

# Regular Hire – Community Facilities

## Terms and Conditions of Hire

### 1. Applications/Bookings

- 1.1 All applications must be via the official application format.
- 1.2 Applicants must be 18 years of age or over.
- 1.3 All bookings are to be confirmed in writing a minimum of 15 days prior to the booking start date.
- 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 1 hour duration, with 15min increments allowed thereafter.
- 1.6 Application Forms must be returned as an electronic attachment to [communityvenues@cockburn.wa.gov.au](mailto:communityvenues@cockburn.wa.gov.au)

### 2. Charges

- 2.1 Costs of hire are in accordance with the current Fees and Charges Schedule.
- 2.2 Late Application Fees apply, see Fees and Charges Schedule.

### 3. Regular Users

- 3.1 Regular users will make payment of hire charge on a monthly basis. Payment will be due within 30 days of invoice.
- 3.2 Regular users must submit a separate application for one-off events including a bond.
- 3.3 Regular users must include 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. Please ensure the facility is large enough to accommodate your patrons.
- 3.5 All cancellations are to be completed online on a **Change of Booking Form** at least 3 working days prior to the current date.
- 3.6 Regular hirers operating their business from a Community Centre will be restricted to a maximum of 2 sessions per week.
- 3.7 Applications for the renewal of a regular hire must be fully completed and submitted as per the request or you will forfeit your hire time and day.

### 4. Restrictions

- 4.1 Vehicles must only use the parking bays provided. No parking on grassed areas.
- 4.2 It is imperative that the hirer must not enter the facility before or after times booked and paid for.
- 4.3 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 08 9411 3444 for further information.
- 4.4 Bouncy Castles, inflatable obstacle courses and amusements are not permitted inside any venues.

### 5. City of Cockburn Responsibilities

- 5.1 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.
- 5.2 The City of Cockburn will make every effort to provide the hirer with a clean and tidy facility.
- 5.3 The City of Cockburn is not responsible for any damage, theft or loss of items belonging to or the responsibility of the hirer.

### 6. Hirers Responsibilities

- 6.1 Liquor Licenses are the sole responsibility of the hirer, after 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).
- 6.2 Liquor Licenses are required when liquor is sold or provided under a door/cover charge.
- 6.3 Hirers must show respect and common courtesy for other user groups within the centre or persons in nearby premises, including residents.
- 6.4 The hirer is responsible for the behaviour of all persons attending the function or activity.
- 6.5 Hirers are responsible for the insurance of their own equipment or supplies, which are stored or left at the venue.
- 6.6 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 because of any proven neglect or default of the city.
- 6.7 Should any accident and/or injury occur in the venue because of the hirers function and/or activity or general hire of the venue, the City of Cockburn cannot be held liable under any circumstance.
- 6.8 Keep outside doors and windows closed where possible and ensure they are locked at the conclusion of your function.
- 6.9 It is the responsibility of the hirer to inspect the facility and ensure suitability prior to making a booking.

### 7. Cleaning

- 7.1 At the conclusion of the session the hirer shall:
  - 7.1.1 Leave the building in a clean and tidy condition.
  - 7.1.2 All external surrounding areas, car parks, verges, and park lands to be left clean and tidy.
  - 7.1.3 Make sure all fans/air conditioning/ heating and lighting is switched off.
  - 7.1.4 Sweep all floors that were used.
  - 7.1.5 Spot mop any spillage.
  - 7.1.6 Wipe and stack tables and chairs then return to designated storage areas.
  - 7.1.7 Place all rubbish in bins.
- 7.2 It is the responsibility of the hirer to remove all excess rubbish from the premises.
- 7.3 All unused food, drinks & ice from freezer must be removed from the premises unless otherwise arranged with the City.

### 8. Keys/Security

- 8.1 All keys/cards are to be allocated by the City. Keys/cards are available 8.30am – 4.30pm Monday – Friday.

