



SECRET HARBOUR  
**DOCKERS**  
SPORTING ASSOCIATION

## **GBP Terms and Conditions of Hire**

### **1. GBP Basis of hire and use**

- 1.1 The hirer may only use the venue for the purposes shown on the completed Application for Hire form. Only the specific rooms booked may be used and only for the days and times confirmed. Bookings are for a minimum of one hour and half-hour blocks thereafter.
- 1.2 An application form must be completed and returned to the SHDSA in order for any regular booking to be confirmed.
- 1.3 The hirer is responsible for ensuring all terms and conditions of hire are met at all times, by all participants.
- 1.4 Fifteen minutes set-up time immediately prior to the booking period and 15 minutes pack-up time immediately after the booking period will be provided free of charge. Hirers will be charged for any additional set up and/or pack up time required.
- 1.5 Special conditions may be imposed for some types of events at the discretion of the SHDSA. These may include the requirement to obtain permits, licenses or approvals relevant to the booking.
- 1.6 The stated maximum capacity of the hired facility/room must not be exceeded at any time.
- 1.7 Applicants must be 18 years or older.
- 1.8 The GBP is not available to hire for 16th – 21st birthday parties.

### **2. Payment of bond and hire fees (including GST)**

- 2.1 Regular bookings will not be confirmed until the cleaning and maintenance bond has been paid in full.
- 2.2 Regular hirers will be invoiced at the beginning of each month for the previous month's hire. Payment is due within 14 days from the date of the invoice. If payment is not received by the due date, action will be taken to recover amounts due.
- 2.3 Hirers who do not pay their accounts within the 14 day period may be required to pay for their bookings in advance or may have their bookings cancelled.

### **3. Refund of bond**

- 3.1 The bond will be refunded by electronic funds transfer, usually within two weeks from the last booking.
- 3.2 The following fees and charges may be deducted from the bond:
- Additional facility hire time
  - Repairs to the hired facility/equipment/surrounds
  - Additional cleaning or decoration removal
  - Additional call outs
  - Re-keying of facility
  - Security call-out fees
  - Unpaid hire fees

### **4. Cancellation of bookings by hirer**

- 4.1 Cancellation of a booking must be made in writing to the SHDSA.
- 4.2 Regular hirers will be required to pay 100% of the hire charges for any bookings cancelled within five business days of the booking. These charges will be included in the monthly invoice.

### **5. Cancellation of bookings by the SHDSA**

- 5.1 The SHDSA may need to cancel or reschedule a booking to allow alternative use of the room or to undertake maintenance on that facility. In this instance, every effort will be made to ensure the hirer is given at least 21 days' notification to make alternative arrangements.

### **6. Indemnity and Insurance**

- 6.1 The hirer is liable for all property damage and personal injury or death to third parties arising out of negligent acts or omissions by the hirer. As such, the hirer shall indemnify the SHDSA against:
- Loss of or damage to property of the SHDSA, including existing property.
  - Claims by any person against the SHDSA arising out of or as a consequence of the actions of the hirer.
- 6.2 The SHDSA will not accept liability for any damage, theft or loss of items belonging to or the responsibility of the hirer or their invitees,
- 6.3 The SHDSA must be notified in writing as soon as possible of every event involving personal injury or property damage.

## 7. Security

- 7.1 One security guard must be booked with a registered organisation from 6pm onwards for functions of more than 50 people. This must be confirmed with SHDSA 4 weeks prior to the event.

## 8. Cleaning

- 8.1 The venue will be inspected by a SHDSA board member or representative as required.
- 8.2 The hirer must clean the venue by completion of the 15 minute pack-up time. A cleaning inspection checklist is provided to all hirers.
- 8.3 Cleaning equipment will be provided to ensure that the venue is maintained in a clean and tidy condition. If the venue is left in an unsatisfactory condition that requires additional cleaning, the hirer will be charged for the service as per section 3.2.
- 8.4 All rubbish must be removed from the facility at the completion of the hire and disposed of in the external bins provided. The hirer must take with them any rubbish that will not fit in the bins provided.
- 8.5 **Event Cleaning Fee:** For all Events a cleaning fee of \$130 will apply. If carpet cleaning is required then this cost will be deducted from the bond.

## 9. Alcoholic beverages

- 9.1 BYO alcohol is not permitted to be brought onto or consumed at the GBP or its surrounds

## 10. Equipment

- 10.1 The setting up, stacking and storage of tables, chairs and other equipment is the responsibility of the hirer. Chairs and tables must be returned to the allocated storage area at the end of your hire period.
- 10.2 Furniture and equipment remains the property of the SHDSA and may not be removed at anytime.
- 10.3 All furniture and equipment will be inspected by the SHDSA or representative at the completion of the booking period. Should any damage be caused as a result of the hire, the cost of repair of the damage will be deducted from the bond as per section 3.2.
- 10.4 Should the hirer require furniture or equipment in addition to that already provided, it must be supplied by the hirer at the hirer's expense and shall be the liability of the hirer.
- 10.5 All electrical equipment brought into the facility must be in a safe, working condition, tested and tagged by an electrician to ensure electrical compliance.

## 11. Other obligations

- 11.1 Prohibited items that must not be used within the premises: Barbecues, gas bottles, open flames, portable stoves or ovens, fireworks, kerosene or spirit-type lamps, and spit roasts. Candles may only be used if placed on a table and secured in a glass (or similar) holder.
- 11.2 Confetti, rice or glitter shapes are NOT permitted within the GBP or surroundings.
- 11.3 Signs may not be displayed or affixed to any facility by hirers except with the permission of the SHDSA. Any non-complying sign or notice may be removed and cost of removal deducted from the bond as per section 3.2.
- 11.4 Drawing pins, nails, screws or adhesive tape must not be used to affix decorations. All decorations are to be completely removed after the event. If any items remain, the cost of removal may be deducted from the bond as per section 3.2.
- 11.5 The hirer is responsible for obtaining any permits required for the performance of any dramatic or musical work or the playing of any recorded material.
- 11.6 The hirer is responsible for any breakages, theft or damage caused to the venue or the venue's equipment resulting from the hirer's use of the venue. Should such an incident occur, the SHDSA must be advised immediately. Associated costs will be charged as per section 3.2.
- 11.7 Neither the SHDSA nor its employees shall be liable for any loss, theft or damage sustained by the hirer or any person associated with the booking.
- 11.8 Amplified music and general noise levels must be kept at a level that complies with the provisions of the Environmental Protection (Noise) Regulations 1997 and comply with any orders given by the City's Noise Abatement Officers.
- 11.9 Smoke machines, amusement rides, bubble makers, and bouncy castles must not be used within the GBP, but may be used with permission from the City of Rockingham Council within the surrounding grounds of the GBP.

## 12. Smoking

- 12.1 No smoking is permitted inside the GBP or the surrounds (within ten meters of the premises). It is the responsibility of the hirer to ensure this condition is strictly **enforced**.

## 13. Admission and removal of individuals

- 13.1 A SHDSA Board member, Bar Manager or representative may at any time at its absolute discretion refuse admission of any person(s) to the hired venue or direct any person(s) to leave the hired venue.

## **14. Storage**

- 14.1 Hirers must only store equipment in approved storage areas. Equipment must be clearly marked with hirers details.
- 14.2 Hirers are required to have adequate contents insurance should any items be stored at the facility. The SHDSA will not be held liable for any damage or loss of hirer's property.
- 14.3 The hirer will be required to keep the storage area clean and well maintained.
- 14.4 No flammable materials, chemicals or alcohol must be kept in storage areas without the permission of the City.
- 14.5 Immediately following a hirers final booking, the hirer will be required to remove any stored items from the facility. Should the SHDSA be required to remove stored items following a hirer's final booking, the costs associated with the removal will be deducted from the hirer's bond.
- 14.6 The SHDSA reserves the right to remove any item stored in a non-approved area.

## **15. Special conditions of hire**

- 15.1 Hirers are not permitted to bring glass into the facility or its surrounds.

## **16. Keys and alarms**

- 16.1 Facility keys and alarm code will be made available to all regular hirers at their second booking.
- 16.2 A key bond of \$50 per key is payable upon key collection. Keys will not be provided without payment of the key bond.
- 16.3 Keys remain the property of the SHDSA and must be returned at the completion of the final booking. The key bond will be refunded once the key has been returned.
- 16.4 Failure to return keys following the final booking may result in the hirer being responsible for the cost of replacing or rekeying the relevant locks.
- 16.5 Should a hirer permit their keys or alarm codes to be used by persons not associated with the booking, the hirers' alarm code may be cancelled and the SHDSA may request the keys be returned.
- 16.6 Hirers who do not adequately secure the facility may have their alarm code removed from the facility and be required to return all keys to the SHDSA.
- 16.7 Should a SHDSA board member or representative be required to attend the facility during the hire period, a call out fee will apply and will be deducted from the bond as per section 3.2.

## **17. Prime booking periods**

- 17.1 Fridays and Saturdays between 12pm and 12am are prime booking periods. Regular bookings during these times may be cancelled if the facility is required for an alternate one-off function. In this instance, where possible, the hirer will be given at least 21 days' notification and an alternative venue.