

ROSA BROOK COMMUNITY HALL INFORMATION AND PRICING SCHEDULE

MAXIMUM FACILITY CAPACITY: 84

Facility

The following rooms/spaces are available for use:

- Large hall (84 person capacity)
- 1 x outside shed with kiosk

Equipment

The following equipment is available for use

- Tables-22 trestle, 9 wooden and 13 plastic)
- Chairs-120
- Kitchen (fridge, oven, microwave and cutlery/crockery for approx. 80)
- BBQ

Special Features

- Playground

Compliance

- Please leave 4 tables and 16 chairs in the hall for the CWA ladies

Enquiries and Bookings

For enquiries and booking please contact rbhallbookings@gmail.com

Rosa Brook Community Hall Contract of Hire

CONTACT DETAILS

Name: _____

Organisation (if applicable): _____

Postal address: _____

Phone number: Daytime _____ After hours _____

Email address: _____

- ☐ Community Group ☐ Commercial Hire ☐ Registered Charity ☐ Private User
☐ Public Liability Certificate Supplied

BOOKING DETAILS

Dates required: _____

Start time: _____ **Finish time:** _____

Type of activity being held: _____

(Please specify any particular facilities or areas of the Hall you require)

Approx number of people who will participate: _____

Will alcohol be consumed? _____

Will food be available? _____

Do you require disability access? _____

INSURANCE

- All liability for loss or damage to property or persons during the hire of the Venue is the responsibility of the Hirer, unless it is attributable to the negligence of the Association or Shire.
- All commercial users of the hall must have their own insurance coverage.
- Commercial users include anyone other than an incorporated association, who charges others for any activity carried out in the hall (for example dance or yoga classes).

By signing this Agreement I/we have read, understood and agree to abide by the Terms and Conditions of Hire. I/we confirm we have authority to commit the Hirer to the terms and conditions of this Agreement and assume all liability for specific losses arising from the event listed above.

Signed: _____ **Date:** _____

Name/ Position: _____

Permits/Insurance: Liquor Licence (if applicable) sighted ☐
Public Liability Insurance Certificate of Currency ☐

Terms and Conditions of Hire

Definitions:

In this Contract of Hire, except where the contrary intention appears, the following definitions are used:

'Agreement' means this Contract of Hire Form

'Approved Purpose' means the activity or purpose for which the Hirer wishes to use the Venue (and for which the Shire has had an opportunity to assess and approve)

'Association' means the hall management committee as elected

'Shire' means Shire of Augusta Margaret River

'Hire Period' means the times and dates above or such other dates as shall be agreed in writing between the Hirer and the Shire

'Hirer' means the person or organisation entering into this Agreement whose authorised signatory has signed below

'Rules' means such rules made by the Shire in respect of the Venue or the building in which the Venue is situated.

'Venue' means the hired space the subject of this Contract of Hire.

It is agreed:

1. That the Hirer has permission to use the Venue for the duration of the Hire Period subject to the terms and conditions of this Agreement and shall not access or remain on the Venue outside of the Hire Period.
2. That the Hirer must not sell, hire, trade, display or otherwise dispose of anything from the Venue unless the prior written approval of the Association and/or Shire has been obtained.
3. The Hirer must comply with each law relating to the Venue or the use of the Venue and must obtain all consents, licenses and authorities required by the Hirer for the Approved Purpose.
4. The Hirer acknowledges and agrees that the Venue may be subject to prohibitions or restrictions on use. The Shire and Association gives no warranty that the Venue is suitable for the Approved Purpose or that the Shire or any other authority or agency will issue any consent, approval, authority, permit or licence require by the Hirer under any law, regulation, by-law or local law for its use of the Venue.
5. That the rights conferred on the Hirer in terms of this Agreement are in contract only and do not create or confer on the Hirer any estate or interest whatsoever in or to the Venue or any right to the exclusive use or possession of the same.
6. The Hirer shall pay to the Association prior to the commencement of the Hire Period all bonds, fees and charges payable in relation to this Agreement as determined by the Association and/or Shire from time to time and all expenses associated with this Agreement.
7. That the Hirer shall not cause a nuisance, annoyance or disturbance to the public or persons in the vicinity of the Venue.
8. That the Hirer shall not do or suffer anything to be done whereby any policy of insurance in respect of the Venue may become void or voidable or whereby the rate or premium on any policy of insurance in respect of the Venue may be increased.
9. That the Hirer shall, if it is a requirement of the Approved Purpose, at its expense, effect and keep in force for the Hire Period a public risk policy of insurance acceptable to the Association and/or Shire in respect of the Venue and the Approved Purpose for an amount not less than the amount specified in this Agreement.
10. That the Hirer acknowledges and admits that he/she/it has read and understands the meaning and consequences of the terms and conditions of this Agreement and covenants and agrees to be bound and comply with them.
11. That all liability for loss or damage to property or persons during the hire of the Venue is the responsibility of the Hirer, unless it is attributable to negligence of the Association or Shire.
12. The Association and/or Shire may apply the bond paid by the Hirer towards the cost of complying with the Hirer's obligations or paying for any loss, damage, cleaning or other cost incurred by or on behalf of the Association and/or Shire in rectifying any default by the Hirer in observing or performing any of the Hirer's obligations.
13. That the Rules of Hire (as attached) form part of this Agreement, the non-compliance with which can be regarded as a breach of the Agreement. In the event of any inconsistency between the Rules and this Agreement, the latter will prevail.
14. That the Hirer will comply with any lawful directions, which may be given by the Association and/or Shire in relation to the Venue.

