



**COMMUNITY FACILITIES, PARKS AND
RESERVES – CONDITIONS OF HIRE AND USE**

POLICY NO: 2.1.27

(Adopted at the Ordinary Meeting of Council held on 25 June 2019)

**COMMUNITY FACILITIES, PARKS – CONDITIONS OF
HIRE AND USE**

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COMMUNITY FACILITIES, PARKS AND RESERVES CONDITIONS OF HIRE AND USE

POLICY NO: 2.1.27

OBJECTIVES

To:

1. Provide guidelines for the conditions of use and the responsibility of individuals/businesses/organisations/clubs/groups/schools applying to use or hire the Town's community facilities, parks and reserves;
2. Provide guidelines to ensure that the Town's community facilities, parks and reserves are used in a safe and responsible manner and the risk of causing a nuisance is minimized; and
3. Acknowledge the importance of recreational needs and endeavour to manage community facilities, parks and reserves in order to provide maximum access and sustainable usage.

POLICY STATEMENT

1. Use of Town Facility

Any persons/businesses/organisations/clubs/groups/schools who use a Town facility, park or reserve shall only do so in accordance with the *Town of Cambridge Local Government and Public Property Local Law 2017*, this Policy and associated Guidelines.

2. Application

- 2.1 An application shall be made to the Town on the prescribed form for any sports activity, event or function proposed to be held at any Town managed community facility, park or reserve.
- 2.2 Small groups (generally less than 50 people), partaking in recreation activities at a park or reserve with no significant infrastructure or entertainment are considered a social gathering and fall outside the operational guidelines of this Policy and therefore do not require an application.
- 2.3 Applications for special events should review Policy 2.1.19 - Conduct of special events, concert, parties and large public events.

3. Fees and Charges

The Council shall determine all fees and charges for community facilities, parks and reserves on an annual basis and these shall be listed in the Annual Budget.

4. Authorised Representative

The Town's Policy, Guidelines and Conditions of Hire are to be enforced at all times during the hire. Any duly Authorised Person of the Town, duly authorized under delegated authority by the Chief Executive Officer, shall at all times during the period of hire have free access to a community facility, park or reserve and may enforce all conditions relating to the hire.

5. Right to Suspend Activities

The Town retains the right to suspend activities in a community facility or on a park or reserve, or withdraw a booking if a Hirer is found to be in serious breach of any conditions associated with the hire or where they have failed to remedy any breach, within a reasonable period of time, after being requested to do so by the Town.

Individuals/businesses/organisations/clubs/groups/schools proven to be unsuitable Hirers from past use for any reason, include, but not limited to:

- (a) Destruction or significant damage of property;
- (b) Leaving a Community Facility, park or reserve in an unsatisfactory condition;
- (c) Causing a serious nuisance;
- (d) Causing any activity which has the potential to cause serious injury or harm to other persons; and/or
- (e) Non-compliance with the approved Conditions of Use; will not be granted hire.

6. Right to Refuse an Application or Booking

6.1 The Town's Administration has the right to refuse any application or booking it deems to be unsuitable. Grounds which are considered 'unsuitable' are included, but not limited to:

- (a) Destruction or significant damage of property;
- (b) Leaving a Community Facility, park or reserve in an unsatisfactory condition;
- (c) Venue not left in an acceptable state;
- (d) Non-compliance with Conditions of Hire;
- (e) Withholding information as to the true nature of the event;
- (f) Non-payment of hire fees;
- (g) Offensive behaviour, impersonations or representations of persons, or anything deemed likely to produce significant disturbances, or breach of peace;
- (h) Any person or organization deemed unsuitable by the Federal or state government for their extreme views or ideology.

6.2 Any persons/businesses/organisations/clubs/groups/schools proven to be unsuitable Hirers, from past use, for a range of issues, including but not limited to matters specified in Clause 6.1 above, will not be approved for hiring any Town

property or community facility.

7. Right of Appeal

In the event of an Applicant/Hirer/person being dissatisfied with a decision of a Town Authorised Person, are to be advised that they have a right of appeal to lodge a written objection for a review to the Chief Executive Officer, in accordance with the Council's Policy 1.2.12.

8. Delegated Authority

The Chief Executive Officer will administer and enforce this Policy, Guidelines and Procedures, in accordance with the Council Delegated Authority Register.

9. Policy Discretion

The Chief Executive Officer is authorised to make minor variations to the operation of the policy in urgent and special circumstances.

(This policy is to be read in conjunction with the Town's Guidelines and Policy Procedures.)

For additional information also refer to Policy 2.1.19 - *Conduct of Special Events Concerts Parties Public Event.*

Responsible Directorate	Office of the CEO
Responsible Section	Governance and Legal
Responsible Officer	Chief Executive Officer
Statutory Legislation and Compliance	<i>Local Government Act 1995</i>
Related Documents/Legislation	<i>Town of Cambridge Local Government and Public Property Local Law 2017</i>
Date of Adoption By Council and Item Number	Council Meeting – 25 June 2019 (Item CR19.73) This Policy incorporates the following previous policies: Policy No: 1.2.5 - Placement of Advertising Material or Petitions Policy No: 2.1.8 - Sale of Liquor at Parks and Reserves Policy No: 2.1.17 - Lighting Policy No: 2.1.21 - Hire of Sporting Grounds/Reserves Policy No: 2.1.23 - Use of Sporting Grounds/Reserves by Local Schools Policy No: 2.1.27 - Hire of Community Facilities Policy No: 2.1.28 - Access to Community Facilities Policy No: 2.1.32 – Conduct of Commercial Group Fitness Classes on Reserves
Date Reviewed/Amended- and Item Number	All policies are reviewed every two years, usually in April.
Next Review Date	April 2020
ECM Reference	

GUIDELINES AND POLICY PROCEDURES FOR COMMUNITY FACILITIES, PARKS AND RESERVES CONDITIONS OF HIRE AND USE – ALL HIRERS

POLICY NO: 2.1.27

1. Definitions and Aims

- 1.1 The terms and definitions used throughout this Policy are those specified in the *Town of Cambridge Local Government and Public Property Local Law 2017*.
- 1.2 The main aim of these Guidelines is to bring together into one document, the requirements of all policies and practices related to the hire and use of community facilities, parks or reserves, which can be provided to prospective Hirers or users.
- 1.3 Preference will be given to sporting clubs, local community groups, schools and local businesses located within the Town for the hire and use of the Town's community facilities, parks and reserves. However, other groups are welcome to apply and will be considered once all local hiring's/bookings have been allocated.

