



Town of Cottesloe

# FACILITY HIRE CONDITIONS OF USE



## FACILITY HIRE – CONDITIONS OF USE

### BASIS OF HIRE

- The Applicant may only use the venue for the purposes shown on the completed application form. Only the specific location booked may be used and only on the day(s) and time(s) confirmed.
- Subletting of the location is prohibited. In the event that the Applicant parts with possession of the location to a person not approved by the Town, then the Applicant will remain liable for any damage caused by that person.
- The Applicant is liable for any damage caused to the hired location, during the period of hire and/or use, whether caused by the Applicant, the attendees, or any other person.

### APPLICATION/BOOKINGS

- All Applicants must be aged 18 years or over.
- No bookings to take place before 6.00am or after 11.00pm. Consideration is to be given to surrounding residences.
- Application forms must be received by a staff member at least ten business days prior to the first booking date. Application forms returned within five business days or less until the first booking date will not be considered.
- All applications must be made in writing on the official application form. Submission of an application does not guarantee that the booking will be approved.
- The Town of Cottesloe reserves the right to approve bookings that are in the best interest of the Town and its ratepayers.
- The Town reserves the right to refuse an application without giving any reason.
- The Town of Cottesloe reserves the right to permit other events and activities to occur at any Council facility or reserve at the same time as your event.
- Function set and clean up time must be included within the time booked.

### CONFIRMATION OF BOOKING

- The Applicant will be notified of confirmation of their booking in writing. Confirmation will be in the form of a letter.
- A copy of the letter will need to be taken on the day to demonstrate approval.
- On confirmation, the Applicant is considered to be the hirer for the purposes of these conditions.

### CHARGES

- Costs of hire and bonds are in accordance with the current Schedule of Fees and Charges which is endorsed by Council.
- No tentative bookings can be made. Payment, including bond, must accompany the application form to secure the booking. The Town will not process incomplete applications.
- Cheques should be made to Town of Cottesloe and posted with the application form to PO Box 606, Cottesloe WA 6911. If paying in person, opening hours are from 8.30am to 4.30pm, Monday to Friday at 109 Broome Street, Cottesloe.
- The use of the piano in the War Memorial is free, however, a bond must be paid. Hirer's must ensure the piano is suitable for their needs prior to booking. The piano is regularly tuned. If tuning is required for the booking, the hirer must make arrangements with the Town to have it tuned by the Town's preferred tuner at the hirer's cost.

### CANCELLATIONS

- Any changes to the booking must be submitted in writing.
- The Hirer may make application for a transfer to another date without forfeit depending on circumstances and the availability of the facility.

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- All booking cancellations are to be notified in writing. Cancellations by the Hirer within 30 days prior to the date of hire will forfeit 50 percent of the hire charge; within seven days prior to the date of hire will forfeit 75 percent of the hire charge; within 48 hours prior to the time of hire will forfeit hire charge.
- Town of Cottesloe reserves the right to give 30 days written notice to change or cancel any booking for council business or due to unforeseen circumstances.

### BOND

- A bond (as per the Schedule of Fees and Charges adopted by Council) will be applicable to all bookings. The Hirer is responsible for maintaining the conditions of the hall and any equipment for the duration of the booking.
- After the date of the hire, a Bond Refund Request form is to be completed and provided to the Town. The details of the receipt must match the details on the Bond Refund Request.
- The Hirer may request the bond to be refunded by cheque and posted out or the applicant can provide bank account details for electronic transfer. Please allow ten business days for processing.
- The bond is held against the following:
  - Damage to the building or equipment
  - Loss of keys
  - Additional cleaning other than the allocated time
  - Breaching of the conditions of hire may incur a loss of bond
  - Failure to maintain/clean the facility to the expected standard
  - Not arming the Security System (where applicable) on completion of the event
- In the event that during the period of hire, any damage is caused to the location or any property therein, the Town may, at its absolute discretion, call on the bond and apply it to repair the damage. Assessment may take several weeks depending on the severity of the damage, and bonds may be held until all assessments are made.
- The Hirer will be liable for costs for damage etc. in excess of the bond deposited.
- The giving of bond does not release the Hirer from liability for the cost of cleaning, making good any damage or replacing the keys in excess of the amount of the bond.
- The bond will be forfeited in the event of any substantiated community complaints being received, in the respect of anti-social behaviour/activity attributed to patrons of the event conducted at the premises.

