

# Terms and Conditions of Hire

## Applications/Bookings

### Bookings

Applicants must be at least 18 years old. All information provided must be accurate, and submission of the form does not guarantee approval.

### Payment

All reserved times and rooms must be paid for. By paying and using the venue, the hirer agrees to all Terms and Conditions of Hire in this document and any additional conditions set by the City.

### Access and Usage

Access to the venue, rooms, areas, beaches, or reserves is limited to the dates and times in the Hire Agreement. Hirers must start and finish on time and cannot access outside specified hours. Set up (bump in) and pack away (bump out/clean up) time must be included on the application and in the booking time. Booking confirmation does not grant exclusive use of the beach/reserve unless it's for approved licensed/ticketed events.

### Booking Changes

Any changes to the booking, including time extensions or reductions, date changes, and venue changes, must be submitted in writing to [bookings@stirling.wa.gov.au](mailto:bookings@stirling.wa.gov.au)

### Cancellations

The City of Stirling reserves the right to provide thirty days' written notice to amend or cancel a booking for municipal operations. However, in the case of unforeseen circumstances where advance notice is not possible, the City may need to cancel or modify bookings with shorter notice.

### Health and Safety

The City reserves the right to decline, suspend, or cancel any booking for health and safety reasons or if the booking poses a risk to the City or the community. Bookings will be rescheduled where possible. The City's Security Officers and Rangers may close any function/event at any

time due to breaches of the Terms and Conditions of Hire.

### Venue Condition

The City will make every effort to provide a clean and tidy venue and ensure all utilities, services, and equipment are in proper working order. However, it will not accept responsibility for breakdowns beyond its control.

### Disputes and Feedback

Any disputes, feedback, or complaints must be submitted via email: [bookings@stirling.wa.gov.au](mailto:bookings@stirling.wa.gov.au).

### Lane Hire

Hirers must maintain a minimum of five (5) swimmers per lane to sustain their booking. The City reserves the right to reallocate lanes if this requirement is not met. The City will refund or credit the hirer for any fees paid.

### Staffed Centres

Hirers are required to check in at reception before their booking begins. In the event of an emergency, on-site staff must be notified immediately and will assume responsibility for managing the situation. All instructions provided by staff must be adhered to.

### Signage and Equipment Storage

Any signage, advertising, or storage of equipment must be approved by the Facility Hire Team. The City takes no responsibility for any equipment stored on the premises.

### Restrictions

#### Smoke-Free Policy

All City of Stirling facilities are strictly "Smoke Free." Smoking and vaping are prohibited inside the venue and within 10 metres of any entry or exit doors. No open flames, such as candles, are allowed inside the venue.

#### Live Bands and Musical Equipment

Live bands are strictly prohibited. This restriction also includes musical

equipment like drums, trumpets, electric guitars, etc.

### Smoke Machines

Smoke machines are strictly prohibited. It is the hirer's responsibility to inform the DJ or event operator that smoke machines, or similar devices are not allowed. If a smoke machine or similar is used, the entire bond will be forfeited to the City of Stirling. The City and the Fire Emergency Services Authority of WA reserve the right to take legal action against any hirer who uses a smoke machine or similar device.

### Kitchen Facilities and Food Preparation

To comply with health regulations and food safety standards, kitchen facilities in the venues are of domestic grade and can only be used for reheating purposes. Any food preparation must occur in one of the City's commercial grade kitchens located at Stirling Leisure – Mirrabooka, North Beach (South) and Tuart Hill. Food preparation cannot take place in any room outside of a commercial kitchen. No cutlery, crockery, food, or drink is supplied. Kegs of any type must be stored and used only in the venue's kitchen.

### Use of Appliances

Hirers are only allowed to use the appliances provided in the venue. Portable appliances, such as portable cookers, are not permitted. No equipment belonging to the City of Stirling or other user groups/businesses is to be moved or removed from the site.

### Noise and Event Guidelines

Noise levels must comply with The Environmental Protection (Noise) Regulations 1997 and must be kept at a reasonable level. To minimise noise impact on neighbouring properties, all external doors should remain closed during the booking. For further advice, contact the City of Stirling Environmental Service at (08) 9205 8555.

## Event Conclusion

All functions/bookings must conclude by 12.00 midnight. All music must be turned off at midnight, and guests should leave promptly. The hirer has until 1.00am to fully clean and vacate the premises.

## Alcohol Consumption

It is illegal in Western Australia for people of any age to drink alcohol in public places such as streets, parks, or beaches (excluding licensed areas). For more information, visit the WA Police website.

