

City of Kwinana Terms and Conditions of Hire

Please read the following carefully prior to completing your Booking Application Form. Applicant to keep **Terms and Conditions of Hire** and return **Booking Application Form**.

These terms and conditions are the terms that the City will hire a Facility to you.

1. DEFINITIONS

City means The City of Kwinana;

Facility means the local government property to be hired by the Hirer, as specified in any booking or event application or confirmation, quotation, invoice or other document provided by the City to the Hirer;

Hirer means you, the Hirer (or any person acting on your behalf and with your authority), as specified in any booking or event application or confirmation, quotation, invoice or other document provided by the City to the Hirer;

Hire Fee means the amount the Hirer must pay to the City for the hire of the Facility, as agreed between the City and the Hirer in accordance with clause 5;

Hire Period means the period of time from when the Facility is to be hired by the City to the Hirer as specified in any booking or event application or confirmation, quotation, invoice or other document provided by the City to the Hirer or as otherwise extended by the Parties in writing;

GST has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*;

Party means a party to these terms and conditions and, where the context so permits, includes its successors or personal representatives (as the case may be) and permitted assigns; and

Start Date means the date the Hire Period commences as specified in any booking or event application or confirmation, quotation, invoice or other document provided by the City to the Hirer.

2. ACCEPTANCE AND CONFIRMATION OF BOOKING

2.1 Acceptance by the Hirer of any booking or event confirmation, quotation, invoice or other document provided by the City; any instructions received by the City from the Hirer for the hire of Facility; and or the Hirer's signing of a declaration to be bound to these terms and conditions, constitutes acceptance of these terms and conditions.

2.2 The Hirer is responsible for communicating all information related to the hire to the City.

2.3 For the avoidance of doubt, acceptance of these terms and conditions constitutes an acknowledgment to be bound by these terms and conditions, which may only be amended by the City in writing.

2.4 No hire is valid until the City provides the Hirer with a letter of confirmation of the hire and the Hirer provides the City with the required bond. The Hirer must keep the confirmation letter as proof of hire and must provide it to the City in order to collect keys to the Facility (if required).

3. FACILITY HIRE

3.1 From the Start Date, the Hirer hires from the City the Facility for the Hire Period and at the Hire Fee, on these terms and conditions and any other terms and conditions provided to the Hirer by the City. For the avoidance of doubt, if there is an inconsistency between these terms and conditions and other conditions provided by the City to the Hirer (e.g. special conditions contained in the confirmation letter), the other conditions prevail.

3.2 Bookings will may be subject to a risk assessment which will be conducted in conjunction with the Hirer and a representative of the City.

3.3 The Hirer may only use the Facility for the purposes approved by the City. Only the specific room(s) of the Facility (if applicable) booked may be used and only the day(s) and time(s) confirmed. A Hirer does not have sole use of any outdoor space or shared use spaces (i.e. carparks, foyers and kitchens) in the Facility.

3.4 Any time required for set up and cleaning up at the end of your event must be included in your booking time. The Facility must be vacated by 12am (midnight), unless authorised by prior written agreement with the City.

3.5 The City reserves the right to charge the Hirer an additional opening hour and set up and or pack up assistance fee, in accordance with the City's Schedule of Fees and Charges that are available on the City's website. If City of Kwinana staff are required to open a Facility to remove equipment external to hired hours and or assist generally in setting up and or packing up the hired Facility.

3.6 Minimum booking time is one hour, with increments of fifteen minutes charged thereafter.

3.7 Any Hirer granted approval to use a City Facility is at no time permitted to sub-lease or assign or make it available for hire to any other individual or group.

3.8 Unauthorised use or entry to a Facility at any time without the written consent from City may result in legal implications, additional charges and put your future bookings at risk of not being accepted.

