

TERMS AND CONDITIONS OF HIRE

1. APPLICATIONS / BOOKINGS

- 1.1. All applications must be made in writing on the official application form. All information on the application form must be true and correct.
- 1.2. Set up and pack away/clean up time must be included in the booking.
- 1.3. Application forms must be received by a staff member at least 15 business days (three weeks) prior to the first booking date.
- 1.4. Submission of the official application form does not guarantee that the booking will be approved.
- 1.5. The Carine Clubrooms Committee (CCC) reserves the right to approve bookings that are in the best interest of the City and its ratepayers.
- 1.6. Upon receipt and approval of the Application Form by CCC, a \$50.00 non-refundable initial payment will become due. Failure to make the initial payment on the same business day will result in immediate forfeiture of the application. Successful processing of the initial payment will enable the Application Form to be processed, whereupon applicants will receive a Rental Contract confirming the booking.
- 1.7. The facility (room(s)) as specified on the Rental Contract can only be accessed within the dates and times detailed on the Rental Contract.
- 1.8. Any changes to the booking must be submitted in writing.
- 1.9. The CCC reserves the right to give thirty days written notice to change or cancel any booking due to unforeseen circumstances.
- 1.10. The CCC reserves the right to immediately suspend or cancel any booking in the event of health and safety issues or if the booking poses a risk to the City of Stirling and its ratepayers.

2. CHARGES

- 2.1. All times and rooms booked will be paid for.
- 2.2. Costs of hire and bonds are in accordance with the current Fees and Charges Schedule endorsed by the City of Stirling. The annual Fees and Charges Schedule comes into effect 1 July each year and any bookings or accounts that have not been paid at 1 July will incur any applicable fee increases.
- 2.3. The Fees and Charges Schedule provides both a standard and community rate of hire for all facility hire bookings. The standard rate of hire will apply to all bookings unless the hirer can supply the CCC with a Certificate of Incorporation or Statutory Declaration declaring the booking(s) is(are) Not For Profit, whereby the booking(s) will be charged at the community rate of hire. This is only applicable for organisations/groups and does not apply to personal bookings or high risk functions.
- 2.4. Under the Western Australian *Oaths, Affidavits and Statutory Declarations Act 2005*, a Statutory Declaration is a legal document; intentionally providing a false statement can result in being charged with an offence. If it is found by the CCC that a false declaration has been made, the CCC can choose to take legal action.
- 2.5. A cancellation fee of \$50.00 (standard rate) or \$25.00 (community rate) is applicable to all approved casual/one off bookings/events that are cancelled by the hirer with five (5) or more business days' notice. In the case where the hire fees have been paid, all money in excess of the cancellation fee will be refunded.
- 2.6. Cancellation of casual/one off bookings/events with less than five (5) business days' notice will be liable for the full cost of the booking/event, less the bond/security deposit.
- 2.7. Cancellation of regular/ongoing bookings/events with less than one month's notice will be liable for the cost of the bookings/events for up to one month from the date of the notice.
- 2.8. A rental amendment fee of \$25.00 is applicable to all amendments (changes, cancellations, etc.) to a booking/bookings where there is less than five (5) business days' notice to the first amended booking.
- 2.9. A late fee of \$50.00 is applicable to all tax invoices that have not been paid one month after the due date on the tax invoice. The late fee is a monthly charge and will be incurred for each month that the tax invoice remains outstanding.

Casual Users:

- 2.10. The hirer may make application for a transfer to another date without forfeit the initial payment or incurring the cancellation fee depending on circumstances and the availability of the facility.

Regular Users:

- 2.11. Notice of termination of regular bookings/activities is required in writing, **30 days prior to termination date**.
- 2.12. For one-off cancellations, five (5) business days' (one week) written notice is required. Cancellations with less than five (5) business days' (one week) notice will still be charged the full rental fee. No cancellations will be made after the booking has passed.
- 2.13. Regular bookings are available for a maximum of one year at a time effective July to June (financial year). An invitation to extend bookings for another one year period will be sent out two to three (2-3) months prior to the end of the financial year (30 June). A copy of the hirer's Certification of Incorporation or a new Statutory Declaration must be returned with the booking forms to ensure the bookings remain on the community rate of hire (refer to 2.4).

3. PAYMENT OF ACCOUNTS

- 3.1 **Regular Users:** Monthly accounts will be sent out six (6) weeks prior to the booking month and are required to be settled on the first (1st) day of the previous month (i.e. four (4) weeks prior to the booking month). A late fee will be charged if the payment is not received by the due date.
- 3.2 **Casual Users:** A \$50.00 non-refundable initial payment will be liable to process the booking, with full payment of the balance of the rental due 10 business days (two weeks) prior to the first booking date.
- 3.3 Under no circumstances would access to the centre be granted if payment were not received prior to the booking date.
- 3.4 Methods of payment are Cash, Cheque, EFTPOS and Credit Card (MasterCard & Visa). Cheques should be made payable to the Carine Reserve Hall Management Committee and marked "Not Negotiable". Payment can be made over the phone with a valid MasterCard or Visa Card.