## Helium Balloons and Confetti

Throwing rice, confetti, or similar materials is not permitted on any beach, reserve, or venue. Helium balloons must not be released on parks, reserves, or beaches and should be anchored down in City facilities. Fresh flower petals are acceptable.

## Commercial Use

City of Stirling community facilities, including beaches and reserves, cannot be used for commercial retail purposes unless otherwise approved.

## Charges and Payment of Accounts

### Fees and Charges

Charges for hire and bonds follow the current Fees and Charges Schedule endorsed by the Council. The Fees and Charges Schedule provides both a community and commercial rate of hire for all venue hire bookings.

### Community Rate

The community rate is for groups or individuals using City spaces for non-commercial purposes, like hosting free events or recreational activities.

### Commercial Rate

The commercial rate applies to bookings where the venue is hired to make a profit by an individual or organisation.

### Cancellation Notice for Hirers

All hirers must email [bookings@stirling.wa.gov.au](mailto:bookings@stirling.wa.gov.au) to cancel bookings/events.

**Casual Hirers:** For casual or one-off bookings/events, if notice is given less than five business days before the event, the hirer will be responsible for the full cost of the booking/event, minus the bond/security deposit.

### Cancellation Fee

A cancellation fee of \$50 applies to all approved casual/'one-off' bookings/events cancelled by the hirer with five or more business days' notice. If the hire fees have been paid, all money in excess of the cancellation fee will be refunded. No cancellations are allowed after the booking date has passed.

**Regular Hirers:** Written notice is required at least five business days prior to terminating regular bookings or activities. If less than one week's notice is provided, the hirer will be responsible for the cost of the bookings or events for up to one week from the notice date.

### Monthly Accounts for Regular Hirers

For regular hirers, monthly accounts will be sent out 30 days before the booking month and must be paid as per the invoice one month in advance of the booking.

### Late Fee

A late fee of \$50 will apply to all tax invoices that have not been paid one month after the due date on the tax invoice. This late fee is a monthly charge and will be incurred for each month that the tax invoice remains outstanding.

### Payment for Casual Hirers

For casual hirers, full payment of the booking is due 10 business days (two weeks) prior to the first booking date.

### Payment Methods

Payments can be made in person, via internet banking or via telephone. Please refer to the tax invoice for all available payment methods.

### High-Risk Events Deposit

For high-risk events, a 20% non-refundable deposit must be paid

upon receiving confirmation of the booking from the City of Stirling.

### Access to Facilities

Access to a venue will not be granted if payment has not been received prior to the first booking date.

## Bond Payments

### Bond Payments

A bond is required for all bookings, whether casual or regular.

**For Casual Hirers:** When collecting keys for the booking, the hirer must provide a credit or debit card (MasterCard or Visa) in person for a Facility Hire 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.

**For Regular Hirers:** Bonds can be paid as per the invoice. The bond will remain on the account for twelve months and then returned to the payee, or if the keys are returned prior to the twelve-month date, at the discretion of the City.

### Bond Refunds and Forfeitures

Bond refunds will only be issued to the original payee and cannot be provided in cash. Full refunds will only be processed if all Terms and Conditions of Hire have been adhered to. The bond covers:

- Any breaches of the Terms and Conditions of Hire
- Damage to building or equipment
- Additional cleaning
- Additional access to the facility outside the allocated time
- Any false or misleading information is given regarding the nature of the booking
- Security callouts
- Loss of keys.

### Liability for Exceeding Costs:

The hirer will be liable for all costs exceeding the bond amount deposited.

**Community Complaints:** The bond will be forfeited in the event of any substantiated community complaints regarding antisocial behaviour or

activities attributed to patrons of the function held at the premises.

**False Fire Alarms:** 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.

**Adherence to Additional Conditions:** Additional conditions may apply to a booking and will be listed on a separate document. The hirer must adhere to all terms and conditions associated with their booking.

## Hirers Responsibilities

### Liquor Licenses

An Occasional Liquor Licence is required if alcohol will be sold or provided under a door/cover/ticket charge. It's the hirer's responsibility to obtain this licence, which must be approved at least 10 business days (two weeks) before the event. For more information, visit [www.rgl.wa.gov.au](http://www.rgl.wa.gov.au). Additionally, the hirer must register medium/large scale or high/major risk events, or licensed events, with the local Police station.

### Public Liability and Insurance

The hirer is responsible for public liability related to their activities, as well as insurance for their equipment or supplies stored at a City facility. The City of Stirling's public liability will only cover injury, loss, or damage due to proven neglect or default by the City. The City will not accept liability for any damage, theft, or loss of items belonging to or under the hirer's responsibility.