4. USAGE TIME

4.1 Approval to use a Facility applies only to the times and dates outlined on the booking confirmation letter.

4.2 You must allow for set-up and clean-up times on your relevant application form.

4.3 If the function extends past the approved time, additional Hire Fees will be charged. Under no circumstances is any function to extend beyond midnight without the City's prior written approval. The premises must be vacated and no loitering is permitted.

4.4 Any bookings which occur outside of the Kwinana Recquatic Centre's normal operating hours may incur additional charges.

5. HIRE FEE AND BOND PAYMENT

- 5.1** The Hire Fee is:
- (a) set annually for the financial year commencing on 1 July and contained in the City Schedule of Fees and Charges. Any increase to fees and charges adopted by the City's Council will apply to bookings already confirmed but that remain unpaid; and
 - (b) as indicated on any confirmation or invoice provided to the Hirer by the City.
- 5.2** The City reserves the right to change the Hire Fee in the event of a variation to the City's quotation. Any variation from the plan of scheduled hire or specifications will be charged for on the basis of the City's quotation and may be shown as variations on the invoice. The Hirer must not proceed with any variations without first obtaining the City's authorisation. Payment for all variations must be made in accordance with the payment terms specified on the City's invoice (if applicable).
- 5.3** Bond amounts are in accordance with the City's Schedule of Fees and Charges.
- 5.4** Failure to comply with the terms of hire may result in the forfeiture of all or a portion of the Hirers bond (to be determined in the City's absolute discretion).
- 5.5** If there is no damage to the Facility (including equipment within it) or additional costs arising from the hire, the bond will be refunded by EFT, within four weeks from the last date of the hire.
- 5.6** The following fees and charges may be deducted from the bond (at the absolute discretion of the City): additional hire time; repairs to the hired facility, equipment, surroundings; missing or damaged keys; removal of decorations or damage to walls; additional cleaning and security call outs; and multiple attempts to refund bond due to incorrect bank details in accordance with the City Schedule of Fees and Charges.
- 5.7** 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.

6. BOOKING CANCELLATIONS BY HIRER OR CITY

- 6.1** Cancellations by the Hirer must be made in writing to the City
- 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. 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 offered an alternative and appropriate Facility space and given notification to make alternative arrangements.
- 6.4** If the City is advised prior to the Hire that the Hirer intends to use the Facility for, in the discretion of the City, an inappropriate use of a public facility, the City may cancel the Hire. Further, if the Hirer uses the Facility for, in the discretion of the City, an inappropriate use, the City may refuse to accept future bookings from the Hirer and associated individuals and groups.
- 6.5** In the event of a Local Emergency the Kwinana Recovery Coordinator may cancel a hire with limited or no notification for the Facility to be used for emergency response.

7. KEYS

- 7.1** Keys will not be issued unless pre-condition of the hire are completed (e.g. payment of bond and confirmation letter) all money associated with the hire are paid, confirmation of booking letter must be shown by the Hirer when collecting the keys.

8. ALCOHOL AND SMOKING

- 8.1** The Hirer must comply with relevant law relating to the sale and or supply of liquor (e.g. the Liquor Control Act 1988).
- 8.2** Alcohol is strictly prohibited on any public open space or reserve area.
- 8.3** No alcohol is to be consumed in any Facility without an Alcohol Consumption Permit being obtained from the City and in accordance with the City's Schedule of Fees and Charges. 8.4 Supply of alcohol by the Hirer or any guests will incur the maximum bond. The Hirer must disclose this information on the Application to Consume Alcohol at a City Facility.
- 8.4** 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 for further information. Copy of license must be presented before booking will be confirmed.
- 8.5** The Zone Youth Space and Kwinana Recquatic Centre are alcohol free Facilities. Under no circumstances is there to be alcohol on these Facilities, this includes the external surrounds including the car park. 8.7 If alcohol is consumed in a Facility without City approval, the Hirer will be in breach of these terms and conditions and their hire will be cancelled without any refund (e.g. they will be required to immediately leave the Facility) or risk approval of future booking requests. The City may also report the unapproved sale of alcohol to relevant authorities.
- 8.6** For events with alcohol permits, the Hirer must complete a WA Police Hire Registration form 28 days prior to the hire and provide the City with a copy of the registration.
- 8.7** Smoking is prohibited in all Facilities and within ten metres of all entry points. If smoking in a Facility occurs, the Hirer will be in breach of these terms and conditions and their hire will be cancelled without any refund (e.g. they will be required to immediately leave the Facility) or risk the approval of future booking requests.

