



CONDITIONS OF HIRE OF THE CONFERENCE ROOM

Definitions

1. The following definitions apply:
 - **Additional Conditions:** means any additional conditions set out in the Additional Conditions section in this document.
 - **Business Day** means a day that is not a Saturday, Sunday or public holiday in Western Australia
 - **Conditions of Hire:** means these conditions for the hire of the Conference Room and the Equipment and includes any Additional Conditions.
 - **Conference Room:** means the conference/training room located in Lloyds Plaza in Meekatharra.
 - **Equipment:** means the furniture and equipment owned by the Shire located in the Conference Room and includes the furniture and equipment in the list of Furniture & Equipment Supplied.
 - **Hire Fee:** means the fee charged for the hire of the Conference Room.
 - **Hirer:** means the person named as hirer on this Lloyds Plaza Conference Room Facility Hire Form.
 - **Shire:** means the Shire of Meekatharra situate at Main Street, Meekatharra, WA 6642.

Hirer bound by these Conditions of Hire

2. The Shire's consent for the hire of the Conference Room and Equipment is subject to these Conditions of Hire.
3. By signing this Lloyds Plaza Conference Room Facility Hire Form for the hire of the Conference Room the Hirer accepts and agrees to be bound by these Conditions of Hire.

Application for hire of the Conference Room

4. An application for hire of the Conference Room and Equipment is to be made by completing and submitting this Lloyds Plaza Conference Room Facility Hire Form, including any required attachments.
5. The period of hire must be a minimum of four (4) hours.

Hire Fee must be paid in full before the booking can be confirmed

6. Until the Hire Fees is paid in full the booking will be tentative only and not confirmed.
7. Subject to clause 9, upon receipt of full payment of the Hire Fee, a booking will be confirmed.
8. The facility manager or Council may, at their discretion, re-hire the Conference Room until full payment is received.
9. In the event that two or more applications being received for the hire of the Conference Room at the same time and date, the Council may, without consideration priority of applications, determine which hirer is successful.
10. The Hire Fee shall be at rates set from time to time by Council. Council reserves the right to have a different Hire Fee (if any) for specified person or organisation.
11. Cancelled bookings must be made more than five (5) Business Days prior to the date required, otherwise a cancellation fee may be charged.

Hirer must have insurance

12. The Hirer hires, and conducts its activities in, the Conference Room at its own risk. The Shire holds no responsibility and will not be liable for injuries or damage caused by the activities of the Hirer and its attendees in the Conference Room.
13. The Hirer must have adequate public liability insurance in order to cover any liability of the Hirer in the event of any persons attending the Conference Room during the period of hire suffering any personal injury, death or damage to property during the period of hire.
14. The Hirer shall provide the Shire with a copy of the liability insurance prior to the Date of Hire.

Hirer responsible for costs for cleaning or damage

15. If cleaning is required or damage occurs, the Hirer will be liable for payment of the cleaning or repair total costs incurred by the Shire upon the Shire's written demand for payment.

Damage or removal of Equipment or fixtures

16. The Hirer and attendees must not cause any damage to the Conference Room or Lloyds Building or any property, chattels, equipment, fixtures or fittings therein or used in connection therewith
17. The Hirer and attendees must not, without the consent of the facility manager or Shire staff, remove Shire property, chattels, Equipment, fixtures or fittings from the Conference Room or Lloyds Plaza

Indemnification

18. The Hirer undertakes to hold the Shire of Meekatharra indemnified against all claims which may be made against them for damages or otherwise, in respect of any loss, damage, death, or injury caused by, or in the course of, or arising out of

the hiring of the Conference Room and Equipment (or part thereof) during the period when the Conference Room and Equipment is on hire to the Hirer.

19. This indemnification shall apply whether or not the Hirer attends or is present at the Conference Room.

Number of attendees

20. The Hirer may not invite, or permit entry to, more attendees than that the Conference Room can adequately accommodate

Hirer responsible for attendee behaviour

21. The Hirer will be responsible for the actions of the attendees whilst using the Conference Room, regardless of whether or not the Hirer attends or is present at the Conference Room.

