

# APPLICATION TO HIRE COUNCIL RESERVE

NAME: .....  
ADDRESS: .....  
EMAIL: .....  
CONTACT NUMBER: .....  
COMPANY / GROUP: .....  
DATE: .....  
PURPOSE: .....

Town / Footy Oval

Centennial Park

Top Cricket Oval

Bottom Cricket Oval

Fouracre Street – Tree Reserve

## LIQUOR

Liquor **will / will not** be consumed at the function, written permission from the Shire of Waroona is required in advance if liquor is consumed ( see application attached) or licensing court permission must be obtained if liquor is being sold.

## CONDITIONS OF HIRE

### 1. USAGE OF OVALS

- 1.1 Applications for the hire of Shire premises shall be made on the prescribed form.
- 1.2 The Council reserves the right to refuse to let any premises or any portion thereof.
- 1.3 Priority will be given to bookings made by organisations based and operating in the Shire with regard to use of Shire facilities.
- 1.4 The Council reserves the right to withhold the use of the facilities in order to promote large scale carnivals, tournaments or shows.
- 1.5 Advance bookings will not be accepted in advance for a period longer than six months for permanent bookings and twelve months for casual bookings.

### 2. LIQUOR PERMIT

At functions where liquor is to be consumed, it is necessary to obtain a permit from the Council (please complete "Application to consume liquor").

**Note: It is the responsibility of the hirer to ensure that the provisions of the Liquor Act are complied with.**

### 3. PERIOD OF HIRE

The hours of functions are required to be stated when bookings are made, and the facility is to be made available during these hours only.

### 4. CANCELLATIONS

- 4.1 Twenty four (24) hrs notice is required for cancellations.
- 4.2 The Council may at any time cancel any agreement for hiring the facility.

## DECLARATION

I \_\_\_\_\_ being the duly authorised representative of the applicant in endorsing this application will ensure compliance with the Shire of Waroona's Conditions of Hire Agreement and Local Laws. I acknowledge that these are my responsibility and will ensure that appropriate liability and other insurances are in place for the activities to be conducted.

Signed: ..... Date: .....

# APPLICATION TO HIRE COUNCIL RESERVE

## CONDITIONS OF HIRE AGREEMENT

(EXTRACTED FROM LOCAL GOVERNMENT PROPERTY LOCAL LAW)

Conditions which may be imposed on a permit

- 3.4 (1) Without limiting the generality of clause 3.3(1)(a), the local government may approve an application for a permit subject to conditions relating to -
- (a) the payment of a fee;
  - (b) compliance with a standard or a policy of the local government adopted by the local government;
  - (c) the duration and commencement of the permit;
  - (d) the commencement of the permit being contingent on the happening of an event;
  - (e) the rectification, remedying or restoration of a situation or circumstance reasonably related to the application;
  - (f) the approval of another application for a permit which may be required by the local government under any written law;
  - (g) the area of the district to which the permit applies;
  - (h) where a permit is issued for an activity which will or may cause damage to local government property, the payment of a deposit or bond against such damage; and
  - (i) the obtaining of public risk insurance in an amount and on terms reasonably required by the local government.
- (2) Without limiting clause 3.3(1)(a) and sub-clause (1), the following paragraphs indicate the type and content of the conditions on which a permit to hire local government property may be issued –
- (a) when fees and charges are to be paid;
  - (b) payment of a bond against possible damage or cleaning expenses or both;
  - (c) restrictions on the erection of material or external decorations;
  - (d) rules about the use of furniture, plant and effects;
  - (e) limitations on the number of persons who may attend any function in or on local government property;
  - (f) the duration of the hire;
  - (g) the right of the local government to cancel a booking during the course of an annual or seasonal booking, if the local government sees fit;
  - (h) a prohibition on the sale, supply or consumption of liquor unless a liquor licence is first obtained for that purpose under the *Liquor Control Act 1988*;
  - (i) whether or not the hire is for the exclusive use of the local government property;
  - (j) the obtaining of a policy of insurance in the names of both the local government and the hirer, indemnifying the local government in respect of any injury to any person or any damage to any property which may occur in connection with the hire of the local government property by the hirer; and
  - (k) the provision of an indemnity from the hirer, indemnifying the local government in respect of any injury to any person or any damage to any property which may occur in connection with the hire of the local government property by the hirer.

**ANY BREACH OF THE ABOVE CONDITIONS AND INSTRUCTIONS COULD RESULT IN REFUSAL OF FURTHER USE OF ANY OF THE ABOVE MENTIONED FACILITIES.**

**I HAVE READ ALL OF THE ABOVE CONDITIONS AND AGREE TO ABIDE BY THEM.**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_