
RIGHT OF USE AGREEMENT

TERMS AND CONDITIONS *Central North Midlands*



Perenjori
Embrace Opportunity

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WHAT IS RIGHT OF USE (ROU)?

The Shire's Right of Use (ROU) procedure is designed to provide for the organised, regulated and coordinated use of all Shire administered sport and recreation facilities.

Through the ROU program, it is the Shire's priority to maximise use of facilities via efficient and appropriate facility allocation.

All user groups desiring the regular ongoing use of Shire facilities are required to have a ROU permit and abide by the ROU terms and conditions.

The ROU permit does not constitute a lease and does not provide exclusive use of the facility. User groups who currently hold a lease should note that the lease agreement generally covers the built premises only. Where applicable, in addition to the lease, user groups are required to hold a ROU permit for use of the surrounding area (even if it is where the clubhouse is located).

The responsibility for issuing permits for the use of sports fields is the Shire's and not the organisation.

The allocation of the Shire's facilities is on the basis of user needs or community benefit (i.e. special events that bring in good revenue or PR to the town) and is not on a first in first served basis. Shire officers have the authority and ability to offer use of the facility to any eligible user groups at other scheduled times, without recourse to other ROU permit holders.

Should a ROU permit be issued, this permit does not encompass any other statutory or Local Government approvals and/or requirements relating to the property that may be required.

DEFINITIONS

In this document, the following definitions apply:

Shire – Shires' within the Central North Midlands- the Shires of Perenjori, Morawa and Three Springs (dependant on which Shire the facility you are hiring is in)

ROU - Acronym for "Right of Use"

Facilities - The area specified in the ROU permit. This area encompasses all playing surfaces and ancillary infrastructure associated with that activity as well as other shire owned buildings. This may include amenity blocks, seating, dugouts and car parks and does not include generic park infrastructure such as barbeques and playgrounds.

Permitted use - The use of the facilities for sport and recreational purposes, as specified in the ROU permit.

ROU permit - A letter from the Shire to the applicant granting approval of a conditional right to use Shire facilities for a specified time or event.

ROU permit holder - An entity that is granted a ROU permit.

Annual use - 1 January to 31 December

Seasonal use - Use of a facility during normal seasonal use, as identified by sporting bodies (first round game until grand final).

Non-seasonal use - Use of a facility outside of the normal seasonal use, such as pre-season training, games or sports clinics.

User group - A body of people who have been granted a ROU permit. This includes but is not limited to sports clubs, community organisations, schools, sport associations or other recreational groups.

1. ELIGIBILITY

1.1 Information required when applying for a ROU permit includes:

- a. Completed online application form with exact booking details, including dates, times, days and use of the facility. **Please note:** any application deemed to be a blanket booking (e.g. seven days per week, 12 hours per day) will not be accepted.
- b. All non-private bookings must supply a copy of the Certificate of Currency confirming Public Liability Insurance of no less than \$20 million (refer to clause 18.1).
- c. All non-private bookings must supply a copy of the Certificate of Incorporation certificate (or other registration) and organisation's constitution may be requested.
- d. In order to evaluate ongoing strategic planning for sport and recreation and community groups in the Shire, the group's membership details may be requested.
- e. Acceptance of the ROU Terms and Conditions.

1.2 When accepting the ROU terms and conditions on application, the applicant is responsible for ensuring all relevant parties/ persons are aware of their obligations under the ROU Permit.

1.3 ROU applications will only be approved once ALL of the above requirements have been received and are deemed satisfactory by the Shire.

2. FEES, CHARGES AND BONDS

2.1 A fee for the use of sport and recreation facilities may be applicable. This fee is determined by the Council and subject to variation on an annual basis. GST is applicable to all ROU fees, excluding bonds. Should the bond be forfeited due to breach of these conditions, GST will be charged on the amount forfeited.

2.2 Fees are levied in accordance with Council's Schedule of Fees and Charges, which is reviewed annually and available on the Shire's website. In recognition of regular use, not-for-profit groups may negotiate a seasonal levy for hire in lieu of normal hourly rates.

2.3 Payment is required a minimum of 7 days prior to the booking date. Cancellations within 7 days of the booking date will incur a 50% refund.

2.4 Additional fees or charges may be incurred if the Shire deems that inappropriate use of the facility is occurring or the ROU terms and conditions are not being adhered to.

