

## The RISE Terms & Conditions

#### 1. BOOKING APPLICATIONS

- 1.1 All applications must be submitted on the official application form and the form must be signed.
- 1.2 All applicants must be aged 18 years and over.
- 1.3 A booking enquiry (either by phone, email or in person) does not constitute as a confirmed booking. The City of Bayswater does not accept tentative bookings or requests to 'hold' spaces available. Bookings are not confirmed until a booking confirmation has been issued by the City.
- 1.4 Hirer to provide a copy of insurance for Public Liability when submitting booking form. The City of Bayswater insurance does not cover negligence/damage by the Hirer to personal equipment or property brought into the facility.
- 1.5 Bookings will not be confirmed until a bond, deposit or payment in full has been paid.
- 1.6 Full day usage costs apply to all Saturday bookings. However, smaller bookings may be considered on Saturdays, subject to availability, less than 1 month prior to the desired date.
- 1.7 This form must show times that include the required set up and pack down of the event.

## 2. PAYMENTS

- 2.1 All bookings must be paid in at least 30 days prior to the booked date. Bookings made within 30 days of the scheduled date require full payment to confirm the booking. 2.2 Management reserves the right to cancel any unconfirmed bookings where payments have not been made on time.
- 2.3 Bonds are required for most events. Full or partial bonds may be withheld if:
- · Damage has occurred to the room or facility,
- · The hirer uses additional rooms not originally booked,
- The hirer and their guests have failed to exit the building at the required time, and
- The booked room is not cleaned and immediately usable by another booking
- 2.4 Bonds are refunded by direct deposit, to the account details entered on the Direct Credit Consent Form.
- 2.5 A tariff fee applies to all bookings that occur outside of the normal operating hours.
- 2.6 Fees & Charges: Customers will be quoted on current fees and charges, as approved by the City of Bayswater.
- 2.7 All prices are subject to change without notice.

## 3. CENTRE RULES

- 3.1 All City of Bayswater facilities are 'smoke free'. Smoking is strictly prohibited inside the centre and on premises. This includes vaping and e-cigarettes.
- 3.2 All vehicles in the City of Bayswater carpark must abide by parking signs and park within the parking bays provided.
- 3.3 Signage and decorations are not to be displayed outside of the booking area without prior approval.
- 3.4 Event equipment such as music and or lighting equipment must be approved by the City of Bayswater prior to the booking.

Please ensure you have the correct licenses and permits in regards to Alcohol and Gaming.

3.5 To avoid damage, decorations cannot be attached to

walls, doors, ceilings or partitions.

- 3.6 No activities (running, warm up etc.) are permitted in the walk ways and, in any space, not part of the booking.
- 3.7 The bookings organiser must account for all guests and participants and report to the City of Bayswater emergency response officer in the event of an emergency
- 3.8 Any items involving an open flame are prohibited.

## 4. HIRER RESPONSIBILITES

- 4.1 Any activities or exercise undertaken within the City of Bayswater premises or its surrounds are at the hirers own risk (as to death and personal injury) including the use of any City services, facilities or equipment.
- 4.2 The hirer is responsible for the behavior of all the persons attending the booking. Hirers must show respect and common courtesy to other user groups within the centre, staff or persons in the nearby premises.
- 4.3 Hirers acknowledge that any costs associated with the following will be incurred by the person or organisation named on the booking application form:
- Breakages or damages to City of Bayswater property,
- Failure to exit the room/building within the booked times, and
- · Not leaving the venue in a clean and tidy condition
- 4.4 The hirer is responsible for ensuring that all people attending the booking only use the courts/ areas that are included on the booking form. Additional charges will apply for the use of areas and court space that has not been booked.
- 4.5 The hirer is required to start and finish on time. Failure to do so may incur additional charges.
- 4.6 Any set up and clean up time must be included within the time booked.
- 4.7 All areas must be left clean and tidy and all waste placed in the bins provided. A cleaning fee may apply if the venue is left in an unsatisfactory condition.

#### 5. CANCELLATIONS & AMENDMENTS

- 5.1 The cancellation or amendment of a booking must be made in writing 30 days prior to the booked event date.
  5.2 Deposits will not be refunded for cancellations within 30 days of your function. Amendments within 30 days of your booking will attract a late change fee as per City of Bayswater approved fees and charges.
- 5.3 The City of Bayswater reserves the right to cancel any bookings.

## 6. FINISHING TIMES

- 6.1 Monday to Thursday All functions held from Monday-Thursday must conclude by 10pm, with all guests vacated by this time. This time is inclusive of the cleaning and pack down of your event. Failure to do so will incur additional charges.
- 6.2 Friday to Sunday All functions held from Friday-Sunday must conclude before midnight and guests must vacate the premises by this time.

