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Regular Hire Application

APPLICANT MUST BE OVER 18 YEARS OF AGE

BOOKING ID: _____

DATE PROCESSED: _____

This form is an application only and must be submitted 10 days prior to your start date for your booking to be processed.

PLEASE READ THIS APPLICATION CAREFULLY AS IT IS THE HIRER'S RESPONSIBILITY TO ENSURE THAT THEY HAVE CORRECTLY COMPLETED THE INFORMATION REQUESTED AND HAVE UNDERSTOOD THE CONDITIONS OF HIRE

Contact Details			
Group Name:		Contact Person:	
Postal Address:			
Contact Number:	(H)	(W)	(M)
Email Address:			
Legal Status:	Community <i>Not for profit Organisation, Charitable Organisation, Charitable Event, Community Group or Sporting Club</i>		Standard <i>Government Departments and Agencies, Business, Commercial or Individuals.</i>
	Other:		
ABN:			
Type of Activity:		Number of participants:	
Booking Requirements			
Courts:	Court 1 <i>(full court hire)</i>	Court 2 <i>(full court hire)</i>	Courts 1 and 2
	Court 1 <i>(half court hire)</i>	Court 2 <i>(half court hire)</i>	
	Badminton Court – number of courts required: <i>(8 available)</i>		
	Volleyball Net: <i>(2 nets available. 1 net = 1 full court hire)</i>		
Rooms:	Studio 2 - <i>limited availability</i>		
Equipment:	Chairs (80 available) – number required:		
	Trestle Tables (12 available) – number required:		
	Netball Goals – number required:		
	Soccer Goals – number required:		
	Whiteboard		

25m Pool and Number of Lanes Required:	(Please Circle) 0 1 2 3 4 5 6 7 8 9									
Start Date:				Finish Date:						
Start Time:				Finish Time:						
Monday		AM PM	to			AM PM				
Tuesday		AM PM	to			AM PM				
Wednesday		AM PM	to			AM PM				
Thursday		AM PM	to			AM PM				
Friday		AM PM	to			AM PM				
Saturday		AM PM	to			AM PM				
Sunday		AM PM	to			AM PM				
Frequency of Booking:			Flexible with day of the week:	Yes No						
Booking to continue through School Holidays:	Yes No	Booking to continue through Public Holidays:		Yes No						
Supporting Information:										

Hirer's Declaration		
I am over the age of 18 and acknowledge I have read the 'Conditions of Hire' and agree to abide by the conditions. I acknowledge that the costs incurred due to breakage, damages, or not leaving the premises in a clean and tidy condition will be taken from my bond and any additional costs will be rendered by myself or the organisation named on the booking application form.		
Name of Applicant (print)	Signature	Date
Checklist for additional documentation		
Certificate of Currency / Public Liability Insurance Incorporation certificate (if claiming community rate)		
Incomplete applications will not be accepted		
PLEASE CONTINUE, TO READ TERMS AND CONDITIONS OF HIRE		

Calendar 2024/25

Please tick all dates that you are requesting for booking.

JULY						
M	T	W	T	F	S	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
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29	30	31				

AUGUST						
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SEPTEMBER						
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OCTOBER						
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NOVEMBER						
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DECEMBER						
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JANUARY						
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FEBRUARY						
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MARCH						
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APRIL						
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JUNE						
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 Public Holiday

City of Kwinana Terms and Conditions of Hire

Please read the following carefully prior to completing your Booking Application Form. Applicant to keep Terms and Conditions of Hire and return

These terms and conditions are the terms that the City will hire a Facility to you.

Definitions

City means the City of Kwinana;

Facility means the local government property to be hired by the Hirer;

Hirer means you, the Hirer (or any person acting on your behalf and with your authority);

Hire Period means the period of time from when the Facility is to be hired by the City to the Hirer as specified in any booking or event application or confirmation, quotation, invoice or other document provided by the City to the Hirer or as otherwise extended by the Parties in writing;

Party means a party to these terms and conditions; and

Start Date means the date the Hire Period commences as specified in any booking or event application or confirmation.

Acceptance and confirmation of booking

1) Acceptance by the Hirer of any booking or event confirmation, quotation, invoice or other document provided by the City; any instructions received by the City from the Hirer for the hire of Facility; and or the Hirer's signing of a declaration to be bound to these terms and conditions, constitutes acceptance of these terms and conditions.