2.5 As a condition of granting a ROU permit, the Shire at its absolute discretion may require a bond to be provided by the ROU permit holder, of an amount that the Shire deems appropriate.

- A) A bond must be paid when the booking is made. If the bond is not received the booking will be regarded as not confirmed and may be cancelled without notice. The bond will apply as:
 - i) A guarantee of compliance with these conditions.
 - ii) Security against the loss of a key.

- iii) A means to cover call out costs if security or Shire employees must attend to any issues or to unlock doors etc..
- iv) Security against damage to buildings and equipment.
- B) Not following the conditions as set out in this document will incur a deduction of all or part of the bond amount.
- C) The user will be liable as requested by the Shire to pay any further amount in excess of the bond to meet the full costs of repairs and replacement of either Council property or that of a casual user and/or additional cleaning costs. The Shire's decision as to the amount requested will be final.
- D) The full bond will be refunded to the user where it is not necessary to deduct any costs referred to above. The bond will be processed by the Shire and may take up to a period of one month to be processed.

3. ALLOCATION OF FACILITIES

3.1 The allocation of the Shire's sport and recreation facilities is co-ordinated in January and February each year to coincide with the summer and winter sporting seasons and school terms. An application form can be collected from your local Shire reception or found on their website under the services tab and must be completed before this time to allow appropriate allocation.

3.2 The sport/activity that is 'in season' may receive priority when allocating use.

3.3 Approval for non-seasonal use will be on a case by case basis at the Shires' discretion, whilst having regard to the following:

- the 'in season' sport not requiring use of the facility
- any completion of renovation work and rest period
- the intensity and impact of the proposed use on the facility.

3.4 Unauthorised use may conflict with scheduled use of a facility by a ROU permit holder. Conflicts may also arise with scheduled facility maintenance.

4. BOOKINGS

4.1 If the applicant is unsure of their competition draw/calendar of events at the time of completing a ROU application form, the proposed details must be submitted (including the date that the fixtures/calendar will be available). Once the fixtures/calendar of events has been released, the applicant must email the Shire confirming actual facility usage.

4.2 If a ROU application is made through an affiliated body (e.g. Cricket WA), the applicant must supply the name of the group using the facility and relevant contact details.

4.3 Within the application form, applicants must supply daytime contact details for two representatives for the Shire to contact in regards to the ROU, leasing, use/activities and facility maintenance. The ROU permit holder is responsible for advising the Shire immediately if these contact details change throughout the year.

4.4 The ROU permit holder is permitted to use the allocated area for the approved activity during the dates and times stated in the ROU permit only. The user group must submit a separate application for any use or event which:

- is not stated in the ROU permit

- attracts attendance larger than usual games/events
- requires the placement of infrastructure on Shire property.

4.5 User groups are required to specify which fields/facilities are required. ROU permit holders must use the allocated fields/facilities even if it appears that another field/facility is available at the time requested, as this field/facility may have been recently renovated and is unsuitable for use.

4.6 ROU permit holders do not have the authority to approve use of the Shire's facilities for any other person or user group. Any person/group interested in applying for use of the Shire's facilities must apply through the ROU program.

4.8 Major events within the Shire will take priority over any rights granted pursuant to a ROU permit. The Shire will liaise with ROU permit holders regarding usage, and facility closures as well as assist where possible in finding alternate venues in these circumstances.

4.9 The Shire must be advised immediately of any changes or cancellations to booking times which affect the ROU permit holder's requirements under the ROU permit. Any changes are required in writing or via email and if approved, a new ROU permit will be sent to the relevant user group. If you do not inform the Shire of a cancellation you will still be charged for the timeframe.

5. USAGE

5.1 Due to potential harm to persons and damage to underground services, star pickets or stakes must not be driven into outdoor areas, the sports fields or their surrounds.

5.2 All electrical equipment (including cords, fittings, switches and appliances) must comply with relevant legislation and adhere to the legislative electrical safety standards. Ensure all electrical equipment is used as per the manual and manufacturer's specifications.

5.3 Up to five temporary 3m x 3m shade structures, weighted down with sand bags or similar (not pegged), may be erected by the ROU permit holder during the permitted use. These shade structures should not be placed directly on the sports playing surface. Any structures larger than 3m x 3m or extra infrastructure requires separate approval by the Shire before erecting any such infrastructure. In windy conditions, the use of shade structures need to be risk assessed.

5.4 As the Shire's parks are public open space, ROU permit holders do not have the authority to restrict or charge for access or ask members of the public to stop an activity that does not contravene a Council or State regulation.

