

CITY OF BUSSELTON

HIRE TERMS AND CONDITIONS

1. Acceptance and Agreement

- 1.1 These Hire Terms and Conditions apply to every booking of a City facility, public open space, sporting ground, hard court, hall, venue or other hireable area made through the City's booking process.
- 1.2 By submitting a booking request, making payment, or clicking "I agree" (or similar wording) in the City's online booking system, the Hirer agrees to be bound by these Hire Terms and Conditions and any asset-specific or activity-specific conditions that apply to the booking.
- 1.3 A booking is not confirmed until the City accepts the booking, issues a Booking Confirmation and, where required, all payments have been received in full.
- 1.4 The City may decline a booking request in its discretion and is not required to provide reasons.
- 1.5 These Terms only give the Hirer a licence to use the Facility. They do not give the Hirer a lease, tenancy, ownership interest or any exclusive right to occupy the Facility.

2. Definitions and Interpretation

- 2.1 In these Terms the following words have the following meanings:
 - (a) **Approved Purpose** means the activity or purpose described in the Booking Confirmation and approved by the City.
 - (b) **Booking** means the booking request accepted by the City for use of the Facility.
 - (c) **Booking Confirmation** means the booking confirmation issued by the City to the Hirer detailing the Facility, Hire Period, Approved Purpose, applicable Fees and Charges and any special conditions applying to the Booking.
 - (d) **Business Day** means a day that is not a Saturday, Sunday or public holiday in Western Australia.
 - (e) **City** means the City of Busselton.
 - (f) **Facility** means the City venue, hall, public open space, sporting ground, hard court or other area approved for hire under the Booking.
 - (g) **Fees and Charges** means the fees, charges, bond, deposit, call-out fees and any other amounts payable under the Booking or the City's Schedule of Fees and Charges.
 - (h) **Hire Period** means the dates and times approved by the City for the Booking, including any approved set-up and pack-down times.
 - (i) **Hirer** means the person, club, incorporated association, business, body corporate or organisation making the Booking and agreeing to these Terms.
 - (j) **Terms** means these Hire Terms and Conditions.
- 2.2 In the event of any inconsistency between documents the following order of precedence applies:
 - (a) the Booking Confirmation (including the Approved Purpose and any special conditions);
 - (b) these Terms.

3. Use of the Facility

- 3.1 The Hirer may use the Facility only during the Hire Period and only for the Approved Purpose.
- 3.2 The Hirer must not access, enter, remain at or use the Facility outside the Hire Period without the City's prior approval.
- 3.3 The Hirer must not use the Facility for any unlawful, offensive, unsafe or unauthorised activity, or do anything that may cause nuisance, annoyance, disruption, damage or loss to the City, neighbouring premises or any other person.
- 3.4 The Hirer acknowledges that:
 - (a) the Facility may be subject to restrictions, closures, maintenance works, public access requirements or other limitations, and that the City does not warrant that the Facility is suitable for the Hirer's particular purpose; and
 - (b) it has satisfied itself as to the suitability of the Facility and does not rely on any representation by the City.
- 3.5 The Hirer is responsible for obtaining, at its own cost, all approvals, licences, permits, consents and authorities required for the Approved Purpose.
- 3.6 The Hirer must not copy, share, disclose or misuse any key, access device, code, alarm code or security information provided by the City. The Hirer is responsible for ensuring the Facility is secured as directed by the City at the end of the Hire Period and is liable for any loss, damage, unauthorised access or call-out cost arising from a breach of this clause.

4. Approvals and Compliance with Laws and Directions

- 4.1 Any approval, consent or permission given by the City under these Terms or in connection with a Booking may be given subject to conditions and may be amended, suspended or withdrawn by the City where reasonably necessary for safety, compliance, operational, environmental or public interest reasons.
- 4.2 The Hirer must comply with all applicable laws, regulations, local laws, policies and lawful directions of the City relating to the Facility and the Booking.
- 4.3 The Hirer must ensure that all guests, participants, spectators, invitees, contractors, volunteers and other persons attending under the Hirer's control comply with these Terms.
- 4.4 The City may require the Hirer to submit and comply with an event management plan, risk assessment, traffic management plan or security arrangements.
- 4.5 The City may enter the Facility at any time during the Hire Period to inspect the Facility, monitor compliance, address safety issues, protect property, or respond to an incident.
- 4.6 The Hirer must immediately comply with any lawful direction given by the City, an authorised officer, ranger, emergency services or police in relation to the Booking, the Facility or public safety.
- 4.7 The City may direct the Hirer to stop or suspend any activity that is unsafe, unlawful, unauthorised or inconsistent with the Approved Purpose.

