



Broome Civic Centre Hire Conditions:

Please read the following terms and conditions carefully. If the Shire approves your application for hire of the Broome Civic Centre, these terms and conditions will apply.

1. Definitions

For the Purposes of this agreement the following definitions apply:-

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| Acceptance | means written acceptance by the Civic Centre of the Booking Form. |
| Agreement | means the agreement between the Shire of Broome and the Hirer in relation to the Hire, on the terms and conditions of this document |
| Associated Persons | means: <ul style="list-style-type: none"> • the employees, agents and guests of the Hirer; and • any other persons in anyway engaged by or associated with the Hirer (other than employees or agents or the Shire) |
| Bond | means the bond required by the Shire for the hire of the Civic Centre, as more specially set out in the Acceptance |
| Broome Civic Centre | means the Civic Centre |
| CEO | means the Chief Executive Officer of the Shire |
| Civic Centre | means the Broome Civic Centre the Hirer has applied to Hire, as more specifically set out in the Booking Form |
| Hire Application | means the application completed by the Hirer for the Hire |
| Hire | means the hire of the Broome Civic Centre specified according to the terms and conditions of this document |
| Hire Fee | means the hire fee for hire of the Civic Centre, as more specifically set out the Acceptance |
| Hire Period | means the period of hire, as more specifically set out in the Booking Form |
| Hirer | means the person specified in the Booking Form |
| Permitted Purpose | means the purpose of the Hire specified on the Booking Form |
| Shire | means the Shire of Broome |

2. Grant of Licence

- a) If the Shire approves the Booking Form, the Shire will grant the Hirer access to use the Civic Centre for the Permitted Purpose for the Hire Period, on the terms and conditions of this document.
- b) This Agreement does not create any tenancy or other relationship between the Shire and the Hirer, other than that of licensee and licensor.
- c) The Hirer must not sub-let any part of the Civic Centre.



3. Payment of Hire Fee

In consideration of the Shire agreeing to grant to the Hirer access to use the Civic Centre, the Hirer must pay the Hire Fee and any other charges required by the Shire 14 days prior to the commencement date

4. Bond

- a) The Hirer acknowledges and agrees that this Agreement is conditional upon the Bond and Hire Fee being paid.
- b) The Shire may draw upon the Bond for any cost, loss, expense or damage incurred or payable by reason of any breach of the Hirer's obligations under this Agreement, but prior to doing so the Shire will provide the Hirer with written notice to the Hirer of the breach and the amount claimed. If the cost exceeds the Bond the Hirer will be required reimburse the Shire for any additional cost, loss, expense or damage within 60 days of any claim by the Shire. The Shire will determine in its discretion the cost of any damage and/or extra cleaning required.
- c) The Shire will repay to the Hirer the balance, if any, of the Bond within 60 working days of the inspection of the Civic Centre.
- d) In order to refund the bond proof of bank details of the organisation or individual is required. The bank account name must match the business name or name of the person written on the booking form.

5. Use of the Civic Centre

The Hirer must not and must not suffer or permit a person to -

- (a)
 - (i) use the Civic Centre for any purpose other than for the purpose as specified on the Booking Form;
 - (ii) use the Civic Centre for any purpose which is not permitted under any shire planning scheme or any law relating to health;
- (b) do or carry out on/or in the Civic Centre any harmful, offensive or illegal act, matter or thing;
- (c) do or carry out on/or in the Civic Centre anything which causes a nuisance, damage or disturbance to the Shire or to owners or occupiers of adjoining properties;
- (d) do any act or thing which might result in excessive stress or harm to any part of the Civic Centre; or
- (e) Display from or affix any signs, notices or advertisements on the Civic Centre without the prior written consent of the Shire.

6. Keys and Access to Buildings

- a) If the Civic Centre grants access to the building the Shire will provide one set of keys for access to the building and a unique security code for the duration of the hirer.
- b) The Hirer must not have any additional sets of keys copied or cut.
- c) The Hirer must ensure that the Civic Centre, and all of the Shire fixtures and fittings, are appropriately secured at all times during the Hire Period. The Hirer will be responsible for any loss or damage to the building, and the Shire's fixtures and fittings during the Hire Period, to the extent that any loss or damage was caused or contributed by an act or omission of the hirer.



