

# SEASONAL HIRE RESERVE ALLOCATION

## CONDITIONS OF HIRE

### 1 DEFINITIONS

- 1.1 Unless otherwise required by the context the following definitions shall apply:
- (1) **the City** means the City of Belmont.
  - (2) **Hirer** means the incorporated body to which the active Reserve and Facilities have been hired.
  - (3) **Seasonal Hire Period** means the summer and winter period as stated at Item 2.1.
  - (4) **Daily Hire Period** means the approved hours stated in the Hirer's Confirmation of Seasonal Hire letter.
  - (5) **Facility** means the multipurpose room/clubroom/change room.
  - (6) **Reserve** means the sports ground.

### 2 SEASONAL TIME SLOTS

- 2.1 The seasonal allocation periods for City Reserves and Facilities are:  
Summer Season – 1 October to 31 March  
Winter Season – 1 April to 30 September

### 3 GENERAL CONDITIONS

- 3.1 Applications for use of City Reserves on a seasonal basis must be made annually on the appropriate forms available from the City. Incomplete forms will be returned. Applications must be submitted with:
- A copy of the organisation's Public Liability Insurance;
  - A copy of the Certificate of Incorporation for the initial hire period;
  - A copy of the Hirer's Liquor License (if the Hirer sells alcohol); and
  - A copy of the Hirer's Minutes of its Annual General Meeting each year.
- 3.2 The Hirer is responsible for the removal of all litter associated with their use at the completion of each booking. This includes the Reserve and hired Facility.
- 3.3 Parking of vehicles on the Reserve is prohibited.
- 3.4 The Hirer is responsible for the conduct of persons at all times partaking in its activities on City property.
- 3.5 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 Seasonal Hire' letter.
- 3.6 Smoking is prohibited in all City Facilities and within 5 metres of entries and exits.
- 3.7 Any Hirer found block booking Reserves and Facilities or not utilising the time booked for the use will lose any unused booking time and may incur an instant breach of conditions notification.
- 3.8 The City reserves the right to cancel bookings and will provide 28 days written notice to the Hirer, subject to clause 3.13.



- 3.9 The Hirer is prohibited to enter into any sub-hire arrangement for use of the Reserve of Facility.
- 3.10 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.
- 3.11 Under no circumstances are gas bottles to be stored within the City's Facilities. Any gas bottles found stored on premises will be removed without notice to the Hirer.
- 3.12 Under no circumstances are barbeques allowed to be stored within the City's internal storage areas. Barbeque grease trays must be cleaned after use and stored in external storage facilities/areas or taken off site. Barbeques found in internal storage areas will be removed without notice to the Hirer.
- 3.13 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.
- 3.14 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.

#### **4 SEASONAL HIRE CHARGES**

- 4.1 Active Reserve hire charges will be reviewed by the City annually. Approved charges will be listed in the Schedule of Fees and Charges adopted by Council in conjunction with the City's budget processes.
- 4.2 The Hirer will be charged on a per player basis. Standard seasonal allocation entitles the approved Hirer up to one 'competition' allocation and two 'training' allocations per week, within the seasonal time slots. Allocation of Reserves for 'competition' is restricted to matches drawn to be played at home.

Should the applicant require less than the above entitlement, charges will be applied in the following apportions:

- 75% one training sessions and one competition event / per week
- 50% two training sessions or less / per week

- 4.3 Seasonal Hire charges allow the Hirer to use:
- The Facility for monthly committee meetings throughout the calendar year to a maximum of one per month for a maximum of 2 hours. These dates are to be included as part of the Hirers application.
  - The Facility and/or reserve for two club development events per season eg. one off sporting clinics, club workshops, fundraising and wind ups. An outline of the proposed activity is to be provided no less than 60 days prior to the event to allow sufficient time for assessment and approval.
- 4.4 Other charges applicable include:
- Facility Use: Annual charge for each applicant to offset maintenance, electricity, water, insurance, monitoring fees, cleaning contractors and FESA levies.

