



FACILITY USER AGREEMENT

NB: The Shire of Ravensthorpe has the right to refuse any bookings Facilities. The Shire has booked this Facility to you for a fee – this does not mean the Shire of Ravensthorpe is sponsoring or associated with this event.

APPLICANT DETAILS – (Please use name for Invoice and Bond refunds)

Name of Hirer			
Name of Person / Company Acting for			
Mailing Address			
Telephone No.		Mobile No.	
Email Address			
Alternate Contact			
Telephone No.		Mobile No.	

FUNCTION DETAILS

Type of Function				
Date Required	From		To	
Time Required Including set up & pack away of equipment	From	(am/pm)	To	(am/pm)

FACILITY REQUESTED

<input type="checkbox"/> Ravensthorpe Entertainment Centre <input type="checkbox"/> Entire Facility <input type="checkbox"/> Function Room (up to 350 pax) <input type="checkbox"/> Kitchen <input type="checkbox"/> Meeting Room (up to 60 pax) <input type="checkbox"/> Courts (up to 500pax)	<input type="checkbox"/> Hopetoun Community Centre <input type="checkbox"/> Entire Facility <input type="checkbox"/> Hall (up to 400 pax) <input type="checkbox"/> ½ Hall (South) (up to 200 pax) <input type="checkbox"/> ½ Hall (North) (up to 200 pax) <input type="checkbox"/> Kitchen <input type="checkbox"/> Meeting Room 1 (up to 12 pax) <input type="checkbox"/> Meeting Room 2 (up to 12 pax) <input type="checkbox"/> Rear Foyer (up to 50 pax) <input type="checkbox"/> Main Foyer (up to 50 pax)
---	--

<input type="checkbox"/> Ravensthorpe Town Hall <input type="checkbox"/> Entire Facility <input type="checkbox"/> Hall (up to 300 pax) <input type="checkbox"/> Kitchen only	<input type="checkbox"/> Ravensthorpe Tennis Pavilion <input type="checkbox"/> Entire Facility <input type="checkbox"/> Function Room (up to 100 pax) <input type="checkbox"/> Kitchen <input type="checkbox"/> Change Rooms
--	---

<input type="checkbox"/> Other Facility <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> Reserve / Oval / Park <input type="checkbox"/> <input type="checkbox"/>
--	---

KEYS TO BE COLLECTED FROM AND RETURNED TO

<input type="checkbox"/> Ravensthorpe Shire Office – 64 Morgans Street, Ravensthorpe (9.00am to 4.00pm Mon – Fri)
<input type="checkbox"/> Hopetoun Shire Office – 46 Veal Street, Hopetoun (9.00am to 4.00pm Mon – Fri)

BOND INFORMATION

Full payment including Bond is required two (2) weeks prior to the event, to confirm the booking – failure to do so will result in the cancellation of the booking.

BOOKING DETAILS

EVENT DETAILS

Is this a private event? Yes No

Is this a public event? Yes No

(If yes please speak with the Shire's representative in relation to any further application/approvals which may be required).

ALCOHOL

Will alcohol be consumed at this event Yes No

If Yes you must complete the attached "Application for Consent to Consume Alcohol" 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 Licencing Act (WA) 1988*.

FOOD

Will food be consumed at this event Yes No

Please note if you are hiring the facility for an event where the general public are invited and the event will be held outdoors an Event Application will need to be submitted as a separate application for approval through the Shire's Health Officers.

If you are holding an event in a Shire building and food will be either consumed or sold, the relevant Food Safety Certificates and Food Business Certificates will need to be provided. If you do not hold these and this a one off event you will need to apply for a Stall Holders Application and complete relevant food safety training prior to the event being held.

Please speak with the Shire's representative if you have any queries. They will be able to assist you with any necessary applications you may need to complete.

FURTHER INFORMATION

Please provide a brief description of the activity (ie. Type of activity, age group of attendees)

How many people will be attending the activity and what equipment is required? (NB: 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 (ie band, DJ, Jukebox) 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 10pm and turned off at 12 midnight.

Is your group an Incorporated Not for Profit Organisation? Yes No

If Yes you must attach a copy of 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.

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 the community enquiries.

