



## VENUE/EVENT BOOKING FORM

**Please return this form to:**  
 JD Hardie Youth Zone  
 Lot 5991 Cottier Drive South Hedland WA 6722  
 ☎ (08) 9158 9371 ✉ [jd@porthedland.wa.gov.au](mailto:jd@porthedland.wa.gov.au)

### Applicant Details:

Name:

Organisation/ Club:

Category:

ABN:

Address:

Phone:

Email:

Purpose:

Number of Attendees:

Venue/Event	Day - Dates	Start Time	Finish Time
Performing Arts Room			
Conference Room			
Stadium - Full			
Stadium - Half			
Meeting Room			
Kitchen (Min 3hrs)			
The Lounge			
Music Rehearsal Room			
Recording Studio			
Arts Room			
Outdoor Courts			
Outdoor Courts with Lights			
Exclusive Use (12 hours) – Mandatory for bookings required outside of normal operational hours			
Birthday Package - ½ Stadium (max 30 children)			

### Birthday Packages

The Birthday Package includes a selection of Kids Club equipment, tables and chairs set up in party area, music and availability to set up 30mins prior to party commencement.

Childs Name

Childs Age

### Equipment Requirements

Number of Chairs		Whiteboard		PA System	
Number of Tables		Tea/ Coffee/ Water		Microphone	
Projector and Screen		Kids Club Equipment		Floor Mats	
Room Layout					

**Bond Requirements** - You may be required to pay a bond if you are booking the

venue for exclusive use, require a catering company onsite, use of additional equipment etc.



Recurring Bookings					
DAYS	VENUE	START DATE	END DATE	START TIME (include set up)	FINISH TIME (include pack up)
Mondays					
Tuesdays					
Wednesdays					
Thursdays					
Fridays					
Saturdays					

**Public Liability Insurance:**

Public Liability insurance is **mandatory** for all events organised by sporting clubs, associations, incorporated bodies and any events designed to make a profit. Hirers must provide the JD Hardie Youth Zone with copies of their current insurance policy/certificate of currency and a completed JD Hardie Hirers Public Liability Disclaimer, at the time of submitting the booking form

OFFICE USE ONLY					
Date Received: Click here to enter a date.	Processing Officer (Initial)	ITEM	HRS	RATE	FEE
Venue Availability Checked	<input type="checkbox"/>	Room 1		/hr	
Booking Confirmed with Hirer	<input type="checkbox"/>	Room 2		/hr	
Booking Uploaded to JDYz Calender	<input type="checkbox"/>	Room 3		/hr	
Request for invoice processed	<input type="checkbox"/>	Staff		/hr	
Deposit/ Bond Received and Processed	<input type="checkbox"/>	Equipment			
Staff Rostered for Event	<input type="checkbox"/>	Bond			
Hirers Public Liability Disclaimer Received	<input type="checkbox"/>	<b>Total Fee</b>			
Copy of Public Liability Insurance Received	<input type="checkbox"/>				
Final Payment Received	<input type="checkbox"/>				
Bond Refund Processed	<input type="checkbox"/>				

**NOTES:**



### CONDITIONS OF HIRE

**NOTE: All potential hirers must familiarize themselves and acknowledge these conditions at the time of completing this booking form.**

