

Terms & Conditions of Hire

Please read the following carefully prior to completing your **Venue Hire Application Form**. The applicant is to keep a copy of the **Terms & Conditions of Hire** and return the completed **Venue Hire Application Form**.

1. BASIS OF HIRE

- 1.1 The hirer may only use the venue for the purposes approved by Christian City Church Fremantle. Only the specific room(s) booked may be used and only the day(s) and time(s) confirmed. Successful application DOES NOT grant sole use of any outdoor space, parking space or shared use spaces (i.e. foyers, halls and toilets). Any time required for set up/pack down and cleaning up at the end of your event must be included in your booking time.
- 1.2 **The hirer or the hirer's representative is responsible for communicating all** conditions of hire and directives from Christian City Church Fremantle to all other individuals associated with the booking.
- 1.3 Minimum booking time is 3 hours, with increments of half an hour charged thereafter.
- 1.4 Applicants must be over 18 years of age and proof of age is required. Proof of identity is required for all bookings.
- 1.5 Special conditions may be imposed for certain types of events. This is at the discretion of Christian City Church Fremantle.

2. BOOKING APPLICATION FORM

- 2.1 **Usage of the Church's facilities must be applied for by completing in full the relevant** application form and returning the completed form(s) to barry@c3f.com.au. This must be received within 10 days of the booking to enable time for the booking to be processed, 21 days for bookings requesting alcohol permits.
- 2.2 A regular hirer is defined as a hirer who applies for 16 or more hours of bookings in a calendar month and may be granted up to 10% discount on their hire fee at the discretion of Christian City Church Fremantle.

3. CONFIRMATION OF BOOKING

- 3.1 All applicants must follow the procedures outlined in this Term and Conditions of Hire.
- 3.2 The hirer will be responsible for ensuring the use of the facility complies with the approved purpose and all other conditions of hire.
- 3.3 Any hirer granted approval to use a Church facility is at no time permitted to sub-lease or make it available for hire to any other individual or group.
- 3.4 Unauthorised use or entry to a facility at any time without the written consent from Christian City Church Fremantle may result in legal implications, additional charges and put future bookings at risk.
- 3.5 Bookings will be held tentatively for 10 working days only once a completed application is received. Completed application and payment of hire fees must be received to confirm a casual booking. Completed application form and payment of bond must be received to confirm a regular hire and before keys to the facility can be collected. Hire fees will be invoiced or due prior to each booking commences.
- 3.6 The hirer will be notified of confirmation of their booking in writing. Confirmation will be in the form of an email which the hirer will need to keep as proof of booking and this must also be provided to collect keys. No booking is valid until written confirmation is sent and bond payment is made.

4. SCHEDULE OF FEES & BOND PAYMENTS

- 4.1 For casual hirers, hire fees must be paid in full to confirm the booking and bond must be paid in full prior to booking. Access to the venue will not be allowed unless bond and all fees are paid in full and all booking conditions are met. For regular hirers, the bond must be paid to confirm the booking and the hirer may be invoiced for fees and charges monthly. Payment of invoices will be required within the timeframe set out on the invoice but no later than one week prior to the first booking date of the month.
- 4.2 Bond amounts are in accordance with the adopted Venue Hire Pricing Document and usually equate to 3 hours of hiring the confirmed booking area. These will be reviewed annually as part of the standard Christian City Church Fremantle budgetary process.
- 4.3 Failure to comply with the Terms and Conditions outlined in this document may result in the forfeiture of all or a portion of your bond.
- 4.4 Hire charges are set annually around December for the following calendar year commencing on the 1st of January. Any increase will apply to bookings already confirmed that remain unpaid.
- 4.5 Bookings will be subject to a risk assessment which will be conducted in conjunction with the hirer and the Bookings Officer. Bookings assessed as a high risk will be **subject to a higher bond or denial to proceed at the Church's discretion. High risk bookings may include but are not limited to one or more of the following: milestone events; alcohol provision' with numbers greater than 50 people; open invite bookings; bookings held after 6pm; bookings held for longer than 4 hours; non-staffed venue bookings; and where equipment used is likely to cause damage.**
- 4.6 All hire fees are determined by the purpose of the hire. Hires are broken down to the following three categories:
- Function** – An official or formal social gather or ceremony not limited to but including celebrations, birthdays, engagements, family gatherings, quiz nights and performances.
- Activity** – A group of people in a lesson, seminar or class. Includes but not limited to demonstrations, dance, exercise classes and art activities.
- Meeting** – An assembly of people for a particular purpose, the planning of activities, making decisions or carrying out actions already agreed upon. Includes but not limited to AGM, committee or board meetings.