9. SAFETY

- 9.1** 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. The Hirer will use its best endeavours to ensure the safety of all persons attending the event.
- 9.2** Any electrical equipment being provided by the Hirer must be approved by the City before being used and listed on the Hirers application form.

10. INSURANCE

- 10.1** A community group who applies to hire a Facility or reserve 12 times or less per year may be covered under the City's Casual Hirers Liability Insurance. Please note that this does not include incorporated bodies.
- 10.2** Incorporated bodies, sporting clubs/associations and commercial groups or commercial type bookings must have public liability insurance cover to a level not less than \$10m. Non-profit/community groups must have public liability insurance cover to a level not less than \$5m. When required, evidence of public liability insurance must be provided prior to commencement of the hire.

- 10.3** A copy of the Hirer's current Certificate of Insurance is to be attached to the relevant application form for all hire requests. The City may cancel a booking if the Hirer does not provide the City with a Certificate of Insurance and evidence of insurance.
- 11. LIABILITY AND INDEMNITY**
- 11.1** The Hirer releases, discharges and indemnifies the City from all claims and demands on the City arising out of or consequent on the use or misuse of the Facility.
- 11.2** The Hirer assumes all risks and liabilities for and in respect of the Facility including but not limited to:
- any injuries to or deaths of persons;
 - damage to property of the City, the Hirer or any third party; and
 - breach or non-compliance with legislation or local law, arising from the Hirer's possession, use, maintenance of the Facility.
- 11.3** The City will not be liable for any damage or loss that the Hirer suffers by reason of any breakdown or inconvenience caused by or incidental to the Facility.
- 12. CLEANING**
- 12.1** The Hirer to leave the Facility clean and tidy. A cleaning checklist will be provided to the Hirer and they must comply with it. All food scraps, rubbish, decorations and equipment are to be removed and any marks, damage or additional cleaning may result be deducted from your bond.
- 12.2** 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.
- 12.3** 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.
- 12.4** Basic cleaning equipment is provided in all City 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.
- 12.5** The Facility will be inspected by the City for any damage and additional cleaning, prior to and following the Hire Period.
- 13. EQUIPMENT**
- 13.1** 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.
- 13.2** All the furniture and equipment contained in the halls remains the property of the City and may not be removed at any time.
- 13.3** 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.
- 13.4** 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.
- 14. ATTENDANCE AND ADVERTISING**
- 14.1** Attendance must not grossly exceed the estimated attendance number provided on the booking or event application and if this does occur the City may cancel the booking or hire.
- 14.2** The Hirer must not advertise their private function/party to the public by any medium and invitations must remain private at all times..
- 14.3** Signs may not be displayed or affixed to any Facility by Hirers except with the permission of the City
- 15. PROHIBITED ACTIONS, ITEMS AND PERMISSIONS**
- 15.1** Prohibited items including but not limited to barbecues, candles, gas bottles, open flames, portable stoves or ovens, fireworks, kerosene or spirit type lamps, spit roasts must not be used within a Facility.
- 15.2** No fire of any type may be lit in the surrounding grounds of any hall or pavilion. Confetti, balloon releases, rice, glitter or glitter shapes are not permitted within the Community Centres or surroundings.
- 15.3** 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.
- 15.4** 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/slushy machines may only be used with the permission of the City.
- 15.5** 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.
- 15.6** 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.
- 16. DAMAGE**
- 16.1** If notable damage is not reported prior to the commencement of your hire it will be deemed that the damage occurred during the course of your hire.
- 16.2** All damage must be reported to the City:
- Outside of normal business hours to the City's City Assist services on 9439 0400;
 - For non-urgent matters via email facilitybookings@kwinana.wa.gov.au;
 - During business hours (Monday to Friday) on 9439 0200. .
- 16.3** The Hirer is responsible for any breakages, theft, loss or damage to the Facility hired and equipment supplied by the City for the hire that occurs during the Hire Period (or a reasonable period of time after the Hire Period). Should any such event occur, the City must be notified as soon as possible. The cost of repairing or replacing any breakage, damage or loss will be borne by the Hirer and will be deducted from the bond.
- 16.4** The Hirer is responsible for any loss or damage to City property surrounding the Facility that is damaged as a result of the function. The cost of repairing such loss or 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.
- 16.5** In addition to recovering costs through the bond the City may initiate legal proceedings against the Hirer to recover any loss or damage in excess to the Bond including legal cost (on a full indemnity basis) associated with the recovery.

