

## East Pilbara Arts Centre Newman



**Location:** 1913 Newman Drive, Newman WA 6753.

**Standing Capacity:** 100 people

**Facility Hire Includes: Void:** 872m2 open area  
2 x Industrial Roof Fans Installed  
1 x Male, 1 x Female and 1 x Disabled Toilet Available  
Parking Available

**Meeting Room / Kitchen:** 8 Seater Table  
Projector and Screen  
Commercial Kitchen with the following utilities: Fridge & Freezer, Industrial Hob & Oven, Dishwasher, Urn

### Fees and Charges:

East Pilbara Arts Centre		
Fees	Cost	Comments
<b>Not for Profit - Community Organisation</b>		
Meeting Room including kitchen and toilets	\$21.00	Per hour
Void area including toilets	\$48.00	Per hour
	\$126.00	Half day (up to 4 hours)
	\$240.00	Full day (up to 8 hours)
<b>Commercial Organisation / Private Functions</b>		
Meeting Room including kitchen and toilets	\$35.00	Per hour
Void area including toilets	\$80.00	Per hour
	\$210.00	Half day (up to 4 hours)
	\$400.00	Full day (up to 8 hours)
<b>Bond - Refundable</b>		
Individual Hire	\$800.00	Alcohol
	\$400.00	No alcohol
Not for Profit Hire	\$1200.00	Alcohol
	\$600.00	No alcohol
Commercial Hire	\$2000.00	Alcohol
	\$1000.00	No alcohol

## Facility Hire Application Form

Please note: at least 72 hours notice is required for all bookings

Name of Group / Club / Organisation: \_\_\_\_\_

### Applicant Details

Contact name: _____
Address: _____
Suburb: _____ Post Code: _____
Phone: _____ Email: _____
Number of attendees: _____
Description of intended use: _____
Please tick: <input type="checkbox"/> Commercial ( <i>profit</i> ) <input type="checkbox"/> Community activity ( <i>not for profit</i> ) <input type="checkbox"/> Individual / Private

	Yes	No
Is a copy of your Public Liability attached?	<input type="checkbox"/>	<input type="checkbox"/>
Is the event outside Reception hours? ( <i>Monday –Friday 8:00am till 4:30pm</i> )	<input type="checkbox"/>	<input type="checkbox"/>
Will alcohol or food be consumed? ( <i>Permits will be required</i> )	<input type="checkbox"/>	<input type="checkbox"/>
Is this a Public Event? ( <i>Permit will be required</i> )	<input type="checkbox"/>	<input type="checkbox"/>
Is this a Junior Activity ( <i>4-16yrs</i> ) based in the SoEP?	<input type="checkbox"/>	<input type="checkbox"/>

Office Use Only			
Application Requirements:		Payment Details:	
Public Event Application Required	Y / N	Bond paid	Y / N
Application Given to REAO	Y / N	Amount \$	Receipt #
Traders Permit Application Required	Y / N	Invoice Raised	Y / N
Application Given to EHO	Y / N	Amount \$	Batch #
Liquor Permit Application Required	Y / N	Journaling required	Y / N
Application Given to EHO	Y / N	Amount \$	GL #
Public Liability attached	Y / N	Booking confirmation required	Y / N
		Booking entered into Calendar	Y / N
Staff Member:			
Name: _____			
Sign: _____ Date: _____			

## Facilities Required

East Pilbara Arts Centre (55ppl) <input type="checkbox"/> (Please tick required area below)
<input type="checkbox"/> Meeting Room & Kitchen
<input type="checkbox"/> Void

## Details of Booking

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Date Start							
Date Finish							
Time Start							
Time Finish							

## Conditions of Hire:

The Shire endeavors to maintain its facilities in good condition and trusts that the facility meets with your requirements.

Applications for hire of a facility or equipment shall be made on the appropriate form. In return for the use of Council facilities you are required to comply with the following Conditions of Hire.

1. You acknowledge and agree that use of the Facilities is potentially a dangerous activity and may lead to injury. You agree to use the Facilities entirely at your own risk and with due caution. The Shire of East Pilbara ("Shire") does not warrant or guarantee the condition of the Facilities. You further acknowledge that use of the Facilities is unsupervised.
2. It is a condition of hire that the Shire shall not be liable for:
  - a. any injury or death that may occur whilst you make use of the Facilities ; or
  - b. any loss or damage to property,
3. You agree to:
  - a. not hold the Shire liable for any actions, suits, proceedings, claims, demands, losses, damages, penalties, fines, costs and expenses however arising that you may have had but for this clause arising from or in connection with your use of the Facilities; and
  - b. Indemnify the Shire to the extent permitted by law in respect of all actions, suits, proceedings, claims, demands, losses, damages, penalties, fines, costs or expenses however arising as a result of or in connection with your use of the Facilities.

