

RENTERS ACCEPTANCE OF TERMS & CONDITIONS OF HALL RENTAL

I hereby accept and agree that my hiring of the Eagle Bay Community Hall is subject to the following Term & Conditions, Clauses 1 through to 17 (Pages 1 to 4) and that I will comply with these Terms & Conditions.

Full Name of Hirer: _____

Address of Hirer: _____

Signature of Hirer: _____

Date: _____

1. The Hirer and authorized signatory have read these Terms and Conditions of hire and agree to them. If the Hirer is not an incorporated body, the signatory to the acceptance of the Terms & Conditions for the hall rental will be solely responsible for paying the fees and charges and will be bound by the signed acceptance of the Terms & Conditions.

2. The Hirer shall ensure and be solely responsible for ensuring that the hall is used only for the purpose declared by the Hirer on the Booking Enquiry Form and that the maximum capacity of the hall is 80 people and that this number shall not be exceeded. The Hirer may be denied access to the hall should the Eagle Bay Community Hall Association Inc. (EBCHA) become aware of an intention for using it for any purpose other than that declared at the time of booking the rental.

3. The Hirer agrees to pay EBCHA the quoted rental fees, charges and bonds. All bonds shall be retained by EBCHA and returned only when the Hall is left clean and tidy to the satisfaction of the Hall Manager. A cleaning fee will be deducted from the bond if the Hall is not left in a clean and tidy condition to the satisfaction of the Hall Manager.

4. Cleaning by the Hirer, on completion of the event, shall include not only the Hall, but all amenities associated with the Hall, such as kitchen and toilets and including the immediate surroundings, together with the removal from the premises of refuse. Tables and chairs to be stacked and placed against the wall, as located prior to the rental.

5. The Hirer must not affix bills, posters, signs, decorations, bunting or draping in any way which defaces, damages or marks the building or premises. Nails, screws and similar fastenings are expressly prohibited. No twine, fishing line, etc. may be attached to any light fitting or ceiling fans.

6. **Damage and Repairs:** The hirer will be responsible for any expense in connection with repairs for damage, breakages or loss of equipment and improper use of safety equipment and/or extra cleaning which may become necessary due to damage or other causes during the period of the rental

EBCHA reserves the right to determine the cost of any damages and/or extra cleaning necessary, above and outside what is normally expected following usage of the venue. EBCHA reserves the right to retain all or part of the bond to meet such costs as necessary, and/or to bill a hirer for additional costs if the bond does not cover damage caused.

7. Prohibited Substances: The hirer is not permitted to take into the hall or use, or allow to be taken into the hall or use, the following substances within the venue and grounds:

- ✚ Any type of firework or explosive substance
- ✚ Any toxic or dangerous chemical
- ✚ Any illegal substance

8. The Hirer agrees to abide by the following conditions and pay all expenses caused by any default hereunder:

- ✚ Not to alter any fixtures or design of the Hall.
- ✚ At the expiration of hire to remove from the hall any items of equipment the Hirer has brought into the hall during the rental period.
- ✚ Not to leave "on" any electric lights, appliances or leave taps running in the Hall (other than the kitchen fridges which are to be left "ON").
- ✚ To ensure that all hall equipment and furniture is returned to correct locations (as at the time of access to the hall) and the Hall is securely locked before leaving, including windows and doors.
- ✚ To remove all rubbish from the hall and adjacent areas and to dispose of appropriately. This includes the removal of all cigarette butts and broken glass from the limestone paved area in front of the hall.
- ✚ Inside the hall is a NO SMOKING area and the Hirer agrees to ensure compliance of this condition on all guests attending an event.
- ✚ All furniture provided under the hall rental shall only be used within the hall or on the hall veranda area. Hall furniture shall not be relocated or used outside of the hall and veranda areas and shall not be relocated to the beach for any purpose.

9. Animals are not permitted in the Hall, unless it is a Guide Dog, or personal assistance dog. Please do not bring any animals to the Hall or use any of the Hall's facilities to care for or house an animal.

10. The kitchen facilities at the hall are only suitable for the serving of light refreshments (i.e. the likes of tea and coffee, etc.) and the reheating/warming of pre-prepared foods (i.e. pastries, quiches, finger foods and the likes).