15. That the Association and/or Shire may in its absolutely discretion and without providing any reason for doing so, decline to enter into an agreement for the hire of the Venue.
16. That there may be occasions such as an emergency or damage to the Venue that renders the Venue unfit or unsafe for the Approved Purpose. In the event of this occurring, the Association and/or Shire:
 - a) Will use its best endeavours to notify the Hirer in a timely fashion of such event;
 - b) Will, where reasonably practicable, in consultation with the Hirer, provide an alternative venue; and
 - c) Acting reasonably, may terminate this Agreement.
- In the event of termination the Association and/or Shire:
 - d) Will promptly return deposit/hire fees paid to the Hirer; and
 - e) Will not be responsible for any loss or damage suffered by the Hirer as a result of such termination.
17. That the Hirer will indemnify the Shire against any claim, loss or expense which may be made or arise as a result of the use of the Venue.
18. That it is an express condition of this Agreement that the Association and/or Shire shall not accept liability for any damage, illness or injury caused or found to be caused to any person or property as a result of acts or omissions of the Hirer, or guests or invitees or persons under their control.
19. That the Hirer shall not without the prior consent of the Association and/or Shire erect, set up or place any structure, make any structural changes to the Venue or tamper, alter or modify any electrical, water, sewerage, gas, telecoms or other service connection to or on the Venue.
20. That the Hirer may not affix, exhibit or permit to be affixed or exhibited upon any part of the Venue or adjacent land, any placard, sign, poster, hoarding or advertisement without the prior written consent of the Association and/or Shire or otherwise than in accordance with any conditions imposed.
21. That the Hirer shall during the Hire Period promptly maintain, repair, clean and keep the Venue in good repair and neat and tidy to a standard acceptable to the Association and/or Shire.
22. That the Hirer must promptly report to the Association any damage to or accident at the Venue.
23. That it is the Hirer's responsibility to ensure that the Venue is kept secure and protected against theft (where appropriate) and all doors, windows and other openings are locked or securely shut at the end of the Hire Period.
24. That the Hirer shall immediately upon expiry or cancellation of this Agreement remove from the Venue all things brought on to the Venue by the Hirer and leave the Venue in good order and condition and make good any damage caused.
25. That the Hirer shall pay to the Shire on demand all legal costs, charges and expenses for which the Association and/or Shire shall become liable in consequence of or in connection with any default of the Hirer in observing or performing any of the Hirer's covenants or obligations expressed or implied in this Agreement.
26. That the Hirer is not permitted to sell or consume alcohol at the Venue unless the prior written consent of the Association and/or Shire is obtained. Should the Hirer wish to consume, sell or serve alcohol it must seek the prior consent of the Association and/or Shire before submitting any licence application under the *Liquor Control Act 1988*.
27. That the Hirer must ensure that the appropriate licence is obtained for the supply of alcohol and that the rules and regulations, as provided by the *Liquor Control Act 1988*, are adhered to.
28. That the Hirer shall take full responsibility for the behaviour of any guests, invitees or people under their control at the Venue and shall ensure, so far as reasonably possible, that all guests, invitees or people under the control of the Hirer comply with the terms and conditions of this Agreement.
29. That in the event of any breach of these conditions the Association and/or Shire will notify the Hirer of the breach which, if the Hirer does not take reasonable steps to remedy, shall entitle the Association or Shire to terminate this Agreement. In the event of any breach of these terms and conditions and, in the event of such termination the Venue must be immediately vacated and returned to the Association /Shire in a condition consistent with the observance and performance of obligations under this Agreement.
30. All keys and security access devices shall be returned to the Association promptly.
31. Hirers shall notify the Association in writing of any requests to alter or cancel a booking. The Association shall be entitled to charge a cancellation or change of hire fee for any bookings.
32. Unless the contrary intention appears:
 - (a) words and expressions in this Agreement shall have the same meaning as corresponding words and expressions in other documentation related to this Agreement;
 - (b) words denoting the singular include the plural and vice versa;
 - (c) words denoting a gender include each gender; and
 - (d) reference to a person includes a natural person, partnership, joint venture, association or corporation and a government or any governmental, local authorities and agencies.

Rules of Hire

These Rules are binding on all users of the Hall. All Hirers will receive a copy of these Rules as part of their Agreement.

All groups or individuals hiring the Halls shall complete a 'Contract of Hire' which shall be signed by the responsible person.

The Contract of Hire shall be lodged with the relevant Association who shall keep a record of all bookings. Please note the Association must present all booking information to the Shire upon request.

