

VENUE HIRE

TERMS AND CONDITIONS



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PROCESS TO HIRE

1 Agreement to the contract

- 1.1 Purpose of hire: Organisations, groups or individuals hiring venues/rooms managed by Waroona Community Resource Centre do so only for the stated purpose of hire. The purpose of hire must be lawful and conducted in a manner that does not disrupt users of other rooms.
- 1.2 Times of hire: The period of hire shall commence and conclude strictly at the agreed times nominated on the 'Venue Hire Application Form' and the venue must be vacated promptly at the conclusion of the hiring period. An extra charge will be imposed for any additional time used which is not booked in advance. Please note: that all of our premises are monitored.
- 1.3 Vacation of venue: No bookings will be accepted past 9pm.

2 Application for hire and confirmation of booking

- 2.1 Once a 'Venue Hire Application Form' is received (via Mail, Email or Online), Waroona Community Resource Centre staff will confirm the booking via email within seven (7) working days. If you do not receive a confirmation after seven (7) working days, please contact us on (08) 9733 3011.

3 Hire costs and payment arrangement

- 3.1 Waroona Community Resource Centre will review rates annually.
If you believe that your organisation is eligible for a discounted rate based on Not-For-Profit (NFP) organisation status, you are required to attach your ATO Certificate with your venue hire application form.
- 3.2 Regular Hirers – Hire charges will be calculated and invoiced in advance. Waroona Community Resource Centre prefers direct bank transfer for payments.
- 3.3 Casual Hirers:
 - 3.3.1 Upon confirmation of the booking, invoices will be emailed to the hirer.
 - 3.3.2 Full hire charges must be paid within 14 days from date of the invoice. If full payment is not received within the specified time frame, your booking may be cancelled and cancellation fees will be applied (see point 5. Cancellation of booking).

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| Schedule of Additional Charges |
|--|
| ITEM |
| Chairs / Tables not cleaned or packed away |
| Additional cleaning of premises |
| Hirer's personal items or hired equipment left at premises outside of agreed hire period |
| Rubbish not removed from building |
| Air Conditioning/Heaters left on |
| Decorations or parts thereof left at premises |
| Complaints from nearby residents for noise disturbances |
| Non-payment of all or part of agreed hire charges |
| An event which requires the attendance of any Emergency Services |
| Fine incurred for excessive noise as per EPA 1997 |
| Any/all Blutac/Adhesive NOT to be used on walls. |
| Any damage as outlined, but not limited to: <ul style="list-style-type: none">• Broken window / glass• Damage to flooring• Damage to venue property / premises |

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4 Cancellation of booking

To cover the income opportunity costs and administration costs to Waroona Community Resource Centre the following cancellation charges will be applied, debt recovery processes will apply if fees are not paid:

- 4.1 **Regular hirers:** Waroona Community Resource Centre requires a minimum of 30 days written notice (email acceptable) to cancel any booking. In the event of cancellation with less than 30 days' notice, the hirer will be required to pay 100% of the hire charges.
- 4.2 **Casual hirers:** will be charged as follows:
 - 4.2.1 Cancellations received with less than 7 days notice of the intended date of hire, the hirer will be required to pay 100% of the hire charges.
- 4.3 Cancellation by Waroona Community Resource Centre: Waroona Community Resource Centre reserves the right to cancel your booking (or future bookings) if the terms and conditions of hire are breached. Waroona Community Resource Centre will provide written or verbal notice cancelling a booking (without advance warning if necessary) if:
 - 4.3.1 The regular hirer neglects to pay invoiced fees within the required timeframe: Cancellation fee equals 100% of hire charges.
 - 4.3.2 Waroona Community Resource Centre become aware that any event, goods, or services proposed to be held or provided by the hirer is/are objectionable, dangerous, inappropriate for the venue, prohibited by law, or would be of detriment to Waroona Community Resource Centre, the community, or be in contravention of any laws or the conditions stipulated in the hire agreement. In this case, any payment received will be retained by the Waroona Community Resource Centre.
 - 4.3.3 Repairs or alterations are underway.
 - 4.3.4 The premises are not fit for use due to electrical or security failure, or damage.
 - 4.3.5 You have not provided evidence of adequate insurance coverage if required.
 - 4.3.6 Natural Disasters and Acts of God.

