

## BOOKING TERMS AND CONDITIONS OF HIRE

### INTRODUCTION

This document outlines the Terms and Conditions of Hire for Recreation Facilities across the City of Stirling; including Community Centres, Beaches and Reserves. The Terms and Conditions of Hire must be read and understood prior to hiring any facility, beach or reserve. Each facility, beach and reserve may have additional conditions depending on the booking(s) held, which each hirer must adhere to.

### 1. APPLICATIONS / BOOKINGS

- 1.1 All applicants must be aged 18 years or over All booking requests must be submitted in writing on an official City of Stirling application form and all information provided must be true and correct and submission of an application form does not guarantee that the application will be approved.
- 1.2 All times and rooms booked will be paid for. Upon payment of the booking(s) and usage of the facility, the hirer has agreed to all Terms and Conditions of Hire listed on this document and any additional conditions given by the City.
- 1.3 The facility room(s)/area(s)/space(s) or beach(es) or reserve(s) as specified on the Hire Agreement can only be accessed within the dates and times detailed on the Hire Agreement. The hirer is required to start and finish on time and cannot access the facility outside the times on the Hire Agreement. Where there is a changeover, an additional 15 minutes may be allowed at the discretion of the City. Set up (bump in) and pack away (bump out/clean up) time must be included on the application form and in the booking time. Confirmation of the booking does not entitle the hirer to exclusive use of the beach/reserve, except in the case of approved licensed/ticketed events.
- 1.4 Any changes including time extensions or reductions, date changes and facility changes to the booking must be submitted in writing.
- 1.5 The City of Stirling reserves the right to give thirty days written notice to change or cancel any booking for council business or due to unforeseen circumstances.
- 1.6 The City of Stirling reserves the right to decline, suspend or cancel any booking in the event of health and safety issues or if the booking poses a risk to the City and its ratepayers. Bookings will be re-accommodated where possible. The City of Stirling Security Officers and Rangers reserves the right to close any function/booking/event at any time due to any breach(es) of Terms and Conditions of Hire.
- 1.7 The City of Stirling will make every effort to provide the Hirer with a clean and tidy facility. It will also take every reasonable care and precaution to ensure that all utilities, services and equipment are in proper working order, but will not accept responsibilities for breakdowns beyond their control.
- 1.8 Any disputes, feedback or complaints must be made in writing and marked to the attention of Recreation and Leisure Services, via email: [bookings@stirling.wa.gov.au](mailto:bookings@stirling.wa.gov.au) .
- 1.9 For Lane Hire: Hirers must maintain the required minimum of five (5) swimmers per lane to sustain their booking. The City of Stirling reserves the right to reallocate lanes if the hirer does not have the required number of swimmers. In the event that a lane is re-allocated, the City will endeavour to inform the hirer via email by the next business day. The City will reimburse or credit the hirer for any fees paid.
- 1.10 At all staffed centres, staff are in attendance and must be contacted before the commencement of any booking. It is a requirement in an Emergency that staff on site must be contacted immediately. In an Emergency Staff on site will take control of the site and you must adhere to their direction given.
- 1.11 Any signage/ advertising and or storage of equipment must be approved by the Facility Hire Team. The City of Stirling takes no responsibility for any equipment stored on the premise.
- 1.12 COVID-19: It is the responsibility of all facility hirers to comply with State Government of Western Australia requirements regarding COVID-19. If Stirling Facility Hire are forced to close due to COVID-19 restrictions imposed by the State Government of Western Australia, all bookings, functions and events will be cancelled with immediate effect. The City will notify each hirer confirming the shutdown and all associated booking hire fees affected by this shutdown will be refunded in full.