5. REFUND OF BOND

- 5.1 If there is no damage to the facility or equipment, and no additional costs arising from the hire, the bond will automatically be refunded by cheque, usually within six weeks from the last date of the booking.
- 5.2 The hirer acknowledges that failure to comply with all or any of these conditions, including the completion of Financial Institution details for bank refund or details for cheque refund, if a cheque must be reissued for any reason there will be a charge to hirer which may result in forfeiture of all or a portion of the bond. The Church reserves its right to impose additional charges for cleaning and/or repair of any damages resulting from the hire. The Hirer also acknowledges that a breach of the hire arrangement may result in the Church refusing to agree to any future hiring to the applicant, including any confirmed future bookings.
- 5.3 The following fees and charges may be deducted from the bond:
- Additional hire time
 - Repairs to the hired facility/equipment/surroundings
 - Additional cleaning
 - Security call outs

6. BOOKING CANCELLATIONS BY HIRER OR CHRISTIAN CITY CHURCH

- 6.1 Cancellations by the hirer must be made in writing to Christian City Church Fremantle.
- 6.2 Cancellations by the hirer within 3 working days of the booking date will forfeit 100% of the hire fee.
- 6.3 All bookings for hire of space are at the discretion of Christian City Church Fremantle. On occasion, the Church may need to cancel or reschedule a booking to allow alternative use of the room or may need to close a facility or restrict space within a facility to undertake maintenance or repairs. In this instance, every effort will be made to ensure the hirer is given at least twenty-one (21) days notification to make alternative arrangements.
- 6.4 Christian City Church Fremantle may at any time cancel any agreement for hiring the venue. Such action will only be taken in the event of extreme necessity. Notice of cancellation will be given as soon as possible and the amount paid by way of hire charges will be refunded. The Church will however take no responsibility for locating an alternative venue for the hirer in the unlikely event of cancellation by Christian City Church Fremantle.

7. USAGE TIMES

- 7.1 Approval to use a Christian City Church facility applies only to the times and dates outlined on the booking confirmation letter.
- 7.2 You must allow for set-up and clean-up times on your relevant application form.
- 7.3 If the function extends past the approved time, additional hire fees will be charged. This is also subject to below.
- 7.4 Under no circumstances is any function to extend beyond midnight. The premises must be vacated, and no loitering is permitted.
- 7.5 Church facilities are generally not available for hire on public holidays.
- 7.6 Any bookings which occur outside of normal operating hours (Monday to Friday, 8AM to 5PM) will incur additional charges.

8. ATTENDANCE CAPACITIES

- 8.1 Attendance must not exceed the accommodation capacities determined by the City **of Fremantle's department of Environmental Health. If such numbers are exceeded,** the booking will be cancelled.

9. ADVERTISING

- 9.1 The hirer must not advertise their private function / party by any medium including fliers, newspapers, posters, social media or the Internet without the prior consent of Christian City Church Fremantle obtained in writing.
- 9.2 Signs may not be displayed or affixed to any facility by hirers except with the permission of the Christian City Church Fremantle.

10. KEYS

- 10.1 The Hirer will be required to pay a \$70 call-out fee if keys are lost, misplaced or not returned in time for the next booking.
- 10.2 Keys will not be issued unless all monies associated with the booking are paid and the Terms and Conditions signed. Confirmation of booking letter must be shown by the hirer when collecting the keys.

