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Koolama Street WYNDHAM

T | 9168 4100

F | 9168 1798

E | [mail@swek.wa.gov.au](mailto:mail@swek.wa.gov.au)

W | [www.swek.wa.gov.au](http://www.swek.wa.gov.au)

8.00am - 4.00pm MON - FRI

## Shire Facility and Equipment Hire

### INFORMATION FOR HIRER

- ✦ Terms and conditions for the hire of Shire of Wyndham East Kimberley (the Shire) facilities and equipment are included in this application and must be signed on submission of the form. If you wish to book multiple facilities, you will require one form per booking apart from regular/seasonal bookings.
- ✦ The majority of Shire managed facilities have current Public Building Certificates of Approval, which means they have been approved for specific uses and numbers of people. Please be aware that events outside of these requirements may require further approval, subject to advice from the Shire
- ✦ If you are hiring a Shire Facility for a public event, you may need to complete an 'Event Application Form'. To determine if your event will require approval from the Shire please complete the checklist below. If any of these are applicable, please contact the Shire to confirm whether an Event Application is required.
  - The venue is being use for a public event
  - A venue is being used for something other than its intended regular purpose
  - Traffic Management Plan / Road closure is required
  - Car-park needs to be blocked
  - Marquees, tents, structures will be erected
  - The event is advertised
  - Portable toilets are proposed
  - Entertainment equipment is proposed (e.g. bouncy castle, amusement rides)
  - Lighting is proposed/required
  - Food will be sold
  - Alcohol will be provided
- ✦ Bookings are not confirmed until payment of all venue fees and bonds have been received.
- ✦ Please submit completed Shire Facility and Equipment Hire Form and supporting information as early as possible to avoid disappointment. Please send completed form to:
  - Email: [SWEKKLGroup@swek.wa.gov.au](mailto:SWEKKLGroup@swek.wa.gov.au)**
  - Mail: PO Box 614 Kununurra WA 6743**
  - In person: 20 Coolibah Drive, Kununurra or Koolama Street, Wyndham**
- ✦ Should you require further information please contact the Shire on 9168 4100

## 1. APPLICANT DETAILS

<b>Organisation / Applicant name</b>	
<b>Type of organisation</b>	<input type="checkbox"/> Not for Profit <input type="checkbox"/> Government
<b>ABN</b>	
<b>Contact person</b>	
<b>Residential Address</b>	
<b>Postal address</b>	
<b>Contact number</b>	Home: Mobile: Work :
<b>Email</b>	
<b>Are you the contact person during the event?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No ( Provide contact details below)
<b>Contact name</b>	
<b>Mobile</b>	

## 2. SHIRE EQUIPMENT HIRE

<b>What equipment would you like to hire?</b>	<input type="checkbox"/> Tables x _____ <input type="checkbox"/> Chairs x _____	<input type="checkbox"/> Projector <input type="checkbox"/> Microphone <input type="checkbox"/> Speaker <input type="checkbox"/> Esky
<b>Collection date</b>		
<b>Collection time</b>		
<b>Return date</b>		

## 3. SHIRE FACILITY

What venue would you like to hire?					
<b>Kununurra Venues</b>	<b>Parks</b> <input type="checkbox"/> White Gum <input type="checkbox"/> Celebrity Tree <input type="checkbox"/> Toilets <input type="checkbox"/> Power <input type="checkbox"/> Water	<b>Ovals</b> <input type="checkbox"/> Ag Oval <input type="checkbox"/> Town Oval <input type="checkbox"/> Toilets <input type="checkbox"/> Change Rooms	<b>Outdoor Courts</b> <input type="checkbox"/> Tennis Courts <input type="checkbox"/> Netball Courts <input type="checkbox"/> Basketball Courts	<b>Leisure centre</b> <input type="checkbox"/> Hall <input type="checkbox"/> Stage <input type="checkbox"/> Kitchen <input type="checkbox"/> Pool <input type="checkbox"/> Squash Courts	<b>Other</b> <input type="checkbox"/> Council Chambers <input type="checkbox"/> Council Meeting room <input type="checkbox"/> Airport Meeting Room
<b>Wyndham Venues</b>	<b>Ovals</b> <input type="checkbox"/> Town Oval <input type="checkbox"/> Toilets <input type="checkbox"/> Change Rooms		<b>Outdoor Courts</b> <input type="checkbox"/> Multipurpose Courts	<b>Other</b> <input type="checkbox"/> Peter Reid Memorial Hall <input type="checkbox"/> Recreation Centre <input type="checkbox"/> Pool <input type="checkbox"/> Council Chambers <input type="checkbox"/> Council Meeting Room	

<b>Date Facility Required</b> (if required on a regular basis, please completed attached calendar)	
<b>Time Facility Required</b>	
<b>Expected No. of Attendees</b>	
<b>Will alcohol be consumed?</b>	<input type="checkbox"/> Yes (If yes, Shire Liquor Application must be completed) <input type="checkbox"/> No
<b>Will food be sold?</b>	<input type="checkbox"/> Yes (If yes, a Shire Temporary Food Stall Application may need to be completed) <input type="checkbox"/> No

#### 4.PAYMENT

<b>How will you be paying for your Shire Facility/ equipment hire?</b> (Fees must be paid in full before booking is confirmed. Booking remains tentative until then)	<input type="checkbox"/> Cash <input type="checkbox"/> Card <input type="checkbox"/> Cheque <input type="checkbox"/> Bank Transfer ( Account details below) <i>Name: Shire of Wyndham East Kimberley</i> <i>BSB Number: 306 045</i> <i>Account Number: 5356458</i> <i>Description: SFH Applicant Name</i> <input type="checkbox"/> Purchase order: PO#: _____ <input type="checkbox"/> Invoice Account name: _____ <p>If you would like to be invoiced but do not have an account with the Shire of Wyndham East Kimberley, please request and complete a 'Account Application Form', this option is for re-occurring seasonal bookings only</p>
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**In order to hire a Shire facility you are required to pay a bond  
 (Bond amount is determined by SWEK's Bond Risk Matrix)  
 You will be notified of your required bond after the booking form has been processed**

## 5. REGULAR/ SEASONAL BOOKING CALENDER

Please indicate dates on the below calendar (if applicable)

January							February							March							April						
1	2	3	4	5	6	7	1	2	3	4	5	6	7	1	2	3	4	5	6	7	1	2	3	4	5	6	7
8	9	10	11	12	13	14	8	9	10	11	12	13	14	8	9	10	11	12	13	14	8	9	10	11	12	13	14
15	16	17	18	19	20	21	15	16	17	18	19	20	21	15	16	17	18	19	20	21	15	16	17	18	19	20	21
22	23	24	25	26	27	28	22	23	24	25	26	27	28	22	23	24	25	26	27	28	22	23	24	25	26	27	28
29	30	31					29							29	30	31					29	30					
May							June							July							August						
1	2	3	4	5	6	7	1	2	3	4	5	6	7	1	2	3	4	5	6	7	1	2	3	4	5	6	7
8	9	10	11	12	13	14	8	9	10	11	12	13	14	8	9	10	11	12	13	14	8	9	10	11	12	13	14
15	16	17	18	19	20	21	15	16	17	18	19	20	21	15	16	17	18	19	20	21	15	16	17	18	19	20	21
22	23	24	25	26	27	28	22	23	24	25	26	27	28	22	23	24	25	26	27	28	22	23	24	25	26	27	28
29	30	31					29	30						29	30	31					29	30	31				
September							October							November							December						
1	2	3	4	5	6	7	1	2	3	4	5	6	7	1	2	3	4	5	6	7	1	2	3	4	5	6	7
8	9	10	11	12	13	14	8	9	10	11	12	13	14	8	9	10	11	12	13	14	8	9	10	11	12	13	14
15	16	17	18	19	20	21	15	16	17	18	19	20	21	15	16	17	18	19	20	21	15	16	17	18	19	20	21
22	23	24	25	26	27	28	22	23	24	25	26	27	28	22	23	24	25	26	27	28	22	23	24	25	26	27	28
29	30						29	30	31					29	30						29	30	31				

### DECLARATION

I/We agree to indemnify the Shire of Wyndham East Kimberley against all actions, claims, demands, or costs arising out of connection with the booking of an event or the hire of a facility or equipment. In consideration for the use of facilities owned by the Shire of Wyndham East Kimberley, I/we agree to hold the Shire of Wyndham East Kimberley harmless for any damages, acts or incidents that occur as a result of the above event held by me/us. Further, I/we assume all liability for specific losses arising from the event listed above and release the Shire of Wyndham East Kimberley from all liability and costs incurred arising from the incident or the event.

