

## 1. Facility, Oval & Park Hire

- 1.1 The Shire reserves the right to refuse any application to hire or to cancel the booking at any time.
- 1.2 Application for hire of a venue must be made on the **Hire Application Form (Form A)** and be signed by a person over the age of 18 years who will be responsible for payment of fees and any other charges arising from the booking, and for the observance of these conditions of hire.
- 1.3 Specific information about the facilities and equipment available at each hireable Shire space can be found on the relevant **Information Sheet (Form B)**.
- 1.4 Not-For-Profit Community Groups, Schools, Registered Charitable Organisations and Government Organisations may apply to receive a waiver of facility bonds. This can be requested via the **Facility Hire CEO Request Form (Form D)** and submitted with this hire application.
- 1.5 A tentative booking shall be permitted subject to confirmation being given by the hirer to the Shire at least 14 days before the date of the function/event. If the booking is not confirmed, the tentative booking may be cancelled by the Shire without notice.
- 1.6 Subletting of the facility is prohibited.
- 1.7 A police officer or authorised person shall be given access to the facility at any time.
- 1.8 Hirers wishing to cancel their booking must give the Shire 48 hours' notice. Failure to comply will result in the full payment of hire being invoiced to the hirer.
- 1.9 No animals shall be allowed in the facility or its precincts without the consent of the Shire.

The following conditions specifically apply to the **Manjimup Indoor Sports Pavilion**:

- 1.10 The Shire cannot offer exclusive use of this facility to any one group or individual and may on occasion allow usage of the facility by other community groups, individuals or the Shire itself if there is court space available. In the event of this happening, hirers will be given adequate notice.
- 1.11 The basketball rings / backboards are property of the Manjimup Amateur Basketball Association (MABA) and the netball posts are property of the Manjimup Netball Association (MNA). Hirers are not permitted to use these items without first seeking permission from the relevant association. Contact details: [info@manjimupbasketball.com.au](mailto:info@manjimupbasketball.com.au) or [manjimupnetball@hotmail.com](mailto:manjimupnetball@hotmail.com).

The following conditions specifically apply to the hire of **Ovals and Parks**:

- 1.12 The hirer has a duty of care to inspect the grounds prior to time of use for game play or training, to remove objects that could cause injury to people under their care and report to the Shire any risk or damage in need of the Shire's urgent attention.
- 1.13 The Shire reserves the right to close the grounds at short notice if the need arises, including for maintenance. Regular grounds maintenance is required throughout both the winter and summer sports seasons and all clubs shall be respectful of this maintenance. Hirers shall not remove posts or fencing around the grounds being maintained.
- 1.14 When grounds are not in use for an approved booking, no unauthorized person or group of persons shall refuse access to the grounds by members of the public.

## 2. Vehicles

- 2.1 Any motor vehicle driven or parked in the confines of the facility is entirely at the owners risk and no responsibility is accepted by the Shire for any theft or damage.
- 2.2 Driving and parking on any Shire footpath, including to unload or load items, is not permitted. Failure to adhere to this condition may result in the forfeit of the hirers bond.

The following conditions specifically apply to the **Manjimup Heritage Park**:

- 2.3 Vehicle access to the Park must be authorised by the Shire prior to the event and a Heritage Park Vehicle Pass must be displayed at all times. Passes will be issued upon collection of keys.
- 2.4 Hirers must be aware that there are several open ponds within the park and that children must be supervised **at all times**.
- 2.5 Motor vehicles driven within the Heritage Park must drive at a speed of no more than 8km/hr, with hazard lights on.
- 2.6 Vehicles are not permitted to remain in the Park during the event. They must be unloaded and removed from the Park and may be brought back into the Park after the event for reloading.
- 2.7 Only dedicated vehicle entry points are to be used.

