

PINEY LAKES ENVIRONMENTAL EDUCATION CENTRE

555 Leach Highway, Winthrop WA 6150

Ph: 9364 0791

CONDITIONS OF HIRE

This document outlines the terms and guidelines for hiring at Piney Lakes Environmental Education Centre (herein referred to as “the Centre”). The Centre is a unique building designed to raise awareness of sustainable building design and living practices. It is important that the Centre is treated with utmost care and that all activities conducted within its premises align with these values. Please carefully read and familiarize yourself with the following conditions to ensure a smooth and successful hire experience.

1. General Conditions of Hire

The Centre is classified as a "**non-serviced**" facility. Therefore, it is the hirers responsibility to carefully read and comprehend the provided induction booklet and conditions of hire prior to your event.

The centre reserves the right to require an in-person induction prior to confirming a booking. Failure to complete the requested induction may lead to the cancellation of your booking.

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

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

All bookings are subject to bond charges, cancellation charges, cleaning levies and security charges.

All authorised representatives of the City of Melville shall, at any time be permitted access to the Centre and shall be given every resource for the enforcing of these conditions.

The hirer of the Centre shall comply with all conditions of hire and associated Acts. If in the opinion of the City’s representative, actions are contrary to the statutory requirements, the function will be cancelled. The hirer will be invoiced for all amounts, as if the hire had been fulfilled. The Council shall not be responsible for any loss or damage incurred by the hirer.

2. Code of Conduct

The person who has applied for and been given approval for the use of the Centre, is solely responsible for the conduct of all persons and any event at the venue for the duration of the hiring period.

In recognition of the multiple spaces available for hire within this Centre, we kindly request that all users demonstrate consideration for one another. It is important to be mindful that the Centre may occasionally be shared with children and other vulnerable groups. We encourage all users to be respectful, accommodating, and understanding towards others.

If the person making the booking application is acting as a booking agent and will not be attending the Centre on the day of the hire, that booking agent is responsible for notifying the Centre of the nominated person in attendance for the booking. The nominated person will be responsible for adhering to the Conditions of Hire during the booked 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.

3. Centre Availability and access

Our Centre is classified as a "**non-serviced**" facility. It is the hirers responsibility to carefully read and comprehend the provided induction booklet and attend an in-person induction prior to your event. The induction contains vital instructions on how to correctly access, utilize, and vacate the premises. Failure to adhere to these guidelines may lead to additional charges being incurred.

The Centre is available for bookings between 7:00am and 10:00pm, 7 days a week. The Centre is generally staffed on weekdays from 8:00am to 5:00pm (excluding public holidays). During these times limited assistance can be provided to hirers, given there is no interference with staff's primary work responsibilities. It is expected that, during staffed hours, the opening and closing of the Centre will be managed by City of Melville personnel as the default procedure.

Outside of staffed hours, it is the responsibility of the hirers to adhere to the procedures provided during the induction and induction booklet to contact local security services for the purpose of opening and closing the Centre. This service will incur a call-out fee.

Hirers are required to strictly adhere to the designated access hours: No entry is permitted before 7:00am and the premises must be vacated by 10:30pm. No exceptions will be allowed.

4. Cancellation of booking

All booking cancellations must be submitted in writing or completed through the designated channels provided by the booking site.

Hirers will be subject to a cancellation fee for any bookings that are cancelled within a period of three business days.

If deemed necessary, the City reserves the right to cancel any agreement for hire of the Centre. Such action would only be taken in the event of extreme necessity and notice of cancellation would be given as soon as possible.

5. Facilities hire/use

Hirers are required to conduct all activities within the rooms and spaces that have been specifically booked prior to their arrival. Hirers should refrain from using storage areas, break-out spaces, and refreshment areas without obtaining permission from the Centre staff.

To facilitate accessibility and safety requirements, hirers must keep shared spaces such as the front entrance, reception foyer, kitchen and back veranda accessible and unobstructed at all times. It is prohibited to block or impede these areas with tables, chairs, promotional material, or equipment.

