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CONDITIONS OF HIRE

1 Agreement to the contract

- 1.1 **Purpose of hire:** The venues are available for regular and casual hire by community groups, organisations including not for profit. Organisations, groups or individuals hiring venues managed by The Spiers Centre Inc (TSC) do so only for the stated purpose of hire. The purpose of hire must be lawful and conducted in a manner that does not disrupt users of other venues or residents of the community.
- 1.2 **Age Restrictions:** False information provided on a 'Venue Hire Application Form' and/or non-compliance of age restrictions will result in cancellation of booking.
- 1.3 *Restrictions to numbers attending:*
 - 1.3.1 Estimate of the numbers of guests attending must be included on the 'Venue Hire Application Form'. If the number of guests attending is in excess of the number of guests included on the application form, the hirer must inform TSC.
 - 1.3.2 **Maximum capacity compliance:** To satisfy fire regulations the maximum capacity for each venue is declared on the application. Strict adherence to this capacity must be maintained. If this term is breached, it will result in cancellation of the booking.
- 1.4 **Times of hire:** Venues are available for hire from 8am to 12 midnight. The period of hire shall commence and conclude strictly at the agreed times nominated on the 'Venue Hire Application Form'. The set up and clean up time must be included in the times of hire. The venue must be vacated promptly at the conclusion of the hiring period. An extra charge will be imposed for any additional time used which is not booked in advance (refer to 26. *Schedule of Additional Charges, Item 4*).
- 1.5 **Days of hire:** Venues are available for hire seven days a week subject to public holidays and TSC's operational requirements.
- 1.6 **Vacation of venue:** No bookings can be accepted past midnight. Venues must be vacated no later than midnight.

2 Application for hire and confirmation of booking

- 2.1 Once a 'Venue Hire Application Form' is received, TSC will confirm the booking via email within seven (7) working days. If you do not receive a confirmation after seven (7) working days, please contact us on (08) 9401 2699.
- 2.2 The person completing the 'Venue Hire Application Form' and signing the venue hire agreement on the form must provide a copy of their driver's licence or other photographic ID including the current address when submitting their 'Venue Hire Application Form'.

3 Hire costs and payment arrangement

- 3.1 TSC will review rates annually and provide at least four (4) weeks' notice of any rate changes.
- 3.2 Regular Hirers: hire costs and payment arrangements:
 - 3.2.1 Hire charges will be calculated and invoiced in advance.
 - 3.2.2 Direct debit defaults and dishonoured payments:
 - If a payment is dishonoured TSC will contact the hirer to arrange an alternative method of payment.
 - If the account remains outstanding for seven (7) days from the initial dishonoured payment, bookings for the following month will be cancelled unless written approved alternative arrangements have been made with TSC.

4 Cancellation of booking

- 4.1 In the event of a cancellation, TSC requires a minimum of 30 days written notice (email acceptable) to cancel any booking.
- 4.2 Cancellation by TSC: TSC reserves the right to cancel any booking if the terms and conditions of hire are breached. TSC will provide written and/or verbal notice cancelling a booking (without advance warning if necessary) if:
 - 4.2.1 The regular hirer neglects to pay invoiced fees within the required timeframe and cancellation fee equals 100% of hire charges.
 - 4.2.2 TSC suspects that false or misleading information has been provided on the 'Venue Hire Application Form'.
 - 4.2.3 TSC become aware that any event, goods, or services proposed to be held or provided by the hirer is/are objectionable, dangerous, and inappropriate for the venue, prohibited by law, or would be of detriment to TSC, the community, or be in contravention of any laws or the conditions stipulated in the hire agreement. In this case, any payment received will be retained by TSC.
 - 4.2.4 Unexpected repairs or alterations to the hire venue are underway.
 - 4.2.5 The premises are not fit for use due to electrical or security failure, or damage.
 - 4.2.6 Adequate evidence of insurance coverage has not been provided if required.

5 Key collection and return

- 5.1 Regular hirers: keys will be issued to regular hirers for the duration of their regular hire period and must be returned at the end of the regular hire period.
- 5.2 Casual hirers: keys must be collected from TSC, 2 Albatross Court, Heathridge, between the hours of 9.00am and 4.00pm Monday to Friday. For weekend hire, keys must be collected on the an agreed day between Monday and Friday prior to the hire.
- 5.3 If the hirer fails to collect the key(s) to the hire venue from TSC prior to their hire session, the hire session will be cancelled by TSC.
- 5.4 Keys must be returned to the TSC main office, 2 Albatross Court, Heathridge, within one (1) working day following the conclusion of the hiring period, between the hours of 9.00am and 4.00pm Monday to Friday. For weekend hire, keys must be returned on the Monday following the hire. There is NO AFTER HOURS key collection or drop off service available at any venue.
- 5.5 If keys are not returned a fee will be charged. (refer to 26. *Schedule of Additional Charges, Item 2*).

