



Terms and Conditions for Halls (Town Hall and Victoria Hall)

Read these conditions carefully before completing the application form.
These conditions of hire shall form part of your approval, should approval be granted.

Application Process

- All applicants must be 18 years or older. Proof of age may be required
- All bookings must be made via SpacetoCo unless the hire period exceeds seven consecutive days. Bookings of seven days or more will be processed manually by the City's Bookings Officer.
- All booking requests remain pending until formally approved by the City.
- Include setup and cleanup time in your booking. Failure to vacate on time may incur additional fees
- Any changes, amendments or cancellations of bookings must be done on SpacetoCo or submitted in writing seven days prior to the booking
- The City reserves the right to:
 - Cancel or amend bookings at its discretion.
 - Request additional details about your event to determine its suitability.
 - Reject applications if the event does not align with the facility's intended use.
- No City managed public spaces or venues can be booked for public events more than 12 months in advance unless otherwise agreed to by contract with the City.
- The facilities will only be used for the specific purpose outlined in the application and agreed to by the City of Fremantle
- Hirers requesting the community rate must provide proof of not-for-profit status
- Public Liability Insurance may be required before approval.

Fees and Payments

- Hire fees are set in accordance with the City's Fees and Charges. Payments are made through SpacetoCo
- Casual bookings must be paid in full at the time of booking.
- Regular hirers will be automatically direct debited the month following their booking.
- If full payment is not received the City of Fremantle is under no obligation to proceed with the booking/hire event.
- All bookings which fall outside of the current financial year (FY) will be charged at the rates as approved by the City in the corresponding financial year schedule of fees and charges –not at the rates at time of booking.

Bonds

- All bookings may be subject to a bond of up to \$5000
- Bond payments are determined by a City Bookings Officer based on the following risk factors:
 - Multi-day hire



- Commercial booking
 - Event open to the public
 - Attendance exceeding 100 people
 - Food being served
 - Amplified music
 - Use of stage production
 - Use of the Grand Piano
 - Alcohol being served
- The bond amount is calculated based on the number of risk factors met:
 - 1 condition: \$500
 - 2 conditions: \$1,000
 - 3 conditions: \$1,500
 - 4 conditions: \$2,000
 - 5 conditions: \$2,500
 - 6 conditions: \$3,000
 - 7 conditions: \$3,500
 - 8 conditions: \$4,000
 - 9 conditions: \$4,500
- Bonds shall be payable to the City at least two business days prior to the commencement of the booking via SpacetoCo.
- The bond is held against but not limited to;
 - Additional cleaning required.
 - Damage to the facility, area or equipment (direct or indirect).
 - Returning of keys issued to hirer for any City facility.
 - Access exceeding the approved booking time - Any breach of the Terms and Conditions of hire.
- Where the cost of damages and/or additional cleaning is greater than the bond paid, such additional expenses will be recoverable from the applicant.
- The bond will be forfeited in the event of any substantiated community complaints in respect to antisocial behaviour attributed to guests/patrons of the booking(s)/event(s)
- If no bond or pre-authorisation has been taken, the City will submit a claim through SpacetoCo to issue a fee and recover any associated costs.
- Bonds are GST exempt, however any charges deducted from the bond are subject to GST and will be detailed on a tax invoice with the remainder of the bond (if required).

Hours of Hire

- Bookings will only be approved within office hours (Monday to Friday, 9:00am to 5:00pm, excluding public holidays)
- Activities must only be held during times approved for use by the City:
 - Town Hall: 7am to Midnight Monday to Saturday
9am to 10pm Sunday and public holidays
 - Vic Hall: 7am to 10pm Monday to Saturday
9am to 10pm Sunday and public holidays
- Organised activities are not to take place when facilities are closed or outside approved times



- All set up and pack down, including deliveries and cleaning, must be completed within the hours of hire
Any additional usage must be applied for, approved by the City in writing, and any required fees paid to the City within the stipulate time frame, prior to any additional usage taking place
- Accessing facilities/grounds outside of your booking time is considered a breach of terms and conditions

Cancellations of Bookings

- 100% refund (minus booking fee) on cancellations up until seven days before your booking. After that, there are no refunds on cancellation.
- Cancellations are required in writing or to be actioned via SpacetoCo
- Monies will not be refunded within seven days due to poor attendance, inclement weather or failure to pick up keys.
- The City reserves the right to refuse, cancel and/or withhold the hiring of its Halls should special circumstances warrant such action. Should a confirmed booking be cancelled in such circumstances all monies paid to the City will be refunded. A minimum period of two weeks' notice is to be provided.