In recognition of the multiple spaces available for hire within this Centre, we request that all users demonstrate consideration for one another. It is important to be mindful that the Centre may occasionally be shared with children and other vulnerable groups. We encourage all users to be respectful, accommodating, and understanding towards others.

6. Cleanliness and venue care

Our Centre is a showcase of sustainable design and contains environmentally friendly technology such as compostable toilets, water collection, solar panels and active nature restoration. Hirers are kindly advised to be mindful of these special facilities and treat them with the utmost care and consideration.

Rooms are to be returned to their original state as depicted in the provided diagrams available at the Centre and in the induction booklet. This includes putting away any additional chairs and tables, removing rubbish or group equipment, and turning off lights, air conditioning, and screens. In circumstances where the Centre staff deem it necessary, a cleaning fee may be charged to the hirer for inadequate cleaning.

All kitchen equipment and crockery should be cleaned and returned to their designated cupboards or loaded into the dishwasher. Please note that the dishwasher should be turned on only when it is full.

Bins at the Centre are categorized for general rubbish, recycling, and organic waste in line with FOGO. We kindly request all hirers to carefully follow these guidelines. Misuse of our bin system, leading to inconvenience for our staff, may result in an additional charge.

Our Centre provides separate flushing toilets and a long drop-style compostable toilet. Hirers are requested to adhere to the "PPP" rules: please only flush Pee, Poo, and Paper down the toilets. It is important to note that using chemicals in our toilets can disrupt the bacteria cycle and is strictly prohibited.

Bins are available for the disposal of sanitary products and nappies, and we kindly ask hirers to use them appropriately. Additionally, we encourage guests to be mindful of their water usage by utilising half flushes when applicable and keeping toilet lids closed. By following these guidelines, we collectively contribute to the efficient and eco-friendly use of our toilet facilities.

Confetti, rice, flower petals or similar material must not be thrown in or around the premises. All furniture provided is intended for indoor use only. The hirer may not relocate furniture or equipment outside of the Centre without permission.



7. Damage Liability

The venue reserves the right to invoice the hirer for the cost of repairing or replacing any damaged items or property.

The invoice for damage will be sent to the hirer within a reasonable timeframe after the event or booking has concluded.

The hirer agrees to promptly pay the invoiced amount for any damage caused, as per the terms specified in the invoice.

The hirer is encouraged to report any damages or issues to the venue staff immediately to prevent further damage or accidents and to allow for timely assessment and resolution.

By booking the venue, the hirer acknowledges and accepts the venue's right to invoice for damages and agrees to comply with the payment terms outlined in the invoice.

8. Fixtures and Fittings

Drawing pins, metal fasteners, hooks, screws, adhesive tape, glue, blu-tack or other fixing device must not be used on any woodwork, windows or walls on any part of the building, furniture or fixtures. Should the hirer damage any part of the building by using these fixing devices, additional costs will be incurred for removal or restoration.

Damage must not be sustained to any wall, door, window, furnishing or fixture which forms part of the Centre or the immediate surrounds. Additional costs will be incurred for restoration.

9. Electrical Equipment brought to the Centre

In line with our commitment to sustainability, we kindly request hirers to be mindful of their electrical usage while at the Centre. Please demonstrate thoughtfulness by turning off lights, minimizing the use of air conditioning, and being conscious of other power-consuming sources.

To ensure compatibility with our solar power supply all hirers are prohibited from using outside appliances without permission.

All electrical items brought into the Centre must be tested and tagged by a registered electrician. Such tagging will be undertaken in compliance with AS/NZS 3760 or other State requirements if this exceeds the standard. Tags will be checked prior to equipment being used and any items not appropriately tagged will not be permitted to be used at the Centre.

It is the responsibility of the hirer to ensure all Centre technical equipment is returned in good condition. Hirers may be held liable for the associated replacement or maintenance costs of any damaged equipment

The installed system is compatible with Microsoft operating systems. Specific adaptors, cables or connections for devices using Apple Operating Systems must be provided by the hirer.

