

Definitions:

Commercial Hire

- a) Any department, agency, or instrumentality of the State or the Commonwealth or any statutory body,
- b) Any company or body corporate other than an association incorporated under the Associations Incorporation Act 1987; or
- c) Any individual intending to use the hired facility for profit or gain.

Community Hire

Any person or Body other than a commercial hirer.

Regular hire is deemed as users who books twelve (12) or more bookings within a twelve (12) month period and must hold Public Liability insurance.

Casual hire is deemed as any group or individual who books eleven (11) or less bookings in a twelve (12) month period and doesn't hold Public Liability Insurance.

High Risk Bookings are deemed any booking where alcohol will be sold and consumed to more than 100 guests and are charged at the Function rate.

Basis of hire and use

- 1.1 The hirer may only use the venue for the purposes shown on the completed application for hire form. Only the specific room(s) booked may be used and only for the day(s) and time(s) confirmed. Any time required for setting up the venue or for cleaning up at the end of your event must be included in the period booked. The venue must be vacated by the time stated in the confirmation letter.
- 1.2 An application form must be completed and returned to the City of Rockingham for a booking to be confirmed.
- 1.3 An application form must be received no later than five business days before the proposed hire date. Any application received with less than five business days notice will not be considered.
- 1.4 The hirer or the hirer's representative is responsible for communicating all conditions of hire and directives from the City of Rockingham to all other individuals associated with the booking.
- 1.5 Bookings are for a minimum of one hour and half-hour blocks thereafter. If the agreed booking time is exceeded, additional hire fees payable will be deducted from the bond.
- 1.6 Additional conditions may be imposed for some types of facility hire at the discretion of the City of Rockingham. These may include the requirement to obtain permits, licences or approvals relevant to the facility hire.
- 1.7 If a room is left set up overnight or across multiple days for a hirer, the hire fee will be applicable for all times the room is not available to be hired out to other users. The hirer is accountable for the room until the room is made available to be hired by another user.
- 1.8 The stated maximum capacity of the hired facility must not be exceeded at any time.

- 1.9 All community centres and halls have a closing time of midnight (12am) except for New Year's Eve where an extended time is permitted until 1am.
- 1.10 Applicants must be 18 years or older and able to produce a valid WA driver's licence, passport or proof of age card if requested.
- 1.11 The City's facilities are not available to hire for 16th – 21st birthday parties.

2. Payment of bond and hire fees (including GST)

- 2.1 Regular bookings will not be confirmed until the cleaning and maintenance bond has been paid in full.
- 2.2 Regular hirers will be invoiced at the end of each month's hire. Payment is due within 14 days from the date of the invoice.
- 2.3 Regular hirers who do not pay their accounts within the 14 days from the date of the invoice may have future bookings cancelled and the City may commence action to recover any amounts due.
- 2.4 Casual hire fees and bonds must be paid in full no later than 14 days prior to the booking date to confirm the booking. Should an application be received within the 14-day period, but before 5 business days from the booking date, full payment of the Hire Fees and Bond is required at the time of application.
- 2.5 Access to the venue for casual hirers will not be permitted unless all fees are paid in full, and all booking conditions are met.

3. Refund of bond

- 3.1 A bond will be refunded by electronic funds transfer, within two (2) weeks from the last date of the facility hire, dependant on the return of a completed 'Return of Bond' application form. The refund is also subject to the condition that the City does not incur additional costs as a result of your hire period.
- 3.2 The following fees and charges may be deducted from the bond:
 - Additional facility hire time
 - Repairs to the hired facility/equipment/surrounds
 - Additional cleaning/decoration removal
 - Additional call out
 - Re-keying of the facility
 - Security call-out fees.
 - Breach of the Conditions of Hire, Terms & Conditions.
 - Any false or misleading information is given regarding the nature of the booking
- 3.3 The bond will only be refunded to the individual / company that made the original bond payment, otherwise written confirmation will be required from the original payee.

4. Schedule of Fees and Charges

- 4.1 Facility hire fees and bonds are set annually in June and come into effect on 1 July, subject to endorsement by Council. Any hire fee increase will apply to bookings already confirmed that remain unpaid.

