

Conditions of Hire 2020-2021

You hereby acknowledge and agree that your use of the Facilities is subject to the following conditions of use:

- 1) You acknowledge and agree that use of the Facilities is potentially a dangerous activity and may lead to injury. You agree to use the Facilities entirely at your own risk and with due caution. The Shire of East Pilbara ("Shire") does not warrant or guarantee the condition of the Facilities. You further acknowledge that use of the Facilities is unsupervised.
- 2) It is a condition of hire that the Shire shall not be liable for:
 - a) any injury or death that may occur whilst you make use of the Facilities ; or
 - b) any loss or damage to property,
 - i. Howsoever arising as a consequence of your use of the Facilities, including any loss or damage arising as a consequence of the Shire's act or omission, whether negligent or otherwise.
- 3) You agree to:
 - a) not hold the Shire liable for any actions, suits, proceedings, claims, demands, losses, damages, penalties, fines, costs and expenses however arising that you may have had but for this clause arising from or in connection with your use of the Facilities; and
 - b) Indemnify the Shire to the extent permitted by law in respect of all actions, suits, proceedings, claims, demands, losses, damages, penalties, fines, costs or expenses however arising as a result of or in connection with your use of the Facilities.

The Shire of East Pilbara is not in a position to hire out the following facilities during normal school hours 7.30am to 3.30pm: Gymnasium 1 and PA Room

These are shared facilities and are utilised by the Newman Senior High School as classrooms. Usage of these facilities requires the user to liaise with the High School directly. Newman Senior High School can be contacted on (08) 9175 8100.

The Shire endeavors to maintain its facilities in good condition and trusts that the facility meets with your requirements. Applications for hire of a facility or equipment shall be made on the appropriate form. In return for the use of Council facilities you are required to comply with the following regulations.

INSURANCE:

Public Liability – User / Community Groups / Sporting / Organisations / Shows

All Users, Community groups, Shows, Clubs and Associations using Council facilities shall, produce to the Shire: written proof that they have a current Public Liability insurance cover of at least \$10 million. If using other organisations for your Event, then the hirer is responsible for obtaining a copy of their current Public Liability certificate. Confirmation will not be given until a current certificate from the hirer is sighted by Newman Recreation Centre.

1. **PERSONAL BOOKINGS:** are accepted for all facilities if the hire fee is paid in advance. Clubs may pay monthly for permanent bookings by arrangement with the management. Ten (10) working days' notice of cancellation is required to avoid being charged the 20% cancellation fee.
2. **CLEANING:** the facility is to be left in a clean condition- if any cleaning is required to be organised by the Recreation Centre, the charge will be **at cost recovery** and will be invoiced to you after the event. Basic cleaning equipment can be provided, please see Reception. No food or drinks on floor areas where possible.

Floors should be mopped with water- DO NOT USE DETERGENT AS IT STRIPS FLOOR POLISH.

The Hirer shall replace all furniture in the position designated by Recreation Centre staff. Decorations, food scraps and rubbish must be removed, and the facility area swept and left in a clean and tidy condition by the time the booking expires.

3. **LOSS/DAMAGE:** if there is any loss or damage to Recreation Centre property then the cost of replacement will be charged to the hirer after the event.
4. **VACATING PREMISES:** All activities/functions must be finalised and the facility cleaned and vacated upon expiration of the period of hire. If the premises are not vacated; additional hire cost will be deducted from bond or invoiced after the event. Hirers wishing to extend the hire period beyond the original booking are required to do so in writing and hire will be approved at the discretion of management. The facility must be locked and alarmed upon leaving the building, failure to do so will incur additional charges.

