

Hire Fees & Bonds

For Fees and Bond charges please refer to the [Facility Hire Fees - Library Spaces Website](#). Hire Fee and Bond payments are required seven days prior to the booking date. **All bookings will be invoiced. Payment options are detailed on the invoice.**

Fee Reductions

Your group, club or organisation may be eligible for a Reduction in Hire Fees.

A Fee Category Assessment must be completed, available from the [Venue Hire - Library spaces Website](#). For seasonal or annual hirers, an application form should be completed for your first booking and will be valid for the term of your booking or until December 31 (whichever arises first). Applications will be assessed and if approved, confirmed in writing.

PLEASE NOTE: If a fee reduction has been approved prior to this application (within this calendar year), please provide the following details:

Ref No.: _____ Date of Approval: _____ Category Approved: Fee Waiver

Booking Guidelines & Procedures

1. Conditions of Hire Agreement must be read prior to completing the approved application form.
2. Tentative bookings are only valid for three business days.
3. Bookings will only be accepted on this, the approved application form.
4. Application forms are to be completed **in full** and returned to the Mandurah Libraries prior to the booking to be considered eligible for assessment.
5. All booking applications must include time for set up and clean up.
6. All bookings will attract a hire fee and bond in accordance with Council's *Schedule of Fees and Charges*.
7. A Fee Category Assessment is to be completed and must comply with Council's 'Donations to Community Groups' policy aims and guidelines to be eligible for a fee reduction or waiver. If approved, written confirmation will be supplied.
8. As a Regular, Seasonal or Annual applicant, it is the hirer's responsibility to provide current Public Liability insurance cover to the value of \$10,000,000. A certified copy of the Certificate of Insurance must accompany your first application.
9. As a Casual Hirer you are covered under the City of Mandurah's Public Liability Insurance. You are classified as a 'Casual' hirer if you apply to hire a Council Facility or Reserve 12 times or less per year:
**** Please note that this excludes incorporated bodies. ****
10. Confirmation of approved applications will be provided in writing prior to the booking date with any additional terms and conditions identified which may be specific to the booking.
11. All bookings will be invoiced prior to the booking date. Payment can be made at the Council's Administration Building or via BPay as per instructions on the invoice. Regular users will be invoiced monthly in advance.
12. Refunds will only be given if written notice of cancellation is received at least five days prior to the scheduled booking date or a cancellation fee will apply. **This also applies to regular booking cancellations and amendments.**
13. Bond amounts will be refunded to the applicant within 21 working days following return of keys and confirmation from Council's maintenance department that there has been no damage to the facility as a result of the booking.
14. Social distancing needs to be adhered to.
15. All Hirers adhere to the maximum occupancy numbers for their booked Meeting Room.
16. All Hirers will clean the high-touch surfaces prior to vacating the premises with the cleaning kit provided by the City of Mandurah.

Declaration

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 and Procedures, Conditions of Hire and Local Laws.

Signature

Date

Please return to:

manlib@mandurah.wa.gov.au

Checklist for Meeting Room Hire Application

REQUIREMENT	COMPLETED ACTIONS/FORMS	COMPLETED (PLEASE TICK or N/A)
Booking Forms	Hire Application Form (Application Form & Conditions)	
Conditions of Hire Agreement	Conditions have been read and understood (Application Form & Conditions)	
Fee reduction	Fee Category Assessment Form completed (Form 2. Fee Category Assessment)	
Fees & Charges	Fees and charges have been read (Fees & Charges)	
Liquor Consumption	Completed Application to Consume Liquor at a Council Facility (Liquor Consumption City of Mandurah)	
Liquor Sales	Applied for Liquor License (Occasional Licence to Sell Alcohol Racing, Gaming & Liquor)	
Public Liability Insurance	Certificate of Currency attached or Risk Profile Assessment completed and attached (Risk Profile Assessment)	
Storage	Storage is not permitted	
Equipment Required	<input type="checkbox"/> Whiteboard <input type="checkbox"/> TV/DVD (Smart TV)	
Payments	Regular: To be paid monthly in advance. You will receive an invoice. Casual: Invoice will be provided post use	

Checklist to be signed and forwarded to Mandurah Libraries with Application

Name of Group: _____

Name of Applicant: _____

Signature: _____

Conditions of Hire

***** APPLICANTS MUST BE OVER 18 YEARS OF AGE *****

Please read the following carefully prior to completing your Facility Application Form.

Applicant keeps Conditions of Hire copy and returns Application Form to the Mandurah Libraries.

1. CLEANING KIT

The Meeting Rooms, FabLab and Digital Hub are equipped with a cleaning kit. It is the responsibility of the Hirer to clean high-touch surfaces e.g. computers, equipment, tables, chairs and door handles in the Meeting Rooms and Computer Room at the conclusion of each booking.

