

PO Box 614 Kununurra 6743 20 Coolibah Drive KUNUNURRA

Koolama Street WYNDHAM

T | 9168 4100

F | 9168 1798

E | mail@swek.wa.gov.au

W | www.swek.wa.gov.au

8.00am - 4.00pm MON - FRI

# Shire Facility and Equipment Hire

## **INFORMATION FOR HIRER**

- Terms and conditions for the hire of Shire of Wyndham East Kimberley (the Shire) facilities and equipment are included in this application and must be signed on submission of the form. If you wish to book multiple facilities, you will require one form per booking apart from regular/seasonal bookings.
- The majority of Shire managed facilities have current Public Building Certificates of Approval, which means they have been approved for specific uses and numbers of people. Please be aware that events outside of these requirements may require further approval, subject to advice from the Shire
- If you are hiring a Shire Facility for a public event, you may need to complete an 'Event Application' Form'. To determine if your event will require approval from the Shire please complete the checklist below. If any of these are applicable, please contact the Shire to confirm whether an Event Application is required.

	The venue is being use for a public event
	A venue is being used for something other than its intended regular purpose
	Traffic Management Plan / Road closure is required
	Car-park needs to be blocked
	Marquees, tents, structures will be erected
	The event is advertised
	Portable toilets are proposed
	Entertainment equipment is proposed (e.g. bouncy castle, amusement rides)
_	

- □ Lighting is proposed/required
- Food will be sold
- Alcohol will be provided
- Bookings are not confirmed until payment of all venue fees and bonds have been received.
- Please submit completed Shire Facility and Equipment Hire Form and supporting information as early as possible to avoid disappointment. Please send completed form to:

Email:-SWEKKLCGroup@swek.wa.gov.au Mail: PO Box 614 Kununurra WA 6743

In person: 20 Coolibah Drive, Kununurra or Koolama Street, Wyndham

Should you require further information please contact the Shire on 9168 4100

## 1. APPLICANT DETAILS

Organisation	n / Applicant				
Type of orga	nisation	☐ Not for Profit ☐ Government			
ABN					
Contact pers	son				
Residential	Address				
Postal addre	ess				
Contact nun	nber	Home:			
		Mobile:			
	,	Work :			
Email					
Are you the	contact person	Yes			
during the e	vent?	☐ No ( Provide conta	act details below)		
Contact nam	ne				
Mobile					
2. SHIRE EG	UIPMENT HIRE				
	nent would you	Tables x	□Pro	ojector	
like to hire?		Chairs x	□Mi	crophone	
			□Sp	eaker	
			□Esl	<b>с</b> у	
Collection d	ate				
Collection ti	me				
Return date					
3. SHIRE FA					
What venue	would you like to h	ire?			
Kununurra Venues	Parks	Ovals	Outdoor Courts	Leisure centre	Other
	☐ White Gum	Ag Oval	Tennis Courts	Hall	Council
	Celebrity Tree	Town Oval	☐ Netball Courts	Stage	Chambers
	Toilets	Toilets	Basketball	Kitchen	☐Council Meeting
	Power	Change	Courts	☐ Pool☐ Squash Courts	room  Airport Meeting
	☐ Water	Rooms			Room
Wyndham	Ova	lls	Outdoor Courts	Oth	er
Venues	☐ Town Oval		Multipurpose	Peter Reid Mem	orial Hall
	Toilets		Courts	Recreation Cent	
	☐ Change Rooms			Pool	
				Council Chamber	
				Council Meeting	Koom