5.5 All car parking must be confined to the designated parking areas. Vehicle access or parking is not permitted on any grassed areas without prior Shire approval. Vehicle owners may be fined for parking illegally and the ROU permit holder may also be held liable for allowing vehicles to be parked illegally.

5.6 No promotion of commercial activity or selling of services/products is permitted on Shire controlled land without prior approval from the Shire.

5.7 The ROU permit holder must not use or allow the facilities to be used in any other manner other than the permitted use.

5.9 Any damage caused wilfully or accidentally is the responsibility of the ROU permit holder. The Shire reserves the right to recover costs associated with such damage from the ROU permit holder.

5.10 The ROU permit holder must comply with all relevant Council and State laws and regulations.

5.11 Full co-operation with other users is required when applicable.

5.13 There are a number of facilities that are lit and the electricity bill is paid for by the Shire. It is the responsibility of the ROU permit holder to ensure the lights, air conditioner, ovens and other electrical items are turned off at the power-points when the activity is finished. If you are in Perenjori Shire please leave the fridges on. If you are in Morawa or Three Springs Shires', please turn fridges off at the power and leave the fridge doors open.

5.14 Additional conditions specific to the facility may be included within the ROU permit, e.g. Morawa Sporting Complex does not allow spiked shoes or boots on the main stadium floor.

5.15 The Shire reserves the right to refuse or cancel any application or ROU permit.

5.16 No unauthorised animal is to enter Shire facilities.

5.17 Under WA law smoking is strictly prohibited inside all Shire facilities and in any playground and covered areas surrounding the Shire facility. All waste, including cigarette butts, must be removed by the hirer.

5.18 The use of smoke machines is also prohibited in the pavilion. The entire bond will be forfeited to the Shire should it be found that a smoke machine or similar has been used. The Shire and the Fire and Emergency Services Authority of WA reserve the right to instigate legal action against any hirer who uses a smoke machine or similar.

5.19 All tables and chairs must be returned clean to the designated storage areas/trolleys and stacked safely. Chairs and tables are only allowed to be used in the appropriate internal or veranda areas, no chairs or tables are permitted to be placed in any other areas (on oval, car parking areas, grassed area, etc.). No equipment of any description belonging to the facility or any other person, group or business is to be dragged, rolled or otherwise across the floor areas. For safety reasons, please move furniture trolleys with care. Please ensure if lifting any equipment that you use the correct lifting technique as per Worksafe requirements. All equipment including cords must be returned and placed in a safe and orderly fashion in the designated storage areas. No tape or markings must be used on the floor areas.

5.20 All discussions between staff and patrons (and any other persons) must maintain appropriate standards of professionalism, courtesy, respect and discretion. Appropriate standards of language must be maintained at all times.

5.21 Cleaning - Please ensure: (if applicable)

- a) benches and stoves are wiped down,
- b) floors have been vacuumed and/or swept and mopped;
- c) Any built-in fire-place has been cleaned and ash disposed of (please seek shire permission before utilizing any fire-place)
- d) all rubbish is to be emptied into the outside bins,
- e) change rooms, showers and toilets are left clean and tidy.

6. SPORT SPECIFIC EQUIPMENT/INFRASTRUCTURE

6.1 Maintenance of the goal posts is the responsibility of the Shire. It is the responsibility of the main ROU permit holder/lessee to ensure the main goal posts remain in position during the season and covers are removed during the sports field renovation period).

6.2 It is the responsibility of the main ROU permit holder/lessee to secure portable goal posts at all times when on Shire controlled land.

6.3 Turf cricket wickets are the responsibility of the main ROU permit holder/lessee onsite.

6.4 All other unsecured equipment is to be removed upon completion of activities, anything left is at the clubs own risk and the shire is not liable for any damages or missing items.

6.5 Approval is required from the Shire prior to the construction/installation of sport specific infrastructure e.g. scoreboards, dugouts and fencing.

6.6 Compliance, maintenance, replacement and removal of sport specific infrastructure is the responsibility of the main ROU permit holder/lessee (as determined by the Shire). The Shire may remove any infrastructure that has reached its end of life upon the relevant organisation failing to maintain, renew or remove.

