

FACILITY USER AGREEMENT

USAGE PERIOD: OCCASSIONAL SEASONAL Tick ✓ one

TYPE OF FACILITY: BUILDING(S) GROUNDS Tick ✓ one or both

NAME OF USER: _____

NAME OF FACILITY: _____

LOCATION: Part of Glen Huon Reserve No 50882, Lot 602, 3 Council Drive, Eaton WA 6232

DETAILS: Refer to General Conditions

ANY CONDITIONS OF USE: Refer to Special Conditions – if Applicable _____

USAGE DATE: Start Date: _____ End Dated: _____
USAGE TIME Start Time: _____ Finish Time: _____

SUMMER PERIOD – 1 October to 31 March

WINTER PERIOD: 1 April to 30 September

User Group:					
Primary Contact			Position		
Address:					
Phone		Mobile		Email	

Contact 2			Position		
Phone		Mobile		Email	

Contact 3			Position		
Phone		Mobile		Email	

FOR OFFICE USE ONLY

Building Property Management Officer to Complete

GOVERNANCE INFORMATION			
User Notified – Date		Tardis Link	
Booking Register Updated		Usage Fee entered in Synergy	
Keys Provided – Key Register Updated		Keys Returned – Key Register Updated	
Bond Paid (if applicable)		Bond Refunded (if applicable)	

GENERAL CONDITIONS

- The User means the **(Insert name in full)** _____
- The User is the person, business, company, school, group or association using the Shire of Dardanup facility.
- The Facility means the facilities located at (Insert name and address of facility) _____ including:

- **DETAIL HERE AREA OF HIRE**

- *(for example: Sports Pavilion / Clubrooms – kitchen, toilets amenities, foyer, meeting rooms and outdoor area; Canteen; Change Rooms – Showers, toilets, change areas, umpires room; Bar; etc)*

- _____

- _____

- _____

- _____

- _____

- _____

- **Note:** The following rooms are not available for hire:

- Office 1 & 2
- Bar Area

- **Note:** The bar and cool room is provided for the exclusive use of the Eaton Boomers Football Club and approved Club patrons/users. Other users of the facility may make private arrangements with the Club to serve alcohol over the bar during private functions and events.

- For SEASONAL HIRE ONLY, please provide date(s)/time(s) of specific activities and functions:

- _____

- _____

- _____

- _____

- _____

- _____

- Any requests to vary the scheduled date/times of usage will be made through the Shire of Dardanup, who will confirm availability of the buildings before accepting any variations.

- The Agreement means this Facility Usage Agreement including all attachments, conditions and requirements.
- The Facilities means the Facilities to be used by the User as set out in this Agreement.

1. Right to Refuse or Cancel a Booking

The Shire of Dardanup reserves the right to refuse an application or to cancel a confirmed booking at any time, if in its opinion the User or the activity contravenes the Vision and Values of the Shire of Dardanup, or does not comply with any legal requirements or the Conditions of Use.

2. Usage Periods

Usage Period(s) are to be detailed within the approved Facility User Agreement (ie: times/dates) - refer to **Appendix A – Facility Booking Date and Times**.

For Occasional Usage bookings, if a specific starting time/date has been agreed between the Shire of Dardanup and User, the User must not change the starting time/date without prior written consent of the Building Property Management Officer. The facilities are to be used by the User only at the agreed times/dates.

For Seasonal Usage bookings, the time/date of the commencement and cessation of the Seasonal Usage Period must be specified in the Facility User Agreement, including the time/date of specific activities and functions where the Facilities will be utilised during that Seasonal Usage Period (ie: dates/times of games, training nights, social events, etc). If a specific starting time/date has been agreed between the Shire of Dardanup and User, the User must not change the starting time/date without prior written consent of the Building Property Management Officer. The facilities are to be used by the User only at the agreed times/dates.

3. User Responsibilities

The User shall have the sole responsibility of managing and supervising all of the events/activities it undertakes pursuant to its rights under this Agreement, including but not limited to the hiring of all necessary staff and officials, conducted on the premises, and for the enforcement of the policies, rules and regulations associated with this Agreement together with those prescribed by any governing body or applicable legislation. The User must use the Facilities in a safe, proper and efficient manner.

