

## Standard Terms and Conditions of Hire

Conditions of hire are firm and must be signed off by the hirer or the hirer's ARP Authorised Responsible Person (ARP). If clarification is required on any condition, please make all necessary enquiries with the QEII Centre Booking Officer **before** accepting Terms and Conditions of Hire.

The City accepts no responsibility. The City reserves the sole right to determine compliance or non-compliance with these conditions. The City's decision in all matters relating to these conditions of hire is final.

### DEPOSITS AND CHARGES

- A **non-refundable deposit** as set out in the Schedule of Fees and Charges shall be paid prior to the Venue's use as a guarantee of fulfilment of these conditions and as security against damage to the Venue and for any abnormal cleaning of the Venue that may be required as a result of the booking.
- For functions held during office hours (Monday to Friday 8 am to 4 pm) the recovery of costs associated with damages will be invoiced to the hirer.
- The charges payable by the Hirer shall be in accordance with the Council-endorsed fees and charges in place at the time of the hire application.

### CANCELLATION OF A BOOKING

To avoid cancellation charges, the Hirer is required to advise Management as soon as possible when cancelling or seeking to reschedule a booking. Cancellation charges apply immediately upon receipt by the Hirer of a booking confirmation email from Management.

Management will determine the case for refunds when cancellation is due to extraordinary weather, industrial disputes, or events beyond the control of the Hirer.

In the event of cancellation by the City due to emergency, danger of damage to people or property or other act or event outside the direct control of City, Management will refund any money paid for Fees & Charges under this agreement and will accept no other claims for loss of income related to the cancellation.

### FORCE MAJEURE

The obligations of a party directly affected by an Event of Force Majeure and any corresponding entitlement of another party will be suspended to the extent and for so long as the performance of the affected party's obligations are prevented or delayed by the Event of Force Majeure. This clause does not operate to allow the Hirer to make use of the Venue on any date or at any time other than those specified in original hire application.

Permission to make use of the Venue on any date or at any time other than those specified in the original hire application may be granted by the City at its absolute discretion.

Neither party shall be liable to the other party for any defaults or delays resulting from an Event of Force Majeure. However, each party shall still remain liable to pay the other party any amount agreed outstanding at the time of the event of Force Majeure.

The affected party must notify the other party if the Event of Force Majeure prevents (or is likely to prevent) it from complying with any of its obligations under this Agreement as soon as it becomes aware of the Event of Force Majeure.

The Hirer will follow any direction and advice handed down by the Government of Western Australia Department of Health in relation to the Coronavirus.

The parties acknowledge that future impact(s) of the Coronavirus are highly uncertain and cannot be predicted. Should further outbreaks occur and ultimately impact the viability of this event, the Hirer undertakes to negotiate in good faith with the City to reach a satisfactory outcome for all parties involved.

### ALTERATION TO BOOKING DATES

No alteration can be made to a confirmed booking date without forfeiture of the Hirer's deposit.

The only exception to this is if in the opinion of the Management, the City has not suffered any financial loss or loss of an alternative booking for the previously confirmed date.

### LIMIT OF HIRE

The Hirer shall only be entitled to the use of the specific portion (or portions) of the Venue approved for hire. The City reserves the right to let any other portion of the Venue for any other purposes at the same time unless the whole Venue is booked at the time of application.

### FREE ACCESS

Management, or any other officer or officers of the City whom the Chief Executive Officer appoints, shall be entitled to access to any part of the Venue required to ensure the operational use of the Venue. This shall not entitle them to any seat or hire related privileges.

### SUBLETTING

No portion of the Venue hired will be sublet or any tenancy transferred or assigned without the Chief Executive Officer, or their appointed delegates written consent.

### RIGHT TO REFUSE AN APPLICATION, CANCEL OR SUSPEND A HIRE

It shall be at the discretion of the City, to refuse to hire the Venue in any case and notwithstanding that the Venue may have been hired or that these conditions may have been accepted and signed and the rent and deposit paid. The City shall have the full power, if it sees fit, to cancel such booking and direct the return of any associated fees and deposit so paid and the Hirer hereby agrees to accept the same and to be held to have consented to such cancellation and to have no claim at law or in equity for any loss or damage in consequence thereof.

