

# TASMAN COUNCIL - COMMUNITY HALLS AND RECREATION GROUNDS HIRE AGREEMENT

## Booking Details

Name of Individual, Club or Organisation:	
Postal Address:	
Street Address:	
Club / Organisation ABN:	
<b>If Club or Organisation - Authorised person/role to make this application</b>	
Name:	
Title / Position:	
E -mail:	
Business Hours Telephone:	
Mobile:	
Drivers Licence Number	(copy must be attached)

## Insurance Status

Do you or your club/organisation hold Public Liability Insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Public Liability Insurance Certificate of organisation. (copy must be attached)	
Policy number:	Amount covered:

## Bond

A Bond Invoice will be issued. To ensure Bond is reimbursed please provide your refund preference.		
<input type="checkbox"/> Electronic Funds Transfer	BSB	Account
<input type="checkbox"/> Cheque	Name:	
<input type="checkbox"/> I'd like Council to hold my Bond for future bookings until Date    /    /		

## Booking Details

Purpose of Hire:				
Anticipated Attendance	Numbers:			
Hirer Type:	<input type="checkbox"/> Community <input type="checkbox"/> Club/Organisation <input type="checkbox"/> School <input type="checkbox"/> Private			
Where is the Club / Organisation based:	<input type="checkbox"/> Within Tasman Municipality <input type="checkbox"/> Outside Tasman Municipality			
Frequency of Use:	<input type="checkbox"/> Once/Casual <input type="checkbox"/> Weekly <input type="checkbox"/> Fortnightly <input type="checkbox"/> Seasonal (Separate list attached with dates, times facilities)			
Facility – Recreation Ground & Club Room	<input type="checkbox"/> Nubeena <input type="checkbox"/> Port Arthur <input type="checkbox"/> Taranna <input type="checkbox"/> Saltwater River <input type="checkbox"/> Civic Centre <input type="checkbox"/> Council Chambers			
<b>Start Date</b>	<b>End Date</b>	<b>Day of week</b>	<b>Start Time</b>	<b>End Time</b>
/    /	/    /			
/    /	/    /			
/    /	/    /			

**Nomination of Chief Fire Warden\* (Taranna Community Centre & Tasman Civic Centre Only)**

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Hirers of the Taranna Community Centre and Tasman Civic Centre must submit an additional 'Nomination of Chief Fire Warden' form and be provided with emergency procedures when hiring these facilities. This is a requirement under the Tasmanian Fire Service *General Fire Regulations 2000*, for all public buildings with an occupancy limit of 150 or more.

*\*Please note an Evacuation Pack is located inside the Tasman Civic Centre front doors, to be use in the unlikely event of an emergency*



Is the 'Nomination for Chief Fire Warden' form provided with this application?  Yes  No

## Temporary Structures

A Temporary Structure includes any-

- Booth, Tent or other Temporary Enclosure, *(whether or not part of the Booth, Tent or Enclosure is permanent)*
- Temporary seating structure; or
- Other prescribed structure.

Prescribed Temporary Structures include:

- Mobile Structure
- Temporary Bridge
- Temporary Stage
- Temporary Platform, and
- Temporary Tower

If **YES**, a Temporary Occupancy Permit may be required under the Building Act 2000, and the application is to be assessed by Council's Building Surveyor.

**To be completed by the Council's Building Surveyor before submitting this application.**

Will any temporary structures be erected at the event/activity/sport?  Yes  No

## Food Production and/or Sales

It is a legal requirement under Section 847 of the Food Act 2003 to notify Tasman Council if you are planning any activity that involves either the handling of food intended for sale or the sale of food. Therefore, it may be necessary to obtain a Temporary Food Licence from Council or provide a copy of your current Food Licence (if operating on a permanent basis). Please contact Council's Environmental Health Officer on 6250 9200 to obtain the correct forms & information.

