



# Casual User Conditions of Hire Showground / Pavilion

## Areas for Hire

Store One		Store Two	Store Three		
<i>External Male Toilets</i>	<i>Internal Male Toilets</i>	<i>Main Hall</i>		<i>Internal Female Toilets</i>	<i>External Female Toilets</i>
<i>Change Rooms</i>				<i>Change Rooms</i>	
<i>Umpire Room</i>	<i>Bar</i>			<i>Kitchen</i>	

The Council's objective is to see that this Council facility is used to the benefit and advantage of all sections of the community.

To enable this objective to be met it is necessary for certain rules to be laid down for all users of these facilities, thus enabling a common understanding of requirements to the benefit of Shire Management and users of the facility.

## **Interpretation**

In this Casual User Conditions of Hire, unless the contrary appears:

**"casual user"** means the Hirer of the Premises for a one-off booking.

**"the building"** means the Shire of Toodyay Pavilion located at the Toodyay Showgrounds.

**"the Premises"** means the building, Toodyay Showgrounds and includes the Football Oval, Hockey Oval and surrounds.

**"the Chief Executive Officer"** means the appointed Chief Executive Officer of the Shire of Toodyay.

## **1.0 Administration**

1.1 The bookings, administration and control of the Premises are carried out by the Shire of Toodyay.

## **2.0 Bookings, Keys, and Charges**

2.1 The Hirer is required to complete a Showground / Pavilion Casual User Hire Booking Sheet and submit the application to the Shire of Toodyay. A booking made is firm once the advance payment is made, unless cancelled prior to the booked date.

2.2 The Hirer shall be responsible to pay hire fees as determined by the Hirer's booking application and in accordance with the annual Schedule of Fees and Charges as determined by the Shire of Toodyay.

2.3 In the event two or more applications are received for the hire of any part of the Premises for the same time, the Shire of Toodyay may determine the hirer paying the full charge to have a priority of booking above the hirer who has a concessional rate. Approval of applicants who have previously been granted casual use of the Premises, whose use of the Premises has not been to the Shire of Toodyay's satisfaction will be at the discretion of the Chief Executive Officer.

- 2.4 The Hirer shall be responsible for opening and securing the building. Keys may be collected from the Shire of Toodyay Administration Centre during normal office hours 24 hours prior to the booking, on the provision there are no other bookings. A refundable key bond as per the Shire of Toodyay's current Schedule of Fees and Charges will be charged for each key.
- 2.5 Keys must be returned on the first day the Shire of Toodyay Administration Centre is open for business following the booking.
- 2.6 Duplicate or additional keys are not to be cut by hirers.
- 2.7 Persons taking keys will be required to sign for such keys and will be held personally responsible for their return after the booking. The non-return of keys will result in a deduction from the bond deposit and possible refusal of future bookings.
- 2.8 The Hirer shall not have the right to hire the Premises to a third party. The applicant/s shall be deemed to be the Hirer and the term 'hire' does not extend to any sporting or other organisation with which the hirer may have an association. Hirers allocated a key to the building are not permitted to unlock the building or give access to the building/amenities to anyone, other than the organisation they represent in their submitted Showground / Pavilion Casual User Booking Sheet.
- 2.9 The use of the Premises shall be limited to the date, times and areas as specified in the Showground / Pavilion Casual User Hire Booking Sheet; additional use can be applied for through the Shire of Toodyay, and approval shall be subject to availability and payment of current casual hire charges.
- 2.10 If a portion of the Premises is booked for use, it does not preclude any other area being booked and the Shire of Toodyay retains the right to exercise discretion in this matter. The Hirer is to ensure harmonious interaction is maintained between other Hirers at all times.

<p><b>NOTE:</b> Keys will not be issued for any Shire facility until the appropriate Booking Sheet, associated paperwork, bonds and fees have been received.</p>
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### **3.0 Bond/Penalties**

- 3.1 Prior to using the building a refundable bond as per the Shire of Toodyay's current Schedule of Fees and Charges will be required for Casual Hirers. *This bond is for the use of the building and is in addition to the bond for the key.*

- 3.2 The bond monies may be used at the Chief Executive Officer's discretion for the repair of any damages (accidental or not) to the Premises, that may have been caused by the hirer or during the hire of the Premises.
- 3.3 Should costs incurred by the Shire of Toodyay as a result of the Hirer's use of the Premises exceed the bond held, an account will be rendered for the additional sum, and such expense shall be paid immediately on demand.
- 3.4 The bond may be forfeited for any extra cleaning required, or failure to comply with Clauses 7-10. Extra cleaning will be charged at the rate set in the annual Schedule of Fees and Charges as set by the Shire of Toodyay.
- 3.5 Hirers leaving the Premises are expected to leave (where applicable) the building and Oval lighting box securely locked after each use. Any damages or costs that may occur as a result of the Hirers failure to lock up securely after each use will be charged to the Hirer.