**Applicant Name**

**Organisation Name (if applicable)**

**Position (if applicable)**

**Signature**

**Date**

## 6. BONDS

Bond Deposit (SWEK Staff to complete)			
<b>Bond Amount Paid</b>			
<b>Type Of Payment</b>		<input type="checkbox"/> Cash <input type="checkbox"/> Card <input type="checkbox"/> Bank Transfer (Account details below) <i>Name: Shire of Wyndham East Kimberley</i> <i>BSB Number: 306 045</i> <i>Account Number: 5356458</i> <i>Description: <b>SFHB</b> Applicant Name</i>	
<b>Date Paid</b>			
Bond Refund (Applicant to complete)			
<b>How would you like your Bond refunded?</b>		<b>Cheque</b>	
<p><b>MUST READ</b>  <i>By your signature below, you certify that the Payee is the rightful receiver of any refund and the details you have provided are true, accurate and complete.</i></p>		Paid to the order of	
		Full Postal Address	
		<b>EFT Payment Details</b>	
		Bank branch	
		Account name	
		BSB number	
Account number			
<b>SIGNATURE</b>			
Trust Bond refund (SWEK Staff to complete after the event)			
<b>Creditor Number:</b>			
<b>ABN (if applicable)</b>			
<b>Trust number</b>			
<b>Refund of Bond</b>			
Is the refund to be paid in full?		<input type="checkbox"/> Yes	Amount refunding: \$ (No GST)
		<input type="checkbox"/> No	Amount retained: \$ (GST applies)
			Amount refunding: \$ (No GST)
			Reason for partial or full bond being retained by The Shire of Wyndham East Kimberley:
		Please provide the expense account where retained funds will be allocated to:  GL:	
<b>Requesting Officer</b>		<b>Date</b>	
<b>Signature</b> (Leisure Centre Staff)			
<b>Authorised by</b> (Finance Officer)			
<b>Signature</b>			

## 7. TERMS AND CONDITIONS OF HIRE

### Terms and Conditions of Hire for Shire Facilities and Equipment

This document supersedes all previous documents relating to the terms and conditions and hire fees relating to the hire of Shire of Wyndham East Kimberley (the Shire) community facilities and equipment. Subject to the following conditions the Shire grants to the Hirer the right to hire and use the facility and/or equipment for the purpose indicated on the date or dates and at the times shown on the Shire Facility and Equipment Hire Form.

The Hirer agrees to observe and comply with any and all laws, rules, regulations and ordinances involved with the hire of the facility and/or equipment. Hire of the facility and/or equipment is for use of the designated facility and/or equipment only. It does not confer admission to any other areas of the facility other than the designated facility hired; nor does it entitle use of Centre staff, other facilities or equipment.

#### Period of Hire

The facility and/or equipment is available from the booked commencement time. The Hirer must allow appropriate time to set up, clean up and complete restoration of the area/s when completing the Shire Facility and Equipment Hire Form. Where the area is used beyond the period of hire, the Hirer will be charged for the additional use. This charge will be deducted from the bond fee at the standard additional hourly rate, rounded to the nearest hour. All functions are to cease by midnight – cleaning may continue until 1.00am after which the facility must be vacated.

#### Hire Fee

- Must be paid at the time of booking, unless the Hirer is an approved account holder registered with the Shire. All fees include GST. Written confirmation of bookings is available upon request from the Shire.
- Set up and clear up of the facility and/or equipment is the responsibility of the Hirer. In stating hire times, set up and clean up periods must be allowed for and approved by Shire Officers.
- Any costs, fees and expenses incurred by the Shire for non-payment of hire fees by the Hirer, including but not limited to, administrative costs, debt collection, agency fees, legal costs and expenses, will be met by the Hirer. Charges may vary.
- The Shire reserves the right to revise fees, charges and bond fees payable from time to time as may be found necessary.