2) The Hirer is responsible for communicating all information related to the hire to the City.

3) For the avoidance of doubt, acceptance of these terms and conditions constitutes an acknowledgment to be bound by these terms and conditions, which may only be amended by the City in writing.

4) No hire is valid until the City provides the Hirer with a letter of confirmation of the hire and the Hirer provides the City with any required bond.

Facility Hire

5) From the Start Date, the Hirer hires from the City the Facility for the Hire Period and at the Hire Fee, on these terms and conditions and any other terms and conditions provided to the Hirer by the City. For the avoidance of doubt, if there is an inconsistency between these terms and conditions and other conditions provided by the City to the Hirer (e.g. special conditions contained in the confirmation letter), the other conditions prevail.

6) Bookings will may be subject to a risk assessment which will be conducted in conjunction with the Hirer and a representative of the City.

7) The Hirer may only use the Facility for the purposes approved by the City. Only the specific room(s) and/or equipment of the Facility (if applicable) booked may be used and only the day(s) and time(s) confirmed. A Hirer does not have sole use of any outdoor space or shared use spaces (i.e. carparks and foyers) in the Facility.

8) Any Hirer granted approval to use a City Facility is at no time permitted to sub-lease or assign or make it available for hire to any other individual or group.

Usage time

9) Approval to use a Facility applies only to the times and dates outlined on the booking confirmation letter.

10) Minimum booking time is one hour, with increments of fifteen minutes charged thereafter.

11) Any time required for set up and cleaning up at the end of your event must be included in your booking time.

12) If the function extends past the approved time, additional Hire Fees will be charged.

13) Any bookings which occur outside of the Kwinana Recquatic Centre's normal operating hours may incur additional charges.

Hire fee and bond payment

14) The Hire Fee is:

(a) set annually for the financial year commencing on 1 July and contained in the City Schedule of Fees and Charges. Any increase to fees and charges adopted by the City's Council will apply to bookings already confirmed but that

remain unpaid; and

(b) as indicated on any confirmation or invoice provided to the Hirer by the City.

15) The City reserves the right to change the Hire Fee in the event of a variation to the City's quotation. Any variation from the plan of scheduled hire or specifications will be charged for on the basis of the City's quotation and may be shown as variations on the invoice. The Hirer must not proceed with any variations without first obtaining the City's authorisation. Payment for all variations must be made in accordance with the payment terms specified on the City's invoice (if applicable).

16) Bond are payable at the absolute discretion of the City, the amount of which is to be in accordance with the City's Schedule of Fees and Charges.

17) Failure to comply with the terms of hire may result in the forfeiture of all or a portion of the Hirers bond (to be determined in the City's absolute discretion).

18) If there is no damage to the Facility (including equipment within it) or additional costs arising from the hire, the bond will be refunded by EFT, within four weeks from the last date of the hire. The following fees and charges may be deducted from the bond (at the absolute discretion of the City):

(a) additional hire time;

(b) repairs to the hired facility, equipment, surroundings;

(c) removal of decorations or additional cleaning; and

(d) multiple attempts to refund bond due to incorrect bank details in accordance with the City Schedule of Fees and Charges.

19) The Hirer acknowledges that a breach of the hire arrangement may result in the City refusing to agree to any future hiring to the applicant, including any confirmed future bookings.

Booking cancellations by hirer or City

20) Cancellations by the Hirer must be made in writing to the City Cancellations by the Hirer within 5 working days of the booking date will forfeit 100% of Hire Fee.

21) All bookings for hire of space are at the discretion of the City. On occasion, the City 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 offered an alternative and appropriate Facility space and given notification to make alternative arrangements.

22) If the City is advised prior to the Hire that the Hirer intends to use the Facility for, in the discretion of the City, an inappropriate use of a public facility, the City may cancel the Hire. Further, if the Hirer uses the Facility for, in the discretion of the City, an inappropriate use, the City may refuse to accept future bookings from the Hirer and associated individuals and groups.

23) In the event of a Local Emergency the Kwinana Recovery Coordinator may cancel a hire with limited or no notification for the Facility to be used for emergency response.