11. ALCOHOL & GAMBLING

- 11.1 Alcohol & gambling are strictly prohibited. Alcohol may not be sold, served or consumed on the premises. Hirers must adhere to this rule or risk their booking being cancelled without refund; as well as potentially incurring an additional fine.

12. SMOKING

12.1 Smoking is strictly prohibited in all Christian City Church Fremantle hire areas. Under no circumstances is there to be smoking on the premises. Any hirer found to be smoking in the facility will be deemed to be in breach of the Terms and Conditions and their booking will be cancelled without refund.

13. SAFETY

13.1 All electrical cords, fittings, switches and other electrical appliances used by the hirer must comply with the appropriate Australian Standards and display a current electrical test tag. The hirer will use its best endeavours to ensure the safety of all persons attending the event.

13.2 Any electrical equipment being provided by the hirer must be approved by Christian City Church Fremantle before being used and listed on the hirers application form.

14. INSURANCE

14.1 Incorporated bodies, sporting clubs/associations, instructor-based activities and commercial groups or commercial-type bookings of the Christian City Church Fremantle facility must have public liability insurance cover to a level not less than \$10 million. Other non-profit/community groups must have cover to a level not less than \$5 million. Evidence of public liability insurance must be provided prior to commencement of the hire.

14.2 All community groups (non-commercial (see 14.1 above)) who apply to hire the Christian City Church facility must hold current casual public liability insurance before a hire agreement is entered in. An example of casual insurance provider can be found by visiting the following link www.localcommunityinsurance.com.au, however the hirer must ensure that they are adequately covered for the nature of hire they are undertaking and the various risks involved. The duty of care is on the hirer to seek and apply for the most appropriate insurance for their group.

14.3 A certified copy of the Certificate of Insurance is to be attached to the relevant application form. Failure to provide evidence of insurance entitles Christian City Church Fremantle to revoke the hire agreement.

15. INDEMNITY

15.1 Upon acceptance of the hire, the hirer undertakes to hold Christian City Church Fremantle indemnified against all claims, losses, actions, damages, costs (including legal costs) and expenses whatsoever arising out of or in connection with the hiring of the venue: Personal injury (including death or disease) to the hirer or any invitee or third party unless and then only to the extent that the hirer proves said injury was due to the negligence of Christian City Church Fremantle; Loss of or damage to any property owned by the hirer, Christian City Church Fremantle or any third party; Breach or non-compliance with any statute or regulation or local law of any public, municipal or other authority.

16. CLEANING

16.1 It is the responsibility of the hirer to leave the facility clean and tidy. All food scraps, rubbish, decorations and equipment are to be removed or (in the case of tables/chairs) correctly stored immediately at the end of each booking.

16.2 Cleaning must be completed by the time specified on the booking confirmation. If cleaning is required as a result of your booking, a separate charge or forfeiture of your bond may occur.

- 16.3 Basic cleaning equipment is provided in a cleaning cupboard on the premises; **however, it is the hirer's responsibility to provide any additional equipment necessary** to ensure the premises are left clean and tidy. Please note that the Vacuum Cleaner is to be emptied after each use and any fault with it should be immediately reported to the building manager. The hirer should promote the recycling of waste materials.
- 16.4 The venue will be inspected by Christian City Church Fremantle for any damage and additional cleaning, prior to and following the hire period.
- 16.5 [A Cleaning Requirements Checklist](#) is attached to the end of this document. Please keep a copy for your reference and follow the prescribed directions. Failure to do so may incur additional charges for the hirer.
- 16.6 All rubbish must be removed from the facility at the completion of the hire period and placed in the outside bins provided. The hirer must take any rubbish with them that will not fit in these provided bins.