### RESTRICTIONS

- All Town of Cottesloe facilities maintain a 'Smoke Free' environment. Smoking is strictly prohibited inside or near Council buildings.
- No alcohol may be purchased, sold or consumed within the Civic Centre Grounds, facility or reserve without a permit.
- The Town of Cottesloe may require an Application to Consume Liquor on Council Premises. Alcohol sales require an Occasional Liquor License obtained from the Department of Racing, Gaming and Liquor prior to the commencement of the event and a copy submitted to the Town.
- The Cottesloe Civic Centre is fitted with a very sensitive fire system. The use of smoke machines, incense, candles or other smoke/heat emitting items is strictly prohibited. It is the Hirer's responsibility to inform attendees or contractors that the above items or similar are strictly prohibited. The entire bond may be automatically forfeited to the Town of Cottesloe should it be found that the above items or similar has been used. The Town of Cottesloe and the Fire and Emergency Services Authority of Western Australia (FESA) reserve the right to instigate legal action against any hirer. The hirer may be charged part or full cost of a FESA callout if it is determined to be a false alarm.

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- The use of balloons is not permitted in any Council facility. Failure to comply could result in the bond being withheld or an infringement being issued.
- Confetti or similar materials are not permitted either inside or outside halls, in the Civic Centre or Council facilities.
- No internal or external decorations are to be erected without prior approval from Council. The driving of nails, tack, screws etc into the walls or woodwork or the use of adhesive tape is forbidden.
- Signage must comply with the Town of Cottesloe *Signs, Hoarding and Billposting Local Law*.
- Electric heaters, humidifiers, portable barbecues, gas bottles, open flames, portable stoves or ovens, fireworks, kerosene or spirit type lamps, spit roasts are prohibited items and must not be used in the grounds, halls, facilities or reserves.
- No naked flame or fire of any type may be lit in the grounds, halls, facilities or reserves.
- To comply with health regulations, the kitchen facilities at all Town of Cottesloe facilities can only be used for re-heating purposes.

### PARKING

- Failure to adhere to Parking Local Law within the Town of Cottesloe boundary may result in parking infringements being issued.
- Vehicles are not permitted within the grounds of the Civic Centre without permission from the Town of Cottesloe.
- Parking in the Cottesloe area is at a premium. Special arrangements must have permission from the Town of Cottesloe and will be charged in accordance with the current Schedule of Fees and Charges.
- No guarantee can be made for parking at any facility or reserve. Events held at the Civic Centre are recommended to park in Napier Street and Broome Street

### TOWN OF COTTESLOE RESPONSIBILITY

- The Town of Cottesloe 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.
- The Town of Cottesloe will make every effort to provide the Hirer with a clean and tidy facility.
- The Town of Cottesloe will not accept liability to any damage, theft or loss of items belonging to or the responsibility of the Hirer.
- The Town of Cottesloe reserves the right to close the function at any time due to breach of Terms and conditions.

### HIRERS RESPONSIBILITY

- The hirer is responsible for organising their own Personal Accident Insurance, Loss Insurance and other relevant insurance policies.
- Upon request the hirer must produce a Certificate of Currency to demonstrate that they have adequate public liability cover.
- Hirers are responsible for any public liability in respect to their activity. (Town of Cottesloe's public liability will only cover injury, loss or damage as a result of any proven neglect or default of the Town).
- Hirers are responsible for the insurance of their equipment or supplies, which are stored or left at the venue. Furniture and equipment required other than that provided within the location must be supplied by the applicant, at the applicant's expense and shall be the liability of the applicant.
- The hirer is responsible for organising their own Australasian Performing Rights Association (APRA) licence if amplified music is to be used.

