

Application for Venue Hire at 83 Whatley Crescent, Bayswater WA 6053

Bayswater Community Financial Services Limited

PO Box 411
Bayswater WA 6933
Phone: (08) 9370 3899
E-mail: bcfs@our.own.net.au

HIRER DETAILS

First Name					
Surname					
Position					
Organisation or Community Group Name					
Address					
Suburb		State		Postcode	
Email					
Phone					

Is your Organisation Not For Profit?

You provide services to the broader community; you consist of mainly volunteers; profits are not distributed to members. You are officially registered as a not for profit organisation.

Yes No

Organisation's ABN

Incorporated Number

Is your organisation a Community club or group?

You provide a service to the broader community; you consist of mainly volunteers; profits are not distributed to members. The club or group welcomes other members within the municipality of similar interest.

Yes No

Are you an individual?

You do not receive financial gain. You do not intend to promote a service, product, business or other commercial venture.

Yes No

Is your booking for commercial or business purposes?

You intend to promote a service, business or product for financial gain. You intend to meet with clients.

Yes No

Purpose / Function of Meeting?

Number of People Expected?

SECURITY

Preferred 4 Digit Security PIN Code

Preferred Single Word Voice Code

BOND

A \$110 Bond invoice will be issued. To ensure the Bond is reimbursed, please provide bank account details for Electronic Funds Transfer:

BSB

Account

Name:

TERMS AND CONDITIONS FOR VENUE HIRE AT 83 WHATLEY CRESCENT, BAYSWATER WA 6053

Failure to comply with any one or more of these conditions of use will constitute a breach of conditions and will result in a forfeit of the right of use of this facility.

1. APPLICATIONS

Each application for use must be made on the required application form, signed by the applicant, stating the purpose and hours required, and containing the applicant's undertaking to comply with these conditions of hire.

Application made on behalf of an organisation or body of persons, the applicant shall state the name of such organisation or body and the authority of the applicant for making such application, together with business telephone numbers of the applicant. The person making application on behalf of the organisation or body will then be liable to ensure compliance with these conditions of hire.

2. TENTATIVE BOOKINGS

Tentative bookings will be held for up to 14 days. A booking is only confirmed when a written confirmation is issued and payment is received.

3. SECURITY BOND

The security bond is a guarantee for the fulfilment of all conditions of hire and is a security against damage to the furnishings, fittings, walls, floors, equipment or the building itself. The bond will also cover extra cleaning expenses incurred to engage cleaners after the hirer's function, which is outside the normal cleaning schedule. Should the cost of the damage repair or cleaning be higher than the amount of the bond paid, the hirer agrees to pay the amount in excess of the bond.

In the event of the security system not being armed/disarmed correctly and the premises needing to be secured by our external security company, the security bond will be used to cover the cost of this call out.

All bookings incur a \$110 bond fee, with the exception of high risk functions, which attract a \$220 fee.

A bond invoice must be paid within 7 days from the invoice date. Bookings with less than 7 days event lead time must pay bond invoices immediately. We will return the security bond to the hirer within 14 working days via Electronic Funds Transfer (EFT) after bond refund approval. This is subject to a site inspection undertaken by us to ensure the facility was left in an acceptable condition and no damage to the facility has occurred.

4. FEES

The full hire fee as determined by us shall be paid to us **within 5 working days prior to the event**. We may, from time to time, fix, review and alter the charges to be levied for the hire of the facility. The fee will be that which applies at the date of the function, notwithstanding that the charge may have altered since the date on which the booking was made. If the full amount is not paid within 5 working days prior to the function, the booking will be automatically cancelled.

5. CANCELLATION

The hirer may cancel a booking. Notification of cancellation must be received 14 days prior to the hire date(s), in writing, otherwise a full fee of usage shall be charged.

It is a condition of hire that the hirer agrees to accept our right to cancel any booking and the hirer will be held to have consented to such cancellation and to have no claim at law or in equity for any loss or damage in consequence of such cancellation. Any refund shall be at the sole discretion of the appointed representative of the Board whose decision shall be final.

6. HIRE TIMES

The times booked must include set up time, caterer's time and last person out. Any use of the facility after the engaged time will be charged at the appropriate commercial rate. Such charges must be paid within 7 days of the invoice issued.

7. AMENDMENT OF CONDITIONS OF HIRE

Hirers are advised that we may amend Conditions of hire without notice at any time. Notwithstanding this, when conditions are amended every effort will be made to inform all hirers.

8. GAMBLING

No game of chance, at which, either directly or indirectly, money is passed as a prize, shall take place in any portion of the facility, without first obtaining our consent.

9. SMOKING

Smoking is not permitted inside the facility and 5 metres from doors or window openings. The hirer must advise facility users about the No Smoking Policy.

10. ALCOHOL

Hirers proposing that liquor be sold associated with the use of the facility, require a "Limited Licence" from the Department of Racing, Gambling and Liquor WA. Applicants for such a licence should allow for at least 4 weeks for this body to process their application. A copy of this licence must be presented 14 days prior to the function. The liquor licence must be displayed where the alcohol is being sold for the duration of the event. It is the responsibility of the hirer to ensure compliance with liquor licensing legislation.

11. AMPLIFIED MUSIC

Amplified music is not permitted without first obtaining our consent. Amplified music is any music, which can be heard outside the confines of the meeting room.

Amplified music must adhere to City of Bayswater Noise Legislation. The security bond will cover any fines issued as a result of non-compliance to the Noise Legislation. Should the cost of the fines be higher than the amount of the bond paid, the hirer agrees to pay the amount in excess of the bond.

12. DISORDERLY BEHAVIOUR

No obscene or insulting language, or disorderly behaviour shall be permitted in any part of the facility. We reserve the right to remove such offenders and any costs associated with the removal must be paid by the hirer.

13. FURNITURE, FITTINGS AND DAMAGE

All furniture and equipment remains the property of **Bayswater Community Financial Services Limited** and will not be rented out, removed or relocated outside of the meeting room.

The floor, walls or any other part of the facility, or any curtains, fittings or furniture, shall not be broken, pierced by nails or screws or in any manner or other way damaged, and no scenery, fittings or decorations of any kind shall be erected in the facility or attached to or affixed to the walls, doors or any other portion of the facility, curtains, fittings or furniture, mechanical, electrical or other equipment. No tape or adhesives are permitted.

The hirer will be liable on demand to pay the full cost of cleaning and or repairs occasioned by damage to the facility or any furniture or fittings as a result of the hiring.

The hirer will leave the facility in a tidy condition and all fixtures in good working order and condition, and immediately place all rubbish and waste matter, in plastic bags within the garbage bins provided. If this is not done, we shall be entitled to have the facility cleaned or put in order and the cost of doing so will be paid by the hirer.

14. EQUIPMENT AND APPLIANCES

No electrical installations or appliances of any kind shall be brought into the facility without our consent. Hirers must provide on the application a request for additional equipment which they propose to bring into the facility.

In the event electrical equipment and appliances brought in by the hirer causes electrical or building failure, the hirer will be liable on demand to pay the full cost of repairs occasioned by damage to the facility as a result of the hiring.

15. WIFI USAGE

WIFI Usage is included in all bookings, provided it is not used for anything unlawful, immoral or improper. Reasonable usage limits apply.

16. INCLUSIONS

All bookings include tea and coffee provided in the kitchen. The kitchen must be kept clean and tidy at all times.

17. SECURITY AND ACCESS

The hirer is to only use those areas negotiated at the time of booking.

The Hirer is responsible for collecting and returning the keys from 14 King William Street, Bayswater WA 6053 during business hours. The keys must be collected from and returned to the dedicated contact during business hours.

All windows and doors are to be locked securely and lighting and conditioning switched off when leaving premises.

Instructions on arming and disarming the security system will be provided at this time and via email. In the event of the security system not being armed/disarmed correctly and the premises needing to be secured by our external security company, the \$110 bond will be used to cover the cost of this call out.

18. THEFT

We shall NOT be liable for any loss or damage sustained by the hirer, or any person, firm, corporation entrusted to or supplying any article or thing to the hirer by reason of any such article being stolen, damaged or lost and the hirer agrees to indemnify us against any such actions.

19. DIRECTIONS

The hirer and persons under his, her or its direction shall forthwith obey all directions or orders given by the dedicated contact as to the management of the facility and functions being conducted therein. The hirer shall be held responsible for the actions of all and every person attending the function.

20. ANIMALS

No animals shall be allowed in the facility or its precincts without our consent.

21. RIGHT OF FREE ACCESS

The right of free access to any part of the facility at all times is reserved to members of Bayswater Community Financial Services Limited (directors and staff).

22. INSURANCE & RELEASE & INDEMNITY

The hirer must take out public liability insurance. The hirer must supply a certificate of currency for Public Liability insurance 14 days prior to the event. If hirer does not have its own Public Liability Insurance the hirer must notify us prior to using the facility.

The hirer is responsible for any accident, loss, damage sustained to any person or property or any injury sustained by any person using any part of the facility during the currency of the hiring, notwithstanding that such event arose from or by reason of any defect in the furniture, fittings or other accessories of any kind, and the hirer hereby forever releases, discharges, indemnifies, and holds harmless **Bayswater Community Financial Services Limited** against all claims and demands made or the costs or expenses incurred in connection therewith. Without limiting the former that includes:

- any legal liability whatsoever arising from the participation or use by the hirer and/or any other persons associated with the hirer, and in the activity of conducting the business operation at, and / or occupying the facility and in all activities in connection therewith, due to any cause;
- any and all loss, damage, expenses, claims, demands, actions and causes whatsoever which might be made or instituted or suffered or incurred or sustained by any person or body for injury, loss or damage arising in any manner for the said participation or use;
- all loss or damage to any property, buildings, equipment or materials and/or any other persons on or outside the location caused by the hirer and/or any persons associated with the hirer due to the said participation or use; and
- any and all loss, damage, injury or illness, including death, sustained or incurred by the hirer and/or any person associated with the hirer arising in any manner from the said participation or use/hire or occupation.
- In addition, the hirer must not do or neglect to do or permit to be done or leave undone anything, which will affect our insurance policy or policies relative to fire or public risk in connection with the facility. The hirer hereby indemnifies **Bayswater Community Financial Services Limited** to the extent that such policies are affected through any such act of commission or omission.

23. PRIVACY

We collect information for the purpose of registering the booking. The personal information collected will only be used to communicate with the applicant for hire or for regulatory, safety or other lawful purposes. Failure to provide this personal information may result in the application not being processed.

The hirer is to be mindful of the impact of their activity on other users of the premises and respect their space and privacy.

24. BREACHES OF CONDITIONS OF HIRE

Any person committing a breach of any one or more of these conditions of hire may be expelled from the facility. The hirer must bring this to the attention of all persons attending the event.

25. DISPUTES

In the event of any dispute or difference arising as to the interpretation of these conditions of hire or any matter or thing contained therein, our decision shall be final and conclusive.

26. GOODS AND SERVICES TAX (GST)

All fees and charges imposed by us will be subject to GST. Unless otherwise stated, fees and charges will be inclusive of GST.