

## **CASM WORKSHOP HIRE – TERMS & CONDITIONS**

**The Terms and Conditions of Hire must be read and understood before hiring the Workshop.**

By submitting a booking application to hire the CASM Workshop (the Workshop), the Hirer agrees to the following Terms and Conditions of Hire (Terms and Conditions).

### **1. DEFINITIONS**

*Hirer* means the individual or group applying to hire the Workshop.

*Casual Hirer* means a Hirer who hires the Workshop less than 12 times in a calendar year.

*Regular Hirer* means a Hirer who hires the Workshop 12 or more times in a calendar year.

*CASM* means the Contemporary Art Spaces Mandurah.

*City* means the City of Mandurah.

*City Representative* means the CASM Gallery Development Officer.

### **2. BOOKING APPLICATION**

The Hirer must be over the age of 18 years. If requested by the City of Mandurah (the City), a copy of photo ID must be provided by the Hirer.

All information on the application form must be true and correct.

The application form must be submitted at least 14 days before the use of the Workshop is required.

### **3. BOOKING CONFIRMATION**

Bookings are not confirmed until you have received written confirmation from CASM.

### **4. CANCELLATION PROCEDURE**

All cancellations must be submitted in writing to CASM and acknowledged by the City in writing.

For all **Casual Hirers**, the following cancellation fees will apply:

- a) Cancellations within 15 - 30 days of the confirmed Booking date - 50% hire fee retained; and
- b) Cancellations within 14 days of the confirmed Booking date - 75% hire fee retained.
- c) Cancellations within 48 hours of the confirmed Booking date - 100% hire fee retained.

Any monies to be refunded to the Hirer will be calculated and returned within 21 days of the notification of the cancellation.

For all **Regular Hirers**, the following cancellation fees will apply:

- a) notify CASM of any changes 48 hours prior to the Booking in writing otherwise 100% hire fee will be retained; and
- b) permanent cancellations require 30 days written notice of intent to discontinue use of Workshop on a permanent basis.

## **5. FEES**

Compliance with the City's [Fees and Charges Schedule](#) forms part of these Terms & Conditions.

All Bookings will be invoiced each calendar month, and payment options are detailed in the invoice. The full payment of the balance of the Booking is due prior to the first Booking date.

Please note that failure to make payment and/or arrears may result in cancellation of hire.

The 'Initial Administration Fee' is a one-off fee to register the Hirer to the City's accounting system and covers the preparation of all future invoices and relevant workshop marketing assistance.

## **6. USAGE TIMES**

Approval to use the Workshop applies only to the times and dates outlined in the Booking. All set up, including cleaning and deliveries must be completed within the hours of hire.

Under no circumstances is the Hirer:

- (a) allowed to access/utilise other rooms in the Workshop that have not been specified on the Booking; or
- (b) allowed to make the Workshop available for hire to any other individual, group or organisation.

If the Hirer's access to the Workshop extends past the approved time, additional hire fees will be charged.

Premises must be vacated and no loitering is permitted.

## **7. KEYS**

Keys are to be obtained from the CASM lockbox on the day of the Booking.

Keys will not be issued unless all monies associated with the Booking are paid, and all appropriate documents have been provided in accordance with the Terms and Conditions, and any other request prior to the Booking date.

The keys must be returned to the CASM lockbox at the conclusion of the Booking.

A key replacement fee of \$50.00 will be charged if the Hirer loses or damages any keys.

Keys must not be copied or passed onto others.



## **8. CLEANING AND REMOVAL OF RUBBISH**

It is the responsibility of the Hirer to leave the Workshop (and immediately outside and adjacent to the Workshop) clean and tidy at the end of each usage.

### *Rubbish removal*

All food scraps, rubbish, decorations, and equipment must be removed at the end of the Booking. Rubbish bins are provided, and all rubbish must be placed in those bins. All cleaning must be completed by the finish time specified in the Booking.

### *Cleaning*

The Hirer must:

- a) Wipe off all excess paint and other products with a paper towel and place in the bin prior to cleaning palettes etc. in the sink.
- b) Assist to reduce any paint, clay and other materials going down the sink.
- c) Wash, wipe and return any crockery or cutlery used to the shelving provided.
- d) Ensure that no food or milk remains in the fridge or cupboards at the end of their Booking.

### *Cleaning equipment*

It is the Hirer's responsibility to bring any equipment and cleaning products necessary to ensure that the Facility is left clean and tidy. No cleaning equipment is provided by the City, this includes mops, vacuum cleaners, tea towels, rags etc. If contract cleaning is required as a result of the booking, an additional charge may occur.

## **9. EQUIPMENT**

The setting up, stacking and storage of tables, chairs and other equipment is the responsibility of the Hirer. For safety reasons, chairs may only be stacked 5 chairs high. Chairs and tables should be left in an orderly manner for the next hirer at the end of the Booking.

Furniture and equipment remain the property of the City and must not be removed from the Workshop at any time, otherwise an additional charge may occur for any missing or damaged equipment.

The Hirer shall not make any changes to the Workshop and its fittings without prior consultation with CASM.

## **10. ADVERTISING**

Until the Booking is confirmed in writing, the Hirer must not advertise their event by any medium including, but not limited to, flyers, newspapers, posters, social media etc. The Hirer should consult with the Workshop prior to advertising. The Hirer must ensure all advertising is not defamatory, derogatory or impinge the reputation of the City and/or its facilities.

## **11. ATTENDANCE CAPACITIES**

Attendance must not exceed the accommodation capacity as determined by the Department of Health. If such numbers are exceeded, the City, or other enforcement agency, may direct the Hirer to terminate the event and/or Booking. The Hirer takes full responsibility for any enforcement or legal action taken against them for any breach of the Department of Health requirements.

## **12. CONSUMPTION OF ALCOHOL**

The Hirer must comply with provisions of the *Liquor Licensing Act 1988*.

No alcohol is to be consumed at any Facility without an *Alcohol Consumption Permit* being obtained from the City of Mandurah.

If a permit is approved, alcohol and other drinks are not permitted to be served in glass containers (including bottles, glasses and stubbies). Hirers must supply drinks in cans and plastic cups (preferably re-useable) cups/glasses. Under no circumstances is alcohol permitted past 12:00 midnight.

## **13. STORAGE**

The City accepts no responsibility for any items left at the Facility by the Hirer or Hirer's Agents. Any items left behind by the Hirer at the Workshop run the risk of being utilised by other parties.

The City accepts no responsibility for the loss, theft, damage or use by other parties of any items belonging to the Hirer or Hirer's Agents.

Regular Hirers must only store equipment in approved storage areas and in accordance with the *Fees and Charges Schedule*. The City reserves the right to remove any item stored in a non-approved area. Any removed items will be stored at the Facility for a period of 10 working days after which the items will be disposed of. The cost of disposal may be incur an additional charge.

For Regular Hirers who cease their bookings, storage areas must be emptied and cleaned at the end of their hire period and the key to storage cupboards returned to CASM.

## **14. SMOKING**

Smoking is prohibited in all City facilities. Ensure that no smoking or vaping is allowed in the Workshop, or within 5 metres of the entrance of the building. Smoking is restricted to outdoor areas only and all butts must be extinguished and disposed of appropriately.

## **15. SAFETY**

The Hirer must:

- a) Ensure the safety of all persons attending the event.
- b) Ensure all electrical cords, fittings, switches, and other electrical appliances to be used by the Hirer or another person on their behalf must comply with all Australian Standards and display a current electrical safety tag.



