

RECREATION FACILITIES APPLICATION TO HIRE



Function

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 _____

Booking Details (continued)

Will alcohol be consumed? (*Liquor Permit required – complete form on page 6*) Yes No

Will alcohol be sold? (*Liquor Licence & Permit required– complete form on page 6*) Yes No

Security / crowd control been engaged: Yes No

Details of the arrangements you have put in place for security/crowd control (The City of Kalamunda reserves the right to request the hirer employ private security if deemed necessary): _____

Company: _____

Address: _____

Suburb: _____ Phone: _____

Ticket Prices

Will there be an entrance fee charged? Yes No

Standard: _____ Concession: _____

Child: _____ Other: _____

Bond Refund (*Bond refund will be paid via Electronic Funds Transfer*)

Account name: _____

BSB #: _____ Account #: _____

Email address: _____

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 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: _____



Facilities

Application to consume alcohol at

Facility: _____

On (date/s): _____

Expiry time: _____

Conditions

This permit shall be subject to strict adherence to the following conditions:

1. Strict compliance with all sections of the Licensing and Police Acts.
2. No person under the age of eighteen (18) shall be permitted to consume or serve alcohol.
3. You shall guarantee to ensure that orderly conduct is maintained at all times by those consuming alcohol.
4. Alcohol may not be consumed after the expiry time of this permit stated above.
5. All barrels, bottles or other containers shall be removed from the hall/grounds immediately following the function.

Please note that this consent does not authorise the sale of alcohol on the above-mentioned premises, for which purpose a Occasional Function Permit must be obtained from the Department of Racing, Gaming and Liquor (Licensing Division), Level 1, 87 Adelaide Terrace "Hyatt Centre", East Perth, 9425 1888, or www.rgl.wa.gov.au, fourteen (14) days before the function.

It is deemed to be the "sale of alcohol" when alcohol is given away and the person has paid for admission to the premises or for seating in the premises or has made or has been asked to make a donation of money by collection or otherwise.

If you would like advice on running a smooth event, please contact the Midland Alcohol and Drug Advisory Unit on 9250 3948.

I understand and agree to comply with the above conditions.

First Name: _____ Surname: _____

Signature: _____ Date: _____

WESTERN AUSTRALIA
OATHS, AFFIDAVITS AND STATUTORY
DECLARATIONS ACT 2005

STATUTORY DECLARATION

I,.....
.....
.....

{name, address and occupation of person making declaration}

sincerely declare as follows:-

A full and accurate disclosure of all booking details has been made and I have read and am bound by the City of Kalamunda Conditions of Hire. If a breach of the Conditions of Hire is made I understand that I will automatically forfeit the full bond.

This declaration is true and I know that it is an offence to make a declaration knowing that it is false in a material particular.

This declaration is made under the *Oaths, Affidavits and Statutory Declarations Act 2005*

At
{place}

.....
{date}

In the presence of -
{Signature of authorised witness}

.....
.....
{Name of authorised witness and qualification as such a witness}

by
{Signature of person making the declaration}

Professions that can now witness statutory declarations include:

- Academic (post-secondary institution)
- Accountant
- Architect
- Australian Consular Officer
- Australian Diplomatic Officer
- Bailiff
- Bank Manager
- Chartered secretary
- Chemist
- Chiropractor
- Company auditor or liquidator
- Court officer {Judge, magistrate, registrar or clerk}
- Defence Force officer
- Dentist
- Doctor
- Electorate Officer {State – WA only}
- Engineer
- Industrial organisation secretary
- Insurance broker
- Justice of the Peace {any State}
- Lawyer
- Local government CEO or deputy CEO
- Local government councillor
- Loss adjuster
- Marriage Celebrant
- Member of Parliament {State or Commonwealth}
- Minister of religion
- Police officer
- Post Officer manager
- Nurse
- Optometrist
- Patent Attorney
- Physiotherapist
- Podiatrist
- Psychologist
- Public Notary,
- Public Servant {State or Commonwealth}
- Real Estate agent
- Settlement agent
- Sheriff or deputy Sheriff
- Surveyor
- Teacher
- Tribunal officer
- Veterinary surgeon

For further information on commissioners for declarations or witnessing documents please contact (08) 9425 2896.