

Porongurup Community Association (PCA) Porongurup Hall Hire Terms & Conditions**1. Basis of hire and use**

- a. The hirer may only use the venue for the purposes shown on the hirer's booking email. Any time required for setting up the venue or for cleaning up at the end of your event must be detailed in the period booked. The venue must be vacated by the time stated in the booking confirmation.
- b. A booking enquiry must be confirmed by the booking officer before a booking is confirmed.
- c. The hirer or the hirer's representative is responsible for communicating all conditions of hire and directives from the Porongurup Community Association to all other individuals associated with the booking.
- d. Unless otherwise stated, bookings are for a minimum 5 hours. If the agreed booking time is exceeded, additional hire fees may apply.
- e. Special conditions may be imposed for some types of events at the discretion of the Porongurup Community Association. These may include the requirement to obtain permits, licences or approvals relevant to the booking.
- f. If a room is left set up overnight or across multiple days for a hirer, the hire fee will be applicable for all times the room is not available to be hired out to other users. The hirer is accountable for the room until the room is made available to be hired by another user.
- g. The stated maximum capacity of the hired facility must not be exceeded at any time.
- h. Hire applicants must be 18 years or older.

2. Hire fee Payment

- a. Payment is due within 14 days from the date of the invoice. If the invoice is issued less than 14 days prior to the event payment is required at least 2 days prior to the event.
- b. Access to the venue will not be permitted unless all fees are paid in full and all booking conditions are met.

3. Bond

- a. In general the PCA does not charge a bond. However, dependent on your hire use and the numbers of the event the PCA may elect to charge a bond as security. If a bond is charged, the bond will be refunded by electronic funds transfer, usually within two weeks from the date of the facility hire.
- b. The bond will only be refunded to the individual / company that made the original bond payment, otherwise written confirmation will be required from the original payee.
- c. The following fees and charges may be deducted from the bond:
 - i. Additional facility hire time
 - ii. Repairs to the hired facility/equipment/surrounds
 - iii. Additional cleaning/decoration removal
 - iv. Re-keying of the facility
 - v. Security call-out fees.

4. Cancellation of bookings by hirer

- a. Cancellation of a booking must be made in writing (by email) to the Porongurup Community Association.
- b. Dependant on the notice provided and the impact on other hall hirers the hirer may be required to pay up to 100% of the booking fee. If sufficient notice has been provided no cancellation fee will apply.

5. Cancellation of bookings by the Porongurup Community Association

- a. The PCA may need to cancel or reschedule a booking to allow alternative use of the facility or to undertake maintenance on that facility. In this instance, every effort will be made to ensure the hirer is given at least 21 days' notification to make alternative arrangements.

6. Indemnity and Insurance

- a. Regular hirers are required to provide evidence of public liability insurance which covers the hirer's activity for the duration of the hire.
- b. Casual hirers may be covered by the Porongurup Community Association's Casual Hirer's Liability Insurance against claims of negligence or omissions for third party property damage or third party injury or death resulting from the hirer's use of the hired facility. Cover is limited to \$10,000,000 and the hirer is liable for the respective excess. A casual hirer means any person or group of people (not being a sporting body, club, association, corporation or incorporated body) who hires the venue for non-commercial or non-profit making purposes.
- c. The hirer is liable for all property damage and personal injury or death to third parties arising out of negligent acts or omissions by the hirer. As such, the hirer shall indemnify the Porongurup Community Association against:
 - i. Loss of or damage to property of the Porongurup Community Association, including existing property.

- ii. Claims by any person against the Porongurup Community Association arising out of or as a consequence of the actions of the hirer.
- d. The Porongurup Community Association will not accept liability for any damage, theft or loss of items belonging to or the responsibility of the hirer or their invitees, unless the damage or loss is determined to be the result of the Porongurup Community Association's negligence.
- e. The Porongurup Community Association's Liability Insurance excludes, but is not limited to, the following:
 - i. Employer's liability.
 - ii. Property in the casual hirer's physical care, custody or control.
 - iii. Personal injury or property damage arising out of the ownership, maintenance or operation of any registered vehicle, aircraft or watercraft.
 - iv. Fines and penalties.
 - v. Personal injury or property damage caused by or arising directly or indirectly out of or in connection with assault and battery committed by the casual hirer or at the casual hirer's direction unless reasonably necessary for the protection of persons or property.
 - vi. Liability for loss, injury, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with an act of terrorism.
- f. The Porongurup Community Association must be notified in writing as soon as possible of every event involving personal injury or property damage which may result in a claim under this cover.

7. Cleaning

- a. The hirer is expected to clean the venue by completion of the booking period.
- b. Cleaning equipment such as brooms are available to ensure that the venue is maintained in a clean and tidy condition. If the venue is left in an unsatisfactory condition that requires additional cleaning, the hirer will be charged for the service.
- c. All rubbish must be removed from the facility at the completion of the hire and disposed of in the bins provided in the bin area. The hirer must take with them any rubbish that will not fit in the bins provided.

8. Alcoholic beverages

- a. Where alcohol is being sold, an Occasional Permit is required to be obtained from the Department of Racing, Gaming and Liquor. A copy of the permit must be supplied to the Bookings Officer prior to the function.
- b. If the booking is a BYO function, the hirer is required to ensure liquor is consumed in a responsible manner and that a range of non-alcoholic and low alcohol products as well as food is available. In addition, the hirer should ensure the appropriate behaviour of guests during the booking and consider the safe transport of guests at the conclusion of the booking.

