

Shire Facility Booking Form



To be completed for all Shire Facility and Equipment Hire within the Shire. Bookings are not confirmed until payment of all venue fees and bonds has been received.

All bookings that are events, public or private, held at a hired Shire managed facility are required to also submit an [Event Notification](#).

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. These details can be found [here](#).

If the event has an existing Approval to Construct, Extend or Alter a Public Building from a previously approved event, and will comply with the approval, must confirm this in writing and submit an [Application for Certificate of Approval \(Form 2\)](#). Compliant events will be issued with a Certificate of Approval once an inspection has been conducted to confirm compliance.

Please submit completed Shire Facility Booking Forms and supporting information as early as possible to avoid disappointment. Event Notifications must be submitted to the Shire of Wyndham East Kimberley **8 weeks prior to the commencement of the event**. Any forms received less than 4 weeks prior to the event **may be** refused. Submissions can be made by:

- Email: SWEKKLCGroup@swek.wa.gov.au
- Mail: PO Box 614 Kununurra WA 6743
- In person: 20 Coolibah Drive, Kununurra or Koolama Street, Wyndham

Terms and conditions for the hire of 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.

Any questions or queries, do not hesitate to contact the Kununurra Leisure Centre Staff on 9168 2120 or SWEKKLCGroup@swek.wa.gov.au who will assist you with your application or direct you to the relevant staff member.

1. APPLICANT DETAILS

Organisation					
Type of Organisation	Not-for-profit <input type="checkbox"/>	Private <input type="checkbox"/>	Government <input type="checkbox"/>	School <input type="checkbox"/>	
Contact Person			Position		
Postal address					
Residential address					
Home phone		Work phone		Mobile	
Email				Fax	
Are you the contact person during the event?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	If no, provide contact details below:		
Contact Person				Mobile	
Identification attached	Driver's Licence <input type="checkbox"/>	Passport <input type="checkbox"/>	Other <input type="checkbox"/>	Please state:	

2. SHIRE FACILITY / EQUIPMENT HIRE

Shire venue required						
Specific area (stage, hall, kitchen, meeting room etc)						
Type of Booking	Event <input type="checkbox"/>	Casual / Private <input type="checkbox"/>	Regular / Seasonal (complete calendar) <input type="checkbox"/>			
Booking Date	/ / 20					
Booking Time (Please allow for set up & pack up)	____:____ am/pm - ____:____ am/pm					
Booking description (party, sport, etc)						
Expected Attendance						
Equipment to be hired						
Quantity required		Collection date & time	/ / 20	____:____ am/pm		
Will alcohol be consumed?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	If yes, Shire Liquor Application must be completed			
Facility Inspection	PRE	Date	____:____ am/pm	POST	Date	____:____ am/pm

3. BOND DETAILS

Refund Cheque Name (no initials)					
Refund Postal Address					

IMPORTANT INFORMATION:

This is an application form only. Bookings are not confirmed until approval has been granted by the Shire of Wyndham East Kimberley and all fee payments have been received.

REGULAR / SEASONAL BOOKINGS

Please indicate dates on the below calendar (if applicable)

Calendar 2018 Australia

January							
Wk	Mo	Tu	We	Th	Fr	Sa	Su
1	1	2	3	4	5	6	7
2	8	9	10	11	12	13	14
3	15	16	17	18	19	20	21
4	22	23	24	25	26	27	28
5	29	30	31				

February							
Wk	Mo	Tu	We	Th	Fr	Sa	Su
5				1	2	3	4
6	5	6	7	8	9	10	11
7	12	13	14	15	16	17	18
8	19	20	21	22	23	24	25
9	26	27	28				

March							
Wk	Mo	Tu	We	Th	Fr	Sa	Su
9				1	2	3	4
10	5	6	7	8	9	10	11
11	12	13	14	15	16	17	18
12	19	20	21	22	23	24	25
13	26	27	28	29	30	31	

