



# FREMANTLE DOCKERS FUNCTION CENTRE

## Room Sessions

Available weekdays **7AM - 6PM**  
*please enquire about other timings*

## Contact via

bookings@fremantlefc.com.au  
31 Veterans Parade, Cockburn Central, 6164  
www.fremantlefc.com.au

## RATES & CHARGES

### Function Room 1 or 2

**Day Rate: \$300**  
**Hourly Rate: \$50**

**Theatre Style:** 60 people    **Classroom Style:** 40 people    **Standing:** 70 people

### Function Room Combined

**Day Rate: \$600**  
**Hourly Rate: \$100**

**Theatre Style:** 110 people    **Classroom Style:** 80 people    **Standing:** 130 people

### Fremantle Dockers Boardroom

**Day Rate: \$600**  
**Hourly Rate: \$200**

Seats 15

### Meeting Rooms

**Day Rate: \$200**  
**Hourly Rate: \$30**

Seats 8-10

### Multipurpose Room

**Day Rate: \$300**  
**Hourly Rate: \$50**

**Theatre Style:** 60 people  
**Classroom Style:** 40 people  
**Standing:** 70 people

## ROOM EQUIPMENT HIRE

## HIRE FEE (per day)

Bring your own device to plug into AV  
Note it is recommended to bring adaptors that suit HDMI input

Function Room Projector Use

Included

IT Staff Member on Set Up and Standby (Only available Mon - Fri)

\$170

Video Conferencing

\$50

Tables and chairs (Set up and Pack down)

Included

Microphones

\$50

On Site Parking (over 200 bays)

Included

High Speed Internet

Included

## Catering

High class quality inhouse catering is available with packages and options to suit all occasions & budgets.

### Incognito Catering

Ariana Black  
ariana@incognitocatering.com.au  
0414 919 984

The following Facilities Hire Terms and Conditions (**Conditions**) apply to the hire of Facilities at the Venue.

## 1. DEFINITIONS

(a) In these Conditions the following expressions shall have the following meanings:

**Agreement** means this agreement, which is comprised of these Conditions and the Schedule;

**Deposit** means an amount payable by the Hirer to secure the booking of the Facilities, unless waived by the Occupier in writing;

**Event** means any function, program, conference, clinic or activity approved by the Occupier and conducted by the Hirer during the Term;

**Facilities** means that part of the Venue subject to the Hirer's use as set out in item 3 of the Schedule, including associated fixtures, fittings and equipment;

**Fees** means the fees payable by the Hirer to the Occupier as set out in Item 6 of the Schedule.

**Hire Fee** means the sum payable by the Hirer as set out in item 6 of the Schedule, including some of the amounts to be paid to the Occupier for use of the Venue and the Facilities;

**Hiring Purpose** means the purpose for which the Hirer is permitted to use the Venue and the Facilities during the Period of Hire as set out in item 4 the Schedule.

**Hirer** means the party defined as such on the first page of this agreement and includes any authorised representatives, employees, members, sub-contractors, agents or invitees of that party;

**Owner** means the owner of the Venue;

**Period of Hire** means the dates on which the Hirer is entitled to use the Facilities as set out in item 5 of the Schedule;

**Schedule** means the schedule to this Agreement;

**Term** means the period from the Commencement Date to the Expiry Date.

**Venue** means the venue described in item 2 of the Schedule.

## 2. AGREEMENT FOR HIRE

(a) Subject to the payment by the Hirer of all Fees and costs set out in clause 4 and item 6 of the Schedule, the Occupier must provide the prescribed Facilities at the Venue for the Hirer's use during the Period of Hire on the dates agreed in accordance with item 5 of the Schedule.

(b) Nothing in this Agreement gives the Hirer any exclusive rights over the Venue or any of the Facilities.

(c) This Agreement: (i) creates rights in contract only; (ii) does not create a tenancy or any other estate or interest in or over any part of the Venue or any of the land on which the Venue is constructed; and (iii) does not create any relationship between the Hirer and the Occupier other than that of a licensee and licensor.

(d) The Hirer acknowledges and agrees that its use of the Facilities is at all times subject to: (i) the reasonable directions and scheduling of the Occupier; (ii) the directions and regulations displayed in and around the Venue; and (iii) all other requirements, notices, orders or directions received from or given by the Owner or any Government authority.

(e) This Agreement commences on the Commencement Date and expires, unless terminated earlier in accordance with these Conditions, on the Expiry Date.