2. Area of Application

- 2.1 This Policy and Guidelines shall apply to all community facilities (including change rooms), parks, reserves and floodlights under the care, control or management of the Town of Cambridge.
- 2.2 Community facilities, parks, reserves and floodlights may only be used by the Hirer at the times approved by the Town.
- 2.3 The Town leases a number of its facilities to various groups and organisations, meaning those which are already leased may not be available for hire. Fulfilment of the terms and conditions stipulated in any pre-existing, pending or negotiable lease agreement entered into by the Town for a facility takes priority over any request for hire (casual or seasonal/long-term).

3. Unstructured Recreation

- 3.1 All recreation parks and reserves are available for casual use by the public.
- 3.2 A small group (generally less than 50 people), partaking in recreation activities is considered a social gathering and falls outside the operational guidelines of this Policy. A larger group of 50 or more people is considered to be an "organised activity" and will be subject to the operational guidelines of this Policy.
- 3.3 Any park or reserve may be booked for a "special event" or function; however, every endeavour should be made to ensure that at least 50% of the park or reserve remains available for use by the general public.

4. Structured Recreation

- 4.1 Sport spaces may be available for Seasonal Hire and casual hire.
- 4.2 Additional guidelines and conditions of use apply to the Seasonal Hire Section within these Guidelines – **Refer Attachment 2**.

5. Community Facilities

- 5.1 Community Facilities are hired out on a casual basis on submission of a casual facility hire booking Application Form. Hire fees are required to be paid a minimum of two (2) weeks prior to the hire. This includes any permits and a refundable bond if required.
- 5.2 Regular Hire is assessed and permitted on submission of a facility hire booking Application Form inclusive of dates for the calendar year. Payment of a refundable bond may be required on commencement of use, and the Hirer is invoiced on a monthly basis for the hire.
- 5.3 Conditions specific to facility hire are required to be read and acknowledged by the Hirer.

6. Insurance and Indemnification

- 6.1 Any Hirer of a community facility (including change rooms), park or reserve under the care, control or management of the Town must where applicable, in accordance with Policy No: 2.1.24 - *Public Liability Insurance Requirements*, maintain a Public Liability Insurance Policy for a minimum of \$10 million. This is to indemnify the Town against any accident, injury or damage resulting from or incidents arising from the Hirer's use of the Town's property or Facilities.
- 6.2 Proof of insurance (photocopy of Certificate of Currency) must be presented to the Town (where applicable) when applying to use any facility and shall be kept current during all times that the facility is to be used.
- 6.3 The Town must be advised of any incident or circumstance that may give rise to a claim. This cover is additional to any other insurance that the Hirer is required to obtain.
- 6.4 The Hirer must warrant to the Town that the facility will not be used for any unlawful or non-approved purpose.

7. Application Forms, Hire Conditions and Double Bookings

- 7.1 The Town has developed Application Forms for the hiring the Town's facilities, parks and reserves with abbreviated conditions of use attached and procedures for each type of hire. Before hiring any of the facilities, the Application Form, the attached conditions of use and the relevant sections from this Policy, should always be read and understood by the Hirer.
- 7.2 Booking applications must be received in writing via the Town's online booking form or hard copy form. When the completed booking form is submitted the booking assessment process will begin. The booking will then be accepted or refused.
- 7.3 A minimum of 14 days' notice is required to process the application. Additional notice periods may be required for more complex bookings such as large or extraordinary events, seasonal hire or events that require additional permits.
- 7.4 All applicants applying to hire a facility, park or reserve shall provide the Town with all details deemed necessary by the Chief Executive Officer to enable the Town to adequately assess the application.

- 7.5 The Town's facilities, park and reserves are generally available to all groups, individuals and functions that promote the vision, mission, beliefs and objectives of the Town of Cambridge as outlined in the Town's Strategic Plan.
- 7.6 The Hirer must be eighteen (18) years of age or over.
- 7.7 Those groups, individuals and functions that contravene the requirements of this Policy and Guidelines or groups, individuals and functions that has caused or is likely to cause financial or physical damage to any community facility, park or reserve of the Town, may be denied access at the discretion of the Chief Executive Officer or be classified as high risk hirers. If classified as a high risk hirer then, at the discretion of the Chief Executive Officer, the hirer may be charged fees and/or bond above those specified in the Schedule of fees and charges.
- 7.8 The Town has the right to refuse and/or cancel any booking by groups, organisations, and individuals proven to be unsuitable hirers, for a range of issues, including but not limited to:
- (a) Destruction or significant damage of property;
 - (b) Leaving a Community Facility, park or reserve in an unsatisfactory condition;
 - (c) Venue not left in an acceptable state;
 - (d) Non-compliance with Conditions of Hire;
 - (e) Withholding information as to the true nature of the event;
 - (f) Non-payment of hire fees;
 - (g) Offensive behaviour, impersonations or representations of living persons, or anything deemed likely to produce significant disturbances, or breach of peace;
 - (h) Any person or organization deemed unsuitable by the Federal or state government for their extreme views or ideology.
- 7.9 Bookings shall be confirmed (Agreed Use) in writing outlining any fees payable. The relevant charges for the hire at facilities shall be determined by the Council on an annual basis and included on the Annual Budget.
- 7.10 Seasonal Hirers will be invoiced at the commencement of the summer/winter season, Regular Facility Hirers will be invoiced monthly, Casual Hirers shall be forwarded an invoice upon approval of their application and Fitness Licenses will be invoiced according to their license of 3, 6 or 12 months.
- 7.11 The Conditions of Hire for Town of Cambridge community facilities, parks and reserves are a series of conditions that the hirer agrees to in return for the use of the facility. The Conditions of Hire are reviewed and updated on an annual basis. The current Conditions of Hire are unique to each venue as they pertain to the venue's purpose and operational requirements and must be adhered to at all times. Non-compliance will result in forfeiture of the hirers bond.
- 7.12 The Hirer shall NOT under any circumstances sub-hire the community facility, park or reserve to a third party. The Hirer shall be deemed to be the applicant and the term 'Hirer' shall not extend to any other person and/or any other organisation with whom the Hirer may have an association.

