



Busselton Youth and Community Activities Building

RULES

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1. INTRODUCTION

These Rules are binding on all users of the Building. They are designed to ensure that the use and occupation of the Building is consistent and maintained to a high standard. They are also intended to be fair and reasonable.

Hirers will receive a copy of these Rules with their Agreement. The BSLSC will be bound to observe them as they are deemed to be incorporated into their Lease. The Youth Service Team and their invitees are required to observe and comply with these Rules.

These Rules are subject to change and updating as may be required. The City will endeavour to bring any changes to the immediate attention of the BSLSC, Youth Service Team and Hirer and up to date versions will be posted on the City's website and hardcopies will be made available at the City's administrative offices.

2. DEFINITIONS

For the purposes of this document:

Agreement means the Contract of Hire entered into with the City;

BSLSC means the Busselton Surf Life Saving Club leasing space within the Building;

Building means the Busselton Youth and Community Activities Building;

City means the City of Busselton;

Common Areas are the shared use areas and for avoidance of doubt include the gallery, south cover, north cover, UAT and ablutions;

Hire Period means the dates and times specified in the Agreement;

Hirer means a Person, a Body Corporate, Business or an Incorporated Association that have completed an Agreement with the City;

Keys mean any access card or key provided;

Leased Premises means the area leased to the BSLSC for exclusive use;

Venue means the hired space as identified on the Agreement this includes the kitchen and the Common Areas which are available for non-exclusive use in conjunction with the hire of these rooms and excludes the Leased Premises and the Youth Space.

Youth Services Team is the Youth Development Officer and the Youth Development Team employed by the City.

Youth Space consists of the youth space, youth office and store adjoining the office.

3. KEYS

BSLSC

BSLSC will be provided with Keys for their Leased Premises and the Common Areas. BSLSC shall be responsible for their Keys and must notify the City of any loss or damage to the same as soon as possible. Charges will apply to lost and replacement Keys. At the expiry of their leasehold term, BSLSC are required to return all Keys to the City.

Youth Services Team

Youth Services Team will be provided with Keys to the Youth Space and the Venue. Youth Services Team shall be responsible for these Keys and must notify the City of any loss or damage to the same as soon as possible.

Hirer

The Hirer will be provided with Keys to the Venue. A deposit will be taken by the City for Keys issued. The Keys must be returned to the City at the end of the Hire Period and at the latest within 2 working days of the end of the Hire Period. Hirers shall be responsible for these Keys and must notify the City of any loss or damage to the same as soon as possible. Charges will apply for lost Keys.

4. ALARM CODES AND SECURITY

BSLSC, Youth Services and the Hirer will be allocated a 4-digit security number, known to them. This security number should not be divulged to anyone other than the authorised Key holder.

Hirer's access to the Venue will be restricted to the Hire Period.

Alarm Instructions

Deactivation:

1. Enter the door to the main foyer.
2. The alarm panel is located on the right side as you enter.

(Note: You have roughly 45 seconds to complete this input before the alarm will activate, so take your time. If the alarm does activate, don't worry, just keep entering the code as instructed below)

3. Press the CLEAR button.
4. Enter the assigned code in alarm panel.
5. Select the OFF button.

6. Do not press ENTER.
7. The alarm should now be turned off.

(If you have done anything incorrect during this phase, just hit CLEAR and start again.)

Activation:

To reverse the procedure and activate the alarm, do the following:

Only activate the alarm if you are absolutely sure no one else is in your section of the building and ALL doors and windows are closed in the Venue.

1. Enter code in alarm panel.
2. Select the ON button.
3. Do not press ENTER.
4. The alarm panel will now start to beep and count down the time allocation.
5. You have approx. 45 seconds to exit the building.
6. Once the beeping stops it indicates the alarm has activated.

General:

It is the duty of the BSLSC, Youth Service Team and the Hirer to know the correct security code and security procedures. Failure to do so may incur a call-out fee for a security guard to attend if the security system is not correctly activated/deactivated. Callout fees will be passed on to the party that activates the alarm.

