

# CITY OF BELMONT

## Conditions of Passive Park Use

### 1. APPLICATIONS

- 1.1 Applications must be lodged on the official notification form no less than 5 business days prior to booking date. An acknowledgement 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 venue 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 business 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 Submission of an application does not guarantee that the booking will be approved. The City reserves the right to refuse an application for hire.
- 1.3 Applications for all underage individuals must be made by the Parent / Guardian.
- 1.4 A booking may be cancelled at any time and money refunded if premises required for Council purposes.

**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. The hiring fee and any bond will be refunded.**

- 1.5 Confetti, rice and the release of helium balloons is NOT permitted. Rose petals may be used (except by lake areas).
- 1.6 Bookings can only be made between the hours of 9.30am to 5.30pm.
- 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 If the is not satisfied with the cleanliness of the area used, the City's cleaners will clean the area and the cost thereof will be deducted from the bond held.
- 1.11 Keys / swipe cards that are required for a booking will be available from the Civic Centre for collection on the last working day prior to your booking between 8.30am to 3.00pm.
- 1.12 Charges will apply if the keys and/or swipe cards are lost. Please refer to **Passive and Active Reserves – Fees and Charges**.
- 1.13 Marquees may only be used when approved by the City at the expense of the Hirer.
- 1.14 Suppliers of marquees, rides, entertainment or any equipment must provide Council a copy of their Public Liability Certificate of Currency and Engineers report on equipment being used.
- 1.15 Designated areas for marquees, rides and entertainment will be advised by the City. Any damages or costs incurred from marquees, rides, entertainment or any other equipment or structures is at the responsibility of the Hirer. Please be aware pegs are not permitted to put into the ground to anchor structures, only sandbags or other weighted objects can be used.

- 1.16 As a mark of respect we ask the public to refrain from using the Faulkner Park War Memorial as a stage or platform for anything other than photos.
- 1.17 The Hirer of any part or parts of any park, building or property shall maintain and keep good order and decent behaviour and shall be solely and entirely responsible for the carrying out and compliance with the requirements of these Local Laws and for any damage done to the venue, fixtures, fittings, furniture etc. and shall pay such damages as may be assessed by the City.
- 1.18 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.
- 1.19 No food or drink is to be sold or supplied to the general public at Tomato Lake.
- 1.20 Event applications need to be received at least 2 months prior to the booking date.

## 2. CLEANING REQUIREMENTS

At the conclusion of the function/session 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 function. 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. HIRERS' RESPONSIBILITIES

- 3.1 No spirituous liquors, wine, ale or spirits shall be brought into or consumed upon any portion of the property except when permitted in writing by the City of Belmont. An **Application to Consume Liquor Form** must be accompanied with the **Notification of Casual Passive Reserve Use 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.
- 3.2 It is the responsibility of the Hirer to ensure that no person behaves in a disorderly manner or causes a nuisance or annoyance. The Hirer must ensure the order of guests and that decent behaviour is maintained before, during and after the function. If police are called to maintain order or disperse a disorderly crowd, the bond may be forfeited.
- 3.3 Council reserves the right to insist on security / crowd control being provided by the Hirer.
- 3.4 It is a requirement that if the Hirer is an incorporated body, sporting clubs or associations 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.
- 3.5 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.

## 4. NOTIFICATION TO LOCAL RESIDENTS AND USERS

- 4.1 Local residents shall be notified at least one week prior to the event where it is intended to grant approval for the use of a park, hall or reserve involving:
  - Amplified sound or significant noise levels;

- The likely attraction of a significant number of people;
- The likely occurrence of parking difficulties or disruption to the normal traffic flow;
- Any road closure; and/or
- Any other action likely to significantly inconvenience or disrupt the locality.

4.2 Hall/Park/Reserve users shall be notified at least one week prior to the event where it is intended to grant approval for the use of a park/hall or reserve where:

- The users' activities will be disrupted; and/or
- The users' may experience possible parking difficulties;

The costs associated with notifying the local residents/users are to be met by the Hirer.

An event which, in the opinion of the City, may produce noise levels that is likely to adversely affect the comfort and convenience of nearby residents will be referred to Council.

## 5. 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