



## POLICY: CS-AL-002

### Conditions of Use of Recreational Reserves Policy

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#### Purpose

The City of Kalgoorlie-Boulder seeks to provide a clear and understandable agreement for the use of the City's public facilities. The policy aims to enable users to plan and develop their recreational pursuits with ease and confidence.

#### Definitions

Public facilities available for casual hire from the City of Kalgoorlie-Boulder include;

- Cruickshank Sporting Arena Oval
- Digger Daws Oval
- D.R Morrison Oval
- Edwards Park
- Norkal Park
- Oasis Playing Fields
- Shepherdson Park
- Sir Richard Moore Oval
- Usher Park
- Loop Line Park
- Greenview Park
- Hammond Park
- St Barbara's Square
- Kingsbury Park

Responsible Officer:	Manager Arts & Leisure	Version:	4.01
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- City Council Gardens
- Peace Park
- Centennial Park
- Wallace Park

**Commercial hirers and activities:** Is defined as those who undertake activities for the purpose of generating a profit, which is then distributed to individual members.

**Non-commercial hirers:** Are defined as;

- **Community groups:** Groups who meet for the purpose of providing a service for the community's benefit. Such groups will only be recognised through a statement of incorporation, or sponsorship through an auspice body.
- **Not-for-profit groups:** an organisation not seeking profit and which does not disperse excess income to its members, in the form of dividends or otherwise.
- **Private/Individual hirers:** Those who undertake activities for the purpose of private events and activities such as weddings or birthdays.

## Statement

The following policy conditions shall apply to all individuals and groups who hire and utilise the City's public facilities.

### 1. Requesting the hire of parks and gardens

1.1. All bookings and enquiries for the City's Public facilities are to be made through the City's Community Development Unit, by contacting the City's administration building on 9021 9600 or via the City's website [www.ckb.wa.gov.au](http://www.ckb.wa.gov.au)

1.1.1. A minimum period of one weeks notice must be provided for any booking request.

1.2. All applicants must submit their request for the hire of a public facility on the application forms provided by the City of Kalgoorlie-Boulder. All fields on the application form must be completed to ensure timely processing of the application.

- 1.3. All hirers acknowledge their understanding and receipt of this policy through the signing of a booking application form.
- 1.4. Bookings are only deemed confirmed when deposits for venues have been paid for and administered.
- 1.5. No hirer may sublet a public facility or amenities to another group, without the prior consent of the City of Kalgoorlie-Boulder. This also includes caterers.
- 1.6. A hirer, whose booking for a public facility has been completed and approved by the City, and a deposit paid, will have preference over all others, including the general public, when they are using the facility allocated to them. At all other times the facility will be open and accessible to the general public for recreational activities or the City may hire it out to other persons or groups.
- 1.7. Unauthorised use of public facilities may bring about legal action or loss of bond to the hirer.
- 1.8. All Commercial booking requests will be referred to the Chief Executive Officer for determination.
- 1.9. A hirer will void their booking, and reserved signs will be removed, if the hirer is not present at the booked venue within one hour of the confirmed booking time, unless contact is made with City officers.

## **2. Fees and charges**

- 2.1. During the City's budget adoption process (commencement of the new financial year) the Council will set the charges for the use of City reserves and facilities, as per the City's Schedule of Fees and Charges.
- 2.2. Payment of the appropriate hire rate and bonds, (as determined by the City's Schedule of Fees and Charges) and deposit must be paid for in full prior to the event. Tentative bookings without a deposit will be substituted by another booking with a deposit.
- 2.3. On Completion of the hiring agreement, City Officers will complete an inspection of the hired facility. Loss of a bond/deposit will result if the facility is not left in a

satisfactory condition, and additional costs (i.e. cleaning) caused by the hiring party are incurred by the City of Kalgoorlie Boulder. Additional costs may be billed to the hirer if not accounted for by the bond.

- 2.4. Bonds will be returned via a posted cheque two weeks after the booking has ceased.

### **3. Specific Usage Conditions**

(Applies to Sports Seasons and Casual Use)

- 3.1. Reserves within the City of Kalgoorlie-Boulder shall be available for the summer sports competition from October 1 to 31 March inclusive; winter sports competition from 1 April to 30 September inclusive.
- 3.2. Any pre-season matches must be applied for in writing prior to the matches being played. These matches will be charged at the current rates of hire.
- 3.3. Any pre-season training must be applied for in writing prior to the commencement of training.
- 3.4. Care must be taken of grounds at all times; egg sprinklers must not be covered in any circumstances. Where possible training will take place away from match playing areas.
- 3.5. Unauthorised use of reserves or facilities may bring disciplinary action to the clubs concerned.
- 3.6. All line marking on reserves will be with a mixture of white PVA paint or wet lime only in English dialect. Line marking using creosote, herbicides, slack lime, sump oils or any other materials likely to be residual in the soil or pose a health risk is strictly prohibited.
- 3.7. No vehicles, tents or vans are permitted onto reserves at any time without prior permission from the City.
- 3.8. Two copies of fixture lists must be forwarded to the City's Leisure and Community Development Department prior to the commencement of fixtures.

