

1. Hire and Use

- 1.1 All hirers (regular and casual) are to comply with any COVID Public Health and Social Measures in effect on the date the booking is held. It is the responsibility of the hirer to supply their own hand sanitiser and other hygiene supplies for their attendees.
- 1.2 Bookings are for a minimum of one hour and then half hour blocks thereafter.
- 1.3 An application for hire form must be completed either in writing or on the phone with a Community Centre Officer. Bookings are not confirmed until official confirmation in writing from the City is received. The hirer can only use the venue for the purposes shown on the completed hire form. Room capacity restrictions cannot be exceeded.
- 1.4 Regular hire is deemed as users who book ten or more bookings within a twelve month period, complete an application for credit and opt to receive monthly invoices.
- 1.5 Regular hirers are allocated fifteen minutes set-up and pack-up time immediately before and after the booking period free of charge.
- 1.6 Hirers will be charged accordingly for overrunning their booking period and/or using areas of a facility that have not been paid for, including costs associated with security employed by the City to escort staff from the building.
- 1.7 16th through to 21st birthday parties are not permitted at the centre.
- 1.8 The venue is available from 6am to midnight but is closed all public holidays. Between Christmas Eve and New Year's Eve casual bookings are only available between 8am to 5pm.
- 1.9 Any user group marketing material needs to include a contact phone number for your organisation or business and NOT the phone number and/or email address of Mary Davies Library and Community Centre.
- 1.10 Hirers are responsible for the behaviour of their participants around the carpark and must ensure that parents and carers park in marked bays when dropping off and collecting their children and must not queue in the thoroughfare.

2. Bond, Hire Fees (including GST) and Bond Returns

- 2.1 For casual hirers the payment of bond and hire fees are required two weeks prior to the booking. Non-payment of hire fees will lead to the cancellation of bookings.
- 2.2 For regular hirer bookings the bond and first month's hire is required two weeks prior to the first booking. Non-payment of hire fees will lead to the cancellation of bookings.
- 2.3 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 made within this time, your booking may be reviewed.
- 2.4 Hire fees are reviewed annually by the City with any changes becoming effective on 1 July. Any hire increase will apply to bookings already confirmed that remain unpaid.
- 2.5 Bonds will only be refunded to a bank account in the individual's or company name that made the original bond payment.

- 2.6 Bond will be returned within three weeks of your final booking, dependant on receipt of a completed bond refund application form; provided the City does not incur additional costs from your hire period. Additional costs may include, but is not restricted to cleaning, maintenance, exceeding hire period, security call out, damage to city assets.
- 2.7 Bonds cannot be refunded back onto a credit card.
- 2.8 All outstanding accounts must be paid in full before Bond can be refunded.

3. Cancellation of Bookings

- 3.1 Cancellation of a booking must be made in writing to the City.
- 3.2 Hirers will not be refunded hire fees for any bookings cancelled within seven days of the booking.
- 3.3 The City may need to cancel or reschedule bookings; where possible the hirer will be given 21 days notification and an alternative venue.

4. Public Liability Insurance

- 4.1 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.
- 4.2 Regular hirers must provide evidence of their Public Liability Insurance prior to confirmation of booking and provide a copy of any insurance renewal during the hire period, prior to expiry of the previous policy.
- 4.3 Casual and regular hirers who are incorporated bodies, sporting clubs/associations and commercial groups or commercial-type bookings must have Public Liability Insurance cover to a level not less than \$10 million.
- 4.4 Regular hirers who are other non-profit/community groups must have cover to a level not less than \$5 million. When required, evidence of Public Liability Insurance must be provided prior to commencement of the hire.

5. Music

- 5.1 Hirers playing music in their classes are required to comply with the Copyright Act and hold the appropriate APRA AMCOS licence or equivalent. A copy of the relevant license or supporting documents must be provided prior to commencement of hire.

6. Cleaning

- 6.1 The venue must be left in a clean and tidy condition.

- 6.2 The hirers must have cleaned and be ready to exit the areas they have hired by completion of their booked time.
- 6.3 The City and/or caretaker are the sole authority on the cleanliness and condition of areas used by hirers upon completion of a booking.
- 6.4 All rubbish must be removed from the facility at the completion of the hire and disposed of in the bins provided in the bin area. The hirer must take with them any rubbish that will not fit in the bins provided.

7. Equipment

- 7.1 The setting up and storage of tables, chairs and other equipment is the responsibility of the hirer. Equipment must be packed away in the allocated storage area or in the areas where the equipment was found.
- 7.2 Any damage needs to be reported to the staff onsite immediately.
- 7.3 Furniture or equipment required other than that already provided within the community centre must be supplied by the hirer at the hirer's expense, shall be the liability of the hirer and approval to bring the equipment in sought prior to the booking.
- 7.4 Hire companies providing extra equipment for your booking must be met on site, both at delivery and collection times, by a member of your organisation/group. Room hire charges will apply from the time hire equipment is delivered to when it is collected.
- 7.5 All electrical equipment brought into the community centre must be in safe working order.
- 7.6 Kitchen facilities support re-heating only and do not support full meal preparation.

