

FREMANTLE PRISON FUNCTION APPLICATION FORM



FREMANTLE PRISON
The Convict Establishment

Once completed, this form can be saved to your computer and emailed to functions@fremantleprison.com.au

1 The Terrace
Fremantle WA 6160
Phone: (08) 9336 9205

www.fremantleprison.com.au

Applicant Details

Company Name:

Contact Person:

Address:

Telephone:

Email:

Function Details

Date:

Time:

Type of Function:

Number of Guests:

Function Area:

Tour of Prison

☐ Prison Highlights Tour (30 minutes, conducted at beginning of function)

☐ Prison Tour (1 hour)

☐ Tunnels Tour (2.5 hours - tours depart daily between 9.00am and 3.25pm)

Catering

☐ Yes

☐ No

Type

☐ Dinner

☐ Cocktail Style

☐ Lunch

☐ Other

Liquor being sold?

☐ Yes*

☐ No

**If liquor is to be sold to guests, the applicant must obtain a licence from the Department of Racing, Gaming & Liquor*

Entertainment

☐ Yes*

☐ No

*Name of Supplier

*Set Up Location

Ticketed Event

☐ Yes*

☐ No

*Details:

How did you hear about Fremantle Prison?

FREMANTLE PRISON – TERMS AND CONDITIONS

Fremantle Prison ("the Prison") is recognised nationally and internationally as one of the most intact convict-built heritage sites in the world and represents an important and irreplaceable part of Western Australia's cultural heritage.

The Prison is a publicly owned asset, managed by a division of the Department of Planning, Lands and Heritage (DPLH), and its use by the community is encouraged. However, when considering the Prison as a venue for your function, it is important to understand that special care must be taken to ensure its preservation for all present and future uses.

Given the heritage nature of many of the buildings within the Prison precinct, special conditions to protect the fabric of the buildings must be observed at all times.

Any functions held at Fremantle Prison must be presented and conducted in a manner that respects the history of the Prison. As such, all functions should be themed in an appropriate manner. Approval on theming should be obtained from the Prison's Events and Promotions Coordinator.

Fremantle Prison has the right to immediately terminate any function (and associated agreement) if the following conditions are not complied with.

For the purpose of this document, the function area shall be depicted or described in the schedule hereto.

1. HIRE OF FACILITIES

- 1.1 The function organiser should ensure that any related bodies, organisations or sub-contractors used in conjunction with the function comply with the terms and conditions outlined in this document.
- 1.2 The function organiser will ensure that set up and pack down activities do not interfere, as far as is practicable, with the normal business of the Prison, including tours, education and public programs, and any other events conducted at the Prison. This includes ensuring entrances and stairways are not blocked at any time and keeping noise levels to a minimum while tours are still operating.
- 1.3 It is the responsibility of the function organiser to ensure the area is clear of all rubbish, refuse and equipment at the conclusion of the function. This includes the removal of all rubbish, refuse and equipment. Arrangements can be made to store equipment for collection the following morning. Please discuss this with the Events and Promotions Co-ordinator.
- 1.4 All cells remain locked during functions. Access to upper galleries by function guests is strictly prohibited. Guests are not permitted to wander outside of the function area.

2. PAYMENT

- 2.1 A non-refundable deposit of \$250.00 is required to secure your booking. The deposit, along with your signed application form, must be received by the DPLH representative at the Prison before a booking can be confirmed. The primary DPLH representative is Fremantle Prison's Events and Promotions Co-ordinator.
- 2.2 Final numbers and payment in full must be provided to the Events and Promotions Co-ordinator at least seven (7) days prior to the function. Fremantle Prison accepts payment by MasterCard, Visa, EFTPOS, cash or business cheque. Cheques are to be made payable to **"Dept. Planning, Lands and Heritage - Fremantle Prison"**.

3. DAMAGE AND INDEMNITY

- 3.1 The function organiser and their agents are fully responsible for the cost of all loss, damage and liability that occurs as a consequence of the function. In some instances, Fremantle Prison may require the payment of a bond prior to the function from which any costs of cleaning or repairs will be deducted. The payment of a bond will not limit the organiser's liability where the cost of cleaning and/or repairs exceeds the value of the bond.
- 3.2 The function organiser and their agents will discharge DPLH, Fremantle Prison, the State of Western Australia and their respective servants and agents, to the extent permitted by law, from any claims or loss, liability, damage or injury arising from or in connection with the function.

FREMANTLE PRISON – TERMS AND CONDITIONS (CONT.)

4. SECURITY

- 4.1 Security personnel are required at all functions, unless otherwise stated. The function organiser will be required to meet the cost of security from the start to the conclusion of the function. The type of function and the number of guests attending will determine the number of security personnel required. Fremantle Prison will supply the security personnel and they will be booked 30 minutes prior to the start of the function to be briefed.
- 4.2 The function organiser is responsible for the conduct and behaviour of guests and shall promptly comply with any directions given by employees of DPLH or its contracted security personnel.

5. SMOKING

- 5.1 The Prison is a non-smoking and non-vaping site. Failure to comply with this rule may lead to immediate eviction.