7.13 In the event that the Town needs to revoke hire of a facility for any reason, the Hirer will not be compensated for the cancelled booking (hire fees will be refunded but an alternative location will not necessarily be offered).

7.14 In the event of two or more applications being received for the hire of a community facility, park or reserve for the same date and time, the Town will consider the priority of applications through previous historical bookings and whether they are a local organization as to determine which applicant the hiring shall be granted to.

8. Fees and Payment

8.1 Fee Structure

A Hirer who wishes to use a community facility, park or reserve shall pay the prescribed fees, charges and bond (if applicable). Waiving of fees for specific Hirers or purposes is at the discretion of the Chief Executive Officer, as prescribed by the Council Delegated Authority Register.

8.2 Locals First Rate

Local Not-for-Profit organisations are provided with a 50% discount off the standard hire rate for the use of the Town's various community facilities;

Local Not-for-Profit sporting organisations are provided with a 50% discount off the standard seniors (over 18 years of age) ground hire charge for use of the Town's various sporting grounds;

A 50% discount off the standard lighting oval charge will be provided to Local Not-for-Profit sporting organisations that have contributed funds towards lighting infrastructure;

A 10% discount off the standard lighting oval charge will be provided to Local Not-for-Profit organisation that have not contributed funds towards lighting infrastructure;

To qualify for the Locals First discount rate for sportsgrounds and reserves, a local not-for-profit organisation be required to meet all of the following criteria:-

- (a) Has a facility or office located within the boundaries of the Town OR has a postal address within the Town; and
- (b) Is a not for profit incorporated community group; and
- (c) At least 40% of the group's memberships are residents of the Town.

8.3 Payment

Payment for reserve and park hire can be made via cheque, electronic transfer, or EFTPOS, credit card or cash in person only. Credit card payments may be accepted over the phone.

Payment for facility hire can be made in person only on collection of keys via cheque, EFTPOS, credit card or cash.

The Hirer is responsible for any costs, fees and expenses incurred by the Town for non-payment of hire fees by the Hirer including but not limited to administrative costs, debt collection and legal costs and expenses.

9. Bonds and Keys

9.1 A bond shall be lodged as surety against any damage caused to a community facility, park or reserve or for any non-compliances with the conditions of hire. Payment of any bond shall be determined by the Chief Executive Officer and shall be payable to the Town at least fourteen (14) days prior to the use of the facility. If payment is not received by the due date, the Town may refuse the application and cancel the booking.

9.2 Refund of Bond

The Town shall refund the bond within ten (10) working days from the event at the Town's discretion, subject to:

- (a) There being no damage;
- (b) No additional cleaning being required;
- (c) No significant breach of the conditions of hire having been made; or
- (d) The return of keys to the Town of Cambridge within 48 hours of the hire (if applicable).

Any costs required to be expended by the Town, as a result of a booking will be deducted from the Bond.

The Hirer is liable to additional charges;

- (a) If any repair or restoration work to the Town's assets (such as reticulation, fences, turf etc.) is necessitated by the Hirer's activities or to cover the cost of extra services which the Town's staff may have to supply.
- (b) Should the Hirer access the facilities outside their agreed hired time.

A Hirer who is found to cause damage to a facility either through misuse or allowing misuse of the facility may also have a penalty imposed, at the discretion of the Town. The penalty may be a monetary penalty or loss of current and/or subsequent allocation(s)/hire.

9.3 Refunds/Cancellations/Closure

Cancellation fees may apply to cancelled bookings in accordance with the Fees and Charges Schedule. Monies cannot be refunded due to poor attendance or inclement weather.

In the event that the Town's community facilities, parks or reserves or are required to be closed (in accordance with the conditions of hire), those groups or individuals scheduled to use a particular facility, park or reserve during the closure will be informed of alternative locations within the Town. Those affected will not be charged for the use of the facility, park or reserve whilst it is closed, but should they use the alternate location offered by the Town they will be required to pay the endorsed rate for that facility.

9.4 Keys

Keys may be collected one day prior to the event and must be returned within 48 hours of the conclusion of the event. For bookings that fall on a weekend, keys may be collected on the Friday prior to the booking and returned on the following Monday.

Should the Hirer fail to return the keys within 48 hours, a fee of may be charged for the replacement of the key and to cover administration time to arrange the replacement and in case not less than \$50.

When hiring a park or reserve requiring a key, a Reserve Key Issue Form outlining the keys required for bookings will be issued to the Hirer prior to the event date. The form must be presented when collecting the keys in order for the keys to be issued.

10. **Liquor**

The consumption, supply or sale of alcohol or liquor in any facility, park or reserve is not permitted.

However at the Chief Executive Officer's discretion, the Town may issue a permit for the consumption, supply or sale of alcohol or liquor in any facility, park or reserve for special events/occasions subject to:-

- (a) An application in writing setting out requisite details of the event at which liquor is to be sold and supplied being first submitted to the Council for approval;
- (b) Appropriate approval being obtained by the applicant from the Department of Racing, Gaming and Liquor;
- (c) The requirements of the Chief Executive Officer or his nominee and the specific conditions of alcohol consumption for the Town's facilities, parks or reserves being met by the applicant;
- (d) The sale, supply and consumption of liquor being conducted in an orderly manner and complying with the requirements of the *Liquor Control Act 1988*;
- (e) All costs associated with the sale of liquor, including any alterations and installation of services and utilities, shall be the responsibility of the licensee; and
- (f) The Chief Executive Officer or his nominee be empowered to investigate claims of anti-social behaviour by the hirer of the Council's parks and reserves and be authorised to withdraw the permission for use of the Council's facilities for a prescribed period.