#### Bond Fee

- Is to be a separate lodgement; the full amount to be received by the Shire at least 14 days prior to commencement of the hire period.
- The Shire may retain all or part of the bond fee to cover any costs incurred by the Shire to return the facility and/or equipment to its pre-hire condition. The Hirer agrees to pay to the Shire on demand any further amounts not covered by the bond fee that are required to cover the cost of restoring the facility and/or equipment to its pre-hire condition.
- The Bond fee will only be refunded to the original paying person/organisation and by way of EFT or cheque.

#### Public Liability

Regular/seasonal hirers are required to have public liability insurance to a minimum value of \$10 million dollars, current copy of which must be forwarded to the Shire with the booking application. Regular/seasonal bookings are defined as twelve or more bookings per annum. The Hirer shall do nothing which will, or is likely to, prejudice or render void the Shire's insurance policies.

#### Working with Children Compliance

Pursuant to the *Working with Children Act 2004*, supervisors and other adults working with children under the age of 18 are required to possess (or make application for) a current Working with Children Check and/or National Police Check and produce evidence of this before booking commencement.

#### Provision of Security Personnel

Provision of security personnel is the responsibility of the Hirer. The Shire reserves the right to have an employee in attendance at any event.

#### Bookings

The Shire reserves the right to refuse an application for hire of a facility and/or equipment, or to cancel any reservation already made without explanation, and to refund the fees and charges paid. The Shire shall not be liable in any way for any loss or damage otherwise as a consequence of the exercise of this right.

#### Concession Rates

- Concession rates are available for community and youth service providers and not-for-profit organisations. Organisations must provide a copy of their Certificate of Incorporation or other documentation showing intention to incorporate or affiliation with an incorporated community organisation.
- No concession rate will apply in the event that a participation fee is charged by Hire groups for profit.

#### Cancellations by Hirer

All Hirer cancellations must be made in writing to [SWEKKLCGroup@swek.wa.gov.au](mailto:SWEKKLCGroup@swek.wa.gov.au). To cover administrative costs all cancellations will incur a minimum penalty of 15% of estimated hire costs. Hirer cancellation of less than one (1) month from date of hire incurs a penalty of 50% of total hire cost. Hirer cancellation of less than 7 days prior to the date of hire incurs a penalty of 100% of total hire cost.

#### Cancellations by the Shire Wyndham East Kimberley

A full refund of all monies in relation to the booking is payable to the Hirer in the event the booking is cancelled without fault of the Hirer. Bookings may be cancelled if:

- The Shire becomes aware that any event, goods or service proposed to be held or provided by the Hirer is/are prohibited by law, objectionable, dangerous, pose a safety threat or may inappropriately impact on local residents;
- The facility and/or equipment is required for Council functions or Local Government, State or Federal elections;
- The hire fees and/or bond fee have not been paid;
- Maintenance or repairs are being carried out within the facility; and
- The Hirer has not provided evidence of insurance coverage and/or security arrangements and/or liquor license (note: alcohol is not permitted within the grounds of some facilities).

The Shire shall not be liable in any way for any loss or damage or otherwise in consequence of the exercise of this right. Cancellation or termination of the booking will not affect any right which the Shire may have to recover monies owing for the booking or to recover damages from the Hirer.

#### **Pre- Hire and Post-Hire Inspection**

Pre-hire inspections will be conducted by the Shire staff together with the Hirer immediately prior to booking commencement at a time convenient to the Shire. After completing the pre-hire inspection, the Hirer must complete a Risk Management Form and submit this with the booking application. The Risk Management Form will be conclusive evidence of the state of the facility and/or equipment pre-hire condition. Post-hire inspections will be conducted by Shire staff as soon as possible post the event.

The Hirer must:

- Ensure that the permanent layout of the facility is restored to its pre-hire condition; and
- With the exception of reasonable wear and tear, ensure that any damage to equipment, furniture, fixtures, buildings or grounds is restored to its pre-hire condition.

The Hirer acknowledges that:

- The Shire may impose an additional charge if restoration works are required to restore the facility and/or equipment to its pre-hire condition; and
- The Hirer will be contacted and invited to inspect the damage prior to the Shire commencing restoration works.

