

# A. Event Details (To be completed by the Applicant)

Date of Application					
Surname / Club / Org					
Given Names					
Address					
	Business phone				
Contact methods	Private phone				
	Mobile				
	Email				
Name of Hall					
Date of Hiring	From:			To:	
Time of Hiring	From:			To:	
Type of function					
No. of People attending					
Do you need tables and chairs?	Tables Chairs				
Other equipment required?					
Will Alcohol be served?					
Do you have public liability Insurance?	If yes, please send a copy to the Booking Officer.				
Comments or questions		_			

Please read the following pages and sign the Acceptance on the last page.

Please send this form to the Booking Officer who will get back to you with Costs for your approval.



# **COMMUNITY HALL / MEETING ROOM**

# **HIRE AGREEMENT**

# B. Fees and Charges (To be completed by the Booking Officer)

Is the proposed activity covered by Council's Public Liability Cover?

If no, has a Certificate of Currency been provided? \_\_\_\_\_

Time	Quantity	Rate	Total
Days (Mon to Thu)			
Days (Fri to Sat)			
Hours (Mon to Thu)			
Hours (Fri to Sat)			
Equipment			
Trestles			
Chairs			
Projector			
Bonds			
Cleaning Bond			
Bond			
Discount			
Community Group etc			

Council's Public Liability Insurance

Grand Total



Any Specific Conditions or Comments



# C. 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/Hall Management Committee 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.

# 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/Hall Management Committee 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 1 week of the use of the premises.

# 3. HIRE FEES

Hire Fees shall be as determined by the Council on an annual basis.

# 4. 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/Hall Management Committee.

# 5. INSURANCE

The hirer shall take out and keep current during the period of hire a public liability insurance policy insuring for a sum of not less than twenty (20) million dollars, insuring against all actions, costs, claims, charges, expenses, and damages whatsoever which may be brought or made or claimed against the Council or the hirer or both arising out of or in relation to the hiring arrangement. Proof of this policy must be by way of a Certificate of Currency, which must be annexed to this agreement, and form part of the agreement. A Council held public liability insurance policy may be made available to jointly cover the hirer but not in all circumstances. The availability of Council's public liability insurance policy cover is dependent on the activity that will be carried out within the Premises. If a hirer is eligible for the cover they may access it up to a maximum of 12 uses throughout the year and at a cost of \$30 per use.

### 6. ACTS AND REGULATIONS

The hirer will comply with all Acts, Regulations and By-laws and obtain any required permits where applicable relevant to the activity being undertaken as part of this application.

# 7. PERMISSION TO OCCUPY

The right conferred on the hirer shall be a permission to occupy and shall not be construed as a tenancy. Nothing contained in these conditions shall confer on a regular hirer the right to exclusive possession and the Council may at its discretion allow other individuals and groups to have casual use of the premises.



# 8. ASSIGNMENT

Hirers that are granted permission to use the Hall/Meeting Room shall not assign the right of use to any person, organisation, or body.

#### 9. DETERMINATION

If the hirer commits, permits, or allows any breach or default in the performance and observance of any of these conditions the Council may terminate the permission to use the premises and the hirer shall immediately vacate the premises and the security deposit shall be forfeited to the Council.

#### 10. 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.

#### 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, not withstanding 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. GOOD ORDER

The hirer shall be responsible for the full observance of these conditions and for the maintenance and preservation of good order in the premises throughout the whole duration of the period of use. No spitting, obscene or insulting language or disorderly behaviour or damage to property shall be permitted in any part of the premises. Smoking is not permitted in any Council building.

#### 13. 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.

#### 14. 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.

#### 15. SIGNAGE

No notice, sign, advertisement, scenery, fittings or decorations of any kind shall be erected on the building or attached or affixed to the walls, doors or any other portion of the building, fittings or furniture, without prior consent of the Council.



# 16. DISPUTES

In the event of any dispute or difference arising as to the interpretation of these conditions or of any matter or thing contained therein, the decision of Council thereon shall be final and conclusive.

# **17. LIMITATIONS OF HIRE**

By signing this application, the Hirer acknowledges that this agreement specifically relates to the Area Being Hired described in Details of Booking in Schedule 1. If the Hirer wishes to hire additional rooms, including for an event that is to be held on the same date and time as the original hire, additional fees must be paid, and a separate agreement must be entered into and approved by the Council/Hall Management Committee.

### **18. COMMUNICATION**

All correspondence regarding any issue associated with the hire agreement, including the practical application of the agreement (the Hire itself), is to be between the Hirer as mentioned within this application and the Booking person responsible for the building. At no time, except for reasons of emergency or imminent danger are any persons other than the Hirer and Booking person to enter into correspondence of any nature with parties outside of this agreement.

# **19. TEST AND TAGGING**

It is a requirement that all electrical equipment brought onto the property and used by the hirer complies with current Tasmanian testing and tagging regulations.

# 20. COVID-19 AND OTHER INFECTOUS DISEASES

The Huon Valley Council has undertaken several protective measures to make sure our facilities are safe for community use in a COVID-19 environment. The safety of our community and volunteers is the highest priority.

To help reduce the spread of COVID-19 and other infectious diseases, Council recommends the hirer/user follows the following precautions as advised by Tasmanian Public Health:

#### • Cleaning and Hygiene –

- Ensuring hand sanitiser is available at main entrance/exit and available for all users.
- Ensuring hand washing stations (with soap) are available for all users.
- Ensuring hand washing procedure signage is in place.
- Cleaning the hall after each hire (sweep, wipe down common surfaces, empty waste, etc).
- Disinfecting all frequently touched areas (doorknobs, rails, etc) prior to and after each hire.

### • Restriction on Entry

- Ensure all people entering the venue are not required to isolate or quarantine.
- Ensure all people entering the venue are well and symptom free.
- Ensuring signage at the entrance instructs people to stay at home or seek medical treatment if experiencing symptoms.

#### Physical Distancing

• Ensure all people in the venue comply with 1.5m physical distancing.



# PERSONAL

# PERSONAL INFORMATION PROTECTION STATEMENT

The personal information requested on this form is being collected by the Council for the purpose(s) of processing applications for community 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, PO Box 210, Huonville 7109. You may be charged a fee for this service.

# D. Acceptance

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of

hereby make application for the premises set out in the Schedule to this application for the day and the times specified in the Schedule. I acknowledge having received and read a copy of the Conditions of the Hall/Meeting Room Hire and undertake to be bound by and comply with these Conditions in every respect.

I further undertake to be responsible for ensuring that all individuals or groups using the premises in association with this application shall comply with the conditions of the Hall/ Meeting Room Hire, and that the activity for which the hall is hired is covered by a current public liability policy covering a value of twenty (20) million-dollar value of cover.

Applicant Signature:		Date:
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Booking Person Signature: \_\_\_\_\_Date: \_\_\_\_\_Date: \_\_\_\_\_

# E. What happens next?

- **1.** We will send you a Tax Invoice for the amount payable before the event, including the refundable Bond.
- 2. On payment we will meet at the Hall to check the facilities and give you the keys
- **3.** After the event we will check the facilities, you will return the keys and, all being well we will refund the Bond.