
PINEY LAKES ENVIRONMENTAL EDUCATION CENTRE

CONDITIONS OF HIRE:

All potential hirers must familiarise themselves with these conditions at the time of making an application for hire of the venue. If intended use of the venue is in conflict with any of these conditions, the hirer risks immediate cancellation of booking and/or levy of penalty fees.

Venue and booking enquiries can be made to the Facilities Support Officer at the Piney Lakes Environmental Education Centre between 9.30am – 3.00pm Monday to Friday on (08) 9364 0791.

Applications for hire of the Piney Lakes Environmental Education Centre (hereafter referred to as the 'Centre') including furniture and property shall be made directly to the Facilities Support Officer at the Centre. Applications can be made in person at the Centre between 9.30am and 3.00pm weekdays or by telephone or email.

Applicants need to be aware that the Centre is a unique building designed to raise awareness of sustainable building design and living practices. As such:

- The Centre is not connected to grid power, mains water or mains sewage;
- The building **does not** feature conventional air-conditioning and is designed to maintain room temperature between eighteen (18) and twenty six (26) degrees Celsius through solar passive design and associated systems; and,
- Power production at the venue is finite and a maximum of 12kW (12 000 Watts) of renewable power is available.

Appliances and other electrical equipment must be used conservatively at the Centre and hirers must be mindful not to exceed the building's available power supply. Failure to do so may result in power failure ('blackout').

All proposed appliance use must be discussed with Centre staff at the time of making an application for hire to ensure compatibility with venue power supply. Please be aware that many common appliances (including amplifiers, bain maries and urns) have high-energy requirements and their use at the venue may be limited.

In the event of any breakdown of services, utilities etc, no responsibility will be accepted by the Council, but the Council undertakes to exercise reasonable care and precaution in this regard.

The fees for the hire of the Centre rooms, furniture and property shall be at the rates as fixed by the Council and included in the Fees & Charges Manual. These rates apply to hire during business hours only, being 8.00am to 5.00pm, Monday to Friday (excluding Public Holidays).

Should after hours hire be required, the hirer is responsible for payment of all after hours venue support and service fees. These fees include:

- Service fee of sixty dollars (\$60.00) per half day (up to five (5) hours) of booked time; and,
- Community Security Service fees of fifty dollars (\$50.00) for open and/or close of the Centre (charges apply per attendance, which is one hundred dollars (\$100.00) in total for an open and close of the Centre outside of business hours).

Hirers requesting use of the Centre outside of business hours are required to undertake a site induction to cover safety, security and venue procedures. Arrangements must be made with the Facilities Support Officer, to attend the centre at least one week prior to the date of hire.

In the event that a particular group is authorised to hold venue keys and alarm codes to allow access to the Centre, only persons registered with the Centre are authorised to access (unlock/lock) the venue and de-activate/activate the building alarm. No other persons are to access the venue unless this has been pre-arranged and authorised by Centre staff. The Facilities Support Officer at the Centre must be informed of any intended use of the building, prior to arriving.

Commercial hirers will be required to submit within seven (7) days after the function a Statutory Declaration showing the total amount of gross income. The bond deposit will not be refundable until this requirement is met and the necessary hire charges are paid.

Venue hire fees shall be invoiced for payment following completion of the function or as arranged with Centre staff. Hire charges must be paid within thirty (30) days of the date of the invoice.

In the case of a cancellation the hirer will be required to pay an administration fee of forty dollars (\$40.00) if the advice of cancellation is not given at least fourteen (14) days prior to the date of the function.

One (1) hour free of charge is granted immediately prior to a function to allow hirers to set up the venue. If more than one (1) hour is required for set up, this must be booked and a further charge will be made on a half hourly basis for such extended time. Access to the centre is granted from 8.00am Monday – Friday, however if the hirer requires earlier access, a Security Service Fee of \$50.00 is levied to cover the attendance by the Security Service.

Two function rooms are available for hire at the Centre and unless both rooms are hired, the hirer may be sharing the venue with another group. In this instance, please show consideration for other users of the venue.

Centre hirers are required to make their own arrangements regarding catering, but the Council reserves the right to refuse admission to the Centre to a caterer who has been advised by the Council that the facilities are not available to them.

Persons responsible for hiring the centre **must ensure** that the areas used are left in the same condition as they were found. If additional cleaning of the Centre is required following a function, a cleaning service fee of sixty dollars (\$60.00) per hour will be charged.

The Centre provides crockery (160mm plates, cups, saucers, mugs and spoons), low-energy thermal pots and urns for use by hirers. These items are all included in the hire charges, but must be cleaned and returned to the appropriate cupboards by the responsible hirer.

Any extra crockery, glassware, table linen, tables, chairs or other equipment required is to be arranged by the hirer or hirer's caterer.

Should any hirer not completely vacate the premises within one (1) hour after the booked time of hire, a further charge will be made on a half hourly basis for such extended time.

On completion of the function, the hirer must ensure that all rubbish is removed from the Centre and that food scraps and other green waste is not left in any of the internal bins. Rubbish bins are conveniently located, outside the back and front doors of the centre and all rubbish must be placed into these bins.

On completion of the function, the hirer must ensure that furniture is returned to the position in which it was found. Chairs and tables are **not to be** stacked in rooms.

If it is not possible to remove equipment following a night function, arrangements must be discussed with Centre staff. A further charge may be made on a half hourly basis for extended time required to remove equipment or materials the premises.

The deadline for evening functions at the Centre is ten (10) pm with eleven (11) pm for clean up time. This is to ensure minimal disturbance to surrounding residents and maintain integrity of power supply. All late to close requests must be organised with the Facilities Support Officer at the Centre at the time of booking.

The Council reserves the right to refuse to let the Centre to an applicant for hire, without assigning any reason for such refusal.

The Council reserves the right to offer the venue at a reduced hire charge or free of hire charges, without assigning any reason for such an offer.

The Council may at any time cancel any agreement for hiring of the Centre. Such action would only be taken in the event of extreme necessity: notice of cancellation would be given at the earliest possible date, and any amount paid by way of deposit and/or hire charge refunded.

The number of persons attending the function shall be the number as nominated and recorded by Centre staff. In no circumstances shall the number of persons on the premises exceed the total number permitted for that type of function in the particular premises concerned.

Licensed maximum occupancy* of Centre premises is:

- Eighty five (85) people in the Rotary Room;
- Seventy five (75) people in the Lotteries room;
- Thirty five (35) people in the Laboratory.
- One hundred and fifty (150) people in the whole venue.

* Please note that numbers are inclusive of all persons on the premises including hirer, other staff, etc.

In the event of two or more applications being received for hire of the Centre or rooms for the same time and date, the Council may, without considering any priority of application, determine to which applicant the hiring shall be granted.

When considered desirable by the Chief Executive Officer, a Special Police Constable/Security guard may be requested to be employed for the duration of the function. The hiring of the Security guard is the responsibility of the hirer and the cost will be met by the hirer. Documented proof of the hiring of the guard is required.

The hirer of the Centre shall comply with the provisions of the Health Act, and any other relevant Act in force for the time being applicable to such hiring of buildings. If in the opinion of the Council or a duly Authorised Officer of the Council all necessary actions have not been taken to comply with the statutory requirements, the Council or duly Authorised Officer may, prior to or during the function, forbid or prevent the continuing use of the Centre.

In the event of the use of the Centre being forbidden or prevented under the preceding clause, the hirer shall be invoiced for all amounts for the hire as if the hiring had been fulfilled and the Council shall not be responsible to the hirer for any loss or damage incurred by the hirer.

No drawing pins, metal fasteners, hooks, screws, adhesive tape, blutack or other fixing device (such as glue) may be used on any woodwork or walls on any part of the building, furniture or fixtures. Should the hirer be found to have used prohibited fasteners, a surcharge of sixty dollars (\$60.00) will be levied to cover removal costs.

No person shall in any way damage, mark or deface any wall, door, furnishing or fixture which forms part of the Centre or immediate surrounds.

Parking at the venue is allowed in marked bays only. Vehicles are not to be parked on the turning circle outside the building or on the edge of the access roadway.

The turning circle and driveway must remain clear at all times to ensure complete access to emergency vehicles. Vehicles must not enter the access road to the south of the Centre unless authorized to do so.

Under no circumstances is confetti or similar material permitted to be thrown in or around the premises.

All hirers are required to have Public Liability Insurance to cover the function and this documentation must be returned with confirmation of booking application. Bookings are not confirmed until all documents are received.

Smoking is not permitted within the confines of any building under the care, control and management of the Council. (Council Resolution adopted 25 July 1989). It is requested that smoking not take place within the grounds of the venue.

The hirer may, with the express permission of the Council or a duly authorised Officer of the Council, relocate plant, furniture or equipment to the immediate precincts of the Centre. If this is required please speak with Centre staff prior to booking date.

No liquor as defined in the Liquor Licensing Act 1988 shall be brought into or consumed in any portion of the Centre or property without a "Permit to Consume Liquor" having been issued by the City of Melville. No liquor is to be sold without the hirer applying in writing for permission to sell liquor and approval of the appropriate licence being given by the City of Melville. Licences must be available for inspection during the event if requested.

Any authorised representatives of the City of Melville shall at any time be permitted free access to the Centre and shall be given every facility for the enforcing of these conditions.

The hirer shall assume responsibility for the Centre and its contents on the date of such hire, at all times after the initial opening time as required by the hirer. The building must not be left unattended within an approved hire period.

The nominated hirer who has applied for the use of the Centre is solely responsible for the conduct of all persons and any event or happening at the facility for the duration of the hiring period.

No offensive impersonations or anything deemed likely to produce disturbance, riot or breach of the peace shall be permitted within the Centre. The hirer shall maintain good order and behaviour within the property and shall be solely responsible for compliance with these conditions and for meeting the costs of any damages or loss of equipment.

The hirer shall indemnify and keep indemnified the Council for any claim or demand arising from or in relation to the hire or use of the facility and which is caused or significantly contributed to by their negligence.

The indemnity referred to is effective notwithstanding that the party claiming the loss, damage, charge, liability, outgoing, payment, expense or cost may not have been at or on the facility by the invitation or knowledge of the hirer.

The hirer shall not commence any action, notice, demand, proceeding or make any claim of whatsoever nature against or to the Council and shall not hold the Council liable for any loss, damage, charge, liability, outgoing, payment, cost or expense in relation to the hire or use of the facility.

The hirer acknowledges that the insurance, if any, of the Council in relation to the facility or otherwise may not be sufficient to protect either the Council, the hirer or any other person in relation to any act, omission, conduct, happening or event at the facility for the duration of the hire period or at any other time.

At the discretion of Centre staff, a bond of two hundred and fifty dollars (\$250.00) must be lodged as a guarantee that the Centre, kitchen and equipment will be left clean and tidy and in an undamaged condition. The bond will be refunded subject to compliance with all the conditions listed herein.