MT FLORA WATER TOWER
TERMS AND CONDITIONS OF HIRE

1. PURPOSE OF MT FLORA WATER TOWER

1.1. The Mt Flora Water Tower is available for hire for the purpose of marriage ceremonies.
1.2. This venue is not available for hire for parties or recreational use.
1.3. The Water Tower is licensed to accommodate 50 persons only.

2. APPLICATIONS/BOOKINGS

2.1. All applications must use the official 'Application for Hire' form.
2.2. Your booking has been confirmed once the City of Stirling has received full payment and you have received a letter of confirmation.
2.3. When deciding what the booking times will be, hire groups need to include setting up, packing away and cleaning time.
2.4. All hire groups must exit the Water Tower by the finishing time they have nominated. The finishing time you nominate will be the time another group can be booked into this space. Extra time will incur a fee.
2.5. Bookings may be made in advance for three months.
2.6. City of Stirling reserves the right to give thirty (30) days written notice to cancel any booking for council business or due to unforeseen circumstances.
2.7. Submission of the official application form does not guarantee that the booking will be approved.
2.8. The City of Stirling reserves the right to approve bookings that are in the best interest of the City and its ratepayers.

3. CHARGES

3.1. All times booked will be paid for.
3.2. Costs of hire and fees are in accordance with the current Fee Schedule.

Casual Users:

3.3. For cancellations of functions fourteen (14) working days **written** notice is required. Cancellations with less than 14 days notice will still be charged the full hire fee.
3.4. The hirer may make application to transfer to another date without forfeit depending on circumstances and the availability of the facility.

Permanent Users:

3.5. Notice of permanent termination of bookings/activities is required in writing, **30 days prior to termination date**.
3.6. For one-off cancellations, fourteen (14) working days **written** notice is required. Cancellations with less than 14 days notice will still be charged the full hire fee.
3.7. The hirer may make application to transfer to another date without forfeit depending on circumstances and the availability of the facility.

4. PAYMENT CONDITIONS

4.1. Full payment is required 7 days prior to your function.
4.2. Payments can be made as per invoice payment methods.
4.3. Under no circumstances will access to the space be granted if payment is not received prior to the booking date.

5. KEYS/SECURITY

5.1. Keys can be collected from the Booking Officer between 9.00am - 5:00pm on the working day prior to the event and must be returned on the next working day after the event to the following address:

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City of Stirling
Stirling Libraries – Karrinyup
Davenport Street
Karrinyup WA 6018

5.2. It is your responsibility to maintain the security of these keys.
5.3. A charge of $25.00 per day will accrue for the late return of keys.
5.4. You will be charged an additional $50.00 if any key is lost and must be replaced.
5.5. The hirer is responsible for locking up after the activity/event.
5.6. You may be responsible for either an insurance claim or a security check fee if you are found to have been negligent.

6. CLEANING/DAMAGES

6.1. The hirer must supply their own cleaning equipment and material.
At the conclusion of the function/sessions the Hirer shall:
6.1.1. Leave the Water Tower in a clean and tidy condition.
6.1.2. Remove all decorations (including materials used to support, hang, or affix the decorations) from the building.
6.2. If there is any damage done to the Water Tower during your hire it must be reported to the Booking Officer as soon as possible.
6.3. You are liable for any costs associated with the report of damaged items or additional cleaning costs.

7. RESTRICTIONS

7.1. The Mt Flora Water Tower may be hired between the hours of 7am and 8pm.
7.2. All City of Stirling facilities maintain a smoke free environment. Smoking is strictly prohibited on the Water Tower or outside the building within 10m of any entry/exit doors.
7.3. The selling or serving of alcohol is strictly prohibited. No alcohol may be consumed on the premises.
7.4. Live bands are strictly prohibited.
7.5. Smoke machines are strictly prohibited.
7.6. No open flames are permitted on the Water Tower. This includes, but is not limited to lighters, matches, candles and incense sticks.
7.7. Confetti or similar materials are not permitted either on or outside the Water Tower.
7.8. Helium balloons are not permitted on the Water Tower. Hirers of reserves and facilities cannot release helium balloons at events hosted by or approved by the City of Stirling.
7.9. Vehicles must only use the parking bays provided or the fenced, grassed, areas to the left once through the entry gate.
7.10. Noise levels must comply with The Environmental Protection (Noise) Regulations 1997. Further advice may be obtained from the City of Stirling Environmental Service contact 9205-8555.

8. CITY OF STIRLING RESPONSIBILITIES

8.1. The City of Stirling will take every reasonable care and precaution to ensure that all utilities, services and equipment are in proper working order, but will not accept responsibilities for breakdowns beyond their control.
8.2. The City of Stirling will make every effort to provide the Hirer with a clean and tidy facility.
8.3. The City of Stirling will not accept liability for any damage, theft or loss of items belonging to or the responsibility of the Hirer.

8.4. The City of Stirling Security and Rangers reserves the right to close the function at any time due to breach of Terms and Conditions, e.g., if the function exceeds capacity limit, has alcohol on the premises or any inappropriate behaviour issues.

9. HIRER'S RESPONSIBILITIES

9.1. It is the Hirer's responsibility to provide the City of Stirling with true and correct information regarding the booking on the application form and in all subsequent correspondence. Falsified, misleading or deliberately withheld information that may alter the outcome of the City's initial approval of the booking will result in the booking's complete cancellation and forfeiture of any payments made.
9.2. The Hirer is responsible for organising their own Personal Accident Insurance, Loss Insurance and other relevant insurance policies.
9.3. Hirers are responsible for any public liability in respect to their activities. The City of Stirling's public liability will only cover injury, loss or damage as a result of any proven neglect or default of the City.
9.4. If requested, the Hirer must produce a Certificate of Currency to demonstrate that they have adequate public liability cover.
9.5. Hirers are responsible for the insurance of their equipment or supplies, which must not be left or stored on the premises.
9.6. The Hirer is responsible for the behaviour of all the persons attending the booking(s).
9.7. The Hirer is required to start and finish on time and cannot access the facility outside the times on the Hire Agreement.
9.8. The Hirer is responsible for locking up after the event/activity.
9.9. The Mount Flora Water Tower is an unmanned venue and does not provide telephone facilities for external communication. The Hirer must organise their telecommunication arrangements.
9.10. The Hirer is responsible for supplying their own first-aid equipment as no first-aid equipment is provided at the venue.

9. ADHERING TO CONDITIONS

9.1. Failure to adhere to these conditions may result in cancellation of your booking.
9.2. There will be regular checks to ensure the above conditions are being adhered to.