

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 At the time of booking all hirers must sign and return a completed application form as relevant to the booking to Tourism Rockingham. Bookings will not be confirmed until this requirement has been satisfied. Tentative bookings will only be held for a period of ten working days.
- 1.3 Fees and charges for hire of the centre are charged as relevant in accordance with the Gary Holland Community Centre (GHCC) Schedule of Fees and Charges.
- 1.4 The hirer, or the hirer's representative is responsible for communicating all conditions of hire and directives from Tourism Rockingham to all other individuals associated with the booking.
- 1.5 Bookings are for a **minimum of one hour and in half hour periods thereafter.** If the agreed booking time is exceeded the additional hire fees payable will be deducted from the refund of the bond.
- 1.6 All hirers will be charged the setup fee at the commencement of their setup time until their function starts. The applicable room hire fee will then apply for the duration of the function. If a room is left set up overnight or across multiple days, the setup 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 centre has a closing time of midnight, with the exception of New Year's Eve where an extended time is permitted until 1am.
- 1.8 Applicants must be 18 years or older. Proof of age may be required.
- 1.9 The stated maximum capacity of the hired room must not be exceeded at any time.
- 1.10 All bookings for hire of space at the centre are at the discretion of Tourism Rockingham, and from time to time may need to cancel or reschedule a booking to allow alternative use of the room. In this instance, every effort will be made to ensure the hirer is given at least 21 days notification to make alternative arrangements.

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

- 2.1 Fees for regular hirers will be calculated and invoiced at the beginning of the month for the previous month's hire. Invoices have a 14 day payment period and if payment is not received by the due date, action will be taken to recover

amounts due. Initial access to the facility is granted subject to payment of the bond, and thereafter subject to invoices being paid by the due date.

- 2.2 For casual hirers, the hire fees must be paid in full to secure the booking and the bond must be paid no less than 14 days before the booking.
- 2.3 Access to the venue will not be allowed unless all charges are paid in full and all booking conditions are met.

3. Refund of bond

- 3.1 The bond will be refunded by electronic funds transfer, usually within two weeks from the date of the booking.
- 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 staff time and call out fee
 - Re-keying of the facility
 - Security call-out fees.

4. Increase in hire charges

- 4.1 Hire charges are set annually in late June for the following financial year commencing on 1 July, subject to endorsement by Council. Any increase will apply to bookings already confirmed that remain unpaid.

5. Cancellations

- 5.1 Cancellation of a booking must be made in writing to Tourism 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.
- 5.3 Casual 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 deducted from the bond as per 3.3.
- 5.4 If for unforeseen circumstances a booking is cancelled within the five day business period of the booking, Tourism Rockingham, at its discretion, may reimburse the hire charges.

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. If a sporting body, club, association, corporation or incorporated body is hiring a room on a casual basis they will require proof of public liability insurance.
- 6.3 The City of Rockingham's casual hirer's 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.
- 6.4 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 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.
- 6.6 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.

7. Council/civic functions

- 7.1 Tourism Rockingham reserves the right to cancel a booking, regular or casual, if the facility is required for an official function approved by the City of Rockingham. Every effort will be made to ensure the hirer has 21 days or more notification to make alternative arrangements if this should occur.

8. Peak booking periods

- 8.1 Hirers are reminded that the main hall is primarily designed as a function venue therefore it is anticipated that there will be high demand for this venue on Fridays, Saturdays and Sundays. Regular bookings after 1pm are likely to be cancelled frequently if the space is required for an alternate one-off function. In this instance, every effort will be made to ensure the hirer has at least 21 days notification to enable alternative arrangements to be made.
- 8.2 Regular weekly bookings for the GHCC in part or in entirety will not be accepted on Saturdays or Sundays.
- 8.3 The venue is closed on all public holidays and is not available for hire.

9. Cleaning

- 9.1 The venue will be inspected by an officer or representative as required.
- 9.2 The hirer is expected to clean the venue by completion of the booking period. A cleaning inspection checklist will be provided to the hirer and all actions on the list must be completed by the hirer.
- 9.3 Cleaning equipment will be provided to ensure that the venue is maintained in a clean and tidy condition. An excess cleaning fee will be charged and deducted from the bond if the venue is left in an unsatisfactory condition. If such costs exceed the amount of the bond paid, the additional amount must be paid within 30 days of the date of the event.
- 9.4 All rubbish must be removed from the facility at the completion of the hire and disposed of in the Council bins provided. The hirer must take with them any rubbish that will not fit in the bins provided.

10. Alcoholic beverages (where applicable)

- 10.1 Where alcohol is being served, an Occasional Permit may need to be obtained from the Office of Racing, Gaming and Liquor. A copy of the Certificate of Approval must be supplied to Tourism Rockingham prior to the function.
- 10.2 Alcohol must be served in accordance with the Council's Alcohol Policy, which can be obtained from Council's Environmental Health Services. The sale and/or consumption of alcohol is only permitted with the expressed permission of Tourism Rockingham.

- 10.3 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.