### **3. Alcohol**

- 3.1 If alcohol is to be consumed during the hire, written permission from the Chief Executive Officer must be granted prior to the function being held. This can be requested via the **Facility Hire CEO Request Form (Form D)** and submitted with this hire application.
- 3.2 Hirers proposing that liquor be sold either at a bar or by way of inclusion in catering costs associated with the use of the facility, require a liquor licence from the Department of Racing, Gaming & Liquor. A copy of this licence must be presented to the Shire seven days prior to the function. The liquor licence must be displayed where the alcohol is being sold for the duration of the event. It is the responsibility of the hirer to ensure compliance with liquor licensing legislation.
- 3.3 Under no circumstances is the sale of alcohol or the provision of alcohol to a person under the age of 18 years permitted.
- 3.4 A nominated responsible adult must be present at all times, be sober and available to respond to directions of the Shire or the Police with regards to the facility or behaviour of guests.

### **4. Smoking**

- 4.1 All Shire facilities are strictly non smoking venues and the hirer shall undertake responsibility to enforce this prohibition.

### **5. Period of Hire**

- 5.1 All functions are to be finished by your booked time and cleaned and vacated (including equipment) within the agreed time, unless otherwise arranged.

### **6. Seasonal Hirers**

- 6.1 Seasonal hirers must notify the Shire of any additional or special events planned throughout the season.
- 6.2 Seasonal hirers must supply final fixtures and updates for all grades when compiled and/or amended.
- 6.3 Facilities hired for seasonal sports shall be available for Summer sports competitions from October to March and for Winter sports competitions from April to September each year. Seasonal hirers requiring facilities outside of their seasonal period (eg. for preseason training) are required to complete a casual hire application for those dates.

### **7. Fees**

- 7.1 All fees are charged in accordance with Shire's adopted fees and charges schedule.

### **8. Bonds**

- 8.1 A security bond must be paid 5 days prior to the function/event taking place. The Shire will return the bond to the hirer within 30 working days after the function, subject to a site inspection undertaken by Shire officers to ensure no damage to the facility has occurred. The bond is a guarantee for the fulfilment of all conditions of hire and as a security against damage to the furnishings, fittings, walls, floors, equipment or building of the facility. After Shire assessment, should cost to repair any damage be higher than the amount of the bond, the hirer agrees to pay to the Shire the full amount in excess of the bond.
- 8.2 A key bond must be paid on collection of keys for the facility, this bond will be returned when keys are returned to the Shire.

### **9. Key Collection**

- 9.1 Keys must be collected from the Shire Administration Office before 4.30pm on the day of hire. For weekend hire keys must be collected before 4.30pm on the Friday prior as office hours are Monday to Friday only. There is no availability for weekend call outs for key collections from the Shire office.

### **10. Care of Premises**

- 10.1 The hirer must leave the premises in a tidy condition and all goods, properties or materials brought in by the hirer must be removed from the premises. Tables and chairs should be returned to where they were found and chairs stacked.

- 10.2 The Shire may levy additional charges where special cleaning is required. The hirer's cleaning time must be included in the allocated period of use. The premises must be vacated by the time specified.
- 10.3 It is the hirer's responsibility to ensure, at the end of the hire period, that all windows and doors are closed and locked and lights, heaters and air conditioners turned off.
- 10.4 Should extra tables or chairs be required it is the hirer's responsibility to organise hire of such and to liaise with the Shire regarding suitable delivery and pick up times.
- 10.5 Nails, screws or any other fastenings must not be driven into or attached in any way to doors, walls, floors, furniture or fittings. Wax, chemicals or any other type of substance must not be spread across the floors under any circumstances. No signage or decorations are to be displayed without prior permission from the Shire.
- 10.6 All rubbish is to be removed and disposed of by the hirer. Rubbish should not be disposed of in the public bins surrounding the facility.
- 10.7 Any damage is to be reported to the Shire on the next working day.

The following conditions specifically apply to the **Manjimup Indoor Sports Pavilion**:

- 10.8 The court surface must be protected from damage, scratches and dents. Carpet or similar floor protection products must be used in all instances where items placed on the floor may cause damage. Under no circumstances are high heels or similar shoes that may cause damage to the court surface permitted to be worn in the facility.
- 10.9 At the conclusion of a booking, the facility must be left in the same state as when the booking commenced. For example if the netball posts are in place at the beginning of a booking and the hirer uses the basketball rings, the basketball rings should be wound up and the netball posts placed back on the courts.