Will the kitchen/kiosk facilities be used?  Yes  No

Will you be SELLING food? (Including food that is provided as part of registration and/or entry fee)  Yes  No

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## Consumption of Alcohol

Will alcohol be consumed? <input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, please nominated the responsible person during the hire period, whom is <b>over</b> the age of <b>18 years</b> , which will oversee the consumption of alcohol at the facility:- Name: _____
Will alcohol be SOLD to individuals? <input type="checkbox"/> Yes <input type="checkbox"/> No
If YES, then a Liquor Licence must be obtained from the Commissioner of Licencing Phone: 6236 2261 or Email: <a href="mailto:licensing@treasury.tas.gov.au">licensing@treasury.tas.gov.au</a>
Has a copy of a Liquor Licence been provided with this application? <input type="checkbox"/> Yes <input type="checkbox"/> No

### Contact us

- E-mail: [tasman@tasman.tas.gov.au](mailto:tasman@tasman.tas.gov.au)
- In person or mail: Tasman Council 1713 Main Road Nubeena TAS 7184
- Telephone 6250 9200 - Monday to Friday 8.30am to 4.45pm

### General:

1. Once the application has been processed and approved the applicant will receive a confirmation notification via email from Council.
2. For any booking that cannot be accommodated, Council will contact the applicant and other arrangements may be explored.
3. Ground and Club Room usage fees are as per below:

### Nubeena Club Rooms & Rec Grounds – **72 Maximum** occupancy limit under the Public Health Act 1997

Description	Session	Rate 2019/2020
Seasonal Hire	Game Day plus Training Day	\$348.50
Additional Training Day (must already have seasonal hire)	Extra Training Day	\$85.00
Total Complex – including outdoor area	Per Day	\$94.00
Oval Only	Per Day	\$38.50
Club Room Only	Per Day	\$70.50
Community Activity	Up to 3 Hour Session	\$23.50
General Hire	Per Hour	\$17.50
Tasman District School	Per Year	\$348.50

### Port Arthur Club Rooms & Rec Grounds - **80 Maximum** occupancy limit under the Public Health Act 1997

Description	Session	Rate 2019/2020
Seasonal Hire	Game Day plus Training Day	\$348.50
Additional Training Day (must already have seasonal hire)	Extra Training Day	\$85.00

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Total Complex – including outdoor area and BBQ	Per Day	\$116.00
Oval Only	Per Day	\$38.50
BBQ Only	Per Day	\$35.00
Community Activity	Up to 3 Hour Session	\$23.50
General Hire	Per Hour	\$17.50

### Taranna Community Centre – **200 Maximum** occupancy limit under the Public Health Act 1997

Description	Session	Rate 2019/2020
Total Complex – including kitchen & Outdoor Facilities	Per Day	\$163.00
General Hire – Hall Only	Per Hour	\$17.50
General Hire – Hall & Kitchen	Per Hour	\$21.50
Community Activity	Up to 3 Hour Session	\$23.50
Outdoor Facilities Only	Per Day	\$38.00

### Saltwater River Hall - **100 Maximum** occupancy limit under the Public Health Act 1997

Description	Session	Rate 2019/2020
Total Complex	Per Day	\$89.50
General Hire	Per Hour	\$16.50
Community Activity	Up to 3 Hour Session	\$22.50

### Koonya Hall - **100 Maximum** occupancy limit under the Public Health Act 1997

Description	Session	Rate 2019/2020
Total Complex	Per Day	\$89.50
General Hire	Per Hour	\$16.50
Community Activity	Up to 3 Hour Session	\$22.50

### Tasman Civic Centre - **500 Maximum** occupancy limit under the Public Health Act 1997

Description	Session	Rate 2019/2020
Total Complex – including kitchen	Per Day	\$163.00
General Hire – Hall Only	Per Hour	\$17.50
General Hire – Hall & Kitchen	Per Hour	\$21.50
Community Activity	Up to 3 Hour Session	\$23.50

Prices effective as 1 July 2019 and are inclusive of GST

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## Bonds & Liability Insurance

Security Bond – No Alcohol	\$150.00
Security Bond – with Alcohol	\$300.00
Individual Hirers Insurance (Applicable when public liability insurance is <b>NOT</b> provided, applies to Community groups and private citizens only)	\$27.50

1. A security bond is required to secure your booking. Please refer to Hire Conditions below for security bond information.
2. Keys must be returned within 1 working day of completion of your event/activity or bond will be forfeited.
3. Keys are available for collection at the Council Office, 1713 Main Road Nubeena during business hours. Weekend bookings are to arrange collection on the Friday.