Date Facility Required		
(if required on a regular basis,		
please completed attached		
calendar)		
Time Facility Required		
Expected No. of Attendees		
Will alcohol be consumed?	Yes (If	yes, Shire Liquor Application
	must be co	mpleted)
Will food be sold?	☐ Yes (If y	es, a Shire Temporary Food Stall Application may need to be completed)
	☐ No	
4.PAYMENT		
How will you be paying for yo	ur Shire	☐ Cash
Facility/ equipment hire?		
(Fees must be paid in full before		☐ Card
confirmed. Booking remains ten then)	tative untii	
uleil)		☐ Cheque
		Bank Transfer ( Account details below)
		Name: Shire of Wyndham East Kimberley
		BSB Number: 306 045
		Account Number: 5356458
		Description: SFH Applicant Name
		☐ Purchase order: PO#:
		☐ Invoice Account name:
		If you would like to be invoiced but do not have an account with the Shire
		of Wyndham East Kimberley, please request and complete a 'Account
		Application Form', this option is for re-occurring seasonal bookings only

In order to hire a Shire facility you are required to pay a bond (Bond amount is determined by SWEK's Bond Risk Matrix)
You will be notified of your required bond after the booking form has been processed

## 5. REGULAR/ SEASONAL BOOKING CALENDER

Please indicate dates on the below calendar (if applicable)

## 2020 Calendar

January 2020										
w	S	М	T	W	T	F	S			
1				1	2	3	4			
2	5	6	7	8	9	10	11			
3	12	13	14	15	16	17	18			
4	19	20	21	22	23	24	25			
5	26	27	28	29	30	31				

February 2020										
w	s	М	Т	w	T	F	s			
5							1			
6	2	3	4	5	6	7	8			
7	9	10	11	12	13	14	15			
8	16	17	18	19	20	21	22			
9	23	24	25	26	27	28	29			

		Ma	arch	20	20		
w	S	М	T	w	T	F	S
10	1	2	3	4	5	6	7
11	8	9	10	11	12	13	14
12	15	16	17	18	19	20	21
13	22	23	24	25	26	27	28
14	29	30	31				

April 2020								
w	S	М	T	w	T	F	S	
14				1	2	3	4	
15	5	6	7	8	9	10	11	
16	12	13	14	15	16	17	18	
17	19	20	21	22	23	24	25	
18	26	27	28	29	30			

May 2020									
W	S	М	T	w	Т	F	S		
18						1	2		
19	3	4	5	6	7	8	9		
20	10	11	12	13	14	15	16		
21	17	18	19	20	21	22	23		
22	24	25	26	27	28	29	30		
23	31								

June 2020									
w	S	М	Т	W	Т	F	s		
23		1	2	3	4	5	6		
24	7	8	9	10	11	12	13		
25	14	15	16	17	18	19	20		
26	21	22	23	24	25	26	27		
27	28	29	30						

July 2020							
w	S	М	Т	w	Т	F	s
27				1	2	3	4
28	5	6	7	8	9	10	11
29	12	13	14	15	16	17	18
30	19	20	21	22	23	24	25
31	26	27	28	29	30	31	

	August 2020								
w	s	М	Т	W	T	F	S		
31							1		
32	2	3	4	5	6	7	8		
33	9	10	11	12	13	14	15		
34	16	17	18	19	20	21	22		
35	23	24	25	26	27	28	29		
36	30	31							

September 2020										
w	S	М	T	w	Т	F	S			
36			1	2	3	4	5			
37	6	7	8	9	10	11	12			
38	13	14	15	16	17	18	19			
39	20	21	22	23	24	25	26			
40	27	28	29	30						

October 2020							
w	S	М	Т	w	Т	F	S
40					1	2	3
41	4	5	6	7	8	9	10
42	11	12	13	14	15	16	17
43	18	19	20	21	22	23	24
44	25	26	27	28	29	30	31

November 2020							
w	S	М	Т	w	Т	F	s
45	1	2	3	4	5	6	7
46	8	9	10	11	12	13	14
47	15	16	17	18	19	20	21
48	22	23	24	25	26	27	28
49	29	30					

December 2020							
w	S	М	Т	w	T	F	S
49			1	2	3	4	5
50	6	7	8	9	10	11	12
51	13	14	15	16	17	18	19
52	20	21	22	23	24	25	26
53	27	28	29	30	31		

## **DECLARATION**

I/We agree to indemnify the Shire of Wyndham East Kimberley against all actions, claims, demands, or costs arising out of connection with the booking of an event or the hire of a facility or equipment. In consideration for the use of facilities owned by the Shire of Wyndham East Kimberley, I/we agree to hold the Shire of Wyndham East Kimberley harmless for any damages, acts or incidents that occur as a result of the above event held by me/us. Further, I/we assume all liability for specific losses arising from the event listed above and release the Shire of Wyndham East Kimberley from all liability and costs incurred arising from the incident or the event.

