## ALBANY CBD PRECINCT GROUNDS TERMS & CONDITIONS

### **1. APPLICATIONS & BOOKINGS**

1.1. All applicants must be aged 18 years or over with proof of age to be provided on request.

1.2. All bookings are tentative until a completed application form is received and booking confirmed in writing by the City.

1.3. Bookings are required no later than 10 days prior to booking / event activation.

1.4. Submission of any of the application forms does not guarantee that the booking / event will be approved.

1.5. An Event Approval Form may be required for additional activations.

1.6. It is essential that the Event Approval Guidelines document is read and understood before proceeding to an event Approval Application Form.

1.7. The City of Albany reserves the right to approve bookings / events that are in the best interest of the City and its ratepayers.

## 2. INDEMNITY & INSURANCE

2.1. A Certificate of Currency (Public Liability Insurance) must be submitted with the booking application form for any booking / event open to the general public.

2.2. The hirer must abide by the Terms and Conditions as listed in these documents as well as any additional terms and conditions imposed by the City of Albany, including Local Laws.

2.3. It is the hirers' responsibility to immediately report any damage that has occurred to any aspect of the facility / area to the City of Albany. Should this be outside of business hours please contact the City Rangers after hours number 1800 633 000, and subsequently in writing to staff@albany.wa.gov.au.

2.4. The City of Albany will not accept liability for any damage, theft or loss of items belonging to or the responsibility of the hirer or their invitees, unless the damage or loss is determined to be the result of the City of Albany's negligence.

# **3. CHARGES AND CANCELLATION**

3.1. A tax invoice will be provided upon confirmation of the booking. The full amount due on the tax invoice is required to be paid no later than 5 business days prior to the booking / event.

3.2. Cost of hire is in accordance with the current Fees and Charges Schedule as endorsed by Council.

3.3. Fees and charges are applicable to all bookings / events. In kind support in the form of discounted or waived fees, may be granted on a case-by-case basis. A Certificate of Incorporation must be supplied for consideration.

3.4. Booking are for a half day (1-4 hours) or a full day (4 hours <). If the agreed booking time is exceeded, additional hire fees payable will be invoiced.

3.5. Cancellation of booking with less than five business days' notice will be liable for the full cost of the booking / event.

3.6. A bond may be implemented for large scale events. In the event no bond was charged, the hirer will be liable for the full cost(s) of any damaged created as a direct result of the event.

3.7. Should the Town Square keys become lost or not returned within the designated period, the cost of replacement will be charged to the hirer.

3.8. Tax invoices can be pain in person at the main administration building at 102 North Road, Albany WA 6330 or over the telephone on (08) 6820 3000.

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#### **4. ACCESS & RESPONSIBILITIES**

4.1. A site induction is mandatory for all event holders. A City of Albany officer will arrange a suitable time prior to your event.

4.2. If an event key is required, they are to be collected from the City of Albany administration building the business day before access is required, and returned the business day after the event bump out has concluded.

4.3. Pedestrian access to the Albany Public Library, Visitor Centre and Town Hall amenities must be maintained at all times.

4.4. If you require use of the breezeway space, prior approval must be obtained from Albany Public Library.

4.5. Emergency vehicle access to precinct facilities being The Albany Visitors Centre, Library and Town Hall, must be maintained at all times.

4.6. Noise levels must comply with the Environmental Protection regulation 1997. Consideration to the Library facility and Visitors Centre is required.

4.1 Signs may not be displayed or affixed to any facility by hirers except with the permission of the City. Any non-complying sign or notice may be removed by a City Reserves Officer or Ranger.

4.2 Wind loading can be an issue in inclement weather, therefore all infrastructure must be adequately secured.

4.3 Due to subsurface irrigation of grassed area, no staking is permitted without prior approval.

4.4 The hirer is responsible for the behaviour and First Aid of all the persons attending the booking/ event.

4.5 Vehicle access is not permitted on Town Square or grassed area without prior approval from the City of Albany. The hirer must state on the application form if they would like vehicle access to the facility/ reserve.

4.6 The hirer must ensure the external power boxes and water outlets are secure at the conclusion of the booking / event. The hirer may be held accountable for any insurance claim or security fees if found to have been negligent.