



## TERMS AND CONDITIONS OF HIRE

### Creche Birthday Party Bookings

#### 1. APPLICATIONS / BOOKINGS

- 1.1 All applicants must be aged 18 years or over (conditions apply).
- 1.2 All applications must be approved by management.
- 1.3 Submission of the official application form does not guarantee that the application will be approved.
- 1.4 Tentative bookings can only be held for 5 business days.
- 1.5 Confirmation of a booking requires the payment of a non-refundable \$50.00 deposit
- 1.6 Any changes to the booking must be submitted in writing.
- 1.7 All cancellations must be received in writing by the signatory on the original Facility Hire Application Form. The \$50.00 deposit will not be refunded.
- 1.8 Management reserves the right to cancel any booking. Written notice will be forwarded prior to the booking. The deposit, hire fee and bond will be refunded.

#### 2. CHARGES

- 2.1 All confirmed bookings will be paid for.
- 2.2 Costs of hire and bonds are in accordance with the current Fee Schedule
- 2.3 The use of the function room is available 8.00am – 5.00pm Saturday/Sunday. Weekday Monday – Friday bookings are based on availability only.
- 2.4 The full balance of the hire fee and bond is to be paid at least 30 days before function date.
- 2.5 Cancellations of functions will forfeit the deposit.
- 2.6 The hirer may make application for a transfer to another date without forfeit depending on circumstances and the availability of the facility.

#### 3. PAYMENT OF ACCOUNTS

- 3.1 A \$50.00 deposit must be paid upon receiving confirmation from Morley Sport & Recreation Centre and the final balance must be paid at least 30 days prior to the function.
- 3.2 Under no circumstances would access to the centre be granted if payment were not received prior to the booking date.
- 3.3 Methods of payment are Cash, EFTPOS, Credit Card (MasterCard or Visa) & EFT – BSB 036 073 ACCOUNT 299 255. Payment can be made over the phone with a valid MasterCard or Visa Card.

#### 4. BONDS

- 4.1 A bond as per the fee schedule will be applicable to all bookings. Management retains the right to increase the bond dependant on the type of event.
- 4.2 The bond may be used to cover the cost of additional cleaning, repair of damage or additional usage.
- 4.3 The Hirer will be liable for costs for damage etc in excess of the bond payment.
- 4.4 Any damage caused during the hire of the facility **must be reported to the Duty Manager**.
- 4.5 Arrangements will be made for the refund of the bond on receipt of advice from Centre Staff and Contract Cleaners that the facility is left in accordance with hire conditions and considering damage, if any. Please inform the Duty Manager when you are leaving for final inspection. The bond will be refunded minus any additional cost, up to 14 days after the event.
- 4.6 Breach of the conditions of hire may incur a loss of bond.
- 4.7 The bond can only be refunded to the person nominated on the Facility Hire Application Form.
- 4.8 Our preferred payment of bond refund is by Electronic Fund Transfer (please provide these details on application)
- 4.9 **Hall hire bond will be forfeited in the event of any substantiated community complaints being received, in the respect of anti-social behaviour/activity attributed to patrons of the function conducted at the premises.**

#### 5. RESTRICTIONS

- 5.1 **SMOKE MACHINES ARE STRICTLY PROHIBITED.** It is the hirer's responsibility to inform the DJ/event operator that smoke machines or similar are strictly prohibited. The entire bond will be automatically forfeited. The Morley Sport and Recreation Centre and The Fire and Emergency Services Authority reserve the right to instigate legal action against any hirer who uses a smoke machine or similar.
- 5.2 The Morley Sport and Recreation Centre is a local Government owned non-smoking facility and therefore **SMOKING IS STRICTLY FORBIDDEN THROUGHOUT THE ENTIRE CENTRE AND COURTYARD AREAS.** Individuals that break the law may face a maximum fine of \$2000.00 under the *Tobacco Products Act 2006 & your entire bond will be forfeited.*
- 5.3 Confetti or similar materials are not permitted either inside or outside the building.
- 5.4 All deliveries to the facility are to be included in the agreed hired time.
- 5.5 Function set up and clean up time must be included within the time booked.
- 5.6 The driving of tacks, nails, screws or affixing of adhesive materials (including reusable hooks and blu tack) into or on any of the woodwork or walls or any part of the building, furniture or fixtures is **STRICTLY FORBIDDEN.**

#### 6. MORLEY SPORT & RECREATION CENTRE RESPONSIBILITIES

- 6.1 The Morley sport & Recreation Centre will take every reasonable care and precaution to ensure that all utilities, services and equipment are in proper working order, but will not take responsibility for breakdowns beyond their control.
- 6.2 The Morley Sport & Recreation Centre will not accept liability for any damage, theft or loss of items belonging to or the responsibility of the hirer.
- 6.3 The Morley Sport & Recreation Centre reserves the right to close the function at any time due to breach of Terms and Conditions. E.g. – If function exceeds capacity limit or any inappropriate behaviour issues.



## 7. HIRERS RESPONSIBILITIES

- 7.1 The Hirer is not to invite or admit to the facility more guests than The Creche can adequately accommodate. **50 people**
- 7.2 The Hirer is responsible for the actions and behaviour of their group/guests.
- 7.3 Children are to be supervised by an adult at all times and access to other areas, not hired are **STRICTLY PROHIBITED**.
- 7.4 Any Centre Staff of the Morley Sport and Recreation Centre, or any authorised agent of the Centre shall be permitted free access to the facility during the function/activity and shall be given every assistance for the enforcement of these hire conditions.
- 7.5 When choosing to hire a YMCA venue/property/asset, leases agree to maintain our Code of Conduct in regards to safeguarding children and young people.

## 8. CLEANING

- 8.1 It is the Hirers responsibility to clear & remove all rubbish from creche. All bagged rubbish must be placed in bins provided in bin enclosure located at the back kitchen entrance – Duty Manager will direct you to this area.
- 8.2 The kitchen benches & sinks **MUST** be left clean and free of grease, fat, food scraps and liquid.
- 8.3 The Hirer **MUST** remove all unused food and drink from the premises on completion of function.
- 8.4 The Hirer **MUST** report all damage that has occurred either accidentally or maliciously to furniture or any part of the building used.
- 8.5 No equipment of any description belonging to Centre or any other person, group or business is to be dragged across floor areas.
- 8.6 **ALL** equipment including chairs and tables is to be carried or shifted with a trolley.

*The YMCA WA is committed to the safety of children and young people in all of our facilities. As such, YMCA undertakes accreditation with the Australian Childhood Foundation to ensure the highest level of safety for our customers and staff.*

*The Hirer is required to:*

- a) *Have a child protection policy in place that meets YMCA Safeguarding Children and Young People standards or will accept responsibility to act in accordance with YMCA's Safeguarding Children and Young people policies. This includes staff/volunteers who are involved with children and young people being required to hold current working with children clearances.*
- b) *Inform YMCA within **24 hours** of becoming aware of any reports or allegations of serious child abuse or neglect that involves the hirers or YMCA staff or volunteers.*

### **Unpaid Invoices (Bookings/Hire)**

*The Hirer acknowledges that if a debt remains unpaid, the Hirer will also be responsible for any collection fees, including but not limited to any solicitor fees and/or collection agent fee as may be incurred by YMCA WA.*