

# City of Kwinana

## Terms and Conditions of Hire

### 1. Basis of Hire

- 1.1. The hirer may only use the venue for the purposes approved by the City of Kwinana. Only the specific room(s) booked may be used and only the day(s) and time(s) confirmed. Successful application DOES NOT grant sole use of any outdoor space or shared use spaces (i.e. Foyers and kitchens).

Any time required for set up and cleaning up at the end of your event must be included in your booking time. The venue must be vacated by 12AM (midnight).

- 1.2. The hirer or the hirer's representative is responsible for communicating all conditions of hire and directives from the City of Kwinana to all other individuals associated with the booking.
- 1.3. Minimum booking time is one hour, with increments of half an hour charged thereafter.
- 1.4. Applicants must be over 18 years of age and proof of age is required. Proof of identity is required for all bookings.
- 1.5. Special conditions may be imposed for certain types of events. This is at the discretion of the City of Kwinana.

### 2. Booking Form

- 2.1. Usage of the City's facilities must be applied for by completing in full the relevant application form and returning the completed form(s) to City of Kwinana, PO Box 21 KWINANA WA 6966. This must be received within 10 days of the booking to enable time for the booking to be processed, 21 days for bookings requesting alcohol permits.
- 2.2. A regular hirer is deemed to be a hirer who applies for 12 or more bookings per financial year.

### 3. Confirmation of Booking

- 3.1. All applicants must follow the procedures outlined in this *Conditions of Hire*.
- 3.2. The hirer will be responsible for ensuring the use of the facility complies with the approved purpose and all other conditions of hire.
- 3.3. Any hirer granted approval to use a City of Kwinana facility is at no time permitted to sub-lease or make it available for hire to any other individual or group.
- 3.4. Unauthorised use or entry to a facility at any time without the written consent from City of Kwinana may result in legal implications, additional charges and put future bookings at risk.
- 3.5. Bookings will be held tentatively for 10 working days only once a completed application is received. Completed application and payment of hire fees must be received to confirm a casual booking. Completed application form and payment of bond must be received to confirm a regular hire and before keys to the facility can be collected. Hire fees can be invoiced or due prior to each booking.
- 3.6. The hirer will be notified of confirmation of their booking in writing. Confirmation will be in the form of a letter which the hirer will need to keep as proof of booking and this must also be provided to collect keys. No booking is valid until written confirmation is sent and bond payment is made.

#### **4. Schedule of Fees and Bond Payments**

- 4.1. For casual hirers, hire fees must be paid in full to confirm the booking and bond must be paid in full prior to booking. Access to the venue will not be allowed unless bond and all fees are paid in full and all booking conditions are met. For regular hirers, the bond must be paid to confirm the booking and the hirer may be invoiced for fee's and charges on a monthly basis. Payment of invoices will be required within the timeframe set out on the invoice but no later than one week prior to the first booking date of the month.
- 4.2. Bond amounts are in accordance with the adopted *Schedule of Fees and Charges*. These will be reviewed annually as part of the standard City of Kwinana budgetary process.
- 4.3. Failure to comply with the Terms and Conditions outlined in this document may result in the forfeiture of all or a portion of your bond.
- 4.4. Hire charges are set annually around July for the following financial year commencing on the 1 July. Any increase will apply to bookings already confirmed that remain unpaid.
- 4.5. According to City of Kwinana Council Policy, public open space areas when used for passive recreation activities do not incur a hire fee.

- 4.6. Bookings will be subject to a risk assessment which will be conducted in conjunction with the hirer and the Bookings Officer. Bookings assessed as a high risk will be subject to a higher to the highest bond. High risk bookings may include but not limited to one or more of the following: milestone events; alcohol provision' numbers greater than 50 people; open invite; bookings held after 6pm/bookings held for longer than 4 hours; non staffed venue; and equipment likely to cause damage.
- 4.7. All hire fees are determined by the purpose of the hire. Hires are broken down to the following three categories:
- Function – An official or formal social gather or ceremony not limited to but including celebrations, birthdays, engagements, family gatherings, quiz nights and performances.
  - Activity – A group of people in a lesson, seminar or class. Includes but not limited to demonstrations, dance, exercise classes and art activities.
  - Meeting – An assembly of people for a particular purpose, the planning of activities, making decisions or carrying out actions already agreed upon. Includes but not limited to AGM or committee meeting.

