

CONDITIONS OF HIRE

1. REFUSAL

- 1.1. The City of Kalamunda reserves the right to refuse to hire the facility or any portion thereof without assigning any reason for refusal.
- 1.2. In addition, the City of Kalamunda reserves the right to refuse entry to the facility or any portion thereof to any person acting in an unruly, abusive or anti-social manner regardless of that person's status as a ticketed attendee or any other association with the booking or the Hirer.

2. CANCELLATIONS

- 2.1. The City of Kalamunda reserves the right to cancel any bookings. Such action would only be taken in the event of extreme necessity. Notice of cancellation would be given at the earliest possible date and payments fully refunded. In the event of this happening, the City of Kalamunda waives liability for any losses or damages that may occur.

3. CHARGES

- 3.1. Any costs for extra cleaning, security call outs or damage inside and/or outside of the facility will be deducted from the bond.

4. SEVERAL APPLICATIONS

- 4.1. In the event of two (2) or more applications being received for the hire of any portion of the facility at one time and date, the City of Kalamunda may without considering priority of application, determine to which applicant the hiring shall be granted.

5. DECORATIONS

- 5.1. The use of decorations and/or signage is not permitted in the facility without prior written permission from ZZCC staff. Permission to decorate should be made at the time of booking. All approved decorations must be removed after completion of the booking.
- 5.2. Driving of nails and screws etc into any part of the building fixtures and fittings, and the use of confetti, glitter or similar materials, is strictly forbidden.
- 5.3. The use of candles, smoke devices or pyrotechnics is not permitted in the facility as they will cause the fire alarm to activate.

6. SMOKING/FIRE ALARMS

- 6.1. Council has adopted a policy which prohibits smoking inside any Council facility. Furthermore, smoke detectors are located throughout the ZZCC and are linked to an alarm at the Fire Department.
- 6.2. The Hirer shall be liable for any call out fees for the Fire Department if any member of the Hirer's group falsely activates the fire alarm system during the period of hire.

7. LAW AND ORDER/SAFETY

- 7.1. The Hirer shall comply with the provisions of the Health Act, Occupational Health and Safety laws, the Police Act and the Criminal Code, or any other Act in force.
- 7.2. It is the responsibility of the Hirer to ensure that no person behaves in a disorderly manner or causes a nuisance or annoyance to an owner or occupier of any property within the vicinity of the facility.

8. NOISE

- 8.1. The Hirer must ensure that booking patrons/participants, whether during the performance/event or when leaving the venue, create no undue noise. Any complaints received from adjacent residents could jeopardise future applications.
- 9. CLEANING**
- 9.1. The area/s of use should be left in a clean and tidy condition immediately after use to ensure other Hirers are not disadvantaged. Failure to observe this will result in the Hirer being billed for additional cleaning.
- 10. HIRED AREA**
- 10.1. People participating in the booking are to remain within the area/s hired.
- 10.2. The City Mayor and the Chief Executive Officer or any Officer of the City of Kalamunda appointed by the City Mayor or the Chief Executive Officer shall at times be entitled to free access to any part of the facility.
- 11. FLOORS**
- 11.1. No talcum powder, paint, sawdust or resin is to be used without prior consent from ZZCC staff. Plants containing water are not to be placed on floors. If floors are damaged in any way a charge will be made for restoration.
- 12. SECURITY**
- 12.1. The City of Kalamunda reserve the right to insist on security/crowd control being provided by the Hirer and to impose a limit on the number of people present.
- 12.2. Doors to outside areas must be secured/monitored during the period of hire, to protect both facility equipment and the Hirer's possessions.
- 12.3. The ZZCC is fitted with an alarm system. The Hirer is required to arrive and vacate the building within the allocated time. If Security is required to attend and/or secure the building before or after this prearranged time, the cost of this call-out will be met by the Hirer.
- 12.4. Following the booking all lights and electrical appliances are to be switched off, exit doors and internal doors locked and windows secured.
- 13. CURFEW**
- 13.1. The curfew for this facility is 12midnight. The premises must be vacated by this time.
- 14. EQUIPMENT**
- 14.1. Articles and goods left during/after the hire of the facility are left at the Hirer's/owner's own risk. The City of Kalamunda accepts no responsibility for items left on the premises during/after the completion of hire.
- 14.2. The Seminar Room is equipped with a limited number of tables and chairs. Any additional equipment required is to be provided at the Hirer's expense. Some crockery and cutlery is provided; please see ZZCC staff for details.
- 14.3. Any damage is to be reported to ZZCC staff on the next day so that repairs can be carried out as soon as possible.
- 15. BREAKDOWNS**
- 15.1. In the event of a breakdown in services, utilities, equipment, etc. no responsibility will be accepted by the City of Kalamunda but every care and precaution will be taken in this regard.
- 16. LIQUOR AND REFRESHMENTS**
- 16.1. The Hirer shall not bring or sell any liquor, beverage, food or refreshments on any part of the premises hired unless in accordance with the *Liquor Control Act 1988* and unless specifically approved by ZZCC staff following completion of appropriate paperwork. Please see ZZCC staff for details.

