



VENUE HIRE TERMS & CONDITIONS

DEFINITIONS

1. "HIRER" means the person or body specified in the Venue Hire Application Form.
2. "VENUE" means the Room or Area chosen to Hire as per the Venue Hire Application form.
3. "THE ROCKS" is THE ROCKS Ministry Inc.

PROVISIONS OF SERVICE BOOKINGS

4. Applications are done via submission of the Venue Hire Application Form online.
5. All Venue Hire fees must be paid in full, two weeks prior to the proposed event date.

LIMITS OF HIRE

6. The HIRER shall only be entitled to use the VENUE of THE ROCKS on the date set out in the application to hire and THE ROCKS reserves the right to permit any other portion(s) of THE ROCKS Building to be hired for any other purpose at the same time.
7. HIRER shall not assign the right of use of the VENUE to any person, organisation or body.
8. Any officer, employee or agent of THE ROCKS shall be entitled to free access to any and every part of the building at all times.
9. No refunds will be given to HIRER who finishes the event prior to the designated times.
10. Penalty for staying in the VENUE longer than the agreed time, will incur the hourly rate per additional hour.

BOND

11. Unless agreed in writing by the Venue Manager of THE ROCKS, a security bond equivalent to 20% of the total hire cost plus GST is payable by the HIRER to THE ROCKS upon acceptance of Application to Hire as a guarantee of fulfilment of these terms and conditions and as security against damage to the building or any fittings and furniture contained therein. The HIRER shall be liable to pay any further amounts in excess of such Bond to meet the full costs of any damages or excessive cleaning, as determined by THE ROCKS. The HIRER will be contacted and will be required to pay any extra costs associated with damage or breakages to the VENUE, its fittings and contents.
12. If THE ROCKS determines there is no breach of the conditions of usage or damage to the building or any fittings or furniture therein or excessive cleaning, the Bond will be returned to the HIRER within 14 days of usage of the premises.
13. All breakages or damage must be reported to Venue Staff.

CANCELLATION OF BOOKINGS

14. The HIRER agrees to accept cancellations from THE ROCKS and waives the right to make any claim by law or in equity, for loss or damage in consequence thereof.

15. In the event that THE ROCKS has to cancel a booking, the full amount of any deposit paid and/or Hire fees, will be refunded within five working days to the Hirer.
16. The HIRER must give THE ROCKS at least 14 days written notice should the HIRER need to cancel a booking otherwise charges will apply. If the HIRER fails to give 14 days written notice, a fee equivalent to 50% of the total Venue Hire (including extras) fee will be charged.

MINIMUM BOOKING TIME

17. The minimum booking time for THE ROCKS is 3 hours and fees applicable will be based on a minimum three-hour booking time.

FOOD AND BEVERAGES

18. No food is allowed to be taken into or consumed in the Auditorium.
19. Only water is allowed in the THE ROCKS Auditorium.
20. Alcohol is absolutely prohibited on the entire THE ROCKS premises.
21. Alcohol CANNOT be SOLD, regardless of any license that might be available by the HIRER.

SALES

22. No food or beverages or merchandise of any kind is permitted to be sold by the HIRER, its servants or agents or guests without prior written approval from the THE ROCKS Venue Manager.

THEMING and STYLING

23. The HIRER must not mark, damage or make alteration to any part of the VENUE or erect or install any fixtures, fittings or other attachments.
24. Decorations may not be placed or affixed in any way that may cause damage to any part of the VENUE. The HIRER must request permission from THE ROCKS to affix any decorations.
25. THE ROCKS reserves the right to not permit the affixing of decorations or any items at its discretion.
26. Where a HIRER has been approved to affix decorations, at the conclusion of the event, the HIRER must remove all decorations and will be responsible for all costs associated with the repair of any damage to the VENUE caused by the affixed items.

BUMPING IN AND OUT

27. Scenery, property and accessories pertaining to any booking will not be permitted in the VENUE earlier than the first day of hire.
28. Scenery, property and accessories shall be cleared from the VENUE immediately at the conclusion of the final performance.

