

TERMS AND CONDITIONS OF HIRE



MARY DAVIES LIBRARY AND COMMUNITY CENTRE

1. Hire and Use

- Bookings are for a minimum of one hour and then half hour blocks thereafter.
- An application for hire form must be completed and returned. 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.
- Regular hire is deemed as ten or more bookings within a twelve month period.
- Regular hirers are allocated fifteen minutes set-up and pack-up time immediately before and after the booking period free of charge.
- 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.
- Regular weekly bookings for Carnaby Function Hall, in part or in entirety, will not be accepted on Friday evenings after 6pm, Saturdays after 12 noon or Sundays.
- Regular weekly bookings for Boobook Children's Room will not be accepted on Saturdays or Sundays after 12 noon.
- 16th to 21st birthday parties are not permitted at the centre.
- The venue is closed on all public holidays and is not available for hire.
- Any user group marketing material, either online or hard copy, 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.

2. Hire Fees (including GST) and Bond

- Payment of bond is required two weeks prior to the booking. Casual bookings will not be confirmed until the hire fees and bond have been paid. For regular bookings only the bond is required.
- 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.
- Hire fees are reviewed annually by the City with any changes becoming effective on 1 July.

3. Bonds

- Bond will only be refunded to the individual/company that made the original bond payment, otherwise written confirmation will be required directly from the original payee. 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. Please note bonds cannot be refunded back on to a credit card.

4. Cancellation of Bookings

- Cancellation of a booking must be made in writing to the City.
- Hirers will be required to pay 100% of the hire fees for any bookings cancelled within seven days of the booking.
- The City may need to cancel or reschedule bookings; where possible the hirer will be given 21 days notification and an alternative venue.

5. Public Liability Insurance

- 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.
- 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.
- 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.
- Casual hirers may be covered by the City of Rockingham Casual Hirer's Liability Insurance. Further details can be provided on request.

6. Music

- 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.

7. Cleaning

- Cleaning equipment will be provided to ensure that the venue is left in a clean and tidy condition.
- The hirers must clean areas they have hired by completion of the provided pack up time.
- The City and/or caretaker are the sole authority on the cleanliness and condition of areas used by hirers upon completion of a booking.

8. Equipment

- 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.
- Furniture or equipment required other than that already provided within the community centre must be supplied by the hirer at the hirer's expense and shall be the liability of the hirer.
- 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 may apply from the time hire equipment is delivered.
- All electrical equipment brought into the community centre must be in safe working order.
- Kitchen facilities support re-heating only and do not support full meal preparation.

9. Storage

- There is limited storage available for regular users at the venue. Storage requests should be made in writing to the Coordinator Mary Davies Library and Community Centre. On approval of this request, hirer's equipment can be stored.
- Equipment is stored at the hirer's risk and storage areas should remain locked.
- Storage areas should be kept clean and orderly.
- 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.

10. Resources for Communal Use

- Any resources and equipment provided for general use must be returned to the allocated storage area at the end of your hire period.
- Any damage needs to be reported to the staff onsite immediately.

11. City of Rockingham's Responsibilities

- The City will:
 - i. Endeavour to provide safe, clean and tidy facilities.
 - ii. Consider all reasonable hirer requests.
 - iii. Keep hirers informed of changes that may impact their booking.
 - iv. Ensure staff deals with requests swiftly and politely.

12. Smoking

- Smoking is strictly prohibited in all Council facilities. Smoking is prohibited in the outdoor play space in the Boobook Room and courtyards at Mary Davies Library & Community Centre. With the exception of the areas listed above, smoking must be restricted to outdoor areas only and any discarded butts disposed of appropriately.

13. Alcohol

- 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.
- Where alcohol is being served (BYO or sold), one adult present must hold a Responsible Service of Alcohol (RSA) certificate and one licenced security guard per 50 guests must be engaged by the hirer at the hirer's expense.
- No alcohol is allowed in the Boobook Children's Activity Room.

14. Hirer's Responsibilities

- The hirer must be in attendance at all times during the period of the booking.
- Hirers must seek prior approval from the Coordinator Mary Davies Library and Community Centre before using equipment other than that which is already provided at facilities.
- 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.
- 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.
- 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.
- 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 security guard per 50 guests at their own cost. 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.
- The City reserves the right to refuse or cancel high risk bookings.
- 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)
- 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.

- No fire of any type may be lit in the surrounding grounds of the Community Centre without the approval of the Coordinator Mary Davies Library and Community Centre.
- Confetti, rice, glitter or glitter shapes are NOT permitted within the Community Centre or surroundings.
- Decorations: Drawing pins, blu-tac, nails, screws or adhesive tape must not be used to affix decorations. All decorations are to be free standing and are to be completely removed after the event. If any items remain, the cost of removal may be deducted from the bond.
- 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.
- 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
- 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.
- Amusement rides; bubble makers and bouncy castles must not be used within the Community Centre, but may be used with permission within the grounds of the Community Centre. Event Lighting, Portable Bars, and Drink/Slushy Machines may only be used with the permission of the Coordinator Mary Davies Library and Community Centre.
- Smoke machines must not be used within the Community Centre.
- 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. There is a 38 bay carpark, including disabled parking, located on the west side of the building. All care must be taken not to park on residential verges, damage private lawns or irrigation sprinkler systems.