Without limiting the reasons why the City may refuse, cancel or suspend a hire (which the City may do in its absolute discretion), the City will not permit the Venue to be used (including any promotion of or publicity that is) in a way which:

1. *places any City worker, patron or any other person at unacceptable risk of harm;*
2. *places City property at unacceptable risk of harm;*

3. *brings the City into disrepute; or*
4. *is unlawful.*

Hire of a City venue or space does not constitute or imply the City's endorsement or recommendation of the Hirer, the activity for which the venue or space is booked, any material, content, product or views of the Hirer (including the activity and its promotion or publicity) or a person in any way associated with the Hirer.

## COMPLIANCE TO LAW

- The Hirer shall comply in every respect with regulations under Western Australian legislation and City's Local Laws. Any person causing an offence against such regulations shall be removed from the Theatre.
- The Hirer shall comply with any act or regulation governing Venues and public halls and will be responsible for any tax or fee charged from time to time.

## LIABILITIES AND INSURANCE

- The Hirer of the Venue shall not do, or neglect to do, or permit to be done, or left undone, anything which will affect the City's Insurance Policies relative to fire or public risk in connection with the venue.
- City shall not be held responsible for any damage to, or loss of any property whatsoever placed in the Venue by the Hirer, nor for any loss occasioned the Hirer through accident or failure of the electricity or other plant by any unavoidable cause.
- The Hirer shall indemnify, and keep indemnified, the City from and against all claims whatsoever which the City may suffer or incur in connection with loss of life, personal injury and/or damages to property of any person accessing the venue, or occasioned (whatsoever it may occur) wholly or in part by any act, neglect, default or omission by the Hirer, her/his agents, servants or invitees or any other person or persons using or upon the premises with her/his consent or approval expressed or implied except to the extent that such claims are caused by the negligence, default or omissions of the City, its agents, servants, employees and/or invitees.
- Commercial Hirers shall be required to provide copies of relevant insurance to Management as a condition of hire. This includes appropriate public liability insurance and worker's compensation or personal accident cover.
  - ***Frequent User Groups:*** For more than 12 bookings per year the hirer will need to provide each year in January proof of Public Liability Insurance Cover for a minimum amount of \$10 million to cover the term of hire.
  - ***Occasional Corporate Hirers (includes Incorporated Bodies, Sporting Clubs or Associations of any kind, Profit Making or Commercial Activities):*** Shall attach a copy of a Certificate of Currency in respect of public liability insurance cover of \$10 million.
  - ***Occasional Non-Corporate Hirers:*** Provided that the occasional hirer is not included in either of the above two categories the hirer will be covered by the *City of Greater Geraldton and Casual Hirers Insurance* and will not be required to provide a Certificate of Currency.

## TICKET SALES

In the event that the hire includes the intention to sale tickets the following conditions apply,

- The hirer is wholly responsible for all ticket and merchandise related activities.
- The hirer is responsibility for all security management requirements associate with any moneys relating to ticket and merchandise sales.

## ALCOHOL

**The City actively promotes responsible serving and consuming of alcohol beverages on its properties and would expect hirers to act as responsible hosts.**

The following conditions for provision and consumption of alcohol on Council premises are as follows:

- Sale of alcohol at the venue, requires a current occasional liquor licence issued by Racing, Gaming & Liquor WA. A copy of this licence is to be provided to the booking officer prior to the event.
- To consume alcohol on a City property a permit issued by the City is required.
- Alcohol is not to be consumed or taken outside the hired Venue.
- The Hirer is responsible for the care of property and wellbeing of people using the area.
- Hirer is responsible under the conditions of this permit to control any anti-social behavior by people attending your function.
- Hirer is required to produce this permit on request to a Management or Police should they attend
- To protect the Venue floors, alcohol server must be located in the Kitchen areas, verandas or on carpeted floors. No kegs of beer are to be supplied for consumption or sale in the Venue.
- All spills are to be wiped up immediately with a damp cold cloth or mop to minimize damage to the parquetry floor.

## SMOKING AND SUBSTANCE USE

- The QEII Centre is a non-smoking venue. Smoking is prohibited within the Centre and within 10 metres from the entrance.
- hirer is deemed to have responsibility of patrons the hirer permits entry to the Centre and to ensure no illegal activity takes place.

## PERFORMING RIGHTS AND COPYRIGHT

The Hirer warrants it has all required permissions or relevant approvals necessary to perform or make use of any copyrighted materials utilised as part of the hire.

## DAMAGE

The floors, walls or any other part of the Venue including glassware, crockery, cutlery, or any curtains, fittings or furniture shall not be broken, pierced by nail or screws or in any other way damaged, and no notice, sign, advertisement, scenery, fittings or decorations of any kind shall be erected in the building or attached or affixed to the walls, doors or any other portion of the Venue, curtain, fittings or furniture, mechanical, electrical and other equipment without the consent of Management. The Hirer shall be responsible for making good any damage.

## CONTROL AND USE OF THE VENUE

- The general administration and control of the Venue is vested in the Chief Executive Officer, who shall exercise absolute discretionary power for the good order and control of such premises.
- Where the Venue is hired during office hours, the Management shall have complete control and supervision of overall means of entry and exit into the Venue. Additionally, the Hirer or their representatives shall act under their direction in this respect.
- Any volunteer or private attendants engaged by the Hirer of the Venue will follow directions necessary to ensure safe access to the Venue.
- The Hirer will use the Venue in conformity with all laws, regulation or local laws applicable thereto and not allow taking place therein any event or performance, which in the view of the City is unsuitable, illegal, objectionable or dangerous.
- The Hirer will ensure the Venue is vacated as soon as is reasonable after the conclusion hire period.
- No notices, posters, banners, or such like shall be put up inside or outside the Venue without the consent of the Management.

## POWER

The City shall not at any time, or in any way, or on any ground whatsoever, be liable for the failure or non-working of the air-conditioning plant, electric plant and/or the non-supply of power or light to the Venue.

The Hirer at their own expense, may make arrangements for temporary supplies, subject to the approval of Management, for both the type of temporary installation and the placing thereof.

## SECURITY

As per the City's Event Guidelines, security will be required for public performances and licensed premises. Management will confirm with the Hirer the specific requirement for security arrangements, including personnel numbers, as part of the booking process.

## THEFT

Neither the City nor its servants will be held liable for any loss or damage to goods belonging to the Hirer or to servants or agents of the Hirer.

## DISORDERLY BEHAVIOUR

No unseemly dress, obscene or insulting language or disorderly behaviours or damage to property shall be permitted in any part of the Venue or its grounds and the City and Management reserves the right to refuse admission to any person, or to eject a patron who demonstrates disorderly behavior that adversely impacts other patrons or property.

## CHILD SAFETY

In the event, the Hirer's intended use of the Venue involves Child-related activities. The Hirer and its

agents or staff are required to ensure compliance with the City Policy 4.17 Child Safety & Welfare.

#### WORK HEALTH & SAFETY

The Hirer is responsible for ensuring compliance with Work Health & Safety Act legislation and shall ensure all relevant safety processes are implemented to ensure safe use of the Venue.

If the City or Management becomes aware of any safety concerns associated with the Hirer's use of the Venue, it has the authority to intervene and take any necessary action to ensure the safety of the persons or property.

#### DISPUTES

In the event of any dispute arising as to the interpretation of these conditions, or the use of the Venue by the Hirer, the issue shall be referred to the Chief Executive Officer for their decision thereon and such decision shall be final and binding on the parties to the dispute.

## Special Venue Specific Conditions of Hire

### QEII CENTRE EQUIPMENT

The Centre is well equipped for the hirer's convenience. In order to preserve any bond paid and City property, the hirer is requested to observe the following:

#### Tables & Chairs:

- Use trolleys provided to move tables and chairs to avoid damage to the parquetry floor.
- Wipe down all tables used and return to the storeroom and stack against the wall.
- Do not stack tables on top of the table trolley.
- Chairs must be stacked in 10's and placed neatly into the storeroom. If furniture has been removed from other rooms at the Centre please return to the original position.

If furniture has not been placed in the storerooms and original position, a removal fee will be incurred and deducted from the bond (minimum of 1 hour).

### HIRER'S EQUIPEMENT

The hirer (includes any person, contractor or agent acting for or on behalf of the hirer) may not bring any defective machinery, appliance, equipment, hazardous substance (fuel, lighter/ignition, or heating device, flammable or explosive substance, chemicals, etc.) into the Centre or Centre precinct.

Should the hirer or his agent, require additional or specific equipment during the hire period, a list of such equipment and items must be presented **prior express permission from the Booking Officer**. **Any appliance or equipment introduced by the hirer as approved, shall be maintained and used in accordance with any legal and safety standard as applicable in Australia.**

The hirer is responsible for all removal of hirers items (includes any items from any person, contractor or agent acting for or on behalf of the hirer) immediately after the event unless previously discussed with the Centre Booking Officer.

Failure to remove items may incur a fee deducted from the bond.

### POST HIRE CLEANING

- All areas of the Venue used by the hirer during the event are to be cleaned prior to vacating the premises unless arrangements have been made with the City's cleaners to attend following the hirers event at a cost to the hirer.
- It is the responsibility of the hirer to ensure all areas used by outside catering, entertainers or contractors used for your event remove all equipment that is brought to the Venue and leave all areas used in a satisfactory condition.
- A fee to recover cleaning costs (including carpet cleaning) will be deducted from the bond if the hirer does not leave the Venue in a satisfactory condition

### SAFETY

The hirer is required to nominate a safety warden who shall make all necessary arrangements to ensure the protection of patrons.

## FIRST AID

First aid stations are in the Upper and Lower Hall foyers. The hirer is responsible to make all necessary arrangements for the provision of first aid to patrons.

## EMERGENCY

The nominated person will be briefed on the building emergency safety features and issued with a corresponding emergency evacuation diagram and **emergency contacts**.

In addition, the Centre emergency information stations are located in each area and will be demonstrated. These stations include the City's procedures which are designed around the premise of the immediate and safe evacuation of persons from the facility. Please feel free to become familiar with these procedures however the hirer is required to make all safety arrangements or plans to protect and ensure the safe evacuation of patrons if required to respond to an emergency.

**IMPORTANT: UNDER NO CIRCUMSTANCES CAN ANY DESIGNATED EXIT FOR THE PUBLIC AREA YOU HAVE HIRED BE LOCKED OR OBSTRUCTED IN ANY WAY WHILST THE BUILDING IS IN USE.**

## BUILDING ACCESS

The hirer will be provided with centre keys at a prearranged induction and the hirer is to specify on their booking form access times required.

**PLEASE NOTE: Keys will NOT be released to any other person other than the hirer's ARP, who will sign and be accountable for the return of the keys and safety badge as arranged.**

**Late Access Arrangements:** If requested security access times have **not been made by the hirer** at the time of the booking, any resulting security call out fee incurred during the hire period, will be deducted from the bond.

## BREACH OF SECURITY

The hirer is responsible during the full hire period for:

- Facility security including orderly behaviour of hirer patrons it has permitted entry to the facility.
- Ensuring all patrons have vacated and securing the facility on leaving the premises.

## CLOSURE OF THE CENTRE

The City reserves the right to close the Centre if at any time an officer of the City (or at the direction of police), deems the safety or security of the facility or persons within or in the precinct of the facility may be compromised. In such case there will be no refund of the hire fee unless the hirer can show such action causing closure did not come about as an act of the hirer or any patron of the hirer. Bond provisions will apply for any damage to the Centre.

## DISCLAIMER

The City, its workers and others acting under the authority of the City of Greater Geraldton and/or the Advisory Committee of the Centre shall not be liable for any personal or property loss, damage or injury sustained by the hirer, the hirer's organisation, its members, or any person permitted entry into the Centre by the hirer.



## DEFINITIONS

- “City” wherever it appears herein means the City of Greater Geraldton.
- “Chief Executive Officer ” wherever it appears shall be deemed to include any officer of City acting with the authority of the Chief Executive Officer expressly or implied.
- “Child” is defined as any person below the age of 18 years.
- “Event of Force Majeure” is defined as any unforeseeable circumstances that prevent the fulfilment of the Hire arrangements as defined in this document.
- “Hire” also referred to as *booking* is defined as the application to use the City Venue.
- “Hirer” the party hiring the Venue
- “Management” refers to the operational staff appointed by the Chief Executive Officer with responsibility for the management and control of the Venue.
- “Venue” refers to any part or portion of the building, including the whole building, associated fittings, furnishings and equipment and approved adjoining lands as detailed in the Special Venue Specific Conditions of Hire.

HIRER NAME (PRINT)	SIGNED	DATE
BOOKING OFFICER NAME (PRINT)	SIGNED	DATE