5. Cancellation of bookings

- 5.1 Cancellation of a booking must be made in writing to the City of Rockingham.
- 5.2 Regular hirers will be required to pay 100% of the hire charges for any bookings cancelled within five (5) business days of the booking. These charges will be included in the monthly invoice.
- 5.3 Casual hirers will be required to pay 50% of the hire charges for any bookings cancelled within five (5) business days of the booking.
- 5.4 The City may need to cancel or reschedule a booking to allow alternative use of the facility or to undertake scheduled/emergency maintenance on that facility. In this instance, every effort will be made to ensure the hirer is given no less than 4 weeks' notice to make alternative arrangements.

6. Indemnity and Insurance

- 6.1 Regular hirers must hold public liability insurance to the value of not less than \$10 million for the duration of the hire. Evidence of public liability insurance is to be submitted to the City prior to commencement of the facility hire.
- 6.2 Casual hirers will automatically be covered by the City of Rockingham's Casual Hirer's Liability Insurance against claims of negligence or omissions for third party property damage or third-party injury or death resulting from the hirer's use of the hired facility.

Cover is limited to \$10 million and the hirer is liable for the \$500 excess.

- 6.3 The hirer is liable for all property damage and personal injury or death to third parties arising out of negligent acts or omissions by the hirer. As such, the hirer shall indemnify the City of Rockingham against:
 - Loss of or damage to property of the City of Rockingham, including existing property.
 - Claims by any person against the City of Rockingham arising out of or as a consequence of the actions of the hirer.
- 6.4 The City of Rockingham will not accept liability for any damage, theft or loss of items belonging to or the responsibility of the hirer or their invitees, unless the damage or loss is determined to be the result of the City of Rockingham's negligence.
- 6.5 The City of Rockingham's Casual Hirers Liability Insurance excludes, but is not limited to, the following:
 - Employer's liability.
 - Property in the casual hirer's physical care, custody or control. This exclusion shall not apply to premises which are hired from the City of Rockingham.
 - Personal injury or property damage arising out of the ownership, maintenance or operation of any registered vehicle, aircraft or watercraft.
 - Fines and penalties.
 - Personal injury or property damage caused by or arising directly or indirectly out of or in connection with assault and battery committed by the casual hirer or at the casual hirer's direction unless reasonably necessary for the protection of persons or property.

- Liability for loss, injury, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with an act of terrorism.
- 6.6 The City of Rockingham must be notified in writing within 24 hours of any incident involving any injury, near miss or property damage, which may result in a claim under this cover.

7. Cleaning

- 7.1 For regular hirers the facility will be inspected by a City officer (or representative) as required.
- 7.2 For casual hirers the facility will be inspected by a City officer (or representative) at the commencement and conclusion of the hire period.
- 7.3 The hirer is required to clean the facility by completion of the booking period. A Hall Cleaning requirements checklist will be provided to the hirer and is also posted on the fridge at each facility.
- 7.4 Cleaning equipment will be provided to ensure that the venue is maintained in a clean and tidy condition. If the facility is left in an unsatisfactory condition that requires additional cleaning, the hirer will be charged for the service as per section 3.3.
- 7.5 All rubbish must be removed from the facility at the completion of the hire and disposed of in the bins provided in the bin area. The hirer must take with them any rubbish that will not fit in the bins provided.

8. Equipment

- 8.1 The setting up, stacking and storage of tables, chairs and other equipment is the responsibility of the hirer. For safety reasons, tables and chairs must be stacked as per instructions located in the storage room. Chairs and tables must be returned to the allocated storage area at the end of the hire period.
- 8.2 Furniture and equipment remain the property of the City and may not be removed from the halls and community centres at any time.
- 8.3 All furniture and equipment will be inspected by a City officer (or representative) at the completion of the booking period. Should any damage be caused because of the hire, the cost of repair of the damage will be deducted from the bond as per section 3.3.
- 8.4 Should the hirer require furniture or equipment in addition to that which is already provided, it must be supplied by the hirer at the hirer's expense and shall be the liability of the hirer.
- 8.5 All electrical equipment brought into the halls and community facilities must be in a safe, working condition, tested and tagged by an electrician to ensure electrical compliance.
- 8.6 Kitchen facilities support re-heating only and do not support full meal preparation.

