



Application for the Hire of Hampton Oval

SECTION 1 - APPLICANT'S DETAILS

Name of Organisation _____
Applicant's Name _____
Applicant's Position _____
Postal Address _____
Email Address _____
Telephone/Mobile _____

The **Hirer** is the applicant, as shown above and who signs Section 7 – Declaration, unless the application is signed on behalf of an organisation, in which case that organisation shall be the Hirer and shall be jointly and severally liable with the person who signs the form.

SECTION 2 - FUNCTION DETAILS

Nature of Function _____
Date/s of hire _____
Time/s of hire _____

The **Hire Period** is for the date/s and time/s of hire as shown above.

SECTION 3 - FEES

Hire fees will be charged on an hourly rate, with a minimum hire period of one (1) hour. Full day hire will be discounted at a rate of six (6) hours hire. The hire fees are due to be paid prior to the Hire Period, and if any extra hire, maintenance or cleaning charges should become due for any reason, an invoice will be submitted for the balance after the Hire Period.

If the hire is cancelled by the Hirer with less than 48 hours' notice given, the DCA reserves the right to retain one (1) hours hire at the applicable rate.

Please select the rate that applies to your hire:

In-kind \$0/hr - not-for-profit events organised solely for the benefit of the DCA or the Dampier community (at the discretion of the DCA Committee). Also includes all authorised use by DCA Committee members or employees. A DCA in-kind donation form is required to be completed.

Youth \$10/hr - all hire by not-for-profit groups whose main focus is on child based activities.

Community \$20/hr - all hire by all other not-for-profit organisations.

Individual \$30/hr - all hire by individuals for private functions.

Commercial \$40/hr - all hire not covered within the four prior categories, including hire by commercial organisations for profit-making events. Hire that would otherwise be categorised as 'Commercial' may be classed as 'Community' if it can be demonstrated that the event is focused on community benefit and that participation is either free of charge, or at a reduced rate, as a result of the lesser hire charges.

SECTION 4 - BOND

A bond of **\$500 or \$250** (no alcohol) will be charged per booking, in addition to any other fees and charges. This bond is due to be paid prior to the Hire Period, and shall be fully refunded in the event that the facility is left in the condition in which it was hired, providing no damage occurs to the facility and no extra maintenance or cleaning is required.

A key bond of **\$50** will be charged per key, in addition to any other fees and charges, should the Hirer require a key to enable access to the hired areas of the facility. This key bond is due to be paid prior to the Hire Period and shall be fully refunded once the key is returned.

Please provide the following information if bond is to be refunded by direct deposit:

Bank Account Name: _____

BSB Number: _____

Bank Account Number: _____

SECTION 5 - TERMS & CONDITIONS

The use of the Hampton Oval (the facility) is permitted by the Dampier Community Association (DCA) on the understanding that the following rules are adhered to at all times.

If a Hirer breaches the Conditions of Use, the hire may be cancelled with no notice period and without refunding any payments made.

Terms of Hire

1. These terms of hire are between the DCA and the applicant as stated above (the Hirer) in Section 1 of the Hire Application part of this form.
2. Hire is for the period stated above (the Hire Period) in Section 2 of the Hire Application part of this form.
3. Hire is subject to approval by the DCA. Once the Hire Application Form is signed the Hirer is automatically bound by all terms and conditions of usage of the facility.
4. The person signing the Hire Application Form (the Hirer), is personally responsible for ensuring that all terms and conditions are adhered to, unless the application is signed on behalf of an organisation, in which case that organisation shall be the Hirer and shall be jointly and severally liable under these conditions with the person who signs the form.
5. The designated capacity of the facility is a maximum of 50 of people for camping, with a maximum of three (3) consecutive nights of use.
6. Please note that the Hampton Pavilion is under the City of Karratha's jurisdiction and hire is to be requested from the Karratha Leisureplex on 9186 8556.

Fees and Bonds

7. Hire fees and bonds are as stated above in Section 3 & 4 of the Hire Application part of this form.
8. Hire fees and bonds are required to be paid prior to the Hire Period, either by Direct Deposit or Cash. If paying by Direct Deposit the Hirer must provide the DCA with a remittance advice confirming payment has been made, prior to the Hire Period.
9. A \$250 bond or \$500 alcohol bond will be charged per booking, in addition to any other fees and charges. This bond shall be fully refunded in the event that the facility is left in the condition in which it was hired, providing no damage occurs to the facility and no extra maintenance or cleaning is required.
10. The bond may be applied against any amounts payable by the Hirer under these terms, with any bond not applied being returned to the Hirer within 10 days of the end of the Hire Period.
11. A key bond of \$50 will be charged per key, in addition to any other fees and charges, should the Hirer require a key to enable access to the facility. This key bond shall be fully refunded within 10 days of the key being returned.

