



## **FUNCTION CENTRE BOOKING TERMS & CONDITIONS:**

### **HIRE OF FACILITIES**

The Hirer agrees to hire the Venue, specific area/s within the Falcons Function Centre which are available for hire, and Facilities subject to the terms and conditions as follows:

### **CUSTOMER TO ENSURE COMPLIANCE**

The Hirer will observe and comply, and ensure that all persons associated with the Hirer for the purposes of this Event/s observe and comply, with regulations and/or guidelines stipulated by the management of the Falcons Function Centre (the Centre or Venue) and which pertain to the Venue, the Centre, and all statutes, regulations and by-laws of any government, municipal or statutory authority applying to the Centre and its Venues.

### **PRICING**

Prices quoted are valid for 3 months from the time of booking.

### **BOOKINGS**

- a) The signed Booking Form, Terms and Conditions of Use Form and related fees must be received within 48 hours of the initial booking request;
- b) Bookings are confirmed only after receipt of the above forms and full payment of fees;
- c) No tentative bookings will be accepted;
- d) Bookings will not be accepted from any person or organisation who/which has fees outstanding from previous use of the Venue;
- e) The Falcons Function Centre reserves the right to switch bookings between rooms of comparable standard if necessary. However, we will notify the client of a change of room and every effort will be made to provide space as originally booked.

### **PAYMENT**

Methods of payment are by MasterCard or Visa credit cards, or electronic funds transfer (EFT) by prior arrangement.

The Hirer is liable for the following surcharge amounts:

- a) 50% surcharge on the Room Hire Fee on public holidays;
- b) \$60 per hour, or part thereof for any permitted extension to the booked duration time of Events.

### **CANCELLATION / POSTPONEMENT**

Once a booking is confirmed the Hirer accepts the associated cancellation policy and its related fees. No event, group or company is exempt from paying cancellation fees. Notice

of cancellation must be received in writing, and the following cancellation fees will apply to all bookings and all companies regardless of the frequency or volume of business:

- a) If a booking is cancelled 14 days or less prior to the date of the Event - 100% of the Room Hire Fee is payable.
- b) If a booking is cancelled between 15-30 days prior to the date of the Event – 50% of the Room Hire Fee is payable.
- c) If a booking is cancelled 31 days or more prior to the date of the Event an Administration Fee of \$150 is payable.
- d) Changes to booked dates for an Event are deemed a cancellation.

## **FUNCTION ROOMS**

Rooms are available for hire at agreed times. The Hirer may have access, by pre-arrangement, to the booked room 30 minutes prior to the Event. The Hirer must ensure the room is vacated by the end of the booked Event time. Extra charges will apply if the Hirer's use/occupation of the room exceeds the booked time.

If the Hirer requires the Event to start before 08:00 or finish after 22:00, an hourly room hire fee will be payable for every hour, or part thereof, in addition to, and as per, the booked Event fee.

The set-up for a large group may take longer than the one hour changeover period between bookings. Where the Hirer expects a large number of attendees for their Event, it may be necessary to also book additional time to allow for the room to be set-up to requirement.

If the booked Event time is exceeded the Centre staff reserve the right to enter the room to commence set-up for the next Event, if required.

## **ROOM AND EQUIPMENT REQUIREMENTS**

General cleaning, namely, vacuuming, wiping tables and removal of rubbish from bins only is included in the Room Hire Fee.

Should cleaning in addition to the above be required, for example, for removing marks on equipment such as whiteboards and tables, damage to paintwork, and/or excessive rubbish, a cleaning fee will apply.

All equipment, including audio/visual, chairs, tables, whiteboards or other, requested on the Booking Form for the Event, and included in the room set-up, will be billed. Equipment that is not booked but requested at short notice is subject to availability, and will be included in the fee payable.

Changes to the booked set-up will be subject to the availability of staff and additional charges will apply as per the fee schedule.

## **SUITABILITY OF FACILITIES**

The Hirer agrees to have made an independent assessment of the suitability of the Venue, its facilities and its services, prior to lodging the Booking Form and Terms and Conditions of Use Form.