## TERMS AND CONDITIONS FOR THE HIRE OF COMMUNITY HALLS & RECREATION GROUNDS

### APPLICATION FOR COMMUNITY FACILITY HIRE

Each application for use must be made on the required application form, signed by the applicant, stating the purpose and hours required, and containing the applicant's undertaking to comply with these conditions of hire. Where application is made on behalf of an organisation or body of persons, the applicant shall state the name of such organisation or body and the authority of the applicant for making such application, together with private and business telephone numbers of the applicant. The person making application on behalf of the organisation or body will then be liable to ensure compliance with these conditions of hire.

## HIRE CONDITIONS

**Tentative Bookings** - Tentative bookings will be **held for up to 14 days**. A booking will be confirmed only upon receipt of a completed application form, evidence of satisfactory insurance and security bond within this period and the issuing by Council of a confirmation email. If the booking is not so confirmed, Council may cancel the tentative booking without notice.

**Full Hire Fee** - The full hire fee as determined by Council shall be paid to Council **within 5 working days prior to the event**. Council may, from time to time, fix, review and alter the charges to be levied for the hire of the facility. The fee will be that which applies at the date of the function, notwithstanding that the charge may have altered since the date on which the booking was made. If the full amount is not paid within 5 working days prior to the function, the booking will be automatically cancelled.

**Security Bond** - A security bond must be paid for all bookings of Council facilities. The security bond is a guarantee for the fulfilment of all conditions of hire and is a security against damage to the furnishings, fittings, walls, floors, equipment or the building itself. The bond will also cover extra cleaning expenses incurred when Council needs to engage cleaners after the hirer's function, which is outside the normal cleaning schedule. Should the Council assess the cost of the damage repair or cleaning as being higher than the amount of the bond paid, the hirer agrees to pay Council the full amount in excess of the bond.

All bookings incur a bond fee, A bond invoice must be paid within 7 days from the invoice date. Bookings with less than 7 days event lead time must pay bond invoices immediately. Council will return the security bond to the hirer within 14 working days via Electronic Funds Transfer (EFT) or via Cheque after bond

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refund approval. This is subject to a site inspection undertaken by Council to ensure the facility was left in an acceptable condition and no damage to the facility has occurred.

**Preparing and Selling of Food** - If the hiring group wants to prepare, serve or sell food they must apply to Tasman Council for a Temporary Food Permit and comply with the procedures as indicated in the Department of Human Services – Event Food Safety Program.

Applications for a temporary food permit must be lodged at least 4 weeks in advance for consideration to the Council's Environment Health Officer.

Temporary Food applications can be obtained by contacting Council on 6250 9200 or by visiting <https://www.tasman.tas.gov.au/environment-health/food-business/>

**Cancellation by Hirer** - The hirer may cancel a booking. Notification of cancellation must be received 14 days prior to the hire date(s), in writing; otherwise a full fee of usage shall be charged.

**Cancellation by Council** – Council may cancel any booking when the facility is required for Council functions, Municipal, State or Federal elections or due to a national or regional emergency even when these conditions of hire may have been accepted and signed and the hire fee paid. It is a condition of hire that the hirer agrees to accept Council's right to cancel any booking and the hirer will 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 of such cancellation. Any refund shall be at the sole discretion of Council's General Manager, whose decision shall be final.

**Hire Times** – The times booked must include set up time, caterer's time and last person out. Doors will only be opened and will be closed at the times stated and paid for. Any use of the facility after the engaged time will be charged for the use at the appropriate commercial rate. Such charges must be paid within 7 days of the issue of Council's account.

**Additional Equipment** – Hirers must provide on the application form details of any additional equipment which they are intending to bring into the facility for the event, including without limitation public address systems and stage lights.

**Persons Requiring Access** – Hirers must provide on the application form details of any persons who, or bodies which, require access to the facility, including without limitation musicians, caterers and other contractors.

**Lecture/Entertainment Content** – Where the hire of the facility is for lectures or entertainment, hirers must provide on the application form details of the subject of, and programme for, the lecture or entertainment.

**Limit of Hiring** - The hirer shall only be entitled to use the particular part or parts of the facility hired, and Council reserves the right to let any other portion of the facility for any other purpose or purposes at the same time.

**Refusal to Letting and Sub-Letting** - Council reserves the right to refuse applications for hire. No portion of the facility hired may be sub-let or any booking transferred or assigned without the prior consent of Council.