April							
Wk	Mo	Tu	We	Th	Fr	Sa	Su
13							1
14	2	3	4	5	6	7	8
15	9	10	11	12	13	14	15
16	16	17	18	19	20	21	22
17	23	24	25	26	27	28	29
18	30						

May							
Wk	Mo	Tu	We	Th	Fr	Sa	Su
18		1	2	3	4	5	6
19	7	8	9	10	11	12	13
20	14	15	16	17	18	19	20
21	21	22	23	24	25	26	27
22	28	29	30	31			

June							
Wk	Mo	Tu	We	Th	Fr	Sa	Su
22					1	2	3
23	4	5	6	7	8	9	10
24	11	12	13	14	15	16	17
25	18	19	20	21	22	23	24
26	25	26	27	28	29	30	

July							
Wk	Mo	Tu	We	Th	Fr	Sa	Su
26							1
27	2	3	4	5	6	7	8
28	9	10	11	12	13	14	15
29	16	17	18	19	20	21	22
30	23	24	25	26	27	28	29
31	30	31					

August							
Wk	Mo	Tu	We	Th	Fr	Sa	Su
31			1	2	3	4	5
32	6	7	8	9	10	11	12
33	13	14	15	16	17	18	19
34	20	21	22	23	24	25	26
35	27	28	29	30	31		

September							
Wk	Mo	Tu	We	Th	Fr	Sa	Su
35						1	2
36	3	4	5	6	7	8	9
37	10	11	12	13	14	15	16
38	17	18	19	20	21	22	23
39	24	25	26	27	28	29	30

October							
Wk	Mo	Tu	We	Th	Fr	Sa	Su
40	1	2	3	4	5	6	7
41	8	9	10	11	12	13	14
42	15	16	17	18	19	20	21
43	22	23	24	25	26	27	28
44	29	30	31				

November							
Wk	Mo	Tu	We	Th	Fr	Sa	Su
44				1	2	3	4
45	5	6	7	8	9	10	11
46	12	13	14	15	16	17	18
47	19	20	21	22	23	24	25
48	26	27	28	29	30		

December							
Wk	Mo	Tu	We	Th	Fr	Sa	Su
48						1	2
49	3	4	5	6	7	8	9
50	10	11	12	13	14	15	16
51	17	18	19	20	21	22	23
52	24	25	26	27	28	29	30
1	31						

Public holidays 2018 Australia

1st Jan.	New Year's Day	30th March	Good Friday	25th April	ANZAC Day	25th Dec.	Christmas Day
26th Jan.	Australia Day	31st March	Easter Saturday	11th June	Queen's Birthday	26th Dec.	Boxing Day
		2nd April	Easter Monday				

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 or incident to the event.

Name:

On behalf of (Organisation Name).....

Signature

Date / /

Terms and Conditions of Hire for Shire Venues, 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. Subject to the following conditions the Shire of Wyndham East Kimberley grants to the Hirer the right to hire and use the venue for the purpose indicated on the date or dates and at the times shown on the booking records.

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

Period of Hire

Venues are available from the booked commencement time. Hirers must allow appropriate time to set up, clean up and complete restoration of the area/s when completing the Application to 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 at the standard additional hourly rate, rounded to the nearest hour. All functions are to cease by midnight – cleaning may continue until 1.00am when the premises are to be vacated.

Hire Fee

Must be paid at the time of booking, unless the Hirer is an approved account holder registered with the Shire of Wyndham East Kimberley. All fees include GST. Written confirmation of bookings is available upon request from the Shire of Wyndham East Kimberley offices.

Set up and clear up of the venue is the responsibility of the Hirer. In stating hire times set up and clear up periods must be allowed and approved by the Shire Community Development staff.

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 and legal costs and expenses, will be met by the Hirer. Charges may vary. The Shire reserves the right to revise fees, charges and bond 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 of Wyndham East Kimberley office at least 14 days prior to commencement of the hire period.

Bond monies will not be refunded if the conditions of hire have not been fully complied with. The venue must be left in a clean condition, the permanent layout must be restored, and repairs of any damages to furniture, fixtures or the building must be arranged and paid for by the Hirer. Bonds will only be refunded to the original paying person/organisation and by way of cheque.

