

Recreation Facilities

Terms and Conditions of Hire

This document outlines the Terms and Conditions of Hire for facility hire of Stirling Community Centres (SCC) – Innaloo, Jim Satchell – Dianella, Karrinyup, Mirrabooka, North Beach (Charles Riley), Scarborough, Tuart Hill, Yokine and Stirling Leisure Centres – Karrinyup (Sports Centre).

The Terms and Conditions of Hire must be read and understood prior to hiring a facility.

1. Applications / Bookings

- 1.1. All applicants must be aged 18 years or over and all applications must be made in writing on the official application form. All information on the application form must be true and correct.
- 1.2. Submission of an official application form does not guarantee that the booking will be approved.
- 1.3. Upon payment of the booking(s) and usage of the facility, the hirer has agreed to all Terms and Conditions of Hire listed on the Hire Agreement and this document.
- 1.4. The facility room(s)/area(s)/space(s) as specified on the Hire Agreement can only be accessed within the dates and times detailed on the Hire Agreement. Set up (bump in) and pack away (bump out/clean up) time must be included in the booking.
- 1.5. All Hire Agreements must be signed by the applicant and submitted to the Stirling Community Centres office at least 15 business days before the first booking takes place.
- 1.6. Any changes including time extensions or reductions, date changes and facility changes to the booking must be submitted in writing.
- 1.7. The City of Stirling reserves the right to give thirty (30) days' written notice to the hirer regarding any changes or cancellation of any booking for council business or due to unforeseen circumstances.
- 1.8. The City of Stirling reserves the right to immediately decline any application 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.
- 1.9. For any High – Major Risk Functions, additional conditions apply and listed on a separate document; the Hirer must adhere to all terms and conditions listed on both documents.
- 1.10. COVID-19: If Stirling Leisure and Community Centres are forced to close due to COVID-19 restrictions imposed by the Government of Western Australia, all bookings, functions and events will be cancelled with immediate effect. The City will notify each hirer confirming the shutdown. All booking hire fees affected by this shutdown will be refunded in full.

2. Charges

- 2.1. All times and rooms booked will be paid for. Under no circumstances will access to the facility be granted if payment has not received prior to the booking date.

- 2.2. 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. The Fees and Charges Schedule provides both a standard and community rate of hire for all facility hire bookings.
- 2.3. The standard rate of hire will be applied to all bookings unless the hirer can supply the City with a Certificate of Incorporation or signed Statutory Declaration stating 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.
- 2.4. Under the *Western Australian Oaths, Affidavits and Statutory Declarations Act 2005*, a Statutory Declaration is a legal document; intentionally providing a false statement can result in being charged with an offence. If it is found by the City of Stirling that a false declaration has been made, the City can choose to take legal action.
- 2.5. Statutory Declarations must be completed correctly and signed by an authorised witness. Statutory Declarations are only valid for each financial year 1 July to 30 June (12 months) and must be submitted each financial year. Statutory Declarations will not be accepted after bookings have occurred.
- 2.6. A rental amendment fee of \$25.00 is applicable to all amendments (changes, cancellations, etc.) to a booking (s) where there is less than five (5) business days' notice to the first amended booking.
- 2.7. 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.
- 2.8. **Casual Users:**
 - 2.8.1. Cancellation of casual/ 'one off' bookings/events with less than five (5) business days' notice will be liable for the full cost of the booking/event, less the bond/security deposit.
 - 2.8.2. The hirer may make application for a transfer to another date without forfeit the initial payment or incurring the cancellation fee depending on circumstances and the availability of the facility.
- 2.9. **Regular Users:**
 - 2.9.1. Notice of termination of regular booking(s) is required in writing, 30 days prior to termination date.
 - 2.9.2. For one-off cancellations, five (5) business days' (one week) written notice is required. Cancellations with less than five (5) business days' (one week) notice will still be charged the full rental fee. No cancellations will be made after the booking has passed.

3. PAYMENT OF ACCOUNTS

- 3.1. **Regular Users:** Monthly accounts will be sent out six (6) weeks prior to the booking month and are required to be settled on the first (1st) day of the previous month (four (4) weeks prior to the booking month). A late fee will be charged if the payment is not received by the due date.

