



UNDALUP ROOM

RULES

October 2021

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1. INTRODUCTION

These Rules are binding on all users of the Building. They are designed to ensure that the use of the Building is consistent and maintained to a high standard. They are also intended to be fair and reasonable. Hirer's will receive a copy of these Rules as part of their Agreement. The Hirer and their invitees are required to observe and comply with these Rules.

The Rules are subject to change and updating as may be required. The City will endeavour to bring any changes to the immediate attention of the Hirer and up to date versions will be posted on the City's website and hardcopies will be made available at the City's administrative offices.

2. DEFINITIONS

For the purposes of this document:

Building means the City of Busselton Administration Building, 2 Southern Drive, Busselton;

City means the City of Busselton;

Common Areas means any shared space within the Building, including but not limited to the lobby, covered alfresco area, ablutions, grounds and other areas outside of the Building;

Hire Period means the dates and times specified in the Agreement;

Hirer means a Person, a Body Corporate, Business or an Incorporated Association that have completed the Agreement with the City;

Venue means the hired space as identified on the Agreement.

3. GENERAL

The Venue is available for hire from 7.00am – 12.00 midnight daily. Access to the Venue outside of these times is strictly prohibited. The Building is open Monday to Friday between 8.30am and 4.30pm (office hours) excluding public holidays.

To access the Venue during office hours the Hirer shall present to the Customer Service Counter at the Building. A City employee will escort the Hirer or nominee to the Venue for a brief induction.

To access the Venue outside of office hours the Hirer must arrive at the commencement of the Hire Period at the Causeway Road entrance. A City employee shall escort the Hirer into the Venue and conduct a brief induction.

4. AIR CONDITIONERS (if applicable)

Air-conditioning in the Venue will be regulated and pre-set by the City. If required a City employee will be available to adjust the climate controls while the room is in use.

5. CLEANING AND WASTE

Hirer's are responsible for the disposal of their recyclable and non-recyclable rubbish into the bins provided. All waste should be disposed of in the bins provided near the caterer's entrance.

All Venue specific equipment should be left clean and in its correct position, and all equipment brought in for the purpose of the booking shall be removed.

Cleaning costs or costs for the repair of damage will be charged in accordance with the terms of the Agreement caused during the Hire Period. A cleaning fee at cost plus administration costs may be applied.

6. EMERGENCY EVACUATION PROCEDURES

Hirer's must acquaint themselves immediately upon arrival with the location and content of the evacuation orders for the Building, including the location and type of fire extinguishers and blankets. Hirer's must ensure their employees, clients, suppliers or guests are familiar with such procedures.

The City provides a basic First Aid kit for Hirer's. It is located in the dry store area of the kitchen. All use should be reported to the City Officer.

Whilst a City employee will be on site for the Hire Period and may give direction in the event of an emergency, it is the Hirer's responsibility to ensure their employees, clients and / or guests are familiar with this information and comply when given direction.

7. INSURANCE

If required by the City, The Hirer at its cost shall take out public liability insurance in a form and for an amount specified by the City. The Hirer must present the City with a copy of the certificate of currency of such insurance.

If the Hirer has any employees, workers' compensation and employer's indemnity insurance acceptable to the City in respect of such employees and produce to the City on request, or in any event prior to the Hire Period, a certificate of currency of such insurances.

8. PARKING

The City does not provide reserved parking for Hirer's. All vehicles shall be parked in designated areas. Vehicles not parked in a designated bay may receive infringement notices without prior warning. Parking is available in the Southern Drive carpark to the West of the Venue and at Rotary Park across Causeway Road from the Building.

The Causeway Road covered entrance and slip road area are for set downs and pickups only. Prior written approval from the City must be sought if the Hirer wishes to utilise this area for a valet parking service. If approval is granted, this will be on the strict understanding that the Hirer

accepts all risk relating to the use of the slip road and provision of such service. Vehicles left parked and / or unattended in the slip road may be issued an infringement without prior warning.

Caterers or other service vehicles may be parked at the service entrance at the back of the Venue. Vehicles must not block or obstruct exits. Infringement notices may be issued in this instance.

9. COMMON AREAS

The Common Areas, grounds and other areas outside of the Building, may be used by City employees and / or their guests during use by the Hirer. The Hirer shall not do anything to restrict or inhibit shared use of these areas without prior approval from the City.

Pictures and other promotional items are not to be displayed in the Common Areas, unless prior written approval is obtained from the City.

Common Areas are not to be used for storage without prior written approval from the City.

Bicycles must not be placed in the Common Areas and should be kept (and preferably locked) outside the Building in bicycle racks if they are available. No bicycles are to be left near any entrance doors to the Building. The Hirer accepts all risks relating to the storage of bicycles left in the Common Areas.

10. KITCHEN FACILITIES

Hirer's shall wash and dry all used kitchenware and tableware prior to returning them to their allocated storage area. Tea towels are provided.

Hirer's shall wash, dry and polish all used glassware. Glass Polishing Cloths are provided. They are located in the bar and are to be used on glassware only. These shall not be used for any other purpose. The Hirer shall place used cloths in the appropriate basket provided for this purpose.

The Hirer shall remove all waste products, dispose of waste responsibly and, recycle where appropriate. This includes the responsible disposal of cooking oils.

When operating any equipment, operating procedures and manuals shall be followed at all times. Equipment shall be used only in the manner for which it is intended.

