

# TERMS AND CONDITIONS OF HIRE SAMSON RECREATION CENTRE

## 1. Application/Bookings

- 1.1 All applications must be on the official application form (copy attached in Hirers Induction Manual)
- 1.2 **Applicants must be 18 years or older.**
- 1.3 The City of Fremantle reserves the right to refuse an application for hire form. The City also has the right to cancel and/or withhold the hiring of the Samson Recreation Centre facilities. The City also has the right to terminate any hiring group which has failed to abide by the Conditions of Use. If applicable any monies paid in advance to the City may be refunded in such instances.
  - 1.3.1 In the event of a Local, District or State Emergency, The Samson Recreation Centre has been designated for use as a community evacuation centre for Emergency Services. In the event of such an emergency the City may not be in a position to provide any prior notice that your booking is cancelled. Any officer representing the City of Fremantle, the Police or Emergency Services entering the facility with the intent to secure the facility for use in a local emergency will have the power to request that you vacate the premises immediately. The hiring fee and bond if applicable will be refunded.
- 1.4 **The Samson Recreation Centre is deemed a Non Smoking and Alcohol Free Area.**
- 1.5 The hire fee and any bond due is payable to the City of Fremantle at least fourteen (14) days prior to the hire date.
- 1.6 The City of Fremantle reserves the right to withhold the use of the Centre to groups or individuals in order to promote large scale events or tournaments.
- 1.7 City of Fremantle staff has the authority to act on the City's behalf during a function and shall be allowed entrance at any time.
- 1.8 All bookings are subject to Council Local Laws and Regulations.
- 1.9 Regular hirers under the invoicing system will need to provide proof of identity or ABN number due to credit control within our invoicing system.

## 2. Charges/Costs

- 2.1 Costs of hire and bonds are in accordance with the current Fee Schedule and invoices have a 30 days term policy.
- 2.2 All time booked and any additional time used will be paid for (inclusive of set up and take down times).
- 2.3 Extra Rubbish bins must be hired from the City of Fremantle if the function involves any food and drinks. This additional cost will be charged to the hirer.

### 3. Users

- 3.1 All cancellations must be made in writing to Centre Co-ordinator, otherwise full hire charges will still be required.
- 3.2 Cancellations for regular users require 48 hours notice otherwise full hire charges will still be charged.
- 3.3 Regular users will make payment of hire charges on a monthly basis. A term basis may be negotiated. An invoice will be sent out to group and can be paid in person at the cashier's office at the Town Hall, at the Centre, via internet or sent in by cheque. All invoices have a 30 day payment term.
- 3.4 Any regular booking that falls 4 weeks behind in payment will have their hire suspended until payment has been received.
- 3.5 Limited storage facilities may be available to regular Centre hirers upon application and payment of monthly storage fee. All equipment/items stored on the premises are the responsibility of the hirer. The City of Fremantle is not responsible for any damage, theft or loss of items belonging to or the responsibility of the hirer.
- 3.6 Access is only approved during your hire time slot. Any access required outside of your approved times i.e. – access of storage must get permission from Co-ordinator.

### 4. Keys/Security

- 4.1 Regular users may apply for a key and will be issued with a security code.
- 4.2 All keys/alarm codes are to be allocated by the Co-ordinator. Casual user keys are to be returned the next working day.
- 4.3 The alarm **MUST** be set by the final person to depart the Centre. **Failure to set the alarm** will result in a callout by the Security firm which will be charged to the last group in the centre.
- 4.4 The Centre has a late-to-close function and must be armed by 11pm at the latest unless special permission for a late function has been granted.

### 5. Bonds

- 5.1 A facility bond and key bond as per the Fee Schedule will be applicable to all bookings.
- 5.2 The bond is held against the following:
  - 5.2.1 Damage to building or equipment.
  - 5.2.2 Additional cleaning
  - 5.2.3 Breach of Conditions of Hire
  - 5.2.4 Return of key
- 5.3 If a key is lost a replacement cost will be charged to replace the lost key. This cost is non-refundable and a new bond will be collected.
- 5.4 The hirer will be liable for costs for damage/cleaning etc. in excess of the bond deposited.
- 5.5 Bond refunds will be returned by cheque and will aim to be refunded within fifteen (15) working days.
- 5.6 For any breach of the Conditions of Hire there will be a deduction of all or part thereof from the bond paid at the discretion of the Co-ordinator

