

Terms and conditions of use of parks and reserves

1. Authorisation to hold an event on a park gives the applicant exclusive use of that portion of the park for which a booking is approved. The city reserves the right to refuse any booking.
2. The city does not support the use of passive recreational space for commercial gain or promotional use.
3. The city's parks are deemed to be all public open space and no applicant shall erect a fence around an event or charge an admission fee unless authorised to do so by the Manager Parks Services.
4. No person shall in any park wilfully obstruct, disturb, interrupt or annoy any other person in the proper use thereof or wilfully obstruct in the execution of his/her duty or insult or neglect to obey the lawful directions of any caretaker, ranger or other officer of the city.
5. No footpath, carriageway or access area is to be obstructed.
6. The applicant booking the park shall be responsible for any damage to fixtures, gardens, lawns and anything within the area of booked during the period of the booking and shall reimburse the city for any repairs or replacement.
7. Any damage which is not considered to be normal wear and tear will result in the forfeiture of all or part of the bond.
8. Unauthorised vehicles are not permitted in Parks and Reserves. Parking a vehicle on a reserve is an offence under the City of Subiaco's *Parking Local Law* and the city's rangers may issue infringements to any illegally parked vehicles not permitted in Parks and Reserves.
9. No person shall erect or place within any park any tent, marquee, stall, platform, or other furniture without the city's approval.
10. No pegs, stakes or other like devices are to be driven into the park surface without approval of the Manager Parks Services.
11. No person shall light any fire within any park or public reserve.
12. Mobile catering services or vendors are not permitted to operate on any park unless approval is given by the city.
13. The applicant booking the park is responsible for collection and disposal of all introduced litter before vacating the site. Failure to leave the area clean and tidy will result in the city's employees cleaning up the area at the cost of the applicant.
14. All events are to be completed by 10 pm. Failure to do so will result in forfeiture of the bond.
15. The applicant shall if required, during the term of the booking and at the discretion of the city, keep in force a *Certificate of Currency* of liability insurance for an amount not less than \$10,000,000 in the name of the applicant and the City of Subiaco.

16. Upon acceptance of the booking, you bind yourself to indemnify and keep indemnified the City of Subiaco against death of anyone attending your event, or damage to property which arises howsoever out of or in connection with the booking and against all liability, loss, damage, actions, proceedings, claims etc brought against the City of Subiaco (whether at law or under any statute or otherwise howsoever), in respect or in connection with or in consequence of such death or injury or damage to property. The applicant shall, at all times, when required by the City of Subiaco, produce the *Certificate of Currency* for such insurance and the receipts for the premium paid in respect thereof.
17. The city reserves the right to cancel the booking at any time prior to the commencement of the period of the booking, on repayment of the booking fee and any bond paid. The city shall not be liable to pay any compensation or damages by reason of such cancellation.
18. In the event of any dispute or difference arising as to the interpretations of these conditions the decision of the Chief Executive Officer shall be final and conclusive.
19. Where the applicant requests permission for consumption of alcohol at the event, the Department of Racing, Gaming and Liquor (Liquor Licensing Division) is to be contacted by the applicant to ascertain whether a permit for the consumption of alcohol in public places is required. Copies of all relevant permits are required by the city prior to the application being processed. The selling of alcohol is not permitted on the city's reserves and parks.
20. Noise is to be kept to a reasonable level, particularly after dusk. Music may be played through domestic equipment, i.e. portable CD players etc. However, if complaints of noise are received from nearby residents, users may forfeit their bond. Special permission is required for amplified music, any form of public address system and any live music performance, amplified or otherwise.
21. Applicants are not permitted to use their own portable barbecues or open fires. Where provided, barbecues are electric and free. Exclusive use of the barbecue facilities will not be granted. When you have cooked your food, please move away so that others can use the facilities.
22. Please note: Bond refunds may take up to 4 weeks to process. It is the applicant's responsibility to ensure the correct refund mailing address and name of contact person is provided at the time of application.

Definitions:

- 'Applicant' The applicant refers to the person or organisation completing the booking form and or booking the park or reserve.
- 'Park' The park refers to any park or reserve within the City of Subiaco.

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