**Discounted Facility Hire** - Non-profit community groups based within the municipality of Tasman can request discounted fees or in kind support no later than 14 days prior to the event. This can be requested by emailing Tasman Council at [tasman@tasman.tas.gov.au](mailto:tasman@tasman.tas.gov.au) or [info@moreland.vic.gov.au](mailto:info@moreland.vic.gov.au)

**Amendment of Conditions of Hire** - Hirers are advised that Council may amend these Conditions of hire without notice at any time. Not with standing this, when conditions are amended every effort will be made to inform all hirers.

## **FACILITY RULES**

**Hours Of Use** - The Halls and recreation grounds may be used between the hours of 7.00am and 11pm

**Gambling And Smoking** - No game of chance, at which, either directly or indirectly, money is passed as a prize, shall take place in any portion of the facility, without first obtaining the consent of Council. Smoking is strictly prohibited inside any Tasman Council facility and also within 3 metres of any entry and exit points of a public building and 20 metres of a competition, seating or marshalling areas at outdoor sports grounds while a sporting event is being conducted. The hirer must advise facility users about the No Smoking Policy.

**Amplified Music** - Amplified music must cease by 10.00pm. Amplified music before 10am is not permitted also. (Amplified music is any music, which can be heard outside the confines of the building).

**Disorderly Behaviour And Damage** - No obscene or insulting language, or disorderly behaviour or damage to property shall be permitted in any part of the facility. Council reserves the right for its Council officer on duty to remove such offenders and any costs associated with the removal of these offenders must be paid by the hirer.

**Furniture And Equipment** - All furniture and equipment remains the property of Tasman Council and will not be removed or relocated outside of the building.

**Decorations/ Fittings and Lighting** - No electrical installation, appliance or decorating materials of any kind shall be brought into the facility without the consent of Council. All such items must be removed at the end of the function and, if not so removed, the hirer must pay such sum as Council determines for each day or portion of a day whilst such property remains in the facility. The use of confetti or streamers or similar articles of decoration is prohibited. The floor, walls or any other part of the facility, or any curtains, fittings or furniture, shall not be broken, pierced by nails or screws or in any manner or other way damaged, and no scenery, fittings or decorations of any kind shall be erected in the facility or attached to or affixed to the walls, doors or any other portion of the facility, curtains, fittings or furniture, mechanical, electrical or other equipment. The hirer will be liable on demand to pay the full cost of cleaning of or repairs occasioned by damage to the facility or any furniture or fittings as a result of the hiring. Wall decorations must only be put up using blue-tack. No tape or adhesives are permitted. Notification of any lighting changes or requirements must be made at time of booking lodgement. In the event of special electrical equipment being used, the hirer must first obtain Council's consent, which consent may be given subject to conditions including the payment of extra charges to Council and the engagement of and payment for the services of a qualified electrician.

**Security** - All windows and doors are to be locked securely and lighting switched off when leaving premises.

**Theft** - Neither Council nor its staff shall be liable for any loss or damage sustained by the hirer, or any person, firm, corporation entrusted to or supplying any article or thing to the hirer by reason of any such article being stolen, damaged or lost and the hirer agrees to indemnify Council against any such actions.

**Directions** – The Hirer and persons under his, her or its direction shall forthwith obey all directions or orders given by the council as to the management of the facility and functions being conducted therein. The hirer shall be held responsible for the actions of all and every person attending the function.

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**Animals** - No animals shall be allowed in the facility or its precincts without the consent of Council.

**Right Of Free Access** - The right of free access to any part of the facility at all times is reserved to members of Council staff.

## INSURANCE & RELEASE & INDEMNITY

**Insurance** - The hirer must take out public liability insurance (in an amount nominated by Council) with an insurer approved by Council. The hirer must supply a certificate of currency for that public liability insurance 14 days prior to the event. If hirer does not have its own Public Liability Insurance it may request that Council's Annual Hirer's Liability Policy be extended to provide cover.

