



Shree Jalaram Mandal WA Inc WA

TERMS AND CONDITIONS

1. APPLICATIONS/BOOKINGS

- a) All applicants must be aged 18 years or over.
- b) All booking applications must be made in writing on the official application form. All information on the application must be true and correct. Set up and pack away (clean up) time must be included in the booking.
- c) Application forms must be received by email at admin@jalarambapa.com.au at least 4 days business days prior to the first booking date.
- d) Urgent Bookings excepted and only subject to availability at the discretion of SJMWA. They need to be arranged by contacting the Secretary of Shree Jalaram Mandal WA Inc (SJMWA).
- e) Application forms received with less than this notice period may not be approved. Submission of the official application form does not guarantee that the booking will be approved.
- f) The facility (area(s)) as specified on the Hire Agreement can only be accessed within the dates and times detailed on the Hire Agreement. If storage areas are required this must be stated on the application form.
- g) Any changes to the booking must be submitted in writing (i.e. via email).
- h) SJMWA reserves the right to give sixty (60) days written notice to change or cancel any booking for Mandal business or due to unforeseen circumstances.
- i) SJMWA the right to approve bookings that are in the best interest of the SJMWA and its members.
- j) SJMWA reserves the right to immediately suspend or cancel any booking in the event of health and safety issues or if the booking poses a risk to the SJMWA and its Members. Bookings will be re-accommodated where possible.
- k) Provisional bookings will only be held for five working days. Provisional bookings not confirmed within this time frame will be automatically deleted, or a deposit is required to hold the booking for a longer period of time.

2. CHARGES

- a) Fees and charges are applicable to all bookings/events and all hired time will be paid for.
- b) All fees and charges are in accordance with the current Fee Schedule, which is endorsed by the Managing Committee.

- c) The annual Fees and Charges Schedule will be subject to change and any bookings or accounts that have not been paid will incur any applicable fee increases.
- d) The Fee and Charges Schedule provides both a standard and community rate of hire for all facility hire bookings. The standard rate of hire will apply to all bookings unless the hirer can supply SJMWA with a Certificate of Incorporation or Statutory Declaration declaring the booking(s) is(are) Not For Profit, whereby the booking(s) will be charged at the community rate of hire. This is only applicable for organisations/groups and does not apply to personal bookings. Not for Profit by definition excludes businesses who charge a fee for participation.
- e) Regular bookings are available for a maximum of one year at a time effective April to March (financial year). SJMWA may request resubmission of a copy of the hirer's Certification of Incorporation or a new Statutory Declaration must be returned with the booking forms to ensure the bookings remain on the community rate of hire.

3. TERMS AND CONDITIONS OF HIRE

- a) Prior to the event an induction will be provided to familiarise the use of SJMWA equipment
- b) Strictly under no circumstances can portable burners be brought into the premises
- c) Use of all types of Confetti, Party Streamers and other types of paper rolls are prohibited.
- d) Smoke machines, foggers and dry ice are not to be used.
- e) Decorations, blue tac, tapes etc must not be fixed onto doors, door frames, walls or ceilings.
- f) The hirer must pay the costs related to additional cleaning required by SJMWA.
- g) In case of an emergency – the exit doors and rear delivery service lane are to remain clear at all times. The rear delivery service lane is to be used for delivery and pickup only. These regulations are as per the Health Department of WA and Fire & Emergency Services Authority of Western Australia.
- h) It is the hirer's responsibility to provide adequate security for any function. Details of the security company must be provided.
- i) SJMWA is not responsible for any damage done to any personal property or vehicles in the carpark.
- j) Once the carpark is full, all other attendees must park outside the facility. SJMWA will not take any responsibility for cars parked outside of the SJMWA premises. It is also up

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to the hirer to ensure that cars parked outside the premises do not contravene any laws, and are parked appropriately so as to not inconvenience the wider community.

