

Booking Form – Hire of Facility

1. Licensor: Name of Parish and contact details (us)
Anglican Parish of South Perth - St Mary the Virgin
9 Ridge Street SOUTH PERTH WA 6151
P: 9367 1243
E: office@stmarysouthperth.com
W: www.stmarysouthperth.com

2. Licensee: Name of applicant or organisation and contact details (you)

Contact Name:

Business Name:

If a business, please provide your ABN

ABN

Do you consider yourself : (please tick)

Not-for-profit organisation

Tertiary Student

Other

Licensee's contact information

Postal Address

Contact phone number

Email address

Invoices will be sent to this email.

Bank account details (for return of bond)

Account name:

BSB number :

Account number:

Bank/Branch:

3. Facility: The venue to be hired

Please indicate which Hall / building / area situated at St Mary's, together with the Licensor's Property at, in or on the facility you would like to include in your Hire.

Church Main Hall

Church & Hall Meeting Room

4. Public Liability Insurance:

Public Liability is provided in the sum of \$5,000,000.00 for any one event. If you are charging entry or selling tickets to your session, you must have your own Public Liability Insurance, with a minimum coverage of \$10,000,000.00.

Either:

the Licensee has arranged its own insurance cover as evidenced by the certificate of currency attached to this Licence (please supply a copy with your booking form);

or the Licensee does not have Public Liability Insurance and uses the Licensor's Hirers Liability insurance for a fee as set out in current Tariff document (insurance excess of \$1,000.00 applies)

5. Permitted Use: Please indicate the purpose of your booking

- Community group meeting
 Craft group
 Parent and child group
 Dance and sporting group
 Musicians using the facility for non-commercial purposes
 Musicians using the facility for commercial purposes
 Private music teacher - Recital
 Dance School
 Informal support group
 Other use – please specify

6. Booking information: (Term)

- Single booking please Repeat booking please

Booking date:

Total hours required to hire our facility:

(this factors in the arrival time and set-up, function duration, pack-up & departure time)

Arrival & Set-up

Function duration

Pack-up & departure

If you need more space, or would like to submit a more detailed schedule of bookings, please feel free to attach an extra page.

Alcohol

Is alcohol being served at this event? Yes No

Liquor Licence Reference

It is the responsibility of the hirer to ensure the proper City of South Perth permits are obtained before the event.

Attendees

How many people do you anticipate will attend your event?

Please include performers/caterers etc in your figure.

7. Hire Fees (Office Use Only)

As determined by information received by St Mary's. Fees are subject to change if the agreement is altered. All rates subject to periodic review thereafter.

Bond \$

Hire Fee \$

Additional Equipment \$

Caretaker \$

Cleaner \$

(all price stated are GST inclusive)

8. Declaration

I have read, understood and agree to abide by the attached Terms and Conditions of hire, and I will ensure that any alterations or cancellations are received in writing no less than 14 days prior to the date of hire.

Signature:

Date:

Licence – Hall Hire

It is preferable that the Licensee arranges a meeting with a representative of the Anglican Church of South Perth (St Mary's), prior to hiring any of its spaces to discuss all necessary arrangements and special requirements.

1 Right to occupy

- a) The Licensor (us) will allow the Licensee (you) to occupy the Facility for the Term on the following terms and conditions.
- b) The will not unreasonably interfere with, or disturb, the Licensee's use of the Facility during the Term.
- c) Not to enter or permit any person to enter any area of Parish property other than the facility that is the subject of this agreement.
- d) Where the Term is for a Permitted Use in the evening, the Licensee must conclude its use of the Facility by 10:00pm and vacate the Facility by 11:00pm.

