









manufacturer's instructions. No injurious substances including but not limited to lime powder/dust, creosote or glyphosate (Roundup) is permitted.

- 15.9** Amusement rides are to comply with AS 3553 and Occupational Safety and Health Regulations 1996. Amusement structures shall be registered with Worksafe. The applicant is to ensure that an up to date log book is provided at the event. Amusement ride operators may be requested to complete a certificate of temporary structure at any public event.

## **16. DAMAGE**

- 16.1** If notable damage is not reported prior to the commencement of your hire it will be deemed that the damage occurred during the course of your hire.
- 16.2** All damage must be reported to the City:
- (a) For non-urgent matters via email [bookings@armadale.wa.gov.au](mailto:bookings@armadale.wa.gov.au); or
  - (b) During business hours (Monday to Friday) on 9394 5000.
  - (c) After hours on 1300 886 885
- 16.3** The Hirer is responsible for any breakages, theft, loss or damage to the Facility or Reserve hired and equipment supplied by the City for the hire that occurs during the Hire Period (or a reasonable period of time after the Hire Period). Should any such event occur, the City must be notified as soon as possible. The cost of repairing or replacing any breakage, damage or loss will be borne by the Hirer and will be deducted from the bond.
- 16.4** The Hirer is responsible for any loss or damage to City property surrounding the Facility or Reserve that is damaged as a result of the function. The cost of repairing such loss or damage will be deducted from the bond. This includes, but is not limited to, damage to parking bollards, piping, trees, shrubs, fences, grass, signs, lighting etc.
- 16.5** In addition to recovering costs through the bond the City may initiate legal proceedings against the Hirer to recover any loss or damage in excess to the bond including legal cost (on a full indemnity basis) associated with the recovery.

## **17. SECURITY**

- 17.1** Security arrangements are required for all hires deemed high risk. This can be carried out by a responsible adult who is not drinking alcohol, or the City may request a professional security organisation and approval of the booked security service.
- 17.2** For hires determined to be high risk, the Hirer must complete a WA Police registration form and provide the City with a copy of the registration.
- 17.3** The Hirer shall ensure that all lights are turned off, any doors, windows and gates locked and alarms systems armed at the completion of each booking. Failure to secure the premises may result in a security call out and will be subject to a security/call out cost recovery.

## **18. CALL-OUT**

- 18.1** If a City Officer is called out (i.e. attends the Facility or Reserve) because of the Hirer's non-compliance or suspected non-compliance with any condition of hire (e.g. remaining at Facility after Hire Period, not alarming Facility, excessive attendance levels, unauthorised alcohol consumption, noise issues), the Hirer will be charged a security/call-out cost recovery, which will be deducted from the bond.
- 18.2** If in the opinion of the attending City Officer, the non-compliance is of such a nature that the Hire is to be terminated, an authorised City Officer may liaise with the relevant authorities to have your Hire terminated and have you and your invitees directed to leave the Facility or Reserve and surrounding areas.

## **19. CONTROL OF NOISE**

- 19.1** The Hirer must ensure that all their noise activities comply with the Environmental Protection Act 1986 and Environmental Protection (Noise) Regulations 1997.
- 19.2** Noise generated by playing loud music and/or noise from human activities (shouting, quarrelling and vehicles) must not cause a noise nuisance or annoyance to neighbouring premises.
- 19.3** The Hirer may be liable for any fees and charges relating to the investigation of a noise incident or complaint, as approved by the City.

## **20. COMPLIANCE WITH LEGISLATION AND LOCAL LAWS**

- 20.1** The Hirer must ensure that their hire is compliant with all relevant legislation and local law e.g. Health Act 1911, Environmental Protection Act 1986, Food Act 2008, Liquor Control Act 1988, Local Government Property Local Law, Activities and Trading in Thoroughfares and Public Places Local Law, Environment, Animals and Nuisance Local Law, as amended from time to time.
- 20.2** Petting zoos including animal nurseries, mobile farms, animal show/s exhibits are required to comply with WA Health Department Petting Zoo Guidelines.
- 20.3** All stall holders conducting face painting and/or make up applications must comply with Department of Health Face Painting Guidelines.

## **21. VEHICLE ACCESS**

- 21.1** No vehicle is authorised to access any Facility, Reserve or public open space area without obtaining prior consent from the City.

## **22. TEMPORARY STRUCTURES**

- 22.1** No tent or marquee is to be erected at any Facility, Reserve or public open space area without obtaining prior consent from the City.
- 22.2** No stakes and/or pickets are to be placed into any part of the ground without the City's consent in order to prevent damage to reticulation. Any repair of damage to the City's reticulation will be at the expense of the Hirer and may be deducted from their bond.
- 22.3** All temporary structures must be erected in accordance with the design criteria operating parameters such as wind limitation and fire indices, engineering details and manufacturer's instructions.