6. DECORATIONS AND LIGHTING

- 6.1 The following decorations are not permitted at the Prison: open flame candles, candelabras, ice sculptures, water features, confetti, rice, compressed confetti and streamer cans, glitter, sparklers, pyrotechnics, smoke or haze machines and other similar items.
- 6.2 Decorations, banners and the like may be affixed to some existing structures following written approval by the Events and Promotions Co-ordinator. No nails, screws or similar fixings are to be used.
- 6.3 No person is to climb on, or place any ladders on or against the balustrades or walls.
- 6.4 Tables, chairs and other similar objects are not to be placed in positions that may cause contact with the walls, doors or windows or interfere with emergency exits or tour routes.
- 6.5 All sound and lighting equipment must be free-standing. No lighting or cables are to be affixed to the handrails, balustrades or other structures of or comprising the Prison. No nails, screws or similar fixings are to be used.
- 6.6 The erection of temporary structures such as marquees, staging or lighting requires prior written approval from the Events and Promotions Co-ordinator.

7. GAS BOTTLES

- 7.1 Gas bottles and canisters are strictly prohibited inside the Prison buildings. This includes, but is not limited to, barbeques, gas cookers and stoves. Catering companies wishing to use such equipment should contact the Events and Promotions Co-ordinator to determine an appropriate outdoor location.

8. CATERING AND LIQUOR

- 8.1 Fremantle Prison does not allow self-catering. The function organiser must employ the services of a professional caterer regardless of guest numbers, to ensure the efficient coordination of the function and appropriate use of the function area.
- 8.2 If alcohol is going to be sold to guests the function organiser will need to obtain a permit from the Department of Racing, Gaming and Liquor. A copy of the liquor licence must be supplied to the Events and Promotions Co-ordinator at least one week prior to the function.
- 8.3 If alcohol is provided to guests free of charge no licence is required. The function organiser and caterer should ensure patrons are served in accordance with all relevant laws. Alcohol is only to be consumed inside the booked function area.

9. HEALTH AND SAFETY

- 9.1 Health and safety laws and regulations determine the maximum number of guests that can be hosted in the function areas. These laws and regulations must be adhered to at all times.

FREMANTLE PRISON – TERMS AND CONDITIONS (CONT.)

- 9.2 Depending on the location and number of guests attending the function, the function organiser may need to hire toilets to meet public health requirements. Please discuss this with the Events and Promotions Co-ordinator.
- 9.3 Fire escapes are to be checked and kept clear both before and during the function. The doors that form part of the emergency exit system are to remain locked in the open position at all times.
- 9.4 The sound levels of entertainment are to comply with all laws and regulations, including those requirements set by the City of Fremantle. Local residents may need to be advised of the date, time and nature of the function. Please check with the Events and Promotions Co-ordinator.

10. ADVERTISING

- 10.1 Any planned advertising, promotion or media releases relating to the function must be provided to the Events and Promotions Co-ordinator for written approval prior to distribution.

11. GENERAL CONDUCT

- 11.1 The organiser shall not do or suffer or permit the doing of anything which will or is likely to cause the Prison, DPLH, or the State of Western Australia to suffer or incur loss, damage, liability, embarrassment, disrepute or public criticism.

12. INDEMNITY

- 12.1 The function organiser hereby indemnifies and shall keep indemnified the State of Western Australia ("the State") and all agents, instrumentalities and emanations of the State and their respective servants and agents (each, "those indemnified") from and against each and every loss, damage, liability, claim, cost, expense, judgment, debt, demand, suit, action, writ, proceeding and the like suffered, sustained, incurred, brought or made by or against any of those indemnified and arising from:
- (a) the function or any associated or related contract (including this document) and;
 - (b) any person dying or getting injured or sick or the loss of or damage to property howsoever arising or caused **EXCEPT TO THE EXTENT** that the same has been caused by any tort, breach of contract or other default committed by any of those indemnified.

NOTE: OTHER CONDITIONS MAY APPLY FOR TICKETED EVENTS OR FUNCTIONS OF MORE THAN 300 PEOPLE

BOOKINGS AND PAYMENT

To confirm your booking, please send your completed application form to the Events and Promotions Co-ordinator.

On approval of your function a non-refundable deposit of \$250.00 is required to secure your booking. Cheques are to be made payable to "Dept. Planning, Lands and Heritage - Fremantle Prison". Your booking will be considered tentative until receipt of your application form and deposit. **Final payment is required seven (7) days prior to the event.**

As the person responsible for organising the function I agree that the foregoing conditions will be met (to meet these conditions the person signing must be in attendance on the day of the function).

I have read and agreed to the terms and conditions outlined in this document.

☐ Yes

☐ No

Signature of Function Organiser

Name of Function Organiser

Date (document signed)

ADMINISTRATION USE ONLY

☐ Approved ☐ Not Approved

Authorised Officer

FUNCTION QUOTE

Indicative function quote. Final quote subject to change dependent on final function numbers. Payment due seven days prior

Venue Hire	<div></div>
Function Tours	<div></div>
Security	<div></div>
Less Deposit	<div></div>
Total	<div></div>

PAYMENT

Deposit received