## **CONDITIONS OF HIRE** 2021



- **1.** All bookings are to start and finish at the agreed times stated on your Detailed Booking Report issued as confirmation of your booking. Extra time either side of your booking will be allowed for requirement to clean and sanitise the areas that will be used and/or have had contact. All user equipment must be removed at the time of vacating the facility, unless otherwise arranged. Any unpaid amendments to bookings will be deducted from the bond or met by the hirer.
- 2. To maintain the safety of all facility users, the City of Kalamunda request that hirers and patrons attending bookings download the SafeWA app for purposes of contact tracing.
- **3.** Only the room hired as per the Detailed Booking Report, kitchen and toilets are to be utlised during facility access. Other internal meeting spaces must not be entered or used.
- 4. The hirer of the facility must supply their own groceries for their booking.
- **5.** The hirer of the facility must supply their own sanitising products in order to practice good hygiene methods, enduring the safety of their group members. Hand sanitiser must be available at the entrance to the facility for each persons use as they enter the facility.
- **6.** Following the booking all lights and electrical appliances are to be switched off, internal doors and exit doors locked, windows secured and facility armed (if applicable)
- 7. The facility shall be left in a clean and tidy condition with:
  - Tables and chairs to be cleaned and stacked away in the designated storage areas.
  - Cleaning of door handles, light switches, air conditioning remote controls and security alarm pad (if applicable).
  - All rubbish being placed in the outside wheelie bins provided. (It is the hirer's responsibility to have rubbish removed from a venue if a function generates an excessive amount of rubbish.)
- 8. All costs for losses, damage or extra cleaning required inside and/or outside of the facility will be met by the hirer. The hirer must inform the City if any damage is discovered prior to the commencement of their booking. Failure to do so may jeopardise the bond. Any unreported damage may also be charged to the hirer.
- **9.** The driving of tacks, nails, screws or fixing of blue tack etc. into any of the woodwork or walls or any part of the building, furniture or fixtures is strictly forbidden. No talcum powder, paint, sawdust or resin is to be used. No internal or external decorations are permitted to be erected without the approval of Council Officers. If floors are damaged in any way a charge will be made for restoration.
- **10.** The use of candles or smoke devices within City facilities is not permitted as they will cause the fire alarm to activate.
- **11.** It is the responsibility of the hirer to ensure that no person behaves in a disorderly manner or causes a nuisance or annoyance. The hirer must ensure order of guests and that decent behaviour is maintained both inside and outside the facility (e.g. in car park and surrounding areas) before, during and after the function. If police are called out due to excessive noise or to maintain order or disperse a disorderly crowd, the bond may be forfeited.
- **12.** In the event of a breakdown in services, utilities, equipment etc. no responsibility will be accepted by the City, but every care and precaution will be taken in this regard.
- **13.** It may be necessary for maintenance work to be carried out on grounds and venues during the year and your allocated period of hire may be affected. If this is the case, you will be contacted and advised of the nature of work and proposed timeframe. Every effort is made to find an alternative venue for the hirer however no guarantee can be given.
- 14. The City has a NO SMOKING POLICY which applies to all Council buildings.
- **15.** This facility is available for usage where alcohol is either sold or consumed, subject to the following:
  - For alcohol consumption, a "Permit to Consume Alcohol" form must be obtained from the Zig Zag Cultural Centre at a cost of \$27.50.

- If alcohol is to be sold a license needs to be obtained from the Office of Racing, Gaming and Liquor (Licensing Division), 87 Adelaide Terrace, Perth, 9425 1888 14 days prior to your function. A copy of this permit must be sent to the Zig Zag Cultural Centre a minimum of 7 days before the date of your hire.
- **16.** Alcohol is not to be consumed outside of the building.
- **17.** Each building is equipped with a limited number of tables and chairs. Any additional equipment required is to be provided at the hirer's expense.
- **18.** The City cannot offer exclusive use of facilities to any one group or individual and may on occasion allow usage of a facility by other community groups, individuals or the City itself. In the event of this happening, hirers will be given adequate notice and if practical, another facility made available.
- **19.** Casual users will be invoiced and payment is required **four** weeks prior to function. The booking will be automatically cancelled if payment is not received by the due date. Permanent Booking accounts are sent at the end of each three months.
- **20.** Cancellations of 'Permanent User' bookings and the booking of additional dates must be received in writing 14 days in advance. Casual bookings cancelled within 14 days of the booking will result in the retention of 50% of the hire fee as a cancellation fee.
- **21.** If the City's Rangers or contracted Security Company are required to attend before or after the prearranged time, the cost of this call-out will be met by the hirer.
- **22.** The use of any stage in a City facility is at the risk of the hirer.
- **23.** Public Liability Insurance. The City has arranged a 'Casual Hirer's Liability Policy', which is designed to provide public liability insurance coverage for casual hirers of facilities owned by the City of Kalamunda. Hirers should note that this coverage is only provided for individuals or groups that use City facilities on a one-off/occasional basis (up to twelve times a year). Hirers should note that they are not covered under this policy if they hire a facility on a regular basis (more than twelve times a year) or if the hirer is an incorporated group, sporting club, or association. Such hirers shall be responsible for arranging their own insurance coverage.

## **PRIVATE PARTIES & FUNCTIONS CONSUMING/SELLING ALCOHOL**

For all functions involving alcohol, the following additional conditions apply:

Bookings forms must be received at least **4 weeks** in advance and are required to be approved by the Zig Zag Cultural Centre Administrator. Bookings will not be accepted if forms are submitted less than 4 weeks prior to the booking date.

- **24.** A Statutory Declaration must be completed and submitted with the booking application forms advising that a full and accurate disclosure of all booking details has been made and the hirer has read and is bound by the Conditions of Hire. If a breach of the Conditions of Hire is made the hirer will automatically forfeit the full bond.
- **25.** Council reserves the right to insist on security/crowd control. This would involve hiring of a licensed security firm at a ratio of 1:40 guests. Proof of this would be required in writing from the security company.
- **26.** Proof of a formal invitation is required before an application will be approved.
- 27. Functions with alcohol must finish at 12 midnight.
- **28.** The City of Kalamunda reserves the right to refuse an application for hire for any reason.

## I hereby acknowledge that I have read the conditions of hire as outlined above and agree to comply with them.

Name:	Signature:	Date:
Organisation:	Facility:	(staff) BIN:

## For further information contact Zig Zag Cultural Centre on 9257 9998. 50 Railway Rd, Kalamunda 6076.