2022

# Perth City Farm Venue Hire Information & Conditions of Hire

## 1. Perth City Farm Venue and Areas

- BARN (a warehouse-style building), has an adjoining COURTYARD (surrounded by established gardens), and a COMMERCIAL KITCHEN consisting of two double glass door fridges, commercial oven, and dishwasher.
  - a. The Barn has a capacity of 200, and 150 people when seated.
  - b. The Courtyard on its own has a capacity of 300
  - c. Both Barn & Courtyard can accommodate up to 500 when both in use at same time
- ART ROOM (a warehouse-style building with windows and roller doors), two display fridges, adjoining small courtyard/garden, and a small verandah.
  - a. The Art Room has a capacity of 200, and 150 people when seated.
  - b. Fridges/freezer are NOT to be moved out of the Art Room area. They can be moved around the room.
  - c. Do not block interior air vents when filling fridges OR block ventilation outlets on top of fridges.
- COMMUNITY ROOM has a gas and an electric commercial oven and dishwasher. a. The Community Room has a capacity of 50
- TOILETS can accommodate up to 230 people.
  - a. Toilet paper will be supplied & stocked to capacity by PCF before your event
  - b. For events with more than 230 guests, portable toilets will be required, organised, and paid for by the hirer.
  - c. 1 portaloo is needed for every 50 guests over 230 limit.
- Perth City Farm is a working production farm as such the overall appearance is not static and may undergo some changes from time of booking. Do not rely on furniture and equipment from the site for your event unless specifically stated on your invoice.
- Perth City Farm reserves the right to re-post and re-distribute photos of our venue that reach social media.

## 2. Bookings, Bond, and Deposits

- Applications for hiring venues at Perth City Farm (PCF) must be completed and sent via email to bookings@perthcityfarm.org.au
- A completed booking form detailing the nature of the event and activities to be conducted on the premises during the period of hire is required.
- Number of guests must be stated on booking form. If numbers increase, PCF must be informed immediately. Depending on the nature of the event an event management plan may be requested. Noise management, security, toilets, and power must all be address in such plan.
- A venue booking is only confirmed when the <u>non-refundable</u> deposit of 35% is received.
- The balance must be paid in full 60 days before the venue hire. If you are booking within this period, full payment is required up front.
- By accepting the quote and processing the payment you are agreeing to the terms and conditions of our hire.
- A refundable security bond will be charged and refunded after the event should the premises be left as it was found.

## 3. Cancellations / Change of Date

- If a hirer cancels a booking 60 days or more before the event, the hirer forfeits the non-refundable deposit.
- If a hirer cancels a booking less than 60 days before the event, the hirer forfeits 100% of the hire cost, less any bond paid.

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- If a hirer needs to change the date of the event, 60 days or more before the original event date, a \$220 (inc GST) date change fee will be charged. If you move to a date/package of a higher value, you will also need to pay the difference in price. If you move to a date/package of a lower value, you will not be refunded the difference in price. \*
- If a hirer needs to change the date of the event, less than 60 days but more than 30 days before the original event date, a \$550 (inc GST) date change fee will be charged. If you move to a date/package of a higher value, you will need to pay the difference in price. If you move to a date/package of a lower value, you will not be refunded the difference in price. Please note the whole invoice balance must be paid. \*
- If a hirer needs to change the date of the event, less than 30 days before the original event date, a \$1000 (inc GST) date change fee will be charged. If you move to a date/package of a higher value, you will also need to pay the difference in price. If you move to a date/package of a lower value, you will not be refunded the difference in price. Please note the whole invoice balance must be paid. \*
- All date change fees and balance of invoice (if less than 60 days before your original event date) must be paid in full before the date change is actioned. These fees are all non-refundable.
- \*\*All date changes are subject to availability
- \*\*\*Voluntary date changes can only occur ONCE

## 4. The Hirer

- The person elected as the primary contact will be the person held responsible for the booking.
- If booking on behalf of an organisation, the elected primary contact must have the authority to do so.
- The elected primary contact must be over 21 years of age

## 5. Disposal of Rubbish

- 1 recyclable and 1 general waste bin are provided.
- Extra bins may be ordered through PCF for a small fee. All extra rubbish must be removed from site.
- All rubbish must be separated into recyclables & landfill.
- NO food must be left onsite unless otherwise agreed in writing.
- Please note that PCF does not provide bin bags for use by the hirer.
- The hirer must leave the venue free of rubbish at the conclusion of the hire period.

## 6. Cleaning

- Use of confetti is prohibited unless otherwise agreed in writing.
- The hirer is expected to pick up all rubbish, food, or cigarette butts.
- All fridges must be left clean and free of food or drink and left ON.
- PCF is for reasonable surface cleaning, sweeping, and mopping of the floors.

## 7. Perth City Farm Personnel

- No staff will be present during after-hours events. An emergency phone number will be provided. Should this number be used for reasons that are no fault of PCF, a call out fee will be deducted from the bond.
- Security personnel will visit the site to perform security checks throughout the evening to ensure appropriate behaviour and care of the premises.

## 8. Liquor and Refreshment

- The hirer shall not sell any liquor, beverage, food, or refreshment on any part of the premises hired unless specifically approved by PCF and with the appropriate licenses, permits and Responsible Service of Alcohol legislative requirements.
- A copy of all certificates and licenses to be forwarded to PCF prior to commencement of event.
- For information on liquor licensing requirements see <u>www.rgl.wa.gov.au</u>.

