

Conditions of Hire

Please read these 'Conditions of Hire' carefully prior to completing your Facility/Reserve Application Form. Applicants are to retain the Conditions of Hire. The application form is to be sent to the Shire of Murray.

Bookings							
1	All Bookings are subject to the Hirer being responsible for the compliance with legislative requirements including Council Policies, Local Laws and Regulations.						
2	In the event of two or more applications being received for the hire of facilities/reserves at the same time and date, a determination will be made of which hirer is successful, and the two groups concerned will be notified.						
3	Subject to written notice of cancellation being received: <table border="1"> <tr> <td>a.</td> <td>Seven days or more prior to the booking, full refund of hire fees will be made.</td> </tr> <tr> <td>b.</td> <td>Not less than two or more than seven days prior to the booking, half refund will be made.</td> </tr> <tr> <td>c.</td> <td>Less than two days prior to the booking, no refund will be made.</td> </tr> </table>	a.	Seven days or more prior to the booking, full refund of hire fees will be made.	b.	Not less than two or more than seven days prior to the booking, half refund will be made.	c.	Less than two days prior to the booking, no refund will be made.
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c.	Less than two days prior to the booking, no refund will be made.						
4	The Hirer is required to be at least 18 years of age. Council reserves the right to refuse any booking if it considered that such booking is not in the best interest of the preservation of the Councils Facilities.						
5	Fees will be set by Council and are subject to change without notice. Payment of bond, to cover cleaning/damage/additional usage and hire fee, is required prior to use of the facility and/or reserve. No booking is confirmed until payment of the bond and hire fee are paid in full.						
6	Arrangements for the refund of the bond will be made on receipt of advice from the cleaning supervisor. Additional Cost may be charged to the hirer if any of the terms and conditions are breached.						
7	When keys are collected from the Administration Office you will need to pay a \$25 per key bond.						
8	Council requires that all sporting associations and incorporated bodies provide Council with a copy of their insurance Certificate of Currency for Public Liability Insurance to \$10,000,000 (ten million dollars). A copy should be forwarded to the Council with the booking forms						
9	Any faults or damage to the facility/reserve and/or equipment is to be reported to Council's Administration Department (on 9531 7777 Monday – Friday, 8.30am-4.30pm) prior to or after use. Please note that the hirer is responsible for any reinstatement or repair cost as a result of their usage.						
General							
10	Should a Shire of Murray Ranger be called out as a result of the Hirer's non-compliance with any condition of hire, a call-out fee will be deducted from the bond. The Ranger shall have authority to terminate the hire arrangement forthwith in the event of non-compliance if in the Rangers reasonable opinion it is likely to continue.						
11	Function must conclude within hours of hire, this includes set up and clean up.						
12	The reserve/facility is to be left in a clean and tidy manner. Please ensure all rubbish and waste is removed from the site.						
13	The Council shall reserve the right to temporarily close the reserve/facility for any reason such as emergency repairs or if the facility/reserve is required for an official function approved by Council.						
14	Hirer is responsible for keeping facilities, including sports fields, change rooms, store rooms, kiosk etc allocated to them in a clean and tidy condition.						
15	Smoking is prohibited in enclosed spaces (including tents/marquees), in accordance with the Tobacco Productions control Regulations 2006.						
16	All extension cords/cables are to be tagged and either buried/covered or suspended to restrict access in public areas.						
17	Electrical distribution power boards are to be protected by (RCD's) residual current devices.						
18	In accordance with the Environment Protection (Noise) Regulations 1997, noise must be kept to a minimum between 10pm and 7am.						
19	All live, recorded or amplified music or entertainment must not proceed past midnight. (Unless prior approval in writing has been obtained from the Chief Executive Officer, Shire of Murray).						
20	If your event will affect nearby residents (noise, traffic, parking) the Hirer is required to notify affected residents.						
21	If alcohol is being consumed at the function, the Hirer MUST obtain a permit from Council. If the Hirer is selling alcohol at the event they must obtain the relevant licenses from the Department of Racing Gaming and Liquor. (www.rgl.wa.gov.au or Ph. 9425 1888).						
22	Permits are required for the preparation, handling, storage and cooking of food and beverages intended for sale. Applications to operate a temporary food stall need to be completed and approved prior to the event. (eg temporary food stalls, food vans or trailers). You must attach your Certificate of Food Act Registration.						

23	Hirers are obliged to take all practical measures to ensure disability access to events.
24	Activities involving the use of naked flames are not permitted, unless approved under the special conditions. Fire control equipment, such as fire extinguishers, must be provided.
25	Any dangerous goods or chemicals used at the event must be stored safely and comply with the requirements of the Department of Industry and Resources.

Reserves	
26	No pointed objects of any type are to be driven into the surface of any sport ground/reserve. Alternative anchorage methods for stabilising temporary structures are to be used.
27	Sprinklers or underground services to ovals/reserves are not to be removed or damaged.
28	No vehicle access or parking on reserves is permitted. (Unless otherwise approved by the Council prior to your event).
29	Hirer is responsible for the line marking of the sports grounds. Water based PVA paint should be used for all ground marking. No lime, creosote, kerosene or herbicides such as roundup (Glyphosate) are to be used for reserve marking.
30	All use of grounds/reserves, change rooms, and floodlighting shall cease by 10pm, unless otherwise determined by Council.
31	The Hirer shall be responsible for the provision, placement, use, removal and storage of portable goals or structures. All portable/temporary structures are to be approved by Council
Facilities	
32	Hirer shall not invite more guests than specified at the time of booking facility. Health Act of 1911-178(1) states that facility capacity maximum persons as indicated must not be exceeded.
33	Extreme care must be taken when transporting and positioning tables and chairs in order that such equipment does not damage the floor or walls.
34	The Driving of tacks, nails, screws or affixing of adhesive materials etc into or on any of the woodwork or walls or any part of the buildings, equipment or fixtures, is not permitted.

Special Event	
35	If your event offers rides or other entertainment activities that may affect the safety of participants or spectators, operators are required to have Public Liability Insurance to \$10,000,000 (ten million dollars) and a current safety certificate for all rides. Council will require copies of these with your booking forms.
36	Adequate rubbish disposal (e.g. lined waste bins) where necessary, is to be provided. Ongoing cleaning and hygiene measures must be put in place for the event (e.g., cleaning dining tables, toilets, emptying bins)
37	Engineering certificates of structural compliance and safety certification will be required for any temporary structures such as Marquees, Tents, Stage, Stalls, Amusement Rides, Spectator Stands, Fencing, Extra Lighting, Advertising banners.
38	Any electrical work that is carried out for the proposed event/activity is required to be undertaken by a qualified electrician and a Certificate of Electrical Compliance is to be completed, signed and returned to the Shire of Murray.
39	Final Approval of the Event is subject to the organiser/hirer meeting any conditions from the Police Department and Main Roads Department wherever applicable.
40	Functions that are determined to be high risk require licensed Crowd Controllers and notification to the local police. Crowd Controllers, licensed under the <i>Securities and Related Activities (Control) Act 1996</i> are to be employed at a ratio of two (2) crowd controllers for the first 100 patrons, and then one crowd controller for each additional 100 patrons or part thereof.
41	All events that are determined to be 'high risk' by the Council will incur a 'high risk' bond.