

Marble Bar Facility Hire Application Form

Please note: at least 72 hours notice is required for all bookings

Applicant Details:

Name of Group / Club / Organisation: _____
 Contact name: _____
 Address: _____
 Suburb: _____ Post Code: _____
 Phone: _____ Email: _____
 Number of attendees: _____
 Description of intended use: _____
 Please tick: Commercial (*profit*) Community activity (*not for profit*) Individual / Private

	Yes	No
Is a copy of your Public Liability attached?	<input type="checkbox"/>	<input type="checkbox"/>
Is the event outside Reception hours? (<i>Monday –Friday 8:00am till 4:30pm</i>)	<input type="checkbox"/>	<input type="checkbox"/>
Will alcohol or food be consumed? (<i>Permits will be required</i>)	<input type="checkbox"/>	<input type="checkbox"/>
Is this a Public Event? (<i>Permit will be required</i>)	<input type="checkbox"/>	<input type="checkbox"/>
Is this a Junior Activity (<i>4-16yrs</i>) based in the SoEP?	<input type="checkbox"/>	<input type="checkbox"/>

Office Use Only	Booking #: _____
Application Requirements:	
Public Event Application Required Y / N	Booking Confirmation Y / N
Emailed Y / N	
Traders Permit Application Required Y / N	Booking entered into Calendar Y / N
Emailed Y / N	
Liquor Permit Application Required Y / N	Emailed Confirmation to Hirer Y / N
Emailed Y / N	
Public Liability attached Y / N	Scanned Documents & Save Y / N
Bond Details:	
Amount: \$ _____ Paid Y / N	Receipt #: _____
Deductions Y / N Amount: \$ _____	
Refunded Y / N Amount: \$ _____	Receipt #: _____
Pre Booking Inspection: _____ Post Booking Inspection: _____	
Invoice Journal:	
Invoice Y / N Amount: \$ _____	Invoice #: _____ Date: _____
Journal Y / N Amount: \$ _____	GL #: _____ Date: _____
Staff Member:	
Name: _____	
Sign: _____	Date: _____

Facilities Required: (Please tick/circle where appropriate)

External (please tick facility options under each venue)		
Civic Centre (266ppl) <input type="checkbox"/> (Please tick required area below)	Marble Bar Recreation Complex (35ppl) <input type="checkbox"/> (Please tick required area below)	Marble Bar Sporting Complex (55ppl) <input type="checkbox"/> (Please tick required area below)
<input type="checkbox"/> Civic Centre & Kitchen	<input type="checkbox"/> Rec Shed Building	<input type="checkbox"/> Racecourse
<input type="checkbox"/> Kitchen	<input type="checkbox"/> Toilets	<input type="checkbox"/> Ablution
<input type="checkbox"/> Outdoor Area	<input type="checkbox"/> Courts	<input type="checkbox"/> Jockey rooms
<input type="checkbox"/> Toilets		<input type="checkbox"/> Grounds

Details of Booking:

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Date Start							
Date Finish							
Time Start							
Time Finish							

Equipment for Hire:

Equipment Available	Total Available	Cost per day	Number	days	Total cost	Date to be collected	Date to be returned
Inflatable Outdoor Cinema	1	\$450.00					
Tables	10	\$7.50					
Chairs	100	\$1.50					

Lighting: if you required lighting on ovals/courts please specify below

Please tick: Training Competition

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Date Start							
Date Finish							
Time lights ON							
Time lights OFF							

Conditions of Hire:

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 Conditions of Hire.