## FACILITY HIRE – CONDITIONS OF USE

- Hirers must show respect and common courtesy to other user groups within the Civic Centre, Town of Cottesloe facilities or persons in the nearby premises.
- Some audio visual equipment is available in the Lesser Hall and War Memorial Hall. It is the Hirers responsibility to provide any additional equipment required (for example, cables, adaptors, power boards, laptops etc.). The Town is not responsible for setting up or packing down equipment or malfunction.
- The Hirer is responsible for the behaviour of all the persons attending the said function or activity.
- The hirer is responsible for locking up after the event/activity (including arming the alarm system where applicable). Failure to do so may result in a call out fee being incurred for Officer Time in accordance with the Schedule of Fees and Charges.
- Hirers must make arrangements with stakeholders/event organisers to have all items related to the booking delivered/removed within the confirmed booking time.
- The hirer is required to start and finish on time. Any time required for set up, cleaning etc. must be included in the booking time. Failure to do so will incur additional charges.
- Any persons or organization dealing with children must have a Working With Children Card. Failure to do so will result in the cancellation of your booking.

### CLEANING

- When using a facility/hall, at the conclusion of the function/session the Hirer shall:
  - Leave the entire area in a clean and tidy condition. Please follow instructions for the care of the hired facility.
  - Clean all areas, including the kitchen and toilets and remove of any rubbish.
  - Wipe and stack the tables and chairs and return them to the designated storage areas.
  - Ensure that all windows and doors are closed and locked.
  - Turn off all lights, heaters and air conditioning.
  - Rubbish must be placed in the bins provided.
  - If equipment in the halls is provided by the Town of Cottesloe, it is the responsibility of the applicant to set up, pack down and wipe clean tables, chairs and any other equipment.
  - If using the Lesser Hall, it is the applicant's responsibility to request the partition doors be closed when completing the application form. If it is not requested prior to the event, users are not able to close the partition during the time of hire.
- All rubbish associated with the event must be removed.
- The hirer must report all damage that has occurred either accidentally or maliciously to any part of the building used.
- All furniture and equipment contained in any location remains the property of the Town of Cottesloe and may not be removed at any time.
- Hirers may not store any items within the Hall outside the time of the booking. The storage area must only be used for Town of Cottesloe items such as tables, chairs and bins. Should an area be required to store items, the hourly rate will be charged for the duration of the storage period and may be charged retrospectively.

### NOISE

- It is the responsibility of the applicant to prevent noise disturbances that may be to the detriment of nearby residents.
- It is the responsibility of the applicant to comply with noise regulations for the use of music at private functions. If noise can be heard after 11.00pm it is considered unreasonable.
- Applicants are warned that any excessive noise may result in a prosecution by the Town for a breach of the *Environmental Protection (Noise) Regulations 1997*.

## FACILITY HIRE – CONDITIONS OF USE

### KEYS/SECURITY

- If keys are required to access the facility, it is the hirer's responsibility to ensure they are collected prior to the function during office hours from 8.30am to 4.30pm, Monday to Friday at 109 Broome Street, Cottesloe.
- A fee will be deducted from the bond for the replacement of any lost keys and a security call out fee will be charged for Officer Time if Town of Cottesloe staff are called to lock/unlock or to arm/disarm the room.
- It is the hirer's responsibility to ensure that all areas are secured prior to leaving the premises. The hirer may be held accountable for any insurance claim if found to have been negligent.

### IN THE EVENT OF AN EMERGENCY

- The applicant is responsible for the safe evacuation of all users of the location.
- In the event of an emergency evacuation, the function organiser must account for all their guests and report to the Emergency Responding Officer.
- A call out fee will be charged when the situation is not a genuine emergency, as determined by the Town. Please see below contact numbers:

9285 5000	Town of Cottesloe administration/Rangers
131 444	Non-life threatening emergencies
000	Life threatening emergencies
- The Town of Cottesloe's venues and facilities are all unmanned venues and do not provide telephone facility for external communication. The hirer must organise their telecommunication facilities.

### DISPUTES

- Any disputes must be made in writing and marked to the attention of the Chief Executive Officer to PO Box 606, Cottesloe WA 6911.