#### **4.0 Setting up**

- 4.1 The Hirer is responsible for setting up the pavilion, bar, kitchen, hall etc to suit their particular needs.
- 4.2 Additional fees for a function that requires prior day set-up will be charged at the daily Casual Hire rate, as set in the annual Schedule of Fees and Charges.

#### **5.0 Decorations**

- 5.1 The driving of nails, tacks, screws or pins etc, into, and the use of adhesive tape or other material of any description on, any walls, woodwork, furniture, fixtures, fittings, or furnishings of the building is strictly forbidden.
- 5.2 The Hirer is not to affix or exhibit or permit to be affixed or exhibited to or upon the Premises any placard, poster, sign, board or other advertisement without the prior written consent of the Shire of Toodyay and if such consent is given, to keep and maintain any such advertisement in good and tenantable repair and condition.
- 5.3 Memorabilia and decorations to be erected shall be attached to the fittings provided in such a manner that damage does not result to the building.

- 5.4 All decorations are to be removed from the building and all rubbish or materials therein collected and placed in the external bins provided. The Premises is to be left in a clean and tidy state.
- 5.5 Any expense incurred by the Shire of Toodyay in this respect through neglect of the Hirer shall be directly charged against the Hirer and such expense shall be paid immediately on demand.

## **6.0 Main Pavilion**

- 6.1 The Pavilion is to be left as found. The hirer is required to stack and store furniture, clean up, sweep up, mop any spillages or mess, and place all rubbish generated in the external bins provided after each use. Chairs are to be stacked five (5) high, and trestles stacked aside.
- 6.2 Main Hall – polished vinyl floor – chairs and tables etc are not to be dragged over the floor. They must be either carried or lifted.

<b>NOTE:</b> Chairs are not to be removed from inside the Pavilion.
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## **7.0 Kitchen / Canteen**

- 7.1 The kitchen is to be left in a clean, tidy, and hygienic condition.
- 7.2 Cleaning to be carried out after using the kitchen;
- a) All benches are to be wiped down and sanitised.
  - b) The floor is to be swept and mopped.
  - c) Oven and stoves to be wiped with hot water and kept clean.
  - d) Fridges are to be wiped out and kept clean.
  - e) Any cutlery/crockery used is to be washed with hot soapy water, dried, and returned to their original storage location.
  - f) All rubbish and food scraps are to be removed from the kitchen and placed in the outside bins.
- 7.3 The Hirer is responsible for providing their own tea towels and removing them from the building after use.
- 7.4 The Hirer will incur the costs associated with the replacement of or repair to any damage caused to the Shire of Toodyay's equipment/items within the kitchen as a result of negligence on behalf of the Hirer.
- 7.5 The Hirer is responsible for ensuring the oven is turned off, and all electrical items are switched off at the wall after use.

- 7.6 The Hirer is responsible for the removal of all food, drinks, rubbish, and any other equipment/items supplied by the Hirer. No equipment or stock is to be left in the kitchen area, cupboards, or fridges after use.

## **8.0 Bar Facility**

- 8.1 On hiring the bar, the Hirer will be responsible for setting up the kegs and other drinks and providing glassware.
- 8.2 The Hirer is responsible for the removal of all drinks, kegs, glassware, and any other equipment/items supplied by the hirer immediately after use. No equipment or stock is to be left in the bar area after use.
- 8.3 It is the responsibility of the Hirer to clean up after use of the bar, and ensure the bar is left in a clean and tidy condition.
- 8.4 The operation of the bar will always be with the Shire of Toodyay's permission. Where liquor is to be sold the hirer is required to obtain an Occasional Liquor License from the Department of Racing, Gaming, and Liquor.

## **9.0 Change Rooms / Toilets**

- 9.1 The Hirer is responsible for the sweeping out of change rooms (if used) and toilets and the removal of rubbish to the external bins provided after use.
- 9.2 The Shire of Toodyay requires that change rooms and toilet facilities be maintained in a clean and tidy manner.

## **10.0 Compliance with Acts of Parliament and Regulations**

- 10.1 Casual users of the Premises shall comply with the provisions of the Health Act 1911, Health (Food Hygiene) Regulations 1993, Performing Rights Association Act, and Liquor Licensing Act 1988 or any other Act and/or regulation in force at the time that is applicable to such hiring and use of the Premises or part thereof.
- 10.2 Any consumption of alcohol is to be conducted in an orderly manner and complying with the requirements of the Department of Racing, Gaming, and Liquor. *For further information contact Liquor Licensing on 9452 1888.*
- 10.3 The Hirer is to ensure disability access is maintained to the Premises at all times.