7. HIRE OF AQUATIC CENTRE: (LANE AND FACILITY HIRE)

7.1 The hirer is responsible for the behaviour of all persons attending the booking or activity.

7.2 The behaviour of children will be the responsibility of the parents/guardians concerned.

- Children under the age of 5 must be directly supervised by an adult in the water within arm's reach at all times.
- Children under 10 must be supervised by a person over 16 years of age.

7.3 The following guidelines exist for group bookings involving children under 10:

- 0-4 years: 1 Supervisor per 2 children
5-9 years: 1 Supervisor per 5 children
6-10 years: 1 Supervisor per 10 children
- Centre capacity for pools in the area:
 - Perenjori Aquatic Centre: 180 people (max 100 patrons with disabilities)
 - Morawa Aquatic Centre: 240 people (no specific disabled facilities)
 - Three Springs Aquatic Centre: 360 people (internal facility has allowed for 100 patrons with disabilities; facility also has access externally for more disabled patrons)
- A single pool operator can have a maximum of 100 people in the water.
 - With another person duly registered and approved by the Shire with a current lifeguard qualification, this ratio increases to 200

- With a school group, it is recommended to have one Bronze Medallion qualified person per 15 students

7.4 Groups must provide one male and one female adult helper for assistance of children in the change rooms.

7.5 Should an accident or injury occur in the hired venue as a result of the hirer's booking and/or activity or general hire of the venue, the Shire cannot be held liable under any circumstances.

7.6 The hirer is required to start and finish on time. Set-up and clean-up is to be included within the time booked. Failure to do so will incur additional charges.

7.7 No external inflatable/amusement equipment is permitted. Tennis balls and golf balls are not permitted in the centre. Balloons are only to be used as a fixed decoration, they are not to be played with in or near the pool.

7.8 The hirer shall comply with the provisions of the Health Act, Liquor Act, Police Act, Criminal Code or any other relevant Act in force.

7.9 No glass or alcohol is to be brought or consumed on premises. Anyone who appears to be under the influence of alcohol will be asked to leave the centre.

7.10 If you use the BBQ and surrounding area, please leave it clean and tidy.

7.11 Upon application each year, providing the times are suitable with the pool manager, swim clubs will be given permission to conduct activities at the pool.

7.12 School aged children will not be admitted to the swimming pool during school hours except on school sanctioned activities or excursions. Valid permission must be sought to attend events during school hours.

Please Note: The Aquatic Centre only has cash facilities; any other payment method is to be made at the Shire office.

Anyone making a booking must be over 18 years and the booking details provided are tentative until confirmed by the Aquatic Centre Manager. All bookings must be received at least 7 days in advance.

8. LINE MARKING

8.1 It is up to the user to research what is not going to damage any surface before marking the surface out. It is also up to the user to ensure that there is no residue or markings left after use of the facility. If you are marking floorboards or a similar indoor surface the Shire must be advised at the time of your booking.

8.2 All field line marking requirements are the responsibility of the ROU permit holder. Field dimensions must comply with the relevant guidelines taking into account size, orientation and buffer around the playing area.

8.3 Where there is more than one user group allocated to a facility, it is the responsibility of both parties to co-ordinate their line marking requirements and scheduling.

8.4 Only products such as agricultural limestone, water based spray paint or other similar material, which will not endanger users or damage the turf may be used for field line marking. Should line marking cause any damage to the playing surface, the cost of rectification will be charged to the ROU permit holder responsible. *(Please review the product's **safety data sheet** before purchasing or using any product for line marking. This helps to ensure products are non-toxic, non-alkaline, non-hazardous and environmentally benign.)*

9. MAINTENANCE AND SPORT FIELD RENOVATIONS

9.1 The Shire is responsible for the general maintenance, mowing and irrigation of sport and recreational facilities and will endeavour to work any maintenance around ROU permit holders where possible. The Shire is not responsible for maintenance within a leased/registered agreement area or of sport specific infrastructure.

9.2 The ROU permit holder is responsible for reporting any maintenance and/or repairs required at the park/reserve which is not within a leased/registered agreement area or sport specific (refer to page 16 for contact details).

9.3 Approval is required from the Shire prior to undertaking any work, alterations or improvements to fields/facilities that are not under a lease/registered agreement or sport specific.

9.4 Only authorised Shire officers are permitted to activate irrigation systems on Shire managed land.

9.5 To ensure sports fields remain in good playing condition, an annual renovation program is implemented throughout the Shire. This usually takes priority over any use, therefore, user groups are encouraged to schedule their use to accommodate maintenance work.