## **5. Refund of Bond**

- 5.1. If there is no damage to the facility or equipment or additional costs arising from the hire, the bond will automatically be refunded by cheque, usually within six weeks from the last date of the booking.
- 5.2. The hirer acknowledges that failure to comply with all or any of these conditions, including the completion of Financial Institution details for bank refund or details for cheque refund, if a cheque has to be reissued for any reason there will be a charge to hirer which may result in forfeiture of all or a portion of the bond. The City reserves its right to impose additional charges for cleaning and/or repair of any damages resulting from the hire. The Hirer also acknowledges that a breach of the hire arrangement may result in the City refusing to agree to any future hiring to the applicant, including any confirmed future bookings.
- 5.3. The following fees and charges may be deducted from the bond:
- Additional hire time
  - Repairs to the hired facility/equipment/surroundings
  - Additional cleaning
  - Security call outs

## **6. Booking Cancellations by Hirer or City of Kwinana**

- 6.1. Cancellations by the hirer must be made in writing to the City of Kwinana.
- 6.2. Cancellations by the hirer within 5 working days of the booking date will forfeit 100% of hire fee.
- 6.3. All bookings for hire of space are at the discretion of the City of Kwinana. On occasion, the City may need to cancel or reschedule a booking to allow alternative use of the room, or may need to close a facility or restrict space within a facility to undertake maintenance or repairs. In this instance, every effort will be made to ensure the hirer is given at least twenty one (21) days notification to make alternative arrangements.

## **7. Usage Times**

- 7.1. Approval to use a City of Kwinana facility applies only to the times and dates outlined on the booking confirmation letter.
- 7.2. You must allow for set-up and clean-up times on your relevant application form.
- 7.3. If the function extends past the approved time, additional hire fees will be charged. This is also subject to below.
- 7.4. Under no circumstances is any function to extend beyond midnight. The premises must be vacated and no loitering is permitted.
- 7.5. City of Kwinana facilities are generally not available for hire on public holidays.
- 7.6. Any bookings which occur outside of the Kwinana Recquatic Centre's normal operating hours will incur additional charges.

## **8. Attendance Capacities**

- 8.1. Attendance must not exceed the accommodation capacities determined by the City of Kwinana's department of Environmental Health. In the event that such numbers are exceeded, the booking will be cancelled.

## **9. Advertising**

- 9.1. The hirer must not advertise their private function / party by any medium including fliers, newspapers, posters, social media or the Internet without the prior consent of the City of Kwinana obtained in writing.

- 9.2. Signs may not be displayed or affixed to any facility by hirers except with the permission of the City of Kwinana.

## **10. Keys**

- 10.1. The Hirer will be required to pay a \$50 call out fee in accordance with City's Schedule of Fees if keys are lost, misplaced or not returned in time for the next booking.
- 10.2. Keys will not be issued unless all monies associated with the booking are paid and the Terms and Conditions signed. Confirmation of booking letter must be shown by the hirer when collecting the keys.

## **11. Consumption of Alcohol**

- 11.1. The Hirer must comply with provisions of the Liquor Licensing Act 1988. Alcohol is strictly prohibited on any public open space or reserve area.
- 11.2. No alcohol is to be consumed in any facility without an Alcohol Consumption Permit being obtained from the City of Kwinana or alcohol surcharge applied as per centre requirements. Application to Consume Alcohol at a City of Kwinana facility form is required to be completed and returned to City of Kwinana with the relevant Application Form (Proof of Age will be required).
- 11.3. No alcohol is to be sold at any facility without the appropriate license being obtained from the Department of Racing, Gaming & Liquor. Please see [www.rgl.wa.gov.au](http://www.rgl.wa.gov.au) for further information. Copy of license must be presented before booking will be confirmed.
- 11.4. Supply by the hirer of any bulk alcohol (including keg beer) will incur a higher bond. The hirer must disclose this information on the Application to Consume Alcohol at a City of Kwinana Facility.
- 11.5. Alcohol consumption is restricted to indoor premises only and is not to be consumed outside of the facility (i.e. car park).
- 11.6. The Zone Youth Space and Recquatic is an alcohol free facility. Under no circumstances is there to be alcohol on the premises, this includes the external surrounds including the car park. Any hirer found to be consuming alcohol in the facility will be deemed in breach of the Terms and Conditions and their booking will be cancelled.

## 12. Smoking

- 12.1. Smoking is strictly prohibited in all City of Kwinana facilities. Under no circumstances is there to be smoking on the premises, this includes the external surrounds including the car park. Any hirer found to be smoking in the facility will be deemed to be in breach of the terms and conditions and their booking will be cancelled.