- c) Provide all first aid equipment and supplies required during the Booking. No first aid equipment or supplies are provided at the Workshop.
- d) Show respect and common courtesy to other user groups within the Facility or persons in the nearby premises and is responsible for the behaviour of all the persons attending the Booking to ensure the safety of other users and members of the public.
- e) Carry out safe working practices in the workshop, being mindful of any risk to health or fire hazards. The Hirer must not store dangerous or flammable materials on the premises. Flammable liquids and solvent-soaked material must be stored in self-provided containers and removed from site after use.
- f) Help to maintain security in the building. The Hirer is not permitted to give keys or codes to any other persons or engage in any other activity which might put the building and/or its tenants at risk. All exterior doors to the Gallery are to be kept closed and locked, including the main entrance door outside of CASM office hours.
- g) Promptly report any maintenance issues relating to the Workshop or building to CASM.
- h) Ensure they implement an after-hours exit procedure to ensure that participants exit and lock the Workshop in a safe manner.
- i) Ensure the safety of themselves and participants in the event of an after-hours emergency that requires the Workshop to be locked down by locking doors, activating the duress alarm, and calling emergency contacts as provided by CASM.
- j) Provide CASM with any Personal Emergency Evacuation Procedures (PEEPS) for any participants that may need extra assistance during an evacuation.
- k) Comply with all instructions provided by the CASM Chief Warden or Area Warden in the event of an emergency or evacuation.

## 16. INDEMNITY

For the purposes of these Terms and Conditions, **Hirer's Agent** means employees, contractors, invitees, volunteers, customers, and patrons of the Hirer.

To the extent permitted by law, the City shall not be liable for, and the Hirer shall indemnify and keep indemnified the City from and against any and all actions, claims, losses, expenses, damages and costs (including the costs of defending or settling any action or claim) which may be incurred whether directly or indirectly, arising from or in connection with the hiring of the Workshop including, but not limited to:

- a) Any act or omission of the Hirer or the Hirer's Agents including any negligence, unlawful conduct or willful misconduct, in connection with the Workshop Hire;
- b) any damage to, or loss of, property, or injury, illness, or death arising out of any act or omission of the Hirer or the Hirer's Agents or the use of, presence on, or occupation of the Facility by the Hirer or the Hirer's Agents; and
- c) Breach or non-compliance with any statute, regulation or local law of any public, municipal or other authority.

## **17. LOCK UP PROCEDURE**

The Hirer shall ensure that all lights, electrical equipment and air-conditioning/heating are switched off, and any and all doors, windows, and gates are locked at the conclusion of the Booking.

If the Facility has an alarm this must be activated prior to leaving the Facility. Failure to secure the Facility could result in a Ranger call-out fee.

## **18. CALL-OUTS**

Should a City Ranger or security guard be called out as a result of the Hirer's non-compliance with any of these Terms and Conditions the Hirer may incur an additional charge, charged at the minimum rate of 3 hours.

The Ranger shall have the authority to terminate the Booking immediately in the event of non-compliance if in the reasonable opinion of the Ranger the breach is likely to continue.

Should a Police call-out be required and/or a noise abatement notice issued as a result of the Hirer's failure to comply with a noise warning this will incur an additional charge.

## **19. LOSS & DAMAGE**

The City will take every reasonable care and precaution to ensure that all utilities, services and equipment are in proper working order but will not accept responsibilities for breakdowns beyond their control.

The Hirer is responsible for conducting an inspection of the Workshop at the commencement of the Booking. All damage discovered is to be reported immediately to the City:

- a) During business hours direct to CASM; or
- b) After hours on (08) 9550 3777, otherwise the damage will be deemed to have occurred during the course of the Booking.

Should damage occur, the Hirer is required to report any damage immediately. The cost of repairing the damage or replacing any equipment or furniture will be borne by the Hirer who will be invoiced for the total cost. Failure to pay will result in a debt to the City and legal action may be taken to recover any monies owing.

## **20. ADDITIONAL FEES AND CHARGES**

The City reserves the right to impose additional charges for extended use of the Facility, cleaning, repair of damage or any other breach as deemed necessary by the City. Damage noted by the next user that the Hirer did not report may be attributed to the Hirer and may result in the Hirer being charged for the repair or replacement costs.

