



Shire of Ravensthorpe

Shire of Ravensthorpe
PO Box 43
RAVENSTHORPE WA 6346

Telephone: (08) 9839 0000
Facsimile: (08) 9838 1282
Email: shire@ravensthorpe.wa.gov.au
Website: www.ravensthorpe.wa.gov.au

FACILITY USER AGREEMENT

The Shire of Ravensthorpe, upon receipt of a completed application, reserves the right not to accept and or approve usage for any reason. Any information regarding the availability or costs of facility use given prior to the assessment of any application is an indication only and is not an assurance of approval.

The Shire shall only confirm approval for use when all applicable documents, fees and bonds and are received by the Shire within two (2) weeks of the booking date.

All applicants must be 18 Years of age or older.

Mr/Mrs/Miss/Ms	Surname: _____	Given Names: _____
Organisation (If applicable):	_____	
Postal Address:	_____	Postcode: _____
Phone:	Home: _____	Work: _____
		Mobile: _____
	Fax: _____	Email: _____
Alternative Contact:	_____	Telephone No: _____

APPLICANT CONTACT DETAILS

Will you require an Invoice from the Shire for any associated fees or bonds? Yes No

If **YES**, enter correct details for invoicing here: **(Invoice details cannot be changed once processed)**

Name: _____

Address: _____

FACILITY REQUESTED

<input type="checkbox"/> Ravensthorpe Entertainment Centre <input type="checkbox"/> Recreation Hall/Courts (up to 500 ppl) <input type="checkbox"/> Conference Room without kitchen (up to 350 ppl) <input type="checkbox"/> Conference Room with kitchen (up to 350 ppl) <input type="checkbox"/> Crèche / Meeting Room (up to 60 ppl)	<input type="checkbox"/> Hopetoun Community Centre <input type="checkbox"/> Hall (up to 400 ppl) <input type="checkbox"/> Kitchen <input type="checkbox"/> Office (up to 4 ppl) <input type="checkbox"/> Meeting Room 1 (up to 12 ppl) <input type="checkbox"/> Meeting Room 2 (up to 12 ppl) <input type="checkbox"/> Rear Foyer (up to 50 ppl)
<input type="checkbox"/> Ravensthorpe Town Hall <input type="checkbox"/> Function Hall (up to 300 ppl inc Lesser Hall) <input type="checkbox"/> Kitchen	<input type="checkbox"/> Ravensthorpe Sporting Complex Pavilion <input type="checkbox"/> Function / Club Room (up to 100 ppl) <input type="checkbox"/> Kitchen <input type="checkbox"/> Change Room / Toilets
<input type="checkbox"/> Other Facility <input type="checkbox"/> _____ <input type="checkbox"/> _____	<input type="checkbox"/> Reserve/Oval/Park <input type="checkbox"/> _____ <input type="checkbox"/> _____

<p>KEYS TO BE COLLECTED FROM</p> <input type="checkbox"/> Shire Office – Ravensthorpe (9am to 4.30pm Monday to Friday) Ph 0839 0000 <input type="checkbox"/> Shire Office – Hopetoun (9am to 2pm Tuesday to Thursday) Ph 08 6820 8901

ACTIVITY DETAILS

Time/s and Date/s of activity. Include time for setting up and packing away.

Date/s	Begin Set Up time	Start Time of activity / function	Finish Time of activity / function	Finish Pack Up / Cleaning

Is it less than 72 hours before your event? YES NO

Late Booking Fee may apply.

If the activity is of a regular nature please circle frequency: Weekly / Fortnightly / Monthly

For regular activity, please note dates not required (i.e. Holidays) _____

Do you wish to consume alcohol? YES NO

Please Circle: BYO / Provided

If **yes**, you must also complete the attached “**Application for Consent to Consume Liquor**” form, along with this application.

Do you wish to sell alcohol? YES NO

If **yes**, you are required to obtain and provide the Shire with confirmation of a **Liquor Licence** from the Department of Racing, Gaming and Liquor under the requirements of the Liquor licensing Act (WA) 1988.

Please provide a brief description of the proposed activity (i.e. type of activity, age group of attendees).

How many people will be attending the activity and what equipment is required? (**Note; only the existing equipment in the facility will be made available and must be packed away in the designated area**)

Will you have any form of amplified music at the event i.e. Bands, DJ's, Juke Box? YES NO

If **yes**, you must ensure all Noise/Music levels do not exceed the assigned levels in the Environmental Protection (Noise) Regulations 1997, at any time. All music must be significantly reduced at 10.00 pm and turned off by 12.00 midnight.