## 3. FACILITY BOOKING

(a) To hire the Facilities, the Hirer must request a booking in accordance with the Occupier's booking processes as advised by the Occupier from time to time. The Occupier may approve or reject any request for a booking for use of the Facilities and may impose such conditions on a booking as it sees fit.

(b) In relation to any proposed use of the Facilities, the Occupier may charge a Deposit, payable prior to the Period of Hire or as otherwise advised by the Occupier.

(c) If the Occupier's payment terms are not met, the Occupier reserves the right (acting reasonably) to cancel any booking or scheduled Period of Hire.

## 4. PAYMENT OF FEES, COSTS AND DEPOSIT

(a) In relation to any use of the Facilities, the Hirer must pay to the Occupier the Fees.

(b) Late payment of any Fees or costs payable by the Hirer may result in additional charges for the Hirer including any reasonable expenses incurred by the Occupier to recover any outstanding amounts.

(c) Any amounts payable by the Hirer to the Occupier may be set off by the Occupier against amounts payable by the Occupier to the Hirer.

## 5. BOND

(a) The Occupier may from time to time require a security bond to be paid by the Hirer in advance of the Period of Hire.

(b) The Occupier may, acting reasonably, draw on the bond to the extent required to make good any loss or damage suffered by the Occupier in

relation to the Hirer's use of the Venue or default under this Agreement. (c) If the bond is not paid by the date nominated by the Occupier, the booking is forfeited and Clause 6 applies as if the booking was cancelled by the Hirer.

## 6. CANCELLATION BY THE HIRER

(a) If the Hirer cancels an agreed booking less than 7 days prior to the Period of Hire, and has paid a Deposit, the Hirer forfeits the whole of the Deposit.

(b) If the Hirer cancels an agreed booking more than 7 days prior to the Period of Hire, and has not paid a Deposit, the Hirer agrees to pay 50% of the Fees to the Occupier as a genuine and reasonable pre-estimate of the loss suffered by the Occupier in relation to the cancelled booking.

## 7. CANCELLATION BY THE OCCUPIER

(a) The Occupier reserves the right to cancel the Hirer's booking or close the Venue or any of the Facilities at any time if, in its reasonable opinion:

(i) the Venue or any of the Facilities is unfit for use during the Period of Hire due to circumstances beyond the reasonable control of either party; or

(ii) the Venue or any of the Facilities have been damaged by the Hirer to such an extent that they are unfit for use for the remainder of the Period of Hire; or

(iii) the Venue or any of the Facilities are required by the Occupier to meet its commitments to conduct football activities as required by the Occupier or the Australian Football League from time to time.

(b) If the Occupier cancels the Hirer's booking under Clause 7(a)(i) or 7(a)(iii):

(i) any Deposit or Fees paid by Hirer will be refunded. The parties agree that the Occupier is not liable for any other loss, liability, expense or damage sustained by the Hirer as a result of the closure, including any amounts the Hirer may be liable to pay to third parties; and

(ii) the Occupier and the Hirer will act in good faith and endeavour to reach agreement on an alternative Period of Hire that is suitable to both parties.

(c) If the Occupier cancels the Hirer's booking under Clause 7(a)(ii):

(i) the Hirer will be deemed to have voluntarily abandoned its rights to hire the Facilities; and

(ii) the Hirer must comply with its obligations contained in these Conditions to make good any damage to the Facilities, including the obligations in Clauses 10 and 11 below; and

(iii) the Occupier is not liable for any loss, liability, expense or damage sustained by the Hirer as a result of such closure including any amounts the Hirer may be liable to pay to third parties.

(iv) The Hirer acknowledges and agrees that the Occupier may at any time, in its absolute discretion but in consultation with the Hirer and relevant regulatory entities, close the Venue and/or the Facilities for public safety reasons.

(d) A party is not liable for any delay in performing, or failure to perform, its obligations under this Agreement if such failure or delay (directly or indirectly or in whole or in part) is caused or in any manner arises or results from circumstances beyond the reasonable control of the party and that party has used all reasonable endeavours to minimise the impact of such occurrence on its ability to so perform.

## 8. LIQUOR LICENCE & FILMING

(a) A liquor licence is held by a third party for the Venue and the Occupier will manage and approve all catering requirements (as applicable) for all use of the Facilities (including at Events) during the Period of Hire.

(b) Except in relation to Oval bookings (under which alcohol consumption is strictly prohibited), all liquor must be served and sourced through an approved third party provider, as advised by the Occupier from time to time.