7. Hirer's Warranties

The Hirer warrants, at the time of entering into this Agreement and at all times during the continuance of this Agreement that:

- a) the Hirer has properly informed itself as to the suitability of the Civic Centre for the Permitted Purpose and has not relied upon any representation or advice of the Shire, its employees or agents;
- b) the Permitted Purpose will not cause any damage to the Civic Centre; and it has obtained, or will obtain, prior to the Hire Period all necessary authorisations, licenses and consents for the Permitted Purpose.

8. Responsibility for Equipment and Property

The Hirer is responsible for any equipment or property it brings into the Civic Centre including any equipment supplied by a third party and the Shire shall have no liability to the Hirer for any loss of or damage to any such equipment or property, unless such loss or damage is caused by the negligence of the Shire.

9. No liability

- a) The Shire will not be liable for loss, damage or injury to any person or property in or about the Civic Centre, except to the extent that any loss, damage or injury was caused or contributed to by an act or omission of the Shire.
- b) The Hirer acknowledges it is responsible to obtain all relevant insurances to cover damage and/or theft to its property and that Shire does not take any responsibility for the loss or damage of the Hirer's property, except to the extent that any loss or damage was caused or contributed to by any act or omission by the Shire.

10. Damage to the Civic Centre

- a) The Hirer must report to the Shire any damage to the Civic Centre, or any of the equipment, facilities and services provided by the Shire, sustained during the Hire Period immediately upon becoming aware of the damage.
- b) The Hirer must pay to the Shire the cost of repairing and making good any (unless caused by the negligence of the Shire, its employees or agents) including the cost of labor and materials and replacement equipment, and must if required by the Shire itself repair and make good any such damage.
- c) The Hirer must pay to the Shire costs incurred by the Shire in repairing and making good of any such damage.

11. Return of Civic Centre to Shire

- a) The Hirer and Associated Persons must vacate the Civic Centre and remove all of the Hirer's equipment at the conclusion of the Hire Period and must at the Hirer's expense make good any damage to the Civic Centre caused by the removal of the Hirer's equipment.
- b) The Hirer must leave the Civic Centre in a clean, safe and proper condition.
- c) The Hirer must return all keys providing access to and within the Civic Centre.
- d) Where the Hirer fails to remove its equipment, the Shire may store such equipment at the Hirer's cost and dispose of such equipment where the Hirer fails to collect such equipment within a reasonable period of time.
- e) Where the Hirer fails to vacate the Civic Centre within the time prescribed, the Hirer must pay an additional hiring fee as per the Shire's Adopted Fees and Charges Schedule.

12. Insurance

- a) The hirer must at its own cost procure and maintain the insurance and noting the Hirer and Shire for their respective rights and interest of the Civic Centre adequate public liability insurance for a sum not less than ten million dollars (\$10,000,000) in respect of any one occurrence, unlimited in the aggregate.



- b) The Hirer must not do or permit any of the Associated Persons to do anything which would render in any way unenforceable against the insurer any insurance effected by the Shire or the Hirer.

13. Indemnity & Risk

- a) The Hirer hereby agrees to indemnify, to keep indemnified, and save harmless the Shire, its employees, from and against all claims, demands, actions, damages, costs, losses and expenses of any nature whatsoever ("Claims") which may be incurred directly or indirectly by reason of or in relation to the use of the Civic Centre by the Hirer or the Associated Persons, including without limitation, Claims arising out of or in connection with any breach by the Hirer of this Agreement or breach of a third party's intellectual property rights; except to the extent that any Claim arises out of any act or omission of the Shire or its employees.
- b) The Shire shall not be liable to the Hirer for any loss of life, personal injury or damage to or loss of property which may be suffered or sustained at the Civic Centre for any cause whatsoever, save where any such loss of life, personal injury or damage to or loss of property results from a negligent act or omission of the Shire, its employees.
- c) The Hirer agrees to occupy and use the Civic Centre at its own risk and releases the Shire from all claims and demands of any kind and from any liability which may arise in respect of any accident, damage or injury occurring to any person or property in or about the Civic Centre, unless caused by a negligent act or omission of the Shire (except where acting on instructions of the Hirer).