Is your group an Incorporated Not for Profit Organisation? YES NO

If **yes**, you must attach a copy of your Certificate of Incorporation for reduced usage fees.

Does your group hold current and valid Public Liability Insurance? YES NO

This may be required for public / commercial activity; you must attach a copy of your Certificate of Currency to this application or contact the Manager of Corporate and Community Services.

Does your group have a website or promotional material for potential clients? YES NO

If **yes**, please provide a web address and or attach any relevant contact details / information for Community enquires. _____

Should you require the use of an alternative venue within the Shire, please contact the Shire Administration office in Hopetoun on (08) 6820 8901, for facility booking contacts.

Once you have completed this application, please read the attached Conditions of Use and sign and submit the Declaration of Responsibility, along with your application.

DECLARATION OF RESPONSIBILITY

I/We am authorised on behalf of, or I/We am, the applicant and hereby declare that I/We have read and fully understand this Facility User Agreement and Conditions of Use as provided by the Shire of Ravensthorpe, pertaining to this application for use of a Shire facility. By signing this application, I/We agree to abide by these conditions and accept all associated requirements of these conditions. I/We understand that any bonds paid may be withheld by the Shire, to cover any damages or staff costs associated with packing away equipment and or additional cleaning of the facility. I/We declare that I/we have disclosed all relevant information pertaining to this application and acknowledge any consequences of failing to do so, including loss of Bonds and potential prosecution.

Upon acceptance of the agreement, the Applicant undertakes to hold the Shire of Ravensthorpe indemnified against all claims, losses, actions, damages, costs (including legal costs) and expenses whatsoever arising out of or in connection with the use of the facility. The Shire of Ravensthorpe is further indemnified against any and all personal injury (including death or disease) to the Applicant or any invitee or third party unless and then only to the extent that the Applicant proves said injury is due to the negligence of the Shire of Ravensthorpe. The Shire of Ravensthorpe is also further indemnified against all loss of or damage to any property owned by the Applicant, the Shire or any third party. The Applicant agrees to comply with any statute or regulation or local law of any public, municipal or other authority.

Print name: _____

Signature: _____ **Date:** _____



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CONDITIONS OF USE

Liability: The Shire of Ravensthorpe (Shire) allows the use of its facilities for functions / activities as a service to the community. The Shire reserves the right to refuse any facility use request for any reason. The Shire will take all reasonable care to ensure that facilities are in a fit and clean condition for use. The Shire will not be held liable or accept liability for any loss or damage to any person, profit or property resulting from the applicant's use of the facility. This includes the grounds, car parks or buildings and any thoroughfare appurtenant to the public property. Facility users are responsible for all activities and occurrences associated with the function / activity and must obtain the appropriate insurance covers for assumed and or recognised risks in conducting the function / activity, including risks associated with public liability and the storage of equipment. The user agrees in signing the Declaration of Responsibility to indemnify and keep the Shire indemnified for any loss or damage to any person or property as identified above.

The Shire is required to sight current and accurate copies of all applicant Public Liability insurance certificates for all activities that in the opinion of the Shire may contain high level associated risks. It is also the user's responsibility to ensure that any contractor and or sub-contractor groups used for any tasks or services associated with the function / activity, hold current and accurate Liability and Worker insurance certificates. The Shire requires that all applicants arrange Public Liability cover to indemnify the Shire against legal action for death, injury or damage to persons, profit or property of any kind. It is the applicant's responsibility to ensure that persons working with children comply with the 'Working with Children (Criminal Record Checking) Act 2004. It should also be noted that the Shire does not provide first aid assistance within any of its facilities.

Fees and Charges: Keys will not be released should any relevant fees or bonds not be paid at the time of the proposed function / activity. The user shall only be entitled to the use of the specified areas of facility booked. Council reserves the right to book out any other portion of the facility for any other purposes at the same time. For functions within the Ravensthorpe Entertainment Centre, a bond of \$200 is applicable and wherever alcoholic beverages are to be consumed within a Centre, a liquor bond of \$400 is applicable. All other Council facilities have a bond of \$100 and wherever alcoholic beverages are to be consumed, a liquor bond of \$400 is applicable. A key bond of \$20 is payable prior to the collection of any key. All bonds will be refunded within seven (7) days of the function / activity taking place, subject to satisfactory inspection of the premises by Shire staff and the return of keys on the first working day post function unless other arrangements are confirmed with the Shire. Should extraordinary cleaning be deemed necessary, or damage occurs, either full or partial forfeiture of bonds will result. Failure to adhere to the booking timeframes, conditions of use and or return of keys as outlined may result in Late Fees being applied, referral to debt collectors and or non-approval for future activity.