In the event of any of the abovementioned conditions not being met by a hirer or lessee, future applications for permission to consume liquor will not be granted except at the specific direction of the Council.

11. **Public Health Act and Regulations**

11.1 The sale of food and drink is not permitted without first obtaining written approval from the Town.

11.2 It is the responsibility of the Hirer to ensure that individuals or organisations wishing

to sell/ provide food or drink, goods or services, apply for a Stallholders permit for each stall and pay the appropriate fee (if applicable). This approval is separate to the approval to hire the facility or reserve but must be made in conjunction with the application to hire a reserve a minimum of 14 days prior to the event.

- 11.3 Food trucks and food vendors are not permitted at any reserve or park without first obtaining written approval from the Town.

12. Parking and Access

- 12.1 Subject to the satisfaction of the Town , adequate measures shall be taken by the Hirer in respect to pedestrian and vehicle access/egress onto a park or reserve or into/out of a community facility to ensure the Town's facilities are safeguarded.
- 12.2 The Hirer shall ensure that no vehicles are driven over or left upon a park or reserve at any time without first obtaining written permission from the Town.
- 12.3 Should vehicle access to a reserve be required by the Hirer for the purpose of transporting equipment on and off the reserve it must be requested in writing. Permission may be granted subject to the conditions listed below.

The driver must:

- a) Not exceed a maximum speed limit of 25kph at all times; except when within 30 metres of a person or animal, the speed shall not exceed 10kphr.
 - b) Ensure that the vehicles' rotating warning lights/beacons and hazard lights are operational, switched on and clearly visible; at all times whilst the vehicle is being driven on the reserve.
 - c) Ensure that the vehicle keeps to the perimeter of the oval and not drive across the playing field.
- 12.4 The Hirer shall ensure that all vehicles are parked legally on Town property. Unless approved, parking a vehicle on a reserve is an offence under the Town of Cambridge Parking Facilities Local Law and the Town's Officers may issue infringements to any illegally parked vehicles.
- 12.5 Parking supervision outside the grounds of the facilities will be provided by the Town as part of its ordinary parking operation.
- 12.6 Parking supervision within the grounds or facilities will be the responsibility of the Hirer but such supervision will be provided by the Town at the request of the Hirer and on payment of the costs associated with the service. However, where in the view of the Chief Executive Officer (or his or her nominee) the proposed use of the facility warrants parking supervision by the Town, the Town will undertake the service at the cost of the Hirer.
- 12.7 The Town shall not accept responsibility for any Parking Infringement Notices received by the Hirer or on vehicles associated with the event.

13. Security Control

- 13.1 The Town will be responsible for the overall security of the facility. However, Hirers will be required to ensure that:

- (a) Buildings are secured when not being used;
- (b) Each key allocated to the Hirer will require a bond (as prescribed in the Annual Budget) to be paid to the Town . The bond will be returned when the key is returned to the Town. No 'extra' keys are to be cut by the Hirer for any reason;
- (c) Keys are returned to the Town when not required;
- (d) Gates are locked, if applicable, when facilities are not in use; and
- (e) Hirers are to advise the Town who the responsible representative of the Hirer is for locking the gates. The Hirer must also provide a contact number in case of emergencies.

13.2 If, in the opinion of the Chief Executive Officer, the proposed use of the community facility warrants professional security services, the Hirer must comply with the condition and arrange, entirely at their cost, for appropriate security.

14. Crowd Control

14.1 The Hirer of a park or reserve for a sporting event is expected to carry out adequate crowd control measures to prevent incidents that may interfere with the safety of other people. Matters include:

- (a) No spectators should be allowed onto playing fields whilst sporting activities are taking place;
- (b) No spectators should interfere with adjoining private property e.g. fences;
- (c) There is no unruly or disturbing behaviour amongst the crowd or the competitors;
- (d) No offensive or abusive language is used; and
- (e) No projectiles are thrown onto the playing area or at a member of the crowd.

14.2 Where the hirer engages or arranges any form of security or crowd control these companies and their employees must be licensed by WA Police in accordance with Security & Related Activities (Control) Act 1996 Security and/or Related Activities (Control) Regulations 1997.

14.3 At no time shall the maximum accommodation capacity of a community facility be exceeded.

15. Environmental Protection Act

The Hirer shall ensure that the requirements of the *Environmental Protection Act 1986*, the *Environmental Protection (Noise) Regulations 1997* and relevant Regulations are complied with at all times.

15.1 The use of a Public Address System (PA) is subject to compliance with Environmental Protection (Noise) Regulations 1997. It is the responsibility of the Hirer to ensure that a reasonable limit is set on the control mechanisms (ie by the use of a sound limiter) so as to prevent the creation of excessive sound levels. As a general rule, if a PA system can be heard at the boundary of the nearest residence, it is considered to be too loud and is likely to be in breach of the *Environmental Protection (Noise) Regulations 1997*.

16. Construction Works

The cost incurred in all construction works including supply, erection and removal of barricades and also the need for emergency services are to be met by the Hirer. The Hirer is to arrange for their own electrician and plumber to be on stand-by to attend to any emergency requirements during the course of the hire.

17. Signage and Placement of Advertising Material or Petitions

- 17.1 Temporary signage displayed or erected on local government and public property in the Town of Cambridge, for the purpose of advertising events or local community groups must comply with Council Policy No. 4.47 - *'Signs - Temporary Advertising on Public Property'*.
- 17.2 Petitions requesting public signatures are not permitted to be displayed at any community facility, local government property, local government buildings and public places except those facilities which are leased, and only then with the consent of the lessee;
- 17.3 Council may place surveys and petitions at the Town's facilities provided the information required is for Council purposes only;
- 17.4 Advertising material is not to be displayed at any Town facility, park or reserve, without the prior approval of the Town, if it:
- (a) Relates to the advertising or sale of goods or services, other than goods or services provided by the Council or a Commonwealth/State Government or Instrumentality;
 - (b) Could be construed as being associated with private and/or personal monetary gain.