5. CLEANING AND WASTE

BSLSC, Youth Services Team and Hirer's are required to recycle wherever possible and in particular, deposit paper, cardboard boxes, literature etc. in the "yellow lid" wheelie bins, supplied for that purpose.

Additional recycle bins will be provided in the rubbish compound. Access to the bin enclosure is not available to the Hirer. All cardboard boxes must be crushed before depositing into the bin. The recycle bin is emptied fortnightly.

BSLSC, Youth Services Team and Hirer's are responsible for the disposal of their non-recyclable rubbish into the green bins and must not leave any rubbish in the kitchen or Common Areas.

The City shall employ cleaning contractors to clean the Youth Space and the Venue at frequencies determined by the City.

The Youth Services Team will arrange for the bins to be placed out for collection (where reasonably possible).

The BSLSC are responsible to place their bins out for collection and ensure that the bins are returned within their Leased Premises on the same day as the collection.

6. EMERGENCY EVACUATION PROCEDURES

Hirer's must acquaint themselves immediately upon arrival with the location and content of the evacuation orders for the Building, including the location and type of fire extinguishers and blankets. Hirer's must ensure their employees, clients, suppliers or guests are familiar with such procedures.

7. INSURANCE

BSLSC are to maintain insurance policies in accordance with the terms of their lease.

If required by the City, Hirer's at its cost shall take out public liability insurance in a form and for an amount specified by the City. The Hirer must present the City with a copy of the certificate of currency of such insurance.

If the Hirer has any employees, workers' compensation and employer's indemnity insurance acceptable to the City in respect of such employees and produce to the City on request, or in any event prior to the Hire Period, a certificate of currency of such insurances.

8. MAINTENANCE OF THE BUILDING

BSLSC, Youth Service Team and Hirers will not make any addition or alteration to the Building without the prior approval of the City, and will not damage, dismantle or destroy any facilities within the Building, or knowingly allow the Building to be damaged, dismantled or destroyed.

BSLSC, Youth Services Team and Hirers will promptly report to the City any damage to the Building.

9. PARKING

There is no designated parking for visitors, Hirers, Youth Service Team or BSLSC. Parking is available nearby either at metered or free period sites.

10. POWER

BSLSC, Youth Services Team and Hirers shall not use any electrical equipment that will cause the power supply to be overloaded or adversely affected in any way. BSLSC and Youth Service Team should use their best endeavours to have all electrical equipment professionally tagged.

11. AIR CONDITIONING

BSLSC, Youth Services and Hirer's will be provided with operating instructions for the air conditioner unit. It is the responsibility of each party to ensure they are familiar with these instructions before operating the unit. You are required to ensure the unit is switched off before leaving. Please notify the City of any failure in the operation of the air-conditioning facilities.

12. SHARED AREAS

BSLSC, Youth Service Team and Hirer's are permitted use of all Common Areas and will do nothing which will inhibit or prevent the use of those areas by others. Pictures and other promotional items are not to be displayed in the Common Areas.

Common Areas are not to be used for storage without prior written approval from the City.

Bikes/scooters must not be placed in the Common Areas and should be kept outside the Building in racks provided (and preferably locked). No bikes/scooters are to be left near any entrance doors to the Building.

13. KITCHEN

Access to the kitchen is only available with Keys access. Entrance doors to these rooms are to remain closed at all times. Doors to outside areas must be locked before leaving the room. Youth Service Team and Hirer's are responsible for keeping the kitchen clean and tidy and remove all unused consumables. General cleaning items will be available for use. No tea towels or cleaning clothes are supplied.

Youth Service Team and Hirer's should not leave unwashed crockery in the kitchen as a courtesy to other users.

Pictures and other promotional items are not to be displayed in the kitchen.

The kitchen is not to be used for storage without prior written approval from the City. Personal items must not be stored on top of the work stations. Shelving is available under the servery areas for the storage of personal items such as handbags, keys etc. A locked cupboard has been installed in the kitchen which is available for the sole use of the Youth Service Team.

When operating any equipment, operating procedures and manuals shall be followed at all times. Equipment shall be used only in the manner for which it is intended. Any faults with the equipment are to be reported to the City.

It is recommended that when cooking in the kitchen that the air conditioner is turned on. The bug zapper must be left on at all times.

The chemicals plumbed into the dishwashers shall not be tampered with or changed by Hirer's. If chemicals require changing during the Hire Period this should be brought to the attention of the City.

The Hirer shall remove all waste products, dispose of waste responsibly and, recycle where appropriate. This includes the responsible disposal of cooking oils.

Any breakage, loss or theft of any equipment including but not limited to tables or furniture are to be reported to the City.

14. SIGNAGE, ADVERTISING MATERIAL, DECORATION

Posters, advertising material or decorations are not to be affixed to internal or external glass surfaces or walls. No BluTac, sticky tape or adhesive substance is to be used on any surface.

Freestanding signage may be used during the Hire Period if prior approval is granted by the City and such use must be consistent with any signage policy that the City may have. Signage must not obstruct any Common Area or access way.

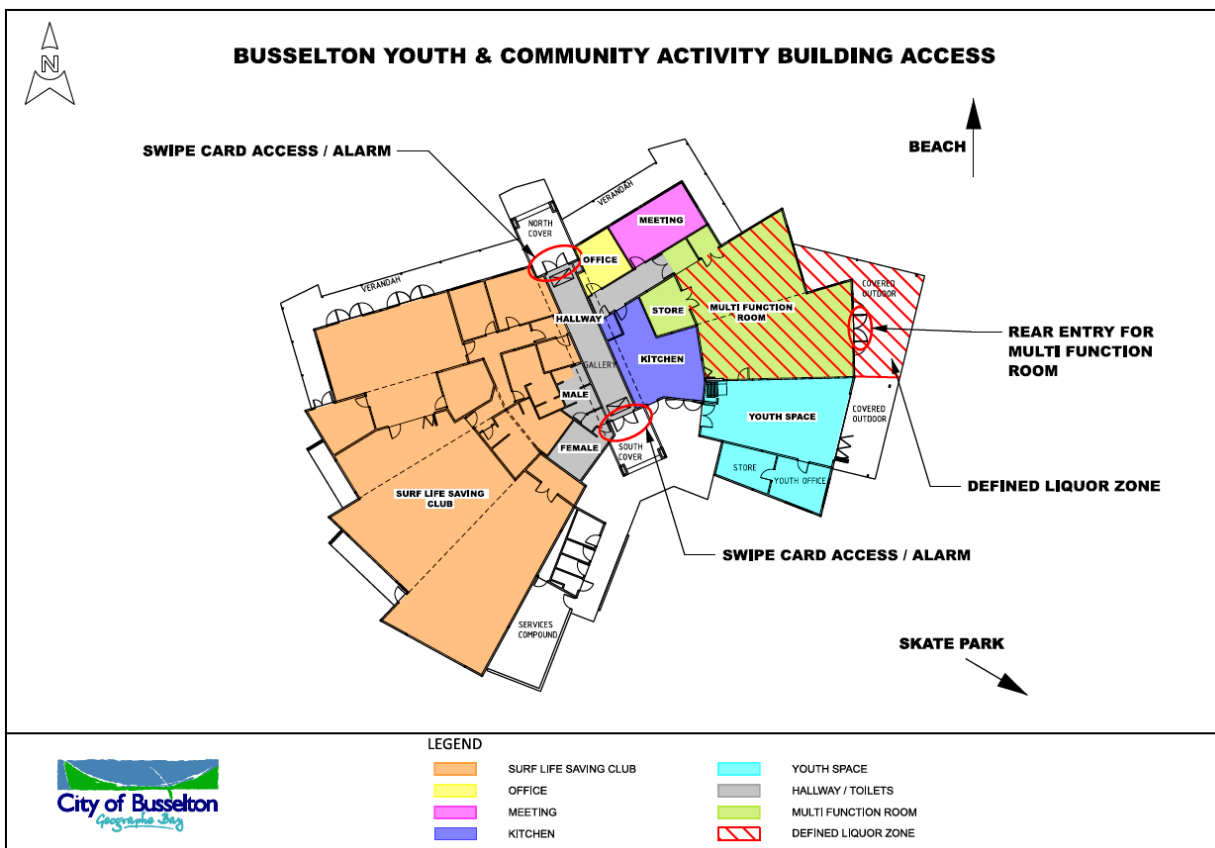
BSLSC shall not, without obtaining prior written consent from the City, place or permit to be placed on any external or internal glass window or panel of the Building visible from outside the Building, any decoration, lettering or advertising signage of any nature which does not meet the requirements of the City.

15. SMOKING & ALCOHOL

Smoking is not permitted within the Building and must be 5 metres away of any entrance to the Building.

The consumption and serving of alcohol is not permitted within the Building without prior approval from the City and appropriate liquor licence. Approval by the City will give regard to the suitability of alcohol consumption given its dominant use as a Youth Building and its operating hours. Sale and consumption of alcohol will not be allowed during operating hours of the Youth Centre.

When applying for a liquor licence for hiring of the Multi Function Room, hirers must adhere to the defined liquor consumption zone. Hirers and guests are not permitted to consume liquor outside of this zone.



16. USE OF BUILDING

1. BSLSC will use their Leased Premises as clubrooms, equipment storage and for the administration of their principal activities or as otherwise approved by the City.
2. The Hirer shall not use the Venue for any purpose other than the Approved Purpose specified on Agreement. For the avoidance of doubt access required for pre event set up, post event pack up and cleaning must only be carried out during the Hire Period.
3. The Hirer shall use the Venue and all its related equipment in a safe and proper manner. Audio Visual equipment shall be used in accordance with the manual provided by the City.
4. BSLSC, Youth Service Team and Hirers shall not;
 - i. light candles, candle lanterns or floating candles under any circumstances. These items result in unsightly litter and pose a fire risk; ii. Use confetti, rice or scatter decorations of any description;
 - iii. Light or operate a gas or wood fire appliance including but not limited to braziers, heaters, barbeque grills, outdoor heaters, alcohol burners;
 - iv. With the exception of appliances dependant on a permanent power supply such as refrigerators, leave any electrical lights or appliances on when vacating the Venue;
 - v. leave taps or dishwashers running in any location;
 - vi. damage any part of the Building or its immediate surroundings, if any damage is caused then the Hirer will be responsible for the repair of such damage; and
 - vii. do anything that may cause the Building to be vulnerable to fire, or to allow anything to be done that will cause damage or create annoyance or inconvenience to occupiers of any adjoining areas or buildings.

17. MUSIC

Hirer's must be aware that music utilised in association with the hire of the Building may be in breach of the *Copyright Act 1968* unless the Hirer acquires the appropriate licence as specified by the APRA and Phonographic Performance Company of Australia (PPCA).

Hirer's shall keep the volume of music and other noises within the legal noise level limits applicable to the time and use of the Venue. In the event of noise complaints or breach of law, a City employee may instruct the Hirer to take action to reduce noise. Failure to do so may lead to the Hirer being directed to immediately vacate the Venue.

Hirers of the Venue will need to be aware that the Youth Space has regular music events during their operating hours that may impact on their use of the space during these times.

18. VACATING

At the end of the Hire Period, Hirers must ensure that the Venue used by them is left in a clean and tidy condition to the reasonable satisfaction of the City. Cleaning costs or costs for the repair of damage will be charged in accordance with the terms of the Agreement caused during the Hire Period.

Bonds will be refunded by cheque to the person nominated by the Hirer. The City shall be notified in writing at the time of application if the refund is to be made to an alternative party. A direct deposit refund may be arranged if appropriate bank details have been provided at the time of application.

CONTACT DETAILS FOR CITY OF BUSSELTON

LEASING ENQUIRIES

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