



TERMS AND CONDITIONS OF HIRE

Casual 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 30% 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 30% deposit will not be refunded. The full hire fee will not be refunded if a booking is cancelled 30 days or less before the event.
- 1.8 Management reserves the right to cancel any booking. Written notice will be forwarded prior to the event. The deposit, hire fee and bond will be refunded at management's discretion.

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 till 12midnight. The scheduled fee per hour charge will apply for every extra hour used.
- 2.4 The full balance of the hire fee, bond & cleaning charge 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 30% 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, Cheques, EFTPOS, Credit Card (MasterCard or Visa) & EFT – BSB 036 073 ACCOUNT 299 255. Cheques should be made payable to Morley Sport and Recreation Centre and marked "Not Negotiable". 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 function that causes the carpet to require professional steam cleaning will have the cost of the cleaning deducted from their bond payment.
- 4.5 Any damage caused during the hire of the facility **must be reported to the Duty Manager.**
- 4.6 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.
- 4.7 Breaching of the conditions of hire may incur a loss of bond.
- 4.8 The bond can only be refunded to the person nominated on the Facility Hire Application Form.
- 4.9 Our preferred payment of bond refund is by Electronic Fund Transfer (please provide these details on application)
- 4.10 **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 Music must cease at midnight and premises vacated by 1.00am
- 5.6 Function set up and clean up time must be included within the time booked.
- 5.7 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, has underage drinking or any inappropriate behaviour issues.

7. HIRERS RESPONSIBILITIES

- 7.1 Liquor licences are the sole responsibility of the hirer. A licence is required when liquor is sold or provided under a door/cover charge.
- 7.2 The Hirer is not to invite or admit to the facility more guests than The Wellington Room can adequately accommodate. **Sit down meal/cabaret style – maximum 250 people. Theatre style (chairs only) – maximum 350 people. BREACH OF CAPACITY WILL INCUR AN AUTOMATIC LOSS OF BOND**
- 7.3 The Hirer is responsible for the actions and behaviour of their group/guests.
- 7.4 Hirer's guests must use Main Wellington Room Entrance at all times during their function as sport centre closes at 6.00pm. Centre reception doors are locked for security purposes. Children are to be supervised by an adult at all times and access to other areas, not hired are **STRICTLY PROHIBITED**.
- 7.5 Any individual's behaviour, who in the opinion of the Centre Staff, is detrimental to other patrons of The Morley Sport & Recreation Centre, or owner/occupiers of property in the vicinity of the premises, who in the opinion of the Centre Staff do not adhere to Centre Rules, including profane language, or who marks, damages or defaces the premises may be directed to vacate the premises.
- 7.6 Permission must be obtained from Centre Staff for the transporting of plants, furniture or fittings.
- 7.7 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.
- 7.8 Arrangements for the hanging and dismantling of decorations must be made with Management upon confirmation of the booking.
- 7.9 Hirers must obtain permission from Centre Staff and will be charged the scheduled hire fee for the use of Data Projector, Microphone, Sound System & Stage Lighting,
- 7.10 Set up of all chairs, tables and equipment used, plus decorating of the venue is the sole responsibility of the Hirer. (Duty Managers will direct hirers to storage area for collection of chairs and tables as required)
- 7.11 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 All Hirers are charged the scheduled cleaning fee. This fee includes the pack away of all chairs and tables, and the standard vacuuming and mopping of areas hired.
- 8.2 It is the Hirers responsibility to clear & remove all rubbish from function. All bagged rubbish from the kitchen and function areas hired must be placed in bins provided in bin enclosure located at the back kitchen entrance.
- 8.3 The kitchen benches, walls, stove, oven and pie warmer & sinks **MUST** be left clean and free of grease, fat, food scraps and liquid.
- 8.4 The Hirer **MUST** remove all unused food and drink from the premises on completion of function.
- 8.5 The Hirer **MUST** report all damage that has occurred either accidentally or maliciously to furniture or any part of the building used.
- 8.6 No equipment of any description belonging to Centre or any other person, group or business is to be dragged across floor areas.
- 8.7 **ALL** equipment including chairs and tables is to be carried or shifted with a trolley.
- 8.8 The Hirer will be charged for an excessive clean over and above the standard scheduled cleaning fee.
- 8.9 The Hirer must remove all tablecloths and chair decorations before departure. Cleaners scheduled fee will apply and be deducted from bond payment if left by hirer.

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.*