

KUNUNURRA AGRICULTURAL SOCIETY OVAL and CHANGE ROOMS

GENERAL TERMS AND CONDITIONS OF HIRE

Interpretation

Oval means: the main playing/show arena of the Agricultural Showground oval and all land contained within the boundary fence of the football field

Premises means: Any recreational facilities and infrastructure owned by or for the time being under the care, control and management of the Council, and all buildings, fences, gardens, carparks, structures, car parking areas, access ways, fixtures, fittings, machinery, chattels, furniture and equipment forming part of such facility or used in connection therewith.

Manager means: The person appointed by Council to direct, control and manage the facility.

General Conditions and Hire Responsibilities

1. All bookings are to be confirmed in writing with exact times and dates etc.
2. No permission to hire, verbal or otherwise is valid until accepted and agreed in writing by the Recreation Services Manager
3. All groups should have in place their own Public Liability policy of insurance covering their legal liabilities as "occupiers" of Shire facilities.
4. All oval bookings are to be made at the Kununurra Leisure Centre.
5. All groups should, at the time of booking, provide a copy of their **Certificate of Currency** to the Recreation Services Manager by way of proof that insurance has been taken out.
6. The Recreation Services Manager may impose conditions on the booking as thinks fit.
7. Seasonal bookings are to be made with the Recreation Services Manager at least 14 days prior to commencement of the season.
8. Payment of the appropriate hire rate, seasonal user fees for sporting groups and bond must be made in full no less than 14 days prior to the event or season commencement. Under special circumstances seasonal hire fees may be paid on a monthly basis.
9. Seasonal hire does not provide exclusive hire and the Shire of Wyndham East Kimberley reserves to right to alter bookings if necessary.
10. Setting up and cleaning times should be included in your booking. Cleaning of the oval and its' surrounds is the responsibility of the hirer of the oval and must take place immediately on completion of event.
11. The oval and its' surrounds must be left free of litter and in a clean and tidy condition after use. Failure to do so will result in the hirer being charged the full cost of clean up and possibly being refused access to facilities in the future.
12. Refuse collection and removal is the responsibility of the hirer .The hirer will need to arrange additional bins if required.
13. Utilities charges to cover the costs will apply to hirer's using power and/or water.
14. The Ord River Magpies Football club coordinates the oval lights. Please contact the club for details of hire to allow for appropriate utility charge.
15. Particular care should be taken with the playing surface and in order to avoid damage occurring to it or it's associated infrastructure (water pipe & sprinklers) for this reason no service vehicles are permitted on the field without prior discussion with the Recreation Services Manager.
16. It is the hirer's responsibility to ensure that all buildings, electrical boxes, gates etc. are fully secured after the event and keys returned immediately to the appropriate body.
17. To avoid conflict with other user groups, sessions must run strictly on time. Failure to do so will incur extra charges as well as jeopardising future use of the oval.
18. A person, club, association or organisation conducting any function, event or carnival or competition shall be responsible for the conduct and safety of the participants, officials and spectators during the conduct of such function, carnival, event or competition and shall prevent overcrowding and ensure that no damage is done to any fencing, building or any other part of the facility by any person.
19. No person shall for reward or profit, teach, coach or train any person on the oval except with the consent of the Recreation Services Manager.
20. The Council may from time to time and for such periods as it determines necessary close the facility to the public.
21. Any person or group of people when requested by the manager shall withdraw from the premises quietly and peaceably
22. No person being the owner or in charge of any dog or other animal shall cause or allow such dog or animal to be in the change rooms or on the oval except on designated days when an exemption has been granted by Council.

23. No person shall....
- (a) appear in public unless properly attired in clothing of such a nature as to preserve public decency and to cover the body so as to prevent indecent exposure of the person;
 - (b) enter or be in the premises while affected by liquor or drugs;
 - (c) take into the premises or have in his or her possession any glass container or any intoxicating liquor unless authorised by the Council;
 - (d) use any soap in any part of the premises other than in the dressing rooms, shower recess or washroom;
 - (e) in any part of the premises behave in an unseemly, improper, disorderly, riotous or indecent manner, swear or to use any indecent, obscene, offensive or abusive language or gamble or commit any other form of misconduct;
 - (f) climb up to or upon any roof, fence, wall, partition or other portion of the premises;
 - (g) deposit any filth or rubbish in any part of the premises except in places set aside for that purpose;
 - (h) except in areas approved for such purpose consume any food or drink;
 - (i) wastefully use the water or leave any taps dripping in the dressing rooms or elsewhere in any premises;
 - (j) spit or expectorate in the premises or in any way commit any nuisance on or in any part of the such premises;
 - (k) enter or depart from any part of the premises except by means of the respective entrances or exits set aside for that purpose.
 - (l) damage, improperly use or interfere with any tap, valve, locker or other fitting or appliance in or about the premises or discharge litter of any description on, in or about the premises or bring or deposit any filth or rubbish onto or into the premises;
 - (m) smoke in any premises as directed by Council;
 - (n) foul or pollute water in any shower or bath or soil, damage, injure, destroy, use improperly, disfigure or write in or upon a dressing room, closet, compartment or other part of any premises or any furniture or other article of equipment therein;
24. In the event of two or more conflicting applications being made for the hire of the premises for the same date and time, the application shall be dealt with in accordance with Council Policy
- 25. The oval will be utilised as a training facility for sporting and recreation groups. The oval may be used for competition purposes subject to an application to the SWEK Recreation Services Manager and that application being approved by the Kununurra Agricultural Society Oval Management Committee.**

Subletting

Subletting of the oval or their surroundings is only allowed under certain circumstances and is subject to approval from the Recreation Services Manager. Subletting if approved may attract an additional charge.

Bonds

Loss of bond will result if the area is not left in a clean and tidy condition, damage to oval or facilities has occurred or if booking is cancelled less than one week prior to the event. Return of bond will endeavour to be made within 14 days of inspection.

Liquor

1. Permission to consume or sell liquor on the oval or its surrounds must be obtained from the Clerk of Courts by issue of a liquor permit following receipt of written approval from the Chief Executive Officer of the Shire of Wyndham East Kimberley.
2. Consumption of liquor must only be undertaken in the liquor consumption areas identified in the approval.
3. Glass containers are not permitted on the oval or its' surrounds.
4. If liquor is being consumed, the hirer is responsible for providing security.
5. Children under the age of 18 years are not permitted into the approved consumption area unless accompanied and supervised by their parents or a guardian over the age of eighteen.

Any of the above conditions may be varied at the discretion of the Recreation Services Manager.