The cleaning and pack down of your event must be completed before 12:45am as the building must be locked and secured at 1am. Failure to do so will incur additional charges.



# The RISE Terms & Conditions cont.

#### 7. EXCLUDED BOOKINGS

- 7.1 All Function rooms are reserved for function and conference activities. In addition any activities that may compromise the room will not be considered. Examples of activities that are excluded include:
- 18th and 21st birthday parties (All other birthday parties are subject to approval by management)
- Ongoing bookings for community activities such as sport and religious activities.

## 8. TABLES & CHAIRS

- 8.1 Tables and chairs are supplied for each function (subject to availability). At the conclusion of the event, tables must be cleared, wiped down and left standing, with chairs restacked into piles of 8.
- 8.2 The City of Bayswater is not responsible for the set-up and pack down of your event, as many bookings have a personal preference for a particular room layout.
- 8.3 It is the hirers responsibility to set-up, pack down and clean the room within their allotted booking times. Staff will deliver the required items to the room, but it is the hirer's responsibility to set up the room.
- 8.4 Staff do not set up any events outside of the requirements mentioned above. At the conclusion of the event, the hirer must have tables cleaned, chairs restacked and floors vacuumed. Items requiring next day pick up (subject to room availability), will be charged at an additional hourly rate.

## 9. CLEANING

- 9.1 The hirer is responsible for the complete cleaning of the room, kitchen and toilets associated with their booking within their allocated booked times.
- 9.2 Floors must be swept, vacuumed and/or mopped, benches and tables wiped down, equipment cleaned and bins emptied. Additional charges apply for rooms left in an unsatisfactory state.
- 9.3 Please ensure all rubbish bin contents are deposited into the skip bins located on Eighth Avenue.

#### 10. DAMAGE

10.1 The hirer is responsible for any damage occurring from their event and will be charged for all repair costs. The hirer must declare any damage noticed before and after their event.

#### 11. EQUIPMENT MALFUNCTIONS

- 11.1 The City of Bayswater make every effort to ensure that all equipment is in excellent working condition. In the event of a breakdown or malfunction of equipment, staff will endeavour to troubleshoot problems to the best of their ability. The City of Bayswater will investigate the issue at their earliest convenience.
- 11.2 Refunds will not be given in the event of equipment malfunctions.

## 12. ELECTRICAL EQUIPMENT

12.1 If the hirer provides any form of electrical equipment, it is a requirement that it is correctly tagged in accordance with Australian Standard AS/NZS 3760:2001. The Service Safety Inspection and Testing of Electrical Equipment requires that all electrical equipment such as urns, kettles, extension cords etc., be tested and tagged on a regular basis. This equipment is to be identified on the booking application form.

#### 13. LAW AND ORDER

- 13.1 The hirer and their guests must comply with all the provisions set in the Health, Liquor, Police and Criminal Code Acts (or any other Acts relevant to the City of Bayswater or the hirer's booking).
- 13.2 The hirer is responsible for the behaviour of all their guests. Anti-social behaviour and abuse towards staff will not be tolerated. Children must be supervised by an adult at all times.

#### 14. NOISE

- 14.1 The hirer is responsible for any undue noise from their guests, both inside and outside of the centre. The RISE is a multi-functional venue; therefore, hirers must consider other centre users in regards to noise levels.
- 14.2 Balcony doors must be closed when playing music.
- 14.3 If these conditions are not strictly adhered to, management reserves the right to end the event with no refund given.

## 15. LIABILITY

15.1 The City of Bayswater accepts no liability for loss, injury or damage relating to bookings at The RISE. It is the responsibility of the hirer to adequately supply their own liability cover.

#### 16. LIQUOR

16.1 A bond must be paid for all functions requiring alcohol. An Occasional Liquor License must be obtained from the Department of Racing, Gaming and Liquor when selling alcohol at The RISE. It is the responsibility of the hirer to investigate licensing requirements for their function. A copy of this Licence must be forwarded to The RISE Management before the event, and must be shown on inspection by any authorised person within the licensed premises.

#### 17. GAMING

- 17.1 For events wanting to include gaming, i.e.Bingo, Racing, Casino Games etc., the appropriate regulations and licensing by the Department of Racing, Gaming and Liquor must be attained and adhered to.
- 17.2 It is the responsibility of the hirer to investigate licensing requirements for their function. A copy of this Licence must be forwarded to The RISE Management before the event, and must be shown on inspection by any authorised person within the licensed premises.

#### 18. REFUSAL

18.1 The City of Bayswater reserves the right to refuse the hire of the facility.