5. Safety, Conduct and Supervision

- 5.1 The Hirer is responsible for the conduct, safety and supervision of all persons attending or participating in the Booking.
- 5.2 The Hirer must take all reasonable steps to ensure the activity is managed safely and in accordance with applicable work health and safety requirements.
- 5.3 The Hirer must promptly report to the City any accident, incident, injury, security issue, hazard or damage occurring at or in connection with the Facility.
- 5.4 Where the Booking involves children or young persons, the Hirer is responsible for ensuring appropriate supervision and compliance with any applicable child safety and Working with Children requirements.
- 5.5 Where the Booking involves coaching, officiating, sporting instruction or similar activities, the Hirer is responsible for ensuring that relevant personnel hold any required qualifications, accreditations or registrations.

6. Cleaning, Waste, Damage and Reinstatement

- 6.1 The Hirer must keep the Facility clean, tidy, safe and in good order during the Hire Period and must leave the Facility at the end of the Hire Period clean and in the same condition as at the start of the Hire Period, fair wear and tear excepted.
- 6.2 The Hirer must remove all property, equipment, decorations, structures, waste and other items brought onto the Facility by the Hirer unless the City agrees otherwise.
- 6.3 If bins are provided, the Hirer must place recyclable and non-recyclable waste in the appropriate bins. If bins are not provided, the Hirer must remove all waste from the Facility.
- 6.4 The Hirer is liable for the cost of repairing any damage to the Facility or surrounding area caused by the Hirer or by people under the Hirer's control, and for any additional cleaning, waste removal, rectification, reinstatement, security or call-out costs reasonably incurred by the City.

7. Fees, Charges and Payment

- 7.1 The Hirer must pay all Fees and Charges, including any bond, deposit and other applicable charges, by the due dates specified by the City.
- 7.2 If payment is not made by the due date, the City may cancel or terminate the Booking.
- 7.3 The Hirer must reimburse the City on demand for any repair or reinstatement costs, cleaning or waste-removal costs, emergency, security or false-alarm call-out fees, replacement costs for missing keys or access devices, and legal or recovery costs reasonably incurred by the City in connection with a breach by the Hirer.
- 7.4 The City may retain, deduct or apply the bond to cover any costs under these Terms and will return any balance within a reasonable period after the Hire Period.
- 7.5 Any amount payable by the Hirer under these Terms is a debt due and payable to the City and may be recovered by the City as a debt.

8. Cancellation, Amendment and City Closure Rights

- 8.1 The Hirer must notify the City as soon as possible if it seeks to cancel, alter or reschedule a Booking.
- 8.2 Unless the City agrees otherwise:
 - (a) if notice of cancellation is received less than 7 days before the Hire Period, the City may retain 50% of the hire fee; and
 - (b) if notice of cancellation is received within one Business Day of the Hire Period, the booking is non-refundable and the full hire fee may be retained.
- 8.3 The City may cancel, suspend, relocate or amend a Booking where reasonably necessary due to safety, maintenance, weather, ground condition, emergency, bushfire, public event requirements, legal compliance or any other operational reason.
- 8.4 If the City cancels a Booking before the Hire Period commences, the City will refund any booking fee paid for the affected period, unless the cancellation results from the Hirer's breach.
- 8.5 To the extent permitted by law, the City is not liable for any indirect, consequential or economic loss arising from cancellation, suspension, relocation or amendment of a Booking.

9. Insurance, Liability and Indemnity

- 9.1 Where required by the City having regard to the nature of the Booking, the Hirer must take out and maintain for the Hire Period a public liability insurance policy, acceptable to the City, for an amount of not less than \$10,000,000, and must provide a certificate of currency on request.
- 9.2 The City may require additional insurance depending on the nature of the Booking, including workers compensation or professional indemnity insurance.
- 9.3 The Hirer uses the Facility at the Hirer's own risk, except to the extent any loss, damage, illness or injury is caused by the negligence or wilful misconduct of the City or its officers, employees or agents.
- 9.4 To the extent permitted by law, the City's liability is limited to the re-supply of the Facility or a refund of fees paid.
- 9.5 The Hirer indemnifies the City against any claim, loss, damage, cost, liability or expense arising from or in connection with the Hirer's use of the Facility, any act or omission of the Hirer or a person under the Hirer's control, or any breach of these Terms by the Hirer, except to the extent caused by the negligence or wilful misconduct of the City or its officers, employees or agents.
- 9.6 The City is not responsible for loss of, or damage to, the Hirer's property or the property of any person attending the Booking, except to the extent caused by the negligence or wilful misconduct of the City or its officers, employees or agents.
- 9.7 The City is not liable for any failure or delay in performing its obligations where this is due to events beyond its reasonable control, including but not limited to weather, natural disasters, fire, public health orders, utility failures or emergencies.
- 9.8 The Hirer must ensure that any contractors or service providers engaged by the Hirer hold all required licences and insurances.