### 2. RESTRICTIONS

- 2.1 All City of Stirling facilities maintain a "Smoke Free" environment. Smoking is strictly prohibited inside the facility or outside the facility within 10m of any entry/exit doors. No open flames are permitted inside the facility (i.e. no candles).
- 2.2 LIVE BANDS ARE STRICTLY PROHIBITED. The restriction also applies to the use of musical equipment such as drums, trumpets, electric guitars etc.
- 2.3 SMOKE MACHINES ARE STRICTLY PROHIBITED. It is the hirer's responsibility to inform the DJ/event operator that smoke machines or similar are strictly prohibited. The entire bond will be automatically forfeited to the City of Stirling should it be found that a smoke machine or similar has been used. The City of Stirling and the Fire Emergency Services Authority of WA reserve the right to instigate legal action against any hirer who uses a smoke machine or similar.
- 2.4 To comply with health regulations and food safety standards, all the kitchen facilities are of domestic grade and can be used for re-heating purposes only. For any food preparation, it must take place in one of the City's commercial grade kitchens located at Stirling Leisure Centres - Herb Graham - Mirabooka, Stirling Community Centres – North Beach (Charles Riley) and Stirling Community Centres – Tuart Hill. Food preparation cannot occur in any room outside of a commercial kitchen. No cutlery, crockery, food or drink is supplied. Kegs of any type must not be placed in the halls/rooms. They can only stored and used in the facility's kitchen.
- 2.5 Hirers can only use the appliances provided in the facility; hirers cannot bring any type of portable appliances into the facility (i.e. portable cookers). No equipment of any description belonging to the City of Stirling or other user groups/businesses is to be moved or removed from the site.

- 2.6 Noise levels must comply with The Environmental Protection (Noise) Regulations 1997 and must be kept at a reasonable level. To minimise the noise impact on neighbouring properties, all external doors are kept closed for the duration of the booking. Further advice may be obtained from the City of Stirling Environmental Service contact (08) 9205 8555.
- 2.7 All functions/bookings must cease at 12:00am (midnight). All music must be turned off at 12:00am (midnight) with the Hirer's guests asked to leave promptly. The Hirer has until 1:00am to fully clean and vacates the premises.
- 2.8 It is an offence in Western Australia for persons of any age to drink in public, such as on the street, park or beach (excluding licensed areas). For more information visit WA Police website.
- 2.9 Rice, confetti or similar materials are not permitted to be thrown on any beach or reserve or facility. Helium balloons are not to be released on parks, reserves, beaches and are to be anchored down in City facilities. Fresh flower petals are acceptable.
- 2.10 City of Stirling community facilities including beaches and reserves cannot be used for commercial retail purposes unless otherwise approved.

### 3. CHARGES AND PAYMENTS OF ACCOUNTS

- 3.1 Costs of hire and bonds are in accordance with the current Fees and Charges Schedule endorsed by Council. The annual Fees and Charges Schedule comes into effect 1 July each year and any bookings or accounts that have not been paid at 1 July will incur any applicable fee increases. The Fees and Charges Schedule provides both a standard and community rate of hire for all facility hire bookings.
- 3.2 The standard rate of hire will apply to all bookings unless the hirer can supply the City with a Certificate of Incorporated or signed and authorised Statutory Declaration (applicable for 12 months) declaring the booking(s) is (are) Not-For-Profit, whereby the booking will be charged at the community rate of hire. This is only applicable for organisation/groups and does not apply to personal bookings or high risk functions.
- 3.3 As per the current Fees and Charges Schedule (see 2.2) the Rental Extra Fees are as follows:
  - 3.3.1 Cancellation Fees: A cancellation fee of \$50.00 (standard rate) or \$25.00 (community rate) is applicable to all approved casual/'one off' bookings/events that are cancelled by the hirer with five (5) or more business days' notice. In the case where the hire fees have been paid, all money in excess of the cancellation fee will be refunded. No cancellations will be made after the booking has passed  
 FOR CASUAL HIRERS: Cancellation of casual/'one off' bookings/events written notice is required; with less than five (5) business days' notice, the Hirer will be liable for the full cost of the booking/event, less the bond/security deposit.  
 FOR REGULAR HIRERS: Cancellation of regular/ongoing bookings/events written notice is required; with less than one weeks' notice, the Hirer will be liable for the cost of the bookings/events for up to one week from the date of the notice. Notice of termination of regular bookings/activities is required in writing, five (5) business days prior to termination date.
  - 3.3.2 A late fee of \$50.00 is applicable to all tax invoices that have not been paid one month after the due date on the tax invoice. The late fee is a monthly charge and will be incurred for each month that the tax invoice remains outstanding.
- 3.4 FOR REGULAR HIRERS: Monthly accounts will be sent out 30 days prior to the booking month and are required to be settled on the last (30th/31st) day of the previous month.
- 3.5 FOR CASUAL HIRERS: Full payment of the booking will be due 10 business days (two weeks) prior to the first booking date.
- 3.6 Payments can be made in person, via telephone or by mail. Please refer to the tax invoice for all available payment methods.
- 3.7 For high risk events, a 20% non refundable deposit must be paid upon receiving confirmation of the booking from the City of Stirling.
- 3.8 Under no circumstances will access to a facility be granted if payment has not been received prior to the first booking date.