- Facility Bond: to be lodged at the commencement of each season and provided good tenure, will be refunded in full at the conclusion of the seasonal allocation.
  - Additional seasonal usage: For any additional training days or competition beyond the maximum allocation (two training sessions and one competition event / per week), charges will apply as stated in the Schedule of Fees and Charges.
- 4.5 As stated under the City of Belmont Policy SB10 - any registered member of a City of Belmont sporting club under the age of 18 will have their 'Seasonal Use – per member' charge waived. However all other conditions and bond charges apply.
- 4.6 The Hirer is required to advise the City of the specific details (including residential suburb) of their participating membership and will be charged on this figure x per participant charge. If the Hirer fails to do this they will be charged 100% at the non-resident rate.
- 4.7 Although no charges apply for a registered member under the age of 18, the Hirer must provide membership numbers for all 'under 18' members to enable City Officers to track membership number of ALL Clubs.
- 4.8 Special seasonal use charges are:
- Dog obedience training = One third of the senior per participant charge per member per season.

## **5 PRE SEASON TRAINING**

- 5.1 Pre-season training sessions are not considered part of the Hirer's seasonal allocation. Such bookings require the Hirer to complete a 'Casual Active Reserve Hire Application' form detailing each additional booking required and will be charged according to the Schedule of Fees and Charges.
- 5.2 The City reserves the right to nominate alternative training venues for any pre season training.
- 5.3 Pre season training for the incoming sport cannot be arranged with the current Hirer.

## **6 USE OF RESERVES BY SCHOOLS**

- 6.1 Local schools in the City may hire active Reserves for training purposes during school hours free of charge. Schools must seek approval from the City by completing the 'Casual Active Reserve Hire Application' form.
- 6.2 Schools outside the City of Belmont will be charged at the Casual Rate as stated in the Schedule of Fees and Charges. Schools must seek approval from Council by completing the 'Casual Active Reserve Hire Application' form.

## **7 USE OF FACILITY (CLUBROOMS)**

- 7.1 An annual 'Facility Use' charge will be made to the Hirer for the seasonal use of Clubroom/Multipurpose room Facilities. This is in addition to the seasonal ground use charges. These charges offset maintenance, electricity, water, insurance, monitoring fees, cleaning contractors and FESA levies.
- 7.2 The Hirer may not use the Facility for any purpose or at any times other than those confirmed in the Hirer's 'Confirmation of Seasonal Hire' letter.

- 7.3 The Hirer is responsible to ensure the Facilities and equipment is left clean and tidy **immediately** after use. Floors are to be swept and mopped with all rubbish placed in the provided sulo bins outside. Stoves, ovens, benches, trestle tables and chairs must be wiped clean. All cleaning products are to be supplied by the Hirer.
- 7.4 The Hirer is responsible for the removal and disposal of all cooking fats and oils offsite. No oils and fats are to be disposed of in the City's bins. Chip fryers must be placed in the Hirer's allocated storage or removed from the Facility at the completion of the seasonal hire period. The City reserves the right to remove the Hirer's equipment from the Facility if the items are not stored in the appropriate manner. When placed in storage they must be drained and thoroughly cleaned prior.
- 7.5 Adult entertainment is not an approved activity in City Facilities. Adult entertainment includes any indecent activities and requires that no one be immodestly or indecently dressed. Strippers, topless (including by way of see through material) are not permitted. If the Hirer is found to provide this form of entertainment in a City Facility, it will result in an instant breach of conditions of hire and the Hirer may be denied future use of Facilities.
- 7.6 City Officers will periodically carry out inspections of Facilities and if found to be in an unsatisfactory state of cleanliness, the Hirer will initially be notified and instructed to rectify. Where ongoing non compliance or where Facilities are found to be in a poor condition through lack of cleanliness or damage, it will result in an instant breach of conditions of hire and the Hirer may be denied future use of Facilities.

