



## **COMMUNITY HALLS**

### **RULES**

**August 2020**

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## **1. INTRODUCTION**

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

Hirers will receive a copy of these Rules as part of their Agreement. The Hirer and their invitees are required to observe and comply with these Rules and Regulations.

The 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 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**

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For the purposes of this document:

**Building** means the building in which the Venue may be located;

**City** means the City of Busselton;

**Common Areas** means any shared space within the Building (if applicable);

**Hire Period** means the dates and times specified in the Contract of Hire;

**Hirer** means a Person, a Body Corporate, Business or an Incorporated Association that have completed a Contract of Hire agreement with the City;

**Venue** means the hired space as identified on the Agreement.

## **3. ACCESS AND SECURITY**

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Hirer's will be provided with keys to the Venue and any Common Areas. A deposit shall be taken by the City for keys issued to long term Hirers.

Hirer's must ensure that on vacating all windows and doors are closed and locked behind them.

The key 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 to lost keys.

## **4. AIR CONDITIONERS (if applicable)**

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The City will display operating instructions for the air-conditioners in the Building. Hirers are required to ensure the units are switched off before leaving the Building and should notify the City of any failure in the operation of the air-conditioning facilities.

## **5. CLEANING AND WASTE**

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Hirers are responsible for the disposal of their recyclable and non-recyclable rubbish into the bins provided in the Building, if no bins are provided then the Hirer must remove all rubbish from the Building.

Cleaning costs or costs for the repair of damage will be charged in accordance with the terms of the Contract of Hire caused during the Hire Period.

Hirers shall clean and keep the Venue and any items associated with the hire in in good repair and to a standard acceptable to the City. Additional cleaning is charged at cost plus 10% for administration.

## **6. EMERGENCY EVACUATION PROCEDURES**

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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. Hirers must ensure their employees, clients, suppliers or guests are familiar with such procedures.

## **7. INSURANCE**

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If required by the City, the Hirer 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.

## **8. PARKING**

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There is no designated parking for Hirer's or guests. Hirer's and their guests must park responsibly. Infringements may be issued without warning.

## **9. POWER**

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Hirers shall not use any electrical equipment that will cause the power supply or sound systems to be overloaded or adversely affected in any way.

## **10. COMMON AREAS**

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Hirers are permitted use of 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 must not be placed in the Common Areas and should be kept outside the building in bike racks if they are available (and preferably locked).

## **11. KITCHEN FACILITIES**

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If the Kitchen forms a part of the Venue, the Hirer must:

- i. follow the operating instructions for kitchen equipment if provided, the instructions are to be returned to the same location after use
- ii. report to the City any faults with the equipment;
- iii. keep the kitchen clean and tidy. General cleaning items will be available for use by the Hirers;
- iv. remove all unused consumables;
- v. not leave unwashed crockery in the kitchen;
- vi. not place pictures and other promotional items in the kitchen;
- vii. not use the kitchen for storage without prior written approval from the City; and
- viii. ensure the doors to the kitchen are locked before leaving the Building.

## **12. SIGNAGE**

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Posters and advertising material are not to be affixed to internal or external glass surfaces or walls. 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.

## **13. SMOKING**

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Smoking is not permitted within the Building and preferably at least 5 metres away of any entrance to the Building.

## **14. USE**

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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.

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.

Hirer's must comply with all statutes, by-Laws and / or regulations relating to the Building or the use of the Venue, including any reasonable directions and instructions which may be given by the City or its officers either prior to or during the Hire Period.

Hirer's shall not;

- i. use any electrical equipment that will cause the power supply or sound system to be overloaded or adversely affected in any way.
- ii. light candles, candle lanterns or floating candles under any circumstances. These items result in unsightly litter and pose a fire risk.
- iii. Use confetti, rice or scatter decorations of any description,
- iv. Light or operate a gas or wood fire appliance including but not limited to braziers, heaters, barbeque grills, outdoor heaters, alcohol burners;
- v. leave on any electrical lights or appliances when vacating the Venue (with the exception of appliances dependant on a permanent power supply such as refrigerators.)
- vi. leave taps or dishwashers running in any location;
- vii. 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 or cost of repair of such damage;
- viii. 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.

## **15. MUSIC**

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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.

## **CONTACT DETAILS FOR THE CITY OF BUSSELTON**

### BOOKINGS ENQUIRIES

Venue Support Services

Phone: 08 9781 0383

[bookings@busselton.wa.gov.au](mailto:bookings@busselton.wa.gov.au)

### URGENT MAINTENANCE

City of Busselton

Phone: 08 9781 0444

### MINOR MAINTENANCE

Email: [facilities@busselton.wa.gov.au](mailto:facilities@busselton.wa.gov.au)