



## Booking Application/Permit – Use of Agonis Whiteley Room

<b>Applicant Name:</b>	
<b>Address:</b>	
<b>Contact Number:</b>	
<b>Email:</b>	

<b>Activity/Exhibition Type:</b>	
<b>Activity/Exhibition Name:</b>	
<b>Bump-in Date and Time:</b>	
<b>Bump-out Date and Time:</b>	
<b>Activity/Exhibition Duration Dates:</b>	
<b>Activity/Exhibition open hours:</b> (Please note, exhibition can only be open during library open times)  <b>Library Open hours</b> Monday – Friday: 9am – 4pm Saturday: 9am-1pm Sunday: 1pm-4pm	
<b>List of items that may be exhibited:</b>  (Please provide images of your artwork attached to your email.)	
<b>Brief description of the activity/ exhibition:</b>	
<b>Do you intend offering any items for sale?</b>	<input type="checkbox"/> No <input type="checkbox"/> Yes

<b>Do you have an ABN?</b>	<input type="checkbox"/> No <input type="checkbox"/> Yes ABN: _____
<b>Are you classified as a 'hobbyist' as determined by the Australian Taxation Office/federal</b>	<input type="checkbox"/> No <input type="checkbox"/> Yes (please provide hobbyist status proof)

**government?**

For guidance see the 'Hobby and Business Guidelines' available on the federal government website via [www.business.gov.au/info/plan-and-start/a-business-or-a-hobby](http://www.business.gov.au/info/plan-and-start/a-business-or-a-hobby)

**Do you have current public liability insurance?**☐ No☐ Yes (please provide certificate of currency)

## Conditions of Hire

### 1 General

- 1.1. The City of Gosnells Whiteley Room is situated inside the Agonis building and is located at 2232 Albany Highway, Gosnells.
- 1.2. The Whiteley Room is available as a free exhibition space for art groups, community or school groups and individual artists.
- 1.3. All applications must be on an official application form, with all applicants being 18 years of age or older and agreeing to abide by the booking/permit conditions.
- 1.4. Tentative bookings are held for fourteen (14 days).
- 1.5. The City reserves the right to refuse an application as per Local Government Act 1995, Part 3, Division 3, 3.1 (b).
- 1.6. The City has authority to provide for the regulation, control and management of activities and facilities on all local government property within the district, which includes facility bookings (see City of Gosnells Local Government Property Local Law).
- 1.7. Bookings can be taken up to 12 months in advance.
- 1.8. The City reserves the right to cancel any bookings. Such action would only be taken in the event of extreme necessity, as per Local Government Act 1995, Part 3, Division 3 3.12.
- 1.9. All exhibitions will be undertaken in accordance with City of Gosnells Policy 3.3.3 Information Displays, Stalls, Advertisements and Sale of Goods in City of Gosnells Community Facilities and at Community Events.
- 1.10. Artists are required to provide a complete list of items to be exhibited, to the Arts and Culture Development Officer, prior to the exhibition being installed.
- 1.11. All artworks are to be accompanied by labelling providing the item's title, creation date and category (e.g. oil on canvas). It is the exhibitor's responsibility to provide this information to the standard agreed with the Arts and Culture Development Officer prior to the exhibition.
- 1.12. Artists will be responsible for the setting up and dismantling of their own exhibition. Set up and dismantling is included in the period booked for the exhibition and should take no longer than 2 working days.
- 1.13. Exhibited items may be noted on the labelling as available for purchase. The exhibitor is required to make separate arrangements for dealing with the sale of an item exhibited as City staff will not handle the sale of any items from the exhibition.
- 1.14. All exhibited items are to remain in the exhibition throughout the agreed exhibition period. No items are to be added or taken from the exhibition without authorisation from the City.
- 1.15. Artists have the additional option of opening their exhibition, providing an information session introducing their works and the artists involved, and/or providing community workshops in their craft. Such events can only be scheduled during the agreed opening hours of the exhibition, and require prior arrangement with the City's Arts and Culture Development Officer.
- 1.16. Artists are responsible for promoting their exhibition to suit their own needs (if possible, the City will assist in promoting the exhibition through its regular channels).
- 1.17. The City retains the right to refuse to exhibit an item deemed to contain offensive material, culturally insensitive material or inappropriate content for display in public.

### 2 Bonds

- 2.1 The City may determine to impose a bond as per its Schedule of Fees and Charges.
- 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 cleaning time other than the allocated time.
  - 2.2.4 Breach of conditions of hire.
  - 2.2.5 Additional Security Call Out.
  - 2.2.6 Unauthorised additional time.
- 2.3 Bond refunds will be made via a cheque only, which will be refunded within fifteen (15) working days.