### 4. BOND PAYMENTS

- 4.1 A bond as per the fee schedule will be applicable to all bookings (Casual or Regular bookings).
- 4.2 FOR CASUAL HIRERS: when the keys are collected by the hirer for their booking, they must also provide in person a credit card or debit card (MasterCard or Visa) for a Booking Officer to pre-authorise the bond. The bond will be held by the City until the keys are returned, and an inspection of the facility has been completed.
- 4.3 FOR REGULAR HIRERS: a bond can be taken either over the telephone or in person. The bond will remain on the account for twelve (12) months then returned to the payee or returned if the keys are returned prior to the twelve (12) month date at the discretion of the City.
- 4.4 Bonds cannot be pre-authorised over the telephone, it must be done in person upon key collection. Bonds can be paid in full by cash or cheque rather than pre-authorised by credit card, however, it will take up to 15 – 20 business days (three – four weeks) business days to refund by cheque and be posted to the hirer, it cannot be refunded to cash.

### 5. BOND REFUNDS & FORFEITURES

- 5.1 Bond Refunds can only be refunded to the payee of the bond. Full bond refunds will only be processed if all Terms and Conditions of Hire have been adhered to. The bond is held against the following:
  - 5.1.1 Damage(s) and additional cleaning to the building or equipment.
  - 5.1.2 Loss of keys
  - 5.1.3 Additional access to the facility other than the allocated time.
  - 5.1.4 Security call out(s).
  - 5.1.5 Any breach(es) of terms and conditions of hire.
- 5.2 The Hirer will be liable for all costs in excess of the bond deposited.
- 5.3 The bond will be forfeited in the event of any substantiated community complaints being received, in the respect of anti-social behaviour/activity attributed to patrons of the function conducted at the premises.

Telephone:(08) 9205 8555 | Enquiries: [www.stirling.wa.gov.au/enquiries](http://www.stirling.wa.gov.au/enquiries) | Web: [www.stirling.wa.gov.au](http://www.stirling.wa.gov.au)

This information is available in alternative formats on request. Please contact the Customer Contact Centre on (08) 9205 8555.

- 5.4 Additional conditions may apply to a booking and listed on a separate document; the Hirer must adhere to all terms and conditions applied to their booking.
- 5.5 The bond will be forfeited entirely in the event of a false fire alarm and the Hirer will be held liable for all additional costs associated with the false alarm including but not limited to the Fire Emergency Services Authority of WA attending a false alarm.
- 5.6 For cheque bond refunds, it will be posted 15 – 20 business days (three – four weeks) after a successful facility inspection and the return of the keys.

