



# Application to Hire Reserve for a Wedding Ceremony

Please note all application forms must be submitted no later than 21 days prior to your event to be considered for approval. Applications submitted outside of these times will not be processed.

Name of Hirer \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Work \_\_\_\_\_ Mobile \_\_\_\_\_

Which Reserve do you require?

**Monument Hill Reserve**

**Kings Square**

**Sorrell Park**

**Leighton Beach**

**Port Beach**

**Beach Street Reserve**

**North Fremantle Foreshore (near Pier 21)**

**Montreal Street Park**

**Gibson Park**

**South Beach**

**Gill Fraser Reserve**

**Horrie Long Reserve**

**Other Reserve** \_\_\_\_\_

Day and Date(s) of Hire \_\_\_\_\_

Time of Hire – Start (include set up time) \_\_\_\_\_ Finish (include pack up time) \_\_\_\_\_

What items are you bringing onto the reserve:

\_\_\_\_\_  
\_\_\_\_\_

Please note this is an application form only. Bookings are not confirmed until approval has been granted by the City of Fremantle and payment of all fees have been received.

I/We have read, understood and agree to abide by the conditions of Hire. I/We agree to indemnify the City of Fremantle against all actions, claims, demands and costs arising out of or in connection with the hire of this facility.

Signature of Hirer \_\_\_\_\_ Date \_\_\_\_\_

**Please ensure you have attached the Credit card bond form if you wish to use this.**

APPLICATION FORM SUBMISSION:			
<b>In Person:</b> Bookings Officer Town Hall Centre 8 William St, FREMANTLE	<b>By Mail:</b> Bookings Officer City of Fremantle PO Box 807, Fremantle, 6959	<b>Via email:</b> bookings@fremantle.wa.gov.au	<b>Or Contact:</b> Phone: 9432 9702 Fax: 9432 9901



## CREDIT CARD BOND REQUEST FORM

Today's Date \_\_\_\_\_ Function Date \_\_\_\_\_

Bond Amount \$ \_\_\_\_\_

Facility \_\_\_\_\_

### CONTACT DETAILS

Company/Individual \_\_\_\_\_

Address \_\_\_\_\_ Postcode \_\_\_\_\_

Email \_\_\_\_\_ ABN (if applicable) \_\_\_\_\_

Phone (Daytime) \_\_\_\_\_ (Mobile) \_\_\_\_\_

Drivers Licence Number \_\_\_\_\_ State Issued \_\_\_\_\_

### CREDIT CARD DETAILS

Cardholders Name \_\_\_\_\_

EXPIRY DATE

<input type="text"/>	<input type="text"/>	/	<input type="text"/>	<input type="text"/>
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CARD NUMBER

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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CARD TYPE

<input type="checkbox"/>	ASTERCARD	<input type="checkbox"/>	<input type="checkbox"/>
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I hereby acknowledge the cardholder is responsible for leaving the premises in its original condition and is liable for any damage caused whilst on premises.

Credit Card Holders Signature

#### **PROCESS FOR PAYING BOND BY CREDIT CARD:**

**The City of Fremantle will take all details relating to your credit card. No money will be charged to the card, unless there is any need for a bond deduction. (See conditions of hire for details). In the case of a bond deduction being necessary the City of Fremantle will debit the amount from your credit card.**

**A bond deduction will be limited to the bond amount stated above and will be charged to the above credit card within 15 working days from the date of hire. Should the City of Fremantle determine a claim for recovery of costs that is greater than the bond amount, an invoice will be raised for the balance of funds.**

## **Terms & Conditions**

You agree that all of the information you have produced to the City of Fremantle in relation to the hall or reserve hire bond is correct.

You warrant to City of Fremantle that you are fully authorised to use the credit card details as provided on the form.

The City of Fremantle reserves the right to pursue any outstanding debt through either a debt collection agency or legal/court processes if your credit card provider has advised the City of Fremantle that it will not honour your credit card details.

You warrant to the City of Fremantle that your credit card is within validity date and is not listed on any warning bulletin held by any bank or credit card provider.

