

## TERMS & CONDITIONS | VENUE HIRE

### DETAILS

Please note, the terms and conditions below are general and relate to numerous properties. There may be specific limitations or conditions relevant to particular sites. Any relevant information will be made available before confirming your booking. If you have any queries, please contact us on [engagement@ntwa.com.au](mailto:engagement@ntwa.com.au) or (08) 9321 6088.

### TERMS OF HIRE

When accepting bookings for National Trust properties, the National Trust reserves the right to assess the suitability of the proposed function to the building, heritage values and grounds. The National Trust cares for and manages these properties on behalf of the community of Western Australia.

The National Trust reserves the right to change, cancel or reschedule its venue hire, operations or programs at any time without notice.

The National Trust reserves the right to impose further special conditions to the granting of the Venue Hire Agreement.

Depending on the size or nature of your proposed event, the contracting of a suitably qualified and experienced site manager, agreed to by the National Trust, may be required to ensure the heritage values of the site are protected. In some cases, proposed events may require additional permission from the local council or relevant government authority.

Bookings are taken for venue hire only. Chairs, tables or other items are not provided but may be available for hire from the café on site where there is one.

It is the responsibility of the Event Organiser to provide the Booking Officer with regular updates in the lead up to an event. In addition, meetings should be arranged no less than six weeks and two weeks prior to the event, and no later than two weeks after the event for a debrief. For events deemed high risk, additional meetings may be required. Failure to do so may result in the cancellation of your event.

These guidelines identify the basic standards and safety measures that need to be met by Event Organisers in order to satisfy National Trust of Western Australia. They cover both relevant legislation, heritage and National Trust directives.

### APPLICATION PROCESS

On enquiry, Event Organisers will be provided with the Terms and Conditions of the relevant site and the appropriate forms to be able to obtain approval from the National Trust.

The Event Organiser may request an initial meeting with the Marketing and Events Officer to discuss the feasibility of the event concept prior to beginning the application process.

A site meeting may be necessary for large functions, professionally catered functions, or for functions requiring additional infrastructure. The Bookings Officer will advise if a site meeting is required and a fee may be charged.

A non-refundable deposit may be required to secure the desired event date.

## ALCOHOL

Alcohol may be consumed in some circumstances. Event Organisers should refer to the [Exemptions to the Liquor Control Act 1988 policy](#) for details of whether a liquor licence is necessary.

In some circumstances, a liquor licence is not required and alcohol may be consumed provided:

- the total number of attendees over the entire course of the function does not exceed 100 and the service of liquor lasts a maximum of 2 hours (continuous), commencing no earlier than 6 am and finishing no later than 10 pm on the same day; or
- the total number of attendees over the entire course of the function does not exceed 75 and the service of liquor lasts a maximum of 4 hours (continuous), commencing no earlier than 6 am and finishing no later than 10 pm on the same day.

NB: Additionally, a drunk person is not allowed to consume liquor at the function, nor is liquor to be supplied to a drunk person.

In other circumstances, such as gatherings of more than 100 people or where alcohol is to be sold, the event organiser must obtain an [occasional liquor licence](#) from the Department of Racing, Gaming and Liquor and provide confirmation to the National Trust.

All service and supply of alcohol must comply with Western Australian laws, including the Liquor Licensing Act 1988, the Health Act 1911, the Botanic Gardens and Park Authority Act 1988 and BGPA regulations.

Alcohol service and consumption must not negatively impact upon other users of the venue or neighbouring residents.

## BOOKINGS THAT RUN OVER TIME

If the function concludes after the time agreed upon confirmation of booking then a surcharge may be applied (equating to one session = 4 hours).

## CANCELLATION

100 per cent refund on cancellations up until 14 days before your booking.

No refunds on events cancelled less than 14 days before the scheduled venue hire.

If an event falls on a day where the Fire Danger Index (“FDI”) is at 50 or above (rated ‘Severe’ or above), then National Trust will cancel the event. Event Organisers may be given less than 8 hours’ notice of the intention to cancel an event.