18. Storage

Where storage space in a facility, park or reserve is available to be used by hirers the following will apply:

- (a) User groups will be allocated a storage space and will be charged according to the size of the area allocated and in accordance with the endorsed fee schedule.
- (b) The security, insurance and responsibility for equipment will be the sole responsibility of the user group.
- (c) A list of the equipment that is stored and a copy of any keys for locks needs to be forwarded to the Town of Cambridge with the annual booking form with any changes to the list being forwarded immediately.
- (d) User groups will only be able to access the equipment stored at such time as they have booked or by prior arrangement with venue administration.
- (e) If a user group wishes to access equipment outside of these times they will be charged for hire at a minimum of 1 hour at the applicable rate.
- (f) If a user group chooses to no longer use the storage facility then it must remove its equipment within one (1) working week of the last day of hire. Any equipment remaining at the Centre after this period of time will be disposed of

or become the property of the Town of Cambridge. Any cost associated with the disposal of equipment will be passed on to the user group.

- (g) The Chief Executive Officer has the right to refuse any application and to withdraw any current storage arrangements, without needing to provide alternate options to the hirer, should it be deemed that the space could be better utilised.

19. Installation of Equipment

If a hirer wishes to affix equipment to a facility the following process must be undertaken:

- (a) The user group must write a proposal to the Chief Executive Officer outlining the equipment to be fixed at the facility.
- (b) The equipment must be fixed in a manner that is satisfactory to a suitably qualified representative of the Town at the hirer's expense and at a time they have booked;
- (c) All necessary standards, requirements and equipment as prescribed by Worksafe must be adhered to at the cost of the hirer;
- (d) The hirer must be covered by all necessary insurance at its own expense, to a level prescribed by Council;
- (e) In the eventuation that the hirer is no longer a user of the facility, the Town must be afforded the first opportunity to purchase the equipment at a depreciated cost;
- (f) If the equipment is removed before or at such time the hirer ceases its use of a facility the hirer at its own expense must pay for all restoration to the facility to the satisfaction of the Chief Executive Officer;
- (g) All necessary maintenance and upgrading of the equipment must be done at the sole cost of the hirer and to a manner which satisfies the Town of Cambridge; and
- (h) The use of the equipment must be available to other users of the facility at the discretion of the Chief Executive Officer.

20. Waste Management

20.1 Parks and Reserves

- (a) The Hirer shall ensure that all litter is removed from the ground at the conclusion of their booking. Any litter left on the premises will be removed by the Town and the Hirer shall be liable for the cost.
- (b) The Hirer shall be responsible for the supply of bins for their events. The permanent bins on the Town's parks and reserves are provided for general public use only. If the bins are used for commercial rubbish, the Hirer will be liable for littering penalties.
- (c) The Hirer is required to arrange additional rubbish services for large events of 500+ participants. Additional rubbish services can be organised through the Town's waste management provider or the Hirer's preferred waste management contractor.

- (d) Additional bins may be delivered to the reserve the night before or on the day of the event, and must be collected on the event day or the next morning.
- (e) The Hirer shall ensure that an adequate number of bins is provided for their event. The number of additional rubbish bins required depends on the number of participants and whether there is food service. It is recommended that:
 - I. Event without food service: 1L of general waste and 1L of recycling per person per day.
 - II. Event with food service: 2L of general waste and 1.75L of recycling per person per day.

20.2 Community Facilities

- (a) All rubbish and litter must be placed in bins provided by the Town (if they are using the Town's waste removal service) or otherwise removed from the site at the end of each hire. The community facility **MUST** be cleaned up after use. If any facilities are left in an untidy condition, the Hirer will be held responsible and all costs incurred in the clean-up will be passed on to the Hirer.
- (b) The allocation of special events bins for rubbish and recycled materials can be arranged with the Town. Additional rubbish services can be organised through the Town's waste management provider or the Hirer's preferred waste management contractor. If the Hirer wishes to organise bins and removal of rubbish themselves, this option must be indicated at time of hiring. Access for non-Town vehicles is not automatically given to Hirers who opt to move their own rubbish offsite.

21. **Structural Certification for Marquees Greater than 3m x3m**

- 21.1 The Hirer shall notify the Town of any intent to install temporary structures larger than 3m x 3m.
- 21.2 The Town shall supply the Hirer with the appropriate structural certification forms which must be signed on the day of the event (and before the commencement of the event) by a person competent to certify the structural safety of the marquee.
- 21.3 It is the Hirer's responsibility to ensure that the form is completed and signed by the installer on the day and submitted to the Town as soon as possible after the event has finished.

22. **Electrical Compliance**

- 22.1 The Hirer shall notify the Town should they intend on having any temporary electrical installations. All electrical installations must comply with the Supply Authority or Office of Energy requirements, Australian Standard AS/NZS 3000, AS/NZS 3002 as well as any special requirements of the Health (Public Buildings) Regulations 1992.
- 22.2 The Town shall supply the Hirer with the appropriate forms to be signed on the day of the event (and before the commencement of the event) by a licensed electrical contractor. The Hirer is responsible for being in possession of these forms during the event and for sending them to the Town as soon as possible after the event has finished.

22.3 The Hirer shall ensure that all portable electrical equipment, plugs, sockets and leads has been tested and certified (every 12 months) in accordance to Australian Standard AS 3760.

23. Residential Amenity

23.1 The quiet enjoyment of property owners adjoining community facilities, parks or reserves is not to be disturbed by excessive noise, offensive language, bad behaviour and/or any other activity likely to cause disturbance.

23.2 With respect to parks or reserves hired for sporting events, all reasonable attempts are to be made to ensure that struck, kicked or thrown balls do not leave the reserve, either into private property or onto adjacent roads.

23.3 To maintain the amenity of residents in adjoining properties, the following usage times will apply to any park or reserve hired for a sporting event:

- (a) Hirers may only use the field during the allocated hours of use;
- (b) No activity is to commence prior to 7.00am on any day. Low noise activity, such as field set up may commence at 6.00am, only after prior approval by the Town ;
- (c) No competitive sport is to commence prior to 8.00am on any day; and
- (d) No field activity is to occur after 10.00pm on any day.

23.4 The Town may convene a meeting with a Hirer should the proposed use be of a considerable size or, in the opinion of the Chief Executive Officer, have the potential to have significant impact on surrounding community, residents or businesses.

