
CP009 – Hiring Council Facilities, Reserves and Equipment

1. Intention

To provide general direction in the control of Council property by community groups and organisations. This policy should be considered in conjunction with formal leasing arrangements that may exist.

2. Scope

This policy applies throughout the district.

3. Statement

1. Any person, group, organisation or association who wishes to hire any facility or reserve, or portion thereof, or any property or equipment for use in association therewith, shall make written application on the prescribed form, stating the purpose for which the facility, property or equipment is required
2. Charges for the hire of facilities, reserves or any property or equipment therein shall be determined from time to time by the Shire;
3. The Shire may impose any terms or conditions on the hiring as is considered reasonable, generally or in any particular case.
4. A deposit of 50% of the hire fee is required to confirm the booking and the remainder plus any deposit or bond is required two weeks prior to the booking.
5. If the booking is cancelled with less than two weeks' notice, the deposit being 50% of the hire fee may be forfeited unless the hired property can be re-booked for the date of the cancelled booking.
6. As a condition of hiring, the hirer may be required to deposit an amount nominated by the Shire to cover the cost of any damage to or loss of property and or equipment during the term of the hiring. Council may expand this deposit in making good any damages caused during the hiring, and shall return the balance if any, to the hirer. The deposit of money pursuant to this clause shall not release a hirer from liability for any damage or loss in excess of the deposited amount.
7. The hirer of the facility or reserve, or any part thereof, or any equipment therein shall:
 - (a) Maintain and keep good order and decent behaviour within;
 - (b) Ensure the premises and equipment are left in a clean and tidy condition by 10am the following morning after the term of hiring;
 - (c) Report any damage or defacement to the Shire;
 - (d) Not remove or permit to be removed any plant, furniture, fittings and contents of any kind from any facility, without written permission from the Shire;
 - (e) Not erect any internal or external decoration, or place, cause or allow to be placed any nails or screws in any part of a facility except with prior permission in writing from the Shire. Permission shall be conditional upon the removal of all such decoration, nails and screws by 10am on the day following the hiring; and
 - (f) Not permit smoking of any substance in any facility or part thereof.

8. The Shire may refuse to hire the property or any part thereof or any equipment, to an applicant, without assigning any reason for such refusal.
9. In the event of two or more applications being made for the hire a Hall or any part thereof or any equipment therein, for the same date and time, the Council or Management Committee may, after considering priority of application, determine to which applicant the hire of such shall be granted.
10. The Shire is not responsible for any article lost or stolen from a person or group whilst in or about facilities and reserves, or for any article damaged or destroyed in or about facilities and reserves during the term of hiring.

3.1 Exemptions and Variations

1. Waroona Football & Netball Club will be provided with exclusive booking rights for Waroona Showgrounds and other Council facilities on this reserve during the 3 weekends of their finals season (excluding the grand final weekend) - those weekends generally being the last weekend of August and first two weekends in September. No bookings are to be taken for these dates unless it is determined that the Waroona Football & Netball Club will not require use of the reserve and facilities during the period, or that the Waroona Football & Netball Club are in agreement to share facilities with another hirer.
2. All applications to hire facilities that are of an entrepreneurial nature be referred to Council prior to acceptance of such bookings.

3.2 Grievances and Appeals

1. A person who has been refused use of a facility or reserve, or has been requested to leave or vacate the facility or reserve may, in addition to any other rights, present a written appeal to the Shire, against the action.
2. The Shire shall consider the appeal and give such direction in matters as it thinks fit.
3. The right of appeal given by this policy, does not imply any right of action for damages, or other remedy against the Shire arising out of any refusal of use, direction to leave or vacate any premises or any action.

4. Legislative and Strategic Context

The *Local Government Act 1995* and the associated subsidiary legislation provide the broad framework within which this policy operates.

5. Review

This policy is to be reviewed as required.

6. Associated Documents

Nil.

Division	Community
Policy Number	CP009
Contact Officer	Chief Executive Officer
Related Legislation	Nil

Related Shire Documents		CMP006 – Hiring Council Facilities, Reserves and Equipment C6 – Hiring Council Facilities, Reserves and Equipment Application Form			
Risk Rating	Low	Review Frequency	As required	Next Review	When required
Date Adopted	22/06/2021			OCM21/06/071	

Amendments		
Date	Details of Amendment	Reference
Previous Policies		
COM014 – Control and Management of Council Property COM015 – Control and Management of Halls COM016 – Event Bookings – Town Oval CORP032 – Memorial Hall Hire Exemption CORP040 – Halls and Buildings Entrepreneurial Bookings 2.45 – Memorial Hall Hire Exemption 7.1 – Control and Management of Council Property 7.5 – Control and Management of Halls 7.8 – Event Bookings – Town Oval 7.9 – Halls and Buildings Entrepreneurial Bookings		