Whilst the City of Fremantle will use all reasonable endeavours to ensure the security of your information provided, the City of Fremantle does not warrant that other parties will not assess the information.

The City of Fremantle warrants that, providing the Hirer has met all necessary terms and conditions of hire, the authority to deduct funds from the card details provided will be cancelled.

The Hirer accepts that: Where it is necessary to retain the bond (being all or a proportion of the bond amount), the City of Fremantle will proceed to process a claim for the recovery of costs incurred from the hirer's authorisation on this form.

## Conditions of Reserve Hire

Please read these conditions carefully – before completing the Application Form

### General Conditions

- All bookings are subject to the hirer being responsible for compliance with legislative requirements including Council policies, Local Laws and Regulations.
- Compliance with Council's Hiring Policy and Schedule of Fees and Charges for Sporting and Recreation Reserves form part of these conditions.
- All bookings are subject to Council Local Laws and Regulations.
- Private Functions generally will not be permitted on reserves (except for wedding ceremonies only).
- Council reserves the right to refuse, cancel and/or withhold the hiring of any park, reserves or associated building should special circumstances warrant such action; Should a confirmed booking be cancelled all monies paid to Council will be refunded in such instances. A minimum period of 3 weeks notice shall be provided.
- The right to refuse the hiring of any park, reserves or associated building extends to the Council's interpretation of what is deemed appropriate or not in each circumstance. For example any activity which may cause anti-social behaviour or complaint from properties in the vicinity would not be supported.
- Hire times shall incorporate any time required for pre-functional deliveries and/or set up arrangements and must be indicated on the application form.
- All major events in Kings Square will be presented to the Special Events Committee for consideration and determination of suitability of the event for Kings Square. St Johns Church will be consulted. Upon consideration and suitability of the event, advice will be provided to the applicant by the S&I Bookings Officer to ensure the most effective event arrangements are in place and the requirements of the City of Fremantle, St Johns Church and the applicant are taken into consideration.
- Final approval of large events in Kings Square rest with the Coordinator of Service and Information. A Risk Management Plan may be required for large events.

### Preparation for the Event

- All litter will be the responsibility of the hirer; removal of litter undertaken by Council staff will be charged against the bond. Permanent bins on the Park are for pedestrian rubbish only. If the bins are used for commercial rubbish, the hirer will be liable to a penalty. Extra bins can be hired from the Council at additional cost. Please contact Council's Waste Management Supervisor on 9432 9612 to make arrangements for supply of additional bins.
- Any event wishing to use amplified music on a reserve must contact Council's Health Services Department for approval at least 3 months before the event. This may require approval from a Council Committee or full Council).
- Council reserves are all public open space and no hirer shall erect a fence around an event or charge an admission fee unless authorised by Council. Permission needs to be sought from Council at least three (3) months prior to the event.

### Cancellation

- Cancellation of a confirmed booking is required in writing to the Bookings Officer.
- Booking fee is not refundable.
- Cancellation within seven (7) days will also forfeit total hire fees paid.

### Payment

- The hire fee is payable to Council at least seven (7) days prior to the hire date.
- Bonds will be charged, part of all of which may be used for repair or restoration work to Council assets (such as reticulation, fences, turf, etc) necessitated by the Hirer's activities or to cover the cost of extra services which Council staff may have to supply.
- All fees and charges for Reserve bookings are inclusive of a 10% GST (except Bonds which are GST exempt), unless legislation provides otherwise, and will be detailed on a Tax Invoice. **Please allow 2-3 weeks after your event for a bond refund.**
- All bookings which fall outside of the current financial year (FY) will be charged at the rates as approved by Council in that FY Schedule of Fees and Charges – not at the rates at time of booking.

