



Dampier Community Hub Permanent Venue Hire Annual Application

APPLICANT DETAILS

Organisation	_____
Applicant's Name	_____
Applicant's Position	_____
Postal Address	_____
Email	_____
Phone	_____

BOOKING DETAILS

Purpose of booking	_____				
Booking start date	_____	Booking end date	_____		
Exclusion dates (eg holidays)	_____				
Facility requested	Main Hall	Lesser Hall	MPR 1	MPR 2	Other _____
Have you used this facility before	Yes	No	Number attending _____		
Food consumption	Yes	No			
Alcohol consumption	Yes*	No	* Please submit an 'Application to Consume Alcohol' form.		

Booking Dates & Times

Day(s) Requested	Facility Requested	Start time (incl set up)	Finish time (incl pack up)

Note: all items are the Hirer's responsibility and are to be set up/packed away by the Hirer within the booking time.

EQUIPMENT USE

Please indicate if you wish to use any of the following equipment (some charges apply):

Main Hall

- Data projection screen
- Sound system
- Microphone
- Stage
- Stage lighting (professional use only)
- Piano (professional use only)
- Tables Qty _____
- Chairs Qty _____
- Round tables Qty _____ \$10ea extra

Lesser Hall

- Tables Qty _____
- Chairs Qty _____

Multipurpose Rooms 1 & 2

- Standalone data projection screen \$50 extra
- Tables Qty _____
- Chairs Qty _____
- Kitchen
- Whiteboard
- Flipchart stand (paper not supplied)

Hall Kitchen

- Grill & oven
- Fridge
- Microwave
- Hot water urn

Additional information:

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BOOKING GUIDELINES AND PROCEDURES

1. This form is an **application only**, bookings will be confirmed in writing if approved. Applicants must be 18 years or over. Applications must be submitted a minimum of 14 days prior to booking.
2. All bookings will attract a hire fee and bond, which are in accordance with those set by the facility owner and reviewed by the City of Karratha Council each financial year.
3. Hire fees are as stated in the 'DCA Schedule of Fees', with a minimum hire period of one hour and full day hire capped at 10 hours hire.
4. The bond amount will be determined once the booking has been confirmed. This can be up to \$10,000 and will be held until the completion of the hire agreement.
5. The applicant will be invoiced monthly, unless other arrangements have been made with the prior written approval of the DCA. Payments must be made by the due date on the invoice.
6. Bond amounts will be refunded to the applicant within 10 working days following the return of keys and upon confirmation that there has been no damage to the facility as a result of the booking.
7. A maximum of two (2) keys will be allocated to Permanent Hirers, who must sign a *Key Agreement*.
8. It is the Hirer's responsibility to provide current Public Liability insurance cover to the value of \$10,000,000. A certified copy of the Certificate of Insurance must accompany this application.

INDEMNITY AND DECLARATION

Upon acceptance of the hire, the Hirer undertakes to hold the Dampier Community Association (DCA) 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 facility, the property of the DCA or any third party, during all periods when such facility is on hire.

I _____ being the duly authorised representative of the applicant in endorsing this application accept full responsibility for the above booking and will ensure compliance with the above Booking Guidelines and Procedures, Conditions of Hire below and Local Laws.

Applicant Signature _____ Date _____

CONDITIONS OF HIRE

The Hirer acknowledges that a breach of these Conditions of Hire may result in the hire being cancelled with no notice period and without refunding any payments made and may also result in the Dampier Community Association (DCA) refusing to agree to any future hiring to the applicant, including any future confirmed bookings.

1. Booking Application

- 1.1. Usage of facilities managed by the Dampier Community Association (DCA) must be applied for in writing using the relevant *Venue Hire Application* form and the completed signed form(s) returned to the DCA, 3 High St DAMPIER WA 6713, or via admin@dampier.org.au, a minimum of 14 days prior to the date the booking is required.
- 1.2. These terms of hire are between the DCA and the applicant (the Hirer) as stated above in the Applicant section of this form. The Hirer is the applicant, unless the application is signed on behalf of an organisation, in which case that organisation shall be the Hirer and shall be jointly and severally liable with the person who signs the form.
- 1.3. Hire is for the specific period (the Hire Period) and for the specific facility as stated above in the Booking section of this form.
- 1.4. Hire only includes the use of the equipment as stated above in the Equipment section of this form.
- 1.5. All applicants must include set-up and clean-up times in their application.
- 1.6. Applications will only be accepted by persons aged 18 and above.
- 1.7. If using the facility for the purpose of hosting a major/special event, the Hirer is required to complete a *Community Sporting and Events Application* form available from the City of Karratha's Environmental Health Services.

2. Booking Confirmation

- 2.1. No booking is confirmed until a Confirmation Letter has been sent. Approval to use DCA managed facilities applies only to the times and dates outlined on the booking Confirmation Letter.
- 2.2. Under no circumstances will any functions be approved to extend beyond 12 Midnight.
- 2.3. The Hirer will be responsible for ensuring the use of the facility complies with the approved purpose and all other conditions.
- 2.4. Any Hirer granted approval to use a DCA managed facility is at no time permitted to sub-lease or make it available for hire to any other individual or group.
- 2.5. Unauthorised use or entry to a facility at any time without the prior written consent of the DCA may result in termination of further bookings and additional hire fees being charged.

3. Fees

- 3.1. Fees for hire of DCA managed facilities are as stated in the *DCA Schedule of Fees*, which are in accordance with those set by the facility owner, the City of Karratha, and reviewed each financial year by the City Council.
- 3.2. Hire fees must be paid seven (7) days prior to the booking date.

4. Bonds

- 4.1. Bonds for the hire of DCA managed facilities are in accordance with those set by the facility owner, the City of Karratha, and reviewed each financial year by the City Council.

- 4.2. Bonds must be paid seven (7) days prior to the booking date. Failure to pay the bond stipulated in the Confirmation Letter by the due date will render any booking or agreement void.
- 4.3. Bond money shall be fully refunded providing the facility is left in the condition in which it was hired, with no damage occurring to the facility and no extra maintenance or cleaning required. Failure to comply with the Conditions outlined in this document may result in the forfeiture of all or a portion of the bond and the DCA reserves its right to impose additional charges for cleaning and/or repair of damage required as a result of the booking.
- 4.4. Bond amounts will be refunded to the applicant within 10 working days following the return of keys and upon confirmation that there has been no damage to the facility as a result of the booking.

5. Booking Cancellation or Amendment

- 5.1. Cancellations of confirmed bookings will only be accepted in writing. No refund will be given where a confirmed booking is cancelled less than seven (7) days prior to the date of the booking.
- 5.2. Amendments to confirmed bookings will only be accepted in writing. In the case of Permanent Hirers, no alterations to bookings will be considered where a confirmed booking is amended less than 14 days prior to the date the change is to be effected.
- 5.3. On occasion, DCA managed facilities may host major events/functions on dates that may not have been finalised at the time of your booking. As such, some dates of your booking may become unavailable throughout the year. Only major bookings that have significant importance for the facility or the DCA would be considered and advance notice will be negotiated with you. Where possible the DCA will try to relocate your booking, however if unable to do so, your booking may be cancelled for that period.
- 5.4. In extreme and unavoidable circumstances, the DCA reserves the right to cancel any hiring without notice. In the event of a hiring being so cancelled any fees or bonds which have been paid will be refunded to the Hirer. The DCA shall not be held liable nor be required to pay compensation for any loss sustained as a result or in any way arising out of the cancellation of the hiring.

6. Keys

- 6.1. Keys must be signed for and obtained from the DCA during business hours on the day of, or one working day prior to, the confirmed booking date. If you cannot collect the key during these hours, alternative arrangements must be made with the DCA at least two (2) working days prior to the booking date.
- 6.2. Keys must be signed in and returned to the DCA on the same day or one (1) working day after the Hire Period. Failure to return keys may result in a \$250 FEE to change locks on the facility.
- 6.3. Keys will not be issued unless all fees and bonds associated with the booking are paid and the Terms and Conditions signed.

7. Insurance

- 7.1. The Hirer is responsible for organising any necessary insurances to cover all foreseeable risks and shall provide the details of such insurance to the DCA, including but not limited to, Public Liability Insurance.
- 7.2. Permanent Hirers of DCA managed facilities must have current insurance cover for Public Liability to the value of \$10,000,000 and must attach a certified copy of the Certificate of Insurance to their Permanent Venue Hire Application.
- 7.3. Failure to provide evidence of any necessary insurance will render any booking or agreement void.

8. Indemnity

- 8.1. Upon acceptance of the hire, the Hirer undertakes to hold the Dampier Community Association (DCA) indemnified against all claims, losses, actions, damages, costs (including legal costs) and expenses whatsoever arising out of or in connection with the hiring of the facility: Personal injury (including death or disease) to the Hirer or any invitee or third party unless and then only to the extent that the Hirer proves said injury was due to the negligence of the DCA; Loss of or damage to any property owned by the Hirer, the DCA or any third party; Breach or non-compliance with any statute or regulation or local law of any public, municipal or other authority.

9. Attendance/Alcohol/Food/Smoking/Vehicles/Laws

- 9.1. Attendance numbers must not exceed the accommodation capacities determined by the Department of Health. In the event that such numbers are exceeded, the Hirer accepts full responsibility for repercussions such as the termination of their function. See the *Facility Information Guide* for relevant venue attendance capacities.
- 9.2. No alcohol is to be consumed in any DCA managed facility without an approval for alcohol consumption being obtained from the DCA via an *Application to Consume Alcohol* form (proof of age required).
- 9.3. If alcohol is being sold at the function or is included in the price of the admittance ticket, the Hirer must apply for a *Liquor Permit* with the Clerk of Courts. Allow 14 days for this process.
- 9.4. The Hirer must comply with provisions of the Liquor Licensing Act 1988 and all conditions as stated on the Approval for Alcohol Consumption section in the booking Confirmation Letter.
- 9.5. Alcohol consumption is restricted to indoor premises or within designated licensed areas and is not to be consumed outside of the facility. Alcohol is strictly prohibited on any public open space area.
- 9.6. If serving food, the Hirer must adhere to all applicable kitchen and food standard regulations.
- 9.7. If intending to sell food, the Hirer must apply for a *Stall Holders Permit* with the City of Karratha's Environmental Health Services.
- 9.8. Smoking is strictly prohibited in all DCA managed facilities. Smoking must be restricted to outdoor areas only and any discarded butts disposed of appropriately.
- 9.9. No vehicle is authorised to access any DCA managed facility without the prior written consent of the DCA.
- 9.10. The Hirer must comply with the provisions of all relevant State and Commonwealth legislation including but not limited to the Health Act, Liquor Act, Police Act, Criminal Code and the City of Karratha Local Laws.

10. Security/Call-outs

- 10.1. The Hirer shall ensure that all doors, windows and gates are locked at the completion of the booking. Failure to secure the premises may result in a call-out.
- 10.2. Should a DCA representative (DCA Rep) be called out on the request of the Hirer or as a result of the Hirer's non-compliance with any of these conditions, a call-out fee will be deducted from the bond. The minimum call-out fee is a three (3) hour applicable venue hire fee.
- 10.3. The DCA Rep shall have authority to terminate the hire arrangement forthwith in the event of non-compliance if in the reasonable opinion of the DCA Rep the breach is likely to continue.
- 10.4. The bond will be forfeited should a Police call-out be required and/or a noise abatement notice issued as a result of the Hirer's failure to comply with a noise warning.

