

Heathcote Cultural Precinct Terms and Conditions of Reserve Hire

We want you to enjoy the lovely Heathcote Cultural Precinct and to have a very special day. To ensure your special experience, please make sure that you have read, signed and understood the following Terms and Conditions of Reserve Hire prior to making a booking.

Bookings:

Wedding Ceremonies are the only booking that will be accepted at this reserve. A maximum of up to 100 guests is permitted, but we recommend 60-80 guests. This is a busy location, which can sometimes make parking difficult. There is very limited shelter at Heathcote Reserve, so we recommend hiring a building as backup for your ceremony, in the unfortunate case of bad weather.

- Heathcote Reserve can only be booked for WEDDING CEREMONIES. No other applications (birthdays, school outings, BBQ's etc) will be approved;
- THE CEREMONY AREA MAY ONLY BE BOOKED FOR A MAXIMUM OF 3 HOURS. Requests outside of this time frame will be assessed on a case by case bases and the City retains the right to refuse any request for a time extension;
- No marquees permitted on the site;
- All arches, arbours or fixed features must not exceed 3m x 3m and must be secured by weights (items are not to be staked into the ground);
- No confetti or rice permitted;
- Rose petals are permitted but must be cleaned up at the end of the booking to prevent their use impacting on following bookings;
- No more than 50 appropriate outdoor chairs and 1 table may be brought on to the reserve, and,
- All bookings will be considered tentative until full payment is made.

The fees for the hire of the venues and facilities shall be at the rates as fixed by the City of Melville in its Annual Fees and Charges Schedule. Please refer to the fees and charges.

All fees must be paid at least 30 days prior to the date of the function.

Cancellations: If a cancellation is received at least seven days prior to the booking, the hire fee may be refunded. If cancellation is received six or less days prior to the function it is non-refundable.

Parking: There is NO PARKING in the drop off area or clock tower courtyard. Parking is available in the lower car park only. Disabled access parking is also available in the lower car park area.

Liquor: A liquor licence is required to consume alcohol on the Heathcote Reserve. The licence must be purchased in person, at least one week prior to the function, from Heathcote Museum & Gallery (open Tuesday to Friday, 10am to 3pm; Saturday and Sunday, 12 noon to 4pm; closed Mondays) or the City of Melville Civic Centre, 10 Almondbury Road, Ardross.

Catering: Hirers can contact the BWG Steakhouse on 9315 7700 to discuss any catering requirements for their function or hirers can self-cater. No outside commercial catering is permitted on the reserve site.

Cleaning: The hirer is responsible for the set up and clean up of the hired area. **Set and clean up must be done within the time of hire not outside of the booking allocation.**

Rubbish: Rubbish must be removed from the site and placed in the bins provided - any excess is to be taken away. Additional bins may be hired from the City of Melville Waste Management Section (information on bin hire can be found on the website www.melvillecity.com.au). Under no circumstances are bins to be moved from their location around the grounds for your function.

First Aid: There is no first aid equipment on site. Hirers will be responsible for supplying their own first aid equipment.

General:

- The hirer is responsible for the good order and decent behaviour of those present and leaving the area clean.
- All arbors or fixed features may not exceed 3m x 3m and must be secured by weights.
- Items are not to be staked into the ground.
- Hirers must keep noise levels at a respectable level and not unduly impact on other site users and neighbouring residents.
- If a security callout is required, due to any breach of the conditions outlined above, the hirer will incur the full cost.

The Management reserves the right, with appropriate communication, to:

- Refuse any application.
- Cancel any bookings.

Please note: Weekends and public holidays – all bookings/hirers will be jointly accountable for cleaning and damage costs. It is the hirer's responsibility to check the existing condition of site at the time of hiring and upon arrival, reporting any anomalies immediately to management.