DECLARATION OF RESPONSIBILITY

I am the authorised Applicant and hereby declared that I have read and fully understood 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 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 declare that I 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 _____

CONDITIONS OF USE / HIRE OF SHIRE FACILITIES

HIRER	The Hirer must be 18 years or over and remain on the premises for the duration of the event. The Hirer is responsible for the condition of the hired venue.
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 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 applicants use of the Facility. Facility users are responsible for 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 Applicants responsibility to ensure that persons working with children comply with the <i>Working with Children (Criminal Record Checking) Act 2004</i> . It should also be noted that the Shire does not provide first aid assistance within any of its facilities.
ACCESS	The Hirer and Public are restricted to the specific area of hire. Early access to the facilities for the purpose of decorating or other reasons will only be permitted if the access will not interfere with preceding bookings. ALL BUILDINGS used are to be LOCKED on exit and key returned to the Admin Office.

HIRE CHARGE	<p>Payment of the prescribed hire charge must be paid in full prior to the use of the facility. Keys will not be released unless payment is made. Facilities are to be left clean and tidy and all items returned to their original place.</p> <p>The user shall only be entitled to the use of the specified areas of facility booked. The Shire reserves the right to book out any other portion of the facility for any other purpose at the same time.</p>
BOND	<p>For functions within the Ravensthorpe Recreation Centre a bond as detailed in the Shires Adopted Fees and Charges is applicable and wherever alcoholic beverages are to be consumed with a Facility a liquor bond will be applicable. All other Shire Facilities have a bond as outlined in the Shires Adopted Fees and Charges. A key bond as per the Shires Adopted Fees and Charges is payable prior to the collection of any key. All bonds will be refunded within seven (7) days of the function/activity taking place. Should extraordinary cleaning be deemed necessary, or damage occurs, either full or partial forfeiture of bonds will result. Failure to adhere to the booking times frames, conditions of use or return of keys as outlined may result in Late Fees being applied referral to debt collectors and or non-approval for future hire.</p> <p>Refund of bond will only be made after satisfactory inspection.</p>
KEYS	<p>Keys will not be released should any relevant fees or bonds not be paid at the time of the proposed function/activity</p> <p>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 of the Ravensthorpe Office.</p>
ALCOHOL	<p>CONSUMPTION OR SALE OF ALCOHOL IS NOT PERMITTED WITHOUT A LICENCE</p> <p>Application for Consent to consume Alcohol within/on Shire Facilities is attached. Please complete and return prior to the event if applicable.</p> <p>Where Alcohol is to be sold a Liquor Licence provided from the Department of Racing, Gaming and Liquor under the requirements of the <i>Liquor Licencing Act (WA) 1988</i>, a copy to be provided to the Shire prior to the event.</p>

CONDITIONS OF USE / HIRE OF SHIRE FACILITIES

SMOKING	SMOKING IS NOT PERMITTED within the Shire Facilities. Failure to comply will result in the forfeiture of any bond refund.
CATERING	Hire of any portion of Shire Facilities shall comply with the provisions of the Health Act and Food Hygiene Regulations. No food is to be left in kitchen after the event.
FURNITURE / EQUIPMENT	<p>No plant, furniture, fittings or effects, crockery, cutlery, glassware or other utensils or materials shall be removed from the Shire Facilities without prior permission from the Shire.</p> <p>Hirers are responsible for their own setting up and down of tables, chairs and trestles. Please ensure furniture is not dragged across floors. Chairs and tables will be counted at the completion of the event. Chairs are to be stacked no higher than 8 chairs. Any missing items will be charged at replacement cost plus administration charges.</p> <p>All equipment such as heaters, lighting, kitchen and bar equipment must be turned off when departing the facility please ensure that all doors and windows are locked.</p>
DECORATIONS	No person shall erect any internal decorations, place nails or screws in woodwork or walls in any facility. Internal decorations may be temporarily affixed using 'approved' method but must be completely removed following hiring. Please discuss this with the Shire representative prior to your event.
CLEANING	The Hirer is responsible for all cleaning of the facility immediately following the conclusion of the hiring, all hired facilities are to be thoroughly cleaned and all rubbish and kitchen waste is to be placed in the external rubbish receptacle provided. Floors must be swept and/or vacuumed. Kitchen floors must mopped. Use only warm soapy water for cleaning. Benches, tables and chairs are to be wiped down with warm soapy water.

COMMUNITY CONSIDERATIONS	Entrance drive ways to be used for drop off or pick up of 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 <i>Environmental Protection (Noise) Regulations 1997</i> at any time. Any amplified / live music must be considered in this instance if to be permitted at the function. All music must be significantly reduced at 10pm and turned off by 12 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.
STANDARD REQUIREMENTS	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 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.

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