- 3.2. **Casual Users:** The full payment of the balance of the booking is due 10 business days (two weeks) prior to the first booking date.
- 3.3. Methods of payment are Cash, Cheque, EFTPOS and Credit Card (MasterCard & Visa). Cheques should be made payable to the City of Stirling and marked "Not Negotiable".
- 3.4. Payments can be made in person or by mail at the City of Stirling Main Administration Building, 25 Cedric Street, Stirling WA 6021. Payment can also be made over the phone with a valid MasterCard or Visa Card.

4. BONDS

- 4.1. A bond as per the fee schedule will be applicable to all bookings (Casual and Regular bookings).
- 4.2. **Casual Bookings**, when the hirer comes to collect the keys for their booking, they must also provide in person a credit 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. Pre-authorised bonds cannot be taken over the telephone, it must be done in person before the booking takes place. Casual bonds can be paid in full by cash or cheque rather than preauthorised by credit card, however, bonds paid via cash or cheque will take up to 20 business days to refund by cheque and to be posted to the hirer.
- 4.4. **Regular Bookings**, a bond can be taken either over the telephone or in person. The bond will remain on the account until the bookings conclude or returned prior to the booking's conclusion at the discretion of the City of Stirling.
- 4.5. A bond may be partially or fully forfeited should the following occur:
 - 4.5.1. Any breach(es) of Terms and Conditions of hire listed on this document or any additional conditions added to the booking(s)
 - 4.5.2. Damage to the building or equipment.
 - 4.5.3. Loss of keys
 - 4.5.4. Unauthorised access to the facility other than the allocated time
 - 4.5.5. Not arming the Security System on completion of the booking
 - 4.5.6. Endangering City of Stirling facilities or the public.
 - 4.5.7. Any substantiated community complaints being received, in the respect of anti-social behaviour/activity attributed to patrons of the booking conducted at the facility
 - 4.5.8. A false fire alarm and the Hirer will be held liable for the costs of the Fire Emergency Services Authority of WA attending a false alarm
- 4.6. The Hirer will be liable for all costs in excess of the bond deposited. Including an additional security call out fees, additional cleaning costs, any type of property damage and/or equipment/appliance damage.
- 4.7. Bond refunds will only be processed if the keys have been returned and all Terms and Conditions of Hire have been adhered to.
- 4.8. The bond can only be refunded to the person whose name the receipt was made out to.

- 4.9. For Regular Hirers, bond refunds will be made via cheque and will be posted 15 – 20 business days (three – four weeks) after a successful facility inspection and the return of the keys.

5. RESTRICTIONS

- 5.1. 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).
- 5.2. LIVE BANDS ARE STRICTLY PROHIBITED. This includes the use of noisy musical equipment such as drums, trumpets, electric guitars etc.
- 5.3. SMOKE MACHINES ARE STRICTLY PROHIBITED. It is the hirer’s responsibility to inform the DJ/event operator. The entire bond will be automatically forfeited should it be found that a smoke machine or similar have 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.
- 5.4. A hirer can only use the appliances provided in the facility; hirers cannot bring any type of portable appliances into the facility (i.e., portable cookers).
- 5.5. Kegs of any type must not be placed in the halls/rooms. They must be stored in the kitchen.
- 5.6. Confetti or similar materials are not permitted either inside or outside the building and helium balloons are permitted provided they are anchored. However, hirers of reserves and facilities cannot release helium balloons at events hosted by or approved by the City of Stirling.
- 5.7. Vehicles must only use the parking bays provided. No parking on grassed areas is permitted.
- 5.8. Noise levels must comply with The Environmental Protection (Noise) Regulations 1997 and must be kept at a reasonable level. Further advice may be obtained from the City of Stirling Environmental Service contact 9205 8555.
- 5.9. All functions/bookings must cease at 12:00am (midnight). All music must be turned off at midnight with guest asked to leave promptly. The Hirer has until 1:00am to fully clean and vacates the premises.

6. CITY OF STIRLING RESPONSIBILITIES

- 6.1. The City of Stirling will 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.
- 6.2. The City of Stirling will make every effort to provide the Hirer with a clean and tidy facility.
- 6.3. The City of Stirling will not accept liability to any damage, theft or loss of items belonging to or the responsibility of the Hirer.
- 6.4. The City of Stirling Security and Rangers reserves the right to close the function at any time due to breach of Terms and Conditions, e.g., if function exceeds capacity limit, has underage drinking or any inappropriate behaviour issues.