(c) Under no circumstances should liquor be served or consumed at the Venue without the Occupier's prior written consent.

(d) Under no circumstances shall the Hirer film or take photographs or other images of any Fremantle Dockers training sessions, players or staff members at any time during the Period of Hire, without the Occupier's prior written consent.

(e) If the Hirer breaches this clause 8, the Hirer forfeits all Fees paid under this Agreement (including any Bond or Deposit).

## 9. VIDEO STREAMING FACILITIES

(a) The Hirer may use the Occupier's audio visual facilities subject to the Hirer making a request to the Occupier for use of such facilities 14 days before any Period of Hire. The Hirer acknowledges that such services will incur an additional fee as advised by the Occupier.

## 10. HIRER'S OBLIGATIONS

(a) The Hirer must:

- (i) during the Period of Hire, obey any and all instructions given by the Occupier (acting reasonably) as to the use of, and access to and from, the Facilities or the Venue;
- (ii) comply with any conditions of entry or rules governing the use of any of the Facilities as may be determined by the Occupier from time to time;
- (iii) be responsible for the maintenance and preservation of good order in the Facilities throughout the Period of Hire;
- (iv) adequately supervise, control and be responsible for all persons attending the Facilities during the Period of Hire, including children;
- (v) reinstate the Venue and Facilities to a condition equivalent to their condition prior to the commencement of the Period of Hire, fair wear and tear appropriate to the nature of the Hirer's use excepted;
- (vi) remove all waste from the Venue at the end of the Period of Hire or place in the signed waste area for collection;
- (vii) ensure that any equipment belonging to the Occupier and used during the Period of Hire is returned to where it was located at the commencement of the Period of Hire;
- (viii) manage all activities (including in relation to any Events) at the Venue in accordance with the standards of services advised by the Occupier from time to time); and
- (ix) comply with: (A) all applicable occupational health and safety standards, legislation and guidelines; (B) all relevant laws and regulations including laws regarding the environment and sustainability, the responsible service of alcohol, food handling and any required permits for any activities undertaken at the Venue by the Hirer; and (C) the terms of any licences granted to the Venue, including the Venue's liquor licence (if any) and food handling licence (if any).

(b) The Hirer must not without express written approval of the Occupier:

- (i) use any of the facilities at the Venue other than the Facilities specified in item 2 of the Schedule;
- (ii) bring, or permit any animal to be brought into the Venue with the exception of registered guide dogs;
- (iii) allow any person, not subject to the direction and control of the Hirer, to use the Venue or Facilities;
- (iv) conduct any alterations or additions to the Venue or Facilities;
- (v) alter, move or remove any fixture or fitting in the Venue or Facilities; or
- (vi) bring or permit to be brought into the Venue any dangerous goods.

(c) The Hirer acknowledges that the Occupier is subject to and bound by a lease between the Occupier and the City of Cockburn. The Hirer agrees that any instructions or directions given to the Hirer by the Occupier for the purpose of ensuring the Occupier complies with the Lease are reasonable and the Hirer must comply with any such directions or instructions.

## 11. DAMAGE TO THE VENUE

(a) The Hirer agrees to pay to the Occupier on demand the cost of repairing or making good any damage to the Venue including the Facilities or the loss of any equipment arising out of or incidental to the Hirer's use of the Facilities (including use by any person in relation to any person where the Hirer invites or permits such person to enter the Venue and Facilities).

(b) The Occupier reserves the right to charge the Hirer a cleaning surcharge in addition to the fees and costs payable under clause 4 to recover costs in engaging contractors to clean the Facilities if it considers the Hirer's make good obligation under clause 10 has not been adequately satisfied. Additional charges must be paid within 14 days of demand by the Occupier.

## 12. FITNESS FOR HIRING PURPOSES

(a) The Hirer agrees that it is satisfied that the Facilities and the Venue are fit for the Hiring Purpose, and acknowledges that the Occupier does not warrant that the Facilities or the Venue are fit for the Hiring Purpose.

## 13. EXCLUSION OF LIABILITY, INDEMNITY AND WARRANTIES

(a) All express or implied guarantees, warranties, representations or other terms relating to this agreement or its subject matter, not expressly set in this Agreement, are excluded from this agreement to the maximum extent permitted by law.