Keys

- Keys to facilities are available for collection two business day prior to the booking. It is the hirers responsibility to collect the keys during business hours: 8:00am and 5pm, Monday to Friday (excluding public holidays) from the Walyalup Civic Centre, located at 151 High Street, Fremantle.
- Keys are to be returned to Walyalup Civic Centre no later than two business day after the booking. Regular hirers will be issued a key until the end of their series of bookings.
- An additional fee will be charged for the replacement of any lost or unreturned keys
- The hirer will be required to sign out the keys when collecting keys
- Monies will not be refunded for failure to collect keys within the stipulated timeframes
- The hirer may request to have someone collect the key on their behalf. This request must be made in writing to the bookings team prior to the day of key collection.
- Additional call out fees for Bookings Officer or other council workers caused by the hirer, or resident complaints, will incur a fee to the hirer.

Insurance

- Public Liability Insurance is required to be provided to the City before the booking is approved for sporting bodies, clubs, associations, schools, corporations or incorporated bodies and/commercial entities.
- The hirer is responsible for organising their own Public Liability Insurance and other relevant insurance policies.
- The City does not insure or provide any form of indemnity for any equipment, structure, items or personal property stored, place or left in any building, structure or on the grounds or facilities. It is recommended to all hirers to insure personal belongings, equipment and stock.
- Should any accident and/or injury occur during the booking, the City of Fremantle cannot be held liable under any circumstance.



- The hirer is responsible for ensuring any employees/volunteers for the booking/event that will be dealing with children have a current Working With Children card.
- Insurance is to be kept current throughout the entire hire period.
- The City has taken out a 'Casual Hirer's Liability Policy', which provides public liability insurance coverage for casual hirers of facilities owned by or in the control of the City of Fremantle. Hirers should note that coverage under the 'Casual Hirer's Liability Policy' is only provided for individuals or groups that use City facilities on a one-off/occasional basis (up to twelve times a calendar year). Hirers should note that they are not covered under this policy if they hire a facility on a regular basis (more than twelve times a year) or if the hirer is an incorporated group, sporting club, or association. Hirers not covered by the Casual Hirer's Liability Policy shall be responsible for arranging their own insurance coverage for any facility it leases from the City.
- The applicant is responsible for any infringement of copyright in connection with the performance of any musical, literary or dramatic works on any City reserve or facility.
- If performing at the hall you may be required to obtain Australasian Performing Right Association (APRA) and Phonographic Performance Company of Australia (PPCA) live performance licenses. Contact APRA (08) 9382 8299 and PPCA on (02) 9267 7877.

Restrictions

- Smoking is not permitted within City facilities or within a 5-metre radius of any City building.
- Smoke machines, mist, haze or bubble machines and similar are not permitted.
- Candles, open flames and BBQ's are not permitted
- Birthday celebrations, hens, bucks, school ball pres/afters, bookings with exotic dancers, nudity or similar entertainment are not permitted.
- Signs, fittings or structures must not be erected within or on any City facility without written approval from the City.
- Hanging decorations such as balloons, streamers, festoon lighting, or any other items on fans, ceilings, or walls is not permitted.
- The release of helium balloons is prohibited.
- Adhesive tapes, blue tac (or similar product), nails, staples, gaffer tape or any other fixing device is prohibited on any internal or external surface, including the walls, floors, doors or stage. Any paint chips or floor markings will result in a penalty being deducted from the bond.
- Rice, confetti, paint, balloons, artificial flowers and naked flames are not permitted in any City of Fremantle facilities or reserves under any circumstances. Fresh flower petals are acceptable. All areas must be left clean and tidy with all rubbish removed from site. Additional cleaning fees may apply for non-compliance.
- No items, including trapeze, ropes, cables, or lighting equipment, are to be hung from, fixed to, or removed from the roof, balcony, or truss systems.

Leaving the Facility

- The hirer is responsible for ensuring all electrical equipment (lights, air-conditioning, cooking appliances, floodlights etc.) are switched off, doors and windows are locked prior to leaving the facility.
- The hirer is responsible for ensuring the venue is locked up and secure before departure.



- The hirer is financially responsible for any loss or damage resulting from the failure to carry out the above checks.
- Any costs for a City of Fremantle employee to attend will be passed on to the hirer or retained from the applicable bond.
- The applicant is not permitted to extend the hire time on the night of the booking. Occupants including caterers, bar staff and any guests must vacate the facilities within thirty minutes of the hire time. Failure to comply with this will result in a penalty charge being equal to double the appropriate hourly rate.

Hirers Responsibilities

- The hirer must abide by the Terms and Conditions as listed in this document as well as any additional terms and conditions imposed by the City of Fremantle including Local Laws.
- The hirer shall not under any circumstances sub-hire a community facility or reserve to a third party. The hirer shall be deemed to be the applicant, and the term 'hirer' shall not extend to any other person and/or any other organisation with whom the hirer may have an association.
- It is the hirer's responsibility to provide true and correct information on their application and in all subsequent correspondence. False, misleading or deliberately withheld information that may alter the outcome or the City's initial approval could result in the booking being cancelled and forfeiture of any payments made.
- Upon acceptance of the hiring, you bind yourself as the hirer to indemnify the City of Fremantle and employees of the City of Fremantle against all claims which may be made against them for damages or otherwise, in respect to any loss, damage, death or injury caused by, or in the course of, or arising out of, hiring of the venue.
- The hirer will warrant the hall is not to be used for any unlawful purpose.
- The hirer is responsible for the behaviour of all persons attending, this includes the responsible service of alcohol.
- The approved hirer is responsible for ensuring adequate first aid is available.
- The hirer is responsible to stock bathroom consumables including toilet paper and hand soap and provide their own cleaning products.
- It is the hirers responsibility to source its own waste management (bins). There are no waste bins onsite. All rubbish and perishables must be removed from site.

Emergency Evacuation Process

- A mandatory venue induction is required to be completed prior to the first booking date.
- The hirer must abide to the venues emergency plan and will be responsible to implement at any time of an emergency.
- Emergency Exits Emergency exit doors are for emergency only – opening of these doors unnecessarily incurs a penalty deduction from bond for replacement of the glass lock.
- The hirer is responsible for ensuring adequate emergency evacuation equipment including warden vests, hats and communication devices are available.

City of Fremantle Responsibilities

- The City of Fremantle does not give any warranty as to the suitability of the premises for the stated purposes of the applicant. The City takes reasonable care to present the premises in sound operational condition.



- The City rejects any responsibility for any event or circumstance that is beyond the City's control which may adversely impact upon the applicant's operation and use of the premises. Should such circumstances eventuate the applicant acknowledges and accepts that it is not entitled to any refund, partial or whole, of any monies that may have been paid to the City as part of the hire agreement. Any decision to refund any monies is to be at the sole discretion of the City.
- 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.
- The City reserves the right to impose additional terms and conditions appropriate to the proposed hire purpose.
- The City will not accept liability for any damage, theft or loss of items belonging to or the responsibility of the hirer.
- The City reserve the right to close/cancel/finish a booking at any time due to breaches of terms and conditions or local and state laws, e.g Exceeds capacity limits, noise levels, underage drinking, or any inappropriate behaviour.
- City Officers and authorised contractors reserve the right to access facilities at any time without prior notice to the user. This is to allow for emergency maintenance and facility inspections.

Noise

- Noise levels must be monitored and always controlled to meet the Environmental Protection (noise) regulations 1997.
- The City has strict restrictions on the use of amplified music including live bands and musical instruments. Hirers must disclose if there are to be amplified music played at the time of making their booking.
- In an event of a complaint, noise must cease as directed by a City officer or authority figure. Should this directive be ignored, part bond monies may be forfeited.

Alcohol and Gaming

- Consuming alcohol within a City facility should be stipulated within the booking application. It is an offence to consume alcohol on City premises without consent. Approval can be granted as per Liquor Act 1988, section 119(1).
- An Occasional Liquor License is required if alcohol is to be sold or provided as part of a ticket charge. Obtaining a liquor license is the responsibility of the hirer and must be approved no later than 14 business days before the booking takes place. For further information please visit www.rgl.wa.gov.au

Filming and Photography

- The City must be advised if the facility and/or its surrounds are to be used for any purpose which may include images of the facility being broadcast/published, including photography, filming or televising. The hirer is required to pay any additional fees that may be incurred.
- Filming permits are only required for the filming and/or photography outside and around City facilities.