### Attendee Behaviour

The hirer is responsible for the conduct of all attendees. All patrons are required to treat other hirers, occupants of nearby residents, and City of Stirling staff with respect and courtesy. Bookings associated with bullying, abusive, or antisocial behaviour may result in disciplinary action.

## Reporting Injuries and Incidents

Any injury, accident, or incident must be reported to a City of Stirling staff member immediately or as soon as possible.

## Parking Regulations

Vehicles must be parked in designated parking bays; parking on grassed areas is not allowed.

## Waste Services

The hirer is responsible for requesting additional waste services. While some Green 240L wheelie bins are provided, additional bins can be hired at a cost through City of Stirling Waste Services via: [www.stirling.wa.gov.au/city-and-council/contact-us](http://www.stirling.wa.gov.au/city-and-council/contact-us).

## Reporting Damage

Any damage, whether accidental or malicious, must be reported to the City of Stirling Security Service immediately by calling 1300 365 356 and then followed up in writing.

## Emergency Evacuation

In the event of an emergency evacuation, the hirer or event organiser must account for all guests and report to the Emergency Responding Officer.

## Approvals and Compliance

The hirer is responsible for obtaining necessary approvals, such as Health and Compliance approval for structures or to sell/provide food.

## Working With Children

Anyone dealing with children must have a valid Working With Children Card. Failure to provide this will result in the cancellation of the booking.

## Children's Functions

For children's functions (e.g., birthday parties, activities), one adult must be present for every ten children and must remain for the entire duration of the function.

## Deliveries and Removals

The hirer is responsible for ensuring that all deliveries and removals to the facility are conducted within the agreed hired time.

## First Aid Provision

The hirer must supply their own first-aid equipment, as none is provided at the facility, and is responsible for the first aid of all attendees.

## Building Security

Keep outside doors and windows closed where possible and ensure they are locked at the conclusion of your function. Negligence may result in the hirer being held accountable for any insurance claim or security check fee.

## Watch Around Water

### Children 4 years and under:

- Must be accompanied into the centre by a responsible adult over 16 years old.
- Must wear a watch around water wristband to help staff identify their age while swimming.
- Must be accompanied in the water by a full fee-paying adult.

### Children 12 years and under:

- Must be always accompanied by a supervising adult (16 years or older).

## End of Function/Booking and Cleaning Requirements

### Cleaning Equipment

The hirer must provide all cleaning equipment and materials unless otherwise stated. The hired facility must be completely cleaned and vacated by the authorised booking end time (1.00am for evening functions on Fridays and Saturdays).

### Floor Cleaning

Mop and sweep all floors in the hired spaces, including the kitchen and toilets, and vacuum all carpeted areas. Floors must not be left dirty or sticky. All areas, including the kitchen and toilets, must be left clean and free of rubbish or foreign objects such as bottles, glasses, and cans.

### Tables and Chairs

Wipe and stack tables and chairs (in stacks of 10) and return them to the designated storage areas.

**Windows and Doors**

Ensure all windows and doors are closed and locked.

**Electronic Equipment**

Turn off all electronic equipment, lights, heaters, and air conditioning.

**Decorations and Equipment**

Remove all decorations (including materials used to support, hang, or affix them) and any personal or hired equipment from the facility.

**Kitchen Cleaning**

Thoroughly clean the kitchen including the fridge and microwave, ensuring it is free of grease, fat, food scraps, and liquids. All unused food must be removed. Switch off all kitchen appliances correctly, including oven and gas stove.

**Rubbish Removal and Facility Inspection**

The hirer is responsible for removing all rubbish from their function/ booking/event and placing it in the bins provided at the facility. Any excess rubbish must also be removed. It is not permissible to leave rubbish next to the facility, rubbish bins, outside, or on the beach or reserve.

**Facility Inspection and Bond Assessment**

At the conclusion of the booking/ event, a facility inspection will be conducted on the next available business day to assess the condition of the facility/area and note any damages. The results of this inspection may affect the return of the bond.

**Keys and Security****Key Collection and Return**

Keys are to be collected from the Facility Hire Hub mentioned in the booking confirmation email between 9.30am and 2.30pm, Monday to Friday, on the business day prior to your first booking. After the booking concludes, keys must be returned to the same Facility Hire Hub on the next available business day.

**Key Responsibility for Regular Hirers**

Regular hirers will hold their keys for the duration of their booking and are responsible for maintaining the security of their keys.

**Key Replacement Fee**

An additional fee will be charged for the replacement of any misplaced or lost keys.

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