2 Licensee's Obligations

- a) The Licensee agrees to:
 - i. Pay all required fees prior to occupying the Facility or as specifically agreed to in writing.
 - ii. Use the Facility only for the Permitted Use.
 - iii. Leave the Facility in a clean and tidy condition to the Licensor's satisfaction, including cleaning any white boards.
 - iv. Ensure all rubbish is removed from the Facility
 - v. Return the Facility to the condition in which it was handed to the Licensee, including returning to its original position anything that was moved by the Licensee and ensure that furniture is lifted and not dragged to protect flooring.
 - vi. Switch off all lights (including toilets), fans, heaters, air conditioners and other electrical equipment before vacating the Facility.
 - vii. Secure windows and doors on vacating the Facility.
 - viii. Return all keys to the Parish in the manner and at the time agreed.
- b) The Licensee agrees **not to**:
 - i. Remove any of the Licensor's property from the facility.
 - ii. Move / re-locate the piano or organ under any circumstances, unless with expressed permission.
 - iii. Use any exhibits or decorations in the Facility without the Licensor's prior consent.
 - iii. Cause damage to the Facility or the Licensor's property and to give notice to the Licensor of any loss or damage to the Facility or the Licensor's property. The Licensee is responsible for the repair of any damage caused and the replacement of any damaged Licensor's property, fair wear and tear excepted.
 - iv. Permit smoking within the Facility.
 - v. Create a nuisance by noise or otherwise to the adjoining owners and occupiers.
 - vi. Carry on any illegal activity.
 - vii. Exceed the maximum number of persons stated in any Licence agreements.

3 At the end of the Term

The Licensee must remove its property from the Facility. In removing its property the Licensee must:

- a) Not damage the Facility, the building or the land (and immediately make good to the Licensor's satisfaction any damage caused in removal of the Licensee's property).
- b) Leave the Facility, the Licensor's property, the building and the land used in removal of the Licensee's property, clean and in good condition
- c) Comply with the Licensor's conditions about removal and make good any damage

4 Insurance

The Licensor has insured the Facility for public liability insurance. The Licensor's insurer may pay compensation for personal injury suffered or damage to property sustained at the Facility when the Licensor is obligated to do so. The Licensor has also taken out Hirer's Liability Insurance to cover hirers of the Facility unless the Licensee has taken out their own public liability insurance to cover this Licence. If the Licensee wants any other kind of insurance to cover this Licence, they should take their own policy. The Licensee retains responsibility for the insurance of their equipment and supplies.

5 Indemnity

The Hirer hereby indemnifies the Owner and the wardens and vestry of the Parish from and against all actions suits claims and demands of whatsoever nature arising out of or in any way touching or concerning the hiring of the facility.

6 Nature of Interest

Any rights conferred on the Licensee by this Licence rest in contract only and shall not be assigned. Nothing contained in this Licence creates any tenancy, right of exclusive possession, or any other legal estate or interest in the Facility, the building or the land.

7 Additional Terms

The additional terms, covenants and conditions (if any) set out in **Schedule 2** are incorporated in this licence as if fully set out in the Licence. If there is any inconsistency with the term, covenants and conditions set out in this Licence, the terms, covenants and conditions set out in **Schedule 2** prevail.

Schedule 2 – Additional terms, covenants and conditions

1. Application and confirmation of booking

- 1.1. All applications must be on the official application forms and signed by both the Licensor and Licensee.
- 1.2. All applicants must be eighteen (18) years of age or over.
- 1.3. Bookings are not considered confirmed until the Licensor has received the bond payment.
- 1.4. The Licensor reserves the right to cancel any booking due to unforeseen circumstances by providing thirty (30) days written notice.

2. Charges and Payment of Accounts

- 2.1. Hall hire costs and bonds are in accordance with our **current Tariff document**. The Licensor retains the right to offer concessions to current Tariff document in discretionary circumstances.
- 2.2. All payments are to be made by the payment due dates. Bonds upon booking, the balance of fees no later than fourteen (14) days before the event.
- 2.3. The Licensee may make application for a transfer to another date or cancel without forfeit if written notice is provided thirty (30) days prior to the booking commencement.
- 2.4. Cancellations made less than fourteen days (14) from the event will incur an administration fee equalling 10% of the Hire (minimum of \$75.00) to be paid directly by the Licensee.
- 2.5. Under no circumstances will access to the Centre be granted if payment has not been received prior to the booking commencement.
- 2.6. Payments are to be made via the instruction on invoices. Cash payments are not acceptable.

3. Bond

- 3.1. A Bond as per **current Tariff document**, will be applicable to all bookings.
- 3.2. The Bond acts as security for the Licensee observance of the Licensee's obligations under this License and for any damage an/or extra cleaning. The Licensee is liable for the cost of all damage and/or extra cleaning. If the Bond is insufficient to cover the cost of damage and/or extra cleaning, the balance is payable by the Licensee to the Licensor on demand. The Bond is forfeited if the Licensee breaches any terms and conditions of this License. The Licensor agrees to return the bond on the later of:
 - a) The date the Licensee has complied with its all its obligations under this License.
 - and
 - b) The end of Term.
- 3.3. The Bond will only be refunded to the person/organization, who initially paid the Bond.
- 3.4. The Bond will be forfeited if the Licensor terminates a function, with or without Police assistance. Complaints from residents in the vicinity of the Facility may result in forfeiture of Bond.