- 3.9. The City of Kalgoorlie-Boulder makes no representations or promises, and provides no undertakings with respect to the facility or its suitability.

#### **4. Minor works**

- 4.1. The City of Kalgoorlie-Boulder is responsible for maintaining all public facilities to a level which ensures the users of the facility are able to carry out approved and suitable activities in a suitable manner.
- 4.2. All maintenance requests must be submitted on the application forms provided by the City of Kalgoorlie-Boulder. All fields of the application form must be completed, and the application should be directed to the Community Development Unit.
- 4.3. All damage to the facility which is hired must be reported to the City's Community Development Unit as soon as possible.
- 4.4. A hirer, who is found to have caused damage to a facility, will be required to pay for the damages incurred. Failure to comply will lead to further action from the City of Kalgoorlie-Boulder.
- 4.5. Persons using the City's public facilities are not to interfere in any way with electrical items, water pipes, reticulation and/or related equipment and are not to authorise to carry out any works on the facility without authority from a relevant Officer from the City of Kalgoorlie-Boulder.
- 4.6. Tampering or interfering with Council equipment and/or property is an offence under the City of Kalgoorlie-Boulder Local-laws.
- 4.7. Where unauthorised amendments have been made by a hirer, they will be removed by the City of Kalgoorlie-Boulder, at the cost of the hirer. Persons are to obtain approval from the City's Leisure and Community Development Department before any alterations or additions to playing grounds or associated facilities can take place.

#### **5. Closure of Reserves**

- 5.1. The City of Kalgoorlie-Boulder reserves the right to close a public facility if the City perceives that there is a risk to human safety or there is a risk of damage to the facility. Examples of such risks include severe wet weather.
- 5.2. If a hirer uses a public facility after the City has taken action to inform the community that the facility is closed, the user will accept full responsibility for accessing the facility, persons associated with them on the facility, and the outcome of their attendance on the facility.

## **6. Rubbish**

- 6.1. Strictly no glass is permitted on the City's parks, ovals or reserves.
- 6.2. The City of Kalgoorlie-Boulder will provide a suitable number of waste disposal units' at all public facilities to ensure that the general community can manage their litter during their use of the facility.
- 6.3. When a facility is hired for an event or a large number of people it is the hirers' responsibility to ensure there are adequate waste disposal units at the facility to manage rubbish and litter.
- 6.4. All facilities must be left free of litter and in a clean and tidy condition after use. Failure to do so will result in the user being charged the full cost for cleaning and rubbish removal, or being refused access to facilities in the future.

## **7. Keys/Security**

- 7.1. Keys will be issued on receipt of a \$50.00 deposit per key.
- 7.2. The cutting of additional keys is not permitted. Extra keys may be supplied by the City on application.
- 7.3. All keys must be returned within 1 week following the conclusion of the event. Failure to do so may incur a loss of bond.
- 7.4. A lost or missing key must be reported immediately.
- 7.5. In the event that a key(s) is not returned or is misplaced, the City may require the full cost of replacement for all locks and keys to be borne by the hirer.

## **8. Liquor**

- 8.1. Consumption of alcohol at public facilities is only permitted after approval of an application to the Chief Executive Officer. On approval of a liquor permit the City of Kalgoorlie Boulder reserves the right to inform the Kalgoorlie Police Station of the event.
- 8.2. Permission to sell alcohol must be obtained by the Clerk of Courts; this should be undertaken after approval to consume alcohol at the public facility has been received from the City's Chief Executive Officer. This permit can be obtained from the Kalgoorlie Court House.

## **9. Insurance/Liability**

- 9.1. When the hiring body is incorporated and/or a PTY or LTD Company they are required to take out insurance for public liability/risk and any other matter relevant to the purpose for which the facility is being used to the value of \$10,000,000.00 (or as determined from time to time by Council). The hiring body is to provide evidence of the insurance cover with the hiring documentation.
- 9.2. Casual hirers who do not have adequate insurance cover will be required to pay a \$500 excess in the event of a claim.
- 9.3. The hirer will be required to indemnify the City of Kalgoorlie-Boulder against any and all claims arising from the hire of the City's community equipment or a facility.

## **10. Smoking**

- 10.1. Smoking is not permitted in any building owned by, or under the control of the City of Kalgoorlie-Boulder and within 10 metres of a playground.

## **11. Responsibility of the City**

- 11.1. It is the responsibility of the City to provide an adequate service to meet the requirements of the hirer, this includes;
  - 11.1.1. Providing adequate waste collection deposits for general facility users.

11.1.2. Providing ablution amenities or notifying when ablution amenities are not available.

11.2. It is the responsibility of the City to meet the commitment of service provision where possible and in the event of a booking being cancelled the City must attempt to provide an adequate replacement to support the customer.

11.3. A register of requests and bookings for the City's community equipment will be maintained by the City's Community Development Unit.

11.4. All hire requests will be considered in relation to the City's principals and the City will reserve the right to deny a request on the basis that it may be detrimental to any of the following;

11.4.1. Asset management

11.4.2. Public Health and Safety; and

11.4.3. Equal opportunity and access by the public

11.5. When no damage is identified in the City's inspection of the equipment the hirers bond will be refunded via a posted cheque two weeks after the event.

## **Relevant Documents**