



Booking Request Form

Please be advised this form does not act as confirmation of your booking. Upon receipt of this completed form a representative will be in contact with you via written confirmation and/or further conversation as required.

SECTION 1

HIRER DETAILS: -

Business/Organisation Name:	
First Name:	Surname:
Address:	
Postal Address:	
Suburb:	Postcode:
Mobile:	Telephone:
E-mail:	

SECTION 2

FUNCTION DETAILS: - *(Please note – set up and pack down times will be included in hire costs)*

Room Reservation: (Please tick all applicable)	<input type="checkbox"/> Training Room <input type="checkbox"/> Servery/Kitchen <input type="checkbox"/> Toilets/Changerooms <input type="checkbox"/> Whole Facility <input type="checkbox"/> Other
Dates:	
Set up start time:	Pack down end time:
Function commencement time:	Function conclusion time:
Nature of event:	
Number of attendees:	

SECTION 3

EQUIPMENT & SERVICES DETAILS: - *(Subject to availability)*

Tables and Chairs:	Quantity required (max of 10x tables & 40x chairs):
Overhead Data Projector and Screen:	<input type="checkbox"/> Yes <input type="checkbox"/> No Proposed date for AV test:
Sound System:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Wi Fi Access:	<input type="checkbox"/> Yes <input type="checkbox"/> No

SECTION 4

SOUND AMPLIFICATION: -

Please provide details pertaining to any sound amplification associated with your event (e.g. live music, PA announcements, recorded amplified music etc.) Include specifics (times, types)

SECTION 5

MARKETING/PROMOTION: -

Please tick any below marketing mediums being used to promote this event: -

Flyers Newspaper Word of mouth Radio Website Posters
 Other (please describe)

SECTION 6

BOND REFUNDS

Your bond is refundable at the conclusion of your booking based on Port Hedland Netball Association Committee Members inspection of the booking venue. Your refund will be returned to you via deposit, minus any additional costs incurred, and may take up to 14 working days.

SECTION 7

LIQUOR AND FOOD

Please tick in the below boxes to outline those which apply to your event: -

Alcohol Consumption Food Consumption

Please note, in order to consume alcohol a liquor license is required. An *Application to Consume Liquor on Council Facility or Reserve* must be completed and lodged with the Town of Port Hedland. Once approved, a copy must be forwarded to info@netballporthedland.com.au prior to hire.

Please note: - During cyclone season pre-approval liquor consumption applications may be revoked for safety reasons

SECTION 8

OTHER DETAILS/REQUESTS

Please detail below any additional requirements including additional bins, cleaning, power supply e.g. vehicle access, changeroom access, etc:

SECTION 9

FEES AND CHARGES

Room Hire:	\$40 per hour (includes set up and pack down)
Tables and Chairs:	\$25 daily rate
Overhead Data Projector and Screen:	\$25 daily rate

SECTION 10

CONDITIONS OF HIRE

All hirers must adhere to the conditions of hire, attached overleaf.

My signature below hereby certifies that I, _____, have read and understood the attached conditions and agree to abide by the conditions, rules and laws governing the hire of the facility.

Signature: _____

Date: _____/2018

Conditions of Hire

Please read the following terms and conditions carefully. If the Port Hedland Netball Association approves your application for hire, these terms and conditions will apply to the Hire of the Facility.

If the approval is subject to Special Conditions, the Port Hedland Netball Association will provide you with written notice of any Special Conditions which relate to your Hire.

1. Definitions

Acceptance means written acceptance by Port Hedland Netball Association of the booking request.

Agreement means the agreement between the Port Hedland Netball Association and the Hirer in relation to the Hire, on the terms and conditions of this document.

Bond means the bond required by Port Hedland Netball Association for the hire of the Facility, as more specifically set out in the Acceptance.

Facility means the facility the Hirer has applied to Hire, as more specifically set out in the Booking Request Form.

Booking Request means the application completed by the Hirer for the Hire.

Hire means the Hire of the Facility specified according to the terms and conditions of this document.

