

## Conditions of Hire

Please read the following carefully prior to completing your online booking request.

### Bookings

Bookings are to be made on the Shires website through the on-line booking system which. Each space page will outline the Fees and charges associated with the venue at the time of making your booking.

**For full fees please refer to the Shire's Schedule of Fees and Charges, which can be found at the following link <https://portal.lgsolutions.net.au/Fees/Public/SJS> on our website.**

Applicants must be 18 years or over.

The Shire reserves the right to refuse any booking if it considers that such a booking is not in the best interests of the preservation of the Shires facilities.

Bookings will be taken up to 12 months in advance.

All bookings are subject to the Hirer being responsible for the compliance with legislative requirements including Council Policies, Local Laws and Regulations.

Bookings are coordinated on a Financial Year basis, as fees and charges are subject to change annually. All bookings are subject to the Hirer being responsible for the compliance with legislative requirements including Council Policies, Local Laws and Regulations (see also *Compliance with Legislation and Local Laws*). Maximum occupancy rates are stated on the application form and are to be adhered to.

Use of the facility is for the days, times and activities specified in the booking request and subsequently confirmed by Shire when accepting and approving your booking

Hirers who are found to be using the facilities outside of the confirmed booking times and dates will be charged for this use accordingly.

### Confirmation of Booking

When the Hirer makes a booking the Shire will either accept or decline the booking online and details will be e-mailed to the hirer. The Hirer will be responsible for ensuring the use of the facility/reserve complies with the approved purpose and all other conditions of hire. Any Hirer granted approval to use a Council facility/reserve is at no time permitted to sub-lease or make it available for hire to any other individual or group. Unauthorised use or entry to a facility at any time without written consent from Council may result in legal implications.

### Cancellation by Hirer

Cancellations and changes may be made by the hirer on the SpacetoCo booking platform. If a hirer cancels the booking four weeks prior, then a full refund is applicable. If a hirer cancels less than four weeks prior, 25% of the original booking fee is to be retained by the Shire and the balance refunded.

### Cancellation of bookings by the Shire of Serpentine Jarrahdale

The Shire may need to cancel or reschedule a booking with limited notice if a facility is required as part of a municipal emergency or for urgent maintenance issues. When maintenance is scheduled on a facility, every effort will be made to ensure the hirer is given at least 21 days notification and the Shire will assist the hirer to make alternative arrangements where possible.

### Payment

Hire fees are deducted from your nominated account through the online booking system once your booking has been accepted and approved.



## **Bond**

All bonds must be paid in full prior to the function. The bond amount is determined by Shire staff once your online booking has been received. Bonds are held against your nominated account four days prior to your event date and released four days after your event subject to any keys being returned and an inspection of the facility to ensure it has been left in an undamaged, clean and tidy condition. If additional cleaning or repairs, due to damage or replacement of missing/stolen items, is necessary as a result of hiring, then part or whole of the bond will be retained and any costs over and above the bond will be incurred by the Hirer. The Shire will hold the bond until any dispute/s (if any should arise) or otherwise have been resolved. The Shire will also issue an invoice for any outstanding costs to be covered over and above the bond amount that has been paid.

## **Security**

The Hirer is responsible for securing the premises and ensuring that all lights and appliances are turned off and all external doors are locked. In the event the Hirer does not properly secure the building (or cause false alarms), any costs to recover security call out charges, repair to damaged items or replacement of stolen items will be borne by the Hirer. If security staff are required for any function the costs of such a service will be borne by the Hirer.

## **Damage to Building and Equipment**

Please ensure that any notable damage is reported to the Shire prior to the commencement of your booking, as it will be deemed that this damage occurred during the course of your booking. The Hirer is responsible for any damage or loss to the building, equipment or collection that may occur while the facility is under hire, or in the event that the facility is left unsecured by the hirer. This includes, but is not limited to, damage to parking bollards, reticulation, piping, trees, shrubs, outside sporting structures such as tennis nets and football/soccer goals fences, grass, signs, lighting etc. In the event that the costs to clean/repair any damage exceeds the bond, the Shire will invoice the Hirer for the full amount of the repair cost. Payment for any damages to be paid as per tax/invoice due date. See also "Security".

## **Personal Items**

The Hirer is responsible for insurance of his/her own equipment/items, as the Shire will not be responsible for replacement of this equipment as a result of the equipment being lost, stolen, or broken on Council's facility.

## **Room Set Up and Furniture**

The Hirer is to return all furniture at the facility to the correct storage area.

## **Kitchen Facilities and Catering**

Hirers using the kitchen must supply their own food, beverages, tea towels, crockery, cutlery and glassware.

## **Cleaning**

It is the responsibility of the Hirer to leave the facility in a clean and tidy condition within the confirmed booking hours. This includes but is not limited to ensuring floors are swept and mopped; benches, stoves, chairs and tables are wiped clean; toilets cleaned and tidied; chairs stacked and tables folded and stored in their original position; all food scraps, rubbish, decorations and equipment are removed.

Hirers to note the Shire does not provide cleaning equipment. Hirers are to provide their own cleaning equipment including mops, buckets and vacuum.

A cleaning checklist is provided at time of booking that can be used as a guide. If cleaning is required as a result of your booking, forfeiture of your bond may occur, or an additional fee applied.



## Liquor Licence to sell and Permit to consume alcohol

In accordance with Council Policy 5.1.1 – Alcohol Management, alcohol is to be consumed on the premises, an application is to be completed and a Permit to consume Alcohol will be issued by the Shire of Serpentine Jarrahdale. The option to consume alcohol is available when making your online booking. The Permit fee is added to your hire fee and deducted from your nominated account when your booking has been approved. If Alcohol is to be sold by the hirer, an application must be made to the Department of Racing, Gaming and Liquor (WA). This must be submitted to the Shire at least fifteen (15) working days prior to the hire date. For further information, the Hirer must contact the Department of Racing, Gaming and Liquor (WA). The consumption of alcohol in any public open space is illegal.

## Compliance with Legislation and Local Laws

Noise levels must comply with the Environmental Protection (Noise) Regulations 1997 and kept to minimum between 10pm and 7am. The Hirer acknowledges a breach of the Environmental Protection Act 1986 may result in enforcement action by Police or Environmental Health Officers.

Food handling and safety must comply with regulations outlined by the Department of Health in the - Food Act 2008, Food Regulations 2009 and Australia New Zealand Food Standards Code. For more information please contact the Shire of Serpentine Jarrahdale's Health Services on 9526 1111.

Smoking is strictly prohibited in all Shire facilities. Smoking must be restricted to outdoor areas only (not within five (5) metres of any entry/exit) and any discarded butts disposed of appropriately.

All parking is to be in accordance with the relevant by-laws and road rules.

Attendance must not exceed the accommodation capacities determined by the Department of Health. In the event that such numbers are exceeded, the Hirer takes full responsibility for any legal action such as the termination of their function.

## Displays, Signage and Decorations

Drawing pins, nails, screws or adhesive tape and blue tack must not be used to affix decorations. All decorations are to be completely removed after the event. If any items remain, the cost of removal may be deducted from the bond.

Confetti and silly string must not be used in any Shire facilities or on Shire reserves. Balloons must be biodegradable and are not to be released from Shire reserves. The releasing of balloons is an act of litter and biodegradable balloons assist in not contributing to litter and environmental impacts. Please remove all balloons from the facility or reserve after your event.

## Vehicle Access

No vehicle is authorised to access any facility, oval or public open space area without obtaining prior consent from the Shire.

## Tents / Marquees

No tent or marquee is to be erected at any facility, oval or public open space area without obtaining prior consent from the Shire. No stakes and/or pickets are to be placed into any part of the ground without Shires consent in order not to damage reticulation. Any repair or damage to the Shires reticulation will be at the expense of the Hirer. Please ensure any stakes and or pegs are removed to avoid damage to equipment.

## Line Marking

Permission is required from the Shire prior to any line marking. All line markings or ovals are the responsibility of the Hirer. A water-based paint must be used. Other materials are prohibited due to toxic effects to both people and the oval.

## Deliveries, Storage and Removal

The facilities have limited available storage space. The Shire will not accept liability for any damage or loss to goods left or stored in the facility prior to, during or after an event.



## Prohibitions

The use of smoke machines, dry ice machines and special effects are prohibited at all times. No flammable liquids or other dangerous substances shall be brought to any facility. No live ammunition, gunpowder or fireworks shall be brought to any facility. No candles are to be used.

Activities involving naked flames are not permitted, unless approved under the special conditions.

## Maintenance – Reporting of Issues

As a courtesy to future users of the facility or oval, please report any damage to the facility or equipment that is out of order. If possible, please supply photos. The Shire may close any facility at any time (with limited notice provided) to conduct maintenance. **After Hours Emergency Contact – 9526 1111**

## Insurance

The Shire has Public Liability Insurance which covers not-for-profit and unincorporated casual hirers. All corporations, incorporated bodies and or all Australian Business Number holders such as; seasonal hirers, sports clubs, associations and businesses are expected to have their own Public Liability Insurance.

All Casual Hirers including person or group of persons (not being a sporting body, club, association, corporation or incorporated body), who hires a Council facility for non-commercial or non-profit making purposes, that exceeds more than 12 times per calendar year must provide their own Public Liability Insurance.

## Safety

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. Electrical distribution power boards are to be protected by Residual Current Devices (RCD's).

## Termination clause

Council may terminate a request for hire should these provisions not be complied with. The hirer shall not be entitled to a refund on any amount paid to the Shire for the hire of the facility property, or any part thereof and the Shire shall not be responsible for any loss or damage, which may have occurred as a result.

## Disclaimer

Hirer shall be responsible for the full observance of these conditions and for the maintenance and preservation of good order at the facility and the immediate surrounds throughout the duration of the hire.

## Declaration

It is a condition of booking that all hirers conform to directions issued to them by Shire staff and agree to the conditions of hire. The Shire, its employees, servants and agents, shall not be held responsible for any loss, damage or injury (fatal or otherwise), to property or person.

The After-Hours Emergency Contact number of 9526 1111 should only be contacted for reasons pertinent to the facility. For any emergency such as fire, contact 000 directly.

I ..... being the duly authorised representative of the applicant accept full responsibility for the above booking and will ensure compliance with the relevant Conditions of Hire (including applicable Legislation and Local Laws).

Signature..... Date .....

