



## 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 14 days.
- 1.3 Bookings will be taken up to 12 months in advance.
- 1.4 City of Gosnells reserves the right to give 30 working days' written notice to cancel any bookings. Such action would only be taken in the event of extreme necessity.
- 1.5 Only one social function per venue per day is permitted.

### 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 held against the following:
  - 2.2.1 Damage to the building or equipment.
  - 2.2.2 Loss of keys.
  - 2.2.3 Additional venue use other than the allocated time.
  - 2.2.4 Breach of conditions of hire.
  - 2.2.5 Security Call Out.
  - 2.2.6 Additional cleaning services.
  - 2.2.7 Overloading of circuitry systems.
  - 2.2.8 Department of Fire and Emergency Services call out.
- 2.3 The bond can only be refunded to the person or organisation whose name appears on the receipt.
- 2.4 Bond refunds will be refunded within 15 working days of the booking via credit card or bank deposit.
- 2.5 Not arming the security system on completion of function/activity will incur a deduction from the bond.
- 2.6 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.
- 2.7 **Hall hire bond will be forfeited in the event of any substantiated community complaint being received, in the respect of anti-social behaviour/activity attributed to the function conducted at the premises.**

### 3 Charges

- 3.1 Costs of hire and bonds are in accordance with the current Schedule of Fees and Charges.
- 3.2 A deposit must be paid within 14 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 paid by the payment due date.
- 3.5 Cancellation of any booking **must be made in writing** 10 working days prior to the booking to avoid any financial penalty.
- 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 Methods of payment include credit card (Master and Visa card only), EFTPOS, cash, cheques made payable to the City of Gosnells (must be received seven days prior to event).

### 4 Cleaning

- 4.1 **The hirer must supply their own cleaning equipment.**  
**At the conclusion of the function/session the Hirer shall:**
  - 4.1.1 Leave the entire building in a clean and tidy condition.
  - 4.1.2 Sweep all floors.
  - 4.1.3 Spot mop any spillage.
  - 4.1.4 Place all rubbish in bins.
  - 4.1.5 Wipe and stack tables and chairs and return to the designated storage areas.
  - 4.1.6 Make sure all fans/air conditioning and lights are switched off.
  - 4.1.7 Ensure all external surrounding areas, car parks, verges and park lands to be left clean and tidy.
- 4.2 The hirer must remove all excess rubbish from the park or reserve. Failure to do so will result in a fine under Part IV – Prevention of Litter – Section 23 of the Western Australian Litter Act 1979
- 4.3 Remove all decorations (including materials used to support, hang, or affix the decorations) from the building. (See point 8.7-10)
- 4.4 The hirer must report all damage that has occurred either accidentally or maliciously to any part of the building used.
- 4.5 The stove and tiled back splash must be left clean and free of all grease fat, food scraps and liquids.

### 5 Hirers Responsibilities

- 5.1 Liquor Licenses are the sole responsibility of the hirer, subsequent to permission being granted by the City of Gosnells for liquor to be consumed on the premises, according to the Liquor Licensing Act 1988 Section 119 (1).
- 5.2 Liquor Licenses are required when liquor is sold or provided under a door/cover charge.
- 5.3 Liquor Permits are required when liquor is being consumed on the premises.
- 5.4 Hirers must show respect and common courtesy for other user groups within the building or persons in nearby premises. Any complaints received could jeopardise future bookings.
- 5.5 The hirer is responsible for the behaviour of all persons attending the function or activity.
  - 5.5.1 The behaviour of children will be the responsibility of the parents/guardians concerned.
- 5.6 Hirers are responsible for the insurance of their own equipment or supplies.
- 5.7 Ensure that music is turned down after 10pm and ceases at 12 midnight (socially accepted standard). Complaints received from adjacent residents could jeopardise future applications.

- 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 (see 2.2.3).
- 5.10 Any persons or organisations dealing with children MUST have a Working with Children Card. (See Criminal Record Checking Act 2004).
- 6 Keys/Security**
- 6.1 Keys/cards are to be collected from the City's Administration building between 8:30am - 3:00pm Monday to Friday excluding public holidays.
- 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 current Schedule of Fees and Charges .
- 6.3 A security call out fee will be charged to lock/unlock or to arm/disarm the facility.
- 6.4 It is the hirer's responsibility to ensure that the building is secured prior to leaving the premises.
- 7 Permanent Users**
- 7.1 Permanent users will make payment of hire charges on a monthly basis, paid one month in advance.
- 7.2 Permanent users must make a separate application for a one off event.
- 7.3 Permanent users must allow set up & clean up times within the allocated time slot.
- 7.4 Permanent 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, 14 days' written notice is required. Cancellations with less than 14 days' notice will incur the full rental fee or cancellation fee as per the current 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 your responsibility to maintain the security of this key/card.
- 7.8 Hirers are responsible for any public liability in respect to their activity. The 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 can not be held liable under any circumstances.
- 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.
- 8.3 All electronic devices and equipment must be tested and tagged.
- 8.4 Barbecues, kettle BBQs (e.g. weber), smokers, cookers, pizza or tandoori ovens, open grilles 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 and collection to the Hall 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 provisions of the Health Act, Liquor Act, Police Act and Criminal Code, or any other Act in force.
- 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 an event to be held in a City of Gosnells facility be advertised on the Internet or social networks.
- 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 tidy 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 appointed City of Gosnells security company reserves the right to close the function at any time due to a breach of terms and conditions.
- 10 Disputes**
- Any disputes must be made in writing and marked to the attention of the Bookings Supervisor at [facilitiesbookings@gosnells.wa.gov.au](mailto:facilitiesbookings@gosnells.wa.gov.au)

**FOR AFTER HOURS ASSISTANCE PLEASE CONTACT (08) 9397 3000**