17. EQUIPMENT

- 17.1 The setting up, stacking and storage of tables, chairs and other equipment is the responsibility of the hirer. Chairs and tables must be returned to the allocated storage area at the end of your hire period.
- 17.2 All the furniture and equipment contained in the halls remains the property of Christian City Church Fremantle and may not be removed at any time.
- 17.3 All furniture and equipment will be inspected at the completion of the hire period. Should any damage be caused, the cost of repair or replacement will be deducted from the bond payment, or an additional fee may be charged.
- 17.4 Furniture and equipment required other than that provided within the bookable **spaces must be supplied by the hirer at the hirer's expense and shall be the** liability of the hirer.

18. HIRER'S OTHER OBLIGATIONS

- 18.1 Prohibited items: Barbecues, gas bottles, open flames, portable stoves or ovens, fireworks, kerosene or spirit type lamps, spit roasts must not be used within the premises.
- 18.2 No fire of any type may be lit inside or on the surrounding grounds of the hire venue.
- 18.3 Confetti, rice, glitter or glitter shapes are NOT permitted within the hire venue or its surroundings.
- 18.4 Decorations, drawing pins, screws or adhesive tape must not be used to affix any decorations. All decorations are to be completely removed after the event. If any remain, the cost of removal may be deducted from your bond.
- 18.5 Performers: 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.
- 18.6 Children under the age of 12 are not allowed to enter the kitchen, café and cleaning cupboard areas.
- 18.7 Smoke machines, amusement rides, bubble makers and bouncy castles must not be used inside the halls/pavilions but may be used WITH PERMISSION within the grounds. Event lighting, portable bars and drink/slushy machines may only be used with the permission of Christian City Church Fremantle.
- 18.8 Hirers are requested to be mindful of any inconvenience that may be caused to surrounding residents, businesses and especially to the employees of Horizons Child Care centre which shares toilets, parking space and some internal walls with the Church. All care must be taken to not park in a Child Care parking space between 6AM and 6PM on weekdays. Also, care must be taken to not damage private lawns, irrigation systems and other private property belonging to the Church and/or its neighbours.

- 18.9 Basic Amusement rides are to comply with AS 3553 and Occupational Safety and Health Regulations 1996. Amusement structures shall be registered with Worksafe. The applicant is to ensure that an up-to-date log book is provided at the event. Amusement ride operators may be requested to complete a certificate of temporary structure at any public event.
- 18.10 Any electrical equipment being provided by the hirer must be approved by Christian City Church Fremantle before being used, as well as be listed on the hirer's application form.

19. DAMAGE

- 19.1 Please ensure that any notable damage is reported prior to the commencement of your booking as it will be deemed that this damage occurred during the course of your function.
- 19.2 All damage is to be reported to the Christian City Church building manager during business hours (Monday to Friday, 8AM to 5PM).
- 19.3 Breakages, theft or damage: the hirer is responsible for any breakages, theft or damage caused to the **venue hired or supplied equipment resulting from the hirer's** use of the venue. Should any such event occur, Christian City Church should be notified as soon as possible.
- 19.4 **The hirer is responsible for any breakage, damage or loss to the City's property or equipment, which occurs during the hirer's use of the Facility. The cost of repairing or replacing any breakage, damage or loss will be borne by the hirer and will be deducted from the bond and/or charged as an additional fee.**
- 19.5 The hirer will be responsible for any damage to the surrounding facilities as a result of the function. The cost of repairing such damage will be deducted from the bond and/or charged as an additional fee. This includes, but is not limited to, damage to parking bollards, piping, trees, shrubs, fences, grass, signs, lighting etc.

20. SECURITY

- 20.1 **Security arrangements are required for birthday parties, disco's or band nights. This** can be carried out by parents, or by a professional security organisation.
- 20.2 The hirer will be responsible for any damage/theft caused if security arrangements are inadequate. The hirer shall ensure that all lights are turned off and any doors, windows and gates locked, and alarms systems armed at the completion of each booking. Failure to secure the premises or late close (11 PM) could result in a security call out and fees & charges will apply.

