



CITY OF MANDURAH

SENIORS

CASUAL APPLICATION TO HIRE SPACE AT THE SENIORS CENTRE

City of Mandurah Seniors Centre

41 Ormsby Terrace, Mandurah (PO Box 210)

Phone: 9550 3799

Email: seniors@mandurah.wa.gov.au

Contact Details

Are you booking a facility as an individual or on behalf of a Company/Organisation?

Individual

Company/ Organisation

Name of person responsible for booking: _____

Name of Organisation/Business: _____

Residential or Business Address: _____

Postcode: _____ State: _____ Phone: _____

Email: _____

Are you registered as a business?

Yes

No

If yes, no insurance under the City of Mandurah policy will be provided and you will need to submit a copy of your Public Liability Insurance with this application. Please refer to point 11 on insurance.

If yes, please provide ABN: _____

Are you an incorporated body, sporting body, government agency, school, association or profit-making organisation?

Yes

No

If yes, no insurance under the City of Mandurah policy will be provided and you will need to submit a copy of your Public Liability Insurance with this application. Please refer to point 11 (insurance) of the hire conditions.

Are you a not-for-profit organisation?

Yes

No

If yes, please provide a copy of your Certificate of Incorporation and submit a copy of your Public Liability Insurance with this application. Please refer to point 11 (insurance) of the hire conditions.

Are you a registered Charity

Yes

No

If yes, please provide proof of charitable status with the application and submit a copy of your Public Liability Insurance with this application. Please refer to point 11 (insurance) of the hire conditions.

Office use only

Fee category: Private Casual Community Casual Fee Waiver

Reason: Community benefit In-kind support Extraordinary circumstances

Recommended by Seniors Coordinator Signature _____ Date _____

Approved by Executive Manager (under delegated authority)

Signature _____ Date _____





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Room Required (please mark all that apply):

Library Main Hall Games Room Dining Room Craft Room Café Lounge

Day and date of hire _____

Start Time: _____ Finish Time: _____

Equipment Required (extra charges apply)

Urn 2nd microphone Projector Stage lights and iPad (Main Hall only)

Please be advised that set up & clean up time MUST be included on the booking form.

Event must be concluded by 12.00am and the hall must be vacated by 1:00am, including cleaning time. Cleaning must be completed prior to vacating the premises and will not be permitted to occur on the following day.

Description of Function/Activity _____

Estimated Attendance No's: _____ Adults (Over 18) _____ Children (Under 18)

Are you providing food at this function/activity? Yes No

If yes, will this food be sold or provided free of charge? Sold Free of Charge

*If **Selling food**, Health Services will require a minimum of 2 weeks' notice after Temporary Food Stall Application is received. Please refer to point 28 in the conditions of hire.*

Will ALCOHOL be consumed? Yes No

Note: A fee will be charged and an application for a permit must also be submitted.

Will ALCOHOL be sold? Yes No

Note: If liquor is to be sold, a second permit must be obtained from the Department of Racing, Gaming and Liquor. <http://www.rgl.wa.gov.au>. Copy to be provided to the Seniors Centre before booking is approved. Please refer to point 12 in conditions of hire. Licensed security is mandatory for 18th and 21st birthday functions. Please refer to point 7 in the Conditions of Hire. The party is required to be registered with WA police by going to www.police.wa.gov.au. (Proof required).

Disclaimer

I agree that I have read the City of Mandurah's Terms and Conditions of Hire and agree to abide by these and be responsible for payment of all fees and charges associated with this hire and ensure that appropriate liability and other insurances are in place for the activities to be conducted.

Name _____ Email _____

Contact Phone _____

Signature _____

Date _____



PAYMENT DETAILS & BOND RETURN INFORMATION

Once your Application has been processed and accepted by the coordinator of the centre you will be emailed a written quote to be checked and approved.

Once quotation has been accepted you will be invoiced by our finance department, this can be paid by either

- CASH
- CHEQUE
- CREDIT CARD
- EFTPOS

All of the above payment methods can be made at the City of Mandurah Seniors Centre counter between Monday to Friday from 8.30am – 4pm (41 Ormsby Terrace, Mandurah)

We are also able to take credit card details over the phone by calling 9550 3799.

BOND RETURNS

All bond returns will be processed within **10 working days** after the date of your booking and can only be refunded to you nominated bank account – please complete the following information required below to make the refund process more efficient.

BSB# _____ ACC # _____

Account Name: _____

Email address: _____

Please note the account name must be the same as the name of the person or organisation that the booking has been made out to. Any change to this must be discussed with a Seniors Centre staff member on 9550 3799.