4. BONDS

- 4.1. A bond as per the fee schedule will be applicable to all bookings.
- 4.2. The bond is held against the following:
 - 4.2.1. Damage to the building or equipment.
 - 4.2.2. Loss of keys
 - 4.2.3. Additional access to the venue other than the allocated time.
 - 4.2.4. Breach of conditions of hire including supplying false information.
- 4.3. The Hirer will be liable for costs for damage etc. in excess of the bond deposited.
- 4.4. Breaching of the conditions of hire including supplying false information may incur a loss of bond.
- 4.5. Failure to clean the tables & chairs will incur a \$100.00 cleaning fee.
- 4.6. Not arming the Security System on completion of function / activity will incur a deduction of the bond.
- 4.7. Hall hire bond will be forfeited in the event of any substantiated community complaints being received, in the respect of anti-social behaviour/activity attributed to patrons of the function conducted at the premises.
- 4.8. Bond refunds will be processed if all Terms and Conditions of Hire have been adhered to.
- 4.9. The bond can only be refunded to the person whose name the receipt was made out to.
- 4.10. Bond refunds will be made within 15 business days (three weeks) after a successful centre inspection and return of the keys.**

5. RESTRICTIONS

- 5.1. All City of Stirling facilities including the Carine Hall maintain a "Smoke Free" environment. Smoking is strictly prohibited inside the centre or outside the centre within 10m of any entry/exit doors.
- 5.2. LIVE BANDS ARE STRICTLY PROHIBITED. The restriction also applies to the use of noisy musical equipment such as drums, trumpets, electric guitars etc.
- 5.3. SMOKE MACHINES ARE STRICTLY PROHIBITED. It is the hirer's responsibility to inform the DJ/event operator that smoke machines or similar are strictly prohibited. The entire bond will be automatically forfeited to the City of Stirling should it be found that a smoke machine or similar has been used. The City of Stirling and the Fire Emergency Services Authority of WA reserve the right to instigate legal action against any hirer who uses a smoke machine or similar.
- 5.4. No open flames are permitted inside the centre i.e. no candles.
- 5.5. Kegs of any type must not be placed in the halls/rooms. They must be stored in the kitchen along with other refreshments.
- 5.6. Confetti or similar materials are not permitted either inside or outside the building.
- 5.7. Helium balloons are permitted provided they are anchored.
- 5.8. Vehicles must only use the parking bays provided. No parking on grassed areas is permitted.
- 5.9. All deliveries/removals to the centre are to be conducted in the in the agreed hired time.
- 5.10. To comply with health regulations, all the kitchen facilities are of domestic grade and can be used for re-heating purposes only. No cutlery, crockery, food or drink is supplied.
- 5.11. Noise levels must comply with The Environmental Protection (Noise) Regulations 1997. Further advice may be obtained from the City of Stirling Environmental Service contact 9205 8555.
- 5.12. All functions/bookings must cease at 12:00am (midnight). All music must be turned off at midnight with guest asked to leave promptly. The Hirer has until 1:00am to fully clean and vacate the premises.

6. CITY OF STIRLING RESPONSIBILITIES

- 6.1 The CCC together with the City of Stirling will take every reasonable care and precaution to ensure that all utilities, services and equipment are in proper working order, but will not accept responsibilities for breakdowns beyond their control.
- 6.2 The CCC will make every effort to provide the Hirer with a clean and tidy facility.
- 6.3 The CCC will not accept liability to any damage, theft or loss of items belonging to or the responsibility of the Hirer.
- 6.4 The City of Stirling Security and Rangers reserves the right to close the function at any time due to breaches of Terms and Conditions, e.g. If function exceeds capacity limit, has underage drinking or any inappropriate behaviour issues.