## 8 FLOOD LIGHTING

- 8.1 Hirer's requiring the use of floodlights during a season are required to nominate the nights in the week that the floodlighting will be required. The charges for use of the floodlighting will be additional to the ground hire fees as listed in the Schedule of Fees and Charges. Charges for lighting will commence from 6pm during the winter season and 7pm in the summer season.
- 8.2 The operation of floodlights shall not commence earlier than necessary and shall cease no later than 10pm or as approved by the City.
- 8.3 Floodlighting fixtures on active Reserves are the property of the City, with all maintenance and replacement works coordinated by the City.
- 8.4 The Hirer is not permitted to alter the setting of flood lighting. Altering the setting of floodlights will result in an instant breach of conditions of hire and charged for the cost of reinstating the lights to their correct position. The Hirer may be denied future use of Facilities.

## 9 LIQUOR PERMITS

- 9.1 Liquor may only be consumed on City property after a Council permit giving approval has been obtained. The Hirer may apply for this approval by completing the 'Application to consume liquor' form.
- 9.2 If charges are to be made in respect of refreshments provided, the appropriate permit is required to be obtained from the:

Office of Racing, Gaming and Liquor  
1st Floor, Hyatt Regency Centre  
87 Adelaide Terrace, Perth  
Tel: 9425 1888 or [www.rgl.gov.au](http://www.rgl.gov.au)

- 9.3 A copy of the Hirer's Liquor License must be attached to the 'Seasonal Hire Application Form'.

## **10 REMARKING OF PLAYING FIELDS AND THE INSTALLATION OF GOAL POSTS**

- 10.1 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.
- 10.2 The Hirer is responsible for all line marking of grassed playing surfaces throughout the season with the exception of the athletic track and field markings at Gerry Archer Athletic Track. This will be undertaken by the City throughout the athletic season.
- 10.3 Water based PVA paint specifically produced and for the **PURPOSE OF LINE MARKING** on turfgrass is the **ONLY** product approved by the City to mark Reserves.
- 10.4 For safety reasons, the following products are **not** permitted for marking Reserves: **LIME, HERBICIDES/WEED KILLERS, OIL, CREASOTE**, or other similar products.
- 10.5 Any damage incurred on Reserves from the use of any products or works by the Hirer, which have not had prior approval from the City, will result in charges associated with remedial works being forwarded to the Hirer for this service.

## **11 CLUB EQUIPMENT AND STORAGE**

- 11.1 The Hirer must seek approval from the City to bring in any additional equipment into the Facility that will not be stored in the Hirers allocated storage areas. eg. Fridges, chip fryers, televisions
- 11.2 All portable electrical equipment owned by the Hirer must be tested and tagged by a qualified electrician at the commencement of the seasonal hire period. Failure to maintain regular tagging may result in the equipment being removed by City Officers.
- 11.3 Should storage be available to the Hirer, they are responsible to maintain the cleanliness of the storerooms and are safe and accessible for all user groups.
- 11.4 Unless otherwise approved, storage is only permitted for the duration of the seasonal hire period. All Hirer's equipment and property is to be removed from the Reserve and Facilities or secured in appropriate club owned storage on the completion of each seasonal hire period.
- 11.5 The Hirer is fully responsible for their own furniture, equipment and any other contents stored within any City of Belmont Facility. The City is unable to provide insurance to cover any equipment owned by the Hirer.
- 11.6 No furniture or equipment owned by the Hirer is to remain in communal areas unless approved in accordance with Clause 11.1. All equipment must be stored in a safe manner at the completion of each use. This includes items such as bar tables, portable goals and pitching mounds.

## **12 WALL MEMORABILIA**

- 12.1 The Hirer requires written approval to fix memorabilia to any walls of the City Facility. Failure to comply may result in the items being removed without warning by City Officers. Please refer to Policy SB11.

### **13 LEGISLATIVE REQUIREMENTS**

The Hirer shall uphold and comply with City Local-laws and all other legislative requirements associated with their activities on City property e.g. Working with Children Check legislation and the Associations Incorporation Act 2015.

