

## **PLEASE READ THESE CONDITIONS CAREFULLY AS THEY DO APPLY TO YOUR BOOKING**

The following meanings apply to these conditions:

**Agreement** means this agreement for the booking and includes the Application for Casual Facility Usage Hire Form, these conditions, the confirmation letter, the building induction and emergency procedures checklist, and any special conditions.

**Booking** means the arrangement for you to hire the facility subject to these conditions once the Bookings Officer has accepted your application and issued you a confirmation letter.

**City** means the City of Swan and includes its employees, volunteers, members and contractors.

**Facility** means the Midland Junction Arts Centre as detailed on the form.

**Fees** means the fees, bonds and charges that apply to your booking.

**Form** means the completed Application for Casual Facility Usage Hire Form.

**Policy** means Mundaring Arts Centre Inc's Liability Policy.

**You** and **your** means to the person or entity hiring the facility as detailed on the form.

**MAC Inc** means Mundaring Arts Centre Inc. The Midland Junction Arts Centre is managed by Mundaring Arts Centre Inc.

## **1 APPLICATIONS AND HIRE AGREEMENT**

- 1.1 By submitting the completed form, you are applying to hire the facility for the days and dates at the times detailed on the form and for the purpose set out on the form. MAC Inc in its sole discretion may accept your application and issue you a confirmation letter in which case an agreement will be formed for your booking. Once an agreement has been formed you must pay the fees and abide by the conditions.
- 1.2 The primary purpose of the facility is the provision of arts and culture. MAC Inc may reject your application for any reason or approve it subject to any special conditions that MAC Inc considers appropriate.
- 1.3 MAC Inc may cancel any part or the whole of your booking at any time by written or oral notice. You will be entitled to a full refund of any fees for any part of the booking that is cancelled.

## 2 FACILITIES

- 2.1 The facility is for hire on an 'as is' basis. You must prepare the facility for your requirements, including but not limited to any tables, chairs, or catering.
- 2.2 No onsite storage is permitted between hires unless agreed upon as a special condition prior to booking.
- 2.3 The facility is to be returned to its pre-hire condition at the completion of the hire session, allowing adequate time between the end of your session and the next hirer's commencement.
- 2.4 Outside of MJAC's opening hours (Tues- Fri 10am- 5pm, Sat & Sun 11am- 3pm during exhibitions) you are responsible for your attendees' entrance to the building. Before your hire, you must make an appointment for an access card and induction.
- 2.5 Times of hire: The facility hire period is between 8am and 10pm.
- 2.6 The period of hire is to be no less than 2 hours, shall commence and conclude strictly at the agreed times nominated on the Venue Hire Application Form and include set up, clean up and pack down times.
- 2.7 All activities are to conclude by 10pm at the latest when alcohol must no longer be served, and music must be turned off. Unless prior arrangements are made, you must clean the facility the night of the booking.
- 2.8 The venue must be vacated promptly at the conclusion of the hiring period and the facility must be vacated no later than 12pm. An extra charge will be imposed for any additional time used which is not booked in advance i.e., hirers are not to access the venue outside of their hire period.
- 2.9 You must turn off all lights, arm the security system and lock the facility as directed.
- 2.10 If other bookings or personnel are continuing in the building, then you do not need to arm the alarm. When exiting the facility, hirers are to check no persons remain in the building.
- 2.11 Facility access before, after or between hire periods is not permitted. If these terms are breached, a fee may apply.
- 2.12 During your hire, you must ensure effective security of the venue and the visitors in your care. It is essential that external doors and gates are not left open unless supervised. People entering the venue to participate in your activity are your duty of care.
- 2.13 You must ensure the Security Access Card is allocated to one person who accepts liability until the card is returned. Ongoing hirers must ensure they do not loan the Security Access Card to another person unless they have completed a building induction.
- 2.14 Casual hirers: Security Access Cards must be returned to Midland Junction Arts Centre (276 Great Eastern Highway, Midland) on the first working day (Wed to Fri) following the hire between the hours of 9am and 5pm NB. The office is NOT open prior to 9am.
- 2.15 The kitchen is a shared facility space. Hirers are to respect the needs of other hirers and not place large items in the fridge or kitchen area, ensuring there is space available to all. Hirers are to supply their own catering and beverage supplies.
- 2.16 Damage is breakages that impair the value, usefulness or normal function of the facility. A requirement of additional cleaning is also considered damage in these terms and conditions. Any damage that occurs to the premises during the time of hire must be reported to the Bookings Officer

as soon as possible. For any damage incurred by the hirer or one of their invited attendees, the cost of repairs arranged by MAC Inc plus an additional clean up and administration fee may be deducted from the bond or the booking may incur additional charges.

- 2.17 You are responsible for all damage incurred as a result of the booking. You must indemnify and keep MAC Inc and the City indemnified against all damage and costs incurred and all claims arising from your booking.
- 2.18 You must not use smoke machines, fog machines, bubble machines, slushy machines and naked flames.
- 2.19 You must obtain written permission from MAC Inc prior to operating any equipment requiring 3-phase power, including but not limited to music equipment and jukeboxes.
- 2.20 Alcohol consumption is permitted in accordance with relevant regulations.
- 2.21 Clean up after use. This includes but is not limited to sweeping, vacuuming, washing, drying and putting away items used, emptying bins, and turning off lights and air conditioning. If the cleaning is not to a suitable standard, to cost of engaging cleaners will be deducted from the bond.
- 2.22 The hirer is responsible for removing rubbish from their hire. Rubbish must be placed in the bins located outside the exit near the toilets and not left in the bins inside the premises.
- 2.23 It is your responsibility to adhere to parking restrictions and pay any fines incurred. Parking is only permitted in marked parking bays and vehicles are not to obstruct the building.
- 2.24 You must always permit MAC Inc and the City access to the facility during your booking.