8. Storage

- 8.1 There is limited storage available for regular users at the venue. A temporary storage application should be made in writing to the Community Centre Officer at Mary Davies Library and Community Centre. On approval of this request, hirer's equipment can be stored.
- 8.2 Equipment is stored at the hirer's risk and storage areas should remain locked.
- 8.3 Storage areas should be kept clean and orderly.
- 8.4 Upon ceasing use of a community facility, hirers have five days to remove their equipment. After this time the City will dispose of anything not removed and the hirer may be charged.

9. City of Rockingham's Responsibilities

The City will:

- 9.1 Endeavour to provide safe, clean and tidy facilities.
- 9.2 Consider all reasonable hirer requests.
- 9.3 Keep hirers informed of changes that may impact their booking.

- 9.4 Ensure staff deal with requests swiftly and politely.
- 9.5 Comply with the COVID Public Health and Social Measures in effect

10. Smoking

- 10.1 Smoking is strictly prohibited inside all Council facilities. Smoking is prohibited in the outdoor play space in the Paperbark room. Smoking must be restricted to outdoor car park areas only, 7 metres from the entrance/exit, and any discarded butts disposed of appropriately.

11. Alcohol

- 11.1 Where alcohol is being sold, an Occasional Permit must be obtained from the Department of Racing, Gaming & Liquor. A copy of the Certificate of Approval must be supplied to the City of Rockingham prior to the function.
- 11.2 Where alcohol is being served (BYO or sold), one adult present must hold a Responsible Service of Alcohol (RSA) certificate and one licenced Crowd Controller per 50 guests for functions with 50 plus guests must be engaged by the hirer at the hirer's expense for the whole period of the booking
- 11.3 No alcohol is permitted to be consumed in any of the outdoor areas surrounding Community Centre facilities. It is the responsibility of the hirer to ensure this condition is strictly enforced.
- 11.4 Upon receiving a completed Application Hire Form, the City may deem a booking to be 'high risk'. In this instance the City will insist hirers employ one licenced Crowd Controller per 50 guests at their own cost for the whole period of the booking. A WA Police Party Registration Form will also need to be submitted to the Community Centre Officer. A professional cleaning service will also be required to clean after the function has finished.
- 11.5 The City reserves the right to refuse or cancel high risk bookings.

12. Hirer's Responsibilities

- 12.1 The hirer must be in attendance at all times during the period of the booking.
- 12.2 Hirers are not permitted to affix permanent signs. Temporary signage must only be in place during the period of the booking and must be approved by Community Centre Officers.
- 12.3 Neither the City nor its employees/volunteers shall be liable for any loss, theft or damage sustained by the hirer or any person attending a City facility during a period of hire.
- 12.4 Hirers are responsible for the behaviour of individuals, including children, attending City facilities during their agreed booking times. Admission and removal from a facility is strictly at the discretion of the City and/or caretaker. Children must remain within the hired spaces and be supervised by parents/guardians at all times.
- 12.5 All City facilities close at midnight. The Hirer is responsible for ensuring their group vacate the premises by midnight, inclusive of pack up by third parties (caterers, entertainment, D.J., decorators etc)

- 12.6 Prohibited items: Barbeques, gas bottles, open flames, portable stoves and ovens, fireworks, kerosene or spirit-type lamps, spit roasts must not be used within the premises and surrounding areas. Helium balloons and bubbles are not to be taken into the centre. Candles may only be used if battery operated except for birthday cake candles.
- 12.7 No fire of any type may be lit in the surrounding grounds of the Community Centre without the approval of the Community Centre Officer at Mary Davies Library and Community Centre.
- 12.8 Confetti, rice, glitter or glitter shapes are NOT permitted within the Community Centre or surroundings.
- 12.9 All decorations are to be free standing and are to be completely removed after the event. Drawing pins, blu-tac, nails, screws or adhesive tape must not be used to affix decorations. If any items remain, the cost of removal may be deducted from the bond.
- 12.10 Helium balloons are not permitted in the centre.
- 12.11 Performing rights: 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.
- 12.12 Breakages, theft or damage: 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
- 12.13 Noise: Amplified music and general noise levels must be kept at a reasonable level that will not disturb people living near the venue. The Hirer must comply with the provisions of the Environmental Protection Act (Noise) and comply with any orders given by the City of Rockingham Noise Abatement Officers.
- 12.14 Amusement rides; bubble makers, bouncy castles and smoke machines must not be used within the Community Centre.
- 12.15 Event Lighting, Portable Bars, and Drink/Slushy Machines may only be used with the permission of the Community Centre Officer at Mary Davies Library and Community Centre.
- 12.16 Hirers are requested to be mindful of any inconvenience that may be caused to surrounding residents by activity attendees parking outside of the designated facility parking area. All care must be taken not to park on residential verges, damage private lawns or irrigation sprinkler systems.