# Perth City Farm Venue Hire Information & Conditions of Hire

#### 1. Perth City Farm Venue

- Hire of our venue includes the Barn (a warehouse-style building 18m x 12m), adjoining courtyard (surrounded by established gardens 19m x 10 m), and a commercial kitchen.
- The hire of the venue excludes the Art Room, Café, Perth City Farm production areas such as Nursery, Work Sheds and office spaces. Unless prior arrangements are made these areas are prohibited. Having their bond forfeited will penalize any hirer that fails to comply with this.
- The Barn has a capacity of 200, and 150 people when seated. The Courtyard on its own has a capacity of 200 but when hired with the Farm Barn can accommodate up to 500.
- On-site toilets can accommodate up to 230 people. For events with more than 230 guests, portable toilets will be required.
- It is a requirement for events of more than 200 people, that Perth City Farm are made aware of the type of
  event and a proposal be submitted that clearly details the event. This requirement is related to noise
  management, security, toilets and power.
- Please note that the Perth City Farm is a working production farm and the overall appearance of the Perth City Farm is not static and it may undergo some changes from time of booking. Do not rely on furniture and equipment from the site for your event unless specifically included in your hire.
- Bookings are taken for venue hire only; tables, chairs and other items are not provided or available for hire from PCF
- Perth City Farm reserves the right to re-post and re-distribute photos of our venue that reach social media.

# 2. Booking, Charges, Bond and Deposits

- Applications for hiring venues at Perth City Farm (PCF) is done via email to bookings@perthcityfarm.org.au or by a telephone enquiry 9325 7229.
- By accepting the quote and processing the payment you are agreeing to the terms and conditions of our hire. You will also be required to sign an agreement before the event detailing the use and care of the property. PCF will require the hirer to provide a completed booking form detailing the nature of the event and activities to be conducted on the premises during the period of hire
- A venue booking is not confirmed until PCF has received a <u>non-refundable</u> deposit of 25% of the hire fee plus GST
- Venue Hire balance must be paid in full 60 days before the venue hire. If you are booking within this period, we will require full payment up front.
- A cleaning fee will be charged and will be reflected on the quote/invoice
- The agreed bump out time must be adhered too. Failure to do this will result in the loss of all or part of your bond
- A refundable security bond will be charged. Please supply your bank details so the Bond can be refunded after the event should the premises be left as they were found.
- Additional security is required for events with a large number of attendees aged 21 years and younger.

#### 3. Cancellations

- If a hirer cancels a booking between 60 and 30 days before the event, the hirer forfeits 50% of the hire cost, less any bond paid.
- If a hirer cancels a booking less than 30 days before the event, the hirer forfeits 100% of the hire cost, less any bond paid.

## 4. The Hirer

• The person who signs as the contact person will be the person who takes responsibility on behalf of him or herself of the named organization. This person must be over 21 years of age. The person who signs as contact person must have the authority to do so if they are signing on behalf of an organization. The contact person agrees to ensure the conditions of hire are adhered to.

## 5. Disposal of Rubbish

- It is the responsibility of the hirer to leave the premises as they found it. Failure to do this will result in the loss of all or part of your bond
- All rubbish must be separated into recyclables & landfill if utilizing Perth City Farms waste removal service. Failure to do this will result in the loss of all or part of your bond
- NO food must be left onsite unless securely in a green lidded bin
- Litter, especially cigarette butts, glass and broken crockery, left in the courtyard and or gardens is not acceptable
- Please note that PCF does not provide bin bags for use by the hirer

## 6. Cleaning

- Use of confetti is prohibited outdoors.
- It is the responsibility of the hirer to leave the premises as they found it.
- The cleaning fee does not cover the picking up of rubbish, food or cigarette butts or the cleaning out of the fridges.
- The cleaning fee is for reasonable surface cleaning. Litter, especially cigarette butts, glass and broken crockery, left in the courtyard and or gardens is not acceptable
- Failure to do this will result in the loss of all or part of the bond.

## 7. Perth City Farm Personnel

• No staff will be present during after-hours events. However, our security personnel will visit the site to perform security checks, and again after lockup to ensure the site is locked up and alarmed correctly.

#### 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. For information: <a href="www.rgl.wa.gov.au">www.rgl.wa.gov.au</a>. A copy of all certificates and licenses to be forwarded to PCF prior to commencement of event.

#### 9. Refrigeration and other Equipment

• Perth City Farm can provide for use by the hirer of the kitchen one double door commercial fridge that is located in the commercial kitchen. All fridges must be left clean and free of food or drink.

#### 10. Insurance

- 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.

# 11. 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, 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 be kept clear at all times

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

- This includes the venue spaces and surrounding outdoors area and equipment belonging to PCF. The hirer is responsible for all damaged equipment in the hired premises including furniture, fittings, walls and floors during the hire period. A bond payable by the hirer will be levied by PCF and will be forfeited where hirers are deemed negligent in this regard.
- The hirer must ensure that event participants or clients keep off all garden beds at all times and that the fowl enclosures, office areas, and resource areas of Perth City Farm remain out-of-bounds. Plants, plant materials and other organic material should not be tampered with in any way and must not be removed from the site. Except for fair wear and tear, the hirer shall be liable to PCF for any damage to premises, animals or gardens, or to any fittings, equipment, furniture, or other property, which occurs during the hire. 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.
- 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 property and equipment brought onto the premises by the hirer must be removed from the premises immediately upon vacating the space or at a date that was mutually agreed by PCF. Any property not removed may be disposed of by PCF at the cost to the hirer.
- Any PCF items that are borrowed off the site MUST be returned to its original place. Failure to do this will
  result in the loss of all or part of your bond as it costs us personnel to move items back.

#### 13. 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 on premises by the hirer or any of the hirer's guests may result in the forfeiture of the hirer's bond in full.

#### 14. 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.

#### 15. Disputes

 Any disputes between the hirer and PCF arising from or in relation to any hiring of the premises from the Term and Conditions of Hire may be referred by either party to an independent arbiter of choice for determining whose decision shall be binding on all parties.

#### 16. Children

 While children are always welcome at Perth City Farm, children must be supervised at all times by a responsible adult

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

- Other limitations are based on the possibility of there being an adverse impact on other organisations, patrons in the buildings or within the site, neighboring organisations and East Perth residents. This includes, but is not limited to: Excessive noise; Antisocial and illegal activities, i.e. consumption of alcohol, illegal drugs, offensive language, display of offensive material, and racial vilification; Impediments to the free movement of pedestrians, including those with disabilities; Impediments to emergency access/egress, including vehicles and potential damage or defacement to structures and facilities.
- The Perth City Farm has residential neighbors that are impacted on by excessive noise from hire of the venue and it is necessary that a noise management plan be followed as required.

By booking our venue, you agree to these terms and conditions and will be required to sign an agreement prior to your event.