### **3 HIRE CHARGES AND BOND**

- 3.1 Full payment is required to confirm the booking.
- 3.2 If you cancel the booking more than 14 days before the commencement of the booking, you will not be charged a cancellation fee.
- 3.3 If you cancel 7- 14 days before the commencement of the booking, you must pay MAC Inc 25% of the overall booking fee.
- 3.4 If you cancel less than 7 days before the commencement of the booking, you must pay MAC Inc 100% of the overall booking fee.
- 3.5 If you change your booking less than 7 days before the commencement of the original booking, then you must pay whichever fee is larger.

You may pay the fees:

- By cash at Midland Junction Arts Centre OR Mundaring Arts Centre.
- By credit card (excl. American Express and Diners Club). Payments can be taken online via your invoice or over the phone.
  - By EFT payments as detailed on your invoice. You must quote the Booking ID as the reference.

You may pay any bond:

- By credit card through a pre-approval authorisation of your credit card.
- By cash or EFT payment as outlined above.

MAC Inc reserves the right in its absolute discretion to require payment of any bond by cash or EFT payment. MAC Inc will refund any bond within 15 days of receiving your bank details for bond refund or the last day of the booking, whichever is later.

#### **4 COMPLIANCE**

- 4.1 You must comply with all written laws, including but not limited to the Health Act, Local Government Act, Working with Children (Criminal Record Checking) Act 2004 and local laws.
- 4.2 You warrant that you will not infringe any intellectual property rights during the booking.
- 4.3 You must indemnify and keep MAC Inc and the City indemnified against all damage and costs incurred and all claims arising from a breach of written law or an infringement of intellectual property rights.
- 4.4 Purpose of hire: The venues are available for regular and casual hire by community groups, organisations including not-for-profit, and the general public. Organisations, groups or individuals hiring venues managed by MAC Inc do so only for the stated purpose of hire. The purpose of hire must be lawful and conducted in a manner that does not disrupt users of other venues or shared facilities.

#### **5 LIQUOR**

- 5.1 You must obtain written permission from MAC Inc through the Bookings Officer prior to the booking if you are planning on consuming liquor during it.
- 5.2 You must obtain a liquor licence if liquor is to be sold or provided under a cover.
- 5.3 The approved licence must be presented to the City of Swan by MAC Inc prior to the booking.

#### **6 HEALTH AND BUILDING REQUIREMENTS**

- 6.1 MAC Inc is taking the health of our staff, volunteers and visitors seriously and we ask that you join us in adhering to WA Government health advice and ensure good hygiene practices are maintained.
- 6.2 All City facilities maintain a smoke-free environment.
- 6.3 You must obtain all necessary Environmental Health and Building approvals in writing from the City if the event is a large public event in or on a City facility.
- 6.4 All food vans must be inspected by a City of Swan Environmental Health representative prior to operating at any function within the City. The Bookings Officer can provide you with guidelines for food vans at temporary functions.
- 6.5 All rubbish is to be placed in bins provided. If you require extra bins, you must obtain these from the City and pay the applicable fee.
- 6.6 Please contact the City's Environmental Health team to discuss requirements for your booking.

## 7 SECURITY

7.1 MAC Inc reserves the right in its absolute discretion to require you to obtain professional security or registered security guards for crowd control to protect the facility and set the number of personnel required.

## 8 EMERGENCY

8.1 Emergency contacts including an on-call phone number will be provided to the hirer.

Emergencies are classified as:

- Hirer cannot gain access to the premises (e.g., Security Access Card or door lock)
- Property or building damage which requires immediate repairs (e.g., window broken)

Emergency call-out fee may be applicable.

## 9 DISPUTES AND BREACHES

9.1 Either party may issue the other a breach notice, identifying any breach of this agreement and giving them a reasonable period of time to remedy the breach. If they fail to remedy the breach within this period of time, the party that issued the notice may terminate the agreement immediately by further written notice.

## 10 PUBLIC LIABILITY

10.1 MAC Inc holds a Casual Hirer's Liability Policy, which (upon application) provides public liability insurance coverage for individuals or non-incorporated groups holding non-fee-paying workshops and events during staff hours.

10.2 If you have been approved for MAC Inc's Casual Hirer's Liability cover, this can be used up to twelve times a year.

10.3 If you are not eligible for the policy, then you must obtain public liability insurance with a reputable insurer for a minimum of \$20 million, nominate MAC Inc as a named principal to provide MAC Inc with indemnity for loss or damage arising from the hirer's negligence and provide evidence of the insurance policy to MAC Inc on demand.

### IMPORTANT, PLEASE NOTE\*

By signing, you acknowledge you are aware, as the hirer of the venue that **you are responsible for any damage or loss that occurs** during your booking, and you have accepted the conditions.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contact Number