Events

- Bookings for low risk and low impact events do not require to complete an event application. If your booking is deemed as high risk you will be required to complete



and event application and obtain an event permit prior to your booking being approved.

- The City does not accept private bookings, such as birthday parties and weddings except at Vic Hall. Private booking requests will be reviewed and accessed on a case by case bases.
- Should you wish to enquire about an alternative venue please contact the City of Fremantle's Booking Officer on BOOKINGS@fremantle.wa.gov.au

Venue Capacity

- Town Hall: The maximum standing capacity allowed is 400 persons.
- Victoria Hall: The maximum standing capacity allowed is 295 persons.
- Variations to the above capacities must be applied for and will be reviewed on a case-by case basis.

Parking and Vehicles

- There is no allocated parking at Town Hall and Victoria Hall.
- It is the responsibility of the hirer to arrange parking permits if required.
- Vehicles must adhere to parking regulations and restrictions.
- Vehicles are not permitted on parks without written consent from the City.

Kitchen Use

- Bookings will not be made to catering providers, any applicant who intends to use the Hall to provide catering services to clients, or to re-book the facilities to a third party.
- Food must be prepared off site and only served from the supper room.
- No food can be heated on the stove or any oils and fats poured down any sinks.
- Kegs must not be placed in the Fremantle Town Hall Auditorium at any time. They must be stored in the supper room.
- All refreshments served at Town Hall are to be issued from the Atrium or Supper Room only.

Cleaning and Damage

- The hire fee includes a fee for basic cleaning only. All additional cleaning costs (where required) will be deducted from the hirer's bond as stated above.
- The hirer is responsible for leaving City property in a clean and tidy condition, including the removal of rubbish. It is the hirers responsibility to source its own waste management (bins). There are no waste bins onsite.
- The hirer must provide their own cleaning equipment and materials.
- Hirers must immediately report any maintenance issues to the City either via email at bookings@fremantle.wa.gov.au, via SpacetoCo messenger, or by phone on 9432 9712 during business hours or 1300 693 736 after-hours.
- Repairs are to be carried out only by the City and/or its approved contractors.
- The hirer is financially responsible for any damage to City property as a result of the booking.

At the Event

- City officers have the authority to act on the City's behalf during an event and are to be allowed access at any time.



- If a City officer is required to attend to any matter outside of normal working hours the applicant is to be charged the cost of the call out (minimum four hours). City staff is ONLY on call for emergency building maintenance issues.

Safety and Security

- The hirer is responsible for the safety and security of all persons and belongings at the facility.
- The hirer is responsible for ensuring any electrical equipment used within the facility is in safe working order and is test and tagged.
- The hirer is responsible to register the booking with WA Police Force if the event is medium/large scale.
- Security of some form is required at every facility booking. Depending on the scale of the event, external security will be requested at an external cost to the hirer. The scale of the event will be determined by the Bookings Officer.
- The maximum capacity of the facility, as determined by the City, must not be exceeded

Compliance with Legislation and Local Law

- The hirer must comply with the provisions of all relevant State and Commonwealth legislation and in particular, the Environmental Protection Act 1986, the Environmental Protection (Noise regulations) 1997 and Health Act 1911.
- The hirer must ensure compliance with the City of Fremantle's local laws.



Important Contacts		
General booking enquiries	Bookings@freamntle.wa.gov.au	9432 9712
Development support and opportunities	recreation@fremantle.wa.gov.au	9334 6262
Sharps, human waste, and behaviour of concern	Community Safety/Rangers (Sunday - Tuesday 7am – 9pm, Wednesday – Saturday 7am – 2am)	1300 360 666
Emergency	Fire/Ambulance Fremantle Police Station	000 9430 1222
Service and Information	City of Fremantle	9334 6262
After-hours	City of Fremantle	1300 MY FREO (1300 693 736) For urgent calls outside of our regular office hours (8am-5pm), press '5' when prompted to be redirected to an operator