## CATERING

We encourage you to seek a quote from our onsite café (where there is one).

We allow clients to self-cater for their event on condition that no cooking is allowed on site (all food preparation has to be off site).

No food trucks are allowed on site without prior permission. Permits will be required from local government or the Department of Biodiversity, Conservation and Attractions.

Please provide details of your proposed caterer. The caterer is responsible for all catering staff and their understanding of the National Trust's Terms and Conditions.

Caterers must stay within the approved function area. The function area is to be kept clean, tidy and safe at all times.

Caterers are required to adhere to Occupational Health and Safety legislation as outlined under WA's [Occupational Safety and Health Act 1984](#).

The cost of damage to trees, garden beds, turf, infrastructure or services caused by catering staff and vehicles will be charged to the event organiser. It is the event organiser's responsibility to inform all hired services of the Terms and Conditions.

In compliance with Fire Management Plans at some of our sites, any heating appliances or equipment that generates heat (excluding gas and electric appliances with enclosed heating elements) will require prior approval from the National Trust. Where the equipment is deemed acceptable, but a fire risk is identified, Event Organisers will be charged a fire fee to cover the costs of having a manned fire unit in attendance.

The use of solid fuel (e.g., "Heat beads", wood fibre briquettes, coal and charcoal) heating and cooking devices is not permitted at any time due to:

- the risk of ignition;
- the risk of burns to visitors caused by flames, coals, embers
- and the devices themselves;
- potential smoke emissions; and
- the temptation to use natural vegetation as fuel.

## SUN PROTECTION

The Event Organiser is responsible for ensuring that an adequate water supply is available for the conditions on the day of the event. If forecasted to be a hot day, then the Event Organiser must have suitable stocks of bottled water or water fountains available, as well as a public supply of sunscreen.

## EXCEPTIONAL OR ADDITIONAL MAINTENANCE

Should any maintenance, clearing or cleaning be required for the booking, which is in addition to usual National Trust schedules, a fee to cover costs may be charged.

## INSURANCE

The National Trust, its staff and volunteers are not liable for:

- the responsible service of alcohol to guests.
- any anti-social behaviour of guests including those who may be intoxicated or under the influence of drugs.
- faults or accidents that result from the provision, placement or operation of equipment supplied by the Event Organiser or directions given by the Event Organiser.

The National Trust of Western Australia, the Government of Western Australia and their employees are to be indemnified against any claims that may arise from an event.

It is the responsibility of the Event Organiser to obtain adequate public liability (minimum of A\$10 million cover) and other insurance cover. A copy of the event's current public liability insurance (PLI), in the form of certificates of currency, should be provided to the National Trust no less than four weeks prior to the event.

Insurance policies must be held by companies that are registered with the Australian Prudential Regulatory Authority.

The National Trust also strongly recommends organisers consider obtaining Adverse Weather, Cancellation and Volunteer Insurance as well.

Public Liability and Product Liability Insurance, as well as Employer's Indemnity Insurance where employees are to work at a stall, is also compulsory for all exhibitors.

The Event Organiser should collect and store copies of each exhibitor's insurance certificates, and supply the National Trust with a list of these insurances to confirm that each exhibitor is adequately covered to display. Event Organisers should check to ensure that exhibitors supply a copy of their "certificate of currency" as proof of insurance, an insurance company's invoice will not be deemed acceptable.

## DECORATIONS

Wedding bouquets and freestanding flower arrangements are permitted, as are natural petals in outdoor spaces. We do not allow:

- candles, lanterns or other open flames
- releasing of helium balloons, butterflies or doves
- throwing of confetti, silly string, synthetic petals and rice.

## FILMING AND PHOTOGRAPHY

As part of their booking, Event Organisers may film and take photographs on site. Please ensure any filming or photography is of guests involved with your event only, and not of other people visiting the National Trust property.

Please note that due to delicate nature of heritage places and objects, flash photography is not permitted inside of our places.

The 'hobby' use of drones or UAV (Unmanned Aerial Vehicles) can be a nuisance and a safety risk to other visitors. As a result, recreational drone use is not permitted except for certified commercial operators. Formal permission from the National Trust is required through the booking form for professional drone enterprises.

## FURNITURE AND INFRASTRUCTURE

Marquees or other structures are permitted in designated areas only, and only with approval from the National Trust.

Only marquees that are weighted down are permitted. To protect the grounds and infrastructure, nothing can be staked into the ground, nailed, hung or attached to any structure or tree. Any such furniture or infrastructure must have prior written approval from National Trust, be freestanding and placed in your booked area only without causing damage to vegetation or turf.

Tables and chairs are permitted, however, they must be delivered to the specific location of the event by hand or by small hand trolley. Cars or delivery vehicles are not permitted to drive onto grassed areas.

Structures should be erected for as short a period as possible, to avoid blocking rain and sunshine to grassed areas.

Special arrangements will need to be made if the reticulation needs to be delayed/rescheduled, and there may be an additional fee.

## **NOISE AND MUSIC**

The use of music is subject to specific conditions as to permissible noise levels and hours of operation and at all times shall comply with any local government or statutory requirements (generally 90db maximum). During a function, noise levels may be reassessed at the discretion of the National Trust or its representative on site.

Loud noise including whistles, shouting or amplified music is strictly prohibited.

Non-powered musical instruments, battery powered amplifiers and digital music players may be operated quietly with prior written approval from the National Trust.

## **PARKING AND TRAFFIC MANAGEMENT**

Some sites have limited parking and Event Organisers may need to seek additional approvals from the local council if additional parking is required. The National Trust will advise if this is necessary for your booking.

Where an event is likely to affect road traffic on any of a site's boundary roads or cause a back-log of vehicles trying to enter/exit the Park, a Traffic Management Plan must be developed at the expense of the Event Organisers. WA Police and the local authority may also need to be involved in the authorisation of these plans.

Vehicle access is determined on a site-by-site basis.

## **POWER**

A 15 amp power outlet or 3phase is available at some sites; please check availability; please check the output of your electrical equipment beforehand.

All electrical equipment must be in good working order, tagged and comply with relevant Australian Standards.

Generators are not permitted without written permission.

## **RISK MANAGEMENT**

All events will require an emergency evacuation plan. Existing site plans will be made available to Event Organisers and should be referred to if required.

Some sites will require you to submit a risk management plan for your planned activity. The National Trust will advise if this is necessary for your booking.

## TRIP HAZARDS

It is the responsibility of the Event Organiser to conduct a walk-through of the event prior to its commencement in order to check the site for possible trip hazards.

Electrical cables must be either be under cable protectors/covers or elevated well above head-height (minimum height is 2m from ground level). The National Trust does not allow entrenching cables at any of our sites.

## WASTE MANAGEMENT

The Event Organiser shall leave all areas which are used for the function in a clean, safe and proper condition.

Please leave the National Trust property the way you found it. All rubbish from your event must be removed or placed inside the appropriate rubbish bins. If the bins are full, please take your rubbish with you.

Ice from eskies and uncontaminated (clean) water must be emptied onto mulched areas. Ice is not to be emptied onto the lawn as it causes damage to the grass. The same conditions apply to hot water disposal.

Wastewater that is contaminated with non-harmful products (eg., water-soluble paint etc) must be collated and removed by the Event Organiser.

Whilst there should be no hazardous products used on site at an event, if there is any wastewater contaminated by hazardous products (eg., petrol etc) it will be the responsibility of the Event Organiser to arrange suitable disposal and all such waste must be removed from site immediately following the conclusion of the event.

## SMOKING

Absolutely no smoking or vaping is permitted anywhere on National Trust properties.

## FIREWORKS AND PYROTECHNICS

Pyrotechnics, including fireworks, are not permitted under any circumstances.

## SUPERVISION

Event organisers are required to ensure that attendees and contractors abide by these Terms and Conditions and any other signage or direction of the National Trust.

Children must be appropriately supervised at all times.