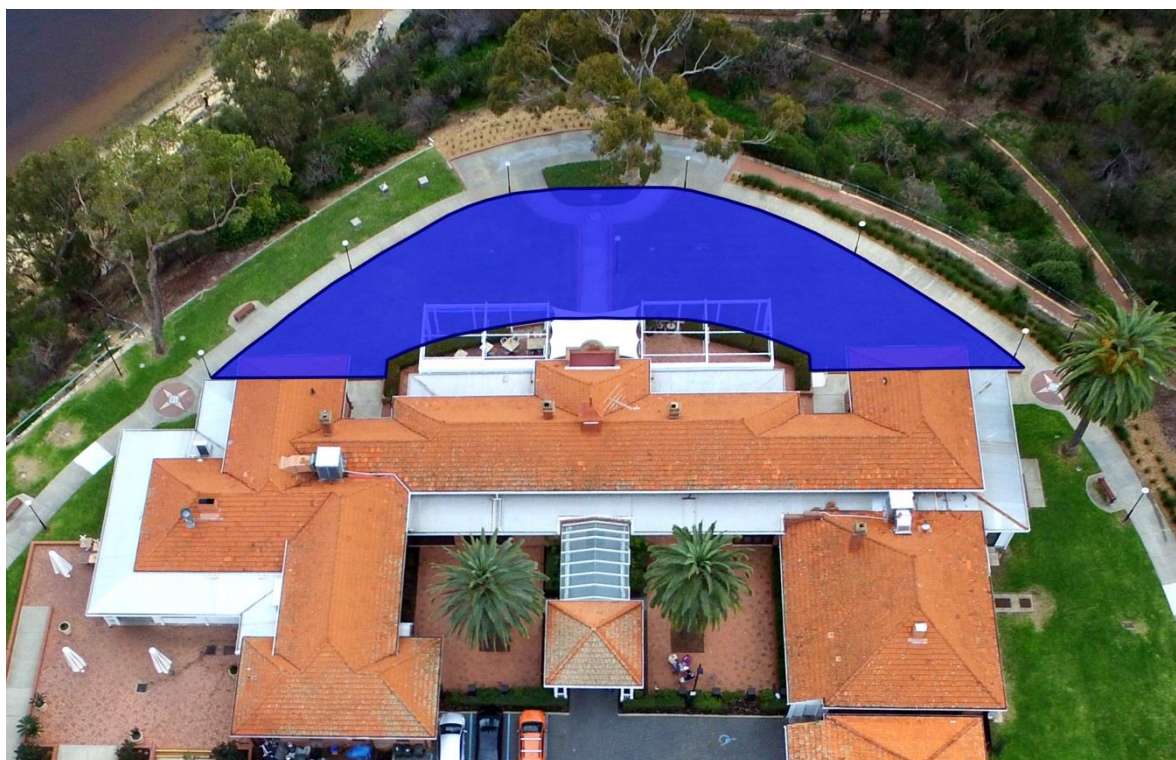
For further information please contact Heathcote Museum & Gallery on (08) 9364 5666 or heathcotebookings@melville.wa.gov.au.

DECLARATION

I have read, understand and agree to abide by the Conditions of Hire.

Name of Applicant: _____

Signature of Applicant: _____ **Date:** ____/____/____

HIRED AREA SHADED IN BLUE

City of Melville Premises Hirers Public Liability Disclaimer

**This Disclaimer is required to be completed by any hirer of
a City of Melville premises.**

Details of Hire

Name of Hirer / Group Hiring
Premises:

Premises:

Hire Period (Date and times):

Do you confirm that the person or group of persons hiring the City of Melville
premises **IS NOT** a sporting body, school, club, association, corporation,
incorporated body or hiring for commercial or profit based activities?

Is your hire of this or any other City of Melville premises twelve or less times
per (calendar) year?

Is your hire of this or any other City of Melville premises no more frequently
than once (calendar) month?

If you answered YES to all the above questions, you are a **Casual Hirer**. Please refer to Clause 1.1 for
your Public Liability Requirements for Hiring a City of Melville Premises.

If you answered NO to any of the above questions, you are an **Excluded Hirer**. Please refer to
Clauses 2.1, 2.2 and 2.3 for your Public Liability Requirement for Hiring a City of Melville Premises.

Acknowledgement by Hirer

The Hirer acknowledges it has read this document.

Signature of Authorised Person of Hirer:

Name of Authorised Person (print):

Date:

Public Liability Requirements for Hiring a City of Melville Premises

1. Casual Hirer

1.1 Casual Hirer Liability

If you have been defined as a Casual Hirer, you shall be covered by the City of Melville's Casual Hirer's Liability Insurance against claims by any person as a result of:

- (a) any damage to property; or
- (b) death of, or personal injury to, a person,

that occurs during the hire period due to the negligence of the Hirer.

Therefore, the Hirer need not, if the Hirer does not wish to do so, take out its own Public Liability Insurance.

2. Excluded Hirer

2.1 Excluded Hirer Liability

If you have been defined as an Excluded Hirer, you **must** take out Public Liability Insurance in the Hirer's name for the Hire Period.

The Hirer **must** provide the City of Melville with a copy of the Hirer's insurance policy (Certificate of Currency), prior to use of the premises.

2.2 City of Melville not liable for Excluded Hirers

The Hirer acknowledges and agrees in respect of each Excluded Hire that:

- (a) the City of Melville's public liability insurance will not cover the Hirer; and
- (b) none of the City of Melville and the Excluded Persons are liable for any loss, damage, death, injury (including loss of or damage to property) of the Hirer or any other person that occurs during the Hire Period, except where due to the negligence of the City of Melville or an Excluded Person.

2.3 Benefits of Excluded Persons

The term "Excluded Person" means:

- (a) any employee or officer of the City of Melville;
- (b) any agent or independent contractor of the City of Melville;
- (c) any voluntary worker who is carrying out honorary or unpaid duties or tasks for the City of Melville; or
- (d) any other person for whom the City of Melville is vicariously liable.

The Hirer acknowledges that for the purposes of this Clause 2.3:

- (a) the City of Melville is, and shall, act as agent or trustee on behalf of and for the benefit of each Excluded Person; and
- (b) each Excluded Person is deemed to be a party to this document and to have the benefit of this document.