Priority of Use

24) All facility hirers will be subject to the Priority of Use Schedule as listed below. Kwinana Recquatic reserves the right to relocate or reschedule a booking to ensure accordance with the Policy as/ and if required. The centre will ensure as much notice as possible is provided should this affect your booking:

Priority 1 - Kwinana Recquatic or City of Kwinana managed activities, programs, games, practices, sports and tournaments.

Priority 2 - Kwinana Recquatic partner activities or co-sponsored activities, programs, games and functions.

Priority 3 - All organisations that have been through an expression of interest process and recognised with an official annual allocation at Kwinana Recquatic by Council for providing relevant programs or services that do no conflict with Priority 1 programs and services.

Priority 4 - All schools located within the City of Kwinana boundaries

Priority 5 - Other City of Kwinana supported or government agency supported activities, programs and meetings.

Alcohol and smoking

25) The Kwinana Recquatic Centre is an alcohol free Facility. Under no circumstances is there to be alcohol on the premises, including the external surrounds and car park.

26) If alcohol is consumed in a Facility without City approval, the Hirer will be in breach of these terms and conditions and their hire will be cancelled

without any refund (e.g they will be required to immediately leave the Facility) or risk approval of future booking requests.

27) Smoking is prohibited in all Facilities and within ten metres of all entry points. If smoking in a Facility occurs, the Hirer will be in breach of these terms and conditions and their hire will be cancelled without any refund (e.g. they will be required to immediately leave the Facility) or risk the approval of future booking requests

Safety

28) 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. Any electrical equipment being provided by the Hirer must be approved by the City before being used and listed on the Hirers application form.

Insurance

29) A community group who applies to hire a Facility or reserve 12 times or less per year may be covered under the City's Casual Hirers Liability Insurance. Please note that this does not include incorporated bodies. Incorporated bodies, sporting clubs/associations and commercial groups or commercial type bookings must have public liability insurance cover to a level not less than \$10m.

30) Non-profit/community groups must have public liability insurance cover to a level not less than \$5m.

31) When required, evidence of public liability insurance must be provided prior to commencement of the hire.

32) A copy of the Hirer's current Certificate of Insurance is to be attached to the relevant application form for all hire requests.

33) The City may cancel a booking if the Hirer does not provide the City with a Certificate of Insurance and evidence of insurance.

Liability and indemnity

34) The Hirer releases, discharges and indemnifies the City from all claims and demands on the City arising out of or consequent on the use or misuse

of the Facility.

35) The Hirer assumes all risks and liabilities for and in respect of the Facility including but not limited to:

a) any injuries to or deaths of persons; damage to property of the City, the Hirer or any third party; and

b) breach or non-compliance with legislation or local law, arising from the Hirer's possession, use, maintenance of the Facility.

36) The City will not be liable for any damage or loss that the Hirer suffers by reason of any breakdown or inconvenience caused by or incidental to the Facility.

Cleaning

37) The Hirer to leave the Facility clean and tidy. All food scraps, rubbish, decorations and equipment are to be removed and any marks, damage or additional cleaning may result be deducted from your bond. 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 provided bins.

38) 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.

39) Basic cleaning equipment is provided in all City Facilities; 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 vacuum cleaners are not provided). The Hirer should promote the recycling of waste materials.

40) The Facility will be inspected by the City for any damage and additional cleaning, prior to and following the Hire Period.

Equipment

41) 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. All the furniture and equipment contained in the halls remains the property of the City and may not be removed at any time.

42) 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. 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.

Attendance and advertising

43) Attendance must not grossly exceed the estimated attendance number provided on the booking or event application and if this does occur the City may cancel the booking or hire. The Hirer must not advertise their private function/party to the public by any medium and invitations must remain private at all times.

44) The Hirer must not advertise their private function/party to the public by any medium and invitations must remain private at all times.

45) Signs may not be displayed or affixed to any Facility by Hirers except with the permission of the City

Prohibited actions, items and permissions

46) Prohibited items including but not limited to barbecues, candles, gas bottles, open flames, portable stoves or ovens, fireworks, kerosene or spirit type lamps, spit roasts must not be used within a Facility.

