

Conditions of Hire

- 1.** The City permits the hirer to hire the City's Community Facilities as described and in accordance with the terms stated in the Detailed Booking Report issued to the hirer at the time which the hirer's booking is confirmed by the City.
- 2.** In order to be eligible to submit a booking request for the City's Community Facilities, the hirer must:
 - a) complete the Covid-19 Hygiene Training Course provided by the Department of Health of Western Australia (training is available from: <https://www.health.gov.au/resources/apps-and-tools/covid-19-infection-control-training>); and
 - b) submit a copy of the certificate obtained from the Covid-19 Hygiene Training Course to the City's Facilities email account facilitiesbooking@kalamunda.wa.gov.au
- 3.** The City permits the hirer reasonable further time prior to the commencement of the Hire Period and following the termination of the Hire Period for the purpose of cleaning and sanitising the areas that will be used and/or have had contact with individuals during the Hire Period. The 'reasonable' period to be afforded to the hirer prior to and following the termination of the Hire Period is at the discretion of the City.
- 4.** The hirer must remove all user equipment at the time of vacating the facility even if this event occurs prior to the termination of the booking, unless the City consents to the user equipment being removed at a later time.
- 5.** Any outstanding amounts as a result of amendments made to bookings will be deducted from the bond provided by the hirer or any balance exceeding the bond is to be met by the hirer (if the amount exceeds the bond).
- 6.** The hirer is required to keep a register of patrons attending their booking including any employees of the hirer and any third parties attending the facility during the Hire Period which is to be submitted within 24 hours after the Hire Period to facilitiesbooking@kalamunda.wa.gov.au.
- 7.** Other internal meeting spaces adjoining the facility booked by the hirer must not be entered or used before, during and after the Hire Period. The hirer is strictly only permitted to use the facility hired in accordance with the terms in the Detailed Booking Report.
- 8.** The hirer of the facility must supply their own cutlery, crockery and groceries for their booking and remove these items at the termination of the Hire Period for the facility hired.
- 9.** The hirer of the facility must supply their own cleaning and sanitising products to clean and sanitise the areas that will be used and/or have had contact with individuals during the Hire Period. .
- 10.** The hirer must provide and make available at the entrance to the facility hired a sufficient amount of hand sanitiser for the number of patrons to attend the facility during the Hire Period.
- 11.** At the termination of the Hire Period for the booked facility, all lights and electrical appliances are to be switched off, internal doors and exit doors locked, windows secured and facility armed (if applicable)
- 12.** The facility booked by the hirer shall be left in a clean and tidy condition to the satisfaction of the City including:
 - Tables and chairs to be cleaned and stacked away in the designated storage areas.
 - Cleaning of door handles, light switches, air conditioning remote controls and security alarm pad (if applicable).
 - Toilet cubicles to be sprayed with disinfectant and basins to be wiped down.
 - Floors to be swept and mopped (cleaning equipment will be supplied by the City, cleaning products are the responsibility of the hirer).

- All rubbish is to be placed in the outside wheelie bins provided.
- 13.** All costs for losses, damage or extra cleaning required inside and/or outside of the facility will be met by the hirer. The hirer must inform the City if any damage is discovered prior to the commencement of the Hire Period. The City reserves all rights against the hirer including but not limited to utilising the hirer's bond if the hirer fails to disclose any damage discovered by the hirer prior to the commencement of the Hire Period.
 - 14.** The driving of tacks, nails, screws or fixing of blue tack etc. into any of the woodwork or walls or any part of the building, furniture or fixtures is strictly prohibited. Internal and/or external decorations, signage or affixations are not permitted to be erected or affixed without the approval of Council Officers.
 - 15.** The use of candles or smoke devices within City facilities is not permitted as they will cause the fire alarm to activate.
 - 16.** It is the responsibility of the hirer to ensure that no person behaves in a disorderly manner or causes a nuisance or annoyance during the Hire Period. The hirer must ensure and maintain the order of guests and that decent behaviour is maintained both inside and outside the facility being hired (e.g. in car park and surrounding areas) before, during and after the Hire Period. The City reserves its rights against the hirer including but not limited to utilising the hirer's bond if police are called out due to excessive noise or to maintain order or disperse a disorderly crowd during the Hire Period.
 - 17.** In the event of a breakdown in services, utilities, equipment etc. no responsibility will be accepted by the City for the breakdown in service, utilities and equipment but every care and precaution will be taken in this regard.
 - 18.** It may be necessary for maintenance work to be carried out on grounds and venues during the year and your allocated Hire Period may be affected. If this is the case you will be contacted and advised of the nature of work and proposed timeframe. Every effort is made to find an alternative venue for the hirer however no guarantee can be given.
 - 19.** The City has a **NO SMOKING POLICY** which applies to all Council buildings.
 - 20.** With the exception of Anderson Road Community Hall, Carmel Hall, Forreestfield Library Exhibition Room, Gooseberry Hill Multi-Use Facility, Headingly Road Cottage & Town Square Hall all Council facilities are available for usage where alcohol is either sold or consumed, subject to the following:
 - For alcohol consumption during the Hire Period, a "Permit to Consume Alcohol" must be applied for and obtained from the City. There is a charge of \$27.50 (incl GST) to obtain a permit to consume alcohol.
 - If alcohol is to be sold a license needs to be obtained from the Office of Racing, Gaming and Liquor (Licensing Division) **14 days prior to your function. A copy of the license obtained from the Office of Racing, Gaming and Liquor must be sent to the City of Kalamunda a minimum of 7 days before the commencement of the Hire Period.** ¹
 - 21.** Alcohol is not to be consumed outside of the building.
 - 22.** Each building is equipped with a limited number of tables and chairs for the hirer's use during the Hire Period. Any additional equipment required is to be provided at the hirer's expense. **Please note: cutlery, crockery and audio visual equipment is not provided.**
 - 23.** The City cannot offer exclusive use of facilities to any one group or individual and may on occasion allow usage of a facility to other community groups, individuals or the City itself. In the event of this happening, hirers will be given adequate notice and if practical, another facility made available.
 - 24.** Casual hirers will be invoiced before the Hire Period and payment is required **four** weeks prior to function in accordance with the City's process for invoicing casual hirers. The City reserves its right to automatically cancel a booking without notice to the hirer if payment is not received in accordance with the invoice terms. Invoices for 'Permanent User' bookings are sent by Finance Services at the end of each quarter.

- 25.** Cancellations of 'Permanent User' bookings must be received 14 days in advance of the Hire Period. 'Permanent Users' seeking to book additional dates must notify the City in writing at least 14 days before the intended additional booking date. Casual bookings cancelled within 14 days of commencement of the Hire Period for a booking will result in the hirer incurring a cancellation fee of 50% of the hire fee.
- 26.** If the City's Rangers or contracted Security Company are required to attend before or after the prearranged time, the City reserves its right to recover the cost of the call-out from the hirer.
- 27.** The use of any stage in a City facility hired by the hirer is at the risk of the hirer.
- 28.** The City has taken out a 'Casual Hirer's Liability Policy', which provides public liability insurance coverage for casual hirers of facilities owned by or in the control of the City of Kalamunda. Hirers should note that coverage under the 'Casual Hirer's Liability Policy' is only provided for individuals or groups that use City facilities on an occasional basis (up to twelve times a year) and has not exceeded one hire within any calendar month in accordance with the City of Kalamunda's Public Liability Disclaimer. Hirers should note that they are not covered under this policy if they hire a facility on a regular basis (more than twelve times a year) or if the hirer is an incorporated group, sporting club, or association. Hirers not covered by the Casual Hirer's Liability Policy shall be responsible for arranging their own insurance coverage for any facility it leases from the City in accordance with the City of Kalamunda's Public Liability Disclaimer.

PRIVATE PARTIES & FUNCTIONS CONSUMING/SELLING ALCOHOL

- 29.** For all functions involving alcohol, the following additional conditions apply:
- Bookings forms must be received at least **4 weeks** prior to the intended booking date.
 - The City reserves its rights against the hirer including (but not limited to) utilising the bond if the hirer breaches any of the Conditions of Hire.
- 30.** The City reserves the right to direct that the hirer maintain security/crowd control for any event held during the Hire Period subject to further conditions. These further conditions can include that the hirer engage a licensed security firm during the event subject to the Hire Period at a ratio of 1:40 guests, that the hirer obtain a compliance certificate or statement of compliance in writing from the security firm to provide to the City.
- 31.** Proof of a formal invitation to your event is required before an application will be approved.
- 32.** Functions with alcohol must terminate at 12 midnight.
- 33.** The City of Kalamunda reserves the right to refuse an application for hire at its own discretion.

I hereby acknowledge that I have read the conditions of hire as outlined above and agree to comply with them.

Name:	Signature:	Date:
Organisation	Facility:	Invoice:

For further information contact City of Kalamunda on 9257 9999. PO Box 42, Kalamunda 6926.

¹ The Office of Racing, Gaming and Liquor (Licensing Division) is based at 87 Adelaide Terrace, Perth WA and can be contacted on (08) 9425 1888.