The hirer may only enter the Hall during the times agreed with the Association. If the hirer breaches this condition and enters the facility outside the agreed time, the Association reserves the right to terminate the Hire Agreement and/or charge an additional hire fee.

The Association reserves the right to refuse any application to hire the Hall/components.

Hire Charge and Payment

The hire charges for the Hall must be paid in full, prior to use. Full payment of all fees must be paid at least 2 weeks prior to the scheduled date of hire. Cancellation of any booking may occur if this 2 week period is breached.

Charges vary dependant on the event the Hall is for. Please see the attached hall hire pricing schedule which is subject to change at the Associations discretion.

Bond

Hirers of the Hall may be required to pay a bond. This bond acts as security against damage to property or for breach of any part of the Hire Agreement.

The bond must be paid in full, along with the hire charges and public liability charges at least two weeks prior to the first scheduled date of hire. If this two week period is breached, cancellation of any booking may occur.

The bond will be returned via post to the address as supplied by the hirer. The bonds will be returned within three to four weeks of the conclusion of the bookings, provided there is no damage or missing equipment, the facility and surrounding grounds are left clean and the Hall key is returned.

The Association may choose not to charge a bond, dependant on the type of hire. The amount of any bond charged is determined by the Association.

Damage

If any damage occurs to the Hall, its facilities, equipment or surrounding grounds during use, the cost of the damage as estimated by the Association/Shire shall be final without right of appeal and such amount shall be paid by the hirer immediately upon request.

Where the cost of the damage is equal to or less than the bond, the amount will be subtracted from the bond (if applicable), where it is more than the bond, the bond will be withheld and an invoice will be sent for the balance.

The hirer will be responsible for the repair/replacement of any damage, theft or loss of Shire property caused by the user and all breakages/damages to the premises must be reported to the Association immediately.

Cleaning

It is the responsibility of the hirer to ensure that the areas are left in a clean and tidy state before leaving the premises of the scheduled booking. Should the premises be left in an unsatisfactory state, the Association will bring in cleaning staff and the cost shall be passed on to the hirer.

Cleaning of the Hall is required prior to leaving the site which includes returning furniture and fittings to the storage area and ensuring floors and food preparation areas are left in a clean and hygienic condition.

No Smoking

There is a no smoking policy for the Hall.

Alcohol

The sale of alcohol at the Hall is not permitted unless the Shire has provided a letter of support and an appropriate liquor licence has been obtained. An 'Application for Permit to Consume Alcohol on Shire Property' is to be completed by all hirers intending to sell alcohol at the Hall. A copy of any approved licence must be provided to the Shire before the proposed date of hire, where applicable. The BYO consumption of alcohol is permitted if the Association has given approval.

Food/ Kitchen Facilities

All non private or public functions/events must be prepared in the Halls approved kitchen or at a Shire approved location. Private functions are welcome to use the kitchen as per fee schedule.

If the kitchen forms part of the Venue, the hirer must follow operating instructions for kitchen equipment and keep the kitchen clean and tidy. The hirer must remove all unused consumables and not leave unwashed crockery in the kitchen.

Assignment

Hirers that are granted permission to use the hall shall not assign the right of use to any person, organisation or body.

Adult Supervision

Hirers must be over the age of 18 years and where functions are attended by persons under the age of 18 years, the hirer will be the person responsible for actively supervising the function. The person completing the Contract of Hire are subject to the terms and conditions.

Entertainment and Decorations

Any decorations and other entertainment used must be removed completely prior to leaving the Hall.

Electrical devices including those used for amplification, lighting and entertainment shall be in good working order and of a type approved by relevant authorities. Hirers should not use any electrical equipment that will cause the power supply or sound system to be overloaded or adversely affected.

Insurance

The hirer shall be responsible for any accident, loss or damage or any injury sustained by any person using any part of the Hall and its facilities and equipment during the currency of the hiring. Any equipment or articles brought onto the premises by the hirer are on the premises at the hirers own risk. The Association and Shire will not be held liable.

Access and Keys

The hirer is responsible for opening up and locking up. All doors and windows to the Hall are to be locked on leaving. Keys are picked up at from the Association's premises and returned within 2 working days of the end of the hire period. Charges will apply to lost keys.

Booking Cancellation

Hirers who have been provided a confirmed booking are required to notify the Association of cancellations a minimum of 7 days prior to the confirmed hire date. Failure to provide this notification within 7 days will result in the hirer being invoiced the full hire fee as specified in the hire fee schedule.

Emergency Evacuation

An emergency evacuation plan has been developed and is located at the Hall. Security personnel and event staff are to be briefed on the location of emergency exits and evacuation plan. The Shire requires that all emergency exits be unobstructed and remain unlocked at all times during functions.

On Leaving the Hall

Please ensure that the following actions take place upon leaving the Hall:

- Lights are turned off
- Heaters and/or air conditioners are off
- The Hall is left tidy and clean
- All doors and windows are closed and locked
- All rubbish is removed from the Hall and premises are left in a tidy condition
- Tables and chairs are returned and neatly stacked in the applicable designated area.