

Conditions of Hire – Facilities

1 Applications and Bookings

- 1.1 All applicants must be aged 18 years or over.
- 1.2 Tentative bookings are held for 14 days.
- 1.3 Extension of your hirer agreement must be approved by the Facility Bookings Officer and charged accordingly.
- 1.4 Bookings will only be taken up to 12 months in advance.
- 1.5 The number of guests shall not exceed the building's maximum capacity allowance.
- 1.6 Shire of East Pilbara reserves the right to give 7 working days' written notice to cancel any bookings. Such action would only be taken if extreme necessity. The Shire will look to assist with an alternative venue where possible. All monies will be refunded.

2 Bonds

- 2.1 A bond as per the Schedule of Fees and Charges will apply to all bookings.
- 2.2 The bond is held against the following:
 - 2.2.1 Damage to the building, grounds or equipment
 - 2.2.2 Loss of keys
 - 2.2.3 Additional venue use other than the given time.
 - 2.2.4 Security Call Out or not arming security system
 - 2.2.5 Additional cleaning services
- 2.3 The bond can only be refunded to the person or organization whose name is nominated on the application form and appears on the receipt.
- 2.4 Bond refunds will be refunded within ten 10 working days via credit card or bank deposit.
- 2.5 For any breach of the Conditions of Hire there will be a deduction of all or part thereof from the bond at the discretion of the Facility Bookings Officer.

3 Charges

- 3.1 Costs of hire and bonds are in accordance with the current Schedule of Fees and Charges
- 3.2 The minimum booking time is 1 hour.
- 3.3 Payments must be made in advance unless prior arrangement made with Shire of East Pilbara.
- 3.4 Cancellation of any booking must be made in writing three (3) working days prior to avoid any financial penalty.
- 3.5 The hirer may make an application for a transfer to another date, subject to availability and charges.
- 3.6 Methods of payment include EFTPOS and Bank Transfer (must be receipted 7 days prior to event)

4 Insurance – Public Liability

- 4.1 Hirers must provide Public Liability insurance cover of at least \$10 million with the exclusion of individual/private users.

5 Cleaning

- 5.1 The venue must be left in clean and tidy condition. Cleaning Supplies provided.
At the conclusion of the function/session the Hirer shall:
 - 5.1.1 Leave the venue in a clean and tidy condition.
 - 5.1.2 Sweep and mop all floors.
 - 5.1.3 Place all rubbish in bins
 - 5.1.4 Wipe and stack tables and chairs and return to their original condition.
 - 5.1.5 Make sure all fans/air conditioning and lighting are switched off.
 - 5.1.6 Ensure all external surrounding areas, car parks, verges and park lands to be left clean and tidy.
- 5.2 The hirer must remove all excess rubbish from the park or reserve.
- 5.3 Remove all decorations (including materials used to support, hang, or affix the decorations) from the building. (See clause 8)
- 5.4 The hirer must report all damage that has occurred either accidentally or maliciously to any part of the building used.
- 5.5 Fridges and kitchens are to be cleaned and all items removed.

6 Hirers' Responsibilities

- 6.1 Liquor Licenses are the sole responsibility of the hirer, subsequent to permission being granted by the Shire of East Pilbara for liquor to be consumed on the premises, according to the Liquor Licensing Act 1988 Section 119 (1)
- 6.2 Liquor Licenses are required when liquor is sold or provided under a door/cover charge.
- 6.3 Shire written approval is required when liquor is being consumed on the premises.
- 6.4 Hirers must show respect and common courtesy for other user groups within the building or persons in nearby premises.
- 6.5 The hirer is responsible for the behaviour of all persons attending the function or activity.
- 6.6 Hirers are responsible for the insurance of their own equipment or supplies.

6.7 All occasions considered of a high-risk nature by the Shire of East Pilbara must have crowd control at their function. Evidence that crowd control will be in attendance is required before the Shire of East Pilbara will allow the function. A tax invoice/receipt and a copy of the Security Company's Public Liability insurance is required (see Security and Related Activities Control Act 1996)

6.8 The hirer is required to start and finish on time. Set up and clean-up is to be included within the time booked. Failure to do so will incur additional charges or deduction of bond. (See 2.2.3)

7 Keys/Security

7.1 Keys/cards remain the property of the Shire of East Pilbara.

7.2 Keys/cards are to be collected from the Shire's Administration building between 8:30am - 4:30pm Monday to Friday excluding Public Holidays

7.3 Keys/cards are to be returned by the due day/time. Failure to return keys/cards may result in the cancellation of future bookings.

7.4 A security call out fee will be charged to lock/unlock or to arm/disarm the facility review

7.5 It is the hirer's responsibility to ensure that the building is secured prior to leaving the premise

8 Seasonal/Regular Users

8.1 Seasonal/Regular users will make payment of hire charges on a monthly basis.

8.2 Seasonal/Regular users must make a separate application for a one-off event

8.3 Seasonal/Regular users must allow set up & clean up times within the allocated time slot

8.4 For cancellations or changes to bookings, 3 days written notice is required. Cancellations with less than 3 days' notice will incur the full rental fee or cancellation fee as per the current Schedule of Fees and Charges.

8.5 License holders may apply to hold their own key/card in which case a bond will apply. It is your responsibility to maintain the security of this key.

8.6 Hirers are responsible for any public liability in respect to their activity. Should an accident and/or injury occur in the hired venue as a result of the hirer's function and/or activity or general hire of the venue, the Shire of East Pilbara cannot be held liable under any circumstances.

9 Restrictions

9.1 Smoke, fog, snow machines, open flamed candles or fireworks are strictly prohibited.

9.2 All electronic devices and equipment must be tested and tagged.

9.3 Barbecues, kettle BBQs (e.g. weber), smokers, cookers, pizza or tandoori ovens, open grilles that require solid fuel such as wood, briquettes, wood pellets or charcoal are not permitted inside the venue.

9.4 Kegs of any type must not be placed in the Halls/Rooms. They must be stored in the kitchen or kiosk along with other refreshments.

9.5 Confetti or other similar materials are strictly forbidden either inside or outside the building.

9.6 Decorations such as balloons or streamers are allowed inside rooms or halls provided, they are cleaned away at the end of the function. Helium balloons are permitted provided they are anchored.

9.7 Decorations may only be secured using blu tack.

9.8 The driving of nails and screws etc into any part of the building fixtures and fittings is strictly forbidden.

9.9 No equipment of any description is to be dragged, rolled or otherwise moved across the floor areas. All equipment is to be carried or shifted with a trolley.

9.10 Vehicles must only use the parking bays provided. Vehicle access on is restricted to parameter only and not main playing areas unless pre-approved.

9.11 All deliveries and collection to the Hall are to be included in the agreed hire time.

9.12 Noise levels must comply with the Environmental Protection (Noise) Regulations 1997

9.13 The hirer shall comply with the provisions of the Health Act, Liquor Act, Police Act and Criminal Code, or any other Act in force.

10 Feedback

10.1 All feedback must be made in writing at bookings@eastpilbara.wa.gov.au

****Disclaimer: A breach of any of the agreed terms and conditions may result in penalties at the discretion of the Shire of East Pilbara including but not limited to; loss of bond, additional charges, and rejection of future facility booking applications.***

FOR AFTER HOURS ASSISTANCE WITH YOUR BOOKING, CONTACT 0477 992 757
After Hours 4:30pm – 8:30pm