10. Capacity of Building

The number of persons attending the function must not exceed the permitted capacity of the Centre (150).

Expected attendance must be nominated on booking. The Centre reserves the right to turn away unexpected additional guests to meet capacity limits.

Licensed maximum occupancy of the Centre premises is:

- 85 in the Marlak Room
- 75 in the Binjar Room
- 37 in the Ngoolark Room
- 25 in the Boodjar Room
- 150 total venue capacity*

*Please note total capacity is inclusive of all persons on the premises including Centre staff, hirer, catering personnel, presenters/facilitators and staff/volunteers assisting with the function.

11. Security Services

Hirers are provided with the contact information for local security services, whom they may call at any time during their event. Please note that calling the security services incurs a call out fee, which will be added to the hire charge.

Hirers who have bookings scheduled outside of our normal office hours will be subject to an additional callout fee. This fee covers the assistance provided by our CSS staff for the opening and closing of the centre during these non-standard hours.

Additionally, the Centre staff reserves the right to request the attendance of local security services without the prior approval of hirers, if deemed necessary. In such cases, a call out fee will be added to the hirer's charge.

12. Public Liability

Except for casual* hirers, all bookings 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:

- loss of, damage to, or loss of use of, any real personal property; and
- the bodily injury of or illness to, or death of, any person arising out of or in connection with the Hirers activity.

The Centre may request a copy of the Hirers Certificate of Currency as part of the application.

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.

* A Casual Hirer is any person or group of persons (not being a sporting body, club, association, corporation or incorporated body), who hires a Council facility for non-commercial or non-profit making purposes, less frequently than once per calendar month or twelve times per calendar year.

13. Fees and Charges

The Hire fees for the use of the venue, furniture and property shall be at the rates as fixed by the Council and included in the Fees & Charges Manual. Hourly rates and daily rates are offered. All invoices are prepared following the completion of the event. Hire charges must be paid within thirty (30) days of the date of the invoice.

14. Smoke Free Venue

Smoking is not permitted anywhere in this building or within the grounds of this venue. Open flames in any form e.g. candles, wax melts, oil burners and tea light candles **are not permitted in this venue.**

This condition does not apply to traditional smoking ceremonies, provided that the necessary permissions and facilities are obtained.

15. Parking

Parking at the venue is permitted in **marked bays only**. All parking conditions must be followed. Please always allow clear access for all emergency vehicles and ensure that all vehicles do not:

- park on the turning circle outside the building.
- park anywhere on the driveway or edge of the driveway.
- access any barricaded areas.

16. Liquor Licence requirements

If you have the intention to consume liquor at your event, please inform the Facilities Support Officer at the time of your booking application. This Centre is not a licensed venue and a Consumption Licence for alcohol must be obtained from the City of Melville if you are:

- Supplying alcohol at no charge to your guests
- Allowing guests to BYO alcohol.

Applications must be made in person at the City of Melville Civic Centre, 10 Almondbury Road, Booragoon, at least seven days prior to the event and the nominated fee paid at the time of application.

- This form must be completed by the person listed as the responsible person.
- The responsible person listed on the Permission to Consume Liquor in a Public Place form must be present for the duration of the event.

- The responsible person must be over the age of 18 and produce photo identification at the time of applying for the licence.
- The licence must be present at the facility during the function or event.

An Occasional Liquor Licence is applicable to your event, if you are selling alcohol or including alcohol as part of the entry fee or where goods are being sold. This is supplied by the Department of Local Government, Sport and Cultural Industries with a letter of support from the City of Melville. Further details for this form of licence can be found on the City of Melville website or by contacting the Department of Local Government, Sport and Cultural Industries.

A copy of the Liquor Licence must be supplied to the Facilities Support Officer at the Centre prior to the booked date. All Liquor Licences must be available for inspection during the event if requested.