9.6 Most of the outdoor renovation program takes place during the 'growth period' from September to January. All ROU permit holders must allow for closure of fields for 4 to 10 weeks during this time (depending on the work being undertaken). Where possible, the Shire will schedule works in consultation with the ROU permit holder to ensure minimal impact.

9.7 As the Shire undertakes major maintenance and renovation of its facilities, the ROU permit holder is required to work with Shire officers to ensure the facilities remain in a safe and suitable condition by:

- Ensuring the appropriate number of players are using individual facilities eg. If two teams currently train on one field but due to increased membership, four teams now use this field for training, the standard of the playing surface will deteriorate.
- Not playing on fields that the Shire has recommended to be closed.
- Ensuring ongoing communication with Shire officers regarding the condition of the facilities.
- Rotating use of fields at multi-field facilities or areas of use on individual fields.

10. FIELD/FACILITY CLOSURES

10.1 Due to wet weather, maintenance or major renovation work, the Shire may recommend closure of any or all Shire controlled sport and recreational facilities. This information is available on the Sports Field Closure update (refer to page 16 for website details).

10.2 If the Shire closes any facility for an extended period of time in order to conduct rectification or renovation works, an email will be sent to each ROU permit holder prior to closure, where practicable.

10.3 During or following wet weather, the Sports Field Closure update will usually advise that particular sports grounds will remain open for junior use only. Junior use refers to those 18 years of age or younger.

10.4 During exceptional wet weather conditions, all fields may be closed for all users and age groups.

10.5 If the Shire closes a facility due to wet weather, maintenance or renovation, no activity on the field or facilities is permitted. Signs may be erected around the perimeter of the fields and should not be removed under any circumstances.

10.6 Where the Shire recommends facilities be closed due to wet weather and the ROU permit holder disregards this advice, the ROU permit holder does so at its own risk and may be liable for damage caused to persons or property. Failure to adhere to the closure may result in the ROU permit holder being held responsible for repair costs or fined.

10.7 The Aquatic Centre can without notice close its doors in the case of lightening or other situations that are seen to be hazardous.

11. SPORTS FIELD LIGHTING

11.1 Sports field lights must be turned off no later than 10pm, unless prior written consent is obtained from the Shire.

11.2 The Shire is responsible for the general maintenance of lighting. The extent of maintenance is coordinated through and at the discretion of the Shire, which is dependent on funding and resource availability. Any damage, faults or operational issues should be promptly reported to the Shire (refer to page 16 for contact details).

12. WASTE MANAGEMENT

12.1 The ROU permit holder is to use the bins provided by the Shire for all waste generated as a consequence of their activities and use of the facility, irrespective of the origins of the waste. Anything that is not appropriate to go into a general bin must be disposed of properly and safely. All internal bins must be emptied into the outside bins at the end of the day/event.

12.2 The facilities utilised by ROU permit holders, including playing surfaces, any buildings, amenities, footpaths and roadways must be left in a clean and tidy condition immediately after use.

12.3 Should the facility in question and/or its surrounds remain in an unacceptable condition after use, the Shire will attend to the matter and the cost associated with cleaning the facility will be charged to the ROU permit holder who must pay those costs to the Shire.

13. NOISE

13.1 The ROU permit holder must adhere to Council and State Government legislation, including the Environmental Protection Act and Environmental Protection Regulation.

13.2 The ROU permit holder is responsible for ensuring all attendees respect the peace and quiet of neighbouring residents. The approved use of the facility must not cause annoyance to the surrounding neighbourhood by emission of noise from functions or anti-social behaviour by persons associated with the approved use of the facility.

13.3 The use of sound amplification equipment must not produce a volume of sound other than is reasonably necessary for the hearing and enjoyment of persons at the facility, ensuring it doesn't disturb neighbouring residential properties.

14. VENDORS

14.1 Written Shire approval is required for any vendor to trade within a park/shire facility. They must be aware that any food/equipment taken to the shire facility, must be removed once finished with. Anything left in a shire facility is at the users own risk and the shire cannot be made liable for any damaged or missing goods.

14.2 Approvals are to be obtained by the organisation which has the appropriate ROU permit or lease on Shire land on an annual basis (in conjunction with a ROU application if applicable).

14.3 It is the applicant's responsibility to ensure the vendor has appropriate public liability and vehicle insurance.

14.4 The vendor must not sell any goods without an appropriate food licence/certification and equipment.

14.5 The location of the operation of vending must not be within 250 meters of any retail or commercial premises which sells or provides the same or similar products or services and is open for trade.

