

### 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 Bookings Officer 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 deducted from the bond.
- 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 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 16<sup>th</sup> – 21<sup>st</sup> birthday parties.

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

- 2.1 The hire fees must be paid in full to confirm the booking and the bond must be paid no later than 14 days before the booking.
- 2.2 Access to the venue will not be permitted unless all fees are paid in full and all booking conditions are met.

### 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. Non-payment of hire fees will lead to the cancellation of booking(s).
5. Cancellation of bookings by hirer
- 5.1 Cancellation of a booking must be made in writing to the City of Rockingham.
- 5.2 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.
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 facility 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,

# Community Centres and Halls

## Terms and Conditions of Hire - Casual



corporation or incorporated body) who hires a City facility for non-commercial or non-profit making purposes.

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 facility will be inspected by a City officer (or representative) and the hirer at the commencement and conclusion of the hire period.

8.2 The hirer is expected to clean the venue by completion of the booking period. A cleaning inspection checklist will be provided to the hirer.

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 bins provided in the bin area. 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.

# Community Centres and Halls

## Terms and Conditions of Hire - Casual



9.2 If the booking is a BYO function, the hirer is 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 the hire period.

10.2 Furniture and equipment remains the property of the City and may not be removed from the halls and community centres 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 which is 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 facilities 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.

# Community Centres and Halls

## Terms and Conditions of Hire - Casual



- 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 of Rockingham must be advised immediately. Associated costs will be charged as per section 3.3.
- 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 facilities.
- 12. Smoking**
- 12.1 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.
- 13. Admission and removal of individuals**
- 13.1 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.
- 14. High risk bookings**
- 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.
- 14.3 A WA Police Party Registration Form must be completed and provided to the City to enable the booking to be confirmed.

### 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 their hire.

#### 15.2 Baldivis Community/Recreation Centre

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

### 16. Access arrangements

16.1 A City officer (or representative) will meet the hirer at the facility at the commencement of the hire period and at the completion of the hire period. Should the City officer (or representative) be required to attend the facility at any other time during the booking a call out fee will apply as per the City of Rockingham Community Halls and Centres Schedule of Fees and Charges and will be deducted from the bond as per section 3.3.

16.2 Hirers are required to contact the City no less than three days prior to the date of the booking on the phone number provided in the correspondence regarding the booking.