24. Filming and Unmanned Aerial Vehicles - UAV (Drones)

Filming and the use of an unmanned aerial vehicle- commonly referred to as a drones at a community facility, reserve or park may be permitted on condition that the relevant booking Application Form is submitted and the hire fee paid, inclusive of additional fees that may be required or refundable bond.

In addition, a Filming or UAV (Drone) Permit is required from the Town and there may be further conditions of use imposed at the time the permit is issued.

25. Weddings

Wedding ceremonies and receptions are permitted in community facilities within the Town of Cambridge on submission of a booking Application Form and payment for hire of the facility as outlined in the Town's schedule of fees and charges and any additional permits and a refundable bond if required.

Wedding ceremonies **only** are permitted on parks and reserves within the Town of Cambridge on submission of a booking Application Form and payment of the prescribed fees, charges and bond (if applicable) as outlined in the Town's schedule of fees and charges.

26. Use of Sporting Grounds/Reserves by Local Schools

The following schools will be permitted to use the Town's sporting grounds/reserves, subject to the below mentioned conditions, free of charge:-

City Beach Primary School & Kindergarten	Newman Junior College Floreat
Wembley Primary School & Kindergarten	Speech and Hearing Centre
Floreat Park Primary School & Kindergarten	Bold Park Community School
Kapinara Primary School & Kindergarten	International School of WA (whilst still based at the City Beach site)
Lake Monger Primary School & Kindergarten	Holy Spirit Catholic Primary School
West Leederville Primary School & Kindergarten	SEDA - classes based in the Town of Cambridge at the Wembley Athletic Club, State Netball Centre and Perth Netball Association.

The conditions are as follows:-

- (a) Contact the Town requesting hire of the reserve and complete the appropriate application form.
- (b) Activity is part of the educational curriculum of the school.
- (c) Compliance with the Town's Conditions of Reserve Hire.
- (d) A reserves bond (determined at the time of application according to the Miscellaneous Fees and Charges Schedule) may be charged.
- (e) If the hire is for an interschool carnival, that involves 50% or more of the abovementioned schools, no fees will be applicable.
- (f) Should the Town receive a request for the reserve for the same day and time from a paying hirer, then the Town reserves the right to consider the paying booking over the schools booking. In this event the school will be contacted to reschedule.
- (g) Ground markings are to be with Town approved substances only.
- (h) Failure to comply with any of the above clauses will result in the Town reassessing the individual schools future use of the reserve.

27. Conduct of Commercial Group Fitness Classes On Reserves

- 27.1 A Commercial Group Fitness Class is an organised group of 3 or more people who participate in a paid range of exercises run by a qualified trainer. Group Fitness Classes are permitted to take place on reserves, parks and reserves where public access is permitted. Trainers are not to utilise playgrounds, City Beach Amphitheater (exception - City of Perth Surf Lifesaving Club), skate parks or any other space where specific permission is required to conduct their classes.
- 27.2 Group Fitness Classes are to operate between 6.00am (start no earlier than 6.00am) and 9.00pm (finish no later than 9.00pm) and classes cannot exceed a total of 12 hrs per week at a maximum of 3 reserves.
- 27.3 Trainers need to be registered with a recognized Health and Fitness Industry Association eg. Fitness Australia, as an Exercise Professional (Personal Trainer specialisation) or Business Member and provide a copy of their Public Liability Insurance certificate of currency in accordance with Policy 2.1.24 - Public Liability Insurance Requirements.

27.4 General Conditions

- (a) Classes cannot exceed more than 25 people.
- (b) Fitness groups are to share spaces with other users and minimise disruption to residents.
- (c) Trainers are to ensure that Town of Cambridge "Approved Group Fitness" sign is displayed at all times when operating and is to keep the licence with them at all times, as an Officer of the Town may require proof of the booking.
- (d) The number of Commercial Group Fitness Licences allocated to any one park/reserve is limited to five. Once this allocation has been reached no other Licences will be issued for the reserve in question.
- (e) Amplified music and equipment causing excessive noise is not permitted at Group Fitness Classes.
- (f) Group Fitness Classes are not to restrict pedestrian access on footpaths or other thoroughfares.
- (g) Equipment used in the conduct of Group Fitness Classes must be approved by the Town prior to bringing on to the reserve.

28. Equipment, Goal Posts, Moveable Goals and Line Marking

28.1 Moveable Goals (Football/Soccer)

When installing moveable football/soccer goals the following four steps are to be undertaken:

- (a) Check it – ensure all goals are in good condition and constructed according to Australian Standards;
- (b) Secure it – generally it takes 200kg to anchor moveable football/soccer goals, with weight distributed evenly on the ground bar and both side bars. This equates to using ten (10) hooked pegs or twelve (12) sandbags. Goals can also be secured by inserting the frame into a ground sleeve, which is the Town's preferred approach;
- (c) Test it – before use, adult club officials should test all moveable football/soccer goals to make sure they are stable. If you are unsure of goals do not use them until they are checked professionally; and
- (d) Respect it – never allow anyone, adult or child, to swim or climb on the netting or goal framework.

28.2 Ground Markings

- (a) Ground markings are the responsibility of the Hirer.
- (b) Ground markings should not interfere with the resident sporting club's regular ongoing use of the reserve. Any ground marking must be done in consultation with the resident club for the summer/winter season.
- (c) Only approved marking materials are to be used on the Town's Parks and Reserves. Approved marking materials are Whiting and Acrylic paint (full strength or Diluted). It is recommended that white Acrylic paint be used for crease markings on synthetic turf wickets. The use of Roundup/Glyphosate

Herbicide, Creosote, diesel, Lime or any other substance that damages turf grass is not permissible for line marking on any of the Town of Cambridge Parks and Reserves.

- (d) It is the responsibility of the Hirer to check the mowing schedule of the Park/Reserve prior to the marking of the ground. Any enquiries concerning ground markings should be referred to the Parks Crew Leader for the reserve.