## **6. Restrictions**

- 6.1 Smoking within any Council facility is prohibited as stated in Health (Smoking in Public Places) Regulations 1999. Generally no private functions are booked at the Centre. Community and sporting events are given preference.
- 6.2 Confetti, chewing-gum, smoke machines, bubble machines and naked flames are prohibited from use in the Samson Recreation Centre facilities. Failure to comply will result in the hirer being charged for extra cleaning.
- 6.3 The use of nails, hooks, staples or any other fixing device is prohibited on any internal or external surface, including the walls or doors.
- 6.4 The Samson Recreation Centre is located in close proximity to residential premises including housing for the aged. Given this amplified music is generally not permitted at this centre and if special arrangements are made it must be finished by 10pm. Noise levels must comply with the Environment Protection (Noise) Regulations 1997.
- 6.5 No pets or animals are allowed inside the Centre. Guide dogs and medical dogs are exempt.
- 6.6 In some circumstances special security arrangements may be required to ensure the safety of both patrons and the security of the building and surrounding area. This must be provided by professional security persons and is at the hirer's expense. Management has the right to determine if this is required for your application.

## **7 Cleaning**

- 7.1 At the conclusion of the session/function the hirer shall:
  - leave the entire building in a clean and tidy condition
  - wash, dry and put away all dishes that were used
  - sweep all floors that were used, use a dustpan and broom and dispose of in the bins provided
  - spot mop any spillage
  - wipe and stack tables and chairs and return to designated storage areas
  - place all rubbish in bins and remove any excess rubbish.

## **8 Hirers Responsibilities**

- 8.1 It is the responsibility of the hirer to inspect the facility before use and ensure the register has been signed before and after each usage.
- 8.2 Any hazards have been reported on the appropriate Hazardous/Faulty Equipment form located in the foyer in the Centre.
- 8.3 The hirer is responsible for the behaviour of all persons attending their function or activity.
- 8.4 All children need to be fully supervised at all times. No children should be given access to the storeroom at any time
- 8.5 Only areas hired are to be entered. Access to other areas is prohibited.
- 8.6 The hirer will be liable for all damages and will also be charged costs for damage in excess of the bond deposited.
- 8.7 Any person found to be damaging equipment or the building will be requested to vacate the premises.
- 8.8 Hirers are responsible for the insurance of their own equipment or supplies which are stored at the venue.

- 8.9 It is the responsibility of the hirer to ensure all relevant checks/licences to run their activity are in date (ie. WWC check, first aid etc.)
- 8.10 The hirer is **not** permitted to extend the hire time. All persons associated with the booking must vacate the facilities within the allocated booking time.
- 8.11 Failure to comply with condition 8.9 will result incur extra charges.
- 8.12 Bookings will not be made to catering providers who intend to use the hall to provide catering services to paying clients.

## **9 Insurance and Indemnification is the responsibility of the hirer**

- 9.1 All corporations, associations and organisations are required to provide evidence of a Public Liability Insurance Policy to the value of \$10,000,000 or more.
- 9.2 A copy of the insurance Certificate of Currency (for the specific event and indemnifying City of Fremantle) is to be attached to the Application Form.
- 9.3 All instructor based activities require their own personal public liability cover. All commercial hirers require public liability cover.

## **10 City of Fremantle's Responsibilities**

- 10.1 The City of Fremantle will take every reasonable care and precaution to ensure that all utilities, services and equipment are in proper working order, but will not accept responsibility for breakdowns beyond their control.
- 10.2 The City of Fremantle will make every effort to provide the Hirer with a clean and tidy facility.
- 10.3 The City of Fremantle is not responsible for any damage, theft or loss of items belonging to or of the responsibility of the hirer or its patrons.

## **11 Playing of Recorded Music in a Commercial Environment (Copyright Act)**

- 11.1 Any user using protected sound recordings (i.e. CD's, tapes, digital downloads or exhibiting any music videos) in a public place such as Samson Recreation Centre must have a licence to do so. Visit the PPCA website at [www.pcca.com](http://www.pcca.com) or call (02)8569 1111 for more information.

## **12 Indemnification**

- 12.1 Upon acceptance of the hiring, the hirer undertakes to hold the City of Fremantle and the employees of the City of Fremantle indemnified against all claims which may be made against them for damages or otherwise, in respect of any loss, damage, death or injury caused by or in the course of or arising out of the hiring of the venue.

## **13 Disputes**

- 13.1 In the event of any dispute or difference arising as to the interpretations of these conditions the decision of the Director of Cultural Development shall be final and conclusive.