



# **PUBLIC OPEN SPACES RULES**

**Updated October 2021**

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# Contents

1.	INTRODUCTION	3
2.	DEFINITIONS	3
3.	CLEANING AND WASTE	3
4.	INSURANCE	3
5.	PARKING	4
6.	POWER	4
7.	SIGNAGE	4
8.	SMOKING	4
9.	PERMITTED USE	4
10.	WEDDINGS (if applicable)	5
11.	BOUNCY CASTLES (if applicable)	6
12.	SAUSAGE SIZZLE (if applicable)	6

## 1. INTRODUCTION

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**Your booking entitles you to use the Public Open Space however it does not give you exclusive rights to the area. Members of the public have the right to use the area at all times. It is not acceptable for Hirers to request the members of the public to move to another location.**

These Rules are binding on all Hirers of the Public Open Space. They are designed to ensure that the use of the Public Open Space is consistent and maintained to a high standard. They are also intended to be fair and reasonable. Hirers will receive a copy of these Rules with their Agreement. The Hirer and their invitees are required to observe and comply with these Rules.

The Rules are subject to change and updating as may be required. The City will endeavour to bring any changes to the immediate attention of the Hirer and up to date versions will be posted on the City's website and hardcopies will be made available at the City's administrative offices.

## 2. DEFINITIONS

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For the purposes of this document:

**City** means the City of Busselton;

**Hire Period** means the dates and times specified in the Contract of Hire;

**Hirer** means a Person, a Body Corporate, Business or an Incorporated Association that have completed a Contract of Hire agreement with the City;

**Public Open Space** means the hired non-exclusive use area located in area identified on the Agreement.

## 3. CLEANING AND WASTE

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Hirer's are responsible for the disposal of their recyclable and non-recyclable rubbish into the bins provided at the Public Open Space. If no bins are provided then the Hirer must remove all rubbish from the Public Open Space.

Cleaning costs, waste removal costs or costs for the repair of damage will be charged in accordance with the terms of the Contract of Hire caused during the Hire Period.

## 4. INSURANCE

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If required by the City, the Hirer at its cost shall take out public liability insurance in a form and for an amount specified by the City. The Hirer must present the City with a copy of the certificate of currency of such insurance.

## **5. PARKING**

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All vehicles must be parked in designated parking areas and not on any grassed areas. Infringement notices may be issued. Please note that some areas have limited parking. Off street parking is available nearby either at metered or free period sites.

## **6. POWER**

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If power is available at the Venue and you require access, a request must be submitted in writing to the City within 14 days prior to the Hire Period.

Hirer's shall not use any electrical equipment that will cause the power supply to be overloaded or adversely affected in any way.

## **7. SIGNAGE**

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Subject to prior approval, freestanding signage may be used during the Hire Period. The use must be consistent with any signage policy that the City may have. Signage must not obstruct any access way.

## **8. SMOKING**

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If a playground is located within a Public Open Space, in accordance with the *Tobacco Products Control Act 2006*, smoking is not permitted within 10 meters of the playground.

## **9. PERMITTED USE**

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1. The Hirer shall not use the Public Open Space for any purpose other than the Approved Purpose. For the avoidance of doubt, access required for pre event set up, post event pack up and cleaning must only be carried out during the Hire Period.
2. Hirers will not carry on or permit to be carried on at the Public Open Space any unlawful or offensive activity or anything which may be a nuisance, annoyance or cause damage or loss to the City or any adjoining premises, or any other person.
3. Hirers will not;
  - i. leave anything which may have been brought onto the Public Open Space;
  - ii. leave on any power supply or leave water taps running in any location;
  - iii. damage any part of the Public Open Space or its immediate surroundings, if any damage is caused then the Hirer will be responsible for the repair or the cost of repair of such damage;
  - iv. do anything that may cause the Public Open Space to be vulnerable to fire

- v. or to allow anything to be done that will cause damage or create annoyance or inconvenience to occupiers of any adjoining areas or Public Open Spaces.
4. Hirers must be aware that music utilised in association with the hire of the Public Open Space may be in breach of the *Copyright Act 1968* unless the Hirer acquires the appropriate licence as specified by the APRA and Phonographic Performance Company of Australia (PPCA).
  5. The use of candles, candle lanterns and floating candle lanterns are strictly prohibited. These items result in unsightly litter and pose a serious bushfire risk. Infringement notices may be issued.
  6. Hirers must comply with all statutes, by-Laws or regulations relating to the Public Open Space.

## **10. WEDDINGS (if applicable)**

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- i. Wedding ceremonies only are permitted in public areas as designated in the Contract of Hire.
- ii. Bookings are for a maximum 2 hour period, allowing for set-up/pack-up, ceremony and photos.
- iii. Bookings at the Whalers Cove beachfront front area (near Gifford Rd and Lecaille Crt) near Dunsborough Holiday Apartments have a ceremony curfew of 6.00 pm
- iv. All directions issued by City of Busselton Rangers, authorised City of Busselton Officers or members of the Western Australian Police are to be undertaken.
- v. The City may limit the number of chairs permitted for ceremonies.
- vi. Only rice and flower petals may be used, paper confetti is prohibited.
- vii. If any structures are installed for the duration of the ceremony, they must comply with the *City's Policy 246 - Shelters and Structures on Local Government Property*. Any structure with a floor area greater than 15m<sup>2</sup> must not be installed without prior written consent of the City. A temporary structure includes but is not limited to windbreaks, beach umbrellas, gazebos or any other manufactured or DIY structure similar in style.
- viii. Wedding arches may be erected as per your Contract of Hire (if applicable), provided it does not block or restrict public access in any way and is secured safely. Any pegs used in grassed areas must not pierce the ground more than 300mm without prior application for line marking (at Hirers cost).
- ix. Public access must be maintained at all times and the roping off of areas is prohibited.
- x. Ceremonies must not damage coastal or natural environments. Environmentally sensitive areas which may suffer from increased activity will be excluded from Hire Agreements.

- xi. The City cannot guarantee the visual amenity of the Public Open Space at the time of hire, due to weather, maintenance and other environmental issues impacting on public areas.

#### **11. BOUNCY CASTLES (if applicable)**

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The City is able to give permission for a bouncy castle to be erected as detailed in your Contract of Hire (if applicable), provided public access is not blocked or restricted in any way and it is secured safely.

Any pegs used to secure the bouncy castle must not pierce the ground more than 300mm without prior application for line marking (at applicants cost) as this is the depth of reticulation and underground infrastructure.

Any damages as a result of the use will be at the cost of the Hirer.

The Hirer must return the location to its original condition.

#### **12. SAUSAGE SIZZLE (if applicable)**

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Please Note: A separate permit is required for a sausage sizzle if it is for commercial or fundraising purposes. If you wish to conduct a sausage sizzle for this purpose you are required to notify the City's Health Department and obtain a Temporary Food Permit prior to the event. The Health Department can be contacted on 08 9781 0471. Relevant fees are applicable.

### **CONTACT DETAILS FOR THE CITY OF BUSSELTON**

#### **BOOKINGS ENQUIRIES**

Venue Support Services

Phone: 08 9781 0383

[bookings@busselton.wa.gov.au](mailto:bookings@busselton.wa.gov.au)

#### **URGENT MAINTENANCE**

City of Busselton

Phone: 08 9781 0444

#### **MINOR MAINTENANCE**

City of Busselton

Email: [facilities@busselton.wa.gov.au](mailto:facilities@busselton.wa.gov.au)