7. HIRER RESPONSIBILITIES

- 7.1. 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.
- 7.2. The hirer is responsible for organising their own Public Liability Insurance, Personal Accident Insurance, Loss Insurance and other relevant insurance policies to cover their bookings and equipment. Upon request by the Facility Manager, the hirer must produce a Certificate of Currency to demonstrate that they have adequate public liability cover. The City of Stirling's public liability will only cover injury, loss or damage because of any proven neglect or default of the City.
- 7.3. The Hirer is responsible for providing either a Certificate of Incorporation or signed Statutory Declaration to receive community rate of hire (refer to 2.3 regarding eligibility).
- 7.4. The Hirer is responsible for organising their own OneMusic (previously known as APRA) licence if amplified music is to be used.
- 7.5. Hirers must show respect and common courtesy to other user groups within the facility or persons in the nearby premises and is responsible for the behaviour of all the persons attending the booking(s). 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.
- 7.6. The Hirer is for starting and finishing their booking(s) on time and cannot access the facility outside the times on the Hire Agreement. Under no circumstances is the hirer allowed to access/utilise other rooms in the facility that have not been specified on the Hire Agreement.
- 7.7. Facility hire jurisdiction does not extend outside the boundaries of the hired area. It is the hirer's responsibility to enquire as to other bookings in the facility or on the reserve, where applicable, in the instance that adjacent/ simultaneous bookings may impact the hirer's booking.
- 7.8. The Hirer is responsible for arming and locking up the facility at the conclusion of their booking(s).
- 7.9. Any persons or organization dealing with children must have a Working with Children Card. Failure to do so will result in the cancellation of your booking.
- 7.10. In the event of an emergency evacuation, the Hirer must account for all his/her guests and report to the Emergency Responding Officer.
- 7.11. 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.
- 7.12. For children (minors, under the age of 18) functions/bookings/events there can be no alcohol onsite at any time.
- 7.13. The Hirer is responsible for supplying their own first-aid equipment as no first-aid equipment is provided at the venue.
- 7.14. The Hirer is responsible for providing their own decorations, cutlery, crockery, food and beverages. All deliveries/removals to the facility must be conducted in the in the agreed hired time.

- 7.15. The Hirer is responsible for providing their own internet access as there is no internet access located at unmanned facilities.

8. CLEANING

- 8.1. The hirer must supply all cleaning equipment and material. At the conclusion of the booking the hirer shall:
- 8.1.1. Leave the entire building in a clean and tidy condition.
 - 8.1.2. Vacuum all carpeted areas as well as mop and sweep all floors in function room including kitchen and toilet.
 - 8.1.3. 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.
 - 8.1.4. Wipe and stack the tables & chairs (stacks of 10) and return them to the designated storage areas.
 - 8.1.5. Remove all unused food and drinks from the premises.
 - 8.1.6. Ensure that all windows and doors are closed and LOCKED.
 - 8.1.7. Turn off all lights, heaters and air conditioning
 - 8.1.8. Remove all decorations (including materials used to support, hang, or affix the decorations) from the building.
 - 8.1.9. The stove and tiled back splash **MUST** be left clean and free of all grease, fat, food scraps and liquids.
- 8.2. The Hirer must remove all excess rubbish. It is not permissible for rubbish to be left next to rubbish bins or outside the facility. This is deemed as illegal dumping and the hirer will be charged for the removal of the rubbish.
- 8.3. The hirer must report all damage that has occurred either accidentally or maliciously to any part of the building used.
- 8.4. No equipment of any description belonging either to facility or any other person, group or business is to be dragged, rolled or otherwise removed across the floor areas. All equipment is to be carried or shifted with a trolley.

9. KEYS AND SECURITY

- 9.1. Keys are to be collected between 8.30am – 4:30pm, Monday – Friday, at the City of Stirling Main Administration Building, 25 Cedric Street, Stirling WA 6021, on the last business day before the first booking.
- 9.2. Keys are to be returned as per above, the business day after the last booking.
- 9.3. Regular users will hold their key(s) for the duration of their bookings, and it is their responsibility to maintain security of their key(s).
- 9.4. An additional bond 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 room.

- 9.5. 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.

10. DISPUTES

- 10.1. Any disputes must be made in writing and marked to the attention of Recreation and Leisure Services, Recreation Facilities:

City of Stirling Main Administration Building 25 Cedric Street, STIRLING WA 6021
RecreationCentres@stirling.wa.gov.au

- 10.2. Any feedback or complaints regarding the booking must be verbally indicated to the Stirling Community Centres office either by phoning the office on (08) 9205 8489 or upon return of the keys and followed up in writing no more than five (5) business days after the booking