## 6. HIRER RESPONSIBILITIES

- 6.1 An Occasional Liquor Licence is required if alcohol will be sold or if alcohol will be provided under a door/cover/ ticket charge. Liquor Licences are the sole responsibility of the Hirer and must be approved no later than 10 business days (two weeks) before the function takes place. For further information, please visit [www.rgl.wa.gov.au](http://www.rgl.wa.gov.au). It is the hirer's responsibility to register the booking(s)/event(s) with the local Police station if it is medium/large scale or high/major risk function or if it is licenced.
- 6.2 The hirer for any public liability in respect to their activity as well as the insurance of their equipment or supplies, which are stored or left at a City facility. The City of Stirling's public liability will only cover injury, loss or damage as a result of any proven neglect or default of the City. The City of Stirling will not accept liability to any damage, theft or loss of items belonging to or the responsibility of the Hirer.
- 6.3 The Hirer is responsible for the behaviour of all the persons attending the booking(s). All patrons of the facility must show respect and common courtesy to other hirers within the facility or persons in the nearby premises. This also applies to City of Stirling staff and disciplinary action will be taken against the booking(s) in the event of bullying, abuse or antisocial behaviour.
- 6.4 Hirers must report any injury, accident or incident to a City of Stirling staff member immediately or as soon as they are able.
- 6.5 Vehicles must only use the parking bays provided. No parking on grassed areas is permitted.
- 6.6 It is the hirer's responsibility to request additional waste services. Some Green 240L wheelie bins and bulk bins are provided, but if additional bins are required, they are available for hire at a cost through City of Stirling Waste Services.
- 6.7 It is the hirer's responsibility to report any damage that has occurred, whether accidentally or maliciously, to any aspect of the facility/area immediately to the City of Stirling Security Service on 1300 365 356 and subsequently in writing to the City of Stirling.
- 6.8 In the event of an emergency evacuation, the hirer/event organiser must account for all the guests/patrons and report to the Emergency Responding Officer.
- 6.9 The hirer is responsible for organising additional approvals as necessary, such Health and Compliance approval for all structures or to sell/provide food.
- 6.10 Individual bookings do not extend outside the boundaries of their hired area. These facilities are open to community use and there may be other adjacent or simultaneous bookings in other spaces that may impact the hirer's booking.
- 6.11 Any persons or organisation dealing with children must have a valid Working With Children Card. Failure to do so will result in the cancellation of your booking.
- 6.12 For children (minors, under the age of 18) functions (i.e. birthday parties, activities etc.) there must be one (1) adult present for every ten (10) children and must be present for the entirety of the function/booking/event.
- 6.13 The hirer is responsible in ensuring that all deliveries/removals to the facility are to be conducted in the in the agreed hired time.
- 6.14 The hirer is responsible for supplying their own first-aid equipment as no first-aid equipment is provided at the facility. The hirer is responsible for the First Aid of all the persons attending the booking(s)/event(s).
- 6.15 It is the hirer's responsibility to ensure that the building is secured prior to leaving the premises. The hirer may be held accountable for any insurance claim or security check fee if found to have been negligent.
- 6.16 All Stirling Leisure Centres Aquatic Facilities are 'Watch Around Water' facilities and adhering to the following policies are compulsory:
  - 6.16.1 Children under five (5) years must be accompanied in the water by an adult at all times.
  - 6.16.2 Children under ten (10) years must be supervised by an adult at all times.
  - 6.16.3 Group bookings are required to have a minimum of one (1) adult supervisor for every ten (10) children.
- 6.17 The Hirer will ensure that all coaches and instructional staff possess the appropriate approved industry standard or equivalent qualifications.

## 7. END OF FUNCTION/BOOKING AND CLEANING REQUIREMENTS

- 7.1 The hirer must supply all cleaning equipment and material (unless otherwise stated). The hired facility must be complete cleaned and vacated by authorised booking end time (for evening functions on Fridays and Saturdays, must be vacated by 1am) for all evening functions/bookings/events. At the conclusion of the booking the hirer must:
  - 7.1.1 Leave the entire building in a clean and tidy condition.
  - 7.1.2 Mop and sweep all floors in the hired space(s) including kitchen and toilets as well as vacuum all carpeted area. The floors must not to be left dirty and sticky. All areas, including the Kitchen and toilets are to be left clean and free of any rubbish or foreign objects or substances such as bottles, glasses, cans etc.
  - 7.1.3 Wipe and stack the tables & chairs (stacks of 10) and return them to the designated storage areas.
  - 7.1.4 Ensure that all windows and doors are closed and LOCKED.
  - 7.1.5 Turn off all electronic equipment, lights, heaters and air conditioning.
  - 7.1.6 Remove all decorations (including materials used to support, hang, or affix the decorations) and additional personal or hired equipment from the facility.
  - 7.1.7 All kitchen appliances must be cleaned and switched off correctly; this includes the oven and gas stove.
  - 7.1.8 The kitchen must be cleaned thoroughly. The kitchen must be left clean and free of all grease, fat, food scraps and liquids as well as ensuring all unused food and has been removed.

- 7.2 The Hirer must remove all rubbish from their function/booking/event and place them in the bins provided at the facility. The hirer must remove all excess rubbish, it is not permissible for rubbish to be left next to the facility or rubbish bins or outside or left on the beach or reserve or facility.
- 7.3 At the conclusion of the booking(s)/event(s) on the next available business day, a facility inspection(s) will be conducted to assess the condition of the facility/area and note any damages. The results of the facility inspection(s) may affect the return of the bond.

## **8. KEYS AND SECURITY**

- 8.1 Keys are to be collected between 9am – 2:30pm, Monday – Friday, from the nearest City's Facility Hire Hub the business day before the first booking. At the conclusion of the booking, keys are to be returned the same City's Facility Hire Hub the next available business day.
- 8.2 Regular hirers will hold their key(s) for the duration of their booking, and it is their responsibility to maintain the security of their key(s).
- 8.3 An additional fee will be charged for the replacement of any lost keys and a security call out fee will be charged if security is called to lock/unlock or to arm/disarm the facility.