4. Hours of Hire

- 4.1. The minimum duration of hire is one (1) hour. In accordance with City of South Perth regulations, bookings cannot exceed 10pm.
- 4.2. All Licensee set-up and pack-up must occur within the Term of hire.
- 4.3. The Licensee will be invoiced for sessions occurring during public and school holidays unless specifically stated in the final Terms, or notified in writing thirty (30) days before the session.

5. Security and Safety

- 5.1. The Licensee accepts responsibility for the safety and security of their guests at all times.
- 5.2. The Licensee must, at its own expense, arrange for security attendance if directed by the Licensor.
- 5.3. In an emergency the Licensee must account for the safety of all guests. See Schedule Five for Evacuation plan
- 5.4. The Licensee must notify Police immediately of safety and/or security risks posed by uninvited persons.
- 5.5. The Licensor is not liable for theft/loss or damage of any items belonging to the Licensee or their guests.
- 5.6. The Licensor will arrange a time to meet with the Licensee for a Security induction, at which time an alarm code will be issued.

6. Restrictions

- 6.1. Parking - The Licensee must not, or must not permit, the parking of vehicles in private driveways or tended verges. **Schedule 4** illustrates approved parking areas.
- 6.2. Music - The Licensee must not allow the amplification of music without the Licensor's prior consent.
- 6.3. Noise- If agreed, amplified music must be turned **DOWN** by 9:30pm and turned **OFF** by 10pm. (Environmental Protection Act 1986).
- 6.4. Smoke machines- are strictly prohibited.
- 6.5. Candles- use of candles requires express permission only. Discretion will be applied by the Licensor to the use of candles.
- 6.6. Alcohol - must not be sold at the Facility without full City of South Perth permits. Alcohol must not be served to minors.
- 6.7. Decorations - are not to be hung from light fittings. Diving screws or nails into any part of the Facility are not allowed. The use of adhesive tape is not allowed in the Facility.
- 6.8. Confetti - is allowed outside the building only, where it may be easily cleaned.
- 6.9. Furniture - Facility furniture is not to be taken outside without Licensor consent, to prevent damage.

7. Storage

- 7.1. Storage of catering supplies, beverages, and equipment will be granted to the Licensee twenty-four (24) hours before the event and twelve (12) hours after the event as practicable.
- 7.2. The Licensor retains discretion to invoice the Licensee for additional storage after an event, should it be considered the Licensee has left items at the Centre for an unreasonable amount of time.
- 7.3. Long-Term storage is defined as forty-eight (48) hours plus. The Licensor retains discretion to charge the Licensee for unauthorised long-term storage.

8. Cleaning

- 8.1. The Licensee is responsible for the cleaning of the Facility after use. Cleaning materials are supplied.
- 8.2. Wooden floors are to be swept, spot cleaned or mopped if needed.
- 8.3. Carpets are to be vacuumed as needed.
- 8.4. Kitchen surfaces are to be wiped and all food service equipment used is to be cleaned, dried and restacked.
- 8.5. Chairs and tables (excluding café tables) are to be returned to the store room.

9. Licensor Responsibilities

- 9.1. The Licensor will take every reasonable care and precaution to ensure all utilities, services and equipment are in proper working order, but will not accept responsibility for breakdowns beyond their control.
- 9.2. The Licensor will make every effort to provide clean and tidy facilities.
- 9.3. The Licensor reserves the right to close any function/event at any time due to breach of Schedule or Licence.

10. Licensee Responsibilities

- 10.1. The Licensee must ensure that guests disperse quickly and quietly to respect the rights of adjoining residents.
- 10.2. Any persons or organisation dealing with children must be in compliance of Working With Children legislation.
- 10.3. The Licensee is responsible for any telecommunication requirements unless arranged in advance through the Licensor.
- 10.4. The Licensee must report any damage or problems to the Licensor at the earliest opportunity.

11. Disputes

- 11.1. Any disputes must be made in the first instance in writing and marked to the attention of the Parish Administrator, 9 Ridge Street South Perth WA 6151.

12. Termination of License

- 12.1. The Licensor retains discretion to terminate a License by providing thirty (30) days written notice.