29. Lighting of Parks and Reserves

External lighting may be installed at Council facilities in accordance with the following principles:

- (a) The organisation leasing the facility will be required to demonstrate that the lighting of the facility will result in a substantial increase in the use of the facility.
- (b) Any request for assistance with the cost of installing additional lights will be considered in accordance with Council policy on Financial Assistance for Facilities (Refer Policy No. 2.1.15)
- (c) Any external lighting installed at a Council facility will meet Australian Standards in relation to the acceptable level of spill and the appropriate Lux standards for the particular sport.
- (d) Any external lighting installed at a Council facility will be turned off by 10.30pm.
- (e) Consultation with the local community will be undertaken prior to any development.
- (f) Where lighting is located within a leased area, all operating costs relating to the lighting, including electricity and maintenance will be borne by the Lessee. Appropriate clauses will be entered into the lease to ensure that this responsibility is clear.
- (g) Where lighting is located on Council facilities which are not leased and where usage is managed by the Town, all operating costs relating to the lighting, including electricity and maintenance, will be borne by the Town and recouped through user fees. A 10% discount off the standard oval lighting fee applies to all local not-for-profit organisations that have not contributed to the lighting infrastructure; and a 50% discount applies to all local not-for-profit organisations that have contributed funds to lighting infrastructure.

29.1 Lighting of Parks and Reserves will be implemented in accordance with the following guidelines:

- (a) All expressions of interest for additional lighting will be discussed with an Officer of the Town.
- (b) After the discussion with a Town Officer applications for lighting will be in writing.
- (c) Each application will include a plan from an appropriately qualified electrical contractor and will show:

- The location of the lights.
 - The area that will be lit.
 - The area that will be affected by any spill from the lights.
 - An indication of approval of the arrangements from Western Power.
 - The cost of the installation including the cost of installing an appropriate power meter.
 - Lux readings.
- (d) Consultation with nearby residents will be required by the applicant in liaison with the Town. Council will ensure that the installation can occur and operate in accordance with all other current Council policies through an inspection of the site and examination of the plan by an appropriately qualified Council officer.
- (e) All operating, maintenance, insurance and other costs will be borne by the applicant organisation.

29.2 Temporary or portable lights may be permitted on the Town's reserves subject to an application in writing and compliance with Australian Standards on lighting and the Town's approval. All costs will be the Hirer's responsibility.

30. Maintenance and Improvements

30.1 Improvements

- (a) Requests for upgrades and improvements for facilities, parks and reserves (outside of a leased area) (e.g. storage facilities, practice facilities), are welcomed and should be forwarded to the Town in writing.
- (b) If a Seasonal Hirer wishes to lodge a grant application or development application etc for improvements to the Town's facilities they should, in the first instance, refer their ideas and/or requests to the Town. All additions and alterations e.g. to practice sports facilities, must have the prior consent of the Town and, where required, a formal Development Application must be submitted.
- (c) All improvements must be built under the Town's supervision, to the Australian Standards, the Building Code of Australia and to the Town's satisfaction. All tradespeople working on the approved additions or alterations must be qualified and suitably insured, if the Hirers intent is to carry out improvements using volunteer labour or manage the project themselves. The trades' licence number and details of their insurance cover (Public Liability and Worker's Compensation) must be supplied to the Town prior to work being approved.
- (d) All improvements to facilities become the property of the Town and cannot be removed, except with the prior approval of the Town.
- (e) Where illegal work is found, it will be removed or repaired by the Town at the Hirers cost.
- (f) The investment of time and/or money into facility improvement, e.g. to practice sports facilities, on the Town's property by a Hirer, does not give the Hirer exclusive use or ownership of the facility. All facilities are for community use.

30.2 Park, Reserve and Building Maintenance

- (a) The Town is responsible for the maintenance of parks, reserves and Town managed facilities. However, where the facility is let to a Hirer, the Hirer will be responsible for costs or repair of any breakages that arise out of the Hirer's use.
- (b) Hirers are to ensure the park, reserve or facility is maintained in a clean and tidy condition at all times.

30.3 Public Toilets

The maintenance and cleaning of those public toilets located within parks and reserves, which are available for use by the general public, is the responsibility of the Town. Such work will be carried out in accordance with the predetermined maintenance schedule.

In the event that high usage is anticipated by a Hirer, fees may apply for additional cleaning.

30.4 Damage

- (a) All damage to Town property, either deliberate or accidental, should be reported to the Town as soon as possible, outlining full details of the incident.
- (b) The Hirer will be held liable for the full cost of repair or replacement of the damaged facilities if it is found that the Hirer kept any money, valuables or portable items on site which, as the result of investigation, is found to have been the cause of damage to the premises by thieves or vandals.
- (c) A Hirer that is found to cause damage to a facility either through misuse or allowing misuse of the facility or equipment will have a penalty imposed, at the discretion of the Town. The penalty may be a monetary penalty or loss of current and/or subsequent facility allocation(s).
- (d) Where a penalty is imposed it must be paid by way of an increased hire charge for that season. Failure to pay any such penalty will lead to the Hirer forfeiting its hire rights to all Town controlled facilities.

31. Health and Safety

It is the responsibility of the hirer to ensure the health and safety of their group whilst hiring the Town's community facility, park or reserve.

32. Closing of Grounds

During periods of heavy rain or other adverse weather conditions, the Town's Officers will inspect all sporting grounds in order to determine whether or not they should be closed. The decision to close sporting grounds is based on a number of factors including:

- (a) The type of sport to be played and the potential for damage to the playing surface, for example cricket/baseball compared to soccer/football;
- (b) The weather forecast from the Bureau of Meteorology;
- (c) The potential for injury to users;
- (d) The condition of the ground/turf at the time of inspection, its drainage characteristics and its ability to recover from damage;

- (e) The length of the grass and whether or not it can be cut by heavy equipment; and
- (f) Grounds may be closed at short notice, if weather conditions dictate such action.

Clubs or umpires/referees may choose to close specific grounds to prevent damage to the playing surface or injuries to players. If this occurs, club representatives should contact affected visiting clubs and teams.

Hirers DO NOT have the right to approve the use of the grounds contrary to an instruction by the Town's Authorised Person to close a Facility.