- 10.4 The Hirer and associated persons are required to act as reasonable persons and take all reasonable measures to protect people and property on the Premises.
- 10.5 The Hirer is required to prevent nuisance, unreasonable noise and disturbance to local residents from all activities that occur on the Premises.
- 10.6 All Shire of Toodyay buildings are smoke free. Smoking is not permitted in any building or below Council building rooflines under any circumstances.

### **11.0 Ground Markings**

- 11.1 Casual Hirers of the Premises are not permitted to mark the playing fields without prior written approval from the Shire of Toodyay. Approval of any markings on the playing fields is at the discretion of the Chief Executive Officer.
- 11.2 Enquiries and assistance regarding the ground marking at the Premises for playing fields should be directed to the Shire of Toodyay Administration Centre.

### **12.0 Lighting**

- 12.1 The Hirer will be charged for electricity costs associated with lighting the oval.
- 12.2 A key to access the lighting switchboard is to be collected from the Shire of Toodyay Administration Centre 24 hours prior to the Casual booking.

### **13.0 Insurance**

- 13.1 Non private hire such as Community & Sporting Groups, Corporations, etc. must provide a copy of their current Public Liability and Insurance with a minimum liability of \$20,000,000.

### **14.0 Other Conditions of Hire**

- 14.1 The Hirer shall permit the Chief Executive Officer or other Officers of the Shire of Toodyay to have free ingress to the Premises for the purposes of making an inspection or enforcing any of these conditions.
- 14.2 The Hirer is to ensure that no property and equipment is left at the Premises. The Shire of Toodyay may remove any property left at the Premises by the Hirer after use.

- 14.3 The Shire of Toodyay will carry out property inspections after use. If, upon inspection, further cleaning is required, the Shire will arrange contract cleaners at the Hirer's cost.
- 14.4 The Hirer is to advise the Shire of Toodyay immediately of any property damage or other items in need of repair so that appropriate action can be taken.
- 14.5 No dogs, whether under control or otherwise, are permitted to enter any part of the Premises. This does not apply to a guide dog accompanying a blind or sight impaired person. The Hirer is expected to enforce this requirement.
- 14.6 People using these facilities shall not:
- a) Deface or damage any part of the Premises.
  - b) Deface or damage any chattels or equipment that is the property of the Shire of Toodyay;
  - c) Without the Shire of Toodyay's consent remove or replace any electrical fitting at or in the Premises;
  - d) Throw confetti or rice or similar onto the floors or surrounding grounds and footpaths.
- 14.7 The Hirer is required to clean up and vacate the Premises by the allotted time after use.
- 14.8 The Shire of Toodyay reserves the right to temporarily close the Premises for reasons such as emergency repairs to reticulation systems, goal posts, etc., and should such right be exercised and the Premises be closed over the duration of a Casual booking, the Shire of Toodyay shall refund to the Hirer the booking fees and bonds paid by the Hirer.
- 14.9 Contact is to be made with the Shire of Toodyay to make an alteration to the details contained in the booking.
- 14.10 The public shall have free access to the recreational reserve on which the hired Premises is located, at all times other than when the Premises is being used by the Hirer during such times as are specified in Shire of Toodyay's approval to the Hirer.
- 14.11 The Hirer will be required to sign the Showground / Pavilion Casual User Booking Sheet prepared by the Shire of Toodyay, indicating compliance with the conditions and specification of the use of the Premises stipulated in this document prior to use of the Premises.
- 14.12 The Hirer is to ensure the following is carried out prior to leaving the building:

- all lights and heaters to be turned off;
- all water taps to be turned off;
- all stove elements and ovens to be turned off; and
- all windows and doors to be securely locked.

14.13 The Hirer of the Premises is required to accept full and complete responsibility:

- i) for any loss of or damage to any personal property;
- ii) for property on hire or loan; and
- iii) for any contents stored at the facility, prior to, during and after time of hire.

14.14 The Hirer must inspect structures, goal posts, in-ground sprinklers, etc. for safety prior to use of the Premises. Any hazards identified are to be reported to the Shire of Toodyay within 24 hours, and any unsafe facilities/grounds should not be used.

14.15 No vehicles are to be driven on the Hockey Field or Football Oval.

## **15.0 Changes and Requirements**

15.1 Council reserves the right to alter or amend these conditions and requirements at any time.

*Council trusts that these simple rules and requirements will assist users of the Premises to help each other and at the same time assist Council and its staff to manage and maintain this facility to the advantage of the whole community*