Cancellation of Hire

12. Should the Hirer have to cancel a confirmed booking, the DCA Office should be informed immediately and all cancellations should be confirmed in writing. If the hire is cancelled by the Hirer with less than 48 hours' notice given,

the DCA reserves the right to levy a charge of one (1) hours hire at the applicable rate.

13. The DCA, in extreme and unavoidable circumstances, reserves the right to cancel any hiring without notice. In the event of a hiring being so cancelled any fees or bonds which has been paid will be refunded to the Hirer. The DCA shall not be held liable nor be required to pay compensation for any loss sustained as a result or in any way arising out of the cancellation of the hiring.

Obligations of the Hirer

14. The Hirer shall not use the facility for any purpose other than that purpose declared above.
15. The Hirer is responsible for participants or persons associated with the Hirer attending the facility during the Hire Period (Associated Users).
16. The Hirer is responsible for keeping accurate records of Associated Users' attendance, ensuring their safety and ensuring their evacuation in case of emergency, or if the facility must be evacuated for any other reason.
17. The Hirer is responsible for the actions and behaviour of the Associated Users during the Hire Period. The Hirer shall ensure that each person using the facility maintains a reasonable standard of behaviour.
18. The Hirer is responsible for ensuring that all Associated Users are aware that they are solely responsible for the security of their personal property. If tickets are issued for any event, this statement should be printed on the ticket.
19. The Hirer is responsible for ensuring that any necessary licenses or permits are obtained for any event held on the facility, that copies of all licenses or permits that have been applied for or obtained are submitted to the DCA Office prior to the Hire Period and that said licenses or permits are strictly adhered to, including but not limited to:
 - licenses for alcohol to be sold or served on the facility;
 - licenses for any work in which a copyright subsists and which is performed on the facility during the period of hire.
20. The Hirer is responsible for seeking clarification from the Karratha Court House regarding all liquor licensing requirements. The Hirer is responsible for clearly defining any licensed area and strictly adhering to the Liquor Licensing provisions.
21. The Hirer is responsible for ensuring all drinks are either in cans or plastic cups. The use of glass on the Oval is strictly prohibited.
22. The Hirer is responsible for ensuring that nothing is permitted which is disorderly or unlawful in connection with the use of the facility. The Hirer must not permit anything to be done on the facility or any part thereof which may be or become a nuisance or annoyance to the surrounding neighbours. The Hirer must not permit any unauthorised persons to enter the facility.
23. The Hirer shall organise any necessary insurances to cover all foreseeable risks, and shall provide the details of such insurance to the DCA Office, including but not limited to, Public Liability Insurance.
24. The Hirer will adhere to all applicable fire, health and safety regulations.
25. The Hirer will adhere to all applicable food standard regulations.
26. The Hirer is responsible for ensuring all rubbish has been collected and deposited in the bins provided at the end of the Hire Period. If it is a large function, the Hirer is responsible for arranging and paying for any extra bins required.
27. The Hirer must maintain safe entry and exit from the facility and provide and maintain clear access for emergency vehicles and service vehicles.
28. Hirers may be permitted to hold a key to enable access to the facility, subject to the authorisation of the DCA and the payment of the key bond. In such event, the Hirer will be responsible for the locking and unlocking of the facility during the Hire Period.
29. The Hirer shall not use the facility or any part thereof at any time other than during the Hire Period, except with the prior permission of the DCA.
30. The Hirer shall not sub-let the facility or any part thereof, except with prior written approval of the DCA.
31. The Hirer is responsible for ensuring that any part of the facility used during the Hire Period is left in the condition in which it was found and is maintained in a safe condition during the hire. Failure to comply with this means the Hirer will be charged an amount, taken from the bond or invoiced after the Hire Period, to cover costs of any maintenance or cleaning required.

General Conditions of Hire

32. The DCA retains the right of access to all parts of the facility during the Hire Period and the Hirer shall not obstruct or interfere with this right.
33. The DCA retains the right to request alteration to the setup of any function to comply with fire, health and safety regulations.

34. No DCA committee member, volunteer, employee or agent is permitted to accept hospitality gifts, either cash or in-kind, at any time. No gifts of this nature are to be offered.