## 13. Safety

- 13.1. All electrical cords, fittings, switches and other electrical appliances used by the hirer must comply with the appropriate Australian Standards and display a current electrical test tag.
- 13.2. The hirer will use its best endeavours to ensure the safety of all persons attending the event.
- 13.3. Any electrical equipment being provided by the hirer must be approved by the City of Kwinana before being used and listed on the hirers application form.

## 14. Insurance

- 14.1. A community group who applies to hire a City of Kwinana facility or reserve 12 times or less per year may be covered under the City of Kwinana's *Casual Hirers Liability Insurance*. **\*\* PLEASE NOTE THAT THIS EXCLUDES INCORPORATED BODIES \*\***
- 14.2. 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.

- 14.3. A certified copy of the Certificate of Insurance is to be attached to the relevant application form. Failure to provide evidence of insurance entitles the City of Kwinana to revoke the hire agreement.

## 15. Indemnity

- 15.1. Upon acceptance of the hire, the hirer undertakes to hold the City of Kwinana indemnified against all claims, losses, actions, damages, costs (including legal costs) and expenses whatsoever arising out of or in connection with the hiring of the venue: Personal injury (including death or disease) to the hirer or any invitee or third party unless and then only to the extent that the hirer proves said injury was due to the negligence of the City of Kwinana; Loss of or damage to any property owned by the hirer, the City of Kwinana or any third party; Breach or non-compliance with any statute or regulation or local law of any public, municipal or other authority.

## 16. Cleaning

- 16.1. It is the responsibility of the hirer to leave the facility clean and tidy. All food scraps, rubbish, decorations and equipment are to be removed or (in the case of tables/chairs) correctly stored immediately at the conclusion of each booking.
- 16.2. Cleaning must be completed by the time specified on the booking confirmation. If cleaning is required as a result of your booking, a separate charge or forfeiture of your bond may occur.
- 16.3. Basic cleaning equipment is provided in all City of Kwinana facilities; however it is the hirer's responsibility to provide any additional equipment necessary to ensure the premises are left clean and tidy. **(Please note that Vacuum Cleaners are not provided).** The hirer should promote the recycling of waste materials.
- 16.4. The venue will be inspected by the City of Kwinana for any damage and additional cleaning, prior to and following the hire period.
- 16.5. A cleaning checklist will be provided to the hirer.
- 16.6. All rubbish must be removed from the facility at the completion of the hire period and placed in the outside bins provided. The hirer must take any rubbish with them that will not fit in provided bins.

## **17. Equipment**

- 17.1. 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 your hire period.
- 17.2. All the furniture and equipment contained in the halls remains the property of the City of Kwinana and may not be removed at any time.
- 17.3. All furniture and equipment will be inspected at the completion of the hire period. Should any damage be caused, the cost of repair or replacement will be deducted from the bond payment.
- 17.4. Furniture and equipment required other than that provided within the bookable spaces must be supplied by the hirer at the hirer's expense and shall be the liability of the hirer.

## **18. Hirer's Other Obligations**

- 18.1. Prohibited items: Barbecues, gas bottles, open flames, portable stoves or ovens, fireworks, kerosene or spirit type lamps, spit roasts must not be used within the premises.
- 18.2. No fire of any type may be lit in the surrounding grounds of any hall or pavilion.
- 18.3. Confetti, rice, glitter or glitter shapes are NOT permitted within the Community Centres or surroundings.
- 18.4. Decorations, drawing pins, screws or adhesive tape must not be used to affix any decorations. All decorations are to be completely removed after the event. If any remain, the cost of removal may be deducted from your bond.
- 18.5. Performers: 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.
- 18.6. Children under the age of 12 are not allowed to enter the kitchen or bar areas.
- 18.7. Smoke machines, amusement rides, bubble makers and bouncy castles must not be used inside the halls/pavilions, but may be used with permission within the grounds. Event lighting, portable bars and drink/slushie machines may only be used with the permission of the City of Kwinana.



- 18.8. Hirers are requested to be mindful of any inconvenience that may be caused to surrounding residents. All care must be taken to not park on residential verges, damage private lawns or irrigation systems.
- 18.9. Amusement rides are to comply with AS 3553 and Occupational Safety and Health Regulations 1996. Amusement structures shall be registered with Worksafe. The applicant is to ensure that an up to date log book is provided at the event. Amusement ride operators may be requested to complete a certificate of temporary structure at any public event.
- 18.10. Any electrical equipment being provided by the hirer must be approved by the City of Kwinana before being used and listed on the hirers application form.