10. Default, Refusal and Termination

- 10.1 The City may immediately suspend or terminate the Booking if the Hirer breaches these Terms, payment is overdue, the activity is unsafe, unlawful or unauthorised, the Hirer fails to comply with a lawful direction, or continued use may damage the Facility or create risk to any person.
- 10.2 The City may refuse access to, or require the removal of, any person acting in an unruly, abusive, anti-social, violent or unsafe manner.
- 10.3 On termination or expiry, the Hirer must immediately vacate and return the Facility to the City in the required condition.
- 10.4 The City may consider previous breaches or damage history when determining future booking requests.

11. Assignment and Third-Party Use

- 11.1 The Hirer must not assign, transfer, sublicense, on-sell or otherwise permit another person or organisation to use the Facility under the Booking without the City's prior written approval.
- 11.2 The Hirer remains responsible for all acts and omissions of participants, guests, contractors and third parties associated with the Booking.

12. Privacy

- 12.1 The City may collect, use and disclose information provided in connection with the Booking for the purposes of administering the Booking, managing the Facility, recovering amounts owed, responding to incidents, complying with legal obligations and otherwise as permitted or required by law.
- 12.2 The Facility or surrounding area may be subject to CCTV or other security monitoring where applicable.

13. General

- 13.1 The Booking Confirmation and these Terms constitute the entire agreement between the City and the Hirer in relation to the Booking and supersede any prior discussions, representations or understandings about the Booking.
- 13.2 A failure or delay by the City in exercising a right under these Terms does not operate as a waiver of that right.
- 13.3 The Booking may only be varied with the City's written approval.
- 13.4 If any part of these Terms is invalid or unenforceable, the remainder continues to apply.
- 13.5 These Terms are governed by the laws of Western Australia.
- 13.6 The City may update these Terms from time to time. The Terms applying to a Booking are the version made available to the Hirer at the time the Booking is accepted, unless the Hirer later agrees to an updated version.
- 13.7 Any dispute or complaint about a Booking should be made to the City in writing.

Asset-Specific Conditions

14. Additional Conditions for Community Halls and Indoor Venues

- 14.1 These clauses apply only if the Facility is a hall, venue or indoor facility.
- 14.2 The Hirer must ensure attendance does not exceed the maximum capacity notified by the City for the Facility.
- 14.3 The Hirer must ensure the venue, including any kitchen or ancillary area used by the Hirer, is left clean and orderly, with all lights and equipment turned off, all external doors locked, all internal doors closed, and the alarm reactivated where applicable.
- 14.4 All keys, access devices or security devices issued by the City must be returned as directed at the end of the Hire Period.
- 14.5 The Hirer must not affix or display signs, posters, advertisements or decorations on the venue or adjacent land without the City's prior approval.
- 14.6 The Hirer must not drive nails, screws or fasteners into fixtures or fittings and must not use confetti, glitter or similar materials inside the venue.
- 14.7 All electrical equipment brought into the venue must be tested and tagged by an authorised person and display a current tag.

15. Additional Conditions for Public Open Space

- 15.1 These clauses apply only if the Facility is a public open space, park, reserve, foreshore area or similar outdoor area.
- 15.2 A booking of public open space does not give the Hirer exclusive use of the area unless the City expressly states otherwise in writing. The general public retains the right to use the area, and the Hirer must not require members of the public to leave.
- 15.3 All vehicles must be parked in designated parking areas and must not be driven or parked on grassed areas unless approved by the City.
- 15.4 If power access is required and available, it must be requested in advance and used only in accordance with the City's directions.
- 15.5 The Hirer must not overload, interfere with or adversely affect any power, water, lighting or other services at the public open space.
- 15.6 All electrical equipment connected to City-supplied power must be tested and tagged by an authorised person and display a current tag.
- 15.7 Smoking is not permitted where prohibited by law, including within 10 metres of a playground where applicable.
- 15.8 The Hirer must not damage turf, vegetation, dunes, natural areas, fixtures or surrounding land, and must avoid activities that create bushfire risk or environmental harm.
- 15.9 Music or other copyright material used in connection with the Booking must be properly licensed by the Hirer where required, including APRA/PPCA licensing where applicable.
- 15.10 The Hirer must comply with the Environmental Protection (Noise) Regulations 1997 and must manage noise so as not to cause unreasonable disturbance.

