



Southern Drive, Busselton WA 6280
 All Correspondence to: The Chief Executive Officer,
 Locked Bag 1, Busselton WA 6280
 Venue Support Services: (08) 9781 0383
 Email: bookings@busselton.wa.gov.au
 Web: www.busselton.wa.gov.au

CONTRACT OF HIRE – CITY VENUES

Public Open Space (parks, beaches & reserves)	Preferred Location: (please print)
Busselton Community Resource Centre (Cnr Harris Rd & Camilleri St, Busselton)	<input type="checkbox"/> Meeting Room 1 <input type="checkbox"/> Meeting Room 2 <input type="checkbox"/> Meeting Room 3 <input type="checkbox"/> Meeting Room 2 and 3
Busselton Youth and Community Activity Building (Foreshore Pde, Busselton)	<input type="checkbox"/> Multi-Function Room <input type="checkbox"/> Meeting Room <input type="checkbox"/> Office Space
Churchill Park Hall (Adelaide St, Busselton)	<input type="checkbox"/> Hall
Undalup Room (City Administration Building)	<input type="checkbox"/> Function Room <input type="checkbox"/> Kitchen <input type="checkbox"/> Alfresco Area
Yallingup Hall (Caves Rd, Yallingup)	<input type="checkbox"/> Hall
Yoongarillup Hall (Yoongarillup Rd, Yoongarillup)	<input type="checkbox"/> Hall
High Street Hall (High St, Busselton)	<input type="checkbox"/> Hall <input type="checkbox"/> Blue Room

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

Will Alcohol be consumed: No Yes *(attach Application to Consume Liquor Form)*

Hirer: _____

Address: _____ Post Code: _____

Contact Person: _____ Position: _____

Email: _____ Phone: _____

Activity Being Conducted: _____

Approx. Number of Attendees: _____ Special Requirements: _____

Date of Hire Period: _____

	Start Time (including set up)		Finish Time (including pack up)
Monday		to	
Tuesday		to	
Wednesday		to	
Thursday		to	
Friday		to	
Saturday		to	
Sunday		to	

Terms and Conditions

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 City has had an opportunity to assess and approve)

'City' means City of Busselton

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

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

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

'Venue' means the hired space as identified in the section headed 'City Venues'.

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 City 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 City gives no warranty that the Venue is suitable for the Approved Purpose or that the City 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 City prior to the commencement of the Hire Period all bonds, fees and charges payable in relation to this Agreement as determined by the City 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 City 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
12. The City 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 City in rectifying any default by the Hirer in observing or performing any of the Hirer's obligations.
13. That the Rules of the Venue (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 City in relation to the Venue.
15. That the City may in its absolute 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 City: 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 City: 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 City 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 City 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 City 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 City or otherwise than in accordance with any conditions imposed by the City.
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 City.
22. That the Hirer must promptly report to the City any damage to or accident at the Venue.
23. That it is the Hirer's responsibility to ensure that the Venue is kept safe, 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 City on demand all legal costs, charges and expenses for which the City 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 City is obtained. Should the Hirer wish to consume, sell or serve alcohol it must seek the prior consent of the City before submitting any licence application under the *Liquor Control Act 1988*. Application to the City for this purpose shall be made no less than 14 days prior to the Hire Period.
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. *(Please note that it is deemed to be the sale of liquor when liquor is given away and a person has paid for admission to the Venue or for seating in the Venue or has been asked to make a donation of money by collection or otherwise.)*
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 City will notify the Hirer of the breach which, if the Hirer does not take reasonable steps to remedy, shall entitle the City 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 City 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 City promptly.
31. Hirers shall notify the City in writing of any requests to alter or cancel a booking. The City shall be entitled to charge a cancellation or change of hire fee for any bookings at the following rate: 10% of the Venue hire fee for notice received less than 7 days from the commencement of Hire Period.
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.

By signing this Agreement the signatory confirms their authority to commit the Hirer to the terms and conditions of this Agreement (including the Rules) and agrees to be bound by them.

Hirer/Authorised Signatory of Hirer: _____

Date: _____

Name: _____

Position: _____

REQUEST FOR PAYMENT – BOND REFUND *(If Applicable)*

CREDITOR NO: (If known)	DATE:
HIRERS NAME / ORGANISATION:	ABN:
BOND REFUND TO:	
ADDRESS:	
EFT PAYMENT: Yes <input type="checkbox"/> No <input type="checkbox"/>	EMAIL:
BANK:	BRANCH:
BSB:	ACCOUNT:
ACCOUNT NAME:	

I, the Bond Payer, authorise the City of Busselton to refund the facility hire bond held in my name to be refunded as above. I acknowledge that all or a portion of the facility hire bond may be retained by the City of Busselton as per the terms and conditions of this Contract of Hire.

PRINT NAME	SIGNATURE	DATE
OFFICE USE ONLY		

PAYMENT DETAILS: (Select all that apply)

- Hall hire bond – Full refund
- Key bond – Full refund
- Hall hire bond – Partial refund: Explanation _____
- Key bond – Partial refund: Explanation _____

RECEIPT NUMBER: _____ **APPLICATION #:** _____ **BOND #:** _____

SECTION	COST CODE	NATURAL ACCOUNT	ACTIVITY CODE	DESCRIPTION	AMOUNT	GST
PAYMENT TOTAL						

AUTHORITY FOR PAYMENT

Is this payment in accordance with adopted budget? **Y** **N**

Is the Requesting Officer authorised to approve expenditure? **Y** **N** (If not, Authorising Officer's signature required)

REQUESTING OFFICER'S SIGNATURE: _____

PLEASE PRINT NAME: _____ DATE: _____

AUTHORISING OFFICER'S SIGNATURE: _____

PLEASE PRINT NAME: _____ DATE: _____

PLEASE CIRCLE	POST CHEQUE	RETURN CHEQUE TO OFFICER	ATTACH TO CORRESPONDENCE AND POST
	EFT PAYMENT	OTHER (Specify):	