## **19. Damage**

- 19.1. Please ensure that any notable damage is reported prior to the commencement of your booking as it will be deemed that this damage occurred during the course of your function.
- 19.2. All damage is to be reported to City of Kwinana Administration during business hours (Monday to Friday) or to City Assist Administration up until 7.00pm weekdays and until 5.00pm weekends.
- 19.3. Breakages, theft or damage: the hirer is responsible for any breakages, theft or damage caused to the venue hired or supplied equipment resulting from the hirer's use of the venue. Should any such event occur, City of Kwinana should be notified as soon as possible.
- 19.4. The hirer is responsible for any breakage, damage or loss to the City's property or equipment, which occurs during the hirer's use of the Facility. The cost of repairing or replacing any breakage, damage or loss will be borne by the hirer and will be deducted from the bond.
- 19.5. The hirer will be responsible for any damage to the surrounding facilities as a result of the function. The cost of repairing such damage will be deducted from the bond. This includes, but is not limited to, damage to parking bollards, piping, trees, shrubs, fences, grass, signs, lighting etc.

## **20. Security**

- 20.1. Security arrangements are required for birthday parties, disco's or band nights. This can be carried out by parents, or by a professional security organisation.

- 20.2. The hirer will be responsible for any damage caused if security arrangements are inadequate. The hirer shall ensure that all lights are turned off and any doors, windows and gates locked and alarms systems armed at the completion of each booking. Failure to secure the premises or late close (1am) could result in a security call out and fees & charges will apply.
- 20.3. For parties/events with alcohol permits, the Hirer must complete a WA Police Party Registration form and return it to the City of Kwinana with the relevant application form.

## **21. Call-outs**

- 21.1. Should a City of Kwinana City Assist Officer be called out as a result of the hirer's non-compliance with any condition of hire, a call-out fee will be deducted from the bond.
- 21.2. The City Assist Officer shall have authority to terminate the hire arrangement forthwith in the event of non-compliance if in the reasonable opinion of the City Assist Officer the breach is likely to continue.
- 21.3. Should a Police call-out be required and/or a noise abatement notice issued as a result of the hirer's failure to comply with a noise warning this will result in full forfeiture of the bond.
- 21.4. Should a guard call out for either late to close (1am) or not arming the building will result in the fee being deducted from the hirers bond.
- 21.5. A call out fee will be deducted from the hirers bond if a City Assist Officer or Maintenance Officer is called out by the hirer for incorrect purposes.

## **22. Control of Noise**

- 22.1. All noise activities shall comply with the provisions of the Environmental Protection Act 1986 and Environmental Protection (Noise) Regulations 1997.
- 22.2. Noise generated by playing loud music and/or noise from human activities (shouting, quarrelling and vehicles) shall NOT cause a noise nuisance or annoyance to neighboring premises, at all times.
- 22.3. The hirer shall be kept liable for any fees and charges relating to the investigation of a noise incident or complaint, as approved by the City of Kwinana.

- 22.4. The hirer acknowledges a breach of the Environmental Protection Act 1986 may result in enforcement action by Police or Environmental Health Officers including, the issuing of a Noise Abatement Direction which can in the event of non-compliance, lead to a maximum penalty of \$25,000, Infringement Notices \$250 or \$500 and/ or the seizure of noisy equipment.

## **23. Compliance with Legislation and Local Laws**

- 23.1. The Hirer must ensure compliance with the Health Act 1911, Health (Public Buildings) Regulations 1992, Environmental Protection Act 1986, Food Act 2008, Liquor Control Act 1988 and City of Kwinana Local Laws including Activities in Thoroughfares and Public Places and Trading Local Law, Urban Environment and Nuisance Local Law, as amended from time to time.
- 23.2. Petting zoos including animal nurseries, mobile farms, animal show/s exhibits are required to comply with WA Health Department Petting Zoo Guidelines. An alcohol based hand sanitiser (or a hand wash basin with warm running water, liquid soap and paper towels) must be provided at the stall for public use.
- 23.3. All stall holders conducting face painting and/or make up applications must comply with Department of Health Face Painting Guidelines.

## **24. Special Events**

- 24.1. The Hirer acknowledges that if they are hiring a City of Kwinana Facility for the purpose of hosting a special event, they will be required to complete the City's *Special Event Application Package* and abide by all conditions outlined in the confirmation letter.

## **25. High Risk Bookings**

- 25.1. Occasionally the City of Kwinana may deem a booking to be a high risk booking to which additional requirements will be applied.
- 25.2. The City of Kwinana reserves the right to restrict the halls available for high risk bookings.
- 25.3. High risk bookings will be required to have a minimum of two licensed security providers on site at all times. The hirer will need to provide proof of security arrangements to the City of Kwinana. Depending on the type of booking, the City may deem that more than two security providers are required.

