

Community Centres and Halls

Terms and Conditions of Hire - Regular



1. Basis of hire and use

- 1.1 The hirer may only use the venue for the purposes shown on the completed Application for Hire form. Only the specific rooms booked may be used and only for the days and times confirmed. Bookings are for a minimum of one hour and half-hour blocks thereafter.
- 1.2 An application form must be completed and returned to the City in order for any regular booking to be confirmed.
- 1.3 The hirer is responsible for ensuring all terms and conditions of hire are met at all times, by all participants.
- 1.4 Fifteen minutes set-up time immediately prior to the booking period and 15 minutes pack-up time immediately after the booking period will be provided free of charge. Hirers will be charged for any additional set up and/or pack up time required.
- 1.5 Special conditions may be imposed for some types of events at the discretion of the City of Rockingham. These may include the requirement to obtain permits, licences or approvals relevant to the booking.
- 1.6 The stated maximum capacity of the hired facility/room must not be exceeded at any time.
- 1.7 All community centres and halls have a closing time of midnight, with the exception of New Year's Eve where an extended time is permitted until 1.00am.
- 1.8 Applicants must be 18 years or older.
- 1.9 Our community centres and halls are not available to hire for 16th – 21st birthday parties.

2. Payment of bond and hire fees (including GST)

- 2.1 Regular bookings will not be confirmed until the cleaning and maintenance bond has been paid in full.
- 2.2 Regular hirers will be invoiced at the beginning of each month for the previous month's hire. Payment is due within 14 days from the date of the invoice. If payment is not received by the due date, action will be taken to recover amounts due.
- 2.3 Hirers who do not pay their accounts within the 14 day period may be required to pay for their bookings in advance or may have their bookings cancelled.

3. Refund of bond

- 3.1 The bond will be refunded by and electronic funds transfer, usually within two weeks from the date of the facility hire.
- 3.2 The bond will only be refunded to the individual / company that made the original bond payment, otherwise written confirmation will be required from the original payee.

3.3 The following fees and charges may be deducted from the bond:

- Additional facility hire time
- Repairs to the hired facility/equipment/surrounds
- Additional cleaning/decoration removal
- Additional call out
- Re-keying of the facility
- Security call-out fees

4. Increase in hire fees

4.1 Hire fees are set annually in June and come into effect on 1 July, subject to endorsement by Council. Any hire fee increase will apply to bookings already confirmed that remain unpaid.

5. Cancellation of bookings by hirer

5.1 Cancellation of a booking must be made in writing to the City of Rockingham.

5.2 Regular hirers will be required to pay 100% of the hire charges for any bookings cancelled within five business days of the booking. These charges will be included in the monthly invoice.

6. Cancellation of bookings by the City of Rockingham

6.1 The City may need to cancel or reschedule a booking to allow alternative use of the room or to undertake maintenance on that facility. In this instance, every effort will be made to ensure the hirer is given at least 21 days' notification to make alternative arrangements.

7. Indemnity and Insurance

7.1 The hirer is liable for all property damage and personal injury or death to third parties arising out of negligent acts or omissions by the hirer. As such, the hirer shall indemnify the City of Rockingham against:

- Loss of or damage to property of the City of Rockingham, including existing property
- Claims by any person against the City of Rockingham arising out of or as a consequence of the actions of the hirer.

7.2 The City of Rockingham 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 Rockingham's negligence.

7.3 Casual hirers will automatically be covered by the City of Rockingham's Casual Hirer's Liability Insurance against claims of negligence or omissions for third party property damage or third party injury or death resulting from the hirer's use of the hired facility. Cover is limited to \$10,000,000 and the hirer is liable for the \$500 excess. A casual hirer means any person or group of people (not being a sporting body, club, association, corporation or incorporated body) who hires a City facility for non-commercial or non-profit making purposes.

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- 7.4 All other hirers are required to provide evidence of public liability insurance which covers the hirer's activity for the duration of the hire.
- 7.5 The City of Rockingham's Casual Hirers Liability Insurance excludes, but is not limited to, the following:
- Employer's liability
 - Property in the casual hirer's physical care, custody or control. This exclusion shall not apply to premises which are hired from the City of Rockingham
 - Personal injury or property damage arising out of the ownership, maintenance or operation of any registered vehicle, aircraft or watercraft
 - Fines and penalties
 - Personal injury or property damage caused by or arising directly or indirectly out of or in connection with assault and battery committed by the casual hirer or at the casual hirer's direction unless reasonably necessary for the protection of persons or property
 - Liability for loss, injury, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with an act of terrorism.
- 7.6 The City of Rockingham must be notified in writing as soon as possible of every event involving personal injury or property damage which may result in a claim under this cover.
- ### 8. Cleaning
- 8.1 The venue will be inspected by a City officer or representative as required.
- 8.2 The hirer must clean the venue by completion of the 15 minute pack-up time. A cleaning inspection checklist is provided to all hirers.
- 8.3 Cleaning equipment will be provided to ensure that the venue is maintained in a clean and tidy condition. If the venue is left in an unsatisfactory condition that requires additional cleaning, the hirer will be charged for the service as per section 3.3.
- 8.4 All rubbish must be removed from the facility at the completion of the hire and disposed of in the external bins provided. The hirer must take with them any rubbish that will not fit in the bins provided.
- ### 9. Alcoholic beverages
- 9.1 Where alcohol is being sold, an Occasional Permit is required to be obtained from the Department of Racing, Gaming and Liquor. A copy of the permit must be supplied to the Bookings Officer prior to the function.
- 9.2 If the booking is a BYO function, hirers are required to ensure liquor is consumed in a responsible manner and that a range of non-alcoholic and low alcohol products as well as food is available. In addition, the hirer should ensure the appropriate behaviour of guests during the booking and consider the safe transport of guests at the conclusion of the booking.

10. Equipment

- 10.1 The setting up, stacking and storage of tables, chairs and other equipment is the responsibility of the hirer. For safety reasons, tables and chairs must be stacked as per instructions located in the storage room. Chairs and tables must be returned to the allocated storage area at the end of your hire period.
- 10.2 Furniture and equipment remains the property of the City and may not be removed at any time.
- 10.3 All furniture and equipment will be inspected by a City officer or representative at the completion of the booking period. Should any damage be caused as a result of the hire, the cost of repair of the damage will be deducted from the bond as per section 3.3.
- 10.4 Should the hirer require furniture or equipment in addition to that already provided, it must be supplied by the hirer at the hirer's expense and shall be the liability of the hirer.
- 10.5 All electrical equipment brought into the halls and community centres must be in a safe, working condition, tested and tagged by an electrician to ensure electrical compliance.
- 10.6 Kitchen facilities support re-heating only and do not support full meal preparation.

11. Other obligations

- 11.1 Prohibited items that must not be used within the premises: Barbecues, gas bottles, open flames, portable stoves or ovens, fireworks, kerosene or spirit-type lamps, and spit roasts. Candles may only be used if placed on a table and secured in a glass (or similar) holder.
- 11.2 No fire of any type may be lit in the surrounding grounds of any facility without the approval of the City.
- 11.3 Confetti, rice or glitter shapes are NOT permitted within halls or community centres or surroundings.
- 11.4 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 and cost of removal deducted from the bond as per section 3.3.
- 11.5 Drawing pins, nails, screws or adhesive tape must not be used to affix decorations. All decorations are to be completely removed after the event. If any items remain, the cost of removal may be deducted from the bond as per section 3.3.
- 11.6 The hirer is responsible for obtaining any permits required for the performance of any dramatic or musical work or the playing of any recorded material.
- 11.7 The hirer is responsible for any breakages, theft or damage caused to the venue or the venue's equipment resulting from the hirer's use of the venue. Should such an incident occur, the City's caretaker must be advised immediately. Associated costs will be charged as per section 3.3.

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- 11.8 Neither the City nor its employees shall be liable for any loss, theft or damage sustained by the hirer or any person associated with the booking.
- 11.9 Amplified music and general noise levels must be kept at a level that complies with the provisions of the Environmental Protection (Noise) Regulations 1997 and comply with any orders given by the City's Noise Abatement Officers.
- 11.10 Smoke machines, amusement rides, bubble makers, and bouncy castles must not be used within the community halls and centres, but may be used with permission within the grounds of the community halls and centres. Event lighting, portable bars and drink/slushy machines may only be used with the permission of the City.
- 11.11 The hirer must provide all first aid equipment and supplies required during the booking. No first aid equipment or supplies are provided in the hired facility.
- 12. Smoking**
- 12.1 No smoking is permitted in any City of Rockingham hall or centre or within seven metres of the premises. It is the responsibility of the hirer to ensure this condition is strictly enforced.
- 13. Admission and removal of individuals**
- 13.1 A City officer or representative may at any time at its absolute discretion refuse admission of any person(s) to the hired venue or direct any person(s) to leave the hired venue.
- 14. Storage**
- 14.1 Hirers must only store equipment in approved storage areas. Equipment must be clearly marked with hirers details.
- 14.2 Hirers are required to have adequate contents insurance should any items be stored at the facility. The City will not be held liable for any damage or loss of hirer's property.
- 14.3 The hirer will be required to keep the storage area clean and well maintained.
- 14.4 No flammable materials, chemicals or alcohol must be kept in storage areas without the permission of the City.
- 14.5 Immediately following a hirers final booking, the hirer will be required to remove any stored items from the facility. Should the City be required to remove stored items following a hirer's final booking, the costs associated with the removal will be deducted from the hirer's bond.
- 14.6 The City reserves the right to remove any item stored in a non-approved area. Any removed items will be stored at the City Depot (Crocker St, Rockingham) for a period of 10 working days after which, the items will be disposed of.

15. Special conditions of hire

15.1 Hillman Hall

For security purposes Hillman Hall has a large metal fence around it and also has some fencing along the verandas of the facility. To ensure safe passage from the facility in the event of an emergency, hirers are required to leave the access gate leading to the facility unpadlocked, unlocked and unobstructed at all times throughout the hire.

All gates must be closed and secured with the chain and/or padlocked on completion of the hire period.

15.2 Baldivis Community/Recreation Centre

Due to the proximity of Baldivis Community/Recreation Centre to the Baldivis Football Club, the facility is designated as a glass-free facility. Hirers are not permitted to bring glass into the facility or its surrounds.

16. Keys and alarms

16.1 Facility keys and alarm code will be made available to all regular hirers at their second booking.

16.2 A key bond of \$50 per key is payable upon key collection. Keys will not be provided without payment of the key bond.

16.3 Keys remain the property of the City and must be returned at the completion of the final booking. The key bond will be refunded once the key has been returned.

16.4 Failure to return keys following the final booking may result in the hirer being responsible for the cost of replacing or rekeying the relevant locks.

16.5 Should a hirer permit their keys or alarm codes to be used by persons not associated with the booking, the hirers' alarm code may be cancelled and the City may request the keys be returned.

16.6 Hirers who do not adequately secure the facility may have their alarm code removed from the facility and be required to return all keys to the City.

16.7 Should a City officer or representative be required to attend the facility during the hire period, a call out fee will apply as per the City of Rockingham community centre and public halls schedule of fees and charges and will be deducted from the bond as per section 3.3.

17. Prime booking periods

17.1 Fridays and Saturdays between 12pm and 12am are prime booking periods. Regular bookings during these times may be cancelled if the facility is required for an alternate one-off function. In this instance, where possible, the hirer will be given at least 21 days' notification and an alternative venue.