6 Access to venue

- 6.1 Premises may only be occupied during the times specified in the 'Venue Hire Application Form'. If the hirer occupies the hire venue either before or after the agreed hire time noted on their application form, additional hire time will be charged accordingly (refer to 26. *Schedule of Additional Charges, Item 4*).
- 6.2 Set up and cleaning/pack up time must be included within the entry time and exit time stated on the 'Venue Hire Application Form'.
- 6.3 If the venue has been hired until 12.00am (midnight) the hirer must ensure that the premises are vacated no later than midnight.
- 6.4 All goods and equipment provided by the hirer (including decorations, leftover food/drink etc) must be removed from the premises within the hire time period or additional charges may apply (refer to 26. *Schedule of Additional Charges; Item 4*).

7 Storage facilities for regular hirers

- 7.1 If a regular hirer requires storage, a request may be submitted on the 'Venue Hire Application Form'. There is limited storage available and storage may not be available to all regular hirers.
- 7.2 Items stored are the responsibility of the hirer and do so at their own risk and are not covered by TSC's insurance policy. The hirer must not store any illegal, highly flammable or dangerous goods.
- 7.3 Hirers are not permitted to provide their own storage cupboards and locks unless written permission is granted by TSC.

8 Public liability insurance

- 8.1 All hirers holding a public event or providing a public service to the community must provide evidence of their own public liability insurance to a value of \$10 million. Hirers will be required to provide a copy of their Public Liability Insurance prior to the event. Please note:
 - 8.1.1 A Public Event is an event which is:
 - open to members of the public and/or
 - advertised to the general public and/or
 - either free to attend or has an entry cost and/or
 - aimed to sell or promote goods or services
- 8.2 \$1,000 excess is payable in the event of any public liability insurance claim made by hirers.

OBLIGATIONS DURING HIRE

9 General obligations

- 9.1 Personal belongings / food items left unattended at the venue will be at the hirer's own risk. Any equipment arranged by the hirer must be removed from the venue by the end of the hire period. The venue will not be available the following day to collect equipment.
- 9.2 The hirer must allow un-restricted access to the venue at any time by TSC staff or representative on official business, attending due to an emergency call out, security officers or emergency services officers.
- 9.3 The hirer must provide completed participant forms after each hire. The forms can be filled in on an anonymous basis. The demographics will be provided to our reporting and funding bodies on an anonymous basis.
- 9.4 Failing to provide completed participant forms will result in the unsubsidised venue hire fee being charged and priority provided to hirers who are compliant with this request. (refer to 26. *Schedule of Additional Charges, Item 13.*)

10 Cleaning, setting up and packing up

- 10.1 All of the following is required within the agreed period of hire:
 - 10.1.1 The premises must be left in a clean and tidy condition with floors swept and mopped and the kitchen cleaned and all items removed from the fridge and/or freezer. If this term is breached, a fee may be charged (refer to 26. *Schedule of Additional Charges, Item 5.*)
 - 10.1.2 Set up and pack up time for furniture and decorations (and delivery of any food and beverages) must be included within the hire session time. The hirer is responsible for the set up and pack up of furniture required by the hirer. If this term is breached, a fee may be charged (refer to 26. *Schedule of Additional Charges, Item 6.*) The hirer is responsible for removing all rubbish from inside the premises; rubbish must be placed in the rubbish hoppers provided and not left in the rubbish bins inside the premises. If this term is breached, a fee may be charged (refer to 26. *Schedule of Additional Charges, Item 7.*)
 - 10.1.3 The hirer is responsible for removing cigarette butts and broken or empty bottles from the surrounding outside areas of the hire venue. If this term is breached, a fee may be charged (refer to 26. *Schedule of Additional Charges, Item 8.*)

11 Decorations and advertising

- 11.1 The use of decorations is permitted on the condition they do not damage or mark any part of the building. Extreme care should be taken to ensure decorations do not present a fire hazard.
- 11.2 Posters and other advertising materials are not permitted within or outside any venues without the written consent of TSC.

