

TERMS AND CONDITIONS OF USE FOR PUBLIC OPEN SPACE

1. Application

- a. An application shall be submitted to the Town of Mosman Park for hire of public open space for the following activities:
 - a. Parties/functions over 30 people;
 - b. Events that involve farm animals;
 - c. Weddings;
 - d. School functions/events (e.g. school athletics carnivals);
 - e. Corporate functions;
 - f. Commercial events;
 - g. Non-commercial events;
 - h. Group or club sporting activities; and
 - i. Use of Town buildings
- b. The number of persons attending the booking shall not exceed the number specified on the booking form.
- c. At least half of any reserve booked must remain available for use by the general public. Barbecues and any other council infrastructure must remain accessible to other park or reserve users. Exclusive use of a reserve will be approved on a case-by-case basis. Hirers are only to occupy the designated area approved by the Town.
- d. Please note: Every endeavour will be made to ensure private events are sufficiently accommodated and monitored for the duration of the booking. Applicants should be aware however that reserves are open to the public, and therefore the Town is not always able to prevent other groups or persons from gathering at the same location.
- e. If approval is granted, the applicant will be required to comply with all conditions outlined in the approval.
- f. The applicant is solely responsible for the conduct of all guests or any person associated with their event for the duration of the hiring period.
- g. Reserves are available for hire every day between the hours of 7am and 9pm. The hiring of reserves outside these hours may be negotiated at the discretion of the Town. Note: Not all reserves contain lighting.
- h. The hirer is not to engage in activities which may cause damage to the reserve surface, other infrastructure or equipment at the facility.
- i. The hirer is responsible for leaving the reserve in a clean and tidy state, and shall immediately remove all rubbish or waste matter following the event.
- j. The throwing of confetti, rice or similar is not permitted during the booking.
- k. The construction of tents, marquees or structures must be weighted to the ground, staking is not permitted.
- l. Any cost incurred by the Town to clean or repair the reserve or surrounding areas as a result of the booking will be recoverable from the hirer. This will be charged on a cost recovery basis.

- m. No guarantee can be given in relation to the condition of equipment or appearance of public reserves at the time of usage.
- n. Parking at the venue is permitted in marked bays only. Vehicles must not park on the reserve without prior written approval from the Town and must comply with signs displayed in the area.
- o. The applicant must take full responsibility to ensure that all Terms and Conditions of Use are followed from the onset of the booking to its completion.

2. Fees and charges

- a. The fees for the hire of reserves, including application fees, hourly or daily hire charges and refundable bonds shall be at the rates as fixed by the Town in the Fees and Charges Schedule. This schedule of Fees and Charges is subject to regular review and may change without notice. Additional fees may be charged for event applications.

3. Bonds

- a. Bonds must be paid at least one week prior to the event.
- b. The bond will be refunded in full within twenty (20) working days upon receipt of the relevant bond refund form, provided there is no damage or additional cleaning required, or any significant breach of the conditions of hire having been made.

4. Booking Confirmation

- a. No booking will be confirmed until the completed application form and required documents have been returned to and assessed by the Town of Mosman Park. These will be assessed with other applications as per the Hire of Facilities and Public Open Space Policy. If the booking is accepted, the Town of Mosman Park will issue a confirmation letter to the Hirer. Any alterations or cancellations will be charged as per the Terms and Conditions. The Town reserves the right to refuse to hire a reserve, without providing reason for such refusal.

5. Insurance and indemnification

- a. All public events require public liability insurance to the value of \$10 million.
- b. The Hirer conducts a private event at their own risk and must indemnify the Town against all claims resulting from any damage, theft, death or injury in connection with their event, except in the event that damage, death or injury are due to any negligent act or omission by the Town.
- c. It is strongly recommended that Hirer's conducting private events have sufficient public liability insurance in place prior to the commencement of the hire period.

- d. It is the responsibility of the Hirer to ensure that all suppliers of amusement rides or any other form of entertainment have adequate public liability insurance.
- e. Copies of public liability insurance must be forwarded to the Town.

6. Cancellation of Booking

- a. Cancellation of bookings must be submitted in writing. Cancellations made at least fourteen (14) days prior to the booking date will be charged 25% of the total hire fee. Bookings cancelled within fourteen (14) days will be charged the full hire fee.
- b. For regular Hirers, if one-off cancellations are made to a booking at least fourteen (14) days prior to the booking date, no charges will apply. If cancellations or changes are made within fourteen (14) days of the booking date, the Hirer will be charged the full hire fee of their original booking.

7. Right to suspend activities

- a. The Town retains the right to suspend activities or withdraw a booking if the Hirer is found to be in breach of associated approval conditions or where they have failed to remedy any breach after being requested to do so by the Town.
- b. The Town may, at any time, cancel any agreement for hire of a reserve.

8. Access

- a. Strictly no vehicle access is permitted on reserves without prior approval.
- b. The hirer must take full and total responsibility for any keys issued to them and agree not to loan keys to any other club, organisation or person, for any purpose.
- c. The hirer is responsible for immediately notifying the Town of Mosman Park for any loss of keys, and agrees to pay market price for the replacement of any keys.
- d. The hirer must return the issued keys to the Town of Mosman Park on the first working day after the completion of the booking.

9. Liquor Licence Requirement

- a. No liquor as defined in the Liquor Control Act 1988 shall be brought onto, or consumed on any portion of a reserve without approval from the Town of Mosman Park or an 'Occasional Liquor Licence' from the Department of Local Government, Sport and Cultural Industries.
- b. A copy of the Liquor Licence must be supplied to the Town prior to the booked date. All Liquor Licences and approvals must be available for inspection during the event if requested.

10. Health requirements

- a. The applicant shall comply with the provisions of the Health (Miscellaneous Provisions) Act 1911. If necessary actions have not been taken to comply with statutory requirements, the Town may prevent the continuing use of the reserve at any time.
- b. If food, beverages or other consumables are to be sold, a Notification of a Temporary Food Premises must be completed.
- c. The applicant may be required to provide additional toilets or bins, if the existing facilities are not sufficient for the nature of the booking.
- d. Any temporary structures (e.g. marquees, stages etc.) that are more than 9m² must have approval prior to use.
- e. Smoking is not permitted within 10 metres of any playground or area where children are likely to be present.
- f. Applicants are required to ensure that adequate medical and first aid equipment is available for the duration of the hire period.
- g. Applicants wishing to have a petting zoo or any type of animal for their event must seek approval from the Town before proceeding with any associated arrangements.

11. Residential amenity

- a. All events must comply with the *Environmental Protection (Noise) Regulations 1997*. Full details on these regulations and recent amendments are listed on the Department of Water and Environment Regulation website at <https://www.der.wa.gov.au>.
- b. Authorised representatives of the Town may at any time access the reserve and may take action should the noise impacts be considered excessive.
- c. Residents adjoining public reserves are not to be subjected to excessive noise, offensive language, anti-social behaviour or any other activity likely to cause disturbance, as a result of the event.
- d. With respect to 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.