

## Conditions of Hire – Civic Centre Main Hall

### Conditions of Hire

These terms and conditions apply specifically to the Hirer and the operations at the mentioned authorised location/s.

The Hirer will conduct the permitted activity in accordance with the application submitted to the City of Melville.

**These Conditions of Hire are written in accordance with the Local Government Property Local Law 2010. All local laws are available for viewing on our website [www.melvillecity.com.au](http://www.melvillecity.com.au)**

### Hire Application

1. An Application for Hire of City of Melville venues (including property), shall be made to the City of Melville on the prescribed form.
2. The specified hire times must include setting up time, which is to occur directly prior to the function. One hour free of charge packing up time is granted immediately after the function finishing time. During this time all equipment is to be removed from the venue, chairs and tables packed away, floor swept and venue (including toilets, kitchen and bar area) brought back to a clean standard by the hirer. If extra pack up time is required this must be included in the booking times and will be charged at the venue hire fee.
3. The City of Melville reserves the right to refuse or cancel the hire of a venue to an applicant without assigning any reason for refusal.
4. Applications for 18<sup>th</sup> or 21<sup>st</sup> birthday parties or celebrations will not be accepted.
5. A cancellation must be received, in writing, no less than 7 days prior to the booking date. The hire fee (minus the Administration Fee) may be refunded.
6. A bond must be paid for the venue or for the issuing of a key (e.g gate, bollard, toilet). The bond will be refunded subject to compliance with all the conditions. If the cost of repairing damages, or cleaning exceeds the bond amount, the Hirer will be charged the additional costs.
7. This application does not constitute approval for the use of external areas of a venue/building. If external areas are required, it must be clearly indicated on the application. Separate fees may apply.

### Permit/ Approval Requirements

To satisfy and maintain an approved booking/permit, Hirers:

1. Can only operate in the venue and at the times specified by the City of Melville in the approval.
2. Shall comply with directions requested by City of Melville: Rangers, Community Safety and Security

Officers, Reserve Coordinators or other authorised Council officers.

3. Shall abide by all **Local Laws relating to Parking 2016**, unless otherwise specified in the approval.
4. Shall carry the issued approval/permit at all times whilst on site.
5. Acknowledge that the approval/permit is issued to an individual without a right of assignment of the approval/permit unless approved by the City of Melville in accordance with this Condition of Hire.
6. Shall pay all statutory fees in advance as required.
7. Acknowledge that the City of Melville reserves the right to conduct unannounced visits at any time.
8. The Hirer is responsible for obtaining the appropriate licence/s if music is going to be used during the booking. Please contact Phonographic Performance Company of Australia (PPCA) and the Australasian Performing Right Association (APRA) for more information.
9. The Hirer may be asked to provide a special constable/security guard at their expense for the duration of the permit/approval.
10. The number of people attending the booking shall not exceed the maximum accommodation number or the number approved on the booking approval.

### Conducting of Activities and Care for Venue Condition and Other Users

The Hirer:

11. Shall always conduct themselves in a proper and orderly manner and be considerate to other users and adjacent residents when conducting activities.
12. Is responsible for the conduct of all persons and any event or happening at the facility for the duration of the hiring period.
13. The Hirer acknowledges and accepts that in the event the permitted activity causes undue interference or disturbance to others the City of Melville reserves the right to:
  - 13.1. Add, delete or alter any conditions indorsed upon or attached to the approval
  - 13.2. Suspend the approval
  - 13.3. Cancel the approval or agreement for hire
14. Shall ensure that the area is maintained in a clean and tidy condition during and after use.
15. Shall ensure that the activities do not damage, mark or deface any fixture which forms part of the hired space or surrounds.
16. Shall assume responsibility for the venue and its contents during the agreed approval date and times.
17. Shall hold the appropriate liquor licence if alcohol is consumed during the booking.

### Equipment

Hirers (and their Participants):



18. Shall not erect, hang or tie equipment from venue.
19. Shall ensure that any equipment used does not create any hazards or obstruction.
20. Are responsible for removal of all equipment from the site at the conclusion of each booking.
21. Will not hold the City of Melville liable in the event of a breakdown of services or utilities.
22. Shall ensure all electrical cords or appliances operating at the booking have current tags and are tested by a qualified electrician.

### **Liability and Certifications**

23. The Hirer must ensure that they have their own Public Liability insurance for a limit of no less than \$10,000,000 covering their liability in respect of:
  - 23.1. loss of, damage to, or loss of use of, any real personal property; and
  - 23.2. the bodily injury of or illness to, or death of, any person arising out of or in connection with the Hirers activity.
24. The City may request a copy of the Hirers Certificate of Currency as part of the application.
25. The Hirer agrees to indemnify and hold harmless the City of Melville against any loss, liability, damage, claims or demand arising from or in connection with the booking application or/and use of the facilities.
26. In cases where a Hirer employs an external party (e.g. caterer, marquee hire, amusement provider) to provide services on City of Melville land, the Hirer is required to obtain a current Certificate of Currency for Public Liability from the external party. The City may request a copy of the external

party's Certificate of Currency as part of the application.

### **Health and Safety**

Hirers:

27. Shall prior to commencing activities, inspect the immediate area to ensure no hazards are evident and take appropriate action to remove those hazards. Without undue delay, report to the City of Melville the hazard or any other hazardous matters observed during the booking that may require City of Melville's attention or the governing authority.
28. Are responsible for satisfying all occupational health and safety legislation and regulations.
29. Are responsible for providing all necessary first aid and/or rescue equipment as required for the relevant activity.
30. Are responsible for ensuring smoking does not take place in any enclosed areas, or within 5 meters of any entry way.
31. Are liable for any fees or levies required by other public authority or statutory body.

### **Notice of Breach**

31. If the Hirer fails to comply with any of these conditions or Local Laws, the City of Melville will then notify the Hirer.
32. Any non-compliance could result in permit/approval cancellation. All amounts paid will be forfeited and the City of Melville shall not be responsible for any loss or damage incurred.