Hire Fee means the Hire Fee for Hire of the Facility, as more specifically set out in the Acceptance.

Hire Period means the period of Hire, as more specifically set out in the Booking Request Form.

Hirer means the person specified in the Booking Request Form.

Permitted Purpose means the purpose of the Hire specified on the Booking Request Form

Special Conditions means the Special Conditions, if any, set out in the Acceptance.

2. Grant of Licence

a) If Port Hedland Netball Association approves the Booking Request, the Association will grant to the Hirer a license to use the Facility for the Permitted Purpose of the Hire Period, on the terms and conditions of this document and any Special Conditions.

b) This Agreement does not create any tenancy or other relationships between Port Hedland Netball Association and the Hirer, other than that of licensee and licensor.

c) The Hirer must not sub-let any part of the Facility.

3. Payment of Hire Fee

In consideration of Port Hedland Netball Association agreeing to grant to the Hirer a license to use the Facility, the Hirer must pay the Hire Fee and any other charges required by Port Hedland Netball Association prior to the commencement date.

4. Cancellation Policy

All cancellations must be received in writing at least 48 hours prior to the booking. A cancellation fee of \$40 will apply if bookings are cancelled outside of this period.

If a booking is cancelled within an hour of the event, the full booking fee will be charged.

5. Keeping to time

Clients should keep to their booking times as closely as possible. Please advise your arrival and departure times. Please book your times in accordance with the function start and finish times. Please incorporate any set up and pack down times in your booking. Additional charges will apply if guest have not vacated the premises within 30 minutes of the conclusion of the function.

6. Cleaning

General cleaning is included in the cost of hiring the room. Additional cleaning charges will apply in instances where extra cleaning is required; this will be at the cost of the client and written notification and photographic evidence will be provided to the Hirer within 48 hours of the booking conclusion.

7. Bond

a) The Hirer acknowledges and agrees that this Agreement is conditional upon the Bond and Hire Fee being paid.

b) Port Hedland Netball Association 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 Port Hedland Netball Association 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 to reimburse Port Hedland Netball Association any additional cost, loss, expense or damage within 7 days of any claim by Port Hedland

Netball Association. Port Hedland Netball Association will determine in its discretion the cost of any damage and/or extra cleaning required.

- c) Port Hedland Netball Association will repay to the Hirer the balance, if any, of the Bond within 14 days of the inspection of the facility.

8. Use of the Facility

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

- a) (i) use the Facility for any purpose other than the purpose as specified on the Booking Request Form
(ii) use the Facility for any purpose which is not permitted under any law relating to health;
- b) do or carry out on the Facility any harmful, offensive or illegal act, matter or thing;
- c) do or carry out on the Facility anything which causes a nuisance, damage or disturbance to Port Hedland Netball Association or 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 Facility; or
- e) Display from or affix any signs, notices or advertisements on the Facility without the prior written consent of the Port Hedland Netball Association.

9. Keys and Access to Buildings

- a) If Port Hedland Netball Association grants access to any part of the Facility, Port Hedland Netball Association will provide one set of keys for access.
- b) The Hirer must not have any additional sets of keys copied or cut.
- c) The Hirer must ensure that the Facility, and all of Port Hedland Netball Associations 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 Port Hedland Netball Association fixtures and fittings during the Hire Period, to the extent that any loss or damage was caused or contributed by an act of omission of the Hirer.

10. Responsibility for Equipment and Property

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

11. No liability

- a) Port Hedland Netball Association will not be liable for loss, damage or injury to any person or property in or about the Facility, except to the extent that any loss, damage or injury was caused or contributed to by an act or omission of Port Hedland Netball Association.
- b) The Hirer acknowledges it is responsible to obtain all relevant insurances to cover damage and/or theft to its property and that Port Hedland Netball Association 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 Port Hedland Netball Association.

