

CONDITIONS OF HALL / MEETING ROOM HIRE

The Council grants the hire of Hall/Meeting Room subject to the following conditions:

1 **APPLICATION**

The right to use the Hall / Meeting Room is subject to the Council receiving an application in the required form signed by the proposed hirer undertaking to comply with these conditions. If the proposed hirer is a club, the application must include the personal undertaking by an office bearer of the club. Sub-letting of the facility is prohibited.

2 **SECURITY BOND**

A security bond as required by Council shall be paid by the hirer at the time of booking as a guarantee of fulfilment of these conditions, and as security against damage to the building or any fittings and furniture contained therein, and for any cleaning arranged by the Council resulting from the hirer's use of the premises. The hirer shall be liable on demand by the Council to pay any further amount in excess of such bond to meet the full cost of such damage or cleaning. If there is no breach of the conditions of usage or damage to the building or any fittings and furniture therein or abnormal cleaning the deposit will be returned within two weeks of the use of the premises.

3 **INSURANCE**

Important Information:

1. The following activities cannot be covered by Council's blanket public liability policy:

- Sporting Events or Markets/Fairs
- Contractors/Sub-Contractors Special Events (i.e. dances, shows, festivals, etc.)

2. Casual hirers are advised that Council's Casual Hire Insurance does not cover persons who are working for hire or professional persons who generate an income from the event.

3. Insurance details:

Policy Number:	60AQ085017PLB
Insurance:	QBE Insurance (Australia) Ltd
Class:	Casual Hirers
Period of Insurance:	30 June 2014 to 30 June 2015 at 4.00pm
Insurance Broker:	Marsh Pty Ltd

(For a copy of the policy document contact Council on phone number. 63977303 or email council@nmc.tas.gov.au)

4 **HIRE FEES**

Hire fees shall be determined by Council on an annual basis. See attached schedule of fees.

5 CANCELLATION OF BOOKING

Any cancellation of a booking for the hire of the premises shall be made at least 24 hours prior to the date of the function otherwise half the hire fee may be forfeited to the Council.

6 ALCOHOL

The hirer shall not bring into, be found in possession of, sell or consume intoxicating liquor in the facility without the necessary liquor permit and Council approval. (See Service Tasmania for information and application forms).

7 GAMBLING

No game of chance, at which either directly or indirectly, money is passed as a prize shall take place in any part of the premises, with the exception that this clause shall not prevent the hirer using the premises for games of bingo or equivalent, providing the relevant permits have been obtained. (See Service Tasmania for information and application forms).

8 THEFT

Neither the Council nor its servants shall be liable for any loss or damage sustained by the hirer or any person, firm or corporation entrusting to or supplying any article or thing to the hirer by reason of any such article or thing being lost, damaged or stolen. The hirer hereby indemnifies the Council against any claim by any such person, firm or corporation in respect of such article or thing.

9 HOURS OF USE

Use of the facility later than 12.00 midnight Sunday to Thursday inclusive and 1.00 am Saturday and Sunday is not permitted if the function involves alcohol.

Use of the facility is subject to the conditions detailed in the Place of Assembly Licence which is displayed in the premises. The hirer shall comply in every respect with the regulations under the *Public Health Act 199* and the *Building code of Australia* with regard to public buildings for the prevention of overcrowding and obstruction of gangways, passages, corridors or of any part of the building. Any person causing an offence against such regulation shall be removed from the building.

10 PARKING

Any motor vehicle driven or parked in the confines of the facility is entirely at the owners risk and no responsibility is accepted by the Council for any theft or damage. All vehicles are to be driven and parked so that no damage is caused to the facility or the detriment of the public.

11 REFUSAL TO GRANT HIRE

It shall be at the discretion of the Council to refuse to grant the hire of the Hall / Meeting Room in any case and, notwithstanding that permission to hire the premises may have been granted or that these conditions may have been accepted and signed and the fees and deposit paid, the Council shall have the power to cancel such permission and direct the return of the fees and deposits so paid. The hirer hereby agrees in such case to accept the same and shall be held to have consented to such cancellation and to have no claim at law or in equity for any loss or damage in consequence thereof.

12 CLEANLINESS

The hirer is responsible for leaving the premises in a clean and tidy state, and shall immediately remove all rubbish, refuse and waste matter. Any cost incurred by Council in cleaning the premises resulting from the condition in which the hirer left the premises shall be recoverable from the hirer.

The hirer shall enforce the following requirements within the facility:

- all doors are to be checked before leaving, including the fire exit doors;
- no smoking in the building;
- no confetti is to be used in or around the facility;
- all electrical appliances are to be switched off before vacating the facility;
- no furniture is to be dragged across floors;
- no excessive loud noise or rowdiness is permitted;
- conduct likely to cause damage is not permitted;
- no material shall be placed on the floor (i.e. powder or wax); and
- there shall be no interference with furniture and equipment not belonging to the hirer and not forming part of the hire agreement.

13 DAMAGES

- (a) The floors, walls, curtains or any other part of the building or any fittings or furniture shall not be broken, pierced by nails or screws or in any other way damaged.
- (b) The hirer shall accept full financial responsibility for damage to Council property except for normal wear and tear.

14 PERSONAL INFORMATION PROTECTION STATEMENT

The personal information requested on this form is being collected by the Council for the purpose(s) of processing application for Hall and / or Meeting Room hire and will be used for that / those primary purpose(s).

The intended recipients of the information are Council Officers, data service providers engaged by Council from time to time / any other agent or contractor of Council. Council may disclose the information to law enforcement agencies, courts and other organisations authorised to collect it.

Failure to provide this information will result in your application not being able to be processed.

Personal information will be managed in accordance with the Personal Information Protection Act 2004 and you may make application for access or amendment to your information in writing to the General Manager, you may be charged a fee for this service.