14. Noise

The Hirer must comply with the *Environmental Protection (Noise) Regulations 1997*, and any conditions imposed by the Shire in relation to noise levels.

15. Shire's rights

The Shire reserves for itself the right:

- a) to have access to all areas of the Civic Centre at all times for the purpose of carrying out its normal functions;
- b) if necessary and applicable, to direct crowd control measures, safety and security systems and procedures; and
- c) to suspend or control the Hire if in the reasonable judgment of the Civic Centre, the Hire it is not in accordance with this Agreement.

16. OCCASIONAL LICENCES AND CONSUMPTION OF LIQUOR AT THE BROOME CIVIC CENTRE

Alcohol may only be consumed in the Civic Centre with the prior written approval of the Shire if a proposed event is to be conducted in the Civic Centre. The Shire will review the application taking into consideration the nature of the function, venue, social aspects, public safety and any other unique features. If approval is considered for consumption of Liquor at the Civic Centre the following conditions will apply.

1. Consumption of liquor is not permitted unless an application to consume liquor form has been completed and written approval has been granted.
2. Permission to sell liquor must be obtained from the Department of Local Government, Sport & Cultural Industries by issue of a liquor permit following receipt of written approval from the CEO.
4. No liquor consumption is permitted before 11.00am or after 12.00pm unless approved by the CEO.
6. Consumption of liquor must only be undertaken in the licensed areas identified in the approval, unless otherwise specifically approved by the CEO.

7. Where it is known or anticipated that more than 100 patrons will be in the licensed area then the permit holder is responsible for providing security at a rate of two registered security persons per one hundred patrons. Proof of contract to hire security persons must accompany the application.
8. Up to 10 applications for Occasional Licenses per year for any one club/hirer will be supported for events
9. On all occasion's bottled water, non-alcoholic drinks and low alcohol products not greater than 3.5% must also be available.

Under the *Liquor Control Act 1988*:

- It is an offence to undertake drinking contests, discounted or all you can drink admission tickets.
- Children under the age of 18 years are not permitted into the approved consumption areas unless accompanied and supervised by their parents or legal guardian over the age of eighteen.
- Council may make additional recommendations to the Director of Liquor Licensing that special conditions be imposed on any licence.
- The Liquor Licence permit and the Council approval form must be produced on demand to Shire Ranger or Police Officer.

17. Liquor licence

If a license or permit is granted under the *Liquor Control Act 1988* for the Hire Period or event, the Hirer agrees to:

- a) comply with any requirements attaching to the license or permit at its cost;
- b) provide a copy of the license or permit to the Shire as soon as practicable after the date of grant; and
- c) Indemnify and keep indemnified the Shire from and against any breach of *the Liquor Control Act 1988, Health (Food Hygiene) Regulations 1993, Liquor Control Regulations 1989* or the license or permit or any conditions imposed thereupon for which the Shire may be liable as the owner of the Civic Centre.

18. Default

If at any time:

- a) the Hirer commits a breach of any condition of this Agreement; or
- b) in the Shire's reasonable opinion, there is a likelihood that damage may be caused to the Civic Centre by the Hire; or
- c) There has been a material change in the information provided by the Hirer to the Shire; then notwithstanding any prior waiver, or indulgence granted by the Shire to the Hirer, the Shire may, after providing a reasonable opportunity to the Hirer to remedy the default, or if in the reasonable opinion of the Shire the default is not able of being remedied, terminate this Agreement by giving the Hirer notice in writing, whereupon this Agreement and any licence hereby granted to the Hirer shall be at an end but without prejudice to any right or remedy of the Shire for any breach by the Hirer of this Agreement.