



TERMS AND CONDITIONS OF HIRE

CLUB ROOMS AND COURTS

A. PRIVACY PROTECTION NOTICE:

The personal information that Busselton Croquet Club (The Club) is collecting from you is personal information for the purposes of the Privacy and Personal Information Protection Act 1998 (PIIP Act).

Intended Recipients: Officers within the Club are intended recipients of the personal information. Reason for collection: the Club is collecting your personal information to provide your requested services.

Supply: Your voluntary supply of information is required. Unfortunately, if you do not provide Club with this information, we will be unable to process your service request.

Access and Correction: You may apply to access or amend information held by the Club.

Storage: The club is the agency that holds and controls the information

Enquiries about Privacy Protection Notice: Contact The Club secretary via email at sec.bsnc@gmail.com or phone at 0458 457 693.

B. DEFINITIONS

Club: Busselton Croquet Club Inc.

Hirers: This includes those who have booked Club facilities and the use of club-controlled grounds.

Facilities: Includes:

- Club-managed rooms, kitchen and outdoor spaces including the courts.

- Club equipment such as mallets and balls.

Management: In the context of approvals or instructions, it refers to approval or instruction by authorised officers of Busselton Croquet Club Inc.

C. GENERAL TERMS

- Regular hirers may make bookings up to 12 months in advance. Renewals may be made by completing and submitting a booking application form available on the website, together with any supporting documentation, including a certificate of currency for public liability insurance. Evidence of “not for profit” status may be requested.
- New Bookings may be made up to 12 months in advance. Applications are made using the booking application form on the website and submitted to the Club together. All bookings will go through the secretary for approval, and an invoice will be dispatched if the booking is confirmed. The booking is also not confirmed until a deposit is paid. Full payment for the venue hire is required before the event is held. Evidence of “not for profit” status and public liability may be required.
- Applications must be made on the prescribed form by a person over 18 years of age.
- The club will notify the hirer if the booking has been approved and an invoice will be dispatched. The club has the right to refuse any booking.
- The hirer is not permitted to use the facility for any period, purpose, or activity other than those indicated on the booking application form.
- When the contact person on the booking changes, e.g. when they leave the group/organisation, the Club should be notified in writing as soon as practicable.
- The hirer must ensure that the number of people attending the activities does not exceed the facility's maximum capacity as determined by the Club in accordance with fire regulations (**maximum 35 people**).
- Flat closed-in shoes must be worn.
- No loud music.
- All persons entering Club property do so at their own risk.
- The hirer is responsible for inspecting the facility upon arrival and reporting any damages immediately to the Club to ensure that the cost to repair the damage is not passed onto the hirer.
- The hirer acknowledges that the facility is a shared facility and may be used by other groups or third parties. The club is not responsible for loss, damage, or stolen property belonging to the hirer or the hirer’s invitees.
- The hirer must return the premises to a clean and tidy state at the conclusion of the function.

- n. Smoking is prohibited in any part of the premises and within 4 metres of all entrances to any building on the property.
- o. Where the production and service of food forms part of the event, Food Safety Standards must be met. If a commercial caterer is engaged, ensure that they hold current product/public liability.
- p. Uses/activities not permitted or prohibited:
 - i. Drilling holes, nails, tacks, or other materials that cause permanent damage to the building and its fixtures and fittings.
 - ii. The use of adhesive tape on the floor, walls or ceiling.
 - iii. Fires of any type are prohibited in Club facilities and on the surrounding grounds.
 - iv. Outdoor banners/signs unless permitted on an existing sign or obtained under separate approval.
- q. For events where liquor is sold, the hirer must obtain appropriate permits/licences and provide them to the Club.
- r. The hirer must comply with the conditions of this agreement; failure to do so may result in additional fees and charges, forfeiture of the bond and/or cancellation of the booking.
- s. Club reserves the right to make changes to the Terms and Conditions of Hire as required.

D. BONDS, HIRE FEES AND OTHER CHARGES

- a) All fees and charges are reviewed annually by Club and subject to change each year on 1 July.
- b) To secure a general booking, the hirer must pay all applicable fees. Fees must be paid within 30 days of the date of issue or prior to the event, whichever is sooner.
- c) Hirers with regular bookings will be invoiced monthly. All fees must be paid within 30 days after the end of each quarter.
- d) When applicable, evidence of the hirer's *Not for Profit* status should be provided with the booking application form.
- e) A bond is payable on high-risk events. As a guide, an event may be deemed high risk when any of the following apply:
 - f) Alcohol is present;
 - g) Function is a party or celebration;
 - h) The hirer is responsible for inspecting the facility upon arrival and reporting any damages immediately to the Club to ensure that the cost to repair the damage is not passed onto the hirer.

