public safety concerns;
 - e) operational requirements; or
 - f) any other circumstance considered necessary by the City.
- 9.7 The City will provide notice of cancellations or amendments where practicable.
- 9.8 The City will not be liable for any direct or consequential loss arising from the cancellation, postponement or relocation of a booking.

10. Hours of Hire

- 10.1 Bookings will only be approved during the operating hours determined by the City.
- 10.2 Activities must only occur during the approved booking times.
- 10.3 The approved booking period includes all set-up, deliveries, event activities, pack-down and cleaning.
- 10.4 Hirers must vacate the reserve and associated facilities by the conclusion of the approved booking period.
- 10.5 Access to a reserve or facility outside the approved booking times without the City's approval constitutes a breach of these Conditions.
- 10.6 Requests to extend the approved booking period must be submitted to the City prior to the booking and are subject to availability and payment of any additional fees.
- 10.7 The City reserves the right to recover additional hire fees where a Hirer occupies or uses a reserve beyond the approved booking period.

11. General Responsibilities

- 11.1 The Hirer is responsible for the conduct, safety and supervision of all participants, officials, attendees, contractors, suppliers and service providers associated with the booking
- 11.2 The Hirer must take all reasonable steps to ensure activities are conducted safely and in accordance with all relevant legislation, standards and industry guidelines.
- 11.3 The Hirer must not undertake any unlawful activity or permit unlawful behaviour during the booking.
- 11.4 The Hirer must promptly notify the City of any incident, injury, damage, theft, vandalism, equipment failure or hazardous condition that occurs during the booking period.
- 11.5 The Hirer must comply with all lawful directions issued by an Authorised Officer, the City, emergency services personnel or any authorised regulatory authority in relation to public safety, reserve management or compliance with these Conditions.
- 11.6 The Hirer is responsible for providing appropriate first aid arrangements having regard to the size and nature of the activity.
- 11.7 The Hirer must ensure that emergency access routes remain clear and unobstructed at all times.
- 11.8 The Hirer must take reasonable measures to protect turf, landscaping, vegetation, waterways, wildlife and other environmental features. Activities must be conducted in a manner that avoids unnecessary damage to the natural environment.

12. Use of Reserves

- 12.1 The reserve may only be used for the purpose, date, times and location approved by the City.
- 12.2 Approval to use a reserve does not grant exclusive use of public open space unless expressly authorised by the City.
- 12.3 Public access to shared pathways, playgrounds, public toilets, barbecues, exercise equipment and other public infrastructure must not be restricted unless approved by the City.
- 12.4 The Hirer must only occupy the area approved as part of the booking and must not extend activities into adjoining areas without the City's prior approval.
- 12.5 The Hirer must not obstruct pedestrian access, emergency access routes, shared paths or vehicle access points.

- 12.6 The City may inspect any reserve, facility or activity during the booking to ensure compliance with these Conditions.
- 12.7 The Hirer must immediately cease any activity that the City considers unsafe or unauthorised.

13. Protection of Reserves and City Assets

- 13.1 The Hirer must take all reasonable steps to protect reserves, facilities, infrastructure, vegetation and surrounding public assets from damage and must ensure that attendees, contractors, suppliers and service providers do likewise.
- 13.2 Any damage, vandalism or hazardous condition must be reported to the City as soon as practicable.
- 13.3 The Hirer is responsible for any damage arising from activities undertaken as part of the booking and may be required to reimburse the City for reasonable repair or reinstatement costs.

14. Prohibited Activities

- 14.1 Unless approved in writing by the City, the following activities are prohibited:
 - a) line marking of reserves or paths;
 - b) driving pegs, stakes, star pickets or similar objects into the ground;
 - c) attaching ropes, banners, lighting or equipment to trees, light poles, fences or City infrastructure;
 - d) digging, trenching or disturbing the ground surface;
 - e) interference with irrigation systems, drainage infrastructure or electrical services;
 - f) fireworks, pyrotechnics or explosive devices;
 - g) open fires or fire pits;
 - h) candles, lanterns or naked flames;
 - i) release of balloons, confetti, glitter, rice or similar materials;
 - j) water slides or inflatable water activities without written approval;
 - k) use of generators unless approved by the City;
 - l) use of drones where prohibited by legislation or without the City's approval where required;
 - m) any activity likely to damage turf, vegetation, infrastructure or public safety.
- 14.2 The City may direct the immediate removal of any unauthorised equipment or activity.

15. Vehicle Access

- 15.1 Vehicles must remain within designated parking areas unless prior written approval has been granted by the City.
- 15.2 No vehicle may enter a reserve, playing surface or public open space without the City's prior written approval.
- 15.3 Approved vehicle access must only occur via designated access points identified by the City.
- 15.4 The Hirer is responsible for any damage caused by vehicles associated with the booking.