## **CUSTOMER'S OBLIGATIONS**

The Hirer shall:

- a) Allow the Caterer (if applicable), the Centre staff and respective employees and agents, free access to all parts of the Venue at all times (subject to reasonable notice).
- b) Not carry on or permit to be carried on, any behaviour or activity that in the opinion of the Centre management is dangerous, noxious, offensive, illegal, noisy or which constitutes a nuisance;
- c) Not use or allow the Venue or its facilities to be used for any purpose other than that for which they are designed;
- d) Vacate the Venue at the conclusion of the booked Event by the time set out in the Booking;
- e) Remove from the Venue and Centre all equipment and effects brought by the Hirer into the Venue and, at the Hirer's expense, make good any damage caused by the removal of such equipment and effects;
- f) Obtain at its expense all requisite licenses and authorisations for copyright material and all permits or licenses required for the conduct of the Event; and
- g) Comply with all lawful directions from the Centre staff in connection with the use of the Venue, its facilities and/or its services.

The Venue is not liable for any loss or damage to effects or equipment left by the Hirer at the Venue.

### **DUTY OF CARE**

The Hirer is responsible for informing its event staff and associated persons and guests to exercise a duty of care when entering the Function Centre and Venue.

### **SMOKING**

Smoking is strictly prohibited inside the Centre and within 10 metres of any entrance. The Hirer is responsible for ensuring that everyone at the Centre for the Hirer's purposes complies.

### **MUSIC AND GENERAL NOISE LEVELS**

No live or loud music can be played at the Centre without written management approval at the time of the booking.

Music and or other noise accompanying presentations at the Venue will not interfere with the other clients of the Centre. Complaints regarding the volume of music or other noise at a booked Event will require the Hirer to immediately reduce the audible level to a satisfactory level outside the booked room. Non-compliance may result in immediate Event termination and no refund or other compensation will be paid by the Centre management to the Hirer.

### **DECORATIONS**

The Hirer shall not bring into the Centre or surrounding area anything explosive, highly flammable, radioactive or otherwise dangerous or pungent. This includes, but is not limited to: candles, candelabras, open flames, water tanks, water features, ice sculptures, live fish, rose petals, confetti, rice, compressed confetti and streamer cans, glitter, sparklers, pyrotechnics, smoke machines, bubble machines or live soil such as potted topiary plants.

The Hirer shall not affix or hang anything on any walls, pylons, windows or other structure in or around the Centre or Venue without prior approval from the Centre management.

The Hirer shall immediately remove anything from the Centre if requested to by the Centre staff.

## **LIQUOR LICENSING**

All persons attending the Venue must, if requested, provide adequate identification or proof of age. Acceptable identification in Western Australia is either a current passport, proof of age card or driver's license. Centre staff reserve the right to refuse entry or service to any persons considered by the Centre staff to be intoxicated, creating a disturbance, or where liquor is served, underage (having no legal proof of being 18 years or older). Any guest deemed to be intoxicated, underage or creating a disturbance will be required to leave the premises.

No alcohol can be brought onto the premises.

These guidelines reflect both legal requirements and the desire of the Venue to provide an enjoyable and safe Function Venue for all patrons.

## **SECURITY**

Adequate security for Functions and Events is required under the Centres Liquor Licence and other Facility legal obligations. The costs associated with such security will be estimated by the Centre to the Hirer and payable by the Hirer. At the discretion of the Centre, security levels can be increased to satisfy the Venue and any perceived risks.

Joondalup Police may be informed and asked to visit the Venue on a regular basis throughout the Event.

Security cameras are used throughout the venue.

## **OTHER FUNCTIONS**

The Centre reserves the right to book other functions in the same Venue room up to one hour before the booked function commencement time and one hour after the booked function finishing time. Additionally, the Centre reserves the right to book other functions in adjoining rooms at any time. Soliciting for business with Centre patrons not associated with your Event is prohibited.