The kitchen is not registered as a commercial kitchen due to lack of facilities. If the Hirer intends to have a catered event at the hall where food will be prepared and served, then, **please mention this in your [booking enquiry form](#) for further information and instructions from the Hall Manager.**

11. The Hirer is permitted to provide and serve alcohol at their function, provided it is free of charge. If the Hirer wishes to sell alcohol, they will need to obtain the appropriate license for the sale of alcohol.

12. A condition of rental of the hall requires that amplified music must stop at 9.30 p.m. and the hall vacated by 10 p.m. The Environmental Protection (Noise) Regulations 1997 state that the person emitting the noise is the person committing the offence, therefore any group or individual who hires the hall carries the responsibilities in relation to these Regulations. If the general public has issues, their first point of call is the Police. The Police have power to turn off music or confiscate equipment.

13. It is an express condition of this Contract of Hire that EBCHA and City of Busselton shall not accept any liability for any damage, illness or injury caused or found to be caused to any person or property as a result of the Hirer's event at the hall.
14. Casual Hirers must provide their own Public Liability Insurance as relevant as EBCHA does not carry Public Liability insurance for specific rental events.
15. The Hirer agrees to indemnify, and keep indemnified EBCHA from and against all actions, claims, costs proceedings, suits and demands whatsoever made against EBCHA for third party property damage/loss or injury, illness or death sustained by any person arising from the Hirer's event at the hall.
16. Equipment available for use (if included in the agreed rental agreement)

Kitchen:

-  Two ovens and one hob
-  Two dishwashers
-  Two Fridges
-  One Microwave
-  One Urn
-  One Electric Kettle
-  Selection of crockery, cutlery & glasses
-  One rubbish and one recycle wheelie bin

Main Hall:

-  12 Rectangular fold-up tables
-  100 Indoor/Outdoor Chairs
-  1 Chair Trolley
-  1 mobile (4 burner) barbeque and gas bottle
-  1 sound system with wireless microphone (with ability to connect remote music devices to the sound system)
-  60 inch Television screen with data input capability & DVD player
-  NBN internet WiFi hotspot (free internet)
-  Mobile phone signal booster for Telstra mobile phone network

Should the Hirer wish to provide (or externally hirer) their own chairs and tables for their event and require the halls standard furniture to be removed and stored, then an additional charge will apply.

17. PLEASE READ THE IMPORTANT SAFETY INFORMATION BELOW:

What to do in an Emergency (e.g. fire, etc):

Do not delay calling "000" and advising the operator of the nature of the emergency and the emergency services required. **The hall location is Lot 48, Fern Road, Eagle Bay, behind the Fire Brigade Shed. There is no street number displayed.**

Emergency Exits

These are located at each end of the Hall and marked with an "EXIT" sign which remains on even if power goes out. No items shall be placed in front of any "EXIT" or obstruct clear access to an "EXIT".

If the building has to be evacuated, prevent panic but have everyone exit quickly and orderly via the nearest emergency "EXIT". **NEVER** allow people to re-enter the building to retrieve property, no matter how valuable. Have everyone assemble at a safe distance from the hall in the car park area to ensure all are accounted for.

Electrical Blackout/Power Failure

Emergency torches are magnetically attached to the fridges in the kitchen.

First check that electrical circuit breakers are not tripped (the hall switchboard is located on the wall of the indoor toilet/powder room, adjacent to the kitchen area). If tripped, then try to reset them. To check if it is an area power fault or to report the fault call Western Power on 13 13 51

Hall Emergency Contacts

These numbers are local EBCHA committee members who assist with the hall management. They are all volunteers hence please respect their privacy by contacting them after hours ONLY if there is a real problem at the hall which prevents you using the hall.

Call 1st - Peter Van Rossum – Mobile 0423 479 557

Call 2nd - Julia Clarke – Mobile 0439 933 054

Dunsborough Police Station contact number - 9781 3030

Western Power Electricity Faults, contact number - 13 13 51

Ambulance or Fire Emergencies – Dial 000

Please Remember

NO SMOKING INSIDE PREMISES

ANY BROKEN GLASS & CIGARETTE BUTTS THAT FALL ONTO THE LIMESTONE PAVED AREA IN FRONT OF THE HALL VERADA IS THE HIRER'S RESPONSIBILITY TO CLEAN UP.