16. Grounds, Playing Surfaces and Closures

- 16.1 The City may close, restrict or modify access to any reserve or playing surface at its discretion.
- 16.2 Grounds may be closed due to, but are not limited to:
 - a) wet weather;
 - b) excessive heat;
 - c) maintenance works;
 - d) irrigation;
 - e) turf renovation;
 - f) unsafe playing conditions;
 - g) environmental protection;
 - h) emergency management; or
 - i) operational requirements.
- 16.3 Hirers must not access or use any reserve that has been declared closed by the City.
- 16.4 The City may relocate bookings to an alternative reserve where practicable.
- 16.5 The City accepts no liability for losses arising from reserve closures or relocations.

- 16.6 Hirers are responsible for assessing conditions immediately before commencing activities and must not proceed where conditions are considered unsafe.

17. Buildings, Pavilions and Amenities

- 17.1 Hirers approved to use buildings or amenities must leave those facilities in a clean, secure and tidy condition.
- 17.2 At the completion of the booking the Hirer must, where applicable:
- a) switch off lights, fans, heaters and air-conditioning;
 - b) secure all doors and windows;
 - c) activate any security system provided by the City;
 - d) remove all personal property and equipment;
 - e) report any faults or damage.
- 17.3 Failure to secure a facility may result in an after-hours call-out fee being charged in accordance with the City's Fees and Charges Schedule.
- 17.4 The Hirer must not alter, remove or interfere with any building fixtures or fittings without the City's written approval.
- 17.5 The Hirer must not store equipment within buildings unless authorised by the City.

18. Community Events and Additional Requirements

- 18.1 Additional conditions may apply where a booking involves:
- a) community events;
 - b) festivals;
 - c) markets;
 - d) concerts or performances;
 - e) sporting carnivals or tournaments;
 - f) fun runs or organised walks;
 - g) corporate events;
 - h) school events;
 - i) spectator events; or
 - j) any activity considered by the City to present additional operational, environmental or public safety risks.
- 18.2 The City may require additional information, permits, approvals, licences, management plans or supporting documentation relevant to the proposed activity. The City may also impose additional conditions where necessary, having regard to the location, scale, nature or risks associated with the booking.
- 18.3 The City may require meetings with the Hirer, event organisers, contractors or other relevant stakeholders before approving or conducting an event.
- 18.4 Additional fees, bonds or charges may apply where additional City resources, inspections or services are required.

19. Temporary Structures and Infrastructure

- 19.1 Temporary structures must not be erected without the City's prior written approval.
- 19.2 Temporary structures include, but are not limited to:
- a) marquees;
 - b) stages;
 - c) grandstands;
 - d) temporary fencing;
 - e) portable toilets;
 - f) generators;
 - g) amusement devices;
 - h) lighting towers;
 - i) shipping containers;
 - j) temporary storage facilities; and
 - k) similar infrastructure.

- 19.3 Temporary structures must be erected, maintained and removed safely by suitably qualified persons.
- 19.4 All structures must be removed from the reserve immediately following the booking unless otherwise approved by the City.
- 19.5 The Hirer is responsible for any damage caused by the installation or removal of temporary structures.

20. Noise and Amenity

- 20.1 Activities must be conducted in a way that minimises unreasonable impacts on neighbouring residents, businesses, other reserve users and community amenity, including impacts from noise, traffic, lighting or crowd behaviour.
- 20.2 Amplified sound, public address systems, live entertainment or music may only be used where approved by the City.
- 20.3 The City may impose restrictions on:
 - a) operating hours;
 - b) sound levels;
 - c) speaker orientation;
 - d) entertainment activities; or
 - e) event programming.

These restrictions may be applied to minimise impacts on surrounding properties.

21. Alcohol

- 21.1 The consumption or supply of alcohol must comply with the Liquor Control Act 1988 (WA) and all other relevant legislation.
- 21.2 Where alcohol is proposed, the Hirer must obtain all approvals, permits and licences required by law prior to the event.
- 21.3 The Hirer must provide evidence of any required liquor licence upon request by the City.
- 21.4 The City may impose additional conditions relating to the service, sale or consumption of alcohol.
- 21.5 The City reserves the right to prohibit alcohol where considered necessary for public safety, community amenity or operational reasons.

22. Filming and Photography

- 22.1 Commercial filming or photography may require separate approval from the City.
- 22.2 The Hirer must advise the City where filming, broadcasting, livestreaming or commercial photography forms part of the booking.
- 22.3 The City may impose additional conditions to minimise impacts on other reserve users.
- 22.4 Additional fees may apply for commercial filming or photography.