



Public Open Space Application Form

This application is for the approval to use a passive reserve or public open space area. The booking does not guarantee sole access. This form is an application only, and if approved, your application will be confirmed in writing.

Name of Applicant: _____

Contact phone number: H _____ W _____ M _____

Postal address: _____

Email address: _____

Park/garden/area requested: _____

Intended Use _____ Estimated attendance numbers: _____

Do you plan on decorating the area? If so, please give details: _____

Date: _____

Start time: _____ Finish time: _____

Liquor consumption on public open space areas is strictly prohibited

FEES AND CHARGES

According to Council policy, all other venues/ public open space areas are free of charge. If any damage is caused to the venue or reserve as a result of your booking, eg; damaged to reticulation, the cost of repairs will be incurred by the hirer.

Council considers maintaining the quality and condition of the Shire's property for the use of all community groups a high priority. Please ensure that maintenance issues are brought to our attention, eg; damaged fences, defaced signs etc. Please ensure you understand the conditions listed below.

It is also a requirement that the facility be left in a clean and tidy condition at the conclusion of your event and that all rubbish is removed from the area. Please note that rice or confetti is not permitted on any Shire of Waroona reserves. Vehicles are also prohibited unless prior consent is obtained from the Shire.

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.

SIGNATURE _____ **DATE** _____

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: _____