



1. Intention

To provide clear and equitable guidance for the use and management of Council-owned facilities, reserves, and equipment by community groups, organisations, and the general public. This policy aims to ensure fair, transparent, and consistent access to Council facilities while supporting responsible stewardship and community benefit. This policy should be considered in conjunction with any formal leasing arrangements that may exist.

2. Scope

This policy applies throughout the district.

3. Statement

3.1 Conditions

- a. Any individual, group, organisation or association seeking to hire a Council facility, reserve, or equipment must submit a completed application using the prescribed form, clearly stating the intended purpose of use.
- b. Charges for the hire of facilities, reserves or any property or equipment therein shall be determined from time to time by the Shire. The current fees will be published in the Shire of Waroona Fees and Charges schedule produced as part of the annual budget;
- c. The Shire reserves the right to impose any terms or conditions on any hire, either generally or on a case-by case basis, to ensure the safe, fair and effective use of Council property.
- d. To confirm a booking, a non-refundable deposit, equal to 50% of the hire fee is required. The remaining balance, along with any applicable bond or security deposit, must be paid in full no later than 14 days prior to the event.
- e. If the booking is cancelled with less than 14 days' notice, the deposit (equal to 50% of the hire fee) may be forfeited unless the hired property can be re-booked for the same date. In such cases, the deposit may be refunded at the Shire's discretion.
- f. As a condition of hire, the hirer will be required to pay an applicable bond or security deposit as detailed in the Shire of Waroona Fees and Charges schedule, to cover potential damage or loss. The bond may be partially or fully withheld to cover repair or replacement costs. Any remaining amount will be returned to the hirer. This bond does not limit the hirer's liability for any damages exceeding the bond amount.
- g. The hirer is responsible for ensuring:
 - i. Orderly conduct and respectful behaviour is maintained at all times;

- ii. The premises and equipment are left clean and tidy by 10am the day after the booking;
 - iii. Any damage or defacement is reported promptly to the Shire;
 - iv. No items including any plant, furniture or fittings are removed without written permission from the Shire;
 - v. No decorations, either external or internal, are installed or fixtures altered (including the placement of any nails, screws or tape) without prior written approval. All items must be removed by 10am the next day. ; and
 - vi. Smoking is strictly prohibited in all Council facilities.
- h. The Shire reserves the right to decline any application for hire at its discretion. While reasons are not required to be disclosed, decisions will be made in alignment with Council policies and community values.
- i. Where multiple applications are received for the same facility, equipment, date, and time, the Shire will assess each based on the order of application, the nature of use, and alignment with community benefit and values.
- j. The Shire accepts no responsibility for any items lost, stolen, or damaged during the hire period. Hirers are encouraged to ensure their own insurance coverage for personal or group property.

3.2 Exemptions and Variations

- a. Waroona Football & Netball Club will be granted exclusive priority booking rights for the Waroona Showgrounds and associated Council facilities during the three weekends of their finals season (excluding the grand final weekend), which typically fall on the last weekend of August and first two weekends in September. No other bookings will be accepted for these dates unless:
- The Waroona Football & Netball Club have advised the Shire that it does not require use of the facilities; or
 - The Waroona Football & Netball Club has agreed in writing to a shared use arrangement with another hirer.

3.3 Grievances and Appeals

- a. A person who has been refused use of a facility or reserve or has been requested to leave or vacate the facility or reserve may, in addition to any other rights, present a written appeal to the Shire, against the action.
- b. The Shire shall consider the appeal and give such direction in matters as it thinks fit.
- c. The right of appeal given by this policy, does not imply any right of action for damages, or other remedy against the Shire arising out of any refusal of use, direction to leave or vacate any premises or any action.

4. Legislative and Strategic Context

The *Local Government Act 1995* and the associated subsidiary legislation provide the broad framework within which this policy operates.

5. Review

This policy is to be reviewed triennially.

6. Associated Documents

Nil.

7. Document Control

Division	Community		
Policy Number	CP009		
Contact Officer	Chief Executive Officer		
Related Legislation	Nil.		
Related Shire Documents	CM006 – Hiring Council Facilities, Reserves and Equipment.		
File Number	FM.12 – Financial Management - Fees and Charges		
Risk Rating	Low	Review Frequency	As required.
Next Review	When required.	Date Adopted	22/06/2021
OCM Number	OCM21/06/071	Previous Policy No.	COM014 COM015 COM016

8. Amendments

Date	Details of Amendment	Reference	Record Number
24/06/2025	Reviewed with significant amendments made to text	OCM25/06/090	FM.12, CM.7