(b) Nothing in this agreement excludes, restricts or modifies any right or remedy, or any guarantee, warranty or other term or condition, implied or imposed by any legislation that cannot be lawfully excluded or limited. This may include the Australian Consumer Law, which contains guarantees that protect the purchasers of good and services in certain circumstances.

(c) If any guarantee, warranty, term or condition is implied or imposed in relation to this agreement under the Australian Consumer Law or any other applicable legislation and cannot be excluded (**Non-Excludable Provision**), and the Occupier is able to limit the Hirer's remedy for a breach of the Non-Excludable Provision, the liability of the Occupier for breach of the Non-Excludable Provision is limited to one or more of the following at the Occupier's option:

- (i) in the case of goods, the replacement of the goods or the supply of equivalent good, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired; or
- (ii) in the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again.

(d) Subject to paragraphs (b) and (c) of this Clause 13, the parties agree that the Occupier is excluded from any liability for:

- (i) any loss or damage caused directly or indirectly by any fault in or failure of electricity supply, lighting, heating, electronic equipment, or other devices used during the Period of Hire, due to any cause whatsoever, other than default of these Conditions by the Occupier or negligence by the Occupier, or
- (ii) any damage, injury or loss of life caused to the Hirer or persons under the control of or admitted to the Venue by the Hirer during the Period of Hire, due to any cause other than default of these Conditions of the Occupier or negligence by the Occupier; or
- (iii) any loss of profits, loss of opportunity, loss of business, loss of revenue, or any indirect or consequential loss, arising in relation to this Agreement.

(e) Subject to paragraphs (b) and (c) of this Clause 13, the parties agree that the total liability of the Occupier to the Hirer for loss or damage of any kind whether arising in tort (including negligence), contract, under statute or otherwise is limited to the total amount of Fees paid by the Hirer under this Agreement.

(f) To the maximum extent permitted by law, the Hirer indemnifies and holds harmless the Occupier against any and all claims, losses, actions, proceedings, costs, damages, demands, expenses (including legal expenses) and liabilities arising from any claims, actions or proceedings made, brought or commenced by any person in relation to the Hirer's use of the Venue and/or Facilities, or any act, omission or misconduct of the Hirer or any breach or non-performance of obligations under this Agreement by the Hirer.

(g) The Hirer warrants, at the time of entering into this Agreement and at all times during the Term, that: (i) If an entity, it exists validly and has the power and ability to enter into and perform this Agreement; (ii) in making any decisions relating to the presentation of Function or Event it has not relied upon any representation or advice of the Occupier; (iii) all information or details it has provided to the Occupier are correct, complete and not misleading; and (iv) the Hirer's obligations and liabilities extend to all areas of the Venue entered by or on behalf of the Hirer.

#### 14. INSURANCE

(a) The Hirer's use of the Facilities shall be at its own risk and the Hirer must maintain adequate insurance coverage deemed reasonably necessary by the Occupier in relation to the Facilities. The Hirer must provide the Occupier with a copy of a certificate of currency or cover note on the policy prior to the Period of Hire as required by the Occupier. The Hirer shall be liable for the payment of all excesses of policies on insurance affected under these Conditions and shall not be entitled to recover any excesses from the Occupier.

#### 15. PROPERTY AND PLANT

(a) The Occupier, its servants, officers, agents and employees shall not in any circumstances be responsible to the Hirer or any other person for damage to, or the loss, theft or removal of, any property brought or left by any person (including the Hirer) in or upon any part of the Venue (including any storage room or restrooms).

(b) The Hirer shall indemnify the Occupier from and against all claims, demands, actions and proceedings in respect of any damage, loss, theft or removal or any loss sustained by any person in relation to any property brought or left by any person (including the Hirer) in or upon any part of the Venue other than by default of these Conditions or negligence by the Occupier.

(c) The Occupier accepts no responsibility for damage, injury or loss occurring to any property or plant left on or remaining in the Facilities or the Venue, due to any cause other than default of these Conditions or negligence by the Occupier.

(d) Property or plant left at the Venue by the Hirer will be deemed abandoned by the Hirer after 30 days have elapsed following the Period of Hire and may be disposed of by the Occupier.

(e) Motor vehicles shall be parked in designated parking bays only. Motor vehicles shall not be parked in any of the exit ways, or on any lawn or garden, at the Venue. The Occupier reserves the right to remove any motor vehicles that offend this Clause.

#### 16. ADMISSION

(a) The Occupier may specify the maximum number of persons permitted to use the Venue or the Facilities or any part of them, for any reason or at any time, whether during the Period of Hire or otherwise.