Security guards, first aid, and additional toilet and rubbish facilities may be required for some large events. The National Trust will advise if this is necessary.

In some circumstances it might be necessary for National Trust staff, volunteers or agreed contractor be present at functions. The Event Organiser must comply with National Trust staff, volunteers or contractor's directions. Any costs for staff or contractor are to be met by the Event Organiser.

Should the National Trust's security company be required to attend the property in connection with the function, the Event Organiser will be liable for the call-out fee.

## SECURITY AND CROWD CONTROL

Where Security Officers or Crowd Controllers are required at an event, they must be licensed and be provided by a licensed crowd control agent as outlined within the Security and Related Activities (Control) Act 1996. A copy of this licence may be requested by the National Trust.

The National Trust will not take responsibility for monies taken at an event, whether as entrance fees or as payment for goods or services during the event. Management recommends that Security personnel be utilised for protection at cash collection/holding points.

## CHILD PROTECTION

For events involving children, current copies of Working with Children Check or Confidential Declaration may be required for relevant personnel, copies of which should be supplied to the National Trust.

## ANIMALS

Domestic animals are not permitted within our places without prior consent.

Animal displays (such as petting zoos or farmyard animals) and rides may be permitted at an event but must be pre-approved by the National Trust. Before requesting approval, please determine whether the animal transport vehicle needs to remain with the display/ride during the event and its suggested location within the event area. The proposed location should take into consideration the proximity to food stalls, hand-washing facilities and shade for the animals.

Approval may be granted on the condition that operators ensure all droppings and bedding materials (e.g., hay) are cleaned up before leaving the site. Failure to do this will result in exclusion from future events and private bookings.

## TOILETS

Please be aware that some sites do not have public toilets and most do not have universal access (UA) toilets.

If having catering for a small event through an onsite café you may be able to arrange to use the café toilets.

Otherwise, you will either need to arrange for temporary toilets on site or pay an additional fee for a National Trust representative to open and close the property where it is feasible to do so.

Should UA toilets be required, the event organiser is responsible for seeking council approvals and arranging the hire of temporary facilities. Refer to [Guidelines for concerts, events and organised gatherings \(health.wa.gov.au\)](https://www.health.wa.gov.au).

## DISABILITY ACCESS

People with disabilities comprise over 20% of the WA population. The Department of Disability Services has published guidelines, 'Creating Accessible Events' to assist event organisers to improve accessibility for their events. Please download a copy from [www.disability.wa.gov.au](http://www.disability.wa.gov.au) and complete the checklist.

Unfortunately, due to the heritage nature of many of our places, many are not fully accessible.

## PROMOTION

The National Trust name and logo are protected. If you wish to use either the logo or name, you will need to obtain written approval from the National Trust Marketing and Events Officer.

Artwork for promotional purposes that utilises the National Trust name and/or logo will need to be signed off by the Marketing and Events Officer prior to publishing. This also includes any visual promotions made via Social Media or any online advertising. This is to protect the National Trust from any problems arising from inappropriate use.

The National Trust will not be held responsible for any issues arising from unauthorised promotion of events.

The Event Organiser is requested to submit copies of any promotional material (eg. flyers, posters, press advertising, etc) to the Marketing and Events Officer for record purposes along with any press coverage connected to the event.

## **MEDIA**

Media statements, associated publicity, photographs and official social media statements must not be released without prior approval from the Marketing and Events Officer at the National Trust.

In the event of a major incident at an event, all media enquiries must be forwarded to the Marketing and Events Officer. The Event Organiser and/or other event personnel must not make statements to the Media without approval from the National Trust.

## **SIGNAGE**

All promotional signage for use within National Trust sites must be pre-approved by the National Trust before production.

Promotional signage will only be permitted at pre-designated sites around the place. Approval from the local council may be required for some locations.

## **SPONSORSHIP OF EVENTS**

As public servants and a registered charity and not-for-profit, please be aware we are unable to be associated with some business types due to perceived conflicts of interest. This includes cash, in-kind and contra deals with event organisers. Please contact the Marketing and Events Officer to discuss.