- 11.3 If decorations are not removed, or should damage from decorations be caused, the cost of removal and cost of repairs will be deducted.
- 11.4 Events and gatherings must not be advertised on Facebook or other media without an express written request to TSC.

12 Restrictions to numbers

- 12.1 To satisfy fire regulations the maximum capacity for each venue is declared on the application. Strict adherence to this capacity must be maintained. If this term is breached, all future bookings will be cancelled.

13 Food preparation

- 13.1 Preparation of food and beverages must be confined to kitchen areas.

14 Smoking and alcohol

- 14.1 Smoking is NOT permitted inside any venue.
- 14.2 Alcohol consumption is not permitted in accordance with relevant regulations. The sale of liquor without a suitable license is illegal and therefore strictly prohibited in any venue.

15 Noise

- 15.1 All venues are in a residential area and due consideration must be given to nearby residents. Complaints received by TSC from nearby residents for noise disturbances will result in cancellation of all future bookings.
- 15.2 Excessive noise could incur an infringement/fine of up to \$1,000.00 for which the hirer is liable. If this term is breached, the hirer will be invoiced and charged for the cost of the infringement (*refer to 26. Schedule of Additional Charges, Item 9*).
 - 15.2.1 In accordance with the Environment Protection Act 1997 all noise must be below 45 decibels up to 10pm. From 10pm to 12am noise levels must not exceed 35 decibels. Premises must be vacated no later than midnight.

16 Damage to property or premises

- 16.1 'Damage' is considered as breakages that impair the value, usefulness, or normal function of our venues. A requirement of additional cleaning is also considered under 'Damages' in these terms and conditions.
- 16.2 Any damage that occurs to the premises during the time of hire must be reported to TSC as soon as possible.

- 16.3 For any damage incurred by the hirer or one of their invited guests, the cost of repairs arranged by TSC plus an additional clean up and administration fee will be charged.(refer to 26. *Schedule of Additional Charges, Item 10*).

17 Illegal activity or maximum room capacity exceeded

- 17.1 Hirers are responsible for bearing the full cost of fines/infringement notices for non-compliance of maximum room capacity (refer to 26. *Schedule of Additional Charges, Item 11*).

18 Security and safety

- 18.1 Hirers are responsible for the security and safety of themselves, their guests and the building and grounds during the time of hire. Hirers are also responsible for the behaviour of guests at their event.
- 18.2 The hirer must allow un-restricted access to the venue at any time by TSC staff on official business, security officers or emergency officers.
- 18.3 Emergency lighting will automatically turn on should a blackout occur during an evening group.
- 18.4 Torches are available and are located in the following areas:
- 18.4.1 Top of the microwave in the kitchen
 - 18.4.2 In the play-room located on the wall
 - 18.4.3 On the counter under the TV in the large meeting room

19 Emergency call-out

- 19.1 TSC does not operate after hours or on weekends. Keys must be collected during business hours, as there is no after-hours customer service available and the emergency number does not cater for this.
- 19.2 An emergency on call phone number will be provided for the hirer to contact in case of emergency. Emergencies are classified as:
- 19.2.1 hirer cannot gain access to the premises (eg. key won't work or door lockbroken)
 - 19.2.2 property or building damage which requires immediate repairs (eg. window broken and needs immediate repairs to be arranged).
- 19.3 Emergency call out fee requiring attendance:
- 19.3.1 Applicable if an emergency call out phone call is placed by the hirer and the hirer

cannot be assisted over the phone and attendance is required. In the case where the call out was not the fault of TSC and/or the venue hire equipment/structure is not faulty, the hirer will be charged an attendance fee for on-site assistance (refer to 26. *Schedule of Additional Charges, Item 12*).

20 Fire or Police contacted

- 20.1 Extreme Emergencies: In case of fire at premises or if Police are required to attend event, Hirers must phone 000 as first point of contact.
- 20.2 Hirers are responsible for bearing the full cost in case of a false alarm relating to a fire, police or a security call out (refer to 26. *Schedule of Additional Charges, Item 11*).

OBLIGATIONS AFTER HIRE

21 Cleaning and packing up

- 21.1 Premises must be vacated no later than 12.00am, midnight.
- 21.2 It is the responsibility of the hirer to ensure the premises and grounds are left in a clean and tidy condition at the end of the hire and all equipment is returned to storage.
- 21.3 If the cleaning is not to a suitable standard, the cost of engaging cleaners will be charged (refer to 26. *Schedule of Additional Charges, Item 5*).
- 21.4 At the end of the hire, hirers must ensure all items identified in point 25. *Hirer's checklist* have been completed.