12. Damage of the Facility

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

13. Return of Facility to Port Hedland Netball Association

- a) **The Hirer must vacate the Facility 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 Facility caused by the removal of the Hirer's equipment.**
- b) The Hirer must leave the Facility in a clean, safe and proper condition.
- c) The Hirer must return all keys for locks providing access to and within the Facility.
- d) Where the Hirer fails to remove its equipment, Port Hedland Netball Association 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 Facility within the time period prescribed, the Hirer must pay an additional hourly hiring rate for each hour over the time.**

14. Insurance

- a) The Hirer may be required to effect and maintain with insurers approved by Port Hedland Netball Association and noting the Hirer and Port Hedland Netball Association for their respective rights and interests in the Facility 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 Port Hedland Netball Association or the Hirer.

15. Indemnity and Risk

- a) The Hirer hereby agrees to indemnify, to keep indemnified, and save harmless Port Hedland Netball Association, its Committee Members, 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 or of in relation to the use of the Facility the Hirer, included and 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 Port Hedland Netball Association.
- b) Port Hedland Netball Association 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 Facility 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 Port Hedland Netball Association.
- c) The Hirer agrees to occupy and use the Facility at its own risk and releases Port Hedland Netball Association 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 Facility, unless caused by an act or omission of the Port Hedland Netball Association (except where acting on instructions of the Hirer).

16. Noise

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

17. Port Hedland Netball Association's rights

Port Hedland Netball Association reserves for itself the right:

- a) To have access to all areas of the Facility at all times for the purpose of carrying out its normal functions;
- b) It 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 judgement of Port Hedland Netball Association, the Hire is not in accordance with this Agreement.

18. Occasional Licences and Consumption of Liquor in a Council Owned Facility

Alcohol may only be consumed at the Facility with the prior written approval of the Town of Port Hedland. Council 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 on a Council Recreation Reserve or Managed Facility the following conditions will apply.

1. Consumption of liquor is not permitted unless an application to consume liquor permit following receipt of written approval from Council.
2. Permission to sell liquor must be obtained from the Clerk of Courts by issue of a liquor permit following receipt of written approval from Council.
3. No liquor is to be consumed at junior sports events.
4. Consumption is restricted to one hour prior to and two hours after an approved event or match time and up to a maximum of six hours or otherwise as approved. On all occasions extending over three hours food services must be available.
5. No liquor consumption is permitted before 11.00am or after 11.00pm.
6. Consumption of liquor must only be undertaken in the licensed areas identified in the approval, unless otherwise specifically approved.

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 for one hundred patrons. Proof of contract to hire security persons must accompany the application.
8. Glass containers are not permitted on any recreation reserve unless approved and only for special events whereby additional conditions will be in place on the Hirer. Products in glass containers may be serviced (into plastic containers) by bar staff at the bar area.
9. On all occasions bottled water, non-alcoholic drinks and low alcohol products not greater than 3.5% must also be available.
10. All applicants who are granted licenses of permission to consume alcohol must comply with the Environmental Protection (Noise) Regulations 1997 and take all necessary steps to reduce excessive noise/disturbances, under the Liquor Licensing Act 1988.
Under the Liquor Licensing Act (WA):
 - * It is an offence to undertake drinking contest, 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 Council approval form must e produced on demand to Council Ranger or Police Officer.

19. Liquor Licence

If a license of 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 Port Hedland Netball Association as soon as practicable after the date of grant; and
- c) Indemnify and keep indemnified Port Hedland Netball Association 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 Town of Port Hedland may be liable as the owner of the Facility.

20. Default

If at any time:

- a) The Hirer commits a breach of any conditions of this Agreement;
- b) In Port Hedland Netball Associations reasonable opinion, there is a likelihood that damage may be caused to the Facility by the Hire; or
- c) There has been material change in the information provided by the Hirer to Port Hedland Netball Association;
- d) then notwithstanding any prior waiver, or indulgence granted by Port Hedland Netball Association to the Hirer, Port Hedland Netball Association may, after providing a reasonable opportunity to the Hirer to remedy the default, or if in the reasonable opinion of Port Hedland Netball Association the default is capable 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 the end but without prejudice to any right or remedy of Port Hedland Netball Association for any breach by the Hirer of this Agreement.