- i) A bond may be retained in circumstances including, but not limited to, costs incurred by the Club for excess cleaning or damage to the facility. The club reserves the right to invoice the Hirer for the full costs incurred by the Club for such damage or cleansing as a result of the activities.

E. COST

- a. Hire of Club rooms and courts - includes Club room, courts, equipment hire
- \$150 – 10 people or less (up to 3 hours)
 - \$300 – 20 people or less (up to 3 hours)
 - \$500 – 35 people or less (up to 3 hours)
- b. Hire of courts and no club room facilities \$10 per person (up to 3 hours)
- \$100 – 10 people or less (up to 3 hours)
 - \$200 – 20 people or less (up to 3 hours)
 - \$350 – 35 people or less (up to 3 hours)

Deposit – 25% of hire cost.

F. CANCELLATIONS

- a) Booking cancellations must be made by the hirer in writing to the Club. The hire fee will not be charged if a booking is cancelled more than five (5) working days before the scheduled activities. If the booking is cancelled within five (5) working days of the scheduled activities, the Club will retain the deposit as compensation.
- b) The Club retains the right to cancel or relocate bookings at any time where the facility is required for the purpose of the Club. In these instances, the Club will endeavour to provide the affected parties with due notice and offer an alternative venue or provide a full refund of any fees paid. The club is not liable to the hirer for any loss or damages suffered by the hirer resulting from the cancellation.

G. INSURANCE AND INDEMNITY

- a) Sporting Clubs, Incorporated bodies, Associations or not-for-profit groups that charge a fee for service and/or an admission fee are required to provide a Certificate of Currency for Public Liability Insurance of at least \$10 million. A copy of the certificate of currency must be submitted before the event.
- b) Hirers may be required to complete an indemnity agreement form.
- c) The club will not compensate the hirer for any losses of goods or equipment or consequential losses arising out of the damage or loss of the equipment. Hirers are advised to obtain insurance for their own equipment and goods.

H. MINIMISING RISK & MANAGING EMERGENCIES

- a) The hirer must provide the Club with full details of any incident that occurs during an activity that results in the attendance of the Police, damage to Club property, or injury to a person/s. These details must be reported to the Club in writing within 24 hours.
- b) The hirer is responsible for familiarising themselves with the Evacuation Plan on display at the facility, including the location of emergency exit doors, before commencing any activities.
- c) All fire exits are to be kept clear at all times and fire regulations strictly adhered to.
- d) The hirer is responsible for checking that all electrical equipment brought into the facility is not damaged or defective in any way. Electrical Articles/leads brought onto the premises should be tested and tagged by a qualified electrician. The cost of repair and/or service will apply where the failure of the power is a result of the hirer's and/or their invitee's actions (eg: use of damaged, faulty or defective electrical appliances and/or overloading the power circuits).
- e) The hirer must ensure all safe work practices are followed under the *Work Health and Safety Act 2011* (https://www.legislation.wa.gov.au/legislation/statutes.nsf/law_a147282.html). To minimise risk, ensure that any contractor or commercial operator engaged in the function holds a current liability /workers compensation certificate and/or appropriate licences.

I. CONDUCT AND BEHAVIOUR

- a) The hirer is responsible for the conduct and behaviour of all persons attending the activities. This includes both inside and outside of the facility.
- b) Club has the right to decline future bookings if the hirer does not exercise reasonable control over all persons attending or leaving the facility.
- c) The hirer will be responsible for payment of any costs associated with damage or vandalism caused to the facility by any person attending the activities.
- d) All children under 18 years of age whether using the facility for a function or using the courts and croquet equipment must be adequately supervised by adults.
- e) All persons attending the activities must observe parking rules and regulations.

J. CLEANING AND LOCKING UP

- a) The hirer is responsible for leaving the facility in a clean and tidy condition.
- b) The hirer is responsible for ensuring that all rubbish is placed in the external bin. If rubbish exceeds the bin capacity, the hirer must take the rubbish away.
- c) Prior to leaving the facility, the hirer must ensure that all lights, fans, heaters, air conditioners, cooking appliances, etc., are turned off, the windows closed, and the doors locked.

K. ADDITIONAL FEES AND CHARGES

Any additional fees and charges incurred by the hirer as a result of a breach of the *Terms and Conditions of Hire* will be applied according to Club's adopted Fees and Charges. These fees will be invoiced separately to the hirer.

Failure to comply with these terms and conditions could result in the refusal of future requests for facilities hire and bookings already made to be cancelled. Bonds may also be forfeited.

Thank you for your cooperation!