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,
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.
4. **Insurance – Public Liability – User / Community Groups / Sporting / Organisations / Shows**
 - a. 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 the Facility Administration Officer.
 - b. All organisations with a lease or license agreement are required to provide a copy of content insurance to Shire of East Pilbara.
5. **Bonds:** A bond as per fee schedule will be applicable to all bookings. The bond is held against the following:
 - Damage to the building / facility or equipment
 - Loss of keys
 - Additional cleaning
 - Additional access to the venue other than allocated time
 - Breach of conditions of hire including supplying false information

The hirer will also be liable for costs in excess of the bond deposited to meet the full cost of damage or cleaning. Failure to clean tables and chairs will incur a cleaning fee. Facility Hire bonds will also be forfeited in the event of any substantiated community complaints being received, in the respect of anti-social behavior/activity attributed to patrons of the function conducted at the premises. Bonds will only be returned to the person nominated in the Facility Hire Application Form. Bond refunds will be made by bank transfer within Ten (10) working days after a successful facility inspection and return of the keys.
6. **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 cancellation fee
7. **Cleaning:** The facility, including bathrooms and change-rooms, are to be left in a clean condition – if any cleaning is required to be organized by the Shire Office, the cost will be at cost recovery, which will be invoiced after the event. Cleaning equipment is provided. No food or drink 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.
8. **Loss / Damage:** If there is any loss or damage to the Shire of East Pilbara property, then the cost of replacement will be taken out of the bond.
9. **Vacating Premise:** 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 the bond or invoiced after the event. Hirers wishing to extend the hire period beyond the original booking will also incur staff wage costs to be negotiated with the Facility Administration Officer. All external facilities must be locked and alarmed upon leaving the building, failure to do so will incur additional charges.
10. **Number of Guests:** The number of guests shall not exceed the buildings maximum capacity allowance.
11. **Noise:** comply with the provisions of the Noise Abatement Act of 1972, sound level output must be reduced if requested by Shire Staff.
12. **Rubbish:** All rubbish must be removed from the premises and placed in provided external bins.
13. **Live Flames (excluding cooking equipment):** are not permitted within the buildings due to fire regulations. Please note the importance of adhering to the strict no-smoking policy within all Shire of East Pilbara buildings. Fire permits must be sought for any live flames.

14. **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.
15. **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.
16. **Cancellation of Bookings:** The Hirer shall provide written notice of no less than Ten (10) working days' of cancellation to avoid being charged the cancellation fee. 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.
17. **Cancellation Fee:** The cancellation fee shall be 20% of entire booking charges.
18. **Fees and 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.
19. **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.
20. **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
21. **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 Shire Administration Office. 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 provided storeroom. All furniture and fittings must be returned to their original positions on completion of booking.
22. **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
23. **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.
24. **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.
25. **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, relevant permits must be obtained from the Environmental Health Officer at Shire of East Pilbara and comply with Liquor Control Act and any other Rules and Regulations.
26. **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. No gas bottles to be used or left inside any facility.
27. **Scaffolding:** the hirer must inform the Shire of East Pilbara 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.
28. **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 Coordinator Clubs and Events via email cce@eastpilbara.wa.gov.au for more information.
29. **Signage:** Should a club, group or association wish to display sponsorship signage, they must submit a standard planning application form, two coloured copies of proposed signage designs and a proposed location to the Shire of East Pilbara. Any signage must not, in anyway, be offensive or discriminate.
30. **Line Marking:** Water based paint or chalk is the only substance to be used for the marking of ovals. Lime, creosote, sump oil, herbicide or any other chemical is prohibited for marking grounds. The Shire of East Pilbara is to be made aware of line marking schedules to coincide with the Parks and Gardens mowing and maintenance. To ensure only approved materials are used for line markings, please contact Shire of East Pilbara with the material name. If inappropriate line marking materials are used, then a charge will be incurred to rectify and damages caused.
31. **Recreation and Sporting Complex:** Lighting bookings must be submitted minimum 24 hours prior to booking to ensure enough time is available to program lighting schedules. All season bookings must submit booking form with a copy of the fixtures for the season. Shire of East Pilbara Parks and Gardens team can deem an oval unfit for use at any stage during a booking.

Bookings are confirmed once a Hirer has received a written Booking Confirmation from the Shire of East Pilbara.

Keys will be organised for collection once the Booking has been confirmed and the Bond has been paid in full.

For any enquiries or questions please do not hesitate to contact Shire of East Pilbara on 08 9175 8000 or fao@eastpilbara.wa.gov.au

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

I acknowledge and understand the conditions of hire
Print name: _____
Signature: _____
Date: _____