

# RECREATION FACILITIES APPLICATION TO HIRE



## Casual User

**Contact Details**

Organisation: \_\_\_\_\_

Contact: \_\_\_\_\_

Mobile: \_\_\_\_\_ (W): \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

**Do you have current Public Liability Insurance?**

Yes (Please include a copy of Certificate of Currency)      No (Please see clause 5 of Conditions of Hire)

**Incorporation No:** \_\_\_\_\_ (Please include a copy of your Incorporation Certificate) N/A

**Booking Details**

Recreation Facility: \_\_\_\_\_

Type of booking: \_\_\_\_\_

No. of people attending: \_\_\_\_\_

Brief description of booking: \_\_\_\_\_

\_\_\_\_\_

Area	Day	Date	Times		
			Set Up	Function	Pack Up
<i>EXAMPLE: Main Hall</i>	<i>Monday</i>	<i>17/8/2020</i>	<i>1500 - 1700</i>	<i>1700 - 2100</i>	<i>2100 - 2200</i>

**Office Use Only** Booking Received: \_\_\_ / \_\_\_ / \_\_\_ Booking ID #: \_\_\_\_\_ Bond paid  Bond refunded \_\_\_\_\_

# Terms and Conditions

## 1. REFUSAL

- 1.1. The City of Kalamunda reserves the right to refuse to hire the facility or any portion thereof without assigning any reason for refusal.
- 1.2. In addition, the City of Kalamunda reserves the right to refuse entry to the facility or any portion thereof to any person acting in an unruly, abusive or anti-social manner regardless of that person's status as a ticketed audience member, production personnel or any other association with the production or the hirer's entourage.

## 2. CANCELLATIONS

- 2.1. The City of Kalamunda reserves the right to cancel any bookings. Such action would only be taken in the event of extreme necessity. Notice of cancellation would be given at the earliest possible date, and payments fully refunded. In the event of this happening, the City of Kalamunda waives liability for any losses or damages that may occur.
- 2.2. All cancellations of, or alterations to, an initial booking must be made in writing a minimum twenty eight (28) days prior to your event. Cancellations of less than twenty eight (28) days from a booking will attract a 50% cancellation fee of the hall hire.

## 3. CHARGES

- 3.1. All permanent bookings will be invoiced quarterly for any outstanding amounts owing.
- 3.2. Any costs for extra cleaning, security call outs or damage inside and/or outside of the facility will be charged to the Hirer.

## 4. BOND

- 4.1. The City of Kalamunda uses electronic funds transfer to refund bonds. Please ensure you complete the required BSB and Account details on the application form. Bonds will automatically be returned, subject to compliance with the Conditions of Hire.

## 5. RISK MANAGEMENT/INSURANCE

- 5.1. All permanent user groups are required to have current Public Liability Insurance and must provide a copy with their application.
- 5.2. Hirers have a duty of care to ensure they take all reasonable steps to provide a safe event or activity for the participants at the booked Facility.
- 5.3. Hold harmless – the hirer agrees to hold the City of Kalamunda harmless for any liability arising

## 6. SEVERAL APPLICATIONS

- 6.1. In the event of two (2) or more applications being received for the hire of any portion of the facility at one time and date, the City of Kalamunda may without considering priority of application, determine to which applicant the hiring shall be granted.

## 7. DECORATIONS

- 7.1. The use of decorations and/or signage is not permitted in the facility without prior written permission from the City of Kalamunda. Requests to decorate should be made at the time of booking. All approved decorations must be removed after completion of the booking.
- 7.2. Driving of nails and screws etc. into any part of the building fixtures and fittings, and the use of confetti, glitter or similar materials is strictly forbidden.
- 7.3. The use of a large number of candles, smoke devices or pyrotechnics is not permitted in the facilities as they will cause the fire alarm to activate.

## 8. SMOKING/FIRE ALARMS

- 8.1. The City of Kalamunda has adopted a policy, which prohibits smoking inside any City facility. Furthermore, the Smoke Detectors are located throughout the City facilities and are linked to an alarm at the Fire Department.

8.2. Hirer's shall be liable for any call out fees for the Fire Department if any member of the Hirer's group falsely activates the Fire Alarm system during the period of hire.

## **9. LAW AND ORDER/SAFETY**

9.1. The Hirer shall comply with the provisions of the Health Act, Occupational Health and Safety laws, the Police Act and the Criminal Code, or any other Act in force.