5. **NUMBER OF GUESTS:** do not invite more guests that the hired facility can adequately accommodate.
6. **NOISE:** comply with the provisions of the Noise Abatement Act of 1972, sound level output must be reduced if requested by Shire Staff.
7. **RUBBISH:** All rubbish must be removed from the premises and placed in provided external bins.
8. **LIVE FLAMES:** are not permitted within the buildings due to fire regulations. Please note the importance of adhering to the strict no-smoking policy within the Centre building.
9. **INDEMNIFICATION:** Hirers are required to bind as The Hirer to hold the Shire of East Pilbara and employees of the Shire of East Pilbara indemnified against all claims which may be against them for damages or otherwise, in respect of any loss, damage, death or injury caused by, or in the property of the Shire of East Pilbara, during all periods when such venue is on hire to the Hirer.
10. **DOUBLE BOOKINGS:** in the event of two (2) or more applications being received for the hire of the building or facility at the same time and date, the Council may, without consideration or priority of applications, determine which Hirer is successful.
11. **CANCELLATION OF BOOKINGS:** the Council may, at any time, cancel an agreement for hiring the building. Where possible notice of cancellation will be generally given within seven (7) to fourteen (14) working days of the requested booking and all monies will be refunded.
12. **CHARGES:** shall be at rates set from time to time by Council and may include any furniture or equipment. Council reserves the right to grant permission of all or any part of the hire charges to any Hirer.
13. **ADDITIONAL EQUIPMENT:** equipment is available for hire; (as per equipment hire application and Fees & Charges) this needs to be booked at the same time as booking the room for hire. **Bulk Items of Equipment must be picked up after 2.30pm Monday-Friday or 8am-11.30am Saturday, time must be arranged prior.**
14. **HIRERS RESPONSIBILITY:** each Hirer will be responsible for the actions of its members whilst using the facilities. Consideration must be shown at all times for other persons using the facilities. A Hirer may not use equipment belonging to another hire group, without written consent of the leaders or officers of that hirer group and in such cases, the borrower shall be fully liable for any loss or damage occurring to such equipment whilst under his/ her jurisdiction. A person who is intoxicated or whose behavior is considered detrimental to other patrons of a Council facility, or who uses profane language, or marks, damages, or defaces any property of the facility, shall be directed to leave the premises immediately.
15. **MOVEMENT OF FURNITURE & EQUIPMENT WITHIN THE FACILITY BUILDING:**
Hirer's may not move plants, furnishing or fittings without first obtaining the permission of staff at the Recreation Centre. Extreme care must be taken in transporting and positioning tables and chairs, so that such equipment does not damage the floor. **Centre staff do not set up or pack away.** Tables are required to be left clean and stacked neatly away in the Gym 1 Store. Chairs are left clean and stacked as per sign in the Gym 1 Store. All furniture and fittings must be returned to their original positions on completion of booking.
16. **HANGING OF DECORATIONS:** the driving of tacks, nails, screws or affixing of adhesive materials etc. into or on any of the woodwork or walls or any part of the building, furniture or fixtures is strictly forbidden. All decorations are to be hung on the fixtures provided and must be removed after the functions.
17. **AUTHORISED REPRESENTATIVE:** any Officer of the Shire of East Pilbara on duty or any authorised agent of the Shire of East Pilbara, shall be permitted ingress and egress to the facility during an engagement and shall be given every facility for enforcing these conditions.
18. **COMPLIANCE WITH REGULATIONS:** the Hirer of any portion of the facility shall comply with the provisions of the Health Act, Entertainment Tax Act, Police Act and the Criminal Code and State Electricity Commission Regulations and any other Act in force for the time being, applying to such hiring of the facility.
19. **LIQUOR AND FOOD:** if liquor and/or food is being sold or offered at the function or included in the price of the admittance ticket, a function permit must be obtained from the Clerk of Courts and Council permission obtained in writing.
20. **THE HIRER MUST ENSURE THAT:**
 - a. No light and no lighting fixture or fitting is interfered with, covered or decorated in any way.
 - b. No live flame i.e.; candles, kerosene, lanterns etc., are brought into or used in the building.
 - c. No confetti is brought into or used in the building.
 - d. Any kitchen or food preparation room is left in a clean condition and that all rubbish is placed in the bags or other receptacle provided therefore (except when rubbish is removed).
 - e. All decorations, including flowers and all equipment brought into the building are removed by the time the period of hire terminates.
 - f. No damage is caused to the building or any property, chattels, equipment, fixtures or fittings therein or used in connection therewith.
 - g. No property, chattels, equipment, fixtures or fittings are removed from the building.
 - h. No nuisance or annoyance is caused to owners or occupiers of property in the vicinity of Council Owned Facilities.
 - i. Where liquor or others drinks are to be serviced from a keg or other bulk container, such keg or container must be located in the place designated by an Officer of the Council.
 - j. No gas bottles to be used or left inside any facility.
 - k. No high heels or studs are to be worn on the floor in Whaleback Arena (Gym 2).
21. **SCAFFOLDING:** the hirer must inform the Newman Recreation Centre when submitting a booking form, that they require the use of scaffolding. The Hirer is responsible to ensure an appropriate licensed person is available to erect and use this equipment. The Shire of East Pilbara takes no responsibility for any damages, injury or death incurred whilst utilising such equipment.

22. **PUBLIC EVENTS:** If your booking is deemed a public event under the Health Act 1911, you will be required to also complete relevant paperwork from the Shire of East Pilbara Public Events team. Please contact the Newman Recreation Centre for more information.

Newman Recreation Centre requires a **\$100 booking deposit**, which will be deducted off your final invoice at the end of the hire period.

Bookings will be confirmed in writing upon receipt of the deposit.

Booking fee is non-refundable UNLESS two weeks' notice of cancellation is given.

All users of Council owned facilities are required to pay a bond. Please speak to a member of staff for clarification.

I acknowledge, understand and accept the conditions of hire.

Print Name: _____

Signature: _____ **Date:** _____

Please provide credit card details for refund of bond after post event inspection:

Card Number:

Expiry: _____ **CCV:** _____