

# TERMS & CONDITIONS

Hirer or the Authorised Responsible Person (ARP) of the hirer is to read and initial at the foot of each page when terms and conditions herein are understood. If clarification is required on any condition please make all necessary enquiries with the Centre Booking Officer **before** initialling the relevant page. The hirers booking is subject to each page being initialled as understood.

Conditions of hire are firm and must be signed off by the hirer or the hirer's ARP. The City accepts no responsibility (see disclaimer – Fees, Bonds & Insurance). The City reserves the sole right to determine compliance or non-compliance of these conditions. The City's decision in all matters relating to these conditions of hire is final.

## 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:** Please use trolleys provided to move tables and chairs to avoid damage to the timber floors. 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 or requires being moved to the correct storeroom, a removal fee will be incurred and deducted from the bond (minimum of 1 hour).

## HIRER'S EQUIPMENT

Please note 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 / items must be presented for **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.

If Centre hire conditions are not adhered to, a removal fee will be incurred and deducted from the bond.

## POST EVENT

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 Centre** and leave all areas used in a satisfactory condition.

All areas of the Centre 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.

**A fee to recover cleaning costs (including carpet cleaning) will be deducted from the bond if the hirer does not leave the Centre in a satisfactory condition.**

## BREAKAGES

Should there be any damages to the Centre and/or breakages of equipment (including glassware / crockery / cutlery), by the hirer (includes any person, contractor or agent acting for or on behalf of the hirer), a repair / replacement fee will be incurred and deducted from the bond. For functions held during office hours (Monday to Friday 8.30am to 5.00pm) the recovery of costs associated with damages will be invoiced to the hirer.

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## **LOWER HALL / MEETING ROOM / RECREATION ROOM**

### **MAIN KITCHEN:**

- Please empty the urn if it has been used.
- Wash cutlery and crockery and return to servery area counter in the same order it was available to you. Cutlery to be bundled in lots of 20.
- Kitchen floor is to be swept and mopped. Broom and mop are located next to the fridge.
- Wipe down all benches, stove, oven and microwave oven.
- Clean bain-marie if used and return all bases and lids.
- Empty bins and place rubbish in bins in the waste compound area.
- Hirer to remove all hirer's own utensils and equipment. If a Centre item is removed in error please return promptly or a charge will be incurred against the bond.

### **FLOORS:**

- Brooms and mops for the main hall are kept in the outside alcove near the kitchen.
- A mop dampened with cold water only is to be used to wash the hall floor.
- Vacuum / clean all carpeted areas that have been used especially the foyer and servery area.

### **WASTE DISPOSAL:**

- Rubbish is to be placed in the mobile bins in the waste compounds outside the kitchen areas.

## **UPPER HALL**

### **MAIN KITCHEN:**

- Please empty the urn if it has been used.
- Wash cutlery and crockery and return to servery area counter in the same order it was available to you. Cutlery to be bundled in lots of 20.
- Kitchen floor is to be swept and mopped. Broom and mop are located in the cleaners' room next to the kitchen.
- Wipe down all benches, stove, oven and microwave oven.
- Hirer to remove all hirer's own utensils and equipment. If a Centre item is removed in error please return promptly or a charge will be incurred against the bond.

### **FLOORS:**

- The wood floor needs to be swept with the wide fringed broom.
- Please wipe any spills on the wood floor immediately with a slightly dampened mop rinsed in cold water.
- Vacuum / clean all carpeted areas that have been used especially the foyer and servery areas.

### **WASTE DISPOSAL:**

- Empty bins and place the rubbish in the mobile bins in the waste compound located outside the kitchens.

## **PUBLIC PAY PHONE**

There is a public pay phone available for public use and is located off the main passage to the Lower Hall.

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## **PARKING**

Please park in designated bays. The undercover area is a drop off zone only and must remain clear at all times for emergency vehicle access. Blocking access, storing materials, erecting structures and obstructing parking bays in the QEII Centre carpark is not permitted.

## **SMOKING AND SUBSTANCE ABUSE**

The QEII Centre is a non-smoking venue. Smoking is prohibited anywhere within the Centre and within 5 metres from the entrance.

**On no account will substance abuse be permitted or tolerated at this venue. The hirer is deemed to have responsibility of patrons the hirer permits entry to the Centre and to ensure no illegal activity takes place.**

## **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 permit issued by the Geraldton Police Liquor Licencing branch. A copy of this permit 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 QE II Centre building.
- 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 behaviour by people attending your function.
- Hirer is required to produce this permit on request to a City Ranger or Police Officer.
- To protect the timber floors in the Centre the alcohol servery 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 Centre.
- All spills are to be wiped up immediately with a damp cold cloth or mop to minimize damage to the parquetry floor.

## **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 located in each area and will be demonstrated. It is recommended that the hirer make all necessary arrangements for the provision of first aid to patrons.

**Note:** An Oxyport tank is available and located on the wall next to the lounge door. This is to be used by a qualified senior first aid person only.

## **EMERGENCY**

A safety warden badge is available, which the hirer's appointed safety warden may wear at the event. 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.

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Please return the warden badge with the Centre keys. A \$15 fee per badge will be deducted from the bond if badges are lost or not returned.

**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.**

## SECURITY

The QEII Centre is monitored and armed at all times (24/7) and therefore requires deactivation on occupation.

### ALARM DEACTIVATION AND REARMING:

- **Normal Office Hours:** Monday to Friday 8.30am to 5.00pm

During normal office hours the security system is deactivated and armed by the Centre Booking Officer.

- **Out of Office Hours:** Monday to Friday before 8.00am and after 4.30pm and weekends

The hirer's ARP will be inducted to deactivate and reactivate the security system for the period of the booking. This will require the hirer to arrange a time with the Centre Booking Officer to collect keys and be inducted on the operation of the security system.

**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. Keys and badges must be returned as soon as possible after an event. Should keys and badges not be returned within 14 days of an event the bond will automatically be forfeited.**

- **Late Access Arrangements:** Beyond 10.00pm from Sunday – Thursday or 12.00 midnight on Friday will require **prior arrangement with security**. If appropriate security arrangements 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 automatically 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 that 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 that 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.

## ADDITIONAL SECURITY SERVICES

If the hire use is for a large gathering of people or alcohol is being served or sold, the hirer is required to provide appropriate security services to **the satisfaction of the City**, during the period of hire.

## FEES AND BOND

The bond is required to be paid along with hire fees, 30 days before an event. Any breach of hire conditions or damages/additional cleaning required will be recovered from the bond. Any damages incurred in excess of a hirer's bond will be recovered within the provisions of law. A **bond release form** will be signed by the Centre Booking Officer subject to a clear final inspection or on default, the settlement of accounts payable for restoration works.

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## INSURANCE

**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, including reference to the City of Greater Geraldton as an interested party.

**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 of any facilities owned by WA Councils Casual Hirers insurance and will not be required to provide a Certificate of Currency.

## LIABILITY

In addition to any breach of hire condition or damage to the Centre, its fixtures or fittings, users are liable for any loss or damage to equipment. Please report any breakage to the Centre Booking Officer.

## 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.

_____	_____	_____
<b>HIRER NAME (PRINT)</b>	<b>SIGNED</b>	<b>DATE</b>
_____	_____	_____
<b>BOOKING OFFICER NAME (PRINT)</b>	<b>SIGNED</b>	<b>DATE</b>

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