

Pop Up Movie Trailer Booking Conditions of Use



The following meanings apply to these conditions:

"Agreement" means this agreement for the Booking and includes the Form, these conditions, the City's confirmation letter and any special conditions.

"Booking" means the arrangement for you to hire the facility subject to these Conditions once the City has accepted your application and issued you a confirmation letter

"City" means the City of Swan and includes its elected members, employees, volunteers, members and contractors.

"Pop Up Movie Trailer" means the City of Swan trailer and outdoor movie equipment you wish to hire as detailed on the Form.

"Facility" means any City of Swan facility you may be hiring for the booking of the movie trailer and equipment

"Fees" means the bonds and charges that apply to your Booking.

"Form" means this completed Application

"You" and "Your" refer to the person or entity hiring the trailer as detailed on the Form

SPECIAL CONDITIONS

1. The Organisation/Club making the booking must operate within the district of the City of Swan and be incorporated under the Associations Incorporations Act 2015
2. Entry to Pop Up Movie Trailer Events must be free
3. No alcohol may be sold or consumed at a Pop Up Movie Trailer Event
4. Any films shown must not have a censorship classification higher than 'PG'
5. All City facilities are a 'smoke free' environment

The City expects all persons hiring the trailer to comply with all relevant laws – see www.checkwwc.wa.gov.au

1) Applications and Hire Agreement

- a) By submitting the completed Form you are applying to book the Pop Up Movie Trailer for the days and dates and at the times detailed on the Form and for the purpose set out on the Form.
- b) The City, in its sole discretion, may accept your application and issue you a confirmation letter in which case an agreement will be formed for your Booking. Once an agreement has been formed you must pay the Bond and abide by the Conditions.
- c) The City may reject your application for any reason, or approve it subject to any special conditions that the City considers are appropriate.
- d) The City may cancel any part or the whole of your Booking at any time by written or oral notice. You will be entitled to a full refund of any Bond for any part of the Booking that is cancelled.

2) Pop Up Movie Trailer and Equipment

The Movie Equipment and Trailer are for hire on an "as is" basis. You must prepare the movie event for your requirements, including, but not limited to, power, security, first aid provision as per the City's Event Application requirements and have a confirmed booking within the district of the City of Swan

- a) You will forfeit all or part of the bond if
 - (i) the Trailer is damaged when it is in your care
 - (ii) the City incurs any time or cost as a result of your Booking
 - (iii) there are substantiated complaints in relation to your Booking
- b) You must obtain the City's prior written permission to operate any equipment requiring 3-phase power, including but not limited to, music equipment and jukeboxes.
- c) You must not use smoke machines, fog machines, bubble machines, slushy machines and naked flames or place the movie equipment in any situation where it could be damaged eg near water, flames, smoke or high winds
- d) You are responsible for all damage suffered as a result of the Booking. You must indemnify, and keep, the City indemnified against all claims arising from, and all damage and costs

incurred as a result of, your use of the Equipment.

- e) You must permit the City to access the Event, movie equipment and any City owned facility booked as part of the Event at all times during your Booking.

3) Bond

- a) You must pay the Bond upon acceptance of the Booking.
- b) You may pay any bond:
 - i) By credit card through a pre-approval authorisation of your credit card.
 - ii) By cash or EFT payment.
- c) The City reserves the right to require payment of any bond by cash or EFT payment
- d) If there are no claims for loss or damage the City will refund any bond within 15 days of the return of the equipment and subject to receiving your Bank Details

4) Compliance

- a) You must comply with all written laws including, but not limited to, the Public Health Act 2016, Local Government Act 1995, Working With Children (Criminal Record Checking) Act 2004 and the City of Swan local laws.
- b) In making this application you warrant that you will not infringe any intellectual property rights during the Booking.
- c) You must indemnify the City, and keep the City indemnified, against all claims arising from, and all damage and costs incurred as a result of a breach of a written law or an infringement of intellectual property rights.

5) Liquor

- a) Alcohol must not be sold or consumed or promoted at Pop Up Movie Trailer events

6) Health and Building Requirements

- a)
 - i) You must obtain all necessary Environmental Health and Building approvals in writing from the City if the event is a Public Event.
 - ii) You should contact the City's Environmental Health Team to discuss the requirements for a Public Event
 - iii) There may be time limits on making an application for approval to a Public Event

7) Security

- a) The City reserves the right to require you to obtain professional security or registered security guards for crowd control to protect the Pop Up Movie Trailer and Equipment (and if applicable the City facility) and to set the number of personnel required.

8) Public Liability

- a) You must obtain public liability insurance with a reputable insurer for a minimum of \$20M and provide evidence of the insurance policy to the City on demand.