- 2.4 The bond can only be refunded to the person whose name appears on the receipt.
- 2.5 For any breach of the Conditions of Hire there will be a deduction of all or part thereof from the bond at the discretion of the Authorising Officer.
- 2.6 Hall hire bond will be forfeited in the event of any substantiated community complaints being received, in the respect of anti-social behaviour/activity attributed to the activity conducted at the premises.

### 3 Charges

- 3.1 The Whiteley Room is available as a free exhibition space for art groups, community or school groups and individual artists.
- 3.2 If a bond is imposed, the bond must be paid seven (7) days prior to the hire date.
- 3.3 Payments can be made by phone, mail or in person to the City of Gosnells, Administration building.
- 3.4 Methods of payment are cash, cheque, EFTPOS and credit card (Master and Visa cards only). Payments can be made over the phone by credit card.

### 4 Cleaning

- 4.1 At the conclusion of the function/session the Hirer shall:
  - 4.1.1 Leave the room in a clean and tidy condition.
  - 4.1.2 Make sure air conditioning and lighting are switched off.
  - 4.1.3 Place all rubbish in bins.
  - 4.1.4 Remove all materials used to support, hang, or affix artworks from the room.
  - 4.1.5 Report all damage that has occurred either accidentally or maliciously to any part of the room used.

### 5 Hirer's 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 another charge (e.g. exhibition entrance fee).
- 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.
- 5.5 The hirer is responsible for the behaviour of all persons attending their activity (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 The hirer is required to start and finish on time. Set up and clean-up is to be included within the time booked.
- 5.8 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 Civic Centre between 8:30am - 4:30pm 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 Civic Centre. Failure to return keys/cards will incur a weekly late return fee as per the current Schedule of Fees and Charges.
- 6.3 An additional \$50 will be charged for the replacement of any lost keys and 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 room/building is secured prior to leaving the premises. This includes kitchen and toilets if in use during the artists stay at the Fishbowl. WEDGES CAN ONLY BE USED ON FISHBOWL DOORS WHILST ARTIST IS IN SITU, DO NOT USE WEDGES TO KEEP ANY OTHER DOORS OPEN FOR ANY PERIOD OF TIME.

### 7 Insurance

- 7.1 Hirers are responsible for any public liability in respect to their activity (City of Gosnells public liability will only cover injury; loss or damage as a result of any proven neglect or default of the City).  
*Note: Non-commercial artists/stallholders using a City venue may be eligible for public liability insurance coverage available through Local Community Insurance Services. Contact the City to enquire.*

### 8 Restrictions

- 8.1 WA Law prohibits smoking inside any City owned community facility.
- 8.2 Smoke machines are strictly prohibited.
- 8.3 Confetti or other similar materials are strictly forbidden either inside or outside the building.
- 8.4 Decorations such as balloons or streamers are allowed inside rooms or halls provided they are cleaned away at the end of the activity. Helium balloons are permitted provided they are anchored.
- 8.5 The driving of nails and screws etc. into any part of the room fixtures and fittings is strictly forbidden.



- 8.6 Vehicles must only use the parking bays provided. No parking on grassed areas. Modified penalties apply (see City of Gosnells Parking & Parking Facilities Local Law 2005).
- 8.7 Noise levels must comply with the Environmental Protection (Noise) Regulations 1997.
- 8.8 The hirer shall comply with the provisions of the Health Act, Liquor Act, Police Act and Criminal Code, or any other Act in force.

- 9.1 The City 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 will make every effort to provide the hirer with a clean and tidy facility.
- 9.3 The City's staff and the City of Gosnells will exercise all due care, but will not be responsible for any loss, damage or theft of any artwork or items belonging to the Hirer. Hirers must realise that their artwork will be exhibited in a public venue and is therefore subject to risk. Not all display units are secure, and it is at the artist's discretion to display secure or unsecured items. It is the responsibility of the hirer/artist to provide insurance for their work.

Arts and Programs Officer  
City of Gosnells  
PO Box 662  
Gosnells WA 6990  
Telephone 9397 3111

I \_\_\_\_\_ agree to the booking application/permit conditions for use of the City of Gosnells Whiteley Room.

Date \_\_\_\_\_

<b>Booking Application/Permit:</b>  Approved / Not Approved (please circle)	Approved by:	Date:
<b>Local Community Insurance Services Public and Products Liability Insurance Scheme for Hobbyist Performers and Stallholders:</b>  Approved / Not Approved (please circle)	Assessed by:  Officer Name _____  Officer Title _____  Signature _____  Refer to database in ECM 4619673	Date: