



Conditions of Hire - Buildings

1 Applications and Bookings

- 1.1 All applicants must be aged 18 years or over.
- 1.2 Tentative bookings are held for 10 working days.
- 1.3 Bookings can be taken up to 12 months in advance.
- 1.4 Only one social function per venue per day is permitted.
- 1.5 The City of Gosnells reserves the right to cancel any bookings. Such action would only be taken in the event of extreme necessity.

2 Bonds

- 2.1 A bond as per the Schedule of Fees and Charges will be applicable to all social function bookings.
- 2.2 The bond is payable 10 working days prior to the booking.
- 2.3 The bond is held against the following:
 - 2.3.1 Damage to the building or equipment.
 - 2.3.2 Loss of keys.
 - 2.3.3 Additional venue use other than the allocated time.
 - 2.3.4 Breach of Conditions of Hire.
 - 2.3.5 Security call out.
 - 2.3.6 Additional cleaning services.
 - 2.3.7 Overloading of circuitry systems.
 - 2.3.8 Not arming the security system on completion of booking.
 - 2.3.9 Department of Fire and Emergency Services call out.
- 2.4 For any breach of the Conditions of Hire there will be a deduction of all or part of the bond at the discretion of the Authorising Officer.
- 2.5 **The bond will be forfeited in the event of any substantiated community complaint being received, such as anti-social behaviour/activity attributed to patrons of the booking.**
- 2.6 The bond can only be refunded to the person or organisation whose name appears on the receipt.
- 2.7 The bond will be refunded within 15 working days of the booking via credit card or bank deposit.

3 Charges

- 3.1 Costs of hire and bonds are as per the Schedule of Fees and Charges.
- 3.2 A deposit must be paid within 10 working days of the booking being made or the booking will be deemed to be cancelled.
- 3.3 The minimum social function booking time is four hours.
- 3.4 All payments must be made by the payment due date.
- 3.5 Cancellation of any booking **must be made in writing** 10 working days prior to the booking date to avoid a cancellation fee as per the Schedule of Fees and Charges.
- 3.6 The Hirer may make application for a transfer to another date without forfeit depending on circumstances, cost and availability of the facility.
- 3.7 Payments can be made via the City's online booking system, by phone, mail or in person at the City of Gosnells administration building, 2120 Albany Highway, Gosnells.
- 3.8 Methods of payment include credit card (Visa and Mastercard only), EFTPOS, cash, or cheque made payable to the City of Gosnells (must be receipted seven days prior to event).

4 Cleaning

- 4.1 **The Hirer must supply their own cleaning equipment. At the conclusion of the booking the Hirer must:**
 - 4.1.1 Remove all decorations (including materials used to support, hang, or affix the decorations) from the building. (See points 8.7 – 8.10.)
 - 4.1.2 Leave the entire building in a clean and tidy condition.
 - 4.1.3 Sweep all floors.
 - 4.1.4 Spot mop any spillage.
 - 4.1.5 Place all rubbish in bins.
 - 4.1.6 Wipe and stack tables and chairs and return to the designated storage areas.
 - 4.1.7 Make sure all fans/air conditioning and lights are switched off.
 - 4.1.8 Leave the stove and tiled backsplash clean and free of all grease fat, food scraps and liquids.
 - 4.1.9 Ensure all external surrounding areas, car parks, verges and park lands are left clean and tidy. Failure to do so may result in a fine under Part IV – Prevention of Litter – Section 23 of the *Western Australian Litter Act 1979*.
- 4.2 The Hirer must report all damage that has occurred either accidentally or maliciously to any part of the building by the next working day.

5 Hirer Responsibilities

- 5.1 The Hirer is required to have permission from the City of Gosnells for liquor to be consumed on the premises, via a liquor permit.
- 5.2 The Hirer is required to have a liquor licence when liquor is sold or provided under a door/cover charge, subsequent to receiving a liquor permit from the City, according to the *Liquor Licensing Act 1988 Section 119 (1)*.
- 5.3 Hirers must show respect and common courtesy for other user groups and residents within the surrounding area. Any complaints received could jeopardise future bookings.
- 5.4 The Hirer is responsible for the behaviour of all persons attending the booking.
 - 5.4.1 The behaviour of children is the responsibility of the parents/guardians.