9.2. It is the responsibility of the hirer to ensure that no person behaves in a disorderly manner or causes a nuisance or annoyance to an owner or occupier of any property within the vicinity of the facility.

## **10. NOISE**

10.1. The Hirer must ensure that event patrons/participants, whether during the performance/event or when leaving the venue, create no undue noise. Any complaints received from adjacent residents could jeopardise future applications.

## **11. CLEANING**

11.1. The area/s of use should be left in a clean and tidy condition immediately after use to ensure other Hirers are not disadvantaged. Failure to observe this will result in the Hirer being billed for additional cleaning. Please note: Cleaning products not supplied.

## **12. HIRED AREA**

12.1. People participating in the booking are to remain within the area/s hired.

12.2. The Mayor and the Chief Executive Officer or any Officer of the City of Kalamunda appointed by the Mayor or the Chief Executive Officer shall at times be entitled to free access to any part of the facility.

## **13. FLOORS**

13.1. No talcum powder, sawdust or resin is to be used without prior consent from the City of Kalamunda. Plants containing water are not to be placed on floors. If floors are damaged in any way, a charge will be made for restoration.

## **14. SECURITY**

14.1. The City of Kalamunda reserve the right to insist on security/crowd control being provided by the hirer and to impose a limit on the number of people present.

14.2. Doors to outside areas must be secured/monitored during the period of hire, to protect both facility equipment and the hirer's possessions.

14.3. The City facilities are installed with an alarm system. The hirer is required to vacate the building within the allocated time. If security is required to attend and/or secure the building before or after this prearranged time, the cost of this call-out will be met by the hirer.

14.4. Following the booking all lights and electrical appliances are to be switched off, exit doors and internal doors locked and windows secured.

## **15. CURFEW**

15.1. The curfew for this facility is (1.00am); hence the premises must be vacated by this time.

## **16. EQUIPMENT**

16.1. Articles and goods left during/after the hire of the facility are left at the hirer's/owner's own risk. The City of Kalamunda accepts no responsibility for items left on the premises during/after the completion of hire.

16.2. Each building is equipped with a limited number of tables and chairs. Any additional equipment required is to be provided at the hirer's expense. Please note: Cutlery or crockery is not provided.

16.3. Any damage is to be reported to the City on the next working day so that repairs can be carried out as soon as possible.

## **17. BREAKDOWNS**

17.1. In the event of a breakdown in services, utilities, equipment, etc. no responsibility will be accepted by the City of Kalamunda but every care and precaution will be taken in this regard.

## **18. LIQUOR AND REFRESHMENTS**

18.1. The Hirer shall not bring or sell any liquor, beverage, food or refreshments on any part of the premises hired unless in accordance with the Liquor Control Act of 1988 and unless specifically approved by Centre Management.

18.2. If alcohol is to be consumed an Application to Consume Alcohol form must be obtained from the City of Kalamunda prior to your booking.

- 18.3. If alcohol is to be sold a licence needs to be obtained from the Office of Racing, Gaming and Liquor (Licensing Division), 87 Adelaide Terrace, Perth, 9425 1888, fourteen (14) days prior to your function.
- 18.4. The Hirer shall not cause, suffer or permit to take place at the Centre any activity that is contrary to the specifications of the Liquor Licensing Act (1988).

**TERMINATION**

- 18.5. If the Hirer fails to duly and punctually observe and perform all or any of the terms and conditions set out in this contract, then the City of Kalamunda may give notice in writing to the Hirer terminating this contract and any future contracts.

**INDEMNITY**

- A. Subject to Clause B, The Hirer will at all times indemnify the City of Kalamunda from and against any foreseeable loss or liability that is caused by any unlawful or negligent act or omission by The Hirer or breach of this contract by The Hirer.
- B. The Hirer's liability to indemnify the City of Kalamunda under this clause will be reduced proportionately to the extent that such loss or liability was contributed to by any unlawful or negligent act or omission or breach of this contract by the City of Kalamunda, its officers, employees, subcontractors, agents or professional advisers.

I hereby acknowledge having read the attached Conditions of Hire and agree to abide by the conditions therein. I agree that the information declared above is true and correct, and I have read and understand that my rights are limited by this disclaimer.

Please note that local police may be notified of your booking.

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