



Conditions of Hire - Buildings

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 Local Government Act 1995, Part 3, Division 3 3.12.

2 Bonds

- 2.1 A bond as per the Schedule of Fees and Charges will be applicable to all social functions 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 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 Not arming the Security System on completion of function/activity will incur a deduction from the bond.
- 2.7 **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 function conducted at the premises.**

3 Charges

- 3.1 The minimum social function booking time is 4 hours.
- 3.2 A deposit must be paid within fourteen (14) days of the booking being made.
- 3.3 All times booked will be paid for in full fourteen (14) days prior to the booking.
- 3.4 Costs of hire and bonds are in accordance with the current Schedule of Fees and Charges.
- 3.5 Cancellation of any booking **must be made in writing** fourteen (14) days prior 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 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 **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 Ensure all external surrounding areas, car parks, verges and park lands to be left clean and tidy.
 - 4.1.3 Make sure all fans/air conditioning and lighting are switched off.
 - 4.1.4 Sweep all floors.
 - 4.1.5 Spot mop any spillage.
 - 4.1.6 Wipe and stack tables and chairs and return to the designated storage areas. (See 4.5)
 - 4.1.7 Place all rubbish in bins.
- 4.2 The hirer must remove all excess rubbish from the premises.
- 4.3 Remove all decorations (including materials used to support, hang, or affix the decorations) from the building. (See point 8.5, 8.6)
- 4.4 The hirer must report all damage that has occurred either accidentally or maliciously to any part of the building used.
- 4.5 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.
- 4.6 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.
- 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. (See 8.10)
- 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, i.e. receipts, tax invoices or a letter from the registered company (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. (See 2.5)
- 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 - 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 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 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 one off events.
- 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 the City's Function Centre 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, fourteen (14) days written notice is required. Cancellations with less than fourteen (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.
- 7.8 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).
- 8 Restrictions**
- 8.1 WA Law prohibits smoking inside any City owned community facility.
- 8.2 Smoke machines are strictly prohibited.
- 8.3 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.
- 8.4 No inflatable/amusement equipment such as bouncy castles, bucking bulls etc are permitted.
- 8.5 Confetti or other similar materials are strictly forbidden either inside or outside the building.
- 8.6 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.
- 8.7 The driving of nails and screws etc into any part of the building fixtures and fittings is strictly forbidden.
- 8.8 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).
- 8.9 All deliveries and collection to the Hall are to be included in the agreed hire time.
- 8.10 Noise levels must comply with the Environmental Protection (Noise) Regulations 1997.
- 8.11 The hirer shall comply with the provisions of the Health Act, Liquor Act, Police Act and Criminal Code, or any other Act in force.
- 8.12 Serving of alcohol and playing of music must cease at midnight and premises must be vacated by 1am.
- 8.13 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 breach of terms and conditions.
- 10 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