Loss, Damage or Injury

35. Any structural damage or problems are to be immediately reported to the DCA Office.
36. Any notable damage is to be reported to the DCA Office prior to the Hire Period, otherwise it will be deemed that this damage occurred during the Hire Period.
37. The DCA accepts no responsibility for any loss of, or damage to, any property, belongings or equipment owned by the Hirer or Associated Users. Property shall be brought on to the facility at the sole risk of the owner.
38. All property of the Hirer and the Associated Users must be removed from the facility promptly after the Hire Period, except with the prior permission of the DCA. Any unauthorised property left at the facility may incur an additional fee for each day or part thereof until the property is removed. Any unauthorised property left at the facility may be disposed of after 30 days.
39. The Hirer is responsible for informing the DCA Office of any injury or loss sustained by any person on the facility during the Hire Period. This information must be presented in writing to the DCA Office within 24 hours of the incident. Any further information required by the DCA must be made available on request.

Emergency Procedures

40. The Hirer is responsible for preparing an Emergency Management Plan and for ensuring the safety of all Associated Users of the facility.

Cyclone Procedures

41. Upon a Yellow Cyclone Alert being called prior to the Hire Period, the hire shall be cancelled.
42. Upon a Yellow Cyclone Alert being called during the Hire Period, the hire shall be finished at, or before, the end of the Hire Period.
43. The facility will be closed to hire until such time as the DCA has ensured the safety of the facility subsequent to the 'All clear with caution' being given.

Indemnity

44. The Hirer agrees to use the facility at their own risk and, to the full extent permitted by law, hereby releases and waives any right to make a claim against the DCA for loss, theft, cost, expense, damage, death, accident or injury arising directly or indirectly from the Hirer's use of the facility.
45. To the full extent permitted by law, the Hirer releases, discharges and indemnifies the DCA against all claims, demands, actions, proceedings or expenses whatsoever arising out of or in connection to the hiring of the facility, including but not limited to:
 - any loss, damage, death, accident or injury to property or person occurring within any part of the facility caused or contributed by the negligence of the Hirer or Associated Users, by reason of use of the facility;
 - the negligent use or misuse of any equipment, services or facilities within or on the facility by the Hirer or Associated Users;
 - any loss due to any breakdown of machinery, failure of the supply of electricity, water leakage, fire, government restriction or Act of God, which may cause the facility to be closed to hire;
 - all costs, claims and demands which may be made against the DCA for any infringement of copyright.
46. To the full extent permitted by law, the DCA disclaims all liability for and does not give any warranties to the Hirer as to the condition of the facility, equipment or services.
47. The indemnities contained in this document do not apply when the loss, damage, death, accident or injury was solely caused by the willful or negligent act or omission of a DCA Committee member, volunteer, employee or agent.

Governing Law

48. This agreement is governed by the laws of the State or Territory where the agreement is made and both the DCA and the Hirer submit to the exclusive jurisdiction of the Court of that State or Territory.

Disputes

49. Both the DCA and the Hirer agree that any disputes arising from the hire (except in regard to payment of fees or charges) shall be negotiated with a view to settlement before litigation is pursued.

Privacy Policy

50. The DCA will comply with the National Privacy Principles in all dealings with the Hirer.

Breach of Terms and Conditions

- 51. Failure to comply with these terms and conditions in any way will be regarded as a breach of agreement.
- 52. The DCA reserves the right not to approve any hire request due to any breach of agreement.
- 53. The DCA reserves the right to cancel a hire at any time, and/or to cancel any permission for further use by the Hirer, due to any breach of agreement. In such event, the Hirer will not be entitled to any compensation or refund of any payment made in respect of such use. The DCA reserves the right to sue for recovery of any amount due.
- 54. Should activities be carried out which are not in accordance with those stated on the Hire application Form, this will be regarded as a breach of agreement and the activity will be closed down immediately. In such event, the Hirer will not be entitled to any compensation or refund of any payment made in respect of such use. The DCA reserves the right to sue for recovery of any amount due.

SECTION 6 - DECLARATION

I agree to the above terms and conditions of hire of Hampton Oval.

Applicant's Name _____ Date _____

Signature _____

If applying on behalf of an organisation, your signature certifies that you have been authorised to sign on behalf of that organisation.

DCA OFFICE USE ONLY			
Application approved *****YES *****NO			
Approved by	_____	Signed	_____
Hire Fee	\$ _____	Invoice #	_____
Bond	\$ _____	Date Paid	_____
Key Bond	\$ _____	Bond Paid	_____
Returned in good order	*****YES *****NO	Bond Returned	_____