4. Damages

The User shall be responsible for any damage to the facilities caused by the User, its officers, directors, employees, volunteers, agents or contractors, invitees, spectators, members, participants in or at any event or activity hosted/planned/conducted/sponsored by the User.

Any damage caused to the Facility as a result of inappropriate use by the User groups, is the responsibility of the relevant User. This includes repairs required due to misuse, deliberate damage or unreasonable wear and tear. The Shire of Dardanup will invoice the User for damage caused to the Facilities, where such damage is considered to be excessive and greater than would be expected from normal wear and tear.

Where it is determined by the Shire of Dardanup that the User has caused excessive damage by misuse, repair to the facility will not be a priority for the Shire of Dardanup maintenance staff – unless the damage is a safety issue. In such circumstances the Shire of Dardanup gives no guarantee that damage to the facility will be repaired by the next game/event within the current season of the respective sport/activity.

Modifications or alterations to the Facility will not be permitted without the express prior written approval from the Shire of Dardanup.

5. Supervision

The User shall have the sole responsibility for the supervision, control and safety of all persons entering the facility or attending a function of the User, including but not limited to, its officers, directors, employees, volunteers, agents or contractors, invitees, spectators, members, participant in or at any event or activity hosted/planned/conducted/sponsored by the User.

6. Inspection of Facilities

The User shall ensure that the facilities are thoroughly inspected, including but not limited to the structures, prior to use to ensure safe conditions. The Shire of Dardanup will carry out quarterly inspections of the facilities. The User will be notified by the Shire of Dardanup prior to the inspection and will be invited to have a representative present if they wish. Following these inspections, a report will be generated identifying any issues that require action.

7. Reporting Maintenance Issues / Manager

The User shall immediately report all unsafe conditions to the Shire of Dardanup. The User shall undertake appropriate interim safety measure and report all unsafe conditions to the Shire of Dardanup. Any issues identified by the User are to be reported to the Shire of Dardanup via email to BPMO@dardanup.wa.gov.au
Urgent repair issues should be reported to Council on 9724 0000 (including after hours).

8. Maintenance Responsibilities

For a breakdown of maintenance responsibilities during seasonal use, please refer to Annexure A.

Requests to upgrade, improve or add facilities (outside maintenance/repair) need to be submitted to the Shire of Dardanup Building Property Management Officer in writing and emailed to BPMO@dardanup.wa.gov.au. Any approved upgrades, improvements or additions to the Shire of Dardanup facilities eg. Canteen infrastructure/equipment etc are to be made available for any eligible user with an approved booking from the Shire of Dardanup.

All upgrades, improvements or additions to the Shire of Dardanup facilities will be considered contributed assets (Council owned) unless agreed otherwise in writing. The User understands that there is no entitlement for compensation if the organisation relocates to another venue.

9. Sale and/or Consumption of Alcohol

Alcohol is not to be consumed or sold at facilities unless agreement has been provided in writing by the Shire of Dardanup, and any provisions and permits required under the Liquor Licensing Act have been obtained by the User. Where approval has been obtained from the Shire of Dardanup for a liquor license, it is the Users responsibility to ensure that all provisions and conditions under the *Liquor Licensing Act 1988* are complied with at all times.

10. Signage

When considering the installation of any type of signage, ie: fixed or temporary, an application to the Shire of Dardanup is required. Considerations/requirements of Council's Local Laws may apply. The User is responsible for the installation, removal, maintenance of all approved signage. Where a User is requested in writing to remove or maintain a sign and the User does not do so within 7 days (within 24hrs if deemed dangerous), the Shire of Dardanup may remove the sign and the User will be responsible for reimbursing to Council the costs associated with the signs removal and disposal.

11. Carpark / Vehicles

Where applicable, the carpark area must be left in a clean, tidy, safe and proper condition. It is the Users responsibility to ensure that Users vehicles are parked in an orderly manner in the designated parking bays.