**Release & Indemnity** - The hirer is responsible for any accident, loss, damage sustained to any person or property or any injury sustained by any person using any part of the facility during the currency of the hiring, notwithstanding that such event arose from or by reason of any defect in the furniture, fittings or other accessories of any kind, and the hirer hereby forever releases, discharges, indemnifies, and holds harmless Council, its servants, Councillors, agents and contractors against all claims and demands made or the costs or expenses incurred in connection therewith. Without limiting the former that includes:

- any legal liability whatsoever arising from the participation or use by the hirer and/or any other persons associated with the hirer, and in the activity of conducting the business operation at, and / or occupying the facility and in all activities in connection therewith, due to any cause;
- any and all loss, damage, expenses, claims, demands, actions and causes whatsoever which might be made or instituted or suffered or incurred or sustained by any person or body for injury, loss or damage arising in any manner for the said participation or use;
- all loss or damage to any property, buildings, equipment or materials of Council and/or any other persons on or outside the location caused by the hirer and/or any persons associated with the hirer due to the said participation or use; and
- any and all loss, damage, injury or illness, including death, sustained or incurred by the and/or any person associated with the hirer arising in any manner from the said participation or use/hire or occupation.

In addition, the hirer must not do or neglect to do or permit to be done or leave undone anything, which will affect Council's insurance policy or policies relative to fire or public risk in connection with the facility. The hirer hereby indemnifies Council to the extent that such policies are affected through any such act of commission or omission.

**Post Function Cleaning** - The hirer will leave the facility in a tidy condition and all fixtures in good working order and condition, and immediately place all rubbish and waste matter, in plastic bags within the garbage bins provided. If this is not done, Council shall be entitled to have the facility cleaned or put in order and the cost of doing so will be paid by the hirer.

**Kitchen Facilities & Appliances** - The hirer must not take and must not allow any other person including caterers to take, into the kitchen or any part of the facility, or use, or allow to be used, any gas or electrical appliances not supplied by Council. The hirer must ensure that when leaving the kitchenette at completion of the event all appliances are turned off and the kitchen is clean and all utensils are in good order and condition. If this is not done, Council shall be entitled to have the facility cleaned or put in order and the cost of doing so will be will be paid by the hirer.

**Liquor** - Hirers proposing that liquor be sold either at a bar or by way of inclusion in catering costs associated with the use of the facility, require a "**Liquor Licence**" obtained from Commissioner of Licensing (6236 2261 or email [licensing@treasury.tas.gov.au](mailto:licensing@treasury.tas.gov.au)). Applicants for such a licence should allow for at least 4 weeks for this body to process their application. A copy of this licence must be **presented to Council 14 days prior to the function**. The liquor licence must be displayed where the alcohol is being sold for the



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duration of the event. It is the responsibility of the hirer to ensure compliance with liquor licensing legislation. Any Liquor Licences obtained for use in a Council facility are only to serve/sell alcohol at functions or events with prior approval from council. *e.g. Tasman Feast, Community Wellness Expo, etc.* No liquor licence will be approved at the **Nubeena Club Rooms** and **Tasman Civic Centre** on school days between school hours due to the location of both buildings (Clarke Street Nubeena).

**Privacy** - Council collects information for the purpose of registering the booking. The personal information collected will only be used to communicate with the applicant for hire or for regulatory, safety or other lawful purposes. Failure to provide this personal information may result in the application not being processed however you may access this information by contacting Council.

**Breached of Conditions of Hire** - Any person committing a breach of any one or more of these conditions of hire may be expelled from the facility. The hirer must bring this to the attention of all persons attending the event.

**Disputes** - In the event of any dispute or difference arising as to the interpretation of these conditions of hire or any matter or thing contained therein, the decision of Council's Chief Executive Officer shall be final and conclusive.

**Goods and Services Tax (GST)** - All fees and charges imposed by Council will be subject to GST. Unless otherwise stated, fees and charges will be inclusive of GST.

## DECLARATION

I state that the information provided in this application is true and correct. I also declare that this form has been submitted with the full support of the applicant group / organisation and I understand that making any false statements can lead to Council rejecting the application and pursuing other penalties available under law. I understand that this is an application only and may not necessarily result in approval.

I declare that I have read the Community Halls and Recreation Grounds Hire Agreement. I am aware of the group / organisation responsibilities when using the facilities and costs incurred as a result and will abide by the terms and conditions in the agreement.

Authorised Person's Name: \_\_\_\_\_

Signature: \_\_\_\_\_



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## Office Use Only

Food Licence Approved:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Environmental Health Officer:	_____ Date ___/___/___	
Hire Fees Paid: (Cash/Invoice)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Amount: \$_____ Invoiced Date ___/___/___
Security Bond Paid:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Amount: \$_____
Keys Provided:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Public Liability Insurