

EQUIPMENT REQUESTED

**Use of Data Projector and Screen attracts an additional cost of \$50 per day of use*

All equipment items are the hirer's responsibility and are to be set up/packed away by the hirer within the designated booking time.

BOND & EFTPOS DETAILS

CREDIT CARD: <input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD			
CARD NUMBER:			
NAME ON CARD:			
EXPIRY DATE:		CCV#:	
SIGNATURE:			

We reserve the right to process a pre-authorization on your nominated credit card up to 7 days prior to the booking. The bond amount will be determined by details of your booking and will be confirmed via your confirmation letter. The funds will be frozen by your issuing bank for a period of 7 working days and will automatically be release from the card unless damage has occurred to the facility, keys/equipment are lost of the facility is not cleaned and vacated within the approved time. Once released, the funds will become immediately available on your card again, and there will not be a transaction on the credit card statement.

BOOKING GUIDELINES & PROCEDURES

1. THIS FORM IS AN APPLICATION ONLY. If approved, your booking will be confirmed in writing.
2. Conditions of Hire – Council Facilities document must be read prior to completing the approved application form.
3. Bookings will only be processed from the approved application form.
4. All bookings will attract a hire fee and bond in accordance with the Council's Schedule of Fees and Charges.
5. Payment must be made at least 7 days prior to the booking date, payable at the Wickham Community Hub.
6. Bond amounts will be released upon inspection of the facility.

ATTACHMENTS REQUIRED

1. Conditions of Hire – Council Facilities document (signed).
2. Match Fixtures – as applicable
3. Public Liability Insurance Certificate of Currency
4. Application to Consume Alcohol at a Council Facility form – as applicable
5. Facility Keys/Agreement of Council Keys – as applicable

INDEMNITY

Upon acceptance of the hiring, the hirer undertakes to hold the City of Karratha indemnified against all claims which may be made against them for damages or otherwise, in respect of any loss, damage, death or injury caused by, or in the course of or arising out of the hiring of the facility, the property of the City of Karratha, during all periods when such facility is on hire.

I, _____ being the duly authorised representative of the applicant in endorsing this application accept full responsibility for the above booking and will ensure compliance with the Booking Guidelines & Procedures, Conditions of Hire and Local Laws.

Applicant Signature: _____ Date: _____

CONTACT DETAILS

PRESIDENT /PRIMARY CONTACT						
Postal Address:						
Email Address:						
Telephone:	H:		W:		M:	

VICE PRESIDENT /SECONDARY CONTACT						
Postal Address:						
Email Address:						
Telephone:	H:		W:		M:	

TREASURER						
Postal Address:						
Email Address:						
Telephone:	H:		W:		M:	

SECRETARY						
Postal Address:						
Email Address:						
Telephone:	H:		W:		M:	

1. BOOKING APPLICATION

- 1.1. Usage of Council's buildings or reserves must be applied for by completing in full the *Casual Venue Hire Application* or the *Permanent Venue Hire Application* form and returning the completed signed form(s) to the City of Karratha, a minimum of fourteen (14) days prior to the date the booking is required.
- 1.2. Applications will only be accepted by persons aged eighteen (18) and above.
- 1.3. All applicants must include set-up and clean-up times in their application.

2. BOOKING CONFIRMATION

- 2.1. No booking is confirmed until a confirmation letter has been sent. Approval to use Council facilities applies only to the times and dates outlined on the booking confirmation.
- 2.2. Under no circumstances will any functions be approved to extend beyond 12 Midnight.
- 2.3. Unauthorised use or entry to a facility at any time without the written consent from Council may result in termination of further bookings and additional hire fees being charged.
- 2.4. The Hirer will be responsible for ensuring the use of the Facility and/or Reserve complies with the approved purpose and all other conditions of hire.
- 2.5. Any Hirer granted approval to use a Council Facility is at no time permitted to sub-lease or make it available for hire to any other individual or group.

3. SCHEDULE OF FEES

Fees for the hire of all Council facilities including buildings, reserves and equipment are in accordance with the Fees and Charges set annually by Council, and must be paid seven (7) days prior to the booking date. Account holders payment terms and conditions as per their approved credit application.

4. BOND

- 4.1. Bonds for the hire of Council facilities are required in accordance with the Fees and Charges set annually by Council, and must be paid seven (7) days prior to the booking date. Failure to pay the bond stipulated in the confirmation letter by the due date will render any booking or agreement void.
- 4.2. Failure to comply with the Conditions outlined in this document may result in the forfeiture of all or a portion of your bond and the City reserves its right to impose additional charges for cleaning and/or repair of damage required as a result of the booking.
- 4.3. The Hirer acknowledges that a breach of the hire arrangement may result in the City refusing to agree to any future hiring to the applicant, including any future confirmed bookings.

5. BOOKING CANCELLATION OR AMENDMENT

- 5.1. Cancellations of confirmed bookings will only be accepted in writing. No refund will be given where a confirmed booking is cancelled less than seven (7) days prior to the date of the booking.
- 5.2. Amendments to confirmed bookings will only be accepted in writing. In the case of seasonal or regular bookings, no alterations to permanent accounts will be considered where a confirmed booking is amended less than fourteen (14) days prior to the date the change is to be effected.

6. KEYS

- 6.1. Keys must be signed for and obtained from the Karratha Leisureplex, Wickham Community Hub or the Wickham Recreation Precinct during business hours on the day of or one working day prior to the booking period. If you cannot collect the key during these hours, alternative arrangements must be made with the appropriate staff member at least 2 working days prior to the scheduled date of the booking.
- 6.2. Keys must be returned and signed in at the Karratha Leisureplex, Wickham Community Hub or the Wickham Recreation Precinct on the same day or one working day after the hire period. **FAILURE TO RETURN KEYS WILL RESULT IN A \$250 FEE TO CHANGE LOCKS ON FACILITY**
- 6.3. Keys will not be issued unless all monies associated with the booking are paid and the Conditions of Hire signed.
- 6.4. For seasonal or regular hirer's, you are required to return all keys to the Karratha Leisureplex, Wickham Community Hub or the Wickham Recreation Precinct at the conclusion of your hire term. Failure to do so will result in a replacement fee.

7. CONSUMPTION OF ALCOHOL

- 7.1. No alcohol is to be consumed in any Council facility without an *Approval for Alcohol Consumption* being obtained from the City Of Karratha. (Proof of age required).
- 7.2. If alcohol is being sold at the function or is included in the price of the admittance ticket, an application must be made to the Clerk of Courts for a liquor permit. Allow 14 days for this process.
- 7.3. The Hirer must comply with provisions of the *Liquor Licensing Act 1988* and all conditions as stated on the *Approval for Alcohol Consumption* and in the letter of confirmation.
- 7.4. Alcohol is strictly prohibited on any Public Open Space or Reserve area. Alcohol consumption is restricted to indoor premises only and is not to be consumed outside of the facility.

8. SALE OF FOOD

If you intend to sell food you are required to apply for a *Stall Holders Permit* to be submitted to Environmental Health Services of Council.

9. INSURANCE

Permanent Hirers of Council facilities must have current insurance cover for Public Liability to the value of \$10,000,000 and must attach a certified copy of the Certificate of Insurance to their Permanent Venue Hire Application. Failure to provide evidence of insurance entitles the City to revoke the hire agreement.

10. INDEMNITY

Upon acceptance of the hire, the Hirer undertakes to hold the City Of Karratha indemnified against all claims, losses, actions, damages, costs (including legal costs) and expenses whatsoever arising out of or in connection with the hiring of the venue: Personal injury (including death or disease) to the Hirer or any invitee or third party unless and then only to the extent that the Hirer proves said injury was due to the negligence of the City; Loss of or damage to any property owned by the Hirer, the City or any third party; Breach or non-compliance with any statute or regulation or local law of any public, municipal or other authority.

11. CLEANING

- 11.1. It is the responsibility of the Hirer to leave the facility in a clean and tidy condition within one hour of the conclusion of the booking. This includes but is not limited to ensuring floors are swept and mopped; benches, stoves, chairs and tables are wiped clean; chairs stacked no more than ten (10) high and tables folded and stored in their original position; all food scraps, rubbish, decorations and equipment are removed. Basic cleaning equipment is provided in all Council facilities.
- 11.2. If contract cleaning is required as a result of your booking, forfeiture of your bond may occur.

12. DAMAGE

- 12.1. The driving of nails, tacks, screws or the fixing of adhesive material etc into or on any part of the facility or furniture is strictly forbidden.
- 12.2. Please ensure that any notable damage is reported prior to the commencement of your booking, as it will be deemed that this damage may have occurred during the course of your function. All damage to a Council facility must be reported to the Karratha Leisureplex, Wickham Community Hub or Wickham Recreation Precinct during business hours.

12.3. The Hirer is responsible for any breakage, damage or loss to Council's property or equipment or surrounding facilities, which occurs during the Hirer's use of the Facility. The cost of repairing or replacing any breakage, damage or loss will be borne by the Hirer and will be deducted from the bond. In the event that costs to clean/repair any damage exceeds the bond, the Hirer will be invoiced and this will be a debt due and owing to Council.

13. SECURITY / CALL-OUTS

- 13.1. The Hirer shall ensure that all lights and doors, windows and gates are locked at the completion of each booking. Failure to secure the premises could result in a Ranger call-out.
- 13.2. Should a City of Karratha Ranger be called out as a result of the Hirer's non-compliance with any of these conditions, a call-out fee will be deducted from the bond (Minimum 3 hours).
- 13.3. The Ranger shall have authority to terminate the hire arrangement forthwith in the event of non-compliance if in the reasonable opinion of the Ranger the breach is likely to continue.
- 13.4. Should a Police call-out be required and/or a noise abatement notice issued as a result of the Hirer's failure to comply with a noise warning this will result in full forfeiture of the bond.

14. ATTENDANCE CAPACITIES

Attendance must not exceed the accommodation capacities determined by the Department of Health. In the event that such numbers are exceeded, the Hirer accepts full responsibility for repercussions such as the termination of their function.

15. LAW AND ORDER

The Hirer must comply with the provisions of all relevant State and Commonwealth legislation including but not limited to the Health Act, Liquor Act, Police Act, Criminal Code and the City of Karratha Local Laws.

16. SAFETY

- 16.1. All electrical cords, fittings, switches and other electrical appliances used by the Hirer must comply with the appropriate Australian Standards and display a current electrical test tag.
- 16.2. The Hirer is responsible for the actions and for the behaviour of all persons using the premises during the hire period whether or not those persons are using the premises at the express invitation of the Hirer. The hirer shall ensure that each person using the premises during the hire period maintains a reasonable standard of behaviour.
- 16.3. The Hirer shall take reasonable steps to ensure that persons do not loiter within the vicinity of the facility hired. The Hirer shall upon entry to any facility make themselves aware of designated evacuation plans and in the case of an emergency follow these plans and call emergency services on '000'.
- 16.4. The Hirer shall upon entry to any facility make themselves aware of designated evacuation plans and in the case of an emergency follow these plans and call emergency services on '000'.

17. ADVERTISING

The Hirer must not advertise their private function / party by any medium including fliers, newspapers, posters or the Internet without the prior consent of Council obtained in writing.

18. SMOKING

Smoking is strictly prohibited in all Council facilities. Smoking must be restricted to outdoor areas only and any discarded butts disposed of appropriately.

ANIMALS

Animals are strictly prohibited in all indoor Council Facilities.

19. STORAGE

- 19.1. Permanent user groups are not permitted to store equipment in a Council facility without prior written approval from the Manager Recreation Facilities.
- 19.2. Any items left by the Hirer at a Council Facility and/or Reserve run the risk of being utilised by other parties. Council accepts no responsibility for use, damage or theft of these items.
- 19.3. A Hirer may not use equipment belonging to another Hirer/Group, without written consent of that Hirer/Group and the Hirer shall be fully liable for any loss or damage occurring to such equipment whilst under his/her jurisdiction.

20. SPECIAL EVENTS

- 20.1 The Hirer acknowledges that if they are hiring a Council Facility and/or Reserve for the purpose of hosting a special event, they will be required to complete the *Casual Venue Hire Application* and abide by any special conditions as outlined in the confirmation letter.
- 20.2 The City reserves the right to relocate or cancel confirmed bookings with users should large or special events request usage of facilities during the year.

21. VEHICLE ACCESS

No vehicle is authorised to access any facility, reserve or public open space area without obtaining prior written consent from Council.

22. TENTS/MARQUEES

- 22.1. No tent or marquee is to be erected at any facility, reserve or public open space area without obtaining prior written consent from Council.
- 22.2. No stakes and/or pickets are to be placed into any part of the ground without Council's written consent in order to avoid damage to in ground reticulation pipe work and fittings.
- 22.3. Any repair or damage to Council's reticulation will be at the expense of the Hirer.

23. SIGNAGE

No signage is to be erected at a Council Facility or Reserve without prior written approval from the Manager Community Facilities.

24. SPECIAL CONDITIONS

The hirer acknowledges that any special conditions set out in the booking confirmation shall apply and be incorporated in this agreement. In the event of any conflict between these conditions and the special conditions, the latter shall take priority.

We, _____, and all affiliate members and participants acknowledge and accept the above Conditions of Hire when utilising Council Facilities and will ensure these are communicated and adhered to by all affiliate members and participants. We understand that failure to adhere to any of the above may result in cancellation of the association's bookings and return of keys.

Sign: _____

Sign: _____

Name: _____
President/ Primary Contact

Name: _____
Vice President/ Secondary Contact