9. Alcohol

- 9.1 Where alcohol is being sold, an Occasional Liquor Licence is required to be obtained from the Department of Racing, Gaming and Liquor. A copy of the Liquor Licence must be supplied to the City of Rockingham prior to the facility hire.

Should the City deem a booking High Risk, additional conditions may be required including a requirement for Licensed security to be present for the duration of the facility hire.

- 9.2 The hirer is required to ensure all alcohol is consumed by guests in a responsible manner and provide food as well as free potable drinking water during the facility hire.

In addition, the hirer should ensure the appropriate behaviour of guests during the booking and consider the safe transport of guests at the conclusion of the facility hire.

- 9.3 Alcohol consumption is restricted to inside the facility only and is not to be consumed outside of the facility, on any public open space or reserve area.

10. High risk bookings

- 10.1 High risk bookings may be required to always have a minimum of two (2) licensed security providers on site during the booking and must remain on site until all guests have departed at the conclusion of the booking.

- 10.2 The hirer must provide a copy of the public liability insurance policy of the security provider along with an invoice for payment. The City may deem that more than two licensed security providers are on site. The hirer will be responsible for all costs associated with the hire of licensed security providers.

- 10.3 A WA Police party registration form must be completed and provided to the City to enable the booking to be confirmed. [Hosting responsible parties | Western Australian Government](#)

11. Restrictions

- 11.1 Prohibited items that must not be used within the facility: Barbecues, gas bottles, open flames, portable stoves or ovens, fireworks, kerosene or spirit-type lamps, and spit roasts. Candles may only be used if placed on a table and secured in a glass (or similar) holder.
- 11.2 No fire of any type may be lit in the surrounding grounds of any facility without the approval of the City.
- 11.3 Confetti, rice, glitter shapes and helium balloons are NOT permitted within the facility or surroundings.
- 11.4 Signs may not be displayed or affixed to any facility by hirers except with the permission of the City. Any non-complying sign or notice may be removed and cost of removal deducted from the bond as per section 3.3.
- 11.5 Drawing pins, nails, screws or adhesive tape must not be used to affix decorations. All decorations are to be completely removed after the event. If any items remain, the cost of removal may be deducted from the bond as per section 3.3.

- 11.6 Amplified music and general noise levels must be kept at a level that complies with the provisions of the Environmental Protection (Noise) Regulations 1997 and comply with any orders given by the City's Noise Abatement Officers.
- 11.7 Approvals for live music will depend on the type of music, number of attendees, booking times and facility location. This will assist the City in determining the impact on other hirers and local residents.
- 11.8 Smoke machines, amusements, bubble makers, bouncy castles or the like must not be used within the facilities but may be used with approval within the grounds of the facility upon approval from the City.
- 11.9 Event lighting, portable bars and drink/slushy machines may only be used with the permission of the City.
- 11.10 No smoking or vaping is permitted in any facility or within seven metres of the premises. It is the responsibility of the hirer to ensure this condition is strictly enforced.

12. Hirers Responsibilities

- 12.1 The hirer must be in attendance at all times throughout the duration of the facility hire.
- 12.2 The hirer is responsible for obtaining any approvals or permits required for commercial businesses wishing to operate as part of the facility hire. This includes but not limited to the following:
- Public screenings
 - Performance of any dramatic or musical work
 - An Occasional Liquor Licence, should alcohol be sold
 - Amusements devices including inflatables
 - Sale of food
 - Petting Zoos and the like
- 12.3 The hirer is responsible for any breakages, theft or damage caused to the facility or the facility's equipment resulting from the hirer's use of the facility. Associated costs will be charged as per section 3.3.
- 12.4 Neither the City nor its employees shall be liable for any loss, theft or damage sustained by the hirer or any person associated with the booking.
- 12.5 The hirer must provide all first aid equipment and supplies required during the booking. No first aid equipment or supplies are provided in the hired facilities.
- 12.6 Hirers are responsible for the behaviour of individuals, including children, attending the City facilities during the facility hire.