2. BOOKING APPLICATION

Usage of Council's facilities or reserves must be applied for by completing in full the *Mandurah Libraries Facility Hire Application* form and returning the completed form(s) to Mandurah Libraries, electronically via manlib@mandurah.wa.gov.au.

All applicants must follow the procedures outlined in the Mandurah Libraries Facility 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. CONFIRMATION OF BOOKING

Applicants will receive written confirmation of their booking, within three business days of receipt of a fully completed Application Form. Once the Booking confirmation has been provided by Mandurah Libraries, full Conditions of Hire apply.

4. SCHEDULE OF FEES

Compliance with Council's Pricing Policy and Schedule of Fees for the Mandurah Libraries Meeting Rooms bookings forms part of these conditions.

5. USAGE TIMES

Approval to use a Council Facility or Reserve applies only to the times and dates outlined on the booking confirmation. Please refer to Section 5.

You must allow for set-up and clean-up times on your Mandurah Libraries Facility Hire Application form. Room hire is only available during Mandurah Libraries available hours. Premises must be vacated and no loitering is permitted.

6. 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.

7. 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.

8. CONSUMPTION OF ALCOHOL

Alcohol consumption is restricted to Indoor premises only and is not to be consumed outside the facility. The City of Mandurah recommends that alcohol and other drinks are not served in glass containers (including bottles, glasses and stubbies) and instead plastic (recyclable) cups/glasses are used. Alcohol consumption in Public Open Spaces or within Reserves is prohibited unless formally authorised by the City of Mandurah. If approved, alcohol and other drinks are **not** permitted to be served in glass containers (including bottles, glasses and stubbies). Hirers **must** supply drinks in plastic (recyclable) cups/glasses.

9. SMOKING

Smoking is strictly prohibited in all Council facilities. Smoking must be restricted to outdoor areas only 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 City of Mandurah Facility 12 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 an 'Annual' hirer if you apply to hire a City of Mandurah Facility or Reserve 13 times or more per year. The Annual 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 *Mandurah Libraries Facility Hire Application*. Failure to provide evidence of insurance entitles the City to revoke the hire agreement. Non-incorporated bodies that wish to hire a Library Facility 13 times or more per year, must apply to the Coordinator of Libraries & Heritage services for approval. Please allow 14 days for this process.

12. INDEMNITY

Upon acceptance of the hire, the Casual or Annual Hirer undertakes 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: 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.

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 confirmation. If contract cleaning is required as a result of your booking, a separate charge 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.

14. DAMAGE

Please ensure that any notable damage is reported prior at 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 Libraries during business hours (Monday to Sunday) or to Ranger Services up until 8.00pm (7 days per week). 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 or Reserve. The cost of repairing or replacing any breakage, damage or loss will be borne by the Hirer. The driving of nails, tacks or screws 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 or lighting. In the event there are additional costs to clean / repair any damage, 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, windows and gates locked at the completion of each booking. Failure to secure the premises could result in a Ranger call-out. Refer to section 16.

16. CALL-OUTS

Should a City of Mandurah Ranger be called out as a result of the Hirer's non-compliance with any condition of hire, a call-out fee will be invoiced (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 a call out fee may be charged.

17. BOND

Bond amounts are in accordance with the agreed *Schedule of Fees* for the current financial year. These will be reviewed annually as part of the standard Council budgetary process. Failure to pay the Bond stipulated in your confirmation letter 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. For Seasonal and Annual Hire bonds, the City has the right to apply your Bond to any breach of the conditions including failure to pay seasonal accounts, late cancellation or booking fees, unauthorised use or any other as deemed necessary by the Executive Manager Community. Should the available Seasonal or Annual bond amount fall below \$100.00 due to deductions, replacement funds up to the initial amount are required.

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 16. 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.

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 the *Environmental Protection (Noise) Regulations 1997*. The Hirer acknowledges a breach of the Environmental Protection Act 1986 may result in enforcement action by Police or Environmental Health Officers including, the issuing of a Noise Abatement Direction which can in the event of non-compliance, lead to a maximum penalty of \$25,000, Infringement Notices \$250 or \$500 and/or the seizure of noisy equipment.

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. SPECIAL EVENTS

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 City's *Special Event Application Package* and abide by any special conditions as outlined in the confirmation letter.

22. VEHICLE ACCESS

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

23. TENTS/MARQUEES

No tent or marquee is to be erected at any facility, reserve or public open space area without obtaining prior consent from Council. No stakes and/or pickets are to be placed into any part of the ground without Council's consent in order not to damage reticulation. Any repair of damage to Council's reticulation will be at the expense of the Hirer.

