

Derby - Facility Hire Form

Applicant Details

Organisation Name:								
Organisation Type: (Please select one)		Community and Non-Government				Commercial and Government		
Surname:								
Given Names:								
Address:				Suburb:			Postcode:	
Postal Address:				Suburb:			Postcode:	
Mobile number:			Home:			Work:		
Email Address:								
Contact during activity:	Name:				Contact:			

Select the Derby Facility: (Refer to Terms and Conditions attached)

AIRPORT

☐	Derby Airport		
☐	Terminal	☐	Kitchen

CIVIC CENTRE

☐	Civic Centre		
☐	Hall	☐	Bar
☐	Kitchen	☐	Grounds

COUNCIL CHAMBERS

☐	Council Chambers		
☐	Council Chambers	☐	Kitchen

Derby

Fitzroy Crossing

RECREATION CENTRE

	Recreation Centre	No Alcohol is permitted at this venue		
☐	Community Room			
☐	Undercover Courts	☐ Court 1	☐ Court 2	
☐	Outdoor Courts:	☐ Court 3	☐ Court 4	☐ Court 5
☐	Squash Courts:	<u>CANNOT be used at the following times:</u> Monday: 15:00 – 21:00 Tuesday: 15:00 – 21:00		Thursday: 15:00 – 21:00 Saturday: 08:00 – 10:00

Memorial Swimming Pool

	Memorial Swimming Pool	No Alcohol is permitted at this venue		
Attendees Details:	Adults (+16 Years)	Children (5 – 15 Years)	Under 5	
Do you have Qualified Personal overseeing the Event?	☐ Yes ☐ No	☐ First Aid ☐ Bronze ☐ Lifeguard ☐ Swim Instructors		

OVAL

	Derby Oval	☐ Oval Lights (<i>Must tick if held after 5pm</i>)		
In the case of a Large Event, please state if operational or non-operational for each night booking:	☐ Operational		☐ Non- Operational	
Lights Required at Derby Oval (Please include dates, times and power require)	☐ Yes	DATE ON:	DATE OFF:	
	☐ No	TIME ON:	TIME OFF:	
	POWER	☐ Training Session ☐ Games ☐ Event Set-Up ☐ Event		

WHARF

	Derby Wharf Covered Seating Area		
☐	Any day EXCEPT Weekends/Public Holidays	☐	Weekends/Public Holidays

YOUTH CENTRE

	Derby Youth Centre	No Alcohol is permitted at this venue	
☐	Community Room	☐	Kitchen

Details of Hire

Activity/Purpose of Booking:				
Type of Booking:	☐ Casual/One-off	☐ Regular/Seasonal	☐ Event	
Type of Event/Function:	☐ Private	☐ Community	☐ Government	
	☐ School	☐ Fundraising	☐ Corporate	
	☐ Funeral	☐ Other (please specify):		
If Regular/Seasonal: User Agreement Completed?	☐ Yes ☐ No	Copy Attached:	☐ Yes ☐ No	
Is this a Public Event? (If yes, Events Permit must be submitted)	☐ Yes ☐ No	Events Permit Application Copy Attached: ☐ Yes ☐ No	Public Liability Certificate (more than 50 people) Copy Attached: ☐ Yes ☐ No	
Description of Event if applicable: (Large Event i.e. Concert, Fair, Festival, Travelling Show, Expo, Sideshow, Circus)				
Details of Entertainment if applicable: (Bands, Activities, Amusement rides)				
Date:	From		To	
Time:	From		To	
In the event of various days or times within the date range provided, please specify:				
Number of attendees:			What ages will be attending?	
Will food be SOLD? (If yes, a Stallholders/Traders Application must be completed and submitted).	☐ Yes ☐ No	Copy Attached:	☐ Yes ☐ No	

Contact Details (For Events, functions and festivals only)

Please provide four names and mobile phone numbers of responsible adults who will be attending this event, and can be contacted in the case of an emergency

Name:		Mobile Number:	
Name:		Mobile Number:	
Name:		Mobile Number:	



Name:		Mobile Number:	
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Equipment Hire (Refer to Terms and Conditions attached)

Equipment Required:	☐ Yes	☐	Tables	QTY		☐	Chairs	QTY	
	☐ No	☐	Pop-up Gazebo			☐	Projector		
	☐	Public Address System			☐	Screen			
Date:	From					To			
Time:	From					To			

Return of Bond – Ensure to complete the **Creditor Application Form**

Bond will be returned via EFT **or** cheque. Please select preferred option:

EFT	
Account Name:	
BSB:	
Account Number:	
CHEQUE	
Payable to Name/Organisation:	
Creditor Application Form	
Copy Attached:	☐ Yes ☐ No

Note: Bonds will only be refunded once keys, equipment and any inspections have been completed by Shire staff.



Shire of Derby / West Kimberley

Police Clearance

Have you notified the Derby Police of this event? (This is only required if this function involves alcohol or more than 50 people)	☐ Yes ☐ No
If alcohol will be provided at this event, do you have a licence to SELL or SERVE alcohol? If yes, copy must be provided.	☐ Yes ☐ No
Do you require Security or Crowd Control for the event? (This is only required for public events or if requested by SDWK or the Derby Police)	☐ Yes ☐ No

DERBY POLICE USE ONLY

Event approved by Derby Police?	☐ Yes ☐ No		
Security required?	☐ Yes ☐ No		
Police Officer's Signature:			
Officer's ID Number:		Date:	

SECURITY INFORMATION

Company Name				
Company Details				
Confirmation of security	Officers name		Date	

Derby

(08) 9191 0999 | 30 Loch Street
sdwk@sdwk.wa.gov.au | PO Box 94, Derby WA 6728

Fitzroy Crossing

(08) 9191 5355 | Flynn Drive
sdwk@sdwk.wa.gov.au | PO Box 101, Fitzroy Crossing



Terms and Conditions

General Conditions (All Venues)

1. Full payment of bonds and hire charges in accordance with the Shire's Schedule of Fees and Charges is required to confirm a booking.
2. Appropriate licences must be obtained for the sale of food and/or drink.
3. If it is an event, an Event Application Package must be submitted, this includes sideshows and carnivals.
4. Keys will be issued on the day of the booking or the day before but no earlier. An inspection of the premises will take place with the hirer when the keys are issued and again upon return of the keys. This is to ensure hirer is aware of the condition of the premises prior to their booking and what condition the premises is expected to be left in following the booking.
5. Any hire does not include the use of property or facilities of surrounding properties.
6. Consumption of alcohol is not permitted without the prior approval of the Chief Executive Officer and Western Australian Police.
7. It is the responsibility of the hirer to ensure the safety of their participants and hold Public Liability Insurance.
8. Any application for hire may be cancelled at any time. In the event of two or more applications for hire being received for the same time and date, the Chief Executive Officer (or delegate) shall determine to which applicant the hire shall be granted.
9. The area used must be kept in a clean and tidy condition at all times.
10. If the venue is in an unsatisfactory state upon your arrival you must report it to the Shire of Derby / West Kimberley and if possible, take digital photographs as a way of documenting your concerns.
11. Any damaged equipment or fittings must be tagged and reported to the Shire of Derby / West Kimberley.
12. The hirer is responsible for opening and securing the premises, including checking all doors, windows and shutters are closed and secured at the end of the booking. Hirer will occur costs for damages of the property if unsecured until bond inspection is completed. See Map/Checklist for details.
13. The hirer is responsible for ensuring all rubbish is emptied into the Sulo Bin supplied.
14. All damages to equipment or the venue will be taken out of the hirers bond.
15. The setting up of tables, trestles and chairs and the removing and storage at the end of the function is the responsibility of the hirer. They must be neatly piled, any damages or requirement to reorganise will occur a cost.
16. Any hire may be refused where the person or the organisation have previously not complied with the conditions of hire.
17. No equipment from any venue will be hired separately/loaned or be able to be taken out of the premises. All fittings or equipment shall be left in a clean condition and returned to the original position.
18. The hirer shall be responsible for leaving the premises and surrounds in a clean and tidy condition in accordance with the hire and cleaning requirements
19. The bond for the premises will be returned within 14 days subject to all conditions of hire.
20. If the booking is cancelled following payment of bond and hire fees, the bond will be refunded in full. The hire fees will be refunded as follows.
 - 14 days prior to booking – full refund;
 - 7 days prior to booking – 50 %;
 - 48 hours – No refund
21. Booking as a not for profit organisation will require a copy of the organisation's Certificate of Incorporation with your application.
22. All hirers are responsible for the security of premises until the key is returned. Any damage incurred as a result of not securing the premises will be rectified at the cost of the hirer.

