

## Conditions of Hire

**These terms and conditions of hire are to be read before signing the declaration on the Application Form.** They are to protect both you and the Shire of Augusta Margaret River to ensure that your use of the facilities is both safe and enjoyable. **Failure to observe these conditions could lead to suspension, cancellation of booking and or loss of hire fee.**

1. Applications and Hires:
  - a. The Shire reserves the right to refuse an application;
  - b. The Shire may cancel any booking with one month's notice. If deemed necessary, the Shire may issue an immediate cancellation of any booking;
  - c. The Shire will give bookings for youth services priority over other bookings;
  - d. The Shire reserves the right to revise fees and charges in line with the adoption of the Annual Schedule of Fees and Charges adopted by Council.
2. Noise is to be kept to a level that would give no cause for complaints from residents of the area and must comply with the *Environment Protection (Noise) Regulations*.
3. Smoking and the consumption of alcohol and drugs are prohibited.
4. The facilities are not to be sublet or hired out to groups **unless** authorized by the Shire.
5. The Shire is not responsible for any damage, theft or loss of items belonging to the Hirer.
6. No permanent decorations, signage or fixtures are to be erected without permission of the Shire.
7. The Hirer is aware that CCTV is operational around the Youth Precinct.
8. No fixtures, fittings or furnishings, including electrical installations shall be interfered with, modified or tampered with in any way.
9. Authorized groups are responsible for the security of the facilities' key. Keys are not to be issued to other groups or individuals without Shire permission.
10. It is your responsibility to advise the Shire if you notice problems requiring repair or maintenance, particularly anything that may impact on the safe use of the building. This can be done by contacting the Shire's Community Planning and Development Trainee on (08) 9780 5214 or [yac@amrshire.wa.gov.au](mailto:yac@amrshire.wa.gov.au).
11. The Hirer will be responsible for the repair/replacement of any damage, theft or loss of Shire property caused by the users. All damage (includes breakages), theft or losses to property must be reported immediately to the Shire's Community Development Trainee on (08) 9780 5214 or [yac@amrshire.wa.gov.au](mailto:yac@amrshire.wa.gov.au). Should this not occur the Shire reserves the right to retain the booking's credit/debit card details and charge the designated credit card/debit card with replacement costs. The Shire will notify the Hirer prior to these charges occurring.

12. If there are any accidents or incidents (someone is injured or there is a near miss) that occur in the facility, they must be reported to the Community Development Trainee, so an Accident and Incident Report can be filed.
13. After use:
- a. For the benefit of all user groups, the facility must be left in the same condition in which it was found. All user groups are responsible for their own cleaning, this should include:
    - Washing up and returning to the correct place any items used from the kitchen
    - All surfaces including the cupboards, refrigerator, microwave and tiled areas shall be left in a clean and hygienic condition
    - Sweeping and vacuuming
    - Disposing of all rubbish to an outside bin
    - Checking that the toilets are left in a clean and tidy state
    - Wiping and stacking tables, chairs and other furniture and returning them to their original location
  - b. All lights and other electrical appliances, except for refrigerators and microwave must be switched off at the completion of use
  - c. All doors and windows are to be secured and locked at the end of use. Failure to do so may result in security call out charges being invoiced to the Hirer.
  - d. Return the key to the Shire Administration building within 3 business days of the hire.

**Failure to leave the area in a clean and hygienic condition and return the key will result in additional Hirer's charges (refer page 8).**

14. The Hirer is responsible for any public liability in respect to their activity if the activity is for profit (i.e. yoga class), is part of any overarching organization and or body (i.e. Scouts), and or is an ongoing regular hire. This includes regular meetings, activities and workshops.
- The Shire's public liability will only cover injury, loss or damage as a result of any proven neglect or default by the Shire.

Hires deemed to be of a casual hire basis are also covered under a Casual Hirer Policy. Casual hirers are individuals or groups who hire a Shire facility for casual hire. Casual hire is deemed to be up to 10 hires of a Shire facility per annum (with no obvious regular use). This cover **excludes** sporting clubs, associations and incorporated bodies of any kind. These groups must have their own Public Liability cover.

For more information about this Policy please contact Shire's Community Planning and Development Trainee on (08) 9780 5214 or [yac@amrshire.wa.gov.au](mailto:yac@amrshire.wa.gov.au).

**15. Attendance capacity**

**MRYP Hall: 50 people (26 with COVID–19 Restrictions)**

**Zone Room: 90 people ( 45 with COVID–19 Restrictions)**

Attendance must not exceed the accommodation capacities determined by the Department of Health. In the event that such numbers are exceeded, the Hirer takes full responsibility for any legal action such as the termination of their function and or any legal proceedings resulting.

**16. Advertising**

The Hirer must not publicly advertise their event by any medium including flyers, newspapers, posters or the Internet without the prior consent of the Shire.

**17. Sale of food**

If you intend to sell food, you are required to register with the Shire and show your certificate to Shire upon request.

**18. Safety**

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. It is expected that the Hirer will ensure the safety of all persons attending the event, activity or function.