

# FUNCTION AND EVENT HIRE

# TERMS & CONDITIONS

## 1 JULY 2021 to 30 JUNE 2022

### 1. Application

Applications can be made:

By email: [wbpb@casey.vic.gov.au](mailto:wbpb@casey.vic.gov.au)

In person: Wilson Botanic Park Berwick 668 Princes Highway, Berwick

By post: Wilson Botanic Park Berwick PO Box 1000 Narre Warren VIC 3805

A booking will be confirmed upon the receipt of Booking Form and full payment of Function & Event Fees. In some cases, a security bond will be required (see section 2). Payment of the security bond must be made within 7 days prior to the booking date.

Confirmation of your booking will be provided via email once your application has been approved. All Function & Event Fees are inclusive of 10% GST. GST does not apply to security bonds.

### 2. Security Bond

Security Bond will be charged for all bookings that are held in the Multipurpose Room as well as for all Wedding Packages and Event Site Hires. Amount of Bond payable is listed on Function & Event Hire Fees & Charges.

#### Security Bond Refund

If paid electronically will be returned via direct deposit or a cheque, within a four (4) week period from the conclusion of the booking. You will receive an email following your booking and a subsequent site inspection by WBPB Staff.

It is required that the hirer/s conduct the booking in a responsible manner, with full compliance of the Wilson Botanic Park Berwick rules and all other statutory requirements.

#### Security Bond Penalties

If, during or immediately after the booking, there is any damage to the gardens, facilities or equipment, rubbish left on site or uncleaned facility, management reserves the right to deduct from the security bond up to the full amount for damages / clean-up fees.

Damages to facilities, grounds, or gardens:	<b>As per repair quote</b>
Additional cleaning or decoration removal:	<b>As per quote</b>
Air conditioner, oven, lights, or water left on:	<b>\$50.00 per utility</b>
Attendance by security, police or false emergency call out:	<b>As per charges incurred</b>
Loss of key or failure to secure the Multipurpose Room:	<b>FULL BOND</b>

### 3. Alterations / Cancellations

Amendments are only considered when submitted in writing. On confirmation of the amendment, a revised invoice / email will be sent to confirm details. If additional time or space is added, an additional booking fee may be relevant; refer to Facility Hire – Functions & Events Fees & Charges for applicable information.

Cancellations are only considered when submitted in writing.

If a booking is cancelled due to inclement weather, it will be treated as a cancellation.

#### **Cancellation up to 14 days prior to the date of hire**

Bookings cancelled a minimum of 14 days prior to the booking will receive a 50% refund. Any money paid above this cancellation fee will be retained to cover administrative costs associated with the booking.

#### **Cancellations within 14 days of hire and up to and including the day of hire**

Cancellations received within 14 days of the booking taking place, a 100% cancellation fee will apply.

### 4. Permission to Occupy

The hirer is only entitled to the reserved use of the nominated location/s of the park on the date/time specified in their confirmation email.

Wilson Botanic Park Berwick management reserves the right to hold other events in the park, which may coincide with your booked date.

No section of the hired location/s shall be sub-let, contract transferred or re-assigned without the written consent from Wilson Botanic Park Berwick management.

Wilson Botanic Park Berwick management has the authority to request further details of the hirer and/or function pending approval.



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#### 5. Guidelines for use

##### **Equipment**

A number of white chairs, trestle tables and café tables are available for use as part of the Multipurpose Room booking. You are responsible to set up and return all equipment to the area as documented and presented at time of induction, and in the same condition as when you received them.

If you are bringing your own equipment please notify staff to ensure these can be accommodated onsite. All electrical goods must be tagged and tested and comply with the current electrical safety guidelines.

##### **Third party providers**

If you are bringing any third-party suppliers on site (jumping castle, face painters, performers, DJs, animal nursery, etc.) a copy of their public liability insurance (PLI) must be provided to the site at least one (1) week prior to booking. No contractor will be allowed on site without valid PLI cover.

In any damage caused by third party providers is the responsibility of the hirer and penalties will be charged in accordance Security Bond Penalties.

##### **Rubbish / cleaning**

The hirer/s is responsible for the removal of all rubbish and decorations associated with their function and must ensure the site is cleaned and left in its original condition.

##### **Structures**

Structures such as marquees are not permitted onsite.

##### **Party Decorations**

Party decorations are permitted however only adhesives that do not damage walls or paint can be used to attach decorations onto structures both internally and externally.

All decorations and adhesive materials need to be COMPLETELY removed at the conclusion of the booking.

No confetti, rice or fake flower petals are to be used in the park. Bubbles and real rose petals are welcome.

##### **Amplified music**

As we are a botanic park, hirers are requested to respect the shared environment and keep sound within their hired space and in line with the Environmental Protection Agency's (EPA)'s regulations.

#### 6. Time Limitations

Bookings are for the time specified on the confirmation email. Locations must be vacated by the confirmed times. Booking times include set up, pack down and cleaning time.

#### 7. Park Staff

As part of the site hire agreement, hirers and participants must comply with reasonable directions given by Wilson Botanic Park Berwick staff or Security Officers.

Staff members have the authority to terminate a booking at any time when compliance to these terms and conditions or Park Rules are not met. Furthermore, the hirer shall forfeit the entire security bond and there will be no refund of Function & Event Hire Fees.

#### 8. Alcohol

Council's Local Laws do not allow the carrying or consumption of alcohol in public places, including Wilson Botanic Park Berwick.

#### 9. Smoking

Whilst smoking is permitted outdoors in the park, please ensure that all cigarette butts and packaging is disposed of appropriately. No smoking is allowed inside or within 10m of all building structures.

#### 10. Vehicles

There is no vehicle access to Wilson Botanic Park Berwick, with the exception of a permitted wedding limousine or Council event vehicle.

All hirers will be supplied with 2 Trolleys at the Visitor Centre just prior to hire start time. Trolleys must be returned to Visitor Centre prior to 4pm.

A Wheelchair is available upon request.



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### 11. Indemnity and insurance

#### **11.1 Theft, Loss and Damage**

Any loss of or damage to equipment (including, but not limited to, decorations and personal belongings) are the responsibility of the hirer and or hirer's agents and guests. The City of Casey nor its staff shall be liable for the theft, loss or damage sustained by the hirer or any person, firm or corporation entrusting or supplying any equipment, item or service to the hirer, by the reason of any such equipment, item or service be damaged, lost or stolen.

#### **11.2 Indemnity Clause**

The hirer agrees to indemnify and to keep indemnified, the City of Casey Council, its servants and agents, and each of them from and against all actions, costs, claims, charges, expenses, penalties, demands and damages whatsoever which may be brought or made or claimed against them, or any of them, in connection with the hirer/s performance or purported performance of its obligations under this agreement and be directly related to the negligent acts, errors or omission of the hirer/s.

#### **11.3 Insurance**

A premium has been included in all hiring fees to cover the hirer for public liability insurance which will cover the hirer against damages and injuries to their guests and other users of the site if they are proven negligent. Hirers are required to pay an excess of \$500.00 if a claim be made. A copy of the certificate is available from the City of Casey upon request (contact 9702 1919)

### 12. Disputes

In the event of any dispute or difference, arising with regards to the interpretation of these terms and conditions, or of any matter contained therein the decision of the City of Casey's Chief Executive Officer or nominated representative shall be final and conclusive.



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