22 Hirer's checklist:

- 22.1 Premises must be left in suitable condition. A checklist has been provided for hirers to follow:
- All tables and chairs have been wiped down and stacked/stored in original position
 - All decorations have been removed (including balloons, tape and adhesives, streamers, etc)
 - Any kitchen utensils/equipment used has been washed and returned to storage
 - Toilets have been left in a reasonable state and tidied of excessive rubbish
 - All floors have been swept and mopped
 - All rubbish has been placed in rubbish bins to capacity only, or removed from the premises

Venue Hire Terms and Conditions

- All additional items belonging to the hirer are removed from the venue (including food and drinks, equipment etc). Hirers are not permitted to access the venue the following day without prior arrangement with TSC
- All heating/air-conditioning have been turned off.
- All windows are closed and blinds drawn
- All lights are turned off
- All doors are locked and secure
- Casual hirers: keys must be returned to TSC, 2 Albatross Court, Heathridge, on the first working day following the hire between the hours of 9:00am and 4:00pm (refer to 8. Key collection and return). NB: The office is NOT open prior to 9am.

23 Compliance:

- 23.1 Failing to comply with the Venue Hire Terms and Conditions may result in cancellation of the hirer's booking and future booking requests denied.
- 23.2 Failure to provide completed participation forms will result in the hirer being charged hire fees at the full venue hire rates as per the fees schedule.
- 23.3 In the event of any non-compliance where TSC has incurred costs, the Schedule of Additional Charges will apply along with any other associated costs or fees incurred by TSC.

SCHEDULE OF ADDITIONAL CHARGES

24 Schedule of additional charges:

24.1 In the event of any of the circumstances listed in the Schedule of Additional Charges, the hirer agrees to the associated costs or fee incurred. Where applicable, hirers may be charged for more than one item.

Schedule of Additional Charges		
ITEM	ITEM DESCRIPTION	CHARGE
1	Restrictions to numbers attending: Non-compliance of numbers in attendance.	\$500.00
2	Non–return of key(s) issued to hirer (includes initial key issued and any additional keys issued if original is lost)	\$50.00
3	Replacement key: Loss of keys resulting in a call to the TSC emergency number and on site attendance to deliver and issue a replacement key.	\$150.00
4	Additional occupation of premises if hirer uses premises before or after agreed time of hire. Additional hire time will be charged according to additional hire time used.	\$ cost of additional hire time
5	Additional cleaning of venue if venue is not left in clean condition.	\$ cost of cleaning per hour
6	Chairs/Tables not cleaned and/or packed away in correct area	\$100.00
7	Rubbish not placed in bin hoppers provided and/or any excessive rubbish that does not fit in bins is not removed	\$100.00
8	Failure to remove cigarette butts and broken/empty bottles from surrounding outside areas	\$100.00
9	Fine incurred for excessive noise as per EPA 1997	\$ cost of infringement
10	Damage caused during the hire session as outlined, but not limited to: <ul style="list-style-type: none"> ▪ Broken window / glass ▪ Damage to flooring ▪ Damage to venue property / premises 	\$ repairs as arranged by TSC PLUS clean up fee \$150.00
11	Activities by hirers or attendees at hire session which requires the attendance of any Emergency Services including Police and/or Fire Brigade. Hirers are responsible for cost of infringement for non- compliance of maximum room capacity.	\$ cost of infringement PLUS all associated fees.
12	Where an emergency call out phone call is placed by the hirer and the hirer cannot be assisted over the phone and attendance is required, where the venue hire equipment/structure is not faulty the hirer will be charged an attendance fee for onsite assistance.	\$150.00
13	Failure to comply with venue hire terms and conditions including completed participation forms resulting in full venue hire rates.	\$25.00 per hour

Annexure A - COVID-19 Conditions of Hire

These conditions of hire are in addition to The Spiers Centre's Standard Venue Hire Terms and Conditions as it relates to the use of its facilities.