(b) The Occupier and all persons authorised by the Occupier reserve the right to enter every part of the Venue including the Facilities at any time and to refuse admission to, or remove from, the Venue or the Facility any person.

#### 17. TERMINATION

(a) This Agreement may be terminated prior to the end of the Term by:

- (i) the Occupier immediately by notice in writing to the Hirer if any amount due and payable by the Hirer to the Occupier remains unpaid for 7 days after receipt by the Hirer of a written request by the Occupier for payment; or
- (ii) either party if the other party defaults in the performance or observation of any of its obligations in this Agreement and the defaulting party fails to rectify such matter within 14 days of a notice from the terminating party; or
- (iii) by the Occupier, immediately by written notice from the Occupier to the Hirer if the Hirer fails to meet an obligations under this Agreement to pay any fees or costs payable under this Agreement or any part thereof by the required date and such failure continues for more than 7 days after written notice of the failure has been given to the Hirer.

#### 18. PRIVACY

The Occupier may collect personal information to administer and facilitate hire of the Facilities under this Agreement. Any personal information provided to the Occupier is collected, used and disclosed in accordance with the Occupier's privacy policy (available at [www.fremantlefc.com.au](http://www.fremantlefc.com.au)). The Occupier may share personal information with third parties such as companies engaged by the Occupier to carry out functions and activities on the Occupier's behalf (including caterers, cleaners, professional advisers and insurers) in accordance with the Occupier's privacy policy. Personal information is not generally disclosed overseas. The Occupier's privacy policy contains information about how a person may access and request

correction of personal information and provides information about how a complaint will be dealt with by the Occupier.

#### 19. GENERAL

(a) The following general provisions apply to this Agreement: (i) this Agreement comprises the entire agreement between the parties in relation to its subject matter and supersedes and replace any previous agreement or arrangement between the parties in relation to its subject matter; (ii) any variation to this Agreement must be agreed in writing by both parties; (iii) Any notices required to be given under this Agreement shall be deemed to have been given if delivered by any means to the postal or email address of each party as set out in this Agreement; (iv) the Hirer may not transfer or assign any of its interest, rights, obligations or benefits under this Agreement; (v) any provision of this Agreement which is void or unenforceable may be severed without affecting the enforceability of other provisions; and (vi) This Agreement governed by the laws of Western Australia and the parties submit to the exclusive jurisdiction of the Courts of Western Australia.

#### 20. OVAL HIRE SPECIFIC TERMS

- (a) These terms apply exclusively to the hire of Victor Kailis Oval (**Oval**) and are to be read in conjunction with the broader terms and conditions of this Agreement. In the event of any inconsistency between this clause and other provisions of the Agreement, the terms outlined in this clause shall take precedence.
- (b) By hiring and using the Oval, the Hirer acknowledges that the proposed activities to take place on the Oval during the Period of Hire may be recreational in nature and involve a significant level of physical exertion and inherent risk. The Hirer understands and accepts that participation may expose individuals to unpredictable and unforeseeable hazards, including the potential for serious injury or death.
- (c) Where the Oval is being used for the purposes of recreation, enjoyment, and leisure, the Hirer confirms that they have been informed of the risks associated with these activities and accept full responsibility for individual attendee's participation.
- (d) The Hirer is responsible for the removal of all excess rubbish from the Oval following use.
- (e) The Hirer must inspect the Oval for any hazards or risks both prior to and after the period of use.
- (f) The consumption of alcohol on the Oval is strictly prohibited under all circumstances.
- (g) Only equipment that has been approved by FFC may be used on the Oval.
- (h) Any damage to the Oval must be reported to FFC immediately by the Hirer.
- (i) The Hirer assumes full responsibility for the safety of all participants involved in activities conducted on the Oval.
- (j) Where attendance exceeds 100 people during the Period of Hire, the Hirer is required to engage security personnel at a ratio of one guard per 100 attendees.
- (k) Access to Oval floodlighting is conditional upon completion of a site induction regarding its operation. Floodlighting keys may be required and must be signed in and out by the Hirer, who is responsible for their management. The Hirer is responsible for ensuring that all floodlights are turned off after use.
- (l) Floodlighting at the Oval must not be used beyond 9:30 PM, in compliance with City of Cockburn approved operating conditions.
- (m) The Hirer is responsible for ensuring that an appropriate number of supervisors are present, with current qualifications in first aid and emergency response, as required. FFC does not provide or arrange these personnel.