

# CITY OF BELMONT

## Conditions of Active Reserve Hire

### DEFINITIONS

Unless otherwise required by the context the following definitions shall apply:

- **The City** means the City of Belmont.
- **Hirer** means the person or organisation to which the reserve and associated change rooms have been hired.

### 1. APPLICATIONS

- 1.1 Applications must be lodged on the official application form no less than 5 business days prior to booking date. A confirmation letter and invoice (if applicable) will be sent and the invoice must be paid in full at least 5 business days prior to the booking date. The reserve hire amount shall be forfeited in the case of cancellation of a booking within 5 business days prior to the booking date. If cancelled more than 5 days prior to the booking date, 100% of the hire fee / bond may be refunded. For current fees and charges please refer to Passive and Active Reserve Hire – Fees and Charges.
- 1.2 It should be noted that the application and / or payment of the hire fees does not confer any rights over use of the reserve other than those times and periods which are contained in the approval letter.
- 1.3 Submission of an application does not guarantee that the booking will be approved. The City reserves the right to refuse an application for hire.
- 1.4 Applications for all underage individuals must be made by the Parent / Guardian.
- 1.5 It is a requirement that if the Hirer is an incorporated body, sporting club or association of any kind, Public Liability Insurance is required and a copy of the Certificate of Currency (in the amount of ten million dollars or greater) is attached to the Application Form.
- 1.6 All contracted suppliers (i.e. hired marquees, rides, entertainment or any equipment) used by the Hirer must provide the City with a copy of the suppliers Public Liability Insurance Certificate of Currency with the application form. Please be aware pegs are not permitted to put into the ground to anchor structures, only sandbags or other weighted objects can be used.
- 1.7 Strictly no changes to bookings will be accepted with less than 5 business days prior to the booking (i.e. no time additions / reductions, venue changes, date changes).
- 1.8 A booking amendment charge of \$25 applies to booking changes (i.e. time additions / reductions, venue / room changes, date changes) made more than 5 business days prior to booking date.
- 1.9 The bond amount shall be refunded provided the Hirer leaves the venue in a satisfactory condition and no keys / swipe cards (if applicable) are lost. The bond will take approximately two weeks to be refunded and will be posted in cheque form or electronic transfer where requested.
- 1.10 No spirituous liquors, wine, ale or spirits shall be brought into or consumed upon any portion of any facility or property except when permitted in writing by the City. The City of Belmont Application to Consume Liquor form must be accompanied with the Application for Casual Reserve Hire form requesting permission to consume spirituous liquors, wine, ale or spirits on the property. It is the responsibility of the Hirer to obtain an Occasional Licence from the Department of Racing, Gaming and Liquor if liquor is to be sold. The copy of the Licence must be presented to the City 7 business days prior to the function.
- 1.11 Event applications need to be received at least 2 months prior to the booking date.

## 2. CLEANING REQUIREMENTS

At the conclusion of the booking the Hirer shall:

- 2.1 Leave the entire area in a clean and tidy condition;
- 2.2 Remove all equipment;
- 2.3 Place all rubbish in bins. Excess rubbish must be removed and not left next to the rubbish bins. This is deemed as illegal dumping and the Hirer will be charged with the removal of the rubbish;
- 2.4 All food, food scraps etc. are to be removed immediately after each booking. If not so removed to the satisfaction of the City, the cost of the removal will be deducted from the bond. If no such bond has been paid, or insufficient bond paid, then the Hirer shall pay the cost of such removal to the City.

## 3. GENERAL CONDITIONS

- 3.1 Parking of vehicles on the reserve is prohibited.
- 3.2 The Hirer is responsible for the conduct of persons at all times partaking in its activities on City property.
- 3.3 The Hirer may not use the reserve or facility for any purpose or at any times other than those confirmed in the Hirer's confirmation of hire letter.
- 3.4 Smoking is prohibited in all City facilities and within 5 metres of entries and exits.
- 3.5 The City reserves the right to cancel bookings.
- 3.6 Any Officer representing the City of Belmont, or other person duly authorised by the City, shall at any time be permitted free entry to the booked area and any part thereof and shall be given every facility for enforcing these local laws.
- 3.7 The City does not provide first aid assistance or supplies. It is the responsibility of the Hirer to ensure they have adequate first aid assistance and supplies prior to carrying out their activity. Should an issue arise, the Hirer is to immediately notify the City to mitigate any risk to users and potentially decrease or eliminate any repair / replacement costs.

