

# Terms and conditions

## Community facilities hire

### 1. Applications and bookings

- 1.1. All applications must be on the official application form and must be signed.
- 1.2. All applicants must be aged 18 years and over.
- 1.3. If alcohol will be consumed at the function, application must include a copy of photo identification. While in some circumstances, hirers will be required to meet directly with the Facility Bookings Administration Officer for application to be considered for approval.
- 1.4. A booking enquiry (either by phone, email or in person) does not constitute a tentative booking. The City of Subiaco does not accept tentative bookings or requests to 'hold' facility availability. Bookings are not confirmed until a booking confirmation has been issued by the City.
- 1.5. The City of Subiaco reserves the right to give 30 days written notice to cancel any booking due to unforeseen circumstances.

### 2. Charges and payment of accounts

- 2.1. Costs of hire are in accordance with the City of Subiaco's current schedule of fees and charges, which are subject to an annual price review and CPI increase in accordance with endorsed City of Subiaco schedule of fees and charges. All payments must be made by the payment due date.
- 2.2. Accounts will be sent out monthly (or as agreed) and are required to be paid for within 14 days of issue.
- 2.3. If payment is not received by the due date, the City of Subiaco reserves the right to cancel all future bookings. If cancelled, bookings will only be reinstated once all outstanding invoices are paid.
- 2.4. Cancellation of a regular booking must be made in writing and must be made 30 days prior to the hirer's final booking.
- 2.5. Cancellations for a single date with more than 14 days' notice must be made in writing (email is acceptable) and no additional fees will be incurred.
- 2.6. Cancellations for a single date with less than 14 days and more than 48 hours' notice must be made in writing (email is acceptable) and the hire fee paid may be credited to the hirers invoice for the following month. Cancellations within 48 hours of the booking will forfeit the hire fee paid.
- 2.7. In the case of an alternate date requested in place of a cancellation, it will be at management's discretion as to whether the hire fee will be credited to the amended booking.
- 2.8. Payments can be made over the phone (6229 6600), via cheque, BPoint or in person at Lords Recreation Centre located at 5 Wembley Court, Subiaco. Please quote your invoice number when making payments (if applicable).
- 2.9. Fees may apply for changes made to bookings after the invoice has been issued.

### 3. Bond

- 3.1. A bond as per the schedule of fees and charges and risk level of the function will be applicable to all bookings.
- 3.2. The bond is held against the following:
  - 3.2.1. Damage to the building or equipment
  - 3.2.2. Additional use of the building outside the booked timeslot
  - 3.2.3. Loss of keys or delay in returning keys
  - 3.2.4. Extra cleaning services
  - 3.2.5. Breach of conditions of hire
- 3.3. The hirer will be liable for any costs of damage in excess of the bond amount.
- 3.4. Bond refunds will be made by EFT and refunded within thirty (30) working days after your booking.
- 3.5. The bond can only be refunded to the person or organisation whose name the invoice was made out to.
- 3.6. Not arming the security system on completion of function will incur a deduction of the bond.
- 3.7. Hall hire 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 patrons of the function conducted at the premises.

### 4. Restrictions

- 4.1. All City of Subiaco facilities maintain a 'smoke free' environment. Smoking is strictly prohibited inside the centre and outside the surrounding area.
- 4.2. Live bands are strictly prohibited. The restriction also applies to use of noisy musical equipment such as drums, trumpets, electric guitars etc.
- 4.3. Smoke machines are strictly prohibited. It is the hirers' responsibility to inform the event operator that smoke machines or similar are strictly prohibited. The entire bond will be automatically forfeited to the City of Subiaco should it be found that a smoke machine or similar has been used. The City of Subiaco and the Fire and Emergency Services Authority of WA reserves the right to instigate legal action against any hirer who uses a smoke machine or similar.

**Bookings Office:** Lords, 5 Wembley Ct, SUBIACO WA 6008 **Postal address:** PO Box 270, SUBIACO WA 6904

**Phone:** (08) 6229 6600 **Email:** [lords@subiaco.wa.gov.au](mailto:lords@subiaco.wa.gov.au) **Website:** [www.subiaco.wa.gov.au](http://www.subiaco.wa.gov.au)

- 4.4. Kegs of any type must not be placed in the halls or rooms. They must be stored in the kitchen along with any other refreshments.
- 4.5. Confetti or similar materials are not permitted either inside or outside the building.
- 4.6. No decorations are to be attached to ceiling or walls using any type of tape or adhesive.
- 4.7. Candles are not to be used in any facilities.
- 4.8. Helium balloons are permitted provided they are anchored and removed at the end of function.
- 4.9. Vehicles must only use the parking bays provided. No parking on the grassed areas.
- 4.10. All deliveries to the hall are to be included in the agreed hired time.
- 4.11. To comply with health regulation, the kitchen facilities at all of the City of Subiaco community centres can only be used for re-heating purposes.
- 4.12. Noise levels must comply with The Environmental Protection (Noise) Regulations 1997.
- 4.13. Music must cease at midnight and the premises at must be vacated by 1am. You may not re-enter the facility the following morning unless special circumstances have been arranged with the Facility Bookings Administration Officer.
- 4.14. Function set up and clean up time must be included within the time booked.