## **DELIVERIES**

The Centre will only accept delivered goods related to a booked Event one working day prior to that Event. Anticipated deliveries requiring storage at the Venue must be pre-arranged with the Centre. All delivered and other goods related to a concluded booked Event must be removed within one working day after the Event. All goods are to be delivered and collected between 09:00 -17:00 Monday – Friday.

## **DAMAGE AND INDEMNITY**

The Hirer shall indemnify the Centre, the State of Western Australia ("the State"), and their respective officers, employees, agents and contractors in full in respect of any liability, loss, costs, expenses, damages, claim or proceeding (including legal costs) arising in respect of personal injury or sickness or death of any person or arising in respect of any injury or damage to any property, real or personal to the extent such liability, costs, expenses, damages, loss, claim or proceeding arises in any way whatsoever from the wilful or negligent acts of or omissions on the part of the Hirer or any employee, contractor, agent, licensee or invitee of the Hirer except to the extent such liability, loss, claim or proceeding arises by reason of an act or omission of the Centre or the State or their respective officers, employees, agents or contractors.

Neither the Centre nor the State shall 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 arising out of or by reason of the use of the Venue or its facilities or the conduct of the Centre except where the death, injury, damage or loss results from a negligent act or omission of the Centre or their respective employees or agents.

For no Event shall the State or the Centre be liable for loss of profit or consequential damages to the Room. The Hirer must ensure that it and its guests comply with any directions given by the Centre staff relating to the rules and regulations or directions with regards to fire and safety precautions.

Damage to the Centre's building, property or facilities related to a specific Event is the responsibility of the Hirer and will be charged at replacement or repair costs.

## **INSURANCE**

When requested by the Centre, the Hirer shall take out and keep current during the Event, public liability insurance with a reputable insurer to cover its own legal liability and noting the interest of the Centre in the amount of not less than \$10 million per claim and unlimited in the aggregate and provide upon request evidence of currency of insurance no less than fourteen calendar days prior to the Event.

The Customer shall also ensure that any performers or acts engaged by the Hirer shall have public liability insurance with a reputable insurer for the amount of at least \$10 million to cover the performers' or acts' legal liability and shall, upon request, provide evidence of currency of such insurance to the Falcons Function Centre fourteen days prior to the Event.

## **TERMINATION**

The Centre may terminate the Event and any future Events which have been booked immediately upon giving notice to the Hirer if:

- a) The Hirer breaches any provision of the Centre's Terms and Conditions of Use and cannot, or does not, rectify these immediately;
- b) The Hirer alters the purpose of the Event without written approval from the Centre;
- c) The Venue becomes aware of conditions, which upon holding of the Event, could jeopardise public safety or order or involve an unacceptable risk of personal injury or damage to property. Where the Centre terminates the Event, the Centre shall not be liable to the Hirer for any loss or damage suffered by the Hirer by reason thereof.

**Football Fixtures:** Bookings that are made to take place during the Football Season are booked with the understanding that all Event Bookings are reviewed when the AFL and WAFL fixtures are released, and rescheduled to a date agreeable by both parties.

**Football Finals Season:** Bookings that are requested to take place during the Football Finals Season can only be offered tentatively by the Function Centre until all Finals matches at the Venue are determined by the WAFL.

## ACCEPTANCE

I acknowledge I have read and do accept the Terms and Conditions above.

Signature.....

Name.....

Date.....

I am authorised to accept these terms and conditions on behalf of.....(Company name )

## DEFINITIONS

Associated Persons	Persons invited by the Hirer to attend the event.
Caterer	The person or organisation independent of the Falcons Function Centre that has the sole purpose of providing catering service to the hirer.
Event / Function	A booked event that the Hirer is managing.
Facilities	The equipment and services that are provided to the Hirer to run the event, this excludes catering services.
Function Centre Staff	Staff employed to administer the Function Centre.
Hirer / Customer	The person or organisation that has made a booking with the Function Centre.
Hirer's Staff	Staff employed by the Hirer for the sole purpose of running the event.
Venue	The rooms and areas available for hire at the Falcons Function Centre.