Applicant Name	
Organisation Name (if applicable)	
Position (if applicable)	
Signature	
Date	

## 6. BONDS

Bond Deposit (SWEK Staff to complete)						
Bond Amount Paid						
Type Of Payment	☐ Cash ☐ Card ☐ Bank Transfer (Account details below) Name: Shire of Wyndham East Kimberley BSB Number: 306 045 Account Number: 5356458 Description: SFHB Applicant Name					
Date Paid	,					
Bond Refund						
(Applicant to complete)						
How would you like your Bond refunded?	Cheque					
Bona refundea :	Paid to the order of					
<b>MUST READ</b> By your signature below, you	Full Postal Address					
certify that the Payee is the	ETF Payment Details					
rightful receiver of any refund	Bank branch Account name					
and the details you have	BSB number					
provided are true, accurate and complete.	Account number					
Signature	7.000dilt Hallisol					
Trust Bond refund (SWEK Staff to complete after	the event)					
Creditor Number:						
ABN (if applicable)						
Trust number						
Refund of Bond		☐ Yes	Amount refu (No GST)	ount refunding: \$ GST)		
			Amount retained: \$ (GST applies)			
	Is the refund to be		Amount refunding: \$ (No GST)  Reason for partial or full bond being retained by The Shire of Wyndham East Kimberley:			
	paid in full?	□No				
			retained fun	ide the expe ds will be allo	nse account where ocated to:	
			GL:			
Requesting Officer				Date		
Signature (Leisure Centre Staff)			,			
Authorised by						
(Finance Officer)						
Signature						

## 7. TERMS AND CONIDTIONS OF HIRE

## Terms and Conditions of Hire for Shire Venues, Facilities and Equipment

This document supersedes all previous documents relating to the terms and conditions and hire fees relating to the hire of Shire of Wyndham East Kimberley (the Shire) community facilities. Subject to the following conditions the Shire grants to the Hirer the right to hire and use the venue for the purpose indicated on the date or dates and at the times shown on the Shire Facility and Equipment Hire form.

The Hirer agrees to observe and comply with any and all laws, rules, regulations and ordinances involved with the hire of the premises. Hire of the premises is for use of the designated premises and available listed furniture and equipment only. It does not confer admission to any other areas of the venue; nor does it entitle use of Centre staff, other facilities or equipment.

#### Period of Hire

Venues are available from the booked commencement time. Hirers must allow appropriate time to set up, clean up and complete restoration of the area/s when completing the Shire Facility and Equipment Hire form. Where the area is used beyond the period of hire, the hirer will be charged for the additional use. This charge will be deducted from the bond at the standard additional hourly rate, rounded to the nearest hour. All functions are to cease by midnight – cleaning may continue until 1.00am when the premises are to be vacated.

#### Hire Fee

- Must be paid at the time of booking, unless the Hirer is an approved account holder registered with the Shire. All fees include GST.
   Written confirmation of bookings is available upon request from the Shire.
- Set up and clear up of the venue is the responsibility of the Hirer. In stating hire times, set up and clean up periods must be allowed for and approved by Shire Officers.
- Any costs, fees and expenses incurred by the Shire for non-payment of hire fees by the Hirer, including but not limited to, administrative costs, debt collection, agency fees and legal costs and expenses, will be met by the Hirer. Charges may vary.
- The Shire reserves the right to revise fees, charges and bond payable from time to time as may be found necessary.

## **Bond Fee**

- Is to be a separate lodgement; the full amount to be received by the Shire at least 14 days prior to commencement of the hire period.
- Bond monies will not be refunded if the conditions of hire have not been fully complied with. The venue must be left in a clean condition, the permanent layout must be restored, and repairs of any damages to furniture, fixtures or the building must be arranged and paid for by the Hirer. Bonds will only be refunded to the original paying person/organisation and by way of EFT or cheque.
- The Hirer is liable for any costs, losses or damages incurred as a result of damage caused to the state of repair or condition of the venue during the hire period/s, and acknowledges that the Shire may retain all or part of the bond to cover any costs incurred by the Shire for repair or cleaning required as a result of the Hirers' use of the hired venue (other than for reasonable wear and tear). The Shire retains the right to determine the cost of any repairs or cleaning required. The Hirer agrees on demand to pay to the Shire any such further amounts as are required to cover the cost of repairs or cleaning not covered by the bond monies.

## **Public Liability**

Regular/Seasonal hirers are required to have public liability insurance to a minimum value of \$10 million dollars. A current copy of which must be forwarded to the Shire with the booking application. Regular/seasonal bookings are defined as twelve or more bookings per annum. The Hirer shall do nothing which will, or is likely to, prejudice or render void, Shire's insurance policies.

## Working with Children Compliance

Pursuant to the Working with Children Act 2004, supervisors and other adults working with children under the age of 18 are required to possess (or make application for) a current Working with Children Check and/or National Police Check.

## **Provision of Security Personnel**

Is the responsibility of the Hirer. The Shire reserves the right to have an employee in attendance at any event.

## **Bookings**

The Shire reserves the right to refuse an application for hire of a location, or to cancel any reservation already made without explanation, and to refund the fees and charges paid. The Shire shall not be liable in any way for any loss or damage otherwise in consequence of the exercise of this right.

## Concession Rates

- Concession rates are available for community and youth service providers and not-for-profit organisations. Organisations must provide
  a copy of their Certificate of Incorporation or other documentation showing intention to incorporate or affiliation with an incorporated
  community organisation.
- No concession rate will apply in the event that a participation fee is charged by hire groups for profit.

## Cancellations by Hirer

All Hirer cancellations must be made in writing to SWEKKLCGroup@swek.wa.gov.au . To cover administrative costs all cancellations will incur a minimum penalty of 15% of estimated hire costs. Hirer cancellation of less than one (1) month from date of hire incurs a penalty of 50% of total hire cost. Hirer cancellation of less than 7 days prior to the date of hire incurs a penalty of 100% of total hire cost.

#### Cancellations by the Shire Wyndham East Kimberley

A full refund of all monies in relation to the booking is payable to the Hirer in the event the booking is cancelled without fault of the Hirer. Bookings may be cancelled if:

- The Shire becomes aware that any event, goods or service proposed to be held or provided by the Hirer is/are prohibited by law, objectionable, dangerous, pose a safety threat or inappropriate impact on local residents.
- The venue is required for Council functions or Local Government, State or Federal elections
- The hire fees and/or bond monies have not been paid
- Maintenance or repairs are being carried out within the venue or grounds
- The Hirer has not provided evidence of insurance coverage and/or security arrangements and/or liquor license (note: alcohol is not permitted within the grounds of some venues)

The Shire shall not be liable in any way for any loss or damage or otherwise in consequence of the exercise of this right. Cancellation or termination of the booking will not affect any right which the Shire may have to recover monies owing for the booking or to recover damages from the Hirer.

## Pre- and Post-Inspection of the Premises

Where possible, venues should be viewed prior to completing the booking application. This is arranged by directly contacting the venue office. Post hire inspections will be conducted by Shire staff as soon as possible post event. Hirers' are responsible for completing a Risk Management form and submitting same with the booking application.