- 16.2. If alcohol is to be consumed an Application to Consume Alcohol form must be completed prior to your booking.
- 16.3. If alcohol is to be sold the Hirer must obtain a Liquor Licence from the Department of Racing, Gaming and Liquor (Licensing Division), fourteen (14) days prior to your function. Phone 9425 1888 or email rgl@rgl.wa.gov.au. Website rgl.wa.gov.au. A copy of this licence must be provided to ZZCC staff at least seven (7) days prior to your booking.
- 16.4. The Hirer shall not cause, suffer or permit to take place at the Centre any activity that is contrary to the specifications of the *Liquor Control Act 1988*.

17. TERMINATION

- 17.1. If the Hirer fails to duly and punctually observe and perform all or any of the terms and conditions set out in this contract then the City of Kalamunda may give notice in writing to the Hirer terminating this contract and any future contracts.

INDEMNITY

- A. Subject to Clause B, The Hirer will at all times indemnify the City of Kalamunda from and against any foreseeable loss or liability that is caused by any unlawful or negligent act or omission by The Hirer or breach of this contract by The Hirer.
- B. The Hirer's liability to indemnify the City of Kalamunda under this clause will be reduced proportionately to the extent that such loss or liability was contributed to by any unlawful or negligent act or omission or breach of this contract by the City of Kalamunda, its officers, employees, subcontractors, agents or professional advisers.

By accepting this booking, I hereby acknowledge having read the attached Conditions of Hire and agree to abide by the conditions therein. I agree that the information declared above is true and correct, and I have read and understand that my rights are limited by this disclaimer.

Public Liability Requirements for Hiring City of Kalamunda Premises

1. Casual Hirer

1.1 *Casual Hirer Liability*

If the Hire Period is the Hirer's first to twelfth hire in a calendar year and the Hirer has not exceeded one hire within any calendar month, and if the person or group of persons hiring the City of Kalamunda premises is not a sporting body, school, club, association, corporation, incorporated body or hiring for commercial or profit based activities, the Hirer shall be defined as a Casual Hirer and shall be covered by the City of Kalamunda's Casual Hirer's Liability Insurance against claims by any person as a result of -

- (a) any damage to property; or
- (b) death of, or personal injury to, a person,

that occurs during the Hire Period due to the negligence of the Hirer.

Therefore the Hirer need not, if the Hirer does not wish to do so, take out its own Public Liability Insurance.

2. Excluded Hirer

2.1 *Excluded Hirer Liability*

If the Hire Period is the Hirer's thirteenth or more hire in a calendar year, or it has exceeded one hire within any calendar month, or if the person or group of persons hiring the City of Kalamunda premises is a sporting body, school, club, association, corporation, incorporated body or hiring for commercial or profit based activities (Excluded Hire), the Hirer shall not be defined as a Casual Hirer and **must** take out Public Liability Insurance in the Hirer's name for the Hire Period.

The Hirer **must** provide the City of Kalamunda with a copy of the Hirer's insurance policy (Certificate of Currency), prior to use of the premises.

Seniors groups may qualify for assistance with public liability insurance on demonstration of financial hardship. Seniors groups who have previously held public liability insurance are ineligible.

2.2 *City of Kalamunda not liable for Excluded Hirers*

The Hirer acknowledges and agrees in respect of each Excluded Hire that:

- (a) the City of Kalamunda's public liability insurance will not cover the Hirer; and
- (b) none of the City of Kalamunda and the Excluded Persons are liable for any loss, damage, death, injury (including loss of or damage to property) of the Hirer or any other person that occurs during the Hire Period, except where due to the negligence of the City of Kalamunda or an Excluded Person.

2.3 *Benefits of Excluded Persons*

The term "Excluded Person" means:

- (a) any employee or officer of the City of Kalamunda;
- (b) any agent or independent contractor of the City of Kalamunda;
- (c) any voluntary worker who is carrying out honorary or unpaid duties or tasks for the City of Kalamunda; or
- (d) any other person for whom the City of Kalamunda is vicariously liable.

The Hirer acknowledges that for the purposes of this Clause 2.3:

- (a) the City of Kalamunda is, and shall, act as agent or trustee on behalf of and for the benefit of each Excluded Person; and

- (b) each Excluded Person is deemed to be a party to this document and to have the benefit of this document.

Public Liability Disclaimer

This disclaimer is to be completed by all hirers of the Zig Zag Seminar Room.

Details of Hire

Name of hirer/organisation hiring premises:

Hire period (date/s and times):

I confirm that the person/group of persons hiring the Zig Zag Seminar Room **IS NOT** a sporting body, school, club, association, corporation, incorporated body or hiring for commercial or profit based activities?

Yes No

Is your hire of this or any other City premises occurring twelve or fewer times per (calendar) year?

Yes No

Is your hire of this or any other City of Kalamunda premises no more frequent than once per (calendar) month?

Yes No

If you answered YES to all of the above questions, you are a **Casual Hirer**. Please refer to clause 1.1 of the attached *Public Liability Requirements for Hiring a City of Kalamunda Premises*.

If you answered NO to any of the above questions, you are an **Excluded Hirer**. Please refer to clauses 2.1, 2.2 and 2.3 of the attached *Public Liability Requirements for Hiring a City of Kalamunda Premises* for public liability documentation requirements.

Acknowledgement by Hirer

The Hirer acknowledges they have read this document and the *Public Liability Requirements for Hiring a City of Kalamunda Premises*.

Signature of authorised person:

Name of authorised person (print):

Date:
