



Wilkinson Homestead Grounds: conditions of hire

1 Applications/Bookings

- 1.1 All applications must be on the official application form.
- 1.2 All applicants must be aged 18 years or over.
- 1.3 Tentative bookings are held for fourteen (14) days.
- 1.4 City of Gosnells reserves the right to refuse an application as per Local Government Act 1995, Part 3, Division 3, 3.1 (b).
- 1.5 Bookings will be taken up to 12 months in advance.
- 1.6 City of Gosnells reserves the right to cancel any bookings. Such action would only be taken in the event of extreme necessity, as per City of Gosnells Local Government Property Local Law 2009, Part 3, Division 3, 3.12.
- 1.7 Hirer's should arrange access or viewing directly with staff at Wilkinson Homestead Museum via phone Tuesday – Friday. Ph: 9397 3144

2 Bonds

- 2.1 A bond as per the Schedule of Fees and Charges will be applicable to all bookings.
- 2.2 The bond is held against the following:
 - 2.2.1 Grounds access
 - 2.2.2 Erection of temporary structures
 - 2.2.3 Entertainment equipment
 - 2.2.4 Damage to the buildings, lawns, gardens, grounds, display objects or equipment.
 - 2.2.5 Breach of conditions of hire.
 - 2.2.6 Additional security call out.
 - 2.2.7 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 **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 function conducted at the premises.**

3 Charges

- 3.1 A deposit must be paid within fourteen (14) days of the booking being made.
- 3.2 All times booked will be paid for in full fourteen (14) days prior to the booking.
- 3.3 Costs of hire and bonds are in accordance with the current Schedule of Fees and Charges.
- 3.4 Cancellation of any booking **must be made in writing** fourteen (14) days prior to avoid any financial penalty.
- 3.5 Refunds can not be made in the event of inclement weather.
- 3.6 The hirer may make application for a transfer to another date without forfeit depending on circumstances, cost and the availability of the facility.
- 3.7 Cost of hire and bonds being paid by cheque must be done seven (7) days prior to the hire date. Cheques will not be accepted after this time.
- 3.8 Payments can be made by phone, mail or in person to the City of Gosnells, Administration building.
- 3.9 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 event the Hirer shall:**
 - 4.1.1 Leave the entire grounds and parking area being hired in a clean and tidy condition.
 - 4.1.2 Ensure all external surrounding areas, car parks, verges and park lands are left clean and tidy.
 - 4.1.3 Place all rubbish in bins.
 - 4.1.4 Wipe and stack tables and chairs and return to the designated storage areas.
- 4.2 The hirer must supply their own cleaning equipment.
- 4.3 The hirer must remove all excess rubbish from the premises. Failure to do so will result in a fine under Section 23 of the Western Australian Litter Act 1979.
- 4.4 The hirer must report all damage that has occurred either accidentally or maliciously to any part of the building or grounds used.
- 4.5 Remove all decorations (including materials used to support, hang, or affix the decorations) from the building or grounds (see points 6.9 & 6.10).
- 4.6 No equipment of any description is to be dragged, rolled or otherwise moved across the grass or garden areas. All equipment is to be carried or shifted with a trolley.

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.
- 5.3 The behaviour of children will be the responsibility of the parents/guardians concerned.
- 5.4 Hirers must ensure that music is turned down after 10pm and ceases at 12 midnight.
- 5.5 Complaints received from adjacent residents could jeopardise return of bond and /or future applications.

- 5.6 Hirers are responsible for the insurance of their own equipment or supplies.
- 5.7 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 can not be held liable under any circumstances.
- 5.8 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.
- 5.9 Any persons or organisations dealing with children MUST have a Working with Children Card. (See Criminal Record Checking Act 2004).
- 5.10 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, i.e. receipts, tax invoices or a letter from the registered company (see Security and Related Activities Control Act 1996).

6 Restrictions

- 6.1 The use of confetti, rice or similar material is strictly forbidden anywhere on site, maximum fine AUD \$1000 (see Western Australian Consolidated Acts, Litter Act, Part IV, Section 23). Rose petals are acceptable.
- 6.2 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).
- 6.3 The hirer shall not charge an entry fee to any reserve or park unless the charge has been authorised by the City.
- 6.4 Horses, camels, ponies and dogs are strictly forbidden.
- 6.5 No pointed objects are to be driven into the surface of any park or reserve.
- 6.6 The hirer shall comply with the provisions of the Health Act, Liquor Act, Police Act and Criminal Code, or any other Act in force.
- 6.7 Smoke machines are strictly prohibited.
- 6.8 No inflatable/amusement equipment such as bouncy castles, bucking bulls etc are permitted.
- 6.9 Decorations such as balloons or streamers are allowed provided they are cleaned away at the end of the function. Helium balloons are permitted provided they are anchored.
- 6.10 The driving of nails and screws etc into any part of the building fixtures and fittings is strictly forbidden. No pointed objects are to be driven into the surface of any park or reserve.
- 6.11 All deliveries to and collection from the facility are to be included in the agreed hire time.
- 6.12 Noise levels must comply with the Environmental Protection (Noise) Regulations 1997.
- 6.13 Under no circumstance can an event to be held in a City of Gosnells facility be advertised on the Internet or social networks.
- 6.14 Outdoor exhibits (eg tractors and machinery) must not be climbed on or otherwise damaged and there is to be no climbing or damage to the orchard.
- 6.15 If the adjoining John Okey Davis Park is used for parking there must not be any damage to grass caused by vehicles.

7 City of Gosnells Responsibilities

- 7.1 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.
- 7.2 The City of Gosnells will make every effort to provide the hirer with a clean and tidy facility.
- 7.3 The City of Gosnells is not responsible for any damage, theft or loss of items belonging to or the responsibility of the Hirer.
- 7.4 The City of Gosnells Security Company reserves the right to close the function at any time due to breach of terms and conditions.

8 Insurance

- 8.1 Hirers are responsible for the insurance of their own equipment or supplies.
- 8.2 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.

9 Disputes

Any disputes must be made in writing and marked to the attention of:
Facilities & Bookings Coordinator
City of Gosnells
PO Box 662
GOSNELLS WA 6990

FOR AFTER HOURS ASSISTANCE PLEASE CONTACT (08) 9397 3000