13. City of Rockingham's Responsibilities

- 13.1 The City will:
- Endeavour to provide safe, clean and tidy facilities.
 - Consider all reasonable hirer requests.
 - Keep hirers informed of changes that may impact their booking.
 - The City 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.

- The City is not responsible for any damage, theft or loss of items belonging to or the responsibility of the hirer.

14. Admission and removal of individuals

- 14.1 The City may at any time in its absolute discretion refuse admission of any person(s) to the hired venue or direct any person(s) to leave the hired venue.

15. Storage space – regular hirers only

- 15.1 Hirers must only store equipment with the prior approval of the City of Rockingham in approved storage areas. Equipment must be clearly marked with hirers details.
- 15.2 Hirers are required to have adequate contents insurance should any items be stored at the facility. The City will not be held liable for any damage or loss of hirer's property.
- 15.3 The hirer will be required to keep the storage area clean and well maintained.
- 15.4 No flammable materials, chemicals or alcohol must be kept in storage areas without the permission of the City.
- 15.5 Immediately following a hirer's final booking, the hirer will be required to remove any stored items from the facility within five business days. Should the City be required to remove stored items following a hirer's final booking, the costs associated with the removal will be deducted from the hirer's bond.
- 15.6 The City reserves the right to remove any item stored in a non-approved area. Any removed items will be stored at the City Depot (Crocker St, Rockingham) for a period of ten business days after which, the items will be disposed of.

16. Keys and alarms – regular hirers only

- 16.1 Facility keys and alarm code will be made available to all regular hirers prior to their second booking.
- 16.2 A key bond is payable upon key collection. Keys will not be provided without payment of the key bond.
- 16.3 Keys remain the property of the City and must be returned at the completion of the final booking. The key bond will be refunded once the key has been returned.
- 16.4 Failure to return keys following the final booking may result in the hirer being responsible for the cost of replacing or rekeying the relevant locks.
- 16.5 Should a hirer permit their keys or alarm codes to be used by persons not associated with the booking, the hirers' alarm code may be cancelled, and the City may request the keys be returned.
- 16.6 Hirers who do not adequately secure the facility may have their alarm code cancelled from the facility and be required to return all keys to the City.
- 16.7 Should a City officer or representative be required to attend the facility during the hire period, a call out fee will apply as per the City of Rockingham community centre and public halls schedule of fees and charges and will be deducted from the bond as per section 3.3.

17. Access arrangements – casual hirers only

- 17.1 Upon all fees and charges being paid, the City will send the hirer a confirmation letter that outlines the access arrangements to the hired facility, as well as a copy of the cleaning checklist and Return of Bond form.
- 17.2 A City officer (or representative) will meet the hirer at the facility at the commencement of the hire period and at the completion of the hire period. Should the City officer (or representative) be required to attend the facility at any other time during the booking a call out fee will apply as per the City of Rockingham Community Halls and Centres Schedule of Fees and Charges and will be deducted from the bond as per section 3.3.

18. Special conditions of hire

18.1 Hillman Hall

For security purposes Hillman Hall has a large metal fence around it and also has some fencing along the verandas of the facility. To ensure safe passage from the facility in the event of an emergency, hirers are required to leave the access gate leading to the facility unlocked and unobstructed at all times throughout their hire.

18.2 Baldivis Community Recreation Centre, Warnbro Recreation Centre and Golden Bay Coastal Community Centre

Due to the proximity of the above reserves to active sporting reserves, the facility is designated as a glass free facility. Hirers are not permitted to bring glass into the facility or its surrounds.

19. Prime booking periods

- 19.1 Fridays and Saturdays between 12pm and 12am are prime booking periods. Regular bookings during these times may be cancelled if the facility is required for an alternate one-off function. In this instance, where possible, the hirer will be given at least four weeks' notice and an alternative venue.