1. Application for hire of Town of Port Hedland venue, the JD Hardie Youth Zone, including furniture and property, shall be made to the JD Hardie Youth Zone.
2. The fees for the hire of the venues and facilities shall be at the rates as fixed by the Town of Port Hedland in its Annual Fees and Charges Schedule.
3. To qualify for the Community Rate as set out in the Town of Port Hedland's Fees and Charges, clubs and organisations are required to provide documentary evidence that clearly establishes that they are a Community Organisation as defined by the ATO. The Australian Tax Office (ATO) defines **community organisations** as any organisation engaged in charitable or other community based activity operating under Australian law and not established for the purpose of making a profit. This documentation may be in the form of the organisations constitution, ABN status or documentation stating their dissolution clause and or non- profit clause.
4. Bookings made outside of normal operational hours are subject to the following conditions:
  - 4.1 The venue staff shall have complete control and supervision over all means of entry and exit into the building and over the opening of doors and the admission of the public and the Hirer or his/her representative shall act under staff directions in this respect at all times.
  - 4.2 Fees and Charges for outside normal operational hours will mostly include a minimum staffing standard of one level 1 and one level 2 staff member. Any exception to reducing these staffing levels is at the discretion of the JD Hardie Supervisor who will take into consideration if the hirer has an ongoing, frequent hire arrangements with the JD Hardie (noting that the purpose of the out of hours booking must be consistent with the regular booking purpose) and the event is identified as being closed to the public. In such instances, the venue Supervisor will determine, after consideration of safety and operational / customer service requirements, whether to operate the facility with one Level 2 staff member for the booking.
  - 4.3 Irrespective of the hirer's previous relationship with the venue when the event is determined by the JD Hardie Supervisor as being open to the broader public the minimum staffing standard required will include one level 1 and one level 2 staff member.
  - 4.4 For all out of hours bookings, the JD Hardie Supervisor will be responsible for determining the required staffing levels.
5. When a cancellation occurs the hirer is required to notify the JD Hardie Youth Zone in writing a minimum of 7 days prior to the hire period.
6. All fees must be paid at least 14 days prior to the date of the hire period unless the hirer is an approved creditor with the Town of Port Hedland.
7. When hiring the venue for exclusive use, a bond must be lodged as a guarantee that the venue and its facilities will be left clean and tidy and in an undamaged condition. The bond will be refunded subject to compliance with all of the conditions listed herein.
8. Caterers and persons responsible for hiring must ensure that the area(s) used maintained according to Environmental Health Standards and are left in the same condition as they were found. **Any extra cleaning of kitchens, toilets or floors etc. will result in a fee being be deducted from the bond.** The hirer needs to return all equipment to where it was found. If the cost of repair exceeds the bond amount, the hirer will be charged the additional costs.
9. The Town of Port Hedland may, at any time, cancel any agreement for hiring of any venue. Such action would only be taken in the event of extreme necessity; notice of cancellation would be given at the earliest possible date and the amount paid by way of deposit and/or hire charge refunded.
10. Bookings are only secured once all paperwork associated with the booking has been completed and a deposit or bond have been paid.
11. Public Liability Insurance is required and a copy of the Certificate of Currency to be attached to this form if the hirer is an incorporated body, company, association or other corporate entity, the hire is for the purpose of making a profit or if the casual hirer uses the Town of Port Hedland facility more than twelve times per annum in total.
12. The Town of Port Hedland has an insurance policy arranged through the Local Government Insurance Services and affected with the Local Government Insurance Fund which provides insurance protection for casual hirers of Town of Port Hedland owned and operated facilities.
  - This insurance is intended to cover a casual hirer's legal liability to pay compensation in respect to claims made against the casual hirer arising out of the hire of the facility. **It does not extend to private cover for activities e.g. badminton, aerobics, dancing and the like.** If a hirer is intending to conduct these types of activities it is advisable to purchase insurance independent of the Town of Port Hedland.
  - Where the claim arises out of the building or facility e.g. someone slipping or tripping on a mat etc., the casual hirers liability policy will provide protection for the hirers legal defence cost and legal liability to pay compensation.
13. When considered desirable by the Supervisor of the Centre, the hirer may be asked to provide a sufficient security personnel at their expense for the duration of the function.
14. Hirers are required to ensure that adequate medical and first aid equipment is available throughout the duration of the hire period.



15. The hirer of the venue shall comply with the provisions of the Health Act and any other relevant Act in force. If, in the opinion of the Town of Port Hedland or a duly authorized officer of the Town of Port Hedland, all necessary actions have not been taken to comply with the statutory requirements, the Town of Port Hedland or duly authorized officer may, prior to or during the function, forbid or prevent the continuing use of such buildings.
16. In the event of the use of the hall being forbidden or prevented under the preceding clause, the hirer shall forfeit all amounts paid for the hire as if the hiring had been fulfilled and the Town of Port Hedland shall not be responsible to the hirer for any loss or damage incurred by the hirer.
17. No person shall in any way damage, mark or deface any wall, door, furnishing or fixture which forms part of the hired venue or immediate surrounds.
18. **ALCOHOL IS NOT PERMITTED.** No liquor, as defined in the Liquor Licensing Act 1988 shall be brought into or consumed in any portion of the venue.
19. **SMOKING IS NOT PERMITTED** within any enclosed area within the Town of Port Hedland. An enclosed area is defined as any area which features a roof and at least two walls. Any person or group found to be in breach of this will be issued and infringement. **In addition, please do not smoke within 10 metres of the venue entrances**
20. No offensive impersonations or anything deemed likely to produce disturbances; riot or breach of the peace shall be permitted within each venue. The hirer shall maintain good order and behaviour within the property and shall be solely responsible for compliance with these conditions and for meeting the costs of any damages or loss of equipment.
21. Any authorized representatives of the Town of Port Hedland shall at any time be permitted free access to the venue and shall be given every facility for the enforcing of these conditions.
22. In the event of any breakdown of services, utilities etc. no responsibility will be accepted by the Town of Port Hedland, but the Town undertakes to exercise reasonable care and precaution in this regard.
23. The hirer shall assume responsibility for the venue and its contents on the date of such hire, at all times after the initial opening as required by the hirer. Responsibility for the venue will remain the responsibility of the hirer until the agreed finish time occurs.
24. Electrical extension cords or appliances that will be plugged into any power socket at the JD Hardie Youth Zone facility must be tagged and recorded as inspected by a qualified electrician. Hirers are to ensure that the test is current before operating. If the cord or equipment is not tagged or is not dated current the Hirer is instructed not to use.
25. **The number of persons attending the function shall not exceed the number as nominated on the Booking Application Form.** In no circumstances shall the number of persons exceed the total number permitted for that type of function in that particular premise.
26. The nominated hirer who has applied for the use of the facility is solely responsible for the conduct of all persons and any event or happening at the facility for the duration of the hiring period.
27. The hirer shall indemnify and keep indemnified the Town of Port Hedland from any claim or demand arising from or in relation to any act, omission, damage, loss, charge, liability, outgoing, payment, expense, cost or the like of any party.
28. The hirer shall not commence any action, notice, demand, proceeding or make any claim of whatsoever nature against or to the Town of Port Hedland and shall not hold the Town of Port Hedland liable for any loss, damage, charge, liability, outgoing, payment, cost or expense in relation to the hire or use of the facility.
29. The indemnity referred to in Clause 31 is effective notwithstanding that the party claiming the loss, damage, charge, liability, outgoing, payment, expense or cost may not have been at or on the facility by the invitation or knowledge of the hirer.
30. The hirer acknowledges that the insurance, if any, of the Town of Port Hedland in relation to the facility or otherwise may not be sufficient to protect either the Town of Port Hedland, the hirer or any other person in relation to any act, omission, conduct, happening or event at the facility for the duration of the hire period or at any other time.
31. The hirer is responsible for obtaining the appropriate license/s if music is going to be used during the booking. These can be obtained through the Phonographic Performance Company of Australia (PPCA) & the Australasian Performing Right Association (APRA). For more information please refer to their websites: [www.pcca.com.au](http://www.pcca.com.au) & [www.apra-amcos.com.au](http://www.apra-amcos.com.au).
32. Any noise generated at events should not unreasonably impact upon nearby residents by exceeding 'assigned levels' under the Environmental Protection (Noise) Regulations 1997. Under certain circumstances, where it is known that music noise (i.e. Concert) will exceed 'assigned levels' you may need to obtain a non-complying event approval.

