



## Conditions of Hire - Parks

### 1 Applications/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 Whilst a formal booking can be made, **it does not give the hirer sole usage of the location** as the park or reserve remains available to the public at all times.

### 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 Park and reserve access
  - 2.2.2 Erection of temporary structures
  - 2.2.3 Entertainment equipment
  - 2.2.4 Farm animals
  - 2.2.5 Loss of keys
  - 2.2.6 Damage
  - 2.2.7 Security call outs
- 2.3 The bond can only be refunded to the person or organisation whose name appears on the receipt. Bond will be refunded within fifteen 15 working days.
- 2.4 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.
- 2.5 **Reserve bond will be forfeited in the event of any substantiated community complaints being received, in the respect of anti-social behaviour/activity attributed to patrons of the event.**
- 2.6 Bond refunds will be refunded within fifteen 15 working days via credit card or bank deposit.

### 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 fourteen 14 days of the booking being made or the booking will be deemed to be cancelled.
- 3.3 All payments must be paid by the payment due date.
- 3.5 Cancellation of any booking **must be made in writing** fourteen 10 working days prior to avoid any financial penalty.
- 3.6 Refunds cannot be made in the event of inclement weather.
- 3.7 The hirer may make an application for a transfer to another date without forfeit depending on circumstances, cost and the availability of the park or reserve.
- 3.8 Methods of payment include credit card (Master and Visa cards only), EFTPOS, cash or cheque made payable to the City of Gosnells (must be receipted 7 days prior to event).

### 4 Cleaning

- 4.1 **At the conclusion of the event the Hirer shall:**
  - 4.1.1 Leave the area in a clean and tidy condition.
  - 4.1.2 Ensure all surrounding areas, car parks, verges and park lands are left clean and tidy.
  - 4.1.3 Place all rubbish in bins.
- 4.2 The hirer must remove all excess rubbish from the park or reserve. Failure to do so will result in a maximum fine of AUD \$1000 (see Western Australian Consolidated Acts, Litter Act, Part IV, Section 23)
- 4.3 The hirer must report all damage that has occurred either accidentally or maliciously to any part of the park or reserve used.

### 5 Hirers Responsibilities

- 5.1 Hirers must show respect and common courtesy for other user groups and residents within the surrounding area. Any complaints received could jeopardise future bookings.
- 5.2 The hirer is responsible for the behaviour of all persons attending the event or activity.
  - 5.2.1 The behaviour of children will be the responsibility of the parents/guardians concerned.
- 5.3 Hirers are responsible for the insurance of their own equipment or supplies.
- 5.4 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. 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.

- 5.5 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.
- 5.6 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 are to be collected from the City's Administration building (2120 Albany Highway, Gosnells) 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 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.

## **7 Restrictions**

- 7.1 The use of confetti, rice or similar material is strictly forbidden, maximum fine AUD \$1000 (see Western Australian Consolidated Acts, Litter Act, Part IV, Section 23). Rose petals are acceptable.
- 7.2 It is an offence under Western Australian alcohol laws for any persons to consume alcohol in public, maximum penalty AUD \$2000 or on the spot fine of AUD \$200 (see Liquor Control Act 1988, Section 119(4a)).
- 7.3 The hirer shall not charge an entry fee to any reserve or park unless the charge has been authorised by the City of Gosnells.
- 7.4 Horses, camels and ponies are strictly forbidden.
- 7.5 No pointed objects are to be driven into the surface of any park or reserve.
- 7.6 The use of fireworks by the general public is banned in Western Australia (WA), except for unrestricted fireworks such as bon-bons, party poppers, Christmas crackers, throwdowns and sparklers.
- 7.7 During a total fire ban season 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.
- 7.8 Vehicles must only use the parking bays provided. No parking on grassed areas. Modified penalties apply (see City of Gosnells Parking and Parking Facilities Local Law 2005).
- 7.9 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 City of Gosnells Responsibilities**

- 8.1 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 their control.
- 8.2 The City of Gosnells will make every effort to provide the hirer with a clean and tidy facility.
- 8.3 The City of Gosnells is not responsible for any damage, theft or loss of items belonging to or the responsibility of the Hirer.
- 8.4 The City of Gosnells Security Company reserves the right to close the function at any time due to breach of terms and conditions.

## **9 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**