4. **Insurance – Public Liability – User / Community Groups / Sporting / Organisations / Shows**
  - a. All Users, Community Groups, Shows, Clubs and Associations using Council facilities shall, produce to the Shire: written proof that they have a current Public Liability insurance cover of at least \$10 million. If using other Organisations for your Event, then the Hirer is responsible for obtaining a copy of their current Public Liability certificate. Confirmation will not be given until a current certificate from the Hirer is sighted by the Facility Administration Officer.
  - b. All organisations with a lease or license agreement are required to provide a copy of content insurance to Shire of East Pilbara.
5. **Bonds:** A bond as per fee schedule will be applicable to all bookings. The bond is held against the following:
  - Damage to the building / facility or equipment
  - Loss of keys
  - Additional cleaning
  - Additional access to the venue other than allocated time
  - Breach of conditions of hire including supplying false information

The hirer will also be liable for costs in excess of the bond deposited to meet the full cost of damage or cleaning. Failure to clean tables and chairs will incur a cleaning fee. Facility Hire bonds will also be forfeited in the event of any substantiated community complaints being received, in the respect of anti-social behavior/activity attributed to patrons of the function conducted at the premises. Bonds will only be returned to the person nominated in the Facility Hire Application Form. Bond refunds will be made by bank transfer within Ten (10) working days after a successful facility inspection and return of the keys.
6. **Personal Bookings:** are accepted for all facilities if the hire fee is paid in advance. Clubs may pay monthly for permanent bookings by arrangement with the management. Ten (10) working days' notice of cancellation is required to avoid being charged the cancellation fee
7. **Cleaning:** The facility, including bathrooms and change-rooms, are to be left in a clean condition – if any cleaning is required to be organized by the Shire Office, the cost will be at cost recovery, which will be invoiced after the event. Cleaning equipment is provided. No food or drink on floor areas where possible.  
**Floors should be mopped with water- DO NOT USE DETERGENT AS IT STRIPS FLOOR POLISH.**  
 The Hirer shall replace all furniture in the position designated by Recreation Centre staff. Decorations, food scraps and rubbish must be removed, and the facility area swept and left in a clean and tidy condition by the time the booking expires.
8. **Loss / Damage:** If there is any loss or damage to the Shire of East Pilbara property, then the cost of replacement will be taken out of the bond.
9. **Vacating Premise:** All activities / functions must be finalised and the facility cleaned and vacated upon expiration of the period of hire. If the premises are not vacated; additional hire cost will be deducted from the bond or invoiced after the event. Hirers wishing to extend the hire period beyond the original booking will also incur staff wage costs to be negotiated with the Facility Administration Officer. All external facilities must be locked and alarmed upon leaving the building, failure to do so will incur additional charges.
10. **Number of Guests:** The number of guests shall not exceed the buildings maximum capacity allowance.
11. **Noise:** comply with the provisions of the Noise Abatement Act of 1972, sound level output must be reduced if requested by Shire Staff.
12. **Rubbish:** All rubbish must be removed from the premises and placed in provided external bins.
13. **Live Flames:** are not permitted within the buildings due to fire regulations. Please note the importance of adhering to the strict no-smoking policy within the Centre building.
14. **Indemnification:** Hirers are required to bind as The Hirer to hold the Shire of East Pilbara and employees of the Shire of East Pilbara indemnified against all claims which may be against them for damages or otherwise, in respect of any loss, damage, death or injury caused by, or in the property of the Shire of East Pilbara, during all periods when such venue is on hire to the Hirer.
15. **Double Bookings:** in the event of two (2) or more applications being received for the hire of the building or facility at the same time and date, the Council may, without consideration or priority of applications, determine which Hirer is successful.