24. SALE OF FOOD

If you intend to sell food you are required to complete an *Application to Sell Food from a Temporary Food Premises* form to be submitted to Environmental Services.

25. LINEMARKING

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

26. SIGNAGE

No signage is to be erected at a Mandurah Libraries Facility and/or Reserve without prior written approval from the Coordinator Library & Heritage Services.

27. 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.

28. 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 later shall take priority.

Small Meeting Room:

Falcon Library Meeting Room 1: 50 occupants max | Meeting Room 2: 50 occupants max
Lakelands Library Meeting Room: 25 occupants max
Mandurah Library Meeting Room: 20 occupants max

Per Hour or part thereof (GST Inclusive)	per hour
Commercial Casual/Private Function <i>Up to 12 Bookings per year</i>	\$20.75
Commercial Regular <i>More than 12 bookings per year</i>	\$18.75
Community Casual <i>up to 12 Bookings per year</i> (Not-for-profit group or club)	\$16.50
Community Regular <i>More than 12 bookings per year</i> (Not-for-profit group or club)	\$14.50

Large Meeting Room:

Falcon Library Meeting Room 3: 107 occupants max
Lakelands Library Meeting Room 3: 50 occupants max

Per Hour or part thereof (GST Inclusive)	per hour
Commercial Casual/Private Function <i>Up to 12 Bookings per year</i>	\$42.50
Commercial Regular <i>More than 12 bookings per year</i>	\$33.50
Community Casual <i>Up to 12 Bookings per year</i> (Not-for-profit group or club)	\$24.50
Community Regular <i>More than 12 bookings per year</i> (Not-for-profit group or club)	\$18.75

Digital Hub and FabLab:*(8 – 10 Computers)**Mandurah Digital Hub: 12 occupants max**Falcon FabLab: 43 occupants max*

Per Hour or part thereof (GST Inclusive)	per hour
Commercial Casual/Private Function <i>Up to 12 Bookings per year</i>	\$69.75
Commercial Regular <i>More than 12 bookings per year</i>	\$63.25
Community Casual <i>Up to 12 Bookings per year</i> (Not-for-profit group or club)	\$41.50
Community Regular <i>More than 12 bookings per year</i> (Not-for-profit group or club)	\$34.50

Additional Charges:

Item	Charge
Alarm Call out fee	\$170.00
Key bond	\$50.00
Bond – No alcohol	\$250.00

Available times:

Day	Mandurah Library	Falcon Library	Lakelands Library
Monday to Friday	9am – 6pm	8am – 12am	7am – 10pm
Saturday	9am – 5pm	8am – 12am	7am – 10pm
Sunday	10am – 2pm	8am – 12am	7am – 10pm

Chairs, tables, whiteboards and an urn are available on request at time of booking.

Safety Issues & Evacuation Procedures for Room Hirers

Please locate and familiarise yourself with the Emergency and Evacuation Plan which is located in each Meeting Room, Digital Hub, FabLab and in the hallway. These have all the exits, extinguishers and muster points marked on them.

Familiarise yourself with where the fire extinguishers/blankets are located and read the instructions on how to use them.

In the event of an emergency:

1. *Ask people to move out of the building and assemble at the Muster Point.*

Adhere to the physical distancing by maintaining 1.5m distance from others.

Telephone emergency Services

Emergency 000 Fire 000

Ambulance 000 Police 000

Ensure you clearly give address and STATE (WA).

3. *Ensure people move out, giving assistance if required. Tell people that there is an emergency and they must leave the building.*
4. *Clear meeting rooms, hallway and toilets, checking storerooms and ensure nobody re-enters the building.*
5. *Note that checking every room is to take place only if safe. Close doors after securing areas.*
6. *Someone at the muster point should take names and contact numbers of members of the public, so that there is a record of those safely evacuated.*
7. *Advise all occupants not to leave the external assembly as their movement may block emergency vehicle access and you may also need witness statements once the emergency is under control.*
8. *Report to emergency services personnel when they arrive.*
9. *Re-entry to building to be allowed only after safe clearance has been ascertained by Authorities.*

** Always obey the instructions given by emergency authorities to ensure your own personal safety and the safety of others.*

Mandurah Libraries Facility Hire Feedback Form

Your feedback is very much appreciated.

Hirer: _____ Hire date: _____

Room: (Please tick)

- Meeting Room
- Digital Hub
- FabLab

Equipment:

Did you use any of the following:

- Whiteboard
- Smart TV
- Other _____

Were there any problems using any of the equipment?

Is there any equipment that you would like to see available?

Any other feedback?