#### **Key Collection**

- Keys for community facilities are to be collected from the facility office during business hours and are to be returned to the office no later than the next working day following the Hirers' event.
- A key bond is required to be paid prior to accessing external facilities. The bond will be refunded by the Shire Leisure Centre staff/ Wyndham Shire Officers upon return of the key.

#### **Alcohol and Food Guidelines (refer to Event and Community guidelines)**

- Smoking is not permitted within the grounds of any facility and it is the responsibility of the Hirer to monitor and enforce this.
- For alcohol, BYO or otherwise, to be permitted, application to, and subsequent permission from, the CEO of the Shire is required.
- A copy of a current Occasional Liquor License together with conditions contained therein as issued by the Department of Racing, Gaming and Liquor (Liquor Licensing Division) is required if the applicant wishes to sell alcohol either directly or indirectly i.e. included in ticket pricing.
- Glass is not permitted within the swimming pool or surrounds. Cans and plastic containers are preferred for the serving, and consumption of, any food or drink.
- It is the responsibility of the Hirer to be aware of the requirements of *the Food Act 2008, Food Regulations 2009, Food Standards Australia New Zealand* and to ensure compliance by all personnel. Approval must be obtained from the Shire if it is the intention to utilise the facility and/or equipment for the manufacture or processing of food stuffs for sale.

#### **Cleaning Requirements**

The facility and/or equipment must be left in a clean and tidy condition and secured upon the Hirer's departure. The Hirer is responsible for:

- The provision of, and application of, appropriate protection of all surfaces (including floors and tables) prior to, and during, any food preparation or handling. Sports flooring is not designed for food spillage and requires appropriate protection e.g. tarpaulin;
- Any equipment, tables, chairs, must be wiped down and all residue removed from surfaces - floors, walls, doors and windows;
- The removal of all rubbish and any decorations and/or signage from the facility;
- The provision of all cleaning equipment and materials including garbage bags, detergents, brooms, buckets and mops; and
- Storing all equipment in the allocated space; returning furniture to the original plan/ layout.

Time for cleaning is included in the booking period and charged accordingly therefore the clearing and cleaning of the facility and/or equipment is to be conducted immediately following the event unless alternative arrangements have been negotiated and agreed between the Centre Co-ordinator and the Hirer at least 2 weeks prior to the event. The Shire reserves the right to impose an additional waste disposal charge if garbage is not removed and/or a cleaning fee if the facility and/or equipment requires cleaning following the hire period.

#### **Responsibility for the Maintenance of Order during the Hire Period**

The Hirer, or their representative, is required to be present for the duration of the activity. The Hirer must:

- Allow any other person(s) to use other areas of the facility not hired by the Hirer;
- Ensure that noise levels are kept to an acceptable level as defined by facility staff in accordance with Shire policies and/or the *Environmental Protection (Noise) Regulations 1997*; and
- Report to the Shire as soon as possible any significant damage to the facility and/or equipment arising during the hire period.

Should Shire staff be called to an event:

- The Hirer shall obey all reasonable directions of the appointed Shire Officer(s); and
- The Shire Officer(s) shall assume complete control over all means of entry and exit to the facility and may refuse admittance to any person/s.

**Accident or Injury**

In the event of an accident or injury arising through the Hirer's use of the facility and/or equipment, the Hirer must inform Shire staff immediately and subsequently complete an incident report form to be filed at the Shire offices.

**Access and Exits**

- All fire exits are to be clear and useable without hindrance.
- Information relating to disability access and facilities can be obtained by contacting the facility and arranging an inspection.

**Restricted Items**

- Floors, walls or any part of the building shall not be broken or pierced by nails, screws, etc. nor shall any appliance, fitting or fixture be interfered with in any way.
- Adhesives are not to be used on any surface.
- Fireworks, confetti and any other items deemed by responsible Shire staff to be objectionable are not permitted.

**Subletting**

It is not permitted for the Hirer to sublet the facility and/or equipment or any part thereof. All hire arrangements must be submitted to the Shire for approval.