9. Equipment

- a. The setting up, stacking and storage of tables, chairs and other equipment is the responsibility of the hirer. Chairs and tables must be returned in tidy order to the allocated storage area at the end of the hire period.
- b. Furniture and equipment remains the property of the PCA and may not be removed from the hall at any time.
- c. Should any damage be caused as a result of the hire, the cost of repair of the damage will be charged to the hirer and should there be a bond, be deducted from the bond.
- d. Should the hirer require furniture or equipment in addition to that which is already provided, it must be supplied by the hirer at the hirer's expense and shall be the liability of the hirer.
- e. All electrical equipment brought into the halls and community facilities must be in a safe, working condition, tested and tagged by an electrician to ensure electrical compliance.

10. Other obligations

- a. Prohibited items that must not be used within the premises: Barbecues, gas bottles, open flames, portable stoves or ovens, fireworks, kerosene or spirit-type lamps, and spit roasts. Only electronic candles are to be used.
- b. No fire of any type may be lit in the surrounding grounds by the hirer.
- c. Confetti, rice or glitter shapes are NOT permitted within or outside the hall
- d. Signs may not be displayed or affixed to any facility by hirers except with the permission of the PCA. Any non-complying sign or notice may be removed and cost of removal deducted from the bond or charged to the hirer if no bond.
- e. Drawing pins, nails, screws or adhesive tape must not be used to affix decorations. All decorations are to be completely removed after the event. If any items remain, the cost of removal may be deducted from the bond or charged to the hirer if no bond.
- f. The hirer is responsible for obtaining any permits required for the performance of any dramatic or musical work or the playing of any recorded material.

- g. The hirer is responsible for any breakages, theft or damage caused to the venue or the venue's equipment resulting from the hirer's use of the venue. Should such an incident occur, the PCA must immediately be advised. Associated costs will be charged to the hirer.
- h. The PCA will not be liable for any loss, theft or damage sustained by the hirer or any person associated with the booking.
- i. Amplified music and general noise levels must be kept at a level that complies with the provisions of the Environmental Protection (Noise) Regulations 1997 and comply with any orders given by the local Shire's Noise Abatement Officers.
- j. Smoke machines, amusement rides, bubble makers, and bouncy castles must not be used within the hall, but may be used with permission within the grounds of the community halls and centres.
- k. The hirer must provide all first aid equipment and supplies required during the booking. No first aid equipment or supplies are provided in the hired facilities.

11. Smoking

- a. No smoking is permitted in any Porongurup Community Association facility or within seven metres of the premises. It is the responsibility of the hirer to ensure this condition is strictly enforced.

12. Admission and removal of individuals

- b. The PCA may at any time in its absolute discretion refuse admission of any person(s) to the hired venue or direct any person(s) to leave the hired venue.

13. Storage space – regular hirers only

- a. Hirers must only store equipment in approved storage areas. Equipment must be clearly marked with hirers details.
- b. Hirers are required to have adequate contents insurance should any items be stored at the facility. The PCA will not be held liable for any damage or loss of hirer's property.
- c. The hirer will be required to keep the storage area clean and well maintained.
- d. No flammable materials, chemicals or alcohol must be kept in storage areas.
- e. Immediately following a hirer's final booking, the hirer will be required to remove any stored items from the facility. Should the PCA be required to remove stored items following a hirer's final booking, the costs associated with the removal will be charged to the hirer.
- f. The PCA reserves the right to remove any item stored in a non-approved area.

14. High risk bookings – casual hirers only

- a. Occasionally the PCA may deem a booking to be "high risk" which requires additional security arrangements.
- b. High risk bookings will be required to have a minimum of two licensed security providers on site at all times during the booking and must remain on site until all guests have departed at the conclusion of the booking. The hirer must provide a copy of the public liability insurance policy of the security provider along with an invoice for payment. The PCA may deem that more than two licensed security providers are on site. The hirer will be responsible for all costs associated with the hire of licensed security providers.
- c. A WA Police party registration form must be completed and provided to the PCA to enable the booking to be confirmed.

15. Keys and alarms – regular hirers only

- a. Facility keys are to be collected from and returned to the Porongurup Inn, Shop & Tearooms.
- b. A key bond of \$50 per key is payable upon key collection. Keys will not be provided without payment of the key bond.
- c. Keys remain the property of the PCA and must be returned at the completion of the final booking. The key bond will be refunded once the key has been returned.
- d. Failure to return keys following the final booking may result in the hirer being responsible for the cost of replacing or rekeying the relevant locks.
- e. Should a hirer permit their keys to be used by persons not associated with the booking, the PCA may request the keys be returned.
- f. Hirers who do not adequately secure the facility may be black listed from future hire.
- g. Should a Shire of Plantagenet or PCA representative be required to attend the facility during the hire period, a call out fee may apply will be charged to the hirer, via bond deduction or invoice.

16. Access arrangements – casual hirers only

- a. Hirer is to liaise with a PCA representative via the Tearooms if the hirer requires a meeting or site at the hall.
- b. Hirers are required to contact the PCA no less than three days prior to the date of the booking on the phone number provided in the correspondence regarding the booking.

By paying for the Porongurup Hall hire the hirer agrees that the hirer has read, understood and agrees with these Terms and Conditions.