The chemicals plumbed into the dishwashers shall not be tampered with or changed by Hirer's. If chemicals require changing during the Hire Period this should be brought to the attention of the City either through the Facilities & Function Officer in attendance or through the Customer Service team.

The Hirer shall report any breakage, loss or theft of any equipment including but not limited to tables, glassware or furniture, as soon as possible.

11. SIGNAGE/DECORATIONS

Posters, advertising material or decorations are not to be affixed to internal or external glass surfaces or walls. No BluTac or sticky tape is to be used on any surface within the Building or Common Areas.

Freestanding signage may be used during the Hire Period if prior approval is granted by the City and such use must be consistent with any signage policy that the City may have. Signage must not obstruct any Common Area or access way.

12. SMOKING

Smoking (which includes the use of e-cigarettes) is not permitted in the following areas:

- any part of the Building
- within 5 metres of any entrance, door or window of the Building; and
- within 10 metres of air intakes to the Building.

If requested, the City will endeavour to allocate a suitable site outside the Building as a smoking zone ('a Dedicated Smoking Area') for use by the Hirer. Should a Designated Smoking Area be identified the Hirer will ensure that appropriate signage and direction is provided to users of the facility and will arrange for the placement of suitable receptacles and the removal of the same at the end of the hire period. The Hirer will be responsible for disposing of all smoking related waste including cigarettes, cigarette butts, ashes and associated litter. The Hirer will ensure that smokers are to remain within the Designated Smoking Area until smoking or smoking devices are no longer in use.

13. USE

The Hirer shall not use the Venue for any purpose other than the Approved Purpose specified on Agreement. For the avoidance of doubt, access required for pre event set up, post event pack up and cleaning must only be carried out during the Hire Period.

The Hirer shall use the Venue and all its related equipment in a safe and proper manner. Audio Visual equipment shall be used in accordance with the manual provided by the City.

Hirer's must comply with all statutes, by-Laws or regulations relating to the Building or the use of the Venue, including any reasonable directions and instructions which may be given by the City or its officers either prior to or during the Hire Period.

Hirer's shall not;

- i. use any electrical equipment that will cause the power supply or sound system to be overloaded or adversely affected in any way.
- ii. alter or make any additions to the Building, damage, dismantle or destroy the Venue or knowingly allow any part of the Building or Venue to be damaged, dismantled or destroyed.
- iii. light candles, candle lanterns or floating candles under any circumstances. These items result in unsightly litter and pose a significant fire risk.
- iv. use confetti, rice or scatter decorations of any description,

- v. light or operate a gas or wood fire appliance including but not limited to braziers, heaters, barbecue grills, outdoor heaters, alcohol burners;
- vi. utilise personal electric or electronic equipment including but not limited to computers, televisions, kitchen appliances;
- vii. with the exception of appliances dependant on a permanent power supply such as refrigerators, cool rooms, freezers or ice machine, leave any electrical lights or appliances on when vacating the Venue;
- viii. leave taps or dishwashers running in any location;
- ix. damage any part of the Building or its immediate surroundings. If any damage is caused then the Hirer will be responsible for the repair of such damage; and
- x. do anything that may cause the Building to be vulnerable to fire, or to allow anything to be done that will cause damage or create annoyance or inconvenience to occupiers of any adjoining areas or buildings.

14. MUSIC

Hirer's must be aware that music utilised in association with the hire of the Building may be in breach of the *Copyright Act 1968* unless the Hirer acquires the appropriate licence as specified by the APRA and Phonographic Performance Company of Australia (PPCA).

Hirer's shall keep the volume of music and other noises within the legal noise level limits applicable to the time and use of the Venue. In the event of noise complaints or breach of law, a City employee may instruct the Hirer to take action to reduce noise. Failure to do so may lead to the Hirer being directed to immediately vacate the Venue.

15. SECURITY AND VACATING

It is the responsibility of the Hirer to ensure that the Venue is kept safe, secure and protected against theft and all doors, windows and other openings are locked or securely shut when the Venue is not occupied.

Responsibility for the Venue security and condition remains with the Hirer for the Hire Period. The Hirer shall not leave the Venue until the Hirer has conducted an inspection accompanied by an officer of the City.

If not previously approved by the City in writing, any items left by the Hirer within the Venue shall be regarded as an extension of the Hire Period. The City reserves the right to charge an additional hire fee for every hour or part hour that the Venue is so occupied.

The City reserves the right to retain the Hire bond in part or in full in the event that the Hirer has failed to observe or has breached any of these rules and regulations.

Bonds will be refunded by cheque to the person nominated by the Hirer. The City shall be notified in writing at the time of application if the refund is to be made to an alternative party. A direct

deposit refund may be arranged if appropriate bank details have been provided at the time of application.

16. CITY ACCESS

It is agreed that:

The City, through its employees, contractors or agents may at any time have access to and enter the Venue for the purpose of:

- (a) inspecting the Venue to ensure that the obligations of the Hirer are being performed and observed;
- (b) undertaking works or maintaining the Venue, the City's property; and
- (c) carrying out the observance or performance of any condition or obligation of the Agreement which the Hirer has failed to observe.

CONTACT DETAILS FOR THE CITY OF BUSSELTON

BOOKINGS ENQUIRIES

Venue Support Services

Phone: 08 9781 0383

bookings@busselton.wa.gov.au

URGENT MAINTENANCE

City of Busselton

Phone: 08 9781 0444

MINOR MAINTENANCE

City of Busselton

Email: facilities@busselton.wa.gov.au