**Your Privacy**

The supply of personal information on forms is voluntary, although failure to include information required may result in processing delays or rejection. The details supplied are not publicly available however the person signing this form is able to access to view or correct any information supplied by requesting same from the Shire offices where they will be stored.

**Indemnity**

- The Hirer agrees to indemnify the Shire and its servants, agents and employees for any costs, losses, or damages incurred as a result of damage caused to the condition of the facility and/or equipment during the hire period.
- The Shire shall not be responsible for any loss of or damage to, any property whatsoever belonging to the Hirer or any person attending the activity.
- As 'the Hirer' I acknowledge that I have read and understood the terms and conditions for hire of the facility and/or equipment and agree to be bound by them. I agree that failure to comply with all the terms and conditions as stated may result in retention of bond monies, additional fees and may jeopardise any future use of the facility and/or equipment.
- I hereby grant the Shire and its servants, agents and employees an indemnity from and against all claims, demands, remedies, suits, injuries, damage, losses, costs, liabilities, actions, proceedings, rights of actions and claims for compensation in respect of any damage, injury and/or death arising out of the use of the Shire facility and/or equipment.

.....  
Signature    Date    /    /



# Shire Facility Inspection Form

## 1. APPLICANT DETAILS

Contact name					
Date of booking					
Date of Pre Hire Inspection					
Kununurra Venues	<b>Parks</b>	<b>Ovals</b>	<b>Outdoor Courts</b>	<b>Leisure centre</b>	<b>Other</b>
	<input type="checkbox"/> White Gum <input type="checkbox"/> Celebrity Tree <input type="checkbox"/> Toilets <input type="checkbox"/> Power <input type="checkbox"/> Water	<input type="checkbox"/> Ag Oval <input type="checkbox"/> Town Oval <input type="checkbox"/> Toilets <input type="checkbox"/> Change Rooms	<input type="checkbox"/> Tennis Courts <input type="checkbox"/> Netball Courts <input type="checkbox"/> Basketball Courts	<input type="checkbox"/> Hall <input type="checkbox"/> Stage <input type="checkbox"/> Kitchen <input type="checkbox"/> Pool <input type="checkbox"/> Squash Courts	<input type="checkbox"/> Council Chambers <input type="checkbox"/> Council Meeting room <input type="checkbox"/> Airport Meeting Room
Wyndham Venues	<b>Ovals</b>		<b>Outdoor Courts</b>	<b>Other</b>	
	<input type="checkbox"/> Town Oval <input type="checkbox"/> Toilets <input type="checkbox"/> Change Rooms		<input type="checkbox"/> Multipurpose Courts	<input type="checkbox"/> Peter Reid Memorial Hall <input type="checkbox"/> Recreation Centre <input type="checkbox"/> Pool <input type="checkbox"/> Council Chambers <input type="checkbox"/> Council Meeting Room	

## 2. PRE-HIRE INSPECTION

Applicant to complete		
		Comment
Venue clear of rubbish	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Inspections of site for unsafe litter (glass/ metal)	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Inspection of playing surface	<input type="checkbox"/> Yes <input type="checkbox"/> No	
All safety signage is in place and legible	<input type="checkbox"/> Yes <input type="checkbox"/> No	
All equipment provided for hire is in suitable condition	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Facility deemed suitable for use by hirer	<input type="checkbox"/> Yes <input type="checkbox"/> No	

### 3. APPLICANT DECLARATION

I.....state that I completed the above pre-event inspection on ...../...../..... and deem that the facility is suitable for hire.	
<b>Signature</b>	
<b>Date</b>	

### 4. POST-HIRE DECLARATION

SWEK Staff to complete		
		Comment
Venue clear of rubbish	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Inspections of site for unsafe litter (glass/ metal)	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Inspection of playing surface	<input type="checkbox"/> Yes <input type="checkbox"/> No	
All safety signage is in place and legible	<input type="checkbox"/> Yes <input type="checkbox"/> No	
All equipment provided for hire is in suitable condition	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Facility deemed suitable for use by hirer	<input type="checkbox"/> Yes <input type="checkbox"/> No	

### 5. SWEK STAFF DECLARATION

I.....state that I completed the above post-event inspection on ...../...../..... and deem that the application has left the facility in its original condition	
<b>Signature</b>	
<b>Date</b>	