

## Conditions of Hire – Applicable to all City of Cockburn Facilities

### 1. Applications/Bookings

- 1.1 All applications must be on the official application form
- 1.2 Applicants must be 18 years or over and able to produce a valid WA drivers license or passport
- 1.3 Bookings will be taken no earlier than 3 weeks and up to 12 months in advance
- 1.4 City of Cockburn reserves the right to cancel any booking for council business or due to unforeseen circumstances, as per Local Laws part VII, Division 2, 7.6 (e)
- 1.5 All hire will be a minimum of one (1) hour with 30min increments allowed thereafter

### 2. Charges

- 2.1 All times booked will be paid for including setting up and cleaning up of facility
- 2.2 Costs of hire and bonds are in accordance with the current Fees and Charges Schedule
- 2.3 Cancellations made less than two weeks before the hire date will forfeit the full hire charge
- 2.4 The hirer may make application for a transfer to another date without forfeit depending on circumstances and the availability of the facility

### 3. Regular Users

- 3.1 Regular users will make payment of hire charge on a monthly basis. Payment will be due within seven (7) days of invoice sent
- 3.2 Regular users must submit a separate application for one off events including a bond
- 3.3 Regular users must allow set up and pack up times within the allocated booking times
- 3.4 It is the responsibility of the hirer to inspect the facility and ensure suitability prior to making a booking
- 3.5 All changes to bookings must be completed on a Change of Booking Form at least three (3) working days prior to the current/intended booking date for it to be eligible and adjusted. Late submissions will not be eligible.

### 4. Bonds

- 4.1 A bond as per the Fees and Charges Schedule will be applicable to all bookings
- 4.2 The bond will be held against the following;
  - 4.2.1 Damage to the building or equipment
  - 4.2.2 Additional cleaning other than the allocated time of one (1) hour
  - 4.2.3 Breach of the Conditions of Hire
  - 4.2.4 Any false or misleading information is given regarding the nature of the booking
- 4.3 The hirer will be liable for costs for damage ect in excess of the bond deposited
- 4.4 Hire fees and bonds being paid by cheque must be received by the City of Cockburn 14 days prior to the hire date. Cheque's will not be accepted after this time.
- 4.5 Bond refunds will be made by cheque only. A cheque will be refunded within one month of the booking date.
- 4.6 For any breach of the Conditions of Hire there will be a deduction of all or part thereof from the bond paid at the discretion of the authorising officer
- 4.7 Fail to arm the security system on completion of a function/booking may incur a deduction of bond
- 4.8 Call outs for COSAFE Security Patrols caused by the hirer or resident complaints will incur a fee to the hirer
- 4.9 Any administration costs incurred by the Council addressing anti-social behavior at functions or during general hire will incur a fee
- 4.10 In the event floors require a "strip and seal" as a result of your hire, the hirer is to pay 70% of the full repair cost
- 4.11 Hall hire bond will be forfeited in the event of any substantiated community complaints being received, in respect of anti social behaviour/activity attributed to patrons of the function conducted at the premises

### 5. Restrictions

- 5.1 Kegs of any type must not be placed in the Halls/Rooms. They must be stored in the kitchen or kiosk along with any other refreshments.
- 5.2 Alcohol is not to be stored on site within the community facilities at any point of time. All excess alcohol must be removed from the facility at the completion of each hire
- 5.3 Confetti or any similar materials are not permitted either inside or outside the facility
- 5.4 Decorations such as balloons or streamers are permitted provided they are cleaned away at the end of the function
- 5.5 Helium balloons are permitted provided they are anchored

- 5.6 Vehicles must only use the parking bays provided. No parking on grassed areas
- 5.7 All deliveries and collections to the hall are to be included in the agreed time
- 5.8 It is imperative that the hirer mustn't enter the facility before or after times booked and paid for
- 5.9 Noise levels must comply with the Environmental Protection (Noise) Regulations 1997. Further advice may be obtained from the City of Cockburn Environmental Services. Please contact 9411 3442 for further information.
- 5.10 No exotic dancers, nudity or entertainment alike permitted in venues
- 5.11 Under no circumstances can an event to be held in one of the City of Cockburn's Community facilities be advertised on the internet
- 5.12 Function set up and clean up time is to be included with the time booked and paid for

## **6. City of Cockburn Responsibilities**

- 6.1 The City of Cockburn will take every reasonable care and precaution to ensure that all utilities, services and equipment are in proper working order, but will not accept responsibilities for breakdowns beyond their control
- 6.2 The City of Cockburn will make every effort to provide the hirer with a clean and tidy facility
- 6.3 The City of Cockburn is not responsible for any damage, theft or loss of items belonging to or the responsibility of the hirer

## **7. Hirers Responsibilities**

- 7.1 Liquor Licenses are the sole responsibility of the hirer, subsequent to permission being granted by the City of Cockburn for liquor to be consumed on the premises, according to the Liquor Licensing Act 1988 Section 119 (1)
- 7.2 Liquor Licenses are required when liquor is sold or provided under a door/cover charge
- 7.3 Hirers must show respect and common courtesy for other user groups within the centre or persons in nearby premises
- 7.4 The hirer is responsible for the behavior of all persons attending the function or activity
- 7.5 Hirers are responsible for the insurance of their own equipment or supplies, which are stored or left at the venue
- 7.6 Hirers are responsible for any public liability in respect to their activity. The City of Cockburn's public liability will only cover injury; loss or damage as a result of any proven neglect or default of the city
- 7.7 Should any accident and/or injury occur in the hired venue as a result of the hirers function and/or activity or general hire of the venue, the City of Cockburn cannot be held liable under any circumstance
- 7.8 Keep outside doors and windows closed where possible and ensure they are locked at the conclusion of your function
- 7.9 Ensure that music is turned down at 10pm and turned off by 12 midnight (socially accepted standard)
- 7.10 It is the responsibility of the hirer to inspect the facility and ensure suitability prior to making a booking
- 7.11 All birthday parties for the ages 16-25 years inclusive, or any other occasions deemed appropriate by the City of Cockburn must have crowd control at their function. Evidence that crowd control will be in attendance is required before the City will allow the booking i.e. receipts, tax invoices or a letter from the registered company (See security and Related Activities Control Act 1996)

## **8. Cleaning**

- 8.1 At the conclusion of the function/session the hirer shall:
  - 8.1.1 Leave the entire building in a clean and tidy condition
  - 8.1.2 All external surrounding areas, car parks, verges and park lands to be left clean and tidy
  - 8.1.3 Make sure all fans/air conditioning/heating and lighting is switched off
  - 8.1.4 Sweep all floors that were used
  - 8.1.5 Spot mop any spillage
  - 8.1.6 Wipe and stack tables and chairs then return to designated storage areas**
  - 8.1.7 Place all rubbish in bins
- 8.2 It is the responsibility of the hirer to remove all excess rubbish from the premises
- 8.3 All unused food or drinks must be removed from the premises unless otherwise arranged with Bookings Officer

## **9. Keys/Security**

- 9.1 All keys/cards are to be allocated by the bookings officer. Keys/cards are available 8.30am – 4.30pm Monday - Friday
- 9.2 Keys/cards are to be returned prior to 4.30pm the next working day
- 9.3 Regular users may apply to hold their own key/card and be used with a security code. A bond will apply.

## **10. Disputes**

Any disputes concerning bond refunds must be made in writing and marked:

Attention Manager Community Services

City of Cockburn

PO Box 1215

BIBRA LAKE DC WA 6965