11. Equipment

- 11.1 **Chairs and tables:** 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. The hirer must assemble the tables 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.
- 11.2 **Portable stage:** The moving and setting up of the portable stage and associated equipment is the responsibility of the hirer. Instructions for the assembly of the portable stage will be provided to the hirer and must be followed to avoid damage to the equipment. The portable stage, if moved, must be returned to its original position in the hall at the end of the hire period.
- 11.3 **Portable dance floor:** The setting up and storage of the portable dance floor and associated equipment is the responsibility of the hirer. Instructions for the assembly of the dance floor will be provided to the hirer and must be followed to avoid damage to the dance floor. The dance floor must be cleaned prior to packing it up and returning it to the allocated storage area at the end of the hire period.
- 11.4 Care must be taken when transporting and positioning tables, chairs, portable staging and the portable dance floor to ensure no damage is caused to the equipment, walls or floors.
- 11.5 All centre furniture and equipment remains the property of the City of Rockingham and may not be removed from the Centre at any time.
- 11.6 All furniture and equipment will be inspected by an officer or representative of Tourism Rockingham on completion of the booking period. Should any damage be caused as a result of the hire, the cost of repair for the damage will be deducted from the bond. If such costs exceed the amount of the bond paid, the additional amount will be invoiced and must be paid within 30 days.
- 11.7 Furniture or equipment required other than that already provided within the centre, must be supplied by the hirer at the hirer's expense and shall be the liability of the hirer. **Such equipment must be removed at the end of the booking period.**
- 11.8 All electrical equipment brought into the centre must be tested and tagged by an electrician to ensure electrical compliance.
- 11.9 Hirers are not permitted to use equipment belonging to another hirer, which may be located within the facility without the prior consent of the equipment owner.

12. Storage

- 12.1 Allocation and use of the loading dock area for temporary storage of items will be at the discretion of Tourism Rockingham. Space in the loading dock area may be allocated immediately prior to and at the conclusion of a booking, subject to availability.

13. Hirers other obligations

- 13.1 Prohibited items that must not be used within the premises: any type of barbecue, gas bottles, open flames, portable stoves or ovens, fireworks, kerosene or spirit-type lamps, spit roasts and smoke or fog machines. Candles may only be used if placed on a table and secured in a glass (or similar) holder. Plants and soils may only be used in flower arrangements with the permission of Tourism Rockingham.
- 13.2 No fire of any type may be lit in the surrounding grounds of the venue without the approval of Tourism Rockingham.
- 13.3 Confetti, rice, glitter or glitter shapes are **not** permitted within the venue or surroundings.
- 13.4 Signs may not be displayed by hirers except with the permission of Tourism Rockingham. Any non-complying sign or notice may be removed and cost of removal deducted from the bond.
- 13.5 **Nothing may be affixed to the walls, ceiling or floor** and no markings may be made on the walls, ceiling or floor.
- 13.6 **Decorations; drawing pins, nails, screws, 'blu-tack'** or similar 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.
- 13.7 **Helium balloons must be tied down** and not allowed to rise to ceiling otherwise removal costs may be incurred. Helium gas cylinders are **not** permitted within the centre.
- 13.8 **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.
- 13.9 **Breakages, theft or damage:** The hirer is responsible for any breakages; theft or damage caused to the venue or supplied equipment resulting from the hirers use of the Centre. Should such an incident occur, the Tourism Rockingham must be advised immediately. Where such loss exceeds the amount of the bond paid, the additional costs will be invoiced and must be paid within 30 days. The City of Rockingham, Tourism Rockingham or their representatives are not liable for any loss, theft or damage sustained by the hirer or any person associated with the hirer or attending the event.

- 13.10 No smoking is permitted within the centre or within seven metres of the premises. It is the responsibility of the hirer to ensure this condition is strictly enforced. Any cigarette butts in the **surroundings of the building are to be collected and placed in external bins.**
- 13.11 **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 apply with any orders given by a City of Rockingham Noise Abatement Officer. Tourism Rockingham reserves the right to turn down music if considered excessive.
- 13.12 Children under the age of 12 are not allowed to enter the kitchen, tea preparation or bar areas. Children under the age of 12 are to be supervised at all times in the foyer and lift areas.

14. Admission and removal of individuals

- 14.1 A Tourism Rockingham officer or representative may at any time in its absolute discretion refuse admission of any person(s) to the centre or direct any person(s) to leave the centre.

15. Hire risk bookings

- 15.1 Occasionally the Tourism Rockingham may deem a booking to be “high risk” which requires additional security arrangements.
- 15.2 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 a copy of a payment receipt. Tourism Rockingham reserves the right to cancel the booking if proof of payment has not been supplied prior to the event. Tourism Rockingham 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.
- 15.3 A WA Police party registration form must be completed.

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 at the City of Rockingham Administration building. Keys will not be provided without payment of the key bond.
- 16.3 Keys remain the property of the City of Rockingham or its representative, being Tourism Rockingham 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 Tourism Rockingham 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 Tourism Rockingham.
- 16.7 Should a Tourism Rockingham officer or representative be required to attend the facility during the period of hire of a regular hirer, 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.