The following conditions specifically apply to the hire of **Ovals and Parks**:

- 10.10 Hirers are not permitted to drive any type of stake into the grounds, unless authorized by the Shire's Manager of Parks & Gardens.
- 10.11 Due care must be taken while using the grounds. Sprinklers must not be covered or driven over under any circumstances. Where possible training will take place away from highly trafficked match playing areas.
- 10.12 All line markings on grounds will be done with a mixture of white PVA paint and English Whiting or wet lime. Under no circumstances are chemical additives (i.e. Roundup) to be used in conjunction with line marking paint to enhance the life of line markings. Line markings using other materials such as creosote, slack lime or sump oil are likely to leave harmful residue in the soil or pose a health risk and are strictly prohibited.
- 10.13 No vehicles are permitted onto the grounds at any time without prior permission being granted from the Shire.
- 10.14 Change rooms, where applicable, shall be left clean and tidy after each use by the responsible club. Rubbish shall be placed in the bins provided.

## **11. Liability & Insurance**

- 11.1 If required by the Shire, casual hirers shall take out public insurance in a form and for an amount specified by the Shire.
- 11.2 All liability for loss or damage to property or persons during the hire of Shire facilities is the responsibility of the hirer.
- 11.3 The Shire shall not accept liability for any damage, illness or injury caused or found to be caused to any person or property as a result of acts or omissions of the hirer, or guests or invitees or persons under their control.
- 11.4 The Shire is indemnified against any claim, loss or expense which may be made or arise as a result of the use of the hired premises.

## **12. Hirer's Property**

- 12.1 Property not belonging to the Shire and located at the facility during the currency of the agreement shall be so located at the owner's risk. The Shire shall have no responsibility for their safety.
- 12.2 Property not belonging to the Shire may not be left at the facility outside of the term of agreement other than by express agreement with the Shire of Manjimup. In those cases, the goods are at the owner's risk and the Shire shall have no responsibility for their safety.
- 12.3 All sporting clubs shall provide and maintain all of the equipment and material required to conduct their sport at their own expense. Any materials or equipment deemed unsafe by the Shire shall be removed.

**13. Guest Behaviour & Noise Control**

- 13.1 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 order of guests and that descent behaviour is maintained both inside and outside of the facility (e.g. in car park and surrounding areas) before, during and after the function. If police are called to maintain order or disperse a disorderly crowd, the bond may be forfeited.
- 13.2 The hirer shall not conduct or permit any activity – this includes the production of noise – of a nature or extent to create a nuisance for other persons or a hazard to the facility. Use of amplification systems is at the Shire’s discretion. The hirer will comply with any reasonable request by any person to mitigate any such nuisance.
- 13.3 Prompt departure from the venue is expected by the specified time and in a quiet manner in consideration of neighbours.

**14. Dealing with Emergencies**

- 14.1 The hirer will give effect to any reasonable direction of a designated Shire officer where such direction has the intention of dealing with an emergency or preventing a foreseeable accident or loss. Where no Shire officer is present, the hirer shall undertake responsibility to respond to an emergency by clearing the facility, contacting emergency services and minimising the hazard as appropriate and where safe to do so.

**15. Amendment of Conditions of Hire**

- 15.1 Hirers are advised that these conditions of hire may be amended by the Shire without notice at any time. Notwithstanding this, when conditions are amended every effort will be made to inform all hirers.

**16. COVID-19 Compliance**

- 16.1 Hirers agree to comply with COVID-19 directions as required by the State and/or Federal governments and as directed by the Shire of Manjimup, including but not limited to;
- Abiding by an up to date COVID Safety Plan,
  - Maintaining a contact register,
  - Abiding by social distancing requirements, and
  - Implementing hygiene protocols in accordance with COVID Safety Plan.

**Call 000  
for all emergencies**

**The Shire of Manjimup  
after hours emergency  
contact number is  
6454 4600**