17. HIGH RISK BOOKINGS

17.1 The City may deem a hire booking to be a high risk booking and may require that additional conditions apply to the hire, including but not limited to:

- restricting some Facilities from being used for such hire;
- the hire to licensed security providers on site at all times. The Hirer will need to provide proof of security arrangements to the City; and the
- Hirer to provide information to the satisfaction of the City as to how people will be moved on from the Facility on completion of the Hire Period.

18. SECURITY

18.1 Security arrangements are required for all hires with alcohol or deemed high risk. This can be carried out by a responsible adult who is not drinking alcohol, or the City may request a professional security organisation and confirmation of the booked security service.

18.2 The Hirer shall ensure that all lights are turned off, any doors, windows and gates locked and alarms systems armed at the completion of each booking. Failure to secure the premises by (12am) may result in a security call out and will be subject to a security/call out fee in accordance with the City's Schedule of Fees and Charges.

19. CALL-OUT

19.1 If a City Assist Officer is called out (i.e. attends the Facility) because of the Hirer's non-compliance or suspected non-compliance with any condition of hire (e.g. remaining at Facility after Hire Period, not alarming Facility, excessive attendance levels, unauthorised alcohol consumption, noise issues), the Hirer will be charged a security/call-out fee in accordance with the City Schedule of Fees and Charges, which will be deducted from the bond.

19.2 If in the opinion of the attending City Officer, the non-compliance is of such a nature that the Hire is to be terminated, an authorised City Officer may liaise with the relevant authorities to have your Hire terminated and have you and your invitees directed to leave the facility and surrounding areas.

20. CONTROL OF NOISE

20.1 The Hirer must ensure that all their noise activities comply with the Environmental Protection Act 1986 and Environmental Protection (Noise) Regulations 1997.

20.2 Noise generated by playing loud music and/or noise from human activities (shouting, quarrelling and vehicles) must not cause a noise nuisance or annoyance to neighbouring premises.

20.3 The Hirer may be liable for any fees and charges relating to the investigation of a noise incident or complaint, as approved by the City.

21. COMPLIANCE WITH LEGISLATION AND LOCAL LAWS

21.1 The Hirer must ensure that their hire is compliant with all relevant legislation and local law e.g. Health Act 1911, Environmental Protection Act 1986, Food Act 2008, Liquor Control Act 1988, Local Government Property, Activities in Thoroughfares and Public Places and Trading Local Law, Urban Environment and Nuisance Local Law, as amended from time to time.

21.2 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.

21.3 All stall holders conducting face painting and/or make up applications must comply with Department of Health Face Painting Guidelines.

22. VEHICLE ACCESS

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

23. TEMPORARY STRUCTURES

23.1 No tent or marquee is to be erected at any Facility, reserve or public open space area without obtaining prior consent from the City.

23.2 No stakes and/or pickets are to be placed into any part of the ground without the City's consent in order to prevent damage to reticulation. Any repair of damage to the City's reticulation will be at the expense of the Hirer and may be deducted from their bond.