- k) It is the responsibility of the hirer to provide adequate Public Liability Insurance for the duration of each event.
- l) SJMWA will not take any responsibility for any injury to any person(s).
- m) SJMWA reserves the right to end the function during an event should the hirer be in breach of conditions.
- n) In the event of an emergency evacuation, the Hirer must account for all his/her guests.
- o) The Hirer is responsible for supplying their own first-aid equipment as no first-aid equipment is provided at the venue.
- p) The hirer must supply their own cleaning equipment and material. It is important that the facilities are left in a clean state after every event.
- q) The hirer is required to start and finish on time and cannot access the Facility outside the times on the Hire Agreement .
- r) The hirer must have, or be able to access, a copy of the Hire Agreement at all times during the booking /event, including during set up and packdown times.
- s) The hirer must report all damage that has occurred either accidentally or maliciously to any part of the facility/area used.
- t) External doors and windows must be kept closed where possible.
- u) Hirers are responsible for the insurance of their equipment or supplies, which are stored or left at the venue.
- v) Leave the entire hired area in a clean and tidy condition (including the outside areas).
- w) Wipe and stack the tables and chairs (stacks of 10) and return them to the designated storage areas. Remove all unused food and drinks from the premises.
- x) Ensure that all windows and doors are closed and LOCKED.
- y) Turn off all lights, heaters and air conditioning.
- z) The hirer must remove all rubbish from the facility/area. The rubbish must be placed in the bin(s) provided. The recycling bin is only to be used for cardboards. If anything else is thrown in this bin, additional charges may be incurred to rectify this.
- aa) No equipment of any description belonging either to facility or any other person, group or business is to be dragged, rolled or otherwise removed across the floor areas. All equipment is to be carried or shifted with a trolley.
- bb) The stove and back splash must be left clean and free of all grease, fat, food scraps and liquids.
- cc) Regular users will hold their key(s) for the duration of their bookings and it is their responsibility to maintain security of their key(s).
- dd) It is the hirer's responsibility to ensure that the building is secured prior to leaving the premises. The hirer may be held accountable for any insurance claim or security check fee if found to have been negligent.
- ee) The kitchen benches and all equipment in the kitchen must be left clean. All stoves, ovens, fryers and stock pots must be cleaned after use. The dishwasher must be left clean and any food scraps must be removed after use. The kitchen floor must be mopped clean and dry.
- ff) For security purposes, CCTV cameras have been installed in the facility. These will not be turned off and it is up to the hirer to advise their guests of any privacy issue.

4. PAYMENT OF ACCOUNTS

Community Hirer: Payment in full is within 14 days of Booking Date

Standard Hirer: Within 72 hours of being advised of Provisional Booking Confirmation.

- a) Payments not received by due date may result in booking being cancelled.
- b) Access to the facility/area may be prohibited if payment is not received prior to the booking date.
- c) Acceptable methods of payment are cash (in person only), EFTs, EFTPOS and credit card (Mastercard or Visa).
- d) Payment can be made in person, by mail and over the phone with a valid Mastercard or Visa Card.

5. BONDS

- a. A bond as per the fee schedule will be applicable to all bookings.
- b. The bond is held against the following:
 - I. Damage to the facility or equipment;
 - II. Loss of keys;
 - III. Additional cleaning other than the allocated time and;
 - IV. Breach of conditions of hire including supplying false information.
- c. The hirer will be liable for costs for damage etc in excess of the bond deposited.
- d. A cleaning charge will apply and deducted from the Bond if extra cleaning is required.
- e) Not arming the Security System on completion of function / activity will incur a deduction of the bond.
- f) Facility hire bond will be forfeited in the event of any substantiated community complaints being received, in

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the respects of anti-social behaviour/activity attributed to patrons of the function conducted at the premise or breach of Hire terms and conditions.

- g) Bond refunds will be processed if all Terms and Conditions of Hire have been adhered to.
- h) The bond can only be refunded to the person whose name the receipt was made out to.
- i) Bond refunds will only be after a successful inspection and return of the keys.

f) Vehicles must only use the parking bays provided. No parking on the grassed areas.

- g) All deliveries/removals to the facility are to be conducted in the agreed hired time.
- h) Noise levels must comply with The Environmental Protection (Noise) Regulations 1997.
- i) Unless otherwise indicated all functions/bookings must cease at 12.00am (midnight). All music must be turned off at midnight with guest asked to leave promptly. The Hirer has until 1:00am to fully clean and vacate the premises.

6. RESTRICTIONS

- a) SJMWA maintain a "Smoke Free" environment. Smoking is strictly prohibited on any SJMWA facility.
- b) All forms of Alcohol is strictly prohibited to be consumed or brought into any SJMWA facilities.
- c) SJMWA operates a strictly Vegetarian Kitchen. No cooking of animals, fish or eggs is permitted.
- d) No open flames (eg havan etc) are permitted inside the facility without prior approved arrangements. Minimal and safe use of divas and candles excepted for décor and religious ceremonies.
- e) Helium balloons are permitted provided they are anchored.

7. SJMWA RESPONSIBILITIES

- a) SJMWA 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.
- b) SJMWA will make every effort to provide the Hirer with a clean and tidy facility.
- c) SJMWA will not accept liability to any damage, theft or loss of items belonging to or the responsibility of the Hirer.

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