14.6 The vendor is to be located within the park carpark, as close to the leased facility/ROU activity as possible, with a site plan required by the Shire showing the exact location of vending. If the vendor is to be located somewhere other than the carpark, confirmation must be obtained within the written Shire approval.

14.7 The operation of vending must not detrimentally affect the amenity of the neighbourhood or constitute a risk to road safety.

15. ADVERTISING AND SIGNAGE

15.1 The ROU permit holder must obtain written approval from the Shire for all signage on Shire controlled land (including leased areas).

15.2 Advertising signs are permitted during the approved ROU period subject to Shire approval. Advertising signs of a maximum single face area of 2.5m² can be attached to the perimeter fence facing inwards to the relevant field/playing surface and secured to ensure public safety.

15.3 Temporary promotional signs - to promote sign-on days, grand finals, events, etc. can be placed on Shire roadside reserves subject to Shire approval. No boards or wall hangings are to be placed on function room, club room or facility external walls without the approval of the Shire

15.4 Signs must adhere to the Shire's signage guidelines.

16. LIQUOR PERMIT/APPROVAL

16.1 The ROU permit holder must hold an appropriate liquor permit under *Liquor Control Act 1988*, if liquor will be supplied or sold in connection with the permitted use. (**Please be aware staggered amendments are being made to the Liquor Control Act starting November 2015 and it is up to the permit holder to ensure compliance with any changes.*)

16.2 All liquor permit applications (new or renewal) require Shire consideration, and if appropriate endorsement, prior to lodging the application. To request consideration and endorsement please contact the Shire.

16.3 One-off events which include the sale, supply or consumption of liquor but do not require a liquor permit through the Office of Liquor and Gaming, still require approval from the Shire via an application form.

16.4 The ROU permit holder must comply with the conditions, responsibilities and obligations of their respective liquor licence/permit, as well as maintaining Responsible Service of Alcohol standards.

16.5 Morawa Shire Keg restrictions: Kegs are strictly not allowed in the main hall, sporting complex function area or main oval function area. No liquor or kegs are permitted in the main stadium or squash courts of the sporting complex.

17. EVENTS

17.1 The ROU permit does not constitute approval to stage community or major events. User groups are required to seek Shire approval for any such event and ensure they are carried out in a safe manner whilst preventing nuisances to the surrounding environment. If an event requires extra infrastructure (e.g. portable toilets, bins, marquees, jumping castle) or may cause nuisance (e.g. traffic, noise) the applicant must submit the suitable application form (e.g., an Event Guide application) to the Shire

17.2 If the event is approved the applicant will receive written approval from the Shire, which will include additional conditions and may incur a refundable bond.

17.4 Whilst the Shire endeavours to provide adequate amenities for each facility it is the responsibility of the user group hosting the event to provide additional amenities (e.g., portable toilets) to ensure adequate standards of hygiene are maintained.

18. PUBLIC RISK AND LIABILITY

18.1 Any non-private ROU permit holder must hold a Public Liability Insurance Policy of no less than \$20 million. A copy of a valid Certificate of Currency of Insurance must be included with the ROU application form to the Shire.

18.2 The Shire has statutory control of the fields, not the ROU permit holder. Any use of Shire sport and recreation facilities must be approved by the Shire to ensure ROU permit holders do not have legal liability exposure.

18.3 The ROU permit holder must undertake a risk assessment and inspect the facilities and associated infrastructure immediately before and after use. Any facilities deemed to be unsuitable/unsafe must not be used and be reported immediately to the Shire.

18.4 The Shire may determine a facility unsuitable for use at any time and will notify the relevant user groups as soon as possible.

18.5 ROU permit holders must ensure individuals overseeing activities with children have valid working with children accreditation in accordance with WA's Working With Children's legislation.

18.6 The ROU permit holder must comply with the relevant requirements of the *Work Health & Safety Act 2012* and *Work Health and Safety Regulation 2011*.

18.7 The ROU permit holder must supervise and manage the permitted use at all times and ensure that the health and safety of other users of the facilities and surrounding areas are not put at risk.