I have read and understand the information above

Name: _____ Date: _____

Signature: _____

Office Use Only:

Hirers Name: _____

Date of Booking: _____



CONDITIONS OF HIRE AGREEMENT

* APPLICANTS MUST BE OVER 18 YEARS OF AGE *

1. Booking Application

Usage of Council's facilities or reserves must be applied for by completing in full the *Hall Hire Application* form and returning the completed form(s) to the City of Mandurah Seniors Centre, 41 Ormsby Terrace, Mandurah, 6210 or seniors@mandurah.wa.gov.au.

2. Confirmation of Booking

All applicants must follow the procedures outlined in the *Hall Hire Application* form.

The Hirer will be responsible for ensuring the use of the facility complies with the approved purpose and all other conditions of hire.

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. Unauthorised use or entry to a facility at any time without the written consent from Council may result in legal implications.

3. Schedule of Fees 4. Usage Times

Compliance with Council's Schedule of Fees & Charges for facility bookings form part of these conditions.

Approval to use a Council facility applies only to the times and dates outlined on the booking confirmation. Please refer to Section 2.

You must allow for set-up and clean-up times on your *Hall Hire Application* form. If the function extends past the approved time, additional hire fees will be charged. This is also subject to below. *Under no circumstances is any function to extend beyond 12 midnight. Premises must be vacated and no loitering is permitted.*

5. 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 takes full responsibility for any legal action such as the termination of their function.

6. Advertising

The Hirer should consult with the Seniors and Community Centre prior to advertising any function/party/event and ensure all advertising by any medium is not defamatory, derogatory or impinging the reputation of the City and/or its facilities.

7. Swipe Cards

Cards must be obtained from the City of Mandurah Seniors Centre between 8.30am and 4.00pm Monday to Friday on the day of or on the last working day before the booking. If you cannot collect the card during these hours, alternative arrangements must be made with the Centre at least 5 working days prior to the scheduled date of the booking. Cards must be returned the same day or one working day after the hire date. The Hirer will be required to pay a card bond in accordance with Council's Schedule of Fees. Cards will not be issued unless all monies associated with the booking are paid and the Terms and Conditions signed. For seasonal or regular hirers, you are required to return all cards to the Mandurah Seniors and Community Centre at the conclusion of your hire term.

8. Consumption of Alcohol

The Hirer must comply with provisions of the Liquor Licensing Act 1988. Alcohol is strictly prohibited on any Public Open Space or Reserve area. This includes boardwalks or pavements



CONDITIONS OF HIRE AGREEMENT

external to premises. No alcohol is to be consumed in any facility without an Alcohol Consumption Permit being obtained from the City of Mandurah. *Application to Consume Alcohol at a Council Facility* form is required. (Proof of age required).

No alcohol is to be sold at any facility without the appropriate licence being obtained from the Dept of Racing, Gaming and Liquor at www.rgl.wa.gov.au.

Allow 14 days for this process.

Alcohol or other drinks are not to be served in glass containers (including stubbies, bottles and glasses) and will only be supplied by the Hirer in cans or plastic cups.

Supply by the Hirer of any bulk alcohol (including keg beer) will incur a higher bond. The Hirer must disclose this information on the Application to Consume Alcohol at a Council Facility. Alcohol consumption is restricted to indoor premises only and not to be consumed outside a facility.

9. Smoking

Smoking is strictly prohibited in all Council facilities. Smoking must be restricted to outdoor areas only (minimum of five metres from entrances) and any discarded butts disposed of appropriately.

10. Safety

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. The Hirer will use its best endeavours to ensure the safety of all persons attending the event.

11. Insurance

You are classified as a "Casual" hirer if you apply to hire a Council Facility or Reserve 10 times or less per year and as such, you are covered under the City's Casual Users Liability Insurance ** PLEASE NOTE THAT THIS EXCLUDES INCORPORATED BODIES **

You are classified as a "Regular" hirer if you apply to hire a Council Facility or Reserve 11 times or more per year in a regular scheduled pattern.

The Regular hirer shall have current insurance cover for Public Liability to the value of \$10,000,000. A certified copy of the Certificate of Insurance is to be attached to the Facility and/or Reserve Hire Application. Failure to provide evidence of insurance entitles the City to revoke the hire agreement.

12. Indemnity

Upon acceptance of the hire, both the Casual and Regular Hirer undertake to hold the City of Mandurah 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, including but not limited to:

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; and

Loss of, or damage to, any property owned by the Hirer, the City or any third party;

Loss due to a breach or non-compliance with any statute or regulation or local law of any public, municipal or other authority.

