

# CASUAL HIRE AGREEMENT



SHIRE OF  
**WANDERING**



Please complete and sign the following forms in order to confirm your booking. All bonds and fees must be paid in order for the code to be issued. By signing this form you are agreeing to the terms and conditions of use.

Details of Applicant/Hirer		
Name of Applicant:		
Email:		
Address:		
Phone:	Mobile:	
Details of Activity to be Carried out at Shire Facility		
Facility to be hired:	<input type="checkbox"/> Community Centre incl all facilities	<input type="checkbox"/> Community Centre Foyer only
	<input type="checkbox"/> Community Centre Foyer & Kitchen	<input type="checkbox"/> Community Centre Oval only
	<input type="checkbox"/> Community Centre Tennis Courts	<input type="checkbox"/> Community Centre Bowling Greens
	<input type="checkbox"/> Cheetanning St Oval	
	<input type="checkbox"/> Council Chambers	
Date or recurrence of hire:	From: _____ To: _____	
Time Required:	From: _____ To: _____	
Type of Activity:	<input type="checkbox"/> Not for Profit <input type="checkbox"/> Private/Party <input type="checkbox"/> Commercial <input type="checkbox"/> Training <input type="checkbox"/> Local Group <input type="checkbox"/> School <input type="checkbox"/> Fundraising <input type="checkbox"/> Other:	
Purpose of Activity:		
Details of Payment (Please Tick the Method of Payment)		
Please be aware that all hire fees and bonds must be paid in full before your booking of the facility can be confirmed.		
<ul style="list-style-type: none"> <li>Bond Fee is required for all bookings. Please contact the Shire for the amount.</li> </ul>		
<b>Bank Details:</b> Account Name: Shire of Wandering BSB: 306-027 Account Number: 289133 Reference: Name or Group		
<input type="checkbox"/> Cash	<input type="checkbox"/> Cheque <input type="checkbox"/> EFTPOS <input type="checkbox"/> Direct Deposit (see above)	
Return of Bond		
All bonds are refunded by <b>method of payment</b> to the person listed below. Bonds will be refunded after conditions of use have been met. (Cash will be refunded by EFT)		
Account Name:	BSB: _____ Account Number: _____	
To ensure return of Bond:		
<ul style="list-style-type: none"> <li>The facility, and its immediate surroundings, must be left in a clean and undamaged state. (Refer to conditions of use checklist).</li> <li>Any costs incurred due to cleaning, repairs, damages, and/or replacement of lost/broken items will be invoiced directly to hirer.</li> </ul>		
Certification of Agreement and Understanding		
I _____ hereby understand and agree to the terms and conditions of hiring the Shire of Wandering facility.		
Signature of Hirer:	Date: _____	
Office Use Only		
Hire Fee Amount:	<input type="checkbox"/> Cash <input type="checkbox"/> Cheque <input type="checkbox"/> EFTPOS <input type="checkbox"/> Direct Deposit	
Bond Amount:	<input type="checkbox"/> Cash <input type="checkbox"/> Cheque <input type="checkbox"/> EFTPOS <input type="checkbox"/> Direct Deposit	
Central Records Ref:	<input type="checkbox"/> N&A Updated <input type="checkbox"/> Added to Shire Calendar <input type="checkbox"/> Finance Officer Notified	
Name:	Date: _____	

## CASUAL HIRE AGREEMENT (GENERAL TERMS)

The Shire of Wandering currently hires out the following facilities:

- Community Centre
  - Community Centre incl all facilities
  - Foyer only
  - Foyer and Kitchen
  - Community Centre Oval only
  - Tennis Courts
  - Bowling Greens
- Council Chambers
- Cheetanning Street Oval (excluding caravan park area)

### COMMUNITY CENTRE OVAL & CHEETANNING STREET OVAL

- No pointed objects of any type are to be driven into the surface of any sport ground/reserve. Alternative anchorage methods for stabilising temporary structures are to be used.
- Sprinklers or underground services to ovals/reserves are not to be removed or damaged.
- No vehicle access or parking on reserves is permitted (unless otherwise approved by the Shire prior to your event).
- Hirer is responsible for the line marking of the sports grounds. Water based PVA paint should be used for all ground marking. No lime, creosote, kerosene or herbicides such as roundup (glyphosate) are to be used for the reserve marking.
- All use of the grounds/reserve, change rooms, and floodlighting shall cease by 10pm, unless otherwise determined by the Shire.

This service aims to foster the development of the community and meet their needs for well-resourced spaces to meet and conduct activities. The Shire of Wandering owns and administers these facilities which are available for casual hire by community groups, businesses and local residents for recreation, functions, arts and culture and meetings.

To ensure that the facility is suitably maintained at all times, we require hirers to read, understand and action as required, the General Terms of this agreement.

### GENERAL

The Shire of Wandering must be informed of the purpose for which any area is to be used at the time the booking is made. Hirers shall conduct and manage the function in a proper, orderly and lawful manner and shall not permit any act, or anything which may negatively impact the reputation of the Shire of Wandering. The Shire of Wandering reserves the right to refuse any booking without the necessity to give reasons for such refusal to the Hirer.

The hirer must be a responsible person, eighteen(18) years or older who will be held liable to the Shire for the cost of the repair of any damage to any part of the building premises, fitting, furniture, appliances or fixings during the term of the hirer's activity. The Hirer shall only be permitted to use the part of the building hired and use only the furniture and equipment agreed to by the Shire of Wandering.

The Hirer on the Application Form should not use the building for any purpose other than that applied for. It is the responsibility of the Hirer to see that its clients / customers understand and adhere to these conditions.

### BOOKINGS

For the booking request to be confirmed by the Shire of Wandering, a copy of the hirer's current certificate of Public Liability insurance (where applicable), together with full payment of the hire fees [where required] must be received within five (5) business days of the date of acknowledgement.

### CANCELLATION

In the event a Hirer cancels a confirmed booking, all monies paid in advance will be refunded except when the cancellation is made within 48 hours of the event, in which case 50% of the booking fee will be held as a cancellation fee. Please note that should the booking be cancelled by COVID-19 restrictions imposed by the State Government; all fees will be refunded.

## **PAYMENT**

Unless otherwise agreed to by the Shire of Wandering, full payment of hire fees must be forwarded to the Shire of Wandering on confirmation of the booking. Payment may be made by EFTPOS, cash cheque (payable to the "Shire of Wandering") and Direct Deposit. EFTPOS payments may be made by telephoning the Shire office on 08 9884 1056 (9:00am to 4.30pm weekdays).

Purchase orders will be accepted from government departments and businesses for the hire fees on confirmation of booking. An invoice for the hire fees will be sent upon receipt of the purchase order.

## **BOND**

Hirers must pay a bond prior to the use of the facility and once the terms of the hire have ended to the bond may be refunded provided the area/equipment used is left in an undamaged, clean and tidy condition and the key is returned (if applicable).

If any additional cleaning, repair or replacement is required due to damage or missing/stolen items, then part or whole of the bond will be retained and any costs over and above the bond will be incurred by the Hirer. The Bond will be held by the Shire until any dispute (if any should arise) has been resolved.

## **SECURITY**

The Hirer is responsible for securing the premises and ensuring that all lights and appliances are turned off, and all external doors are locked. In the event the Hirer does not properly secure the building any costs to recover security call out charges, repair to damaged items or replacement of stolen items will be borne by the Hirer. If security staff are required for any function the costs of such a service will be the responsibility of the Hirer.

## **DAMAGE TO BUILDING & EQUIPMENT**

The Hirer is responsible for any damage or loss to the building, equipment or collection that may occur while the facility is under hire and undertakes to promptly compensate the Shire of Wandering upon request should damage occur. Also refer to "Security".

## **USE OF EQUIPMENT**

Information on the equipment available in each facility is available from the Shire office upon booking and is available without extra charge. If additional equipment is required please enquire at the time of booking whether this is available. If not, the Hirer must obtain the equipment at their own cost.

Hirers are required to supply their own stationery and consumables, including pens and paper.

## **ROOM SET UPS & FURNITURE**

The Hirer is to set up and pack up the space/s as required.

## **KITCHEN FACILITIES & CATERING**

Hirers using the kitchen facilities must supply their own tea towels, food and beverages.

Crockery, cutlery and glassware are available at each venue at no extra charge. An additional fee for cleaning will apply if the following guidelines are not adhered to.

- Kitchens are to be left clean and tidy with all bench tops wiped down; and
- All dishes must be washed, dried and returned to the area they were removed from.

Permits may be required for the preparation, handling, storage and cooking of food and beverages intended for sale. Applications to operate a temporary food stall need to be completed and approved prior to the event. Information and applications can be obtained from the Shire on 9884 1056, or from the Shire of Wandering Website: <http://www.wandering.wa.gov.au/>

## **NOISE LEVELS**

In accordance with the Environmental Protection (Noise) Regulations 1997, noise must be kept to a minimum between 10pm and 7am Monday to Saturday, and between 10pm and 9am Sundays and public holidays.

- All live, recorded or amplified music or entertainment must not proceed past midnight (unless prior approval in writing has been obtained from the Shire).
- If the event will affect nearby residents (noise, traffic, parking) the Hirer is required to notify affected residents a minimum of 7 days prior.



- Should a Shire of Wandering Employee be called out as a result of the Hirer's non-compliance with any condition of hire, a call-out fee will be deducted from the bond. The Employee shall have the authority to terminate the hire arrangement forthwith in the event of non-compliance if in the Employees reasonable opinion, it is likely to continue.
- The hirer shall be responsible for the conduct of patrons at the event, and is responsible for ensuring that patrons leave the facility by midnight or at the conclusion of the event, whichever is earlier

#### **EVACUATION PLANS**

Evacuation plans are available upon request for each facility.

#### **DISPLAYS, SIGNAGE & DECORATIONS**

The Hirer may not affix anything, including signage, decorations or paper, to any surface of the facility without the prior approval of the Shire.

The Hirer shall be responsible for the provision, placement, use, removal and storage of portable signage or structures. All portable/temporary structures are to be approved by the Shire and removed after each period of hire.

#### **DELIVERIES, STORAGE & REMOVAL**

All facilities have very limited space for storage. The Shire of Wandering will not accept liability for any damage or loss to goods left or stored in the facility prior to, during or after an event.

#### **SMOKING**

The Shire of Wandering has a Smoke Free Policy and smoking is not permitted inside the facility or anywhere on the grounds.

#### **PARKING**

On and off-street parking is available at the premises. All parking is to be in accordance with the relevant by-laws and road rules.

#### **DISCLAIMER**

It is a condition of booking that all hirers conform to directions issued to them by Shire of Wandering staff. The Shire of Wandering, its employees, servants and agents, shall not be held responsible for any loss, damage or injury (fatal or otherwise), whether to property or person, how so ever suffered the hirer.

#### **INSURANCE**

The Shire of Wandering reserves the right to determine if the Hirer must affect and maintain for the period of the hire, a policy of insurance for public liability.

If it is determined by the Shire of Wandering that the Hirer shall affect a public liability policy, the Hirer must maintain the policy for the full period of the hire. The policy of insurance must not be less than Ten Million Dollars (\$10,000,000) in respect of any one claim. The Hirer is required to produce Certificates of Currency to the Shire of Wandering up on confirmation of the booking.

It is at the Shire of Wandering's discretion if a higher amount of public liability insurance is required. The Shire of Wandering reserves the right to request a higher amount of cover depending on the circumstance of the hire.

#### **EMERGENCY CONTACT NUMBERS**

- Emergencies - 000
- Works Manager - 0403 110 833

**CONDITIONS OF USE / CHECKLIST**

<input type="checkbox"/> No smoking in any part of the building or grounds.
<input type="checkbox"/> Facility to be left clean and tidy as it was found.
<input type="checkbox"/> Floors cleaned and benches wiped.
<input type="checkbox"/> Empty all bins into the outside bins.
<input type="checkbox"/> Kitchen areas are to be left clean and tidy.
<input type="checkbox"/> Ablution areas are to be left clean and tidy.
<input type="checkbox"/> Ensure all doors / windows are locked.
<input type="checkbox"/> Ensure all heaters / fans / lights / fridges / stoves / etc are turned off prior to leaving the facility.
<input type="checkbox"/> Ensure Key is placed back into the lockbox located outside of the front entrance.

An **inspection** of the venue will take place after your hire. It is **your responsibility** to ensure that the conditions outlined above are adhered to.

**Please note:** if any of the above conditions need to be completed by a cleaner, the Shire may request that the hirer reimburse any cleaning costs.