22. A person who is intoxicated or whose behaviour is considered detrimental to other persons at the Conference Room, or who uses profane language, or who marks, damages, or defaces any property of the facility or Equipment may be directed to leave the premises by the Hirer, the facility manager, or Shire Staff.

Additional Equipment

23. The Conference Room is equipped with a certain amount of Equipment. Any additional equipment is to be provided at the Hirer's expense

24. The Hirer must obtain the consent of the facility manager or Shire staff before bringing further equipment into the Conference Room.

Movement of Furniture and Equipment within the Conference Room

25. The Hirer and attendees may not move plant, furniture or fittings without first obtaining the permission of staff at the Shi Extreme care must be taken in transporting and positioning tables and chairs, so that such equipment does not damage the floor. Tables are left clean. Chairs are to be left clean also.

Decorations and confetti

26. The driving of tacks, nails, screws or affixing of adhesive, or similar adhesion into or on any of the woodwork or walls or any part of the Conference Room, Equipment or fixtures is strictly forbidden All decorations are to be hung on the fixtures provided and must be removed after the functions.

27. No light and no lighting fixture or fitting interfered with, covered or decorated in any way.

Compliance with Regulations

28. The Hirer and attendees at the Conference Room shall comply with the provisions of all relevant legislative instruments, including 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.

Noise and nuisance

29. The Hirer and attendees in the Conference Room must comply with the provisions of the *Noise Abatement Act of 1972*, and sound level output must be reduced if requested by the facility manager or Shire Staff.

30. No nuisance or annoyance is to be caused to owners or occupiers of offices or property in the vicinity of the Conference Room or Lloyds Building.

Liquor being Sold

31. If liquor is being sold at the function or is included in the price of the admittance ticket, a function permit must be obtained from the Office of Racing, Gaming and Liquor and Council permission obtained in writing.

32. A copy of any licence obtained from the Office of Racing, Gaming and Liquor and/or written Council permission must be attached to this Lloyds Plaza Conference Room Facility Hire For

33. Where liquor or other drinks are to be serviced from a keg or other bulk container, such keg or container is located in the place designated by an Officer of the Council

Live Flames

34. Live flames are not permitted within the Conference Room or other Shire facilities.

35. No smoking is permitted in the Conference Room or any other Shire facility at any ti

36. No live flame (i.e. candles, kerosene lanterns, or similar items or materials) are to be brought into or used in the Conference Room or Lloyds Plaza.

Vacating the Conference Room

37. All activities and functions must be finalised and the Conference Room cleaned and vacated upon expiration of the period of h

38. If the Conference room is not vacated upon expiration of the period of hire, an additional Hire Fee will be charged.

39. The Hirer is responsible for leaving the Conference Room in a clean and tidy condition when vacating the Conference Room.

40. 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 thereof
41. All decorations, including flowers and all equipment brought into the building are removed by the time the period of hire terminates.
42. The Hirer shall replace all furniture in the position designated by the Shi Decorations, food scraps and rubbish must be removed, and the Conference Room swept and left in clean and tidy condition by the upon expiration of the period of hire
43. If any cleaning is required to be organised by the Shire, the cost will be charged to the Hirer.

Authorised Shire Representative

44. Any Officer of the Shire of Meekatharra on duty or any authorised agent of the Shire, shall be permitted free ingress and egress to the Conference Room during the engagement and may enforce these Conditions of Hire.

Shire reserves the right to cancel booking

45. The Shire reserves the right at its full discretion and without having to give reasons, to cancel a booking for the Conference Room at any time by giving written notice to the Hirer.
46. If the Shire does cancel a booking for the Conference Room, then Shire will have no liability to the Hirer or anyone else for such cancellation and Hirer or anyone else may not seek compensation from, or make a claim against the Shire, whatsoever for the cancellation of the booking.
47. Upon cancellation of a booking the Shire is to refund to the Hirer the Hire Fee paid.
48. Booking cancellations made by the hirer with less than 48 hours notice will forfeit the booking fee
49. Cancellations made by the hirer with more than 48 hours notice by the hirer will be refunded to the hirers nominated bank account within 14 business days.

Additional Conditions

48. The Shire may in writing in the Additional Conditions section in this document, include additional conditions to the Conditions of Hire, which will be binding and enforceable on the Hirer