Adherence to State Government Directions

- All user groups of the Centre must ensure adherence to the State Government's COVID Safety Plan and Guidelines.
- The Spiers Centre encourages all users to complete the online COVID Infection Control Training Course located on the Department of Health's website: <https://www.health.gov.au/resources/apps-and-tools/covid-19-infection-control-training>

Physical Distancing

- Ensure physical distancing requirements of a minimum of 1.5m distance between each participant is adhered to at all times, before, during and after the activity.
- Ensure a maximum number of participants as per undivided space (indoor or outdoor) identified on the wall signs in each room.
- The ingress and egress of participants at the Centre is required to be managed by the user group at all times to ensure the appropriate physical distancing is in place. This is to include the use of one-way pedestrian management systems (signage, barriers etc) and staggering of start times of sessions to avoid congestion and the formation of large groups in excess of the room capacity
- User groups conducting "back to back" sessions are required to include appropriate transition time between sessions to avoid congestion.

Access to Facilities

- The use of common areas within the Centre (i.e. foyers and entrance ways) as waiting or collection areas must adhere to social distancing requirements. This applies to parents/guardians waiting to collect children.
- Sharing of equipment is permitted provided it is cleaned with antibacterial wipes between each use. User groups should continue to encourage patrons to bring their own equipment where possible.
- Playgrounds located on the Centre grounds are available for use, whilst ensuring the implementation of the physical distancing requirements as noted above.
- The Spiers Centre reserves the right to amend the bookings of any user group to address any concerns regarding the management of physical distancing or to accommodate the needs of any one particular user group.

Cleaning & Hygiene

User groups are responsible for the cleaning of their own equipment as per the following guidelines:

Cleaning hands

Regularly washing hands is an effective way to prevent the spread of germs and virus.

If cleaning your hands with soap and water:

- Lather for at least 20 seconds. Pay attention to the backs of hands and fingers, fingernails and the webbing between fingers.
- Rinse hands under running water and dry hands with a clean towel, or fresh paper towel.

If cleaning your hands with an alcohol-based hand rub (hand sanitiser):

- Apply enough product to cover both hands.
- Ensure the product contains at least 70% alcohol content
- Rub all surfaces of both hands until they are dry.

Washing equipment

The following hygiene measures are recommended to continue to manage the risk of transmission:

- clean shared equipment between each use;
- continue to encourage patrons to bring their own equipment;
- implement hygiene measures following each hire session;
- encourage patrons to wipe down equipment after each use; and
- facilitators should ensure cleaning is carried out at the end of each hire session

Increased cleaning and sanitation regime

- It is important to ensure appropriate cleaning of common contact surfaces, 'high touch' items and shared amenities, such as handles and taps. It is recommended that frequent cleaning in all areas is maintained.
- This is especially important in high traffic areas. If you think a surface may be contaminated, wipe down with antibacterial wipes.
- Before and after the use of the Centre facilities, user groups are required to clean all equipment to be used as a part of their hire, including (but not limited to) chairs, tables, counter surfaces and other touch points (i.e. door handles). This relates only to the room(s) to be used as a part of the group's booking. This does not include cleaning of floor surfaces, kitchen areas (unless they form part of their bookable space i.e. kitchen), toilets and entry areas.
- Cleaning instructions and materials will be made available to groups hiring the Centre for each hireable space however, groups are also required to bring their materials based on their needs and in order to comply with these terms and conditions.
- This cleaning required to be undertaken by the user groups is in addition to the regular detailed and increased cleaning which will be undertaken by The Spiers Centre.
- Cleaning standards that will assist you in your cleaning practises can be found on the Department of Health website.

Register of Participants

- User groups are required to keep a register of all participants in attendance for each session, including participant contact details. This register is to be made available to relevant authorities upon request.

Safety Plans

- User groups are strongly encouraged to complete the State Government's COVID-19 Safety Plan for their respective activities and submit a copy of this to The Spiers Centre and relevant authorities if requested.
- The link for the COVID-19 Safety Plan is as per below:
<https://www.wa.gov.au/government/document-collections/covid-safety-plan-and-guidelines>

Compliance Obligations

- All user groups must adhere to the directions of The Spiers Centre's Safety Plan as it relates to their activities and where these directions extend beyond (but remaining within) the current State Government guidelines. For example, completion of on-line education regarding COVID 19 infection control, hygiene protocols etc.
- Failure to comply with these Conditions of Hire may result in the cancellation of the user group's bookings.

Please Note: These requirements apply to hire arrangements between The Spiers Centre and the user group. Hirers must also observe all applicable State laws and regulations relating to the premises, including in relation to COVID 19 and the associated risk. This will already form part of the obligations under these Hire Terms and Conditions.