16. Additional Conditions for Seasonal Use of Sporting Grounds and Hard Courts

- 16.1 These clauses apply only if the Facility is a sporting ground, recreation reserve, seasonal allocation area or hard court.
- 16.2 The rights granted are limited to the approved season, dates and times allocated by the City.
- 16.3 Where changerooms are provided as part of the Booking, the Hirer is responsible for ensuring changerooms are left clean and tidy after each use, lights are switched off, and the areas are locked or secured on exit.
- 16.4 Equipment must not be stored in changerooms unless approved by the City.
- 16.5 The Hirer must supply and maintain, at its own cost, the equipment and materials required for its sport or activity unless the City agrees otherwise. Unsafe equipment may be required to be removed by the City. Portable equipment must be removed after use or stored only in an allocated area approved by the City.
- 16.6 Any soccer goals, hockey goals or similar equipment left on the playing surface must be safely secured or anchored at all times. Failure to do so may result in cancellation or other action by the City.
- 16.7 The Hirer must not drive vehicles onto playing surfaces or hard courts without the City's prior approval.
- 16.8 The Hirer must not conduct line marking, erect structures, or interfere with power, water or lighting without the City's prior approval.

Activity-Specific Conditions

17. Alcohol

- 17.1 These clauses apply only if alcohol is proposed.
- 17.2 Alcohol must not be sold, supplied, served or consumed at the Facility without the City's prior approval where required.
- 17.3 If a liquor licence or permit is required, the Hirer must obtain it and comply with the *Liquor Control Act 1988* and all related conditions.
- 17.4 The Hirer must obtain the City's approval before lodging any liquor licence application and must allow sufficient lead time.
- 17.5 The Hirer is responsible for all alcohol-related compliance, service practices, staffing and patron behaviour.

18. Temporary Structures, Signage and Decorations

- 18.1 These clauses apply only if the Booking involves a temporary structure, signage, decorations, staging or similar items.
- 18.2 The Hirer must not erect or place any temporary structure, marquee, arch, gazebo, windbreak, amusement device, signage or similar item without the City's prior approval.

- 18.3 Any approved structure must be installed, anchored and used safely and in accordance with all engineering, permit and manufacturer requirements.
- 18.4 Any line marking, pegging or ground penetration requires prior approval and may be subject to location checks and cost recovery.
- 18.5 Approved freestanding signage must not obstruct accessways and must be removed at the end of the Hire Period.

19. Weddings and Ceremonies

- 19.1 These clauses apply only if the Booking is for a wedding or ceremony in public open space.
- 19.2 Wedding ceremonies are permitted only in the area approved by the City.
- 19.3 Unless the City approves otherwise, a wedding booking is for a maximum period of 2 hours, including set-up, ceremony, photography and pack-down.
- 19.4 Public access must be maintained at all times and the area must not be roped off or otherwise made exclusive.
- 19.5 Only home-compostable confetti may be used where permitted by the City.
- 19.6 The Hirer must not cause damage to coastal, environmentally sensitive or natural areas and acknowledges that the City cannot guarantee visual amenity due to weather, maintenance or other environmental conditions.
- 19.7 Any specific site curfews or additional location-based conditions notified by the City form part of the Booking.

20. Amusements and Inflatable Devices

- 20.1 These clauses apply only if the Booking involves a bouncy castle, inflatable or other amusement device.
- 20.2 A bouncy castle or similar device must not be installed without the City's prior approval, and the Hirer must provide location details and any other information requested by the City.
- 20.3 The device must be installed, secured and supervised safely and in accordance with engineering and manufacturer requirements.
- 20.4 The Hirer is responsible for any damage caused by the amusement device and must restore the area to its original condition.

21. Food Sales and Food Service

- 21.1 These clauses apply only if food is sold or supplied.
- 21.2 If food is sold or supplied at the Facility, the Hirer must comply with all applicable food safety laws and any City health requirements.
- 21.3 Community fundraisers and regular food activities must comply with any applicable notification or registration requirements and guidance issued by the City.