5 Access to venue

- 5.1 Premises may only be occupied during the times specified in the Application For Hire.
- 5.2 Cleaning and pack up time must be included within the hire session time.
- 5.3 If the venue has been hired until 9pm the hirer must ensure that the premises are vacated no later than 8:45pm.
- 5.4 All goods and equipment provided by the hirer (including music equipment, jukeboxes, decorations, leftover food/drink etc) must be removed from the premises within the hire time.

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HIRER'S OBLIGATIONS DURING HIRE

6 General obligations

- 6.1 Personal belongings / food items left unattended at the venue will be at the hirer's own risk. Any equipment arranged by the hirer (eg. Jukebox) must be removed from the venue by the end of the hire period. The venue will not be available the following day to collect equipment.
- 6.2 The hirer must allow un-restricted access to the venue at any time by Waroona Community Resource Centre staff on official business, security officers or emergency officers.

7 Cleaning, setting up and packing up

- 7.1 All of the following is required within the period of hire:
 - 7.1.1 The premises must be left in a clean and tidy condition, with floors swept and mopped (if required), the kitchen cleaned and the room returned to its original setup.
 - 7.1.2 Cleaning and pack up time must be included within the hire session time. The Hirer is responsible for the Set up and Pack up of furniture required by the hirer.
 - 7.1.3 The hirer is responsible for removing all rubbish from inside the premises; rubbish must be placed in the rubbish bins provided and not left in the rubbish bins inside the premises.
 - 7.1.4 If the premises are not left clean at the end of the hire period, cleaning costs will be charged.

8 Restrictions to numbers

- 8.1 To satisfy fire regulations the maximum capacity for each venue is required on the application. Strict adherence to this capacity must be maintained.
- 8.2 If this term is breached, a fee will be charged as detailed in the security bond section of the hire agreement.

9 Food Catering

- 9.1 Preparation of food and beverages must be confined to the kitchen area. The kitchen must be left clean and tidy as per the original condition that the kitchen was presented at the start of the hire session.

10 Smoking

- 10.1 Smoking is NOT permitted inside any venue or within 10m of the building.

11 Noise

- 11.1 Please be aware that venues are in a residential area and due consideration must be given to nearby residents.
 - In accordance with the Environment Protection Act 1997 all noise must be below 45 decibels up to 10pm.

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12 Damage to property or premises

- 12.1 'Damage' is considered as breakages that impair the value, usefulness, or normal function of our venues. A requirement of additional cleaning is also considered under 'Damages' in these terms and conditions.
- 12.2 Any damage that occurs to the premises during the time of hire must be reported to Waroona Community Resource Centre as soon as possible on the first working day following the hire.
- 12.3 For any damage incurred by the hirer or one of their invited guests, the cost of repairs will be detailed in the invoice.

13 Illegal activity

- 13.1 If any activities in or around any venue instigate the attendance of the Police (during hire or thereafter), a fee may be charged as detailed in the security bond section of the Hire Agreement.

14 Security and safety

- 14.1 Hirers are responsible for the security and safety of themselves, their guests and the building and grounds during the time of hire. Hirers are also responsible for the behaviour of guests at their event.
- 14.2 The hirer must allow un-restricted access to the venue at any time by Waroona Community Resource Centre staff on official business, security officers, emergency officers or the Shire of Waroona.

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AFTER HIRE

15 Cleaning and packing up

- 15.1 Premises to be vacated as per the Room Hire Form.
- 15.2 It is the responsibility of the Hirer to ensure that the premises and grounds are left in a clean and tidy condition at the end of the hire and all equipment is returned to storage.
- 15.3 If the cleaning is not to a suitable standard, the cost of engaging cleaners will be charged as detailed in the security bond section of the Hire Agreement.
- 15.4 At the end of the hire, Hirers must ensure that the following points noted on the checklist have been completed:

16 Hirer's checklist:

- All tables and chairs are returned to the original position
- Any cooking equipment, crockery or cutlery used, has been washed and returned to the correct storage area.
- Toilets have been left in a reasonable state and tidied of excessive rubbish
- All floors have been swept and mopped as necessary.
- All rubbish has been placed in external rubbish hopper bins to capacity only, or removed from the premises
- All additional items belonging to the hirer are removed from the venue (including food and drinks, music equipment etc). Hirers are not permitted to access the venue the following day. Additional hire charges will apply
- All heating/air-conditioning have been turned off
- All windows are closed
- All lights are turned off
- All doors are locked and secure