12. Hiring / Sub-letting

All Facility bookings are the responsibility of the Shire of Dardanup. The User is not permitted to hire or sub-let any approved Facility or part thereof to a third party or organisation.

13. Working with Children Check

It is the responsibility of all Users of Shire of Dardanup facilities who participate in events or services in a paid or volunteer capacity, to comply with the *Working with Children Act 2004*.

14. Keys

Keys to a facility will be issued to Users by the Building Property Management Officer prior to the commencement of use, and attracts a Key Bond per set of keys issued in accordance with Council's Schedule of Fees and Charges (currently \$40.00). Keys will enable access to the facility and relevant areas noted within the Special Conditions. Keys are to be returned by Users following the period of hire. Seasonal Users are required to return the keys within one week of the end of the period of Use noted in the User Agreement. The key bond will be refunded once the key(s) have been returned to the Shire of Dardanup based on a satisfactory final inspection of the Facility.

One set of keys will be provided to Occasional Users, with two sets of keys provided to Seasonal Users. Additional sets of keys will not be provided unless stated otherwise in the Special Conditions. Keys will remain the property of the Shire of Dardanup and no unauthorised copies of the keys are to be made.

15. Litter and Rubbish

All garbage and individual garbage bins must be emptied into the wheelie bins (not to use the skip bin) located within the fenced enclosure or allocated area of the facilities. Waste is to be stored in the correct containers/bins by the User and cleared regularly. Bins are to be clean and tidy at all times. All litter must be picked up and placed in bins provided, otherwise a cleaning fee will be charged on inspection of the facility. Arrangements for additional bins if required must be made between the User and the Shire of Dardanup (fees may apply).

16. Behaviour

The nominated User is not to permit any anti-social behaviour in or around the facilities or reserve, including but not limited to loud music, foul language, drunken behaviour, uncontrollable actions, fighting, acts of physical violence, littering, public urination and unwanted entry onto neighbouring properties. The User shall be responsible for recognising the need for assistance to address unacceptable behaviour during any activity/event, and for requesting assistance from the designated Shire of Dardanup staff and/or the Police.

17. Security

It is the responsibility of each User to ensure that each area of the Facility (ie: building, toilets, etc) is secured at the end of the usage period. Upon leaving the Facility, it is the Users responsibility to make certain that windows and doors are secured and lights / air conditioning, heating systems are switched off and alarms are set (where applicable). The User will incur call-out charges if the Security Company is required to secure the facility after hours due to alarms not being turned on.

18. Insurances

Upon confirmation of Occasional or Seasonal Usage bookings by any incorporated group, club, business, company or organisation, the User undertakes to hold the Shire of Dardanup indemnified against all claims which may be made against them for damages or otherwise in respect of any loss, damage, death or injury arising from the use of the Facility. These Occasional and Seasonal Users shall, at their own expense, obtain and keep in force during the Term of this Usage Agreement, the following insurances:

- Public Liability Insurance Policy for an amount of not less than \$10M
- An Insurance Policy covering all Volunteer Works
- Contents Insurance Policy (Council is unable to insure another party's equipment). The Hirer is encouraged to obtain a policy but this is not mandatory.

All copies of relevant Certificates of Currency are to be provided to the Shire of Dardanup prior to the commencement of the Usage period.

Occasional Users of facilities (other than incorporated groups, clubs, businesses, companies or organisations) are not required to obtain these insurances and are covered by Council's Public Liability insurance policy.

19. Cleaning of Facility

The User must vacate the Facility (including removing all rubbish, equipment and all other goods of any kind brought into the Facility by the User) at the end of the Usage Period(s). The User must ensure that the Facility is

left clean, tidy, safe and in proper condition. Any additional cleaning charges will be taken out of the Bond charged to the User, or where no bond has been paid by the User, the User agrees to reimburse the Shire of Dardanup reasonable costs incurred in cleaning the facility.