21. CALL-OUTS

- 21.1 Should the building manager or Church staff member be called out as a result of the **hirer's non-compliance** with any condition of hire, a call-out fee will be deducted from the bond loaded according to the time of day and severity of the non-compliance issue.
- 21.2 The building manager or Church staff member shall have authority to terminate the hire arrangement forthwith in the event of non-compliance, if in the reasonable opinion of the building manager or Church staff member the breach is likely to continue.
- 21.3 Should a Police call-out be required and/or a noise abatement notice issued as a **result of the hirer's failure** to comply with a noise warning this will result in full forfeiture of the bond and possible additional fees.
- 21.4 Should a security call-out for either late-to-close (11 PM) or not arming the building occur, this will result in the fee being deducted from the hirer's bond.
- 21.5 A call-out fee will be deducted from the hirer's bond if called-out by the hirer for incorrect purposes.

22. CONTROL OF NOISE

- 22.1 All noise activities shall comply with the provisions of the Environmental Protection Act 1986 and Environmental Protection (Noise) Regulations 1997.
- 22.2 Noise generated by playing loud music and/or noise from human activities (shouting, quarrelling and vehicles) shall NOT cause a noise nuisance or annoyance to neighbouring premises, at all times.
- 22.3 The hirer shall be kept liable for any fees and charges relating to the investigation of a noise incident or complaint, as approved by Christian City Church Fremantle.
- 22.4 The hirer acknowledges a breach of the Environmental Protection Act 1986 may result in enforcement action by Police or Environmental Health Officers including, the issuing of a Noise Abatement Direction which can in the event of non-compliance, lead to a maximum penalty of \$25,000, Infringement Notices \$250 or \$500 and/ or the seizure of noisy equipment.

23. COMPLIANCE WITH LEGISLATION AND LOCAL LAWS

- 23.1 The Hirer must ensure compliance with the Health Act 1911, Health (Public Buildings) Regulations 1992, Environmental Protection Act 1986, Food Act 2008, Liquor Control Act 1988 and City of Fremantle Local Laws including Activities in Thoroughfares and Public Places and Trading Local Law, Urban Environment and Nuisance Local Law, as amended from time-to-time **from the hirer's bond if called-out** by the hirer for incorrect purposes.
- 23.2 Petting zoos including animal nurseries, mobile farms, animal show/s exhibits are required to comply with WA Health Department Petting Zoo Guidelines. An alcohol-based hand sanitiser (or a hand wash basin with warm running water, liquid soap and paper towels) must be provided at the stall for public use.
- 23.3 All stall holders conducting face painting and/or make-up applications must comply with Department of Health Face-Painting Guidelines.

24. SPECIAL EVENTS

- 24.1 Occasionally Christian City Church Fremantle may deem a booking to be a high risk booking to which additional requirements will be applied.
- 24.2 The Church reserves the right to restrict the halls available for high risk bookings and/or cancel the booking should the risk involved be perceived as unacceptable.
- 24.3 High risk bookings will be required to have a minimum of two licensed security providers on site at all times. The hirer will need to provide proof of security arrangements to Christian City Church Fremantle. Depending on the type of booking, the Church may deem that more than two security providers are required.
- 24.4 High risk bookings will be required to provide information to the satisfaction of Christian City Church Fremantle as to how people will be moved on from the hired facility on completion of the hire period.

25. VEHICLE ACCESS AND PARKING

- 25.1 No vehicle is authorised to access any facility, reserve or public open space or area without obtaining prior written consent from Christian City Church Fremantle.
- 25.2 There is a limited number of designated parking spaces for church staff and visitors during business hours. All hirers are expected to adhere to the City of Fremantle and private business parking rules and signage displayed or risk the consequences. Christian City Church Fremantle assumes no responsibility for illegally parked vehicles being clamped, towed or incurring a parking fine etc.
- 25.3 Christian City Church Fremantle does not guarantee parking space for hirers. As a result, alternative off-site parking arrangements may be required prior to the start of your booking.

26. TEMPORARY STRUCTURES

- 26.1 No tent or marquee is to be erected at any facility, reserve or public open space area without obtaining prior consent from Christian City Church Fremantle.
- 26.2 No stakes and/or pickets are to be placed into any part of the ground without Christian **City Church Fremantle's consent, in order to prevent damage to reticulation. Any repair of damage to Christian City Church Fremantle's reticulation will be at** the expense of the hirer.
- 26.3 All temporary structures shall be erected in accordance with the design criteria operating parameters such as wind limitation and fire indices, engineering details and manufacturer's instructions.

27. SALE OF FOOD

- 27.1 The hirer must ensure that approvals are obtained from the City of Fremantle's Environmental Health Services prior to the sale of food. This is applicable even if food is sold for fundraising or charitable purposes. You are required to comply with the Food Act 2008, Food Regulations 2009 and Australian New Zealand Food Standards Code. Please contact the City of Fremantle Environmental Health Services for applications and further information. Failure to notify or register under the Act may incur a fine of \$10,000 for an individual and \$50,000 for a body corporate.

28. STORAGE

- 28.1 All equipment must be removed following scheduled booking time, unless prior written approval is obtained. Any equipment left behind without written approval may be disposed of and the hirer sent an invoice for cost of disposal.
- 28.2 Where written approval has been granted, the hirer will be allocated a designated storage room or part thereof. Where allocated space is part of a shared area the hirer will be allocated no more than 1m² and will be responsible for securing equipment and keeping in neat and tidy manner.
- 28.3 No electrical appliances are to be kept in storage areas without written approval. Where written approval is granted the hirer will need to ensure appliances have a minimum of 4-star energy rating and tagged by a certified electrician. Electrical appliances stored without approval or without appropriate tagging will be removed and disposed of and the hirer sent an invoice for the cost of disposal.

29. SPECIAL CONDITIONS

- 29.1 The hirer acknowledges that any special conditions set out in the confirmation letter shall apply and be incorporated in this agreement. In the event of any conflict between these conditions and the special conditions, the latter shall take priority.

30. KITCHEN CONSUMABLES

- 30.1 The hirer is responsible for the supply of all consumable food items, food containers and cleaning liquids. This includes, but is not limited to, dishwashing liquid, dishwashing powder, coffee cups and lids, coffee beans, tea bags, bottled water, soft drinks, sugar sachets, coffee stirring sticks, food containers, cardboard boxes, baking paper, aluminium foil, cling wrap etc.

Cleaning Requirements for All Hirers:

Please ensure the following cleaning conditions are completed at the end of your booking. Failure to comply will be assessed by CCTV footage and inspection and may result in significant additional cleaning charges.

Toilets:

- All rubbish to be removed and placed in outside bins.
- Benches to be left clean and tidy
- Toilet floor to be swept and mopped
- Accidents/vomit and glass to be mopped and wet dirty marks to be removed.

Designated Booking Area:

- Floors must be swept, mopped or vacuumed as appropriate.
- All tables and chairs must be wiped down and put away in allocated areas.
- All rubbish to be removed and placed in outside bins.
- All appliances to be turned off after use.
- Air-conditioning units, gas heaters and all lights must be switched off.
- All walls wiped down from spills/accidents etc.

Kitchen Area:

- All rubbish to be removed and placed in outside bins. Excess rubbish which does not fit in the outside bins **MUST BE REMOVED** and taken with the hirer.
- Work surfaces, cupboards and benches to be wiped down.
- Should the fridge be used, all food items belonging to the hirer are to be removed and wiped down at the end of each use. No food items are to be left in the kitchen.

General:

- All unused fire-fighting equipment to remain in place – report any incidents or use of fire-fighting equipment to the building manager.
- All unused First Aid equipment to remain in place – report any incidents or use of First Aid items to the building manager.
- All venue equipment must be returned in a clean, undamaged manner, or an additional replacement fee will be charged.