13. Cleaning

It is the responsibility of the Hirer to leave the facility clean and tidy. All food scraps, rubbish, decorations and equipment are to be removed or (in the case of tables/chairs) correctly stored immediately at the conclusion of each booking. Cleaning must be completed by the time specified on the booking form. You are not permitted to return the following day.



CONDITIONS OF HIRE AGREEMENT

If contract cleaning is required as a result of your booking, a separate charge or forfeiture of your bond may occur. Basic cleaning equipment is provided in all Council facilities; however, it is the Hirer's responsibility to provide any additional equipment necessary to ensure the premises are left clean and tidy. (Please note that vacuum cleaners are not provided).

14. Damage

Please ensure that any notable damage is reported prior to the commencement of your booking as it will be deemed that this damage occurred during the course of your function.

All damage is to be reported to the Centre during business hours (Monday to Friday) or Ranger Services up until 8.00pm (7 days/wk).

The Hirer is responsible for any breakage, damage or loss to Council's property or equipment, which occurs during the Hirer's use of the Facility and/or Reserve. The cost of repairing or replacing any breakage, damage or loss will be borne by the Hirer and will be deducted from the bond.

The driving of nails, tacks, screws etc into walls or furniture is forbidden.

The Hirer will be responsible for any damage to the surrounding facilities as a result of the function. The cost of repairing such damage will be deducted from the bond. This includes, but is not limited to, damage to parking bollards, piping, trees, shrubs, fences, grass, signs, lighting etc.

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.

15. Security

The Hirer shall ensure that all lights are turned off and any doors and windows are locked at the completion of each booking. Failure to secure the premises could result in a Ranger or security call-out. Refer to section 16.

16. Call-Outs

Should a City of Mandurah Ranger or security be called out as a result of the Hirer's non-compliance with any condition of hire, a call-out fee will be deducted from the bond (Minimum 3 hours).

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.

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.

17. Bond

Bond amounts are in accordance with the agreed *Schedule of Fees* for the year. These will be reviewed annually as part of the standard Council budgetary process.

Failure to pay the bond by the due date will render any booking or agreement void.

Failure to comply with the Terms and Conditions outlined in this document may result in the forfeiture of all or a portion of your bond.

18. Repayment of Bond

The Hirer acknowledges that failure to comply with all or any of these conditions may result in a forfeiture of all or a portion of the bond and that the City reserves its right to impose additional charges for cleaning, repair of damage and/or as mentioned in Section 17.

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.



CONDITIONS OF HIRE AGREEMENT

19. Compliance with Legislation

The Hirer must comply with the provisions of all relevant State and Commonwealth legislation and in particular, the Environmental Protection Act 1986 and its regulations, and the *Noise Abatement (Neighbourhood Annoyance) Regulations 1979*. The Hirer acknowledges a breach of the Environmental Protection Act may result in a Noise Abatement Direction being served which can in the event of non-compliance, lead to a maximum penalty of \$5,000.

In light of the Covid-19 Pandemic the Hirer must at all times ensure:

- a. that all people using the facility are complying with the State Government issued Guidelines in relation to COVID-19 and Recreation activities; and
- b. that, where relevant, their COVID-19 Safety Plan is prominently displayed; and
- c. that in the event that the Guidelines or COVID-19 Safety Plan for the facility are not being complied with, all activities stop immediately.

20. Compliance with Local Laws

The Hirer must ensure compliance with the City of Mandurah's Local Laws. If the Hirer intends to sell food at the venue, the Hirer must obtain a permit from Council's Environmental Health Services and other appropriate trading permits.

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 and Marquees

No tent or marquee is to be erected at any facility, reserve or public open space area without obtaining prior written consent from Council.

No stakes and/or pickets are to be placed into any part of the ground without Council's written consent in order not to damage reticulation. Any repair of damage to Council's reticulation will be at the expense of the Hirer.

23. Sale of Food

If you intend to sell food you are required to provide the details of the registered business providing the food OR complete an *Application to Sell Food from a Temporary Food Premise* form to be submitted to Environmental Services.

24. Line Marking

All line markings on reserves are the responsibility of the Hirer. A water-based white paint is to be used. Other materials are prohibited due to toxic effects to both people and the reserve.

25. Signage

No signage is to be erected at a Council Facility and/or Reserve without prior written approval from the Coordinator of the Mandurah Seniors and Community Centre.

26. Storage

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.

27. 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.

