

## 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 room(s) booked may be used and only for the day(s) and time(s) confirmed. Any time required for setting up the venue or for cleaning up at the end of your event must be included in the period booked. The venue must be vacated by the time stated in the confirmation letter.
- 1.2 An application form must be completed and returned to the Youth Centre Administration Officer, at least 48 hours in advance of booking, in order for a booking to be confirmed.
- 1.3 The hirer or the hirer's representative is responsible for communicating all conditions of hire and directives from the City of Rockingham to all other individuals associated with the booking.
- 1.4 Bookings are for a minimum of one hour and half-hour blocks thereafter. If the agreed booking time is exceeded, additional hire fees payable will be invoiced to the hirer.
- 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 If a room is left set up overnight or across multiple days for a hirer, the hire fee will be applicable for all times the room is not available to be hired out to other users. The hirer is accountable for the room until the room is made available to be hired by another user.
- 1.7 The stated maximum capacity of the hired facility must not be exceeded at any time.
- 1.8 The Rockingham Youth Centre has a closing time of 6.00pm.
- 1.9 Applicants must be 18 years or older.
- 1.10 The Youth Centre is only available for hire to those wishing to deliver an event/service/activity to young people, or to those stakeholders who work in the youth sector.

## 2. Payment of hire fees (including GST)

- 2.1 Hirers will be required to pay via invoice from the City of Rockingham. Payment is due within 7 days of receiving the invoice.
- 2.5 Access to the venue will not be permitted unless all fees are paid in full and all booking conditions are met.

## 3. Increase in hire fees

- 3.1 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.

#### 4. Cancellation of bookings by hirer

- 4.1 Cancellation of a booking must be made in writing to the City of Rockingham, at least 48 hours prior to the hire period.

#### 5. Cancellation of bookings by the City of Rockingham

- 5.1 The City may need to cancel or reschedule a booking to allow alternative use of the facility or to undertake maintenance on that facility. In this instance, every effort will be made to ensure the hirer is given at least 7 days' notification to make alternative arrangements.

#### 6. Indemnity and Insurance

- 6.1 Regular hirers are required to provide evidence of public liability insurance which covers the hirer's activity for the duration of the hire.
- 6.2 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.
- 6.3 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.
- 6.4 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.
- 6.5 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.

6.6 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.

6.7 All hirers and participants of programs must be made aware of and adhere to the Youth Centre Guidelines.

## 7. Cleaning

7.1 The facility will be inspected by a City officer (or representative) as required.

7.2 The hirer is expected to tidy and pack away the venue by completion of the booking period. A cleaning inspection checklist will be provided to the hirer.

7.3 Cleaning equipment will be provided to ensure that the venue is maintained in a clean and tidy condition.

7.4 All rubbish must be disposed of in the bins provided. The hirer must take with them any rubbish that will not fit in the bins provided.

## 8. Alcoholic beverages

8.1 Alcoholic beverages are not permitted at the Rockingham Youth Centre.

## 9. Equipment

9.1 The setting up, stacking and storage of tables, chairs and other equipment is the responsibility of the hirer. Chairs and tables must be returned to the allocated storage area at the end of the hire period.

9.2 Furniture and equipment remains the property of the City and may not be removed from the Centre at any time.

9.3 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 invoiced to the hirer.

9.4 Should the hirer require furniture or equipment in addition to that which is already provided, it must be supplied by the hirer at the hirer's expense and shall be the liability of the hirer.

9.5 All electrical equipment brought into the Centre must be in a safe, working condition, tested and tagged by an electrician to ensure electrical compliance.

9.6 Kitchenette facilities support re-heating only and do not support full meal preparation.

## 10. Other obligations

- 10.1 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.
- 10.2 No fire of any type may be lit in the surrounding grounds of the facility without the approval of the City.
- 10.4 Signs may not be displayed or affixed to the facility by hirers except with the permission of the City.
- 10.5 Drawing pins, nails, screws or adhesive tape must not be used to affix decorations. All decorations are to be completely removed after the event.
- 10.6 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.
- 10.7 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 must immediately be advised.
- 10.8 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.
- 10.9 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. **Smoking**
  - 11.1 No smoking is permitted in any City of Rockingham facility or within seven metres of the premises. It is the responsibility of the hirer to ensure this condition is strictly enforced.
12. **Admission and removal of individuals**
  - 12.1 The City may at any time in its absolute discretion refuse admission of any person(s) to the hired venue or direct any person(s) to leave the hired venue.
13. **Storage space**
  - 13.1 The Centre does not provide any storage for hirers.
14. **High risk bookings – casual hirers only**
  - 14.1 Occasionally the City may deem a booking to be "high risk" which requires additional security arrangements.
  - 14.2 High risk bookings will be required to have a minimum of two licensed security providers on site at all times during the booking and must remain on site until all guests have departed at the conclusion of the booking. The hirer must provide a copy of the public liability insurance policy of the security provider along with an invoice for payment. The

City may deem that more than two licensed security providers are on site. The hirer will be responsible for all costs associated with the hire of licensed security providers.

## 15. Access arrangements

- 15.1 Centre staff will be on site to enable access and disable alarms.
- 15.2 Hirers will be given a swipe card for the duration of their hire. This must be returned to the Administration Officer at the conclusion of the hire period.

## 16. Hirers Compliance with COVID-19 Mandatory Vaccination Requirements

- 16.1 Hirers are aware that in accordance with the Western Australian Governments mandatory COVID-19 vaccination requirements, including directions made under the public Health Act 2016 (WA), the Rockingham Youth Centre is classified as a Group 1 facility due to the nature of the service provided.
- 16.2 Hirers declare that they are not permitted to enter the facility unless the Hirer and attendees of their hire have received both first and second dose of a COVID-19 vaccine registered by the Therapeutic Goods Administration, unless they are exempt from complying with the requirements.
- 16.3 Hirers are aware that the City of Rockingham may require the production of evidence of a workers vaccination status before a Hirer or attendees of a hire before they enter the site.

### Definitions:

- Casual Hirer: a once off booking.
- Regular Hirer: a booking that involves two or more dates (for example: booking a room once a week for a period of a month)