#### **Key Collection**

- Keys for community facilities are to be collected from the venue office during business hours and are to be returned to the office no later than the next working day following the Hirers' event.
- A key bond is required to be paid prior to accessing external facilities. The bond will be refunded by the Shire of Wyndham East Kimberley Leisure Centre staff/ Wyndham Shire Officers upon return of the key.

## Alcohol and Food Guidelines (refer to Event and Community guidelines)

- Smoking is not permitted within the grounds of any Shire facility and it is the responsibility of the hirer to monitor and enforce.
- For alcohol, BYO or otherwise, to be permitted at other venues application to, and subsequent permission from, the CEO Shire of Wyndham East Kimberley PO Box 614 Kununurra 6743 is required.
- A copy of a current Occasional Liquor License together with conditions contained therein as issued by the Department of Racing, Gaming and Liquor (Liquor Licensing Division) is required if the applicant wishes to sell alcohol either directly or indirectly i.e. included in ticket pricing.
- Glass is not permitted within the swimming pool or surrounds. Cans and plastic containers are preferred for the serving, and consumption of, any food or drinks.
- It is the responsibility of the Hirer to be aware of the requirements of the Food Act 2008, Food Regulations 2009, Food Standards Australia New Zealand and to ensure compliance by all personnel with same. Approval must be obtained from the Shire if it is the intention to utilise the premises for the manufacture or processing of food stuffs for sale.

## Cleaning Requirements

The venue must be left in a clean and tidy condition and secured upon the Hirer's departure. Hirers' are responsible for:

- The provision of, and application of, appropriate protection of all surfaces (including floors and tables) prior to, and during, any food preparation or handling. Sports flooring is not designed for food spillage and requires appropriate protection eg. tarpaulin.
- Any equipment, tables, chairs, must be wiped down and all residue removed from surfaces floors, walls, doors and windows
- The removal of all rubbish and any decorations and/or signage from the premises.
- The provision of all cleaning equipment and materials including garbage bags, detergents, brooms, buckets, mops.
- Storing all equipment in the allocated space; returning furniture to the original plan/ layout

Time for cleaning is included in the booking period and charged accordingly therefore the clearing and cleaning of the premises is to be conducted immediately following the event unless alternative arrangements have been negotiated and agreed between the Centre Co-ordinator and the Hirer at least 2 weeks prior to the event. The Shire reserves the right to impose an additional waste disposal charge if garbage is not removed and/or a cleaning fee if the area/s requires cleaning following a hire period.

Any serious damage to the Shires' property must be reported to the Shire as soon as possible. In the event Shire staff discover damage, the Hirer will be contacted and where possible and invited to inspect the damage themselves. The cost of repairs will be deducted from the bond monies.

## Responsibility for the Maintenance of Order during the Hire Period

The Hirer, or their representative, is required to be present for the duration of the activity. The Hirer must:

- Pre-inspect the premises to identify any risk factors and familiarise themselves with all emergency procedures and ensure the location of exits, fire extinguishers and hoses;
- Allow any other person(s) to use other areas of the venue(s) for any purposes other than what is being applied for; and
- Ensure that noise levels are kept to an acceptable level as defined by venue staff.

The Hirer assumes responsibility and liability for:

- The conduct of all participants;
- The maintenance and preservation of good order during the period of hire; and
- Any damage caused by activity participants;

Should Shire staff be called to an event:

- The Hirer shall obey all reasonable directions of the appointed Shire Officer(s).
- The Shire Officer(s) shall assume complete control over all means of entry and exit to the premises and may refuse admittance to any person/s.

## **Accident or Injury**

In the event of an accident or injury arising through the Hirer's use of the premises, the Hirer must inform Shire staff immediately and subsequently complete an incident report form to be filed at the Shire offices.

#### **Access and Exits**

All fire exits are to be clear and useable without hindrance. Information relating to disability access and facilities within venues is available by contacting the relevant facility and arranging an inspection of the premises.