Any hirer using grounds whilst closed will be liable for the full cost of repairs and may forfeit their current and future hiring rights.

Attachment 2

GUIDELINES AND POLICY PROCEDURE FOR PARKS,RESERVES,SPORTSGROUNDS, TOWN MANAGED CHANGE ROOMS AND TOWN MANAGED FLOODLIGHTS

CONDITIONS OF HIRE AND USE FOR SEASONAL HIRE

1. Seasonal Hire

Allocation of parks, reserves, sportsgrounds, Town managed change rooms and Town managed floodlighting to Seasonal Hirers.

1.1 The Town's sportsgrounds will be available during the following periods for seasonal hire:

Winter sports:

- Training - First Monday in April to the last Friday in September inclusive.
- Competition - First Saturday in April to the last Sunday in September inclusive.

Summer sports:

- Training: First Monday in October to the last Friday in April inclusive.
- Competition - First Saturday in October to the last Sunday in April inclusive.

Pre-season training for sportsground booking requests for both seasons will be considered based on availability.

1.2 When assessing applications for seasonal hire, the following factors shall be taken into account:

- (a) Resident membership of club/organisation;
- (b) Participation trends;
- (c) The sustainability of the club/organisation;
- (d) Prior history of association with the Town of Cambridge;
- (e) Capacity of facility to cater for participant numbers;
- (f) Suitability of the facility for the proposed hire.

1.3 The Hirer or organised club who has obtained permission shall practice or play any game only in the times and upon such portions of the parks or public reserves as specified in their approval.

1.4 Priority usage for sports team bookings will be given to seasonal reserve hirers.

1.5 The granting of seasonal use rights shall be at the Town's sole discretion.

1.6 Approved seasonal hirers will also adhere to the following sections of the Guidelines and Policy Procedures for Community Facilities, parks and reserve conditions of hire and use - All hirers.

Condition number	Condition
2	Area of Application
6	Insurance and Indemnification
7	Application Forms, Hire Conditions and Double Bookings
8	Fees and Payment
9	Bonds and Keys
10	Liquor
11	Health Act and Regulations
12	Parking and Access
14	Crowd Control
15	Environmental Protection Act
17	Signage and Placement of Advertising Material or Petitions
18	Storage
19	Installation of Equipment
20	Waste Management
21	Structural Certification for Marquees Greater than 3m x3m
22	Electrical Compliance
23	Residential Amenity
24	Filming and Remotely Piloted Aircraft (Drones)
28	Equipment, Goal Posts, Moveable Goals and Line Marking
29	Lighting of Parks and Reserves
30	Maintenance and Improvements
32	Closing of Grounds

- 1.7 The public shall have free access to the park or reserve on which the hired sportsground is located, other than access to the sportsground itself when it is being used by the Hirer during such times as have been specified in the Town's approval for the seasonal hire.
- 1.8 The following procedures shall be followed for the allocation of sportsground for seasonal hire. Hirers may seek allocation of facilities subject to the following conditions:
- a) All fees are charged on a seasonal basis in line with the annual Schedule of Fees and Charges. Invoices are to be paid in full in line with the terms of payment prescribed by the Town. Failure to comply with these conditions may lead to the loss of facilities, field(s) or open space allocations for current and future bookings;
 - b) Hirers shall be liable for payment for all facilities allocated to them, unless the Town is notified to the contrary, in writing, within 21 days from the date of notification of allocations;
 - c) Preference will be given to local clubs that have a majority of their members living within the Town of Cambridge area. Associations may cover the Cambridge area wholly or partially;
 - d) New clubs applying for allocation must provide details of their membership, club history and proposed future use of community facilities, parks and reserves. Such clubs may have special conditions attached to their allocation and must pay charges in full prior to use of any allocation;
 - e) Where the Town rejects an application, the Hirer shall be notified in writing as to

the reasons why their application was rejected;

f) Hirers shall only use the facilities for the agreed use, on the agreed dates and at the agreed times. Failure to comply with these conditions may lead to the loss of facilities, field(s) or open space allocations for current and future bookings; and

g) Clubs are to provide their match draws prior to the start of the season and these are to be submitted to the Town. However, the Town recognises that the needs of the community and the types of sports played (and their requirements) can change over time and the Town will endeavour to accommodate users and non-traditional users wherever possible.

1.9 Sub-Letting

No Hirer shall sub-let a park, reserve or Town managed facility to any third party without the prior approval of the Town. Other Hirers will be required to fill out the necessary forms and pay the Town the required fees for the use of the facility. This clause includes sub-letting fields for state matches, international matches, demonstration or social games. A separate casual booking and payment of fees will need to be completed and approved by the Town.

No use of the park, reserve or Town managed facility is allowed outside the times allocated by the Town (and the Hirer) on the Booking Confirmation Form. The Town retains the right to hire facilities outside of the times and day, allocated to the Seasonal Hirer.

1.10 Block Booking Fields

Unless a Hirer can demonstrate a need for the actual use of the field, the block booking for all available sessions for a field will not be accepted.

1.11 Allocation Conflicts

Where more than one Hirer applies for the use of a facility, and there is a conflict in the requested days and/or times, the Town will resolve the conflict as follows:

- (a) Preference will be given to the user that has traditionally had the facility at the disputed time/day;
- (b) Where there is an ongoing issue, a meeting will be facilitated between the affected Hirers to determine if a solution is possible; and
- (c) If no solution can be facilitated between the parties, the Town will make the final decision and no other correspondence will be entered into the matter.

1.12 Casual Bookings

- (a) Applications may be submitted for the casual hire of park, reserves and Town managed facilities.
- (b) Casual bookings can be made with the Town and may be granted, subject to availability.

2. **Other Activities**

- 2.1 A number of other activities are carried out within the Town's facilities, parks and reserves, including cultural festivals, special corporate events, filming, wedding

photography and/or ceremonies, community and Town activities. It is intended that these users be included in the hiring arrangements.

2.2 These "Other Activities" may necessitate the reallocation of Seasonal Hirers and the Town will endeavour to:

- a) Limit this occurrence; and
- b) Advise the Seasonal Hirer at the beginning of the season when these required events are scheduled to occur.