## 5. City of Subiaco responsibilities

- 5.1. The City of Subiaco 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 Subiaco will make every effort to provide the hirer with clean and tidy facilities.
- 5.3. The City of Subiaco will not accept liability to any damage, theft or loss of items belonging to or the responsibility of the hirer.
- 5.4. The City of Subiaco security and rangers reserve the right to close the function at any time due to breach of terms and conditions. For example, if the function exceeds building legal capacity limit, has underage drinking, antisocial or illegal behaviour.

## 6. Hirer responsibilities

- 6.1. A Liquor License is required when liquor is sold or provided under a door cover charge. Liquor licenses are the sole responsibility of the hirer.
- 6.2. The hirer is responsible for organising their own personal accident insurance, loss insurance and other relevant insurance policies.
- 6.3. Upon request by the Facility Bookings Administration Officer, the hirer must produce a Certificate of Currency to demonstrate that they have adequate public liability cover.
- 6.4. Hirers are responsible for the insurance of their equipment and supplies.
- 6.5. The hirer is responsible for organising their own Australasian Performing Rights Association (APRA) license if amplified music is to be used.
- 6.6. Hirers must show respect and common courtesy to other groups within the centre or persons in the nearby premises.
- 6.7. The hirer is responsible for the behaviour of all persons attending the said function or activity.
- 6.8. External doors and windows must be kept closed whenever possible.
- 6.9. The hirer is responsible for locking up and arming alarm after the event.
- 6.10. The hirer is required to start and finish on time. Failure to do so will incur additional charges. Where there is a changeover, fifteen minutes may be allowed at the discretion of the Facility Bookings Administration Officer.
- 6.11. Any persons or organisation dealing with children must have a Working With Children card. Failure to do so will result in the cancellation of the booking.
- 6.12. In the event of an emergency evacuation, the function organiser must account for all their guests and report information to the Facility Bookings Administration Officer.
- 6.13. The City of Subiaco's venues are all unmanned facilities and do not provide telephone facility for external communication. The hirer must organise their own telecommunication equipment.

## 7. Cleaning

- 7.1. The hirer must supply their own cleaning equipment and material. All equipment and products must be in compliance with displayed cleaning procedures. No cleaning products should be used on the wooden floors; only warm water should be used. At the conclusion of the function/ booking the hirer shall:
  - 7.1.1. Leave the entire building in a clean and tidy condition
  - 7.1.2. Mop and sweep all floors in function room including kitchen and toilet. The floors must not be left dirty, sticky or full of film from cleaning products
  - 7.1.3. All areas, including the kitchen and toilets are to be left clean and free of any rubbish or foreign objects or substances such as bottles, glasses, cans, etc.
  - 7.1.4. Wipe all chairs and tables and return to their designated area in an appropriate manner
  - 7.1.5. Remove all unused food and drinks from the premises
  - 7.1.6. Ensure all windows and doors are closed and locked

7.1.7. Turn off all lights, heaters and air conditioning

7.1.8. Remove all decorations

- 7.2. The hirer must remove all rubbish from kitchen and hall. The rubbish must be placed in the large bins provided. If there is not enough room in the bins provided, hirers must remove all access rubbish.
- 7.3. The hirer must report to the Facility Bookings Administration Officer all damage that has occurred either accidentally or maliciously to any part of the building.
- 7.4. No equipment of any description belonging to the centre or any other person, group or business is to be dragged, rolled or otherwise moved across the floor area. All equipment must be moved by a trolley.
- 7.5. The stoves, tiled back splash and ovens must be left clean and free of all grease, fat, food scraps and liquids.
- 7.6. The venue must be fully cleaned and vacated by 1am for all evening functions.

## 8. Keys and security

- 8.1. Keys and codes are to be collected from Lords reception - 5 Wembley Court, Subiaco WA 6008. Keys and codes will be available for pick up one hour prior to booking and must be returned one hour after booking. If booking runs beyond Lords operational hours, the key must be returned by 9:30am the following morning (this does not permit access to the facility for the hirer beyond the arranged booking time).
- 8.2. Hirer will be charged for the replacement of any lost keys, and a security call out fee will be charged if security is called to lock or unlock or to arm or disarm the room.
- 8.3. It is the hirer's responsibility to ensure the building is secured prior to leaving the premises. The hirer may be held accountable for any insurance claim or security check fee if found to have been negligent.

## 9. Covid-19 Contact Tracing

### City of Subiaco Obligations and Responsibilities

- 9.1. Ensure that all City community facilities have been registered on the SafeWA contact tracing app.
- 9.2. Ensure that all City community facilities have SafeWA posters and QR codes placed at their entries and throughout each facility.
- 9.3. Collate all contact tracing registers for its community facilities and make these available to Authorised Officers in the event of an outbreak

### Hirer Obligations and Responsibilities

- 9.4. Ensure their members, participants, attendees, volunteers and staff check in using the SafeWA app every time they visit the facility.
- 9.5. Maintain an alternative (paper or electronic) contact tracing register for those who cannot use the SafeWA app
- 9.6. Send the completed alternative contact tracing register to the City within 24 hours of the end of each function, event or booking.

## 10. Disputes

- 10.1. Any disputes must be made in writing and marked to the attention of Lords, PO Box 270, Subiaco, WA 6904

## 11. Declaration

**I have read and understand the above terms and conditions for City of Subiaco community facility hire and agree to uphold them for the term of the hire agreement.**

Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Position with club/group \_\_\_\_\_

Phone \_\_\_\_\_