20. Fees & Charges

Fees and Charges will be based on the Shire of Dardanup Fees and Charges (updated and adopted annually). Where fees and charges apply a Tax Invoice will be issued with payment due immediately for Occasional Usage and within 7 days for Seasonal Usage. Late payment of fees and charges may jeopardise the future use of the Shire of Dardanup facilities.

21. Shared Use

The User acknowledges that the Facility may be utilised by other User groups for other authorised activities/events. The User agrees that the Shire of Dardanup shall have full, complete and absolute authority to establish booking and schedules for the use and availability of its Facilities. The User agrees to comply with any bookings and schedules established and to cooperate and not impeded any sharing arrangements so determined by the Shire of Dardanup.

22. Smoking

Smoking is not permitted within the Facility at any times or within 5 metres of a building entrance. Smoking is not permitted within 10 metres of outdoor sporting venues during an under 18 sporting event, including training and competition.

23. First Aid and Incident Report

A Seasonal User must maintain an appropriately stocked first aid kit at the Facility. The User must have a documented first aid and incident reporting system to ensure all incidents are recorded.

24. Termination Clause – Non Compliance

In the event that the Shire of Dardanup determines, in its sole discretion, that the undersigned, its employees, contractors, agents, invitees and any other persons attending the facility have not complied with the prevailing Conditions, Policies, Order or Directives associated with the Occasional or Seasonal Usage, then the Shire of Dardanup may forthwith terminate the Usage Agreement by providing the undersigned with written notice of termination and such termination shall be effective immediately or on the date stipulated in the Notice.

Upon serving of this Notice on the User or nominated representatives of the User, the undersigned will forfeit all existing bookings of the facility, and the Shire of Dardanup shall have no further liability towards or obligation to accommodate the undersigned. Following termination, the Shire of Dardanup will have no further responsibilities for any penalties and fines as may be levied by other government officials and entities. It is agreed by the parties to this Agreement that the Shire of Dardanup termination right hereunder may be exercised by the Shire of Dardanup without advance written notice to the undersigned, and while the undersigned's event is being held.

25. COVID-19 Directions

- (a) Notwithstanding any other provision of this Agreement, the User must be informed and allow for the impacts of COVID-19 on the use and activities of the Facility after having made all reasonable enquiries.
- (b) The User warrants that where required under any State or Commonwealth Health Directions or Laws, that immediately before the date of this Agreement, the User obtains any required written notice from each of its officers/volunteers regarding their COVID-19 vaccination status.
- (c) To the extent that the User or any of its officers/volunteers are required by law to be fully vaccinated against COVID-19, the Council may require a Statutory Declaration (or any other documentary evidence to the satisfaction of the Council) from the User confirming the vaccination status of its personnel as a precondition to any booking confirmation.

SPECIAL CONDITIONS

1. Keys will be provided for the Facility which provide access to:

- i.) the Eaton Sports Pavilion building – (1) one key;

Keys will remain the property of the Shire of Dardanup and no unauthorised copies of the keys are to be made. Building Security Alarm codes will be made available to the keys holders and maintained by the Shire of Dardanup.

Related Policies, Processes and Guidelines

The following Shire of Dardanup Policies may apply to your Usage of the facility. Please consult with Shire of Dardanup staff further clarification:

- Temporary Food Stall / Selling Food
- Noise Light and Dust

The undersigned have read, and on behalf of the User, agree to be bound the Terms of this Agreement and all applicable Policies, Procedures and Local Laws of the Shire of Dardanup, including relevant Laws and Regulations of the State and Commonwealth Governments of Australia, and hereby warrants and represents that he/she executes this Agreement on behalf of the User and has sufficient power, authority a capacity to bind the User with his/her signature.

NAME:

Signature _____ Date _____

Name _____

Witness Signature _____ Date _____

Name _____

SHIRE OF DARDANUP

Signature _____ Date _____

Name _____

Witness Signature _____ Date _____

Name _____

APPENDIX A – SEASONAL FACILITY BOOKING DATES & TIMES

NAME OF APPLICANT -

Date

Time

Notes

Date

Time

Notes