



## Conditions of Hire - Active Reserves

### 1 Applications/Bookings

- 1.1 A permit is required for the use of any active reserves. Failure to obtain a permit is an offence under the City of Gosnells Local Government Property Local Law 2009 Clause 3.13 (1) (b).
- 1.2 All applicants must be aged 18 years or over.
- 1.3 Tentative bookings are held for 14 days.
- 1.4 The permit is only valid for dates and times specified as being club home fixtures and training.
- 1.5 Pre-season, out of season training, finals and social matches are not considered 'Club Fixtures' and need to be booked separately.
- 1.6 City of Gosnells reserves the right to give 30 working days' written notice to cancel any bookings. Such action would only be taken in the event of extreme necessity.
- 1.7 Bookings will be taken up to 12 months in advance.

### 2 Bonds

- 2.1 A bond as per the Schedule of Fees and Charges is payable for use of active reserve, changerooms and floodlights.
- 2.2 The bond is held against the following:
  - 2.2.1 Damage to the park or reserve resulting from access activities.
  - 2.2.2 Damage to the park or reserve if any temporary structure is erected.
  - 2.2.3 Damage to the park or reserve due to the use of entertainment equipment
  - 2.2.4 Damage to the park or reserve due to introduced farm animals.
  - 2.2.5 Loss of keys.
  - 2.2.6 Breach of conditions of hire.
  - 2.2.7 Security call outs.
- 2.3 The bond can only be refunded to the person whose name appears on the receipt.
- 2.4 The bond will be refunded within 15 working days of the booking via credit card or bank deposit.
- 2.5 For any breach of the conditions of hire there will be a deduction of all or part of the bond at the discretion of the Authorising Officer.
- 2.6 **The reserve bond will be forfeited in the event of any substantiated community complaints being received, in respect of anti-social behaviour/activity attributed to patrons of the event.**

### 3 Charges

- 3.1 Costs of hire and bonds are in accordance with the current Schedule of Fees and Charges.
- 3.2 Cancellation of any booking **must be made in writing** 10 working days prior to the booking date to avoid any financial penalty.
- 3.3 Refunds will not be made in the event of inclement weather.
- 3.4 The hirer may make application for a transfer to another date depending on circumstances, cost and availability of the reserve.
- 3.5 Payments can be made online via the City's Bookable system, by phone, email or in person at the City of Gosnells, Administration building 2120 Albany Highway, Gosnells.
- 3.6 Methods of payment include credit card (Visa and Mastercard only), EFTPOS, cash or cheque made payable to the City of Gosnells (must be receipted seven days prior to event).

### 4 Cleaning

- 4.1 **At the conclusion of the activity the Hirer will:**
  - 4.1.1 Leave the area in a clean and tidy condition.
  - 4.1.2 Ensure all surrounding areas, car parks, verges and parklands associated with the hire are left clean and tidy.
  - 4.1.3 Place all rubbish in bins.
- 4.2 The hirer must remove all excess rubbish from the park or reserve. Failure to do so will result in a maximum fine of AUD \$1000 (as per Western Australian Consolidated Acts, Litter Act, Part IV, Section 23)
- 4.3 The hirer must report all damage that has occurred either accidentally or maliciously to any part of the park or reserve used.
- 4.4 All club equipment and property must be removed from changerooms and kiosks at the end of each season.

### 5 Hirer Responsibilities

- 5.1 Hirers must show respect and common courtesy for other user groups and residents within the surrounding area. Any complaints received could jeopardise future bookings.
- 5.2 The hirer is responsible for the behaviour of all persons attending the event or activity.
  - 5.2.1 The behaviour of children will be the responsibility of their parents/guardians.

- 5.3 Hirers are responsible for the insurance of their own equipment or supplies. The City accepts **NO** responsibility for items left in changerooms or kiosks. Items left during the hire period are done so at the hirer's risk.
- 5.4 Hirers are responsible for any public liability relevant to their activity. The City of Gosnells' public liability will only cover injury; loss or damage as a result of any proven neglect or default of the City. Should an accident and/or injury occur in the hired venue as a result of the hirer's function and/or activity or general hire of the venue, the City of Gosnells cannot be held liable under any circumstances.
- 5.5 The hirer is required to start and finish on time. Set up and clean up is to be included within the time booked. Failure to do so will incur additional charges or deduction of bond.
- 5.6 Any persons or organisations dealing with children **MUST** have a Working with Children Card (See Criminal Record Checking Act 2004).

## 6 Keys/Security

- 6.1 Keys are to be collected from the City's Administration building (2120 Albany Highway, Gosnells) between 8:30am - 4:30pm Monday to Friday excluding public holidays.
- 6.2 Keys are to be returned at the end of each season.
- 6.3 A \$50 fee will be charged for the replacement of any lost keys and a security call out fee will be charged to lock/unlock or to arm/disarm the facility.

## 7 Restrictions

- 7.1 **Summer season** commences on the second Saturday in October, finishing on the third Sunday in March. **Winter season** commences on the second Saturday in April, finishing on the third Sunday in September.
- 7.2 All Active Reserves will be **CLOSED** during the last week of March and first week of April and the last week of September and the first week of October for ground maintenance.
- 7.3 Current season users have priority over active reserves.
- 7.4 Sprinklers and pipes on active reserves are not to be removed or interfered with in any way. Costs associated with repairs will be charged to those responsible.
- 7.5 It is an offence under Western Australian alcohol laws for any persons to consume alcohol in public, maximum penalty AUD \$2000 or on the spot fine of AUD \$200 (see Liquor Control Act 1988, Section 119(4a))
- 7.6 The hirer shall not charge an entry fee to any reserve or park unless the charge has been authorised by the City of Gosnells.
- 7.7 No pointed objects are to be driven into the surface of any park or reserve.
- 7.8 Vehicles must only use the parking bays provided. No parking on grassed areas. Penalties apply (City of Gosnells Parking and Parking Facilities Local Law 2005).
- 7.9 The use of fireworks by the general public is banned in Western Australia, except for unrestricted fireworks such as bon-bons, party poppers, Christmas crackers, throwdowns, and sparklers.
- 7.10 During a total fire ban season the use of barbecues, kettle BBQs (e.g. weber), smokers, cookers, pizza or tandoori ovens, open grilles that require solid fuel such as wood, briquettes, wood pellets or charcoal are not permitted.
- 7.11 The hirer shall comply with the provisions of the Health Act, Liquor Act, Police Act and Criminal Code, or any other Act in force.

## 8 Markings

- 8.1 Hirers of the grounds are responsible for providing their own equipment and line markings.
- 8.2 **Lime, Creosote, Sump Oil, boiling water, Round Up or other herbicides are STRICTLY PROHIBITED on the grounds.**
- 8.3 Approved materials for line marking are chalk or whiting material - Stadia Line Marking Paint, Top Deck Line Marking Paint or Bristol Line Marking Paint.
- 8.4 Active reserves must be marked according to specifications set out by the Department of Local Government, Sport and Cultural Industries in "Sports Dimensions Guide for Playing Areas" - [https://www.dlgsc.wa.gov.au/docs/default-source/sport-and-recreation/sports-dimensions-guide-june-2016.pdf?sfvrsn=5f41f778\\_3](https://www.dlgsc.wa.gov.au/docs/default-source/sport-and-recreation/sports-dimensions-guide-june-2016.pdf?sfvrsn=5f41f778_3)

## 9 Non Compliance with Conditions of Hire

Should a Permit Holder breach any of the Conditions of hire for an active Reserve the City will impose the following:

- 9.1 First Breach
  - 9.1.1 The City will issue a written warning. If there are damages resulting from the breach, costs will be incurred by the hirer for repairs.
- 9.2 Second Breach
  - 9.2.1 Any costs associated with any proven breach will be recovered in full by the permit holder.
  - 9.2.2 A bond will be required for any subsequent use of an Active Reserve and associated infrastructure by the permit holder.
  - 9.2.3 The bond will be determined in accordance with the Schedule of Fees and Charges.
  - 9.2.4 Should the value of damage be greater than the bond, the permit holder is to pay the shortfall and reinstate the bond for the remainder of the season.

### 9.3 Third Breach

9.3.1 Costs associated with any breach will be recovered in full from the permit holder.

9.3.2 The City reserves the right to cancel existing booking and refuse to hire to the permit holder at any or all of the City's active reserves.

## 10 Floodlighting

- 10.1 Irrespective of outside contributions, floodlighting on Active Reserves is the property of the City of Gosnells.
- 10.2 The City shall determine the control and utilisation of floodlights.
- 10.3 Clubs making contributions to capital costs of floodlighting shall have priority use.
- 10.4 No temporary floodlighting is permitted for reasons of safety and inconvenience to residents.
- 10.5 Operation of floodlighting shall commence at 5:30pm during winter season and at 7:00pm during summer season.
- 10.6 All floodlight activity will cease at 10pm unless approved by the Manager Facilities and Development Projects.
- 10.7 Floodlighting is charged per globe per hour per reserve in accordance with the Schedule of Fees and Charges.

## 11 City of Gosnells Responsibilities

- 11.1 The City of Gosnells will take every reasonable care and precaution to ensure that all utilities, services and equipment are in proper working order, but will not accept responsibility for breakdowns beyond its control.
- 11.2 The City of Gosnells will make every effort to provide the hirer with a well-maintained facility.
- 11.3 The City of Gosnells is not responsible for any damage, theft or loss of items belonging to or the responsibility of the Hirer.
- 11.4 The appointed City of Gosnells security company reserves the right to finish the booking at any time due to breach of terms and conditions.

## 12 Disputes

Any disputes must be made in writing and marked to the attention of the Bookings Supervisor at [facilitiesbookings@gosnells.wa.gov.au](mailto:facilitiesbookings@gosnells.wa.gov.au)

**FOR AFTER HOURS ASSISTANCE PLEASE CONTACT (08) 9397 3000**