7. HIRERS RESPONSIBILITIES

- 7.1 It is the hirer's responsibility to provide the CCC with true and correct information regarding the booking on the application form and in all subsequent correspondence. Falsified, misleading or deliberately withheld information that may alter the outcome or the CCC initial approval of the booking will result in the booking's complete cancellation and forfeiture of any payments made.
- 7.2 An Occasional Liquor Licence is required if alcohol will be sold or if alcohol will be provided under a door/cover/ticket charge. Liquor Licences are the sole responsibility of the Hirer and must be approved no later than 10 business days (two weeks) before the function takes place. For further information, please visit www.rgl.wa.gov.au.
- 7.3 The hirer is responsible for organising their own Personal Accident Insurance, Loss Insurance and other relevant insurance policies.
- 7.4 Upon request by the CCC, the hirer must produce a Certificate of Currency to demonstrate that they have adequate public liability cover.
- 7.5 Hirers are responsible for any public liability in respect to their activity. The City of Stirling's public liability will only cover injury, loss or damage as a result of any proven neglect or default of the City.
- 7.6 Hirers are responsible for the insurance of their equipment or supplies, which are stored or left at the venue.
- 7.7 The hirer is responsible for organising their own Australasian Performing Rights Association (APRA) licence if amplified music is to be used.
- 7.8 Hirers must show respect and common courtesy to other user groups within the facility or persons in the nearby premises. This also applies to City of Stirling staff and disciplinary action will be taken against the booking(s) in the event of bullying, abuse or antisocial behaviour.
- 7.9 The Hirer is responsible for the behaviour of all the persons attending the booking(s).
- 7.10 The hirer is required to start and finish on time and cannot access the facility outside the times on the Rental Contract. Where there is a changeover, an additional 15 mins may be allowed at the discretion of the CCC. Under no circumstances is the hirer allowed to access/utilise other rooms in the centre that have not been specified on the Rental Contract.
- 7.11 Facility hire jurisdiction does not extend outside the boundaries of the hired area. It is the hirer's responsibility to enquire as to other bookings in the facility or on the reserve, where applicable, in the instance that adjacent/simultaneous bookings may impact the hirer's booking.
- 7.12 External doors and windows must be kept closed whenever possible.
- 7.13 The hirer is responsible for locking up after the event/activity.
- 7.14 Any persons or organization dealing with children must have a Working With Children Card. Failure to do so will result in the cancellation of your booking.
- 7.15 In the event of an emergency evacuation, the function organiser must account for all his/her guests and report to the Emergency Responding Officer.
- 7.16 Parties with 50 or more guests must be registered with the local Police station and obtain a Guide to Party Safe by the WA Police. This guide fully explains how to have a safe and enjoyable party and included in the middle of the booklet is a Party Registration Form.
- 7.17 Upon request of the Centre Manager, written evidence of security controls of (a minimum) one security guard per fifty people must be in place prior to accepting the booking.
- 7.18 The City of Stirling's venues are all unmanned venues and do not provide telephone facilities for external communication. The hirer must organise their telecommunication facilities. Similarly, the hirer is responsible for supplying their own first-aid equipment as no first-aid equipment is provided at the venue.

8. CLEANING

- 8.1 **The hirer must supply all cleaning equipment and material.** At the conclusion of the booking the hirer shall:
 - 8.1.1 Leave the entire building in a clean and tidy condition.
 - 8.1.2 Mop and sweep all floors in function room including kitchen and toilet.
 - 8.1.3 The floors must not be left dirty and sticky. All areas, including the Kitchen and toilets are to be left clean and free of any rubbish or foreign objects or substances such as bottles, glasses, cans etc.
 - 8.1.4 Vacuum all carpeted areas.
 - 8.1.5 Wipe and stack the tables & chairs (stacks of 10) and return them to the designated storage areas.

- 8.1.6 Remove all unused food and drinks from the premises.
- 8.1.7 Ensure that all windows and doors are closed and LOCKED.
- 8.1.8 Turn off all lights, heaters and air conditioning.
- 8.1.9 Remove all decorations (including materials used to support, hang, or affix the decorations) from the building.
- 8.2 The hirer must remove all rubbish from the kitchen and hall. The rubbish must be placed in the bin(s) provided:
- 8.3 The Hirer must remove all excess rubbish. It is not permissible for rubbish to be left next to rubbish bins or outside the centre. This is deemed as illegal dumping and the hirer will be charged for the removal of the rubbish.
- 8.4 The hirer must report all damage that has occurred either accidentally or maliciously to any part of the building used.
- 8.5 No equipment of any description belonging either to the facility or any other person, group or business is to be dragged, rolled or otherwise removed across the floor areas.
- 8.6 All equipment is to be carried or shifted with a trolley.
- 8.7 The kitchen facilities are to be used for heating only. The stove and surrounding area MUST be left clean and free of all grease, fat, food scraps and liquids.
- 8.8 The venue must be fully cleaned and vacated by 1am for all evening functions

9. KEYS/SECURITY

- 9.1 Keys are to be collected between 8.30am – 4:30pm, Monday – Friday from the designated CCC contact person.
- 9.2 Keys are to be returned as per above, the business day after the last booking.
- 9.3 Regular users will hold their key(s) for the duration of their bookings and it is their responsibility to maintain security of their key(s).
- 9.4 An additional bond will be charged for the replacement of any lost keys and a security call out fee will be charged if security is called to lock/unlock or to arm/disarm the room.
- 9.5 It is the hirer's responsibility to ensure that the building is secured prior to leaving the premises. The hirer may be held accountable for any insurance claim or security check fee if found to have been negligent.

10. DISPUTES

- 10.1 Any disputes must be made in writing and marked to the attention of:

Chairperson
Carine Reserve Hall Management Committee

- 10.2 Any feedback or complaints regarding the booking must be verbally upon return of the keys and followed up in writing no more than five (5) business days after the booking.