



## Hall Hire Terms & Conditions

These Terms and Conditions apply to the hire of all Council owned and managed Halls and this document should be retained by the Hirer.

A Hirer can be an individual, a collective of individuals, an incorporated or unincorporated association or a community group.

### 1. Hire Application & Acceptance

- By completing and submitting the online Hall Hire Application form, the Hirer declares that they have read and agree to comply with these Terms and Conditions.
- Council reserves the right in its sole discretion to refuse a Hall Hire Application or cancel any Hall Hire booking at any time.
- Council will not be liable for any financial loss or damage suffered by the Hirer as a result of Council's refusal to hire or cancellation of a Hall Hire booking.

### 2. Hire Fees & Payment

- The Hirer must pay the Hire Fee and any Security Bond (if applicable) once approved by Council. If the Hall Hire booking is cancelled by the Hirer less than 24 hours before the Hire Date, 50% of the Hire Fee may remain payable at Council's discretion.

### 3. Security Bond

- A Security Bond will be required to cover the repair cost for any damage done to the Hall during the Hire. The Hirer remains liable for payment of any additional repair costs which exceed the Security Bond.
- If no damage occurs, the Security Bond will be returned to the Hirer within 7 days of the Hire Date. The Security Bond amount is \$250 and \$500 for Hall Hires where alcohol is to be served.
- A Security Bond higher than \$500 may be required for some events at Council's discretion.

### 4. Permitted Purpose

- The Hirer must only use the Hall for the approved Permitted Purpose stated in the Hire Application.

- Unauthorised activities or misuse of a Hall may result in the cancellation of the Hall Hire booking.
- The Hirer is prohibited from sub-letting or transferring the Hall Hire to another person or entity.

### 5. Compliance with Laws & Regulations

The Hirer agrees to comply with all applicable local laws, including the *Public Health Act 1997* and the *Liquor Licensing Act 1990*.

### 6. Insurance

- **Public Liability Insurance:** The Hirer must have public liability insurance coverage of no less than \$20 million. A valid Certificate of Currency covering the period of the Hire must be provided to Council.
- **Council's Community Liability Insurance Cover:** Community or not for profit Hirers may be eligible to opt into *Council's Community Liability Insurance Cover* by paying an additional **Public Liability Insurance Contribution Fee**.

### 7. Alcohol

If alcohol is to be served at the event, the Hirer must obtain the prior written approval of Council and obtain the necessary liquor permit in strict compliance with the *Liquor Licensing Act 1990* from the Department of Treasury and Finance.

### 8. Smoking & Vaping

No smoking or vaping is allowed in any Hall or within 3 metres of any Hall entrance/s.

### 9. Signage

The Hirer is not to erect or install any sign, advertisement, poster, set decoration, scenery or fittings of any kind on the interior or exterior of the premises (including walls, doors, trees or any other element of the premises) without the prior written consent of Council.

### 10. Damage and Responsibility

- The Hirer is responsible for any damage caused to the Hall (and its immediate surrounds) during the Hire period and must pay for all repairs. The Hirer must inspect the Hall prior to use and report any issues immediately.
- The Hirer is responsible for all damages loss of personal property or personal injury sustained by any attendee at the Hirer's event.



- Council will not be responsible for any uninsured loss or liability of the Hirer or their guests, patrons or invitees.

## 11. Cleaning & Waste Removal

- The Hirer is required to leave the Hall in a clean and tidy condition following the event.
- All waste generated must be removed, and the Hall should be left in the same condition as it was found.
- The Hirer is liable for any additional cleaning costs if the Hall is left in an unreasonable condition as determined by Council in its sole discretion.

## 12. Event Restrictions

- **Maximum number of persons:** The Hirer must ensure that no more than the maximum number of persons permitted for that Hall, attend the event.
- **Noise Control:** No excessive noise or nuisance is permitted during Event Hours.
- **Fire & Safety:** The Hirer must ensure all fire exits are unblocked and emergency evacuation procedures are followed.
- **Event Hours:** Use of the Hall before 7am or after midnight is prohibited unless prior written permission is obtained from Council.

## 13. Security & Access

- The Hirer must not alter locks or security devices. Any unauthorised changes will result in costs for repair. Council retains 24/7 access to the Hall.
- Council may require the Hirer to employ security personnel for larger events (e.g., 2 security guards per 100 guests).

## 14. Youth & Young Adult Events (Ages 14-18) are subject to Special Conditions:

- Parents or legal guardians must make the Hall Hire booking.
- The Hirer must submit a Party Safe Registration Form to the police.

## 15. Electrical Equipment:

- All electrical and lighting equipment that is brought into a Hall by the Hirer must be appropriately tested and tagged.

- Production lighting and sound equipment at Council Halls is not to be used by any Hirer unless prior written consent of Council has been obtained.

## 16. Emergency and Incident Management

The Hirer is required to comply with Council's emergency evacuation procedures and implement incident management and risk management practices.

## 17. Disputes

Any dispute regarding the interpretation or enforcement of these Terms and Conditions will be resolved by Council, whose decision will be final and binding.

## 18. Personal Information Statement

The Personal Information requested by Council and collected from a Hirer is collected by Council for the purpose of assessing and administering Hall Hires and managing Council Halls and will only be used for these purposes as required and in accordance with under the *Personal Information Protection Act 2004*. Any person who provides Personal Information to Council may apply for access or amendment to that Personal Information in writing to the Chief Executive Officer, PO Box 210, Huonville 7109. Council may elect to charge a fee for this service.

## 19. Child Safety Statement

Council has adopted a *Safeguarding Children and Youth Policy GOV-CTY 004* and is committed to being a Child and Youth Safe organisation. Council expects that all Hirers (individual and community groups) will both support the importance of Child and Youth Safety and, where applicable, will implement procedures to protect the safety and wellbeing of Children and Youth in the Huon Valley Community.

**For further inquiries, contact Council**

**E:** [halls@huonvalley.tas.gov.au](mailto:halls@huonvalley.tas.gov.au)

**P:** (03) 6264 0300

**Emergency Contact Information:**

**Police, Ambulance, Fire Brigade: Dial 000**

**Council After Hours Emergencies: 03 6264 0300**