



Maida Vale Netball Courts

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

Type of booking: _____

No. of people attending: _____

Brief description of booking: _____

Please tick/Circle how many courts						Date	Day	Times	
								Netball Courts	
1	2	3	4	5	6				
1	2	3	4	5	6				
1	2	3	4	5	6				
1	2	3	4	5	6				
1	2	3	4	5	6				
1	2	3	4	5	6				
1	2	3	4	5	6				
1	2	3	4	5	6				

Office Use Only Booking Received: _____ Booking ID #: _____

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 48 hours prior to your event. Cancellations of less than 48 hours from a booking will be charged accordingly. Please email the Recreation Facilities Bookings Officer Cheryl.delborrello@kalamunda.wa.gov.au or contact our staff on 9359 1700.

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. DECORATIONS

- 6.1. The use of decorations and/or signage is not permitted in the facility without prior written permission from the City of Kalamunda. Request to decorate should be made at the time of booking. All approved decorations must be removed after completion of the booking.
- 6.2. 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.
- 6.3. 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.

7. SMOKING/FIRE ALARMS

- 7.1. 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.
- 7.2. 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.

8. LAW AND ORDER/SAFETY

- 8.1. Hirer's 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.

8.2. 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.

9. NOISE

9.1. 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.

10. CLEANING

10.1. 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.

11. HIRED AREA

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

12. FLOORS

12.1. 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.

13. SECURITY

13.1. City facilities are installed with an alarm system. The Hirer is required to vacate the Facility within the allocated time. If security is required to attend and/or secure the Facility before or after this prearranged time, the cost of this call-out will be taken out of the bond payment.

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

14. EQUIPMENT

14.1. 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.

14.2. Each Facility is equipped with a limited number of tables and chairs. Any additional equipment required is to be provided at the Hirer's expense.

14.3. 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.

15. BREAKDOWNS

15.1. 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.

16. LIQUOR AND REFRESHMENTS

16.1. 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 the City of Kalamunda.

17. TERMINATION

17.1. 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.

Signature: _____ Date: _____