Inspection & Image Agreement

1. Shire staff will conduct inspections and capture photographs before and after use.
2. Images will be emailed to the hirer.
3. Hirer has 2 hours from key collection to dispute pre-use condition and 2 business days after post-use.



Insurance & Liability

1. Public events require \$10M Public Liability Insurance.
2. Hirers indemnify the Shire against all claims for injury, damage, or loss during the event

Additional Terms and Conditions

Council Chambers

1. The Kitchen must be kept clean, the hirers must ensure that they clean the microwave; remove all food from the fridge following use. Wash, dry and put away all kitchen utensils, empty rubbish bin and put in new liner.
2. The driving of nails, tacks or screws etc. in, or the use of adhesive tape or similar on any surface of the premises is not permitted. Decorations remaining after the function shall be removed and disposed by the hirer.

Civic Centre

1. The driving of nails, tacks or screws etc. in, or the use of adhesive tape or similar on any surface of the premises is not permitted. Decorations remaining after the function shall be removed and disposed by the hirer.
2. The hirer shall be responsible for the maintaining order and decent behaviour within the property and shall be responsible for complying with these conditions. The organiser(s) of the event have a responsibility to ensure adequate security and control of patrons, the hall and the grounds. Any adverse reports in relation to this event, including from the Western Australian Police Service, will be recorded and may have a negative impact on future applications.
3. Security of Civic Centre is in accordance with the map and checklist

Derby Oval

1. The area for use is the eastern end of the oval.
2. No stakes/pegs are to be driven into the ground without prior consultation with the Shire's Parks & Gardens department.
3. **Glass is strictly prohibited.**
4. Essential vehicles only are allowed on to the Oval and must be removed to outside the fenced area as soon as practicable.
5. Any damage to the oval fixtures, landscape, environment may incur fees & charges, or possible denial of bond return to the hirer in the event damages are related to the hirer's event use and or mishandling of equipment

Derby Airport Terminal

1. The driving of nails, tacks or screws etc. in, or the use of adhesive tape or similar on any surface of the premises is not permitted. Decorations remaining after the function shall be removed and disposed by the hirer.
2. The hirer shall be responsible for the maintaining order and decent behaviour within the property and shall be responsible for complying with these conditions. The organiser(s) of the event have a responsibility to ensure adequate security and control of patrons, the hall and the grounds. Any adverse reports in relation to this event, including from the Western Australian Police Service, will be recorded and may have a negative impact on future applications.

Recreation Centre

1. **No Alcohol is permitted at this venue.**
2. **Glass is strictly prohibited.**
3. Covered Courts require equipment in the sports storeroom to be returned correctly. The courts swept clean and any rubbish cleared from surrounds.
4. **Use of the kitchen within the hall requires a Stallholders Application.**
5. The Kitchen must be kept clean; the hirers must ensure that they clean the microwave; remove all food from the fridge following use. Wash, dry and put away all kitchen utensils, empty rubbish bin and put in new liner.
6. The driving of nails, tacks or screws etc. in, or the use of adhesive tape or similar on any surface of the premises is not permitted. Decorations remaining after the function shall be removed and disposed by the hirer.
7. No equipment from the venue will be hired separately/loaned or be able to be taken out of the premises. All fittings



or equipment shall be left in a clean condition and returned to the original position.