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- The hirer shall keep PCF indemnified against all losses, expenses, liabilities, claims and damages incurred as a result of, or arising out of the hiring of the premises, and/or whether caused by an act or omission of the hirer, its servants, agents, or invitees or any other person whomsoever. PCF does not accept any liability for monies collected and/or held at the premise, or any loss or damage to equipment or personal effects of the hirers or their associates.
- PCF does not provide insurance cover to cover the hirer's expenses, personal injury of hirer or guests, liabilities, claims and damages incurred as a result of, or arising out of the hiring of the premises whether caused by an act or omission of the hirer, its servants, agents, or invitees or any other person whomsoever.
- The hirer must provide Perth City Farm with the valid Public Liability Insurance certificates held by all companies or suppliers that will access to or have equipment onsite.

#### 10. Observance of Laws

- The hirer shall comply with the provisions of all Acts and Regulations applicable to the hirer, including the Health Act, Occupational Health and Safety, Environment Protection (Noise) Regulations 1997, the Local Government Act and any regulations made there under and shall indemnify and keep Perth City Farm indemnified against all losses, expenses, liabilities, claims, and damages incurred as a result of the hirer's breach of any such Act, Local Law Statue or Regulation.
- The hirer shall be responsible for maintaining good order in and around the premises during the period of hiring.
- Emergency Exits must always be kept clear.

#### 11. Care and Damage of Premises and Equipment

- The hirer is to cause no damage to the venue spaces and surrounding outdoor areas and ensure that none of its employees, agents, contractors, and invitees cause damage to the property of PCF
- A bond payable by the hirer will be levied by PCF and will be forfeited where hirers are deemed negligent in this regard.
- PCF may carry out cleaning, rubbish removal or other such works, at the expense of the hirer, as may be required to return the premises to the condition before the hirer's use.

#### 12. Smoking on-site

- All PCF buildings are strictly non-smoking. We prefer no smoking on premises, but we can provide you with a 'Designated Smoking' sign for you to place outdoors at your discretion.
- Disposing of cigarette butts incorrectly by the hirer, employees, agents, contractors, and invitees may result in the forfeiture of the hirer's bond in full.

#### 13. Publicity

- The hirer must obtain confirmation of booking by email or in writing before publicising the use of the venue.
- The hirer shall not make any statement in any advertising, which directly or indirectly falsely implies that the use for which the venue is hired is conducted or promoted by PCF unless clear partnership arrangements have been established.

#### 14. Disputes

• Any disputes between the hirer and PCF arising from or in relation to any hiring of the premises may be referred by either party to an independent arbiter of choice who will make a determination in relation to the dispute. Any such determination shall bind all parties.

#### 15. Other limitations on using Perth City Farm venues

• The hirer must ensure that its employees, agents, contractors, and invitees comply, with all terms and conditions of PCF, including directions regarding noise levels.

- The hirer must ensure that its employees, agents, contractors, and invitees do not cause damage, disturbance, or nuisance to any person, including other users and occupiers of the land and of the adjoining land.
- Garden beds, fowl enclosures, office areas, Nursery, Farm, and resource areas of Perth City Farm remain out-of-bounds.
- Café, café verandah, café furniture and café electricity and electrical points are out-ofbounds.
- Plants, plant materials and other organic materials should not be tampered with or removed from the site.
- Additional security is required for events with large number of attendees aged 21 years and younger.
- Children are always welcome but must always be supervised by a responsible adult. Climbing in garden beds and up trees is prohibited.
- Pets are welcome but must be kept on leads and the hirer must clean up any mess.
- The hirer is responsible for ensuring that all lights and other electrical equipment used in the hired premises are tagged, safe, and turned off after use.
- All items moved must be returned their original position.

## 16. Coronavirus (COVID 19)

### 1. Lockdowns in Perth WA

Should we go into a lockdown in Perth WA which includes government restrictions that prohibits your event from happening:

- PCF will help you to change the date of your event (within a 12 month window of your original event date) without charging you a date change fee within the next 12 months
- Date changes will be subject to availability, but PCF will do their best to find something that suits you and your suppliers.
- If you move to a date or package of a higher value, you will need to pay the difference in price.
- Should you wish to cancel your event PCF will withhold only the non-refundable deposit

## 2. Voluntary date changes

If your event can still proceed under the government restrictions in Western Australia (even if it means you need to make some modifications e.g. – mask wearing, social distancing, capacity restrictions, no dancing) but you choose to change dates, our standard change of date conditions apply.

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- All date change fees and balance of invoice (if less than 60 days before your original event date) must be paid in full before the date change is actioned. These fees are all non-refundable.
- \*\*All date changes are subject to availability
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#### 3. Cancellations

- If a hirer cancels a booking 60 days or more before the event, the hirer forfeits the nonrefundable deposit.
- If a hirer cancels a booking less than 60 days before the event, the hirer forfeits 100% of the hire cost, less any bond paid.

#### 4. Impractical restrictions

Should a 50 guests or lower capacity government restrictions be put in place for your event

- PCF will help you to change the date of your event without charging you a date change fee
- If you move to a date/package of a higher value, you will also need to pay the difference in price. If you move to a date/package of a lower value, you will not be refunded the difference in price.
- Should you wish to cancel your event PCF will withhold only the non-refundable deposit

#### 5. Interstate guests, family, or vital members of the event team

If there is a covid related issue in another state of Australia that means you or your immediate family cannot get to Perth for your event,

- PCF will help you to change the date of your event and charge the applicable date change fee. (see clause 3)
- Date changes will be subject to availability, but PCF will do their best to find something that suits you and your suppliers.
- If you move to a date or package of a higher value, you will need to pay the difference in price. If you move to a date/package of a lower value, you will not be refunded the difference in price

#### 6. Government Laws and Regulations

• It is a condition of use that the hirer complies with the current laws and regulations at the time of the event.

# By accepting the quote and processing the payment – you are agreeing to the terms and conditions of our hire.

Primary Contact	
Date	
Signature	