18.8 The ROU permit holder is responsible for:

- a. any damage, loss or injury to any person or property
- b. the cost of any security or emergency call-out to the facilities arising from its use, such costs will be invoiced to the ROU permit holder and are to be paid within the time specified in the invoice.
- c. the behaviour of its members/guests using the facility and the preservation of good order in the facility. Any damage to the facility or its fittings due to irresponsible behaviour will be at the expense of the user. The permit holder must report any damage that has occurred accidentally or maliciously to any part of the facility.

18.9 The ROU permit holder indemnifies the Shire, its officers, employees, contractors and agents against all claims for damages, loss, costs or injury arising from the use of the facilities by the ROU permit holder.

18.10 The use of flammable materials or items for decorations, e.g. bales of straw or hay, is strictly prohibited. The use of candles and naked flames is also not permitted.

18.11 Ensure that you have a fully stocked first aid kit with you, and a member of your group is First Aid trained and in attendance.

19. WARRANTIES

19.1 The Shire makes no warranty that the facilities or surrounding areas are fit, safe, suitable or adequate for the permitted use.

19.2 The ROU permit holder warrants that:

- a. Prior to using any part of the facilities, it has conducted an inspection as required under clause 18.3 above and is satisfied that the facilities are in good and safe condition. Please see attached Hire Inspection checklist.
- b. The facilities are fit, safe, suitable and adequate for the permitted use.

20. DISPUTES

Any disputes must be made in writing and marked to the attention of the CEO of the Shire. In the event of any dispute or difference arising as to the interpretation of these conditions or of any matter contained in these conditions, the decision of the Shire shall be final.

21. TERMINATION OF PERMIT

The Shire CEO may cancel an organisation's ROU permit upon giving 28 days' notice to the ROU permit holder for reasons of:

- non-compliance with any of the conditions contained within the ROU permit, and/or
- any other reason deemed by the CEO in their absolute discretion to be of significant importance in the best interests of the Shire and/or the community.

Should the Shire cancel a ROU permit for any reasons whatsoever, the ROU permit holder has no right of recourse in relation to the cancellation either at law or in equity.

Any breach of any one or more of the conditions set out in this document may at the discretion of the Shire result in the use or any future use of Shire facilities being withdrawn and any bond withheld.

HOW CAN YOU HELP?

The ROU permit holder is required to demonstrate consideration for the surrounding residents of the facilities by:

- Advising local residents of your activities through notices and ensuring they are aware of events.
- Keeping noise levels to a minimum, especially during night activities.
- Ensuring reasonable attempts are made to ensure balls/equipment do not leave the ground. If any sporting equipment enters private property, ensure permission is granted before entering private property.
- Ensuring members and visitors park their cars legally in and around the area.
- Leaving the carpark in a clean and tidy state before departure.
- Turning sports field lights off by 10pm.

Please ensure all members of your organisation are familiar with the terms and conditions and any damage, vandalism or graffiti is reported to the Shire as soon as possible.

CONTACT DETAILS

SHIRE OF PERENJORI

Shire Website:

www.perenjori.wa.gov.au/

Shire Reception

Phone: (08) 9973 0100

Fax: (08) 9973 1029

E-mail:

admin@perenjori.wa.gov.au

Contact for Large Events

Phone: (08) 9973 0102

E-mail:

mcds@perenjori.wa.gov.au

Aquatic Centre

Phone: (08) 9973 0111

E-mail:

pool@perenjori.wa.gov.au

SHIRE OF MORAWA

Shire Website:

www.morawa.wa.gov.au

Shire Reception

Phone: (08) 9971 1204

Fax: (08) 9971 1284

E-mail:

admin@morawa.wa.gov.au

Aquatic Centre

Phone: (08) 9971 1092

SHIRE OF THREE SPRINGS

Shire Website:

www.threesprings.wa.gov.au

Shire Reception

Phone: 9954 1001

E-mail:

admin@threesprings.wa.gov.au

Liquor Licencing:

<http://www.rgl.wa.gov.au/liquor/liquor-applications/application-kits>

APPENDIX

Attachment 1: Hire Inspection Checklist

Attachment 2: Application to consume liquor.