- 25.4. High risk bookings will be required to provide information to the satisfaction of the City of Kwinana as to how people will be moved on from the hired facility on completion of the hire period.

## **26. Vehicle Access**

- 26.1. No vehicle is authorised to access any facility, reserve or public open space area without obtaining prior consent from the City.

## **27. Temporary Structures**

- 27.1. No tent or marquee is to be erected at any facility, reserve or public open space area without obtaining prior consent from the City of Kwinana.
- 27.2. No stakes and/or pickets are to be placed into any part of the ground without the City of Kwinana's consent in order to prevent damage to reticulation. Any repair of damage to the City of Kwinana's reticulation will be at the expense of the hirer.
- 27.3. All temporary structures shall be erected in accordance with the design criteria operating parameters such as wind limitation and fire indices, engineering details and manufacturers instructions.

## **28. Sale of Food**

- 28.1. The hirer must ensure that approvals are obtained from City of Kwinana Environmental Health Services prior to the sale of food. This is applicable even if food is sold for fundraising or charitable purposes. You are required to comply with the Food Act 2008, Food Regulations 2009 and Australian New Zealand Food Standards Code. Please contact City of Kwinana Environmental Health Services for applications and further information. Failure to notify or register under the Act may incur a fine of \$10,000 for an individual and \$50,000 for a body corporate.

## **29. Storage**

- 29.1. All equipment must be removed following scheduled booking time, unless prior written approval is obtained. Any equipment left behind without written approval may be disposed of and the hirer sent an invoice for cost of disposal.
- 29.2. Where written approval has been granted the hirer will be allocated a designated storage room or part thereof. Where allocated space is part of a

shared area the hirer will be allocated no more than 1m<sup>2</sup> and will be responsible for securing equipment and keeping in neat and tidy manner.

- 29.3. No electrical appliances are to be kept in storage areas without written approval. Where written approval is granted the hirer will need to ensure appliances have a minimum of four star energy rating and tagged by a certified electrician. Electrical appliances stored without approval or without appropriate tagging will be removed and disposed of and the hirer sent an invoice for the cost of disposal.

### **30. Special Conditions**

- 30.1. The hirer acknowledges that any special conditions set out in the confirmation letter shall apply and be incorporated in this agreement. In the event of any conflict between these conditions and the special conditions, the later shall take priority.

## **Declaration**

I agree that I have read the City of Kwinana Conditions of Hire. I agree to abide by the City of Kwinana Conditions of Hire and be responsible for payment of all fees and charges associated with this hire.

I agree that I have the authority to make this application on behalf of the organisation named on the relevant application form.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**For booking enquiries, please contact**

**City of Kwinana Administration**

**Cnr Gilmore Ave and Sulphur Rd KWINANA WA 6167**

**admin@kwinana.wa.gov.au**

**PO Box 21 KWINANA WA 6966**

**Phone: 9439 0200**

**Fax: 9439 0222**

# Facility Hire

## Cleaning Requirements

Please ensure the following Cleaning Conditions are completed at the end of your booking.

### Entrances & Halls

- Floor to be swept/vacuumed/mopped/washed of any dirty marks.
- All rubbish to be removed and placed in external bins provided.

### Designated Booking Area

- Floor/s must be swept, mopped or vacuumed as appropriate.
- All tables and chairs must be wiped down and put away in allocated areas.
- All rubbish to be removed and placed in bins provided.
- All appliances to be turned off after use.
- All walls wiped down and free from marks.

### Kitchen/Bar Area

- All rubbish to be removed and placed in external bins provided. Excess rubbish which does not fit in bins **MUST** be removed from Centre/Hall.
- Work surfaces, benches and cupboards to be wiped down.
- Should fridge/s be used, all food items etc are to be removed from the fridge/s and wiped out at the end of each use. No food items are to be left in the kitchens provided.
- Floor to be swept and washed.
- Stove and/or microwave to be left clean.
- Sinks and benches to be left clear of debris and wiped down.
- Splash backs and walls to be wiped down.

### Toilets

- All rubbish to be removed and placed in bins provided.
- Benches to be left clean and tidy.
- Toilet floor to be swept and mopped.
- Accidents/vomit and glass to be mopped up and wet dirty marks to be removed.

## **External**

- All rubbish picked up and placed in bins provided.
- All cigarettes picked up and placed in bins provided.
- All glass picked up and placed in bins provided.

## **General**

- All fire fighting equipment unused in place.
- All hall/centre equipment returned and undamaged.