The Hirer also acknowledges that a breach of any or all Terms and Conditions may result in the City refusing to agree to accept any future Bookings with the Hirer, including any confirmed Bookings.

## **21. COMPLIANCE WITH LOCAL LAWS**

The Hirer must comply with all [City of Mandurah Local Laws](#).



## 22. COMPLIANCE WITH LEGISLATION

The Hirer must comply with the provisions of all State and Commonwealth legislation and, in particular, the *Food Act 2008 & Health (Public Buildings) Regulations 1992*, *Environmental Protection Act 1986*, *Environmental Protection (Noise) Regulations 1997*.

The Hirer shall not:

- cause undue nuisance or inconvenience to the public or other arts workers in the building by virtue of workshop activities or through noise;
- undertake any illegal activity or breach any applicable Acts or Regulations, which may result in enforcement action by Police or City Officers.

## 23. NON-EXCLUSIVE SPACE

The Hirer acknowledges that the Workshop is a non-exclusive premise.

At any reasonable time, the Hirer shall permit a City officer to enter and inspect the Workshop for the purpose of ascertaining whether the provisions of this agreement are being observed and carried out, or to allow maintenance personnel into the Workshop.

The Hirer accepts that the Workshop may be utilised by other complementary services at the discretion of CASM.

## 24. CASM RESPONSIBILITIES

CASM will provide the Hirer with a formal site induction, including emergency evacuation procedures for the building, before beginning the term of hire.

## 25. SITE INDUCTION

Hirers will participate in a formal site induction prior to the first Booking, and always ensure compliance with all requirements.

## 26. SIGNAGE

No signage is to be erected at the Workshop without prior written approval from CASM.

## 27. PUBLIC LIABILITY INSURANCE

The Hirer must hold current Public Liability Insurance to the value of \$20 million, or to another value as agreed by the City, if:

- Hiring the Workshop 12 or more times in a calendar year (**Regular Hirer**);
- A sporting body, club, association, corporation or incorporated body (even if the hire is less than 12 times in a calendar year); or
- Holding an event that is open to the public.

The Hirer must provide the City with a copy of the Certificate of Currency of any such insurance with your application. Failure to provide evidence of insurance entitles the City to revoke the hire agreement.



If the Hirer is hiring the room or Facility less than 12 times in a calendar year for non-commercial or non-profit making purposes AND is not a sporting body, club, association, corporation or incorporated body, the Hirer will be covered under the City's Casual Users Liability Insurance (**Casual Hirer**).

## **28. PERSONAL PROPERTY**

The Hirer acknowledges they are responsible for the insurance of their personal property.

## **29. CANCELLATION OF BOOKINGS BY THE CITY OF MANDURAH**

The City reserves the right to cancel or reschedule a Booking to allow alternative use of the Workshop or to undertake maintenance. In this instance, every effort will be made to ensure that the Hirer is given at least 21 days notification to make alternative arrangements.

Please note the City will not support the use of its facilities for any activity or purpose that pose an unmitigated risk to the safety of the community, promotes unlawful conduct or encourages actions that are discriminatory, offensive or contrary to the City's values. The City reserves the right to cancel a booking, even at short notice, in these instances.

## **30. TERMINATION**

CASM reserves the right to terminate the Booking if the Hirer fails to comply with the Terms and Conditions and CASM will do so in writing. The Hirer will vacate the Workshop within one (1) week and pay all outstanding amounts owed to CASM up until the actual date of the Workshop being vacated.

If at any time, and for any reason, CASM's lease for the CASM building is terminated, then the Booking becomes null and void.

## **31. EXCEPTIONAL CIRCUMSTANCES**

Under exceptional circumstances, as determined by CASM management in its absolute discretion, the Hirer may be asked to leave the Workshop immediately.