23.3 All temporary structures must be erected in accordance with the design criteria operating parameters such as wind limitation and fire indices, engineering details and manufacturers instructions.

24. SALE OF FOOD

24.1 The Hirer must ensure that approvals are obtained from City Environmental Health Services prior to the sale of food. This is applicable even if food is sold for fundraising or charitable purposes. The Hirer must comply with the relevant legislation e.g. Food Act 2008, Food Regulations 2009 and Australian New Zealand Food Standards Code. Please contact City 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.

25. STORAGE

25.1 All equipment or property must be removed prior to the end of scheduled booking time, unless prior written approval of the City is obtained. Any equipment of the Hirer left in the Facility without written approval of the City may be disposed of by the City in accordance with the Local Government Act 1995 and other applicable written law, local law or City policies.

25.2 Where written approval has been granted by the City to the Hirer for the Hirer to store their equipment/property, 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 1m² and will be responsible for securing equipment and keeping in a safe, neat and tidy manner. The City is not liable for any equipment stored on site.

25.3 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.

26. GENERAL

- 26.1** If any provision of these terms and conditions is invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions will not be affected, prejudiced or impaired.
- 26.2** These terms and conditions and any Facility hire agreement to which they apply will be governed by the laws of Western Australia and are subject to the jurisdiction of the courts of Western Australia.
- 26.3** The City will be under no liability whatsoever to the Hirer for any indirect and or consequential loss and or expense (including loss of profit) suffered by the Hirer arising out of a breach by the City of these terms and conditions.
- 26.4** In the event of any breach of these terms and conditions by the City the remedies of the Hirer will be limited to damages, which under no circumstances will exceed the Hire Fee.
- 26.5** The Hirer will not be entitled to set off against, or deduct from the Hire Fee, any sums owed or claimed to be owed to the Hirer by the City nor to withhold payment of any invoice because part of that invoice is in dispute.
- 26.6** The City may license or sub-contract all or any part of its rights and obligations without the Hirer's consent.
- 26.7** Neither party will be liable for any default due to any act of war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
- 26.8** If the City and the Hirer are in dispute over anything arising out of or in any way connected with a quote or these terms and conditions, and one party requires the dispute to be resolved, then that party must give the other party a written notice of the details of the dispute. Within 14 days of a party receiving the notice, the parties and or their delegates must meet and attempt to resolve the dispute. If, within 14 days of that meeting, the dispute is not resolved, either party may proceed to litigation.
- 26.9** The City reserves the right to review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which the City notifies the Hirer of such change.
- 26.10** The failure by the City to enforce any provision of these terms and conditions will not be treated as a waiver of that provision, nor will it affect the City's right to subsequently enforce that provision.

Facility Hire

Cleaning requirements

Please ensure the following cleaning conditions are completed at the end of your booking.

ENTRANCES AND 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.
- All floors must be swept and washed with hot clean water.

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.



CITY OF KWINANA ADMINISTRATION

📍 Corner Gilmore Avenue and Sulphur Road Kwinana
Monday to Friday 8.30am to 4.30pm
☎ 9439 0200 @ customer@kwinana.wa.gov.au

FACILITY BOOKINGS TEAM

Darius Wells Library and Resource Centre
📍 Corner Chisham Avenue and Robbos Way Kwinana
Monday to Friday 9am to 5pm
☎ 9439 0407 @ bookings@kwinana.wa.gov.au

ZONE YOUTH SPACE

📍 Cnr Gilmore Avenue and Darius Drive Kwinana
Monday to Friday 8.30am to 5pm
☎ 94236 4550 @ zone@kwinana.wa.gov.au

KWINANA RECQUATIC

📍 Corner Robbos Way and Skerne Street Kwinana
Monday to Friday 5.30am to 9pm |
Saturday 8am to 5pm | Sunday 9am to 5pm
☎ 9236 4700 @ recquatic@kwinana.wa.gov.au