47) No fire of any type may be lit in the surrounding grounds of any hall or pavilion. Confetti, balloon releases, bubble makers, smoke machines, rice, glitter or glitter shapes are not permitted within the Community Centres or surroundings.

48) 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.

49) Blue or yellow tack, cello tape, signs, fittings or structures of any sort must not be erected without prior approval of the City.

Damage

50) If notable damage is not reported prior to the commencement of your hire it will be deemed that the damage occurred during the course of your hire.

51) All damage must be reported to the City:

a) Outside of normal business hours to the City's City Assist services on 9439 0400;

b) For non-urgent matters via email recquatic@kwinana.wa.gov.au; or

c) During business hours (Monday to Friday) on 9236 4700.

52) The Hirer is responsible for any breakages, theft, loss or damage to the Facility hired and equipment supplied by the City for the hire that occurs during the Hire Period (or a reasonable period of time after the Hire Period). Should any such event occur, the City must be notified as soon as possible. The cost of repairing or replacing any breakage, damage or loss will be borne by the Hirer and will be deducted from the bond.

53) The Hirer is responsible for any loss or damage to City property surrounding the Facility that is damaged as a result of the function. The cost of repairing such loss or damage will be deducted from the bond. This includes, but is not limited to, damage to parking bollards, piping, trees, shrubs, fences, grass, signs, lighting etc. In addition to recovering costs through the bond the City may initiate legal proceedings against the Hirer to recover any loss or damage in excess to the Bond including legal cost (on a full indemnity basis) associated with the recovery.

High risk bookings

54) The City may deem a hire booking to be a high risk booking and may require that additional conditions apply to the hire, including but not limited to restricting some Facilities from being used for such hire.

55) At the absolute discretion of the City, the Hirer will need to provide proof of security arrangements to the City; and the Hirer to provide information to the satisfaction of the City as to how people will be moved on from the Facility on completion of the Hire Period.

Storage

56) All equipment or property must be removed prior to the end of scheduled booking time, unless prior written approval of the City is obtained. Any equipment of the Hirer left in the Facility without written approval of the City may be disposed of by the City in accordance with the Local Government Act 1995 and other applicable written law, local law or City policies.

57) Where written approval has been granted by the City to the Hirer for the Hirer to store their equipment/property, 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 a safe, neat and tidy manner. The City is not liable for any equipment stored on site.

58) 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 four 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.

Supervision of minors

59) All children under the age of 18 are to be supervised in accordance with the centre's parental supervision guidelines.

60) All children under the age of five must remain within arm's reach of an adult at all times whilst in the pool and surrounding area.

General

61) Any bookings intended to have more than 20 participants or from a school are to enter and exit the centre via the side entry adjacent to the bus parking lane.

62) If any provision of these terms and conditions is invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions will not be affected, prejudiced or impaired.

63) These terms and conditions and any Facility hire agreement to which they apply will be governed by the laws of Western Australia and are subject to the jurisdiction of the courts of Western Australia.

64) The City will be under no liability whatsoever to the Hirer for any indirect and or consequential loss and or expense (including loss of profit) suffered by the Hirer arising out of a breach by the City of these terms and conditions.

65) In the event of any breach of these terms and conditions by the City the remedies of the Hirer will be limited to damages, which under no circumstances will exceed the Hire Fee.

66) The Hirer will not be entitled to set off against, or deduct from the Hire Fee, any sums owed or claimed to be owed to the Hirer by the City nor to

withhold payment of any invoice because part of that invoice is in dispute.

67) The City may license or sub-contract all or any part of its rights and obligations without the Hirer's consent.

68) Neither party will be liable for any default due to any act of war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.

69) If the City and the Hirer are in dispute over anything arising out of or in any way connected with a quote or these terms and conditions, and one party requires the dispute to be resolved, then that party must give the other party a written notice of the details of the dispute. Within 14 days of a party receiving the notice, the parties and or their delegates must meet and attempt to resolve the dispute. If, within 14 days of that meeting, the dispute is not resolved, either party may proceed to litigation.

70) The City reserves the right to review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which the City notifies the Hirer of such change.

71) The failure by the City to enforce any provision of these terms and conditions will not be treated as a waiver of that provision, nor will it affect the City's right to subsequently enforce that provision.