Memorial Swimming Pool

1. **No glass containers, alcohol, or smoking is permitted on the premises.**
2. Only qualified lifeguards are permitted to supervise the pool. Proof of certification may be required.
3. The maximum number of users must not exceed the agreed capacity (as stated in the booking confirmation).
4. Running, diving (in shallow areas), and horseplay are prohibited.
5. The shire reserves the right to refuse entry to anyone under the influence of drugs or alcohol.
6. Appropriate swimwear must be worn at all times.
7. Children under the age of 8 must be accompanied by a responsible adult (16+) at all times in the pool.

Wharf Covered Seating Area

1. The driving of nails, tacks or screws etc. in, or the use of adhesive tape or similar on any surface of the premises is not permitted. Decorations remaining after the function shall be removed and disposed by the hirer.
2. The hirer shall be responsible for the maintaining order and decent behaviour within the property and shall be responsible for complying with these conditions. The organiser(s) of the event have a responsibility to ensure adequate security and control of patrons, the hall and the grounds. Any adverse reports in relation to this event, including from the Western Australian Police Service, will be recorded and may have a negative impact on future applications.

Youth Centre

1. **No Alcohol and Smoking is permitted at this venue.**
2. **Glass is strictly prohibited.**
3. The Kitchen must be kept clean, the hirers must ensure that they clean the microwave; remove all food from the fridge following use. Wash, dry and put away all kitchen utensils, empty rubbish bin and put in new liner.
4. The driving of nails, tacks or screws etc. in, or the use of adhesive tape or similar on any surface of the premises is not permitted. Decorations remaining after the function shall be removed and disposed by the hirer.

Equipment

1. The Equipment must only be used for its intended purpose and operated by competent persons.
2. The Hirer is responsible for safeguarding the Equipment from damage, theft, or misuse during the Hire Period.
3. The Hirer must not make any alterations to the Equipment.
4. The equipment must remain at the facility from which it is being hired and cannot be removed from the premises
5. The Hirer is liable for any loss or damage, including accidental damage, to the Equipment
6. Any damaged or missing Equipment will be charged to the Hirer at the full replacement cost.
7. The Hirer must notify the Shire immediately in the event of any damage or loss.

Important: To ensure that your bond is returned the following must be completed.

- I. All keys and *if applicable* equipment must be returned by deadline.
- II. The facility and its immediate surrounds must be left in a clean and undamaged state.
- III. All non-functioning equipment or noticeable damages must be reported to Reception.

Note: The cost to repair any damages, or clean a facility where the hirer has failed to do so adequately, will be deducted from the bond. If insufficient funds held in bond, the hirer will be charged excess.



CERTIFICATION OF AGREEMENT / UNDERSTANDING

Important: Please read and sign this declaration for your application to be processed

1. I/We hereby make application for the use of the Shire of Derby/West Kimberley facilities and services and will not hold liable the Shire of Derby/West Kimberley and its agents or employees for any personal injury or loss of property.
2. I/We have read and understood the terms and conditions of the use and agree to uphold them for as long as the term of this agreement.
3. I/We acknowledge that all information provided is true and correct to the best of my knowledge.

Signature of Applicant:		Date:	
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Any breach of the above conditions may result in the hirer being banned from hiring any Shire Facility in the future.

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Shire of Derby / West Kimberley

Privacy Collection Notice: The Shire of Derby West / Kimberley collects your personal information on this form to process your application, deliver services, and perform our statutory functions under the *Local Government Act 1995* or related legislation. Your data is handled in accordance with the *Privacy and Responsible Information Sharing Act 2024*. Your personal information will only be disclosed to authorized officers or external bodies as permitted by law. You have the right to access and correct your personal information at any time.

If you choose not to provide the requested information, we may be unable to process your request.

To see our full collection notice and privacy statement visit www.sdwk.wa.gov.au. To request access to your personal information please contact the Corporate Services Team via email at sdwk@sdwk.wa.gov.au or phone (08) 9191 0999.

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