## **Restricted Items**

Floors, walls or any part of the building shall not be broken or pierced by nails, screws, etc. nor shall any appliance, fitting or fixture be interfered with in any way. Adhesives are not to be used on any surface.

Fireworks, confetti or other items deemed by responsible Shire staff to be objectionable are not permitted.

#### **Subletting**

It is not permitted for the Hirer to sublet the premises or any part thereof. All hire arrangements must be submitted to the Shire for approval.

## **Your Privacy**

The supply of personal information on forms is voluntary, although failure to include information required may result in processing delays or rejection. The details supplied are not publicly available however the person signing this form is able to access to view or correct any information supplied by requesting same from the Shire offices where they will be stored.

#### Indemnity

- The Hirer agrees to indemnify the Shire of Wyndham East Kimberley and its servants, agents and employees against any loss or damage in any form sustained by the Hirer or any person, firm or corporation, from liability as a consequence of the use of the facility. The Shire shall not be responsible for any loss of or damage to, any property whatsoever belonging to the Hirer or any person attending the activity.
- As 'the Hirer' I acknowledge that I have read and understood the terms and conditions for hire of the Shire facilities and grounds and agree to be bound by them. I agree that failure to comply with all the terms and conditions as stated may result in retention of bond monies, additional fees and may jeopardise any future use of the Shire facilities and grounds.
- I hereby grant the Shire an indemnity from and against all claims, demands, remedies, suits, injuries, damage, losses, costs, liabilities, actions, proceedings, rights of actions, claims for compensations and the like for which the Shire may be, or may become, liable in conjunction with injury, damage or accidental death through my neglect or default or misuse or by the neglect or default or misuse of any other person in connection with use of the Shire facilities and grounds.

Signature	Date	

# **Shire Facility Inspection Form**

1. APP	LICANT DETAILS	;						
Contact nam	ne							
Date of book	ding							
Date of Pre Hire Inspection								
Kununurra Venues	Parks	Ovals	Ovals		or Courts	Leisure centre	Other	
	☐ White Gum ☐ Celebrity Tree ☐ Toilets ☐ Power ☐ Water	Ag O Towr Toile Char Rooms	n Oval ts	☐ Net	nis Courts ball Courts sketball	☐ Hall ☐ Stage ☐ Kitchen ☐ Pool ☐ Squash Courts	☐Council Chambers ☐Council Meeting room ☐ Airport Meeting Room	
Wyndham Venues				Outdoor Courts		Other		
venues	☐ Town Oval ☐ Toilets ☐ Change Rooms			☐ Mul Courts	tipurpose	☐ Peter Reid Memorial Hall ☐ Recreation Centre ☐ Pool ☐ Council Chambers ☐ Council Meeting Room		
2. PRE-HIRE INSPECTION								
Applicant to	complete					0		
			<b>√</b>			Comment		
Venue clear of rubbish				'es lo				
Inspections of site for unsafe litter (glass/ metal)			'es lo					
Inspection of playing surface			ПУ	'es				

□ No

Yes

No

Yes

No

Yes

No

All safety signage is in place and legible

suitable condition

hirer

All equipment provided for hire is in

Facility deemed suitable for use by

3.	AΡ	PLI	CANT	DECL/	4 R A	<b>ATION</b>

Istate that I co	ompleted the above the facility is suital	ore-event inspection on/ and deem that ole for hire.
Signature		
Date		
4. POST-HIRE DECLARATION		
SWEK Staff to complete		
	<b>✓</b>	Comment
Venue clear of rubbish	□ Yes	
Inspections of site for unsafe litter (glass/ metal)	□ Yes	
Inspection of playing surface	□ Yes	
All safety signage is in place and legible	□ Yes	
All equipment provided for hire is in suitable condition	□ Yes	
Facility deemed suitable for use by hirer	□ Yes	
5. SWEK STAFF DECLARATION		
		post-event inspection on/ and deem that ty in its original condition
Signature		
Date		