### **14 NO OFFENSIVE OR ILLEGAL ACTS**

The Hirer must not and must not suffer or permit a person to do or carry out in the Facility or on the Reserve any harmful, offensive or illegal act, matter or thing.

### **15 KEYS, SECURITY AND CCTV**

- 15.1 Keys and/or access swipes are to be collected from the City of Belmont Civic Centre one week prior to the approved first date of usage.
- 15.2 The Hirer must return all keys within fourteen (14) days of the completion of the seasonal hire period.
- 15.3 Should the Hirer fail to return the keys within fourteen (14) days, the Hirer will be charged in accordance with the City's fees and charges. The Hirer will be held responsible for all costs associated with the replacement of all locks, swipes and keys where required.
- 15.4 Keys are the responsibility of the person that signed the key declaration and must not be loaned to other persons or clubs without prior approval from the City. All named key holders are responsible for any damage or cost incurred to the City due to the misuse or loss of this key while it is under their control.
- 15.5 Under no circumstance is the Hirer permitted to have any keys duplicated.
- 15.6 Alarm codes will be issued to the Hirer where applicable. Under no circumstance is the Hirer permitted to reveal their allocated security code to any other party.
- 15.7 Upon leaving any Facility the Hirer must ensure that:
- All lights and air conditioning systems are turned off;
  - All doors, windows and additional security measures are closed and locked;and
  - Alarms are armed.
- 15.8 If CCTV cameras have been installed in the premises under no circumstances can they be interfered with in any way which would include, 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.

### **16 REPORTING REQUIREMENTS**

- 16.1 A copy of the Hirer's minutes of its Annual General Meeting is to be provided with the Hirers application form each year.

### **17 ACCOUNTS AND OUTSTANDING MONIES**

- 17.1 All accounts are to be paid within thirty (30) days from the invoice issue date.

- 17.2 Any expenses, costs or disbursements incurred by the City in recovering any outstanding monies including debt collection agency fees and solicitors' costs shall be paid by the Hirer.
- 17.3 In the event that there is an outstanding amount at the expiration of the hire period, the Hirer shall be prevented from making any further booking arrangements, unless arrangements for payment to the satisfaction of the City have been made prior to a booking application being submitted.

## **18 INSURANCE**

- 18.1 Prior to commencing use of City Facilities each season, the Hirer **MUST** obtain the following relevant insurance policies and forward copies of the Certificates of Currency to the City with their application form:
- Public Liability Insurance in the name of the Hirer for an amount of not less than TEN MILLION DOLLARS (\$10,000,000) and must include the Goods Sold Extension (this is to provide cover for food and drink being prepared or supplied on the premises)
  - An Insurance Policy covering all Volunteer Workers

As the City is unable to insure another party's equipment, Hirers are encouraged to obtain a Contents Insurance policy.

## **19 INDEMNIFICATION**

- 18.1 Hirers are responsible for any public liability in respect to their activity. (City of Belmonts' 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 Belmont cannot be held liable under any circumstances.

## **20 NON COMPLIANCE WITH THE CONDITIONS OF HIRE**

### **20.1 First Breach**

Subject to clause 7.6, should the Hirer be proven to be in breach of the Conditions of Hire for any reason whatsoever, the City reserves the right to issue a written warning for the first breach. Any damage as a result of the breach may be recovered by the City.

### **20.2 Second Breach**

In the event of a further or continued breach of the Conditions of Hire the City reserves the right to issue a written warning placing the Hirer on notice of a secondary breach. Any costs associated with secondary breaches will be recovered in full by the City from the Hirer.

Funds will be recovered at first instance through the Hirers bond. Should damages have greater value than the bond, the Hirer will be required to pay any shortfall and reinstate the bond in full for the remainder of the season.

### **20.3 Third Breach**

In the event the Hirer breaches the Conditions of Hire on a third occasion, the City will recover all costs associated with the breach from the Hirer and reserves the right to refuse hire to any or all of the City's Reserves and Facilities