Hire Inspection Checklist

Date

ORGANISATION/GROUP NAME

EVENT

<input checked="" type="checkbox"/> Cross box if not completed applicable N/A If not applicable <input checked="" type="checkbox"/> Tick box if comment is applicable		Malfunctioning or damaged equipment must be brought to the attention of Shire staff immediately. Phone: (08) 9973 0100	
Facility Hiring:			
Pre-Hire Inspection	Comments	Post- Hire Inspection	Comments
Kitchen benches & cupboards <input type="checkbox"/> Clean <input type="checkbox"/> Sound		Kitchen benches & cupboards <input type="checkbox"/> Clean <input type="checkbox"/> Undamaged	
Floors <input type="checkbox"/> Clean		Floors <input type="checkbox"/> Clean <input type="checkbox"/> Undamaged	
Sink <input type="checkbox"/> Plumbing, hot water OK		Sink <input type="checkbox"/> Plumbing, hot water OK <input type="checkbox"/> Taps Switched off and Not Dripping	
Lights <input type="checkbox"/> Working		Lights <input type="checkbox"/> Working <input type="checkbox"/> Number of not working _____	
Air-conditioner/Fans <input type="checkbox"/> Working		Air-conditioner/Fans <input type="checkbox"/> Working <input type="checkbox"/> Switched Off	
Internal Walls <input type="checkbox"/> Clean <input type="checkbox"/> Permitted Notices Only		Internal Walls <input type="checkbox"/> Clean <input type="checkbox"/> Permitted Notices Only <input type="checkbox"/> All BluTac Removed	
Stove and other Kitchen Appliances <input type="checkbox"/> Clean <input type="checkbox"/> Operational		Stove and other Kitchen Appliances <input type="checkbox"/> Clean <input type="checkbox"/> Operational <input type="checkbox"/> Switched off at Power Points	
Fridge <input type="checkbox"/> Clean <input type="checkbox"/> Operational		Fridge <input type="checkbox"/> Clean <input type="checkbox"/> Operational <input type="checkbox"/> No food/beverage left inside	
External area <input type="checkbox"/> Free of litter and trip hazards		External area <input type="checkbox"/> Free of litter <input type="checkbox"/> BBQ Clean <input type="checkbox"/> Free of Trip Hazards	
Bins <input type="checkbox"/> Area free of litter <input type="checkbox"/> No# clean bins _____		Bins <input type="checkbox"/> Area free of litter <input type="checkbox"/> Internal Bins emptied into external bins <input type="checkbox"/> No# bins for collection _____	
Tables & chairs <input type="checkbox"/> Clean <input type="checkbox"/> undamaged <input type="checkbox"/> No# available _____		Tables & chairs <input type="checkbox"/> Clean <input type="checkbox"/> Undamaged <input type="checkbox"/> All accounted for: # _____ <input type="checkbox"/> Packed Away	
Evacuation Notices <input type="checkbox"/> Aware of where Posted <input type="checkbox"/> Know Emergency Exit		Evacuation Notices <input type="checkbox"/> Still posted	

<input type="checkbox"/> Emergency Exit has clear access			
Fire Equipment <input type="checkbox"/> Aware of whereabouts		Fire Equipment <input type="checkbox"/> Used	
First Aid Kit <input type="checkbox"/> Know location <input type="checkbox"/> First Aid Qualified person on site <input type="checkbox"/> Own First Aid Kit Supplied		First Aid Kit <input type="checkbox"/> Used	What was used?
Toilets/Changing Area <input type="checkbox"/> Clean		Toilets/Changing Area <input type="checkbox"/> Clean	
		Cleaners Required Y / N	At \$ p/h charged to group

PRE-HIRE INSPECTION SIGN OFF

POST HIRE INSPECTION SIGN OFF

HIRERS SIGNATURE

HIRERS SIGNATURE

APPLICATION TO CONSUME LIQUOR

Additional to your booking form, those applying to consume Liquor on Council premises must also provide the following information, no less than 7 days prior to the function.

Please be aware that filling out this section does not guarantee you approval for consumption of liquor on council premises. Approval must be in writing from the Shire CEO. Approval of this application does not permit the sale of liquor.

Function Date/Time of Day		
Function Venue		
Type/purpose of function?		
Will minors be present? If yes, what controls will be in place?	Yes/no	
Will entertainment be provided? - if yes- what type?	Yes/no	
Have the police been advised of the application?	Yes/no	District Name: Contact details of officer informed:
Please provide details of the facilities and controls which will be used to ensure the disposal/consumption is conducted in a responsible and proper manner.		

I declare that all details are true and correct and no relevant information is omitted. (Please note: under section 159 of the Liquor Control Act 1988, it is an offence to make a statement that is false or misleading. Penalty: \$10,000)

Name of Authorised Person (over 18 years of age)

Signature

Telephone

Position held in organisation (if applicable)

Date