The Hirer is liable for any costs, losses or damages incurred as a result of damage caused to the state of repair or condition of the venue during the hire period/s, and acknowledges that the Shire may retain all or part of the bond to cover any costs incurred by the Shire for repair or cleaning required as a result of the Hirers' use of the hired venue (other than for reasonable wear and tear). The Shire retains the right to determine the cost of any repairs or cleaning required. The Hirer agrees on demand to pay to the Shire any such further amounts as are required to cover the cost of repairs or cleaning not covered by the bond monies.

Public Liability

Regular/Seasonal hirers are required to have public liability insurance to a minimum value of \$10 million dollars. A 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, Council'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.

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 location, 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 in 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

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 inappropriate impact on local residents.
- The venue is required for Council functions or Local Government, State or Federal elections
- The hire fees and/or bond monies have not been paid
- Maintenance or repairs are being carried out within the venue or grounds
- 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 venues)

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- and Post-Inspection of the Premises

Where possible, venues should be viewed prior to completing the booking application. This is arranged by directly contacting the venue office. Post hire inspections will be conducted by Shire staff as soon as possible post event. Hirers' are responsible for completing a Risk Management form and submitting same with the booking application.

Kununurra Leisure Centre and all outdoor venues	115 Coolibah Drive, Kununurra	9168 2120
Ted Birch Memorial Youth & Recreation Centre, Peter Reid Memorial Hall and all outdoor venues	Koolama Street, Wyndham	9161 1002

Key Collection

Keys for community facilities are to be collected from the venue 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 of Wyndham East Kimberley 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 Shire of Wyndham East Kimberley facility and it is the responsibility of the hirer to monitor and enforce.

Alcohol is not permitted at the Kununurra Youth Centre.

For alcohol, BYO or otherwise, to be permitted at other venues application to, and subsequent permission from, the CEO Shire of Wyndham East Kimberley PO Box 614 Kununurra 6743 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 drinks.

It is the responsibility of the Hirer to be aware of the requirements of the *Food Act 2008, Australian New Zealand Food Standards* and *Food Regulations 2009* and to ensure compliance by all personnel with same. Approval must be obtained from the Shire if it is the intention to utilise the premises for the manufacture or processing of food stuffs for sale.

Cleaning Requirements

The venue must be left in a clean and tidy condition and secured upon the Hirer's departure.

Hirers' are 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 eg. tarpaulin.
- All cleaning. 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 premises.
- The provision of all cleaning equipment and materials including garbage bags, detergents, brooms, buckets, mops.
- Storing all equipment in the allocated space; returning furniture to the original plan.

Time for cleaning is included in the booking period and charged accordingly therefore the clearing and cleaning of the premises 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

Liquor Guidelines

Alcohol may only be taken onto Council owned or managed premises if the following applications have been made and approval granted:

- 1. If alcohol is going to be brought on a BYO basis the hirer must apply in writing (using this form) to the Chief Executive Officer. Approval is subject to the discretion of the Chief Executive Officer.
- 2. Live entertainment events/venues over 200 patrons are not able to have BYO exemptions under Department of Racing, Gaming and Liquor policy regarding Exemptions to the *Liquor Control Act 1988*.
- 3. Applicants who intend to sell alcohol either direct or indirect (included in the price of a ticket etc.) must gain permission from the Chief Executive Officer, Shire of Wyndham East Kimberley (using this form) then apply for an Occasional Liquor License from the Department of Racing, Gaming and Liquor (Liquor Licensing Division). If approval is granted a copy of the Occasional License and any conditions contained therein must be forwarded to the Shire of Wyndham East Kimberley, at least one week prior to the function with a plan showing the licensed area.

OFFICE USE ONLY

3. APPROVAL

Liquor application approved		Y <input type="checkbox"/>	N <input type="checkbox"/>
Approving Officer Name			
Approving Officer Title			

.....
Approving Officer Signature Date / /

OFFICE USE ONLY

Applicant N&A		Record file		Record:	AP-
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