- 5.5 Hirers are responsible for the insurance of their own equipment or supplies. Items left unattended are done so at the Hirer's risk.
- 5.6 Hirers are responsible for any public liability in respect to their booking. City of Gosnells public liability will only cover injury, loss or damage as a result of any proven neglect or default of the City. Should an accident and/or injury occur in the hired venue as a result of the Hirer's function and/or activity or general hire of the venue, the City of Gosnells cannot be held liable under any circumstances.
- 5.7 Ensure that music is turned down after 10pm and ceases at 12 midnight (socially accepted standard).
- 5.8 All occasions deemed of a high-risk nature by the City of Gosnells must have crowd control at their function. Evidence that crowd control will be in attendance is required before the City will allow the function. A tax invoice/receipt and a copy of the security company's public liability insurance is required (see *Security and Related Activities Control Act 1996*).
- 5.9 The Hirer is required to start and finish on time. Set up and clean up is to be included within the time booked. Failure to do so will incur additional charges or deduction of bond.
- 6 Keys/Security**
- 6.1 Keys/cards are to be collected from the City's administration building before 3pm on the working day prior to the booking.
- 6.2 Keys/cards are to be returned by 10am the next working day or placed in the City's after-hours box located outside the City's administration building. Failure to return keys/cards will incur a fee as per the Schedule of Fees and Charges.
- 6.3 A fee will be charged for the replacement of any lost keys/cards and a security call out fee will be charged to lock/unlock or to arm/disarm the facility, as per the Schedule of Fees and Charges.
- 6.4 It is the Hirer's responsibility to ensure that the building is secured prior to leaving the premises.
- 7 Annual Users**
- 7.1 Annual users will make payment of hire charges monthly, paid one month in advance.
- 7.2 Annual users must make a separate application for a one-off event.
- 7.3 Annual users must allow set up and clean up times within the allocated time slot.
- 7.4 Annual bookings will not be accepted in certain community centres between 4pm on Friday and 8am Monday.
- 7.5 To be considered for the incorporated/not for profit rate the hirer must provide relevant documentation to substantiate their claim.
- 7.6 For cancellations or changes to bookings, 10 working days written notice is required. Cancellations with less than 10 working days notice will incur the full rental fee or cancellation fee as per the Schedule of Fees and Charges.
- 7.7 Permanent users may apply to hold their own key/card in which case a bond will apply. It is the Hirer's responsibility to maintain the security of this key/card.
- 8 Restrictions**
- 8.1 WA Law prohibits smoking inside any City owned community facility.
- 8.2 Smoke, fog, bubble, snow machines, open flamed candles or fireworks are strictly prohibited, however cold spark firework machines are allowed. **Failure to observe this restriction will result in a call out by Department of Fire and Emergency Services. A call out fee by DFES is \$1337.00 – this cost will be charged to the Hirer.**
- 8.3 All electronic devices and equipment must be tested and tagged.
- 8.4 Barbecues, kettle barbecues (e.g. weber), smokers, cookers, pizza or tandoori ovens, open grills that require solid fuel such as wood, briquettes, wood pellets or charcoal are not permitted.
- 8.5 Kegs of any type must not be placed in the halls/rooms. They must be stored in the kitchen or kiosk along with other refreshments.
- 8.6 Inflatable/amusement equipment is not permitted.
- 8.7 Confetti, rice or similar material is strictly forbidden either inside or outside the building.
- 8.8 Decorations such as balloons or streamers are allowed inside rooms or halls, provided they are cleaned away at the end of the function. Helium balloons are permitted provided they are anchored.
- 8.9 Decorations may only be secured using blu tack.
- 8.10 The driving of nails and screws etc into any part of the building fixtures and fittings is strictly forbidden.
- 8.11 No equipment of any description is to be dragged, rolled or otherwise moved across the floor areas. All equipment is to be carried or shifted with a trolley.
- 8.12 Vehicles must only use the parking bays provided. No parking on grassed areas. Penalties apply (*City of Gosnells Parking & Parking Facilities Local Law 2005*).
- 8.13 All deliveries to and collections from the facility are to be included in the agreed hire time.
- 8.14 Noise levels must comply with the *Environmental Protection (Noise) Regulations 1997*.
- 8.15 The Hirer shall comply with the Conditions of Hire and any other relevant legislation.
- 8.16 Serving of alcohol and playing of music must cease at midnight and premises must be vacated by 1am.
- 8.17 Under no circumstance can parties to be held in a City of Gosnells building be advertised on the internet or social media.
- 9 City of Gosnells Responsibilities**
- 9.1 The City of Gosnells will take every reasonable care and precaution to ensure that all utilities, services and equipment are in proper working order but will not accept responsibility for breakdowns beyond its control.
- 9.2 The City of Gosnells will make every effort to provide the Hirer with a clean and well-maintained facility.
- 9.3 The City of Gosnells is not responsible for any damage, theft or loss of items belonging to, or the responsibility of, the Hirer.
- 9.4 The City of Gosnells or its appointed security company reserve the right to finish the function at any time due to a breach of terms and conditions.
- 10 Disputes**
- 10.1 Any disputes must be made in writing and marked to the attention of the Bookings Supervisor at facilitiesbookings@gosnells.wa.gov.au

FOR AFTER HOURS ASSISTANCE PLEASE CONTACT (08) 9397 3000