#### DECLARATION

I have read, understand and agree to abide by the Conditions of Hire.

**Applicants Name:**

**Applicants Signature:** \_\_\_\_\_

**Date:**



# Town of Port Hedland Premises Hirers Public Liability Disclaimer

This Disclaimer is required to be completed by any hirer of  
Town of Port Hedland premises.

### Details of Hire

Name of Hirer / Group Hiring Premises:

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Premises:

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Hire Period (Date and times):

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Do you confirm that the person or group of persons hiring the Town of Port Hedland premises **IS**  
**NOT** a sporting body, school, club, association, corporation, incorporated body or hiring for  
commercial or profit based activities?

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Is your hire of this or any other Town of Port Hedland premises no more frequently than once  
(calendar) month?

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If you answered YES to all the above questions, you are a **Casual Hirer**. Please refer to Clause 1.1 for your Public Liability Requirements for Hiring a Town of Port Hedland Premises.

If you answered NO to any of the above questions, you are an **Excluded Hirer**. Please refer to Clauses 2.1, 2.2 and 2.3 for your Public Liability Requirement for Hiring a Town of Port Hedland Premises.

### **Acknowledgement by Hirer**

The Hirer acknowledges to have read and understood this document.

Signature of Authorised Person of Hirer:

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Name of Authorised Person (print):

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Date:

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## Public Liability Requirements for Hiring Town of Port Hedland Premises

### 1. Casual Hirer

#### 1.1 Casual Hirer Liability

If you have been defined as a Casual Hirer, you shall be covered by the Town of Port Hedland Casual Hirer's Liability Insurance against claims by any person as a result of:

- (a) any damage to property; or
- (b) death of, or personal injury to, a person,

that occurs during the hire period due to the negligence of the Hirer.

Therefore, the Hirer need not, if the Hirer does not wish to do so, take out its own Public Liability Insurance.

### 2. Excluded Hirer

#### 2.1 Excluded Hirer Liability

If you have been defined as an Excluded Hirer, you **must** take out Public Liability Insurance in the Hirer's name for the Hire Period.

The Hirer **must** provide the Town of Port Hedland with a copy of the Hirer's insurance policy (Certificate of Currency), prior to use of the premises.

#### 2.2 Town of Port Hedland not liable for Excluded Hirers

The Hirer acknowledges and agrees in respect of each Excluded Hire that:

- (a) the Town of Port Hedland's public liability insurance will not cover the Hirer; and
- (b) none of the Town of Port Hedland and the Excluded Persons are liable for any loss, damage, death, injury (including loss of or damage to property) of the Hirer or any other person that occurs during the Hire Period, except where due to the negligence of the Town of Port Hedland or an Excluded Person.

#### 2.3 Benefits of Excluded Persons

The term "Excluded Person" means:

- (a) any employee or officer of the Town of Port Hedland;
- (b) any agent or independent contractor of the Town of Port Hedland;
- (c) any voluntary worker who is carrying out honorary or unpaid duties or tasks for the Town of Port Hedland; or
- (d) any other person for whom the Town of Port Hedland is vicariously liable.

The Hirer acknowledges that for the purposes of this Clause 2.3:

- (a) the Town of Port Hedland is, and shall, act as agent or trustee on behalf of and for the benefit of each Excluded Person; and
- (b) each Excluded Person is deemed to be a party to this document and to have the benefit of this document.