ELECTRICAL EQUIPMENT

29. All external electrical leads must have current service test tags displayed at all times. Electrical leads must not be used where current tags are not displayed.
30. Fire exits must be kept unlocked and clear of obstacles for a distance of two metres at all times. The HIRER shall keep each corridor, passage and exit in the VENUE clear of obstructions and ready for use in any emergency. It is the responsibility of the HIRER to observe all VENUE signage relating to fire and safety precautions.
31. Emergency fire equipment including fire extinguishers and hoses must only be used in the event of an actual emergency. Any use of these devices resulting in a false alarm and subsequent callout by the WA Fire & Rescue Service will result in a fine of \$1,000 which will be charged to the HIRER.

32. Naked flame is not permitted in the centre at any time unless permission is given by the THE ROCKS Venue Manager.

FIRST AID SUPPLIES

33. It is the responsibility of the HIRER to provide first aid supplies and administer any first aid they feel necessary during an event.

OBSERVATION OF LAWS

34. The HIRER shall conform to all requirements of the Health Act, Local Government Act, and any Local Law/By-Law or Regulations and shall be liable for any breach of such Acts, Local Laws/By-Laws or Regulations. All other statutory rules, provisions and regulations of the Commonwealth of Australia or State of Western Australia for the time being in force must be complied with by the HIRER and their servants and agents and users.
35. Venue Hire agreement will be governed by the law of Western Australia.
36. Every consideration and effort must be made by the HIRER during the use of THE ROCKS and/or on vacating the area, to not disturb the amenity of residents who live near the facility.

INSURANCE

37. The HIRER must provide evidence of at least \$20 million Public Liability Insurance cover for the Hire period, and a certificate of currency is to be submitted with the completed Venue Hire Application Form.
38. The HIRER shall be liable for, and will indemnify THE ROCKS against, any claim, loss, damage or injury to any person or property arising from the Hire of the Venue and workers compensation insurance.

RISK MANAGEMENT

39. The HIRER agrees to carry out any instruction or direction given by THE ROCKS in regard to complying with Workplace Health and Safety legislation including participating in an Induction Session prior to the commencement of the event.
40. At no time does THE ROCKS accept any responsibility for the security or safety of the HIRER's property.
41. It is the responsibility of the HIRER to ensure that children attending an event are supervised by adults at all times.
42. The HIRER agrees to abide by the selected VENUE's maximum capacity guidelines, at all times, as set by the Fire Safety Authority and Council. THE ROCKS will not be held responsible for any criminal charges or repercussions that could arise where the HIRER has failed to comply with these guidelines.

INFRINGEMENT OF COPYRIGHT

43. The HIRER shall indemnify THE ROCKS against any infringement of copyright or performance rights in connection with the performance of any artistic, musical, literary or dramatic work in the facility.

INDEMNITY

44. The HIRER agrees to indemnify and keep indemnified and to hold harmless THE ROCKS and its servants and agents from and against all actions, costs, charges, expenses and damages whatsoever which may be brought or made or claimed against the HIRER, its servants and agents arising out of or in relation to the hire of THE ROCKS.

SMOKING

45. THE ROCKS Church is a smoke free zone. Smoking is not permitted inside any part of the building or on THE ROCKS property.

USE OF KITCHEN

46. THE ROCKS Kitchen is available to the HIRER for the preparation of food and drink in accordance with current Western Australia's laws on food hygiene and safety.
47. Open flame cooking is prohibited. Should fire alarms be activated through breach of this condition, the charges incurred as a result of Fire Brigade attendance will be the sole responsibility of the HIRER.
48. The use of portable cooking appliances connected to gas bottles is strictly forbidden within the THE ROCKS building.
49. The HIRER is responsible to ensure that the kitchen is kept in a clean and serviceable condition. Kitchen appliances are to be cleaned, food particles removed, benches wiped and floors swept and mopped. A cleaning fee will be charged if the kitchen is not left in a clean and tidy condition.
50. The HIRER must bring personal crockery, cutlery and glassware. Items in the drawers and cupboards belonging to THE ROCKS are not to be used.
51. The use of utensils and kitchen appliances by the HIRER is limited to the following items only:
 - a. Oven
 - b. Microwave
 - c. Hot Water system (Birko Wall Unit)
 - d. Water Fountain
 - e. Kitchen Sinks
 - f. Benches
 - g. Tables and Chairs in the cafe area
 - h. Sponge and liquid detergent for washing
 - i. Fridge (only if there is space available, and must be distinguished from items belonging to THE ROCKS)
52. Any damages or unserviceable appliances are to be reported to the Venue Staff immediately.