## **Damage**

- Any person found to be damaging any equipment or part of any reserve will be requested to vacate the reserve.
- All breakage's, i.e. glass etc must be cleaned up immediately. If necessary, the function should cease until broken glass is removed (this is for the safety of the public).
- Banners, display material, etc are not to be strung from the trees. The Norfolk Pines on the Esplanade Reserve are heritage listed and protected.
- Please note, that care must be taken when placing stakes into the ground in order not to damage Council's reticulation system. A map of the reserve can be organised with relevant markings if required. Parks officers must meet with organisers, who are placing marquees, tents or stakes of any kind into the ground (two (2) weeks prior to the event). Damage to reticulation will be billed against the hirer's bond. The hirer is liable for all damages.
- Any faults or damage to the reserve or equipment should be reported to bookings officer (Mon to Fri – 8am to 5pm) on 9432 9702 prior to or after usage.

## **At the Event**

- The use of confetti is prohibited on all City of Fremantle reserves.
- Council staff have the authority to act on Council's behalf during a function and shall be allowed entrance at any time.
- Be cognisant of and respectful to church services at St Johns.
- If a Council Officer is required to attend to any matter outside of normal working hours the hirer will be charged the cost of the call out (minimum four hours). Staff are ONLY on call for emergency building maintenance issues. All issues are to be addressed in the Risk Management Plan and if necessary directed to the WA Police.
- Authorisation to hold an event on the reserve does not give the hirer exclusive use of, or the right to restrict public access to, any reserve unless specifically authorised by the Council.

## **Protection of People and Property**

- Insofar as compliance with the requirements of the hire conditions permits, the hirer shall:
  - Provide all things and take all measures necessary to protect people and property.
  - Prevent nuisance and unreasonable noise and disturbance.
- The hirer shall have current insurance cover for:
  - Public Liability to the value of **\$10,000,000**. If a hirer does not have Public Liability cover insurance cover it may be available through the Municipal Insurance Broking Services of WA's Community Groups Insurance Facility. Forms can be found on the Local Government Insurance Services website [www.lgiswa.com.au](http://www.lgiswa.com.au).
  - Workers' Compensation to the full extent of liability under the Workers' Compensation Act (if applicable).
- A copy of the insurance Certificate of Currency (for the specific event and indemnifying Council as listed below).
- The hirer shall indemnify the Council against:
  - Loss of or damage to property of the Council, including existing property.
  - Claims by any person against the Council in respect of personal injury or death or loss of or damage to any property arising out of or as a consequence of the actions of the hirer.

## **Copyright and Public Performance of Music**

- The hirer shall be responsible for any infringement of copyright in connection with the performance of any musical, literary or dramatic works on any Council reserve.
- If performing at the hall you maybe required to obtain an Australasian Performing Right Association (APRA) and Phonographic Performance Company of Australia (PPCA) live performance licenses. Please contact APRA (08) 9382 8299 and PPCA on (02) 9267 7877.

## **Vehicle Access and Parking Permits**

- The hirer is to provide Council's Bookings Officer with a list of vehicle registration numbers in order for short-term permits to be issued. On completion of equipment, etc being unloaded, the vehicles are to be parked elsewhere. Council's Parking Services will infringe any vehicles not displaying a short-term permit.
- Do not park, load, unload or place loads less than three (3) metres from trunks of all trees on reserves.

In the event of any dispute or difference arising as to the interpretations of these conditions the decision of the Chief Executive Officer shall be final and conclusive.  
 Signing to acknowledge understanding and agreeing to comply with these conditions on the Application Form is further acknowledgement of indemnifying the Council.

### Schedule of Fees and Charges 2008/2009

General Reserve Hire Fee	Private / Non-Commercial (incl Charitable)	Commercial
Full Day (8hrs)	\$137.50	\$385.00
Half Day (4hrs)	\$70.00	\$195.00
Hourly Charge (or part)	\$34.00	\$70.00

<b>Additional Fees and Charges</b>		
<b>Bonds</b> Standard Facilities Bond		\$100 minimum - \$3,000 maximum
<b>Power</b> Per Hour		\$7.00
<b>Water</b> Per Day		\$7.00
<b>Failure to Marshal Vehicles onto Reserve</b>		10% of Bond Penalty
<b>Call Out or Attendance of Council Officer</b> Per Hour – minimum 3 hours		\$65.00