**In the event of a Local, District or State Emergency, the Rivervale Community Centre, Redcliffe Community Centre, Forster Park Hall and their surrounding Reserves have been designated for use as Community Evacuation Centres and Emergency Services Staging Precincts. In the event of such an emergency the City may not be in a position to provide any prior notice that your booking is cancelled. Any officer representing the City of Belmont, the Police or Emergency Services entering the Facility with the intent to secure the Facility for use in a local emergency will have the power to request that you vacate the premises immediately.**

- 3.8 All outstanding balances are to be paid by the hirer prior to keys / swipe cards being allocated. Swipe cards / keys will be available to collect from the Civic Centre between 8.30am and 3.00pm on the last working day prior to your booking. Swipe cards / keys must be returned in person to the Civic Centre between 8.30am and 4.30pm the following working day.
- 3.9 It is the responsibility of the Hirer to ensure that they have read and understood the **City of Belmont Emergency Response Guidelines for Persons Hiring Council Facilities**. It is the responsibility of the Hirer to ensure that the Guidelines are explained to all attendees of the booking.
- 3.10 Upon leaving the facility the Hirer must ensure that all lights, air conditioning and appliances are turned off. All doors and windows are closed, locked and alarms are armed. If the Hirer exceeds their booking time the Hirer must call Belmont Security to attend the facility to lock and arm the facility. The Hirer will wait at the facility for Belmont Security to arrive. A call out charge may apply.
- 3.11 All deliveries / removals to the facility are to be conducted within your booking time.
- 3.12 Under no circumstances are CCTV cameras to be interfered with in any way including, but not limited to, touching, covering or blocking the cameras field of view. Where curtains or screens are required as part of the event, prior justification would have to be provided in writing, to gain approval from the City.
- 3.13 Hirers will be responsible for notifying local residents at least one week prior to an event where the hire of the facility, park or reserve potentially involves:
  - Amplified sound or significant number of people;

- The likely attraction of a significant number of people;
  - The likely occurrence of parking difficulties or disruption to the normal traffic flow;
  - Any road closures;
  - Any other action likely to significantly inconvenience or disrupt the locality.
- 3.14 Hirers will be responsible for notifying facility / park / reserve users at least one week prior to an event where the hire of the facility, park or reserve potentially involves:
- The users' activities being disrupted;
  - The possibility of parking difficulties for users'.

#### 4. USE OF RESERVES BY SCHOOLS

- 4.1 Local schools in the City Of Belmont may hire reserves during school hours free of charge. Bond charges may apply. Schools must seek approval from the City by completing a **Casual Active Reserve Application Form**.
- 4.2 Schools outside the City of Belmont will be charged as per the **Passive and Active Reserve Hire – Fees and Charges**.

#### 5. MARKING OF RESERVES

- 5.1 The installation and/or removal of goal posts are carried out under the direction of City Officers. Where the Hirer wishes to install or remove goal posts or fixtures, it shall do so with the approval from the City.
- 5.2 There is to be NO LINE MARKING of reserves. This is to ensure it does not impact on the Seasonal clubs using the facility. It is recommended that the Hirer uses plastic markers or cones to mark out areas.
- 5.3 Any damage incurred on Reserves from the use of any products or works by the Hirer will result in charges associated with remedial works being forwarded to the Hirer for this service.

#### 6. GERRY ARCHER ATHLETICS TRACK

- 6.1 **No shot puts or any other heavy items are to be thrown on the inside of the track.** A shot put area is located in the north-east corner of the arena, behind the grand stand. This is to prevent injuries to the soccer players and athletes.
- 6.2 Only available for bookings between 1 October until the 30 April, with a limit of two bookings per week.
- 6.3 No tables or chairs are to be removed from the Clubrooms for outside use.
- 6.4 Schools using the kiosk and clubroom must ensure:
- That no equipment is removed;
  - Kitchen surfaces, floors are thoroughly cleaned and rubbish removed;
  - That all doors and windows are locked.

#### 7. INDEMNIFICATION

Upon acceptance of the hiring, the Hirer undertakes to hold the City of Belmont and the employees of the City of Belmont indemnified against all claims which may be made against them for damages or otherwise, in respect of any loss, damage, death or injury caused by or in the course of or arising out of the hiring of the venue.