### 9. Disputes

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

Attention: Head of Recreation Infrastructure and Services

City of Cockburn

PO Box 1215

BIBRA LAKE DC WA 6965

# Regular Hire – Community Facilities

## Terms and Conditions of Hire

### COVID-19: Special Conditions of Usage

#### Community Facility Regular Hire – COVID-19 Phase 5 Restrictions from 12 July 2021

To mitigate the risks of contracting and spreading COVID-19, all hirers (regular and casual) using the City's Community Facilities must adhere to the following Special Conditions in addition to the City of Cockburn's Terms and Conditions of Hire from 12.01am, Monday 12 July 2021.

#### 1. Usage

- a) Ensure all participants in their hire group scan the respective facilities QR code using the SafeWA mobile phone app upon entry. Should users not scan the QR code, the hire group organiser must complete a paper-based Contact Register after each individual booking and return the Contact Register to the City via email within 24 hours of their completed booking to [covid19contactregister@cockburn.wa.gov.au](mailto:covid19contactregister@cockburn.wa.gov.au)
- b) Hire group organisers must keep the Contact Register for at least 28 days post booking.
- c) Participant details on paper-based Contact Registers must be kept privately by the hire group organiser and they must be collected in a way that protects them from disclosure from other participants. Participant details must be provided to the City or Department of Health immediately upon request and not be used for any other purpose (e.g. marketing).
- d) Adhere to room capacity numbers which are listed on the website and displayed on the community room door.
- e) Where possible, it is encouraged that hirers continue to utilise external doors that provide direct access to the area booked.

#### 2. Cleaning

- a) Adopt the City's Cleaning Protocol for Frequently Touched Surfaces & Equipment and complete the cleaning log as provided by the City.
- b) Active Recreation groups are required to adopt the abovementioned cleaning protocol for shared equipment.
- c) Where practicable, Active Recreation groups are discouraged from sharing equipment.
- d) General surfaces and fittings must be cleaned in the hired area when they are visibly soiled and immediately after any spillage.

#### 3. Hygiene

- a) Hand sanitiser is recommended to be made available to participants prior to, during and post session and participants should be encouraged to utilise prior and post group session.
- b) Ensure no sharing of water bottles, towels and/or mats by participants.
- c) Minimal sharing of equipment is encouraged. Participants are encouraged to bring their own equipment where possible.
- d) Communicate the following to participants:
  - i. The signs and symptoms of COVID-19 (poster supplied by the City).
  - ii. Not to attend the session if they feel unwell and to seek medical advice.
  - iii. Limit physical contact where possible.
  - v. Where applicable, come ready to participate as participants are encouraged not to use the City's toilets to change. Participants should have a 'get in and get out' attitude.

#### 4. Education

- a) Communicate and encourage the appropriate behaviours to participants.

#### 5. Incident Response

- a) If a person is showing serious symptoms of COVID-19 (eg difficulty breathing) contact 000 for urgent medical attention.
- b) Any member who appears unwell should be requested to leave or to isolate from the group. That person should contact the COVID-19 Hotline 24/7 on 1800 020 080. If they are under 18, request the parent or caregiver contact the COVID-19 Hotline 24/7.
- c) Ensure the person has safe transport home and/or to a location they can isolate, or a medical facility for testing.
- d) Close off the affected areas and do not let others use or enter them.
- e) If you are aware that someone in your group has been in contact with other participants and has had a case of COVID-19:
  - i. Ring the COVID-19 Hotline 24/7 – 1800 020 080.
  - ii. Contact the City immediately for advice on progressing activities.

#### 6. Industry Advice or Guidance

- a) The City of Cockburn's Special Conditions of Usage supersede other Industry Advice or Guidance; however, should the other Industry Advice or Guidance take a more risk averse approach to any of the above, the Industry Advice or Guidance should be implemented.

**Failure to comply with these conditions may impact future bookings.**