16. **Cancellation of Bookings:** The Hirer shall provide written notice of no less than Ten (10) working days' of cancellation to avoid being charged the cancellation fee. The Council may, at any time, cancel an agreement for hiring the building. Where possible notice of cancellation will be generally given within seven (7) to fourteen (14) working days of the requested booking and all monies will be refunded.
17. **Cancellation Fee:** The cancellation fee shall be 20% of entire booking charges.
18. **Charges:** shall be at rates set from time to time by Council and may include any furniture or equipment. Council reserves the right to grant permission of all or any part of the hire charges to any Hirer.
19. **Additional Equipment:** equipment is available for hire; (as per equipment hire application and Fees & Charges) this needs to be booked at the same time as booking the room for hire.
20. **Hirers Responsibility:** each Hirer will be responsible for the actions of its members whilst using the facilities. Consideration must be shown at all times for other persons using the facilities. A Hirer may not use equipment belonging to another hire group, without written consent of the leaders or officers of that hirer group and in such cases, the borrower shall be fully liable for any loss or damage occurring to such equipment whilst under his/ her jurisdiction. A person who is intoxicated or whose behavior is considered detrimental to other patrons of a Council facility, or who uses profane language, or marks, damages, or defaces any property of the facility, shall be directed to leave the premises immediately
21. **Movement of Furniture & Equipment within the Facility Building:** Hirer's may not move plants, furnishing or fittings without first obtaining the permission of staff at the Shire Administration Office. Extreme care must be taken in transporting and positioning tables and chairs, so that such equipment does not damage the floor. **Centre staff do not set up or pack away.** Tables are required to be left clean and stacked neatly away in the provided storeroom. All furniture and fittings must be returned to their original positions on completion of booking.
22. **Hanging of Decorations:** the driving of tacks, nails, screws or affixing of adhesive materials etc. into or on any of the woodwork or walls or any part of the building, furniture or fixtures is strictly forbidden. All decorations are to be hung on the fixtures provided and must be removed after the functions
23. **Authorised Representative:** any Officer of the Shire of East Pilbara on duty or any authorised agent of the Shire of East Pilbara, shall be permitted ingress and egress to the facility during an engagement and shall be given every facility for enforcing these conditions.
24. **Compliance with Regulations:** the Hirer of any portion of the facility shall comply with the provisions of the Health Act, Entertainment Tax Act, Police Act and the Criminal Code and State Electricity Commission Regulations and any other Act in force for the time being, applying to such hiring of the facility.
25. **Liquor and Food:** if liquor and/or food is being sold or offered at the function or included in the price of the admittance ticket, a function permit must be obtained from the Clerk of Courts and Council permission obtained in writing.
26. **The Hirer must ensure that:**
  - a. I agree to not enter the premises or conduct operations before 7.00 am.
  - b. No light and no lighting fixture or fitting is interfered with, covered or decorated in any way.
  - c. No live flame i.e.; candles, kerosene, lanterns etc., are brought into or used in the building.
  - d. No confetti is brought into or used in the building.
  - e. Any kitchen or food preparation room is left in a clean condition and that all rubbish is placed in the bags or other receptacle provided therefore (except when rubbish is removed).
  - f. All decorations, including flowers and all equipment brought into the building are removed by the time the period of hire terminates.
  - g. No damage is caused to the building or any property, chattels, equipment, fixtures or fittings therein or used in connection therewith.
  - h. No property, chattels, equipment, fixtures or fittings are removed from the building.
  - i. No nuisance or annoyance is caused to owners or occupiers of property in the vicinity of Council Owned Facilities.
  - j. Where liquor or others drinks are to be serviced from a keg or other bulk container, such keg or container must be located in the place designated by an Officer of the Council.
  - k. No gas bottles to be used or left inside any facility.

27. **Scaffolding:** the hirer must inform the Shire of East Pilbara when submitting a booking form, that they require the use of scaffolding. The Hirer is responsible to ensure an appropriate licensed person is available to erect and use this equipment. The Shire of East Pilbara takes no responsibility for any damages, injury or death incurred whilst utilising such equipment.
28. **Public Events:** If your booking is deemed a public event under the Health Act 1911, you will be required to also complete relevant paperwork from the Shire of East Pilbara Public Events team. Please contact the Newman Recreation Centre for more information
29. **Signage/Line Marking/Vehicles:**
- a. Should a club, group or association wish to display sponsorship signage, they must submit a standard planning application form, two coloured copies of proposed signage designs and a proposed location to the Shire of East Pilbara. Any signage must not, in anyway, be offensive or discriminate.
  - b. Water based paint or chalk is the only substance to be used for the marking of ovals. Lime, creosote, sump oil, Herbicide or any other chemical is prohibited for marking grounds. The Shire of East Pilbara is to be made aware of line marking schedules to coincide with the parks and gardens mowing and maintenance.
  - c. Clubs wishing to ensure that only approved materials are used for line markings are encouraged to call the shire on 9175 8000. If inappropriate line marking materials are used then a charge will be incurred to rectify any damage caused.
30. **Oval and Courts:**
- a. The Newman Tennis courts are open 7 days a week to the public – if lights are required a booking form must be completed.
  - b. Seasonal bookings are required to fill out a booking form and hand to the Newman Shire Administration Office along with all fixtures.
  - c. Shire of East Pilbara parks and gardens team can deem an oval unfit for use at any stage during a booking.

You hereby acknowledge and agree that your use of the Facilities is subject to the above conditions of use:

<p>I acknowledge and understand the conditions of hire</p> <p>Print name: _____</p> <p>Signature: _____</p> <p>Date: _____</p>
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