Preparation and Cleaning: It is the user's responsibility to set up the available tables, chairs and equipment as required. As the facilities are frequented by regular user groups and other users, the preparation of furniture and decorations may only occur under the times specified in the application. Any decorations should be removed immediately following the function /activity unless otherwise confirmed with the Shire. Compliance with all general signage pertaining to the cleaning of the facility is to be strictly

adhered to. General cleaning after use is the responsibility of the Shire and is included in any relevant fees and bonds. The user is required wipe down all surfaces and stack away chairs, from the parts of the Centre being booked. Please empty all bins and deposit all rubbish in the bins provided outside the building. Additional charges may apply if Staff are forced to clear away furniture following a function. It is the user's responsibility to ensure that on vacating the building, all lights and electrical appliances are switched off and that all doors are SECURELY LOCKED.

All keys must be returned to the Shire office on the first business day following the function or alternatively placed in the After Hours key return box, located on the Carlisle street entrance. Keys can also be returned to the Shire Office or the Community Resource Centre located within the Hopetoun Community Centre. The floors, walls, soft furnishings or any other part of the Centre shall not be broken, pierced by nails or screws in any such manner or in any other way damaged. The use of Adhesive Tape on the Walls is not permitted. The user shall be responsible for making good any damage caused to any part of the building and its equipment during the term of such use. Whilst all care will be taken, Council shall not be held responsible in any way for damage or loss of any property whatsoever placed in the Centre by the user nor for any loss occasioned by the user through accident of failure of electricity or other plant or by any unavoidable causes. The user, associated equipment or his /her agent is not permitted to remain in the building overnight, without Shire Executive approval.

NO SMOKING: COUNCIL BY-LAWS PROHIBIT SMOKING WITHIN ANY FACILITIES

Community considerations: Entrance drive ways are for the purpose of setting down passengers only. Parking in these areas is not permitted. Please only use those areas designated for this purpose. Noise/Music levels must not exceed the assigned levels in the Environmental Protection (Noise) Regulations 1997 at any time. Any amplified / live music must be considered in this instance if to be emitted at the function. All music must be significantly reduced at 10.00 pm and turned off by 12.00 midnight. The proprietor of any food or other stall or vehicle must obtain approval from the Shire through a standard 'Stall Holder Licence Application', where fees may apply.

Any individual or gathering requesting the sale of alcohol are instructed to obtain the relevant licence from the Department of Liquor, Gaming and Racing under the requirements of the Liquor Licensing Act (WA) 1988. The Shire does not allow any kegs to be placed anywhere in Shire facilities and must not allow any person to smoke in any Shire facilities.

Standard user group responsibilities for all facilities must show respect and courtesy for other users of the facility and those nearby. Applicants must take responsibility for the actions and behaviours of all people who attend. Applicants are to ensure all deliveries to the Facility occur within the approved usage times. Every user shall observe all conditions of the Local Government and Property Local Laws.

In the event that any difference or dispute arising as to the interpretation of these conditions, the same shall be referred to Council's Chief Executive Officer for decision thereon and such decision shall be final and binding in the parties to the dispute.



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APPLICATION FOR CONSENT TO CONSUME ALCOHOL WITHIN / ON SHIRE FACILITIES

NAME OF ORGANISATION/PERSON _____

ADDRESS: _____ Ph: _____

FACILITY WHERE LIQUOR WILL BE CONSUMED: _____

NAME OF FUNCTION: _____ DATE OF FUNCTION: _____

UNDER THE REQUIREMENTS OF THE LIQUOR LICENSING ACT 1988 SECTION 119(1), IT IS AN OFFENCE TO CONSUME LIQUOR ON COUNCIL PREMISES WITHOUT THE CONSENT OF THE SHIRE COUNCIL.

THIS FORM DOES NOT ACT AS APPROVAL FOR FACILITY HIRE, IT MUST BE SUBMITTED IN CONJUNCTION WITH THE RELEVANT APPLICATION FOR HIRE FORMS.

PLEASE NOTE THAT IT IS THE APPLICANTS RESPONSIBILITY TO OBTAIN A LIQUOR LICENSE FROM THE DEPARTMENT OF RACING, GAMING AND LIQUOR, IF THE INTENT IS FOR THE SALE OF LIQUORS EITHER SEPERATLEY OR BY WAY OF AN INCLUSIVE CHARGE / FEE.

APPLICANTS SIGNATURE: _____ DATE: _____

.....
OFFICE USE ONLY:

RECEIVED BY: _____ DATE: _____

APPLICATION: APPROVED / NOT APPROVED

AUTHORISING OFFICER _____ DATE: _____