11. End of Hire/Cleaning

- 11.1. The Hirer is responsible for securing all doors and locks, and ensuring that all internal lights, fans, equipment and air conditioning are switched off at the end of the Hire Period, unless otherwise advised.

- 11.2. The Hirer is responsible for leaving the facility in a clean and tidy condition at the end of the Hire Period. This includes, but is not limited to, ensuring floors are swept and mopped; benches, stoves, chairs and tables are wiped clean; chairs stacked no more than 10 high and tables folded and stored in their original position; all food scraps, rubbish, decorations and equipment are removed. Basic cleaning equipment is provided in all DCA managed facilities.
- 11.3. The Hirer is responsible for arranging and paying for any extra bins required for a large function.
- 11.4. All or part of the bond will be forfeited should contract cleaning be required as a result of your booking.

12. Damage

- 12.1. It is strictly forbidden to drive nails, tacks, screws or fix adhesive material, etc into or on any part of the facility or furniture.
- 12.2. The Hirer is responsible for ensuring that any notable damage is reported to the DCA prior to the Hire Period, as it will be deemed that this damage may have occurred during the course of your booking.
- 12.3. The Hirer is responsible for reporting to the DCA any damage or problems that occur during the Hire Period.
- 12.4. The Hirer is responsible for any breakage, damage or loss to DCA property or equipment or surrounding facilities, which occurs during the Hirer's use of the facility. The cost of repairing or replacing any breakage, damage or loss will be borne by the Hirer and will be deducted from the bond. In the event that costs to clean/repair any damage exceed the bond, the Hirer will be invoiced and this will be a debt due and owing to the DCA.

13. Safety

- 13.1. All electrical cords, fittings, switches and other electrical appliances used by the Hirer must comply with the appropriate Australian Standards and display a current electrical test tag.
- 13.2. The Hirer is responsible for the actions and for the behaviour of all persons using the premises during the Hire Period whether or not those persons are using the premises at the express invitation of the Hirer. The Hirer shall ensure that each person using the premises during the Hire Period maintains a reasonable standard of behaviour.
- 13.3. The Hirer must inform the DCA in writing within 24 hours of the incident, of any injury sustained by any person on the facility during the Hire Period. Any further information required by the DCA must be made available on request.
- 13.4. The Hirer must maintain safe entry and exit from the facility and provide and maintain clear access for emergency vehicles and service vehicles.

14. Advertising/Signage/Storage

- 14.1. The Hirer must not advertise their private function/party by any medium including fliers, newspapers, posters, social media or the Internet without the prior written approval of the DCA.
- 14.2. The Hirer must not erect any signage at a DCA managed facility without the prior written approval of the DCA.
- 14.3. Permanent Hirers are not permitted to store equipment in a DCA managed facility without prior written approval of the DCA.
- 14.4. All property of the Hirer must be removed from the facility at the end of the Hire Period. Any items left by the Hirer at the facility run the risk of being utilised by other parties. The DCA accepts no responsibility for use, damage or theft of these items.
- 14.5. A Hirer may not use equipment belonging to another Hirer/Group, without written consent of that Hirer/Group and the Hirer shall be fully liable for any loss or damage occurring to such equipment whilst under his/her jurisdiction.

15. Emergency/Cyclone Procedures

- 15.1. In the event of an emergency the Hirer shall follow the Emergency Plan on display at the facility. This plan shows the location of fire extinguishers and exits, the evacuation routes and the muster point.
- 15.2. Upon a Yellow Cyclone Alert being called all hire shall be immediately cancelled and the facility will be closed. The facility shall remain closed to all hire until such time as the DCA has ensured the safety of the facility subsequent to the 'all clear with caution' being given.

16. Special Conditions

- 16.1. The Hirer acknowledges that any special conditions set out in the booking Confirmation Letter shall apply and be incorporated in this agreement. In the event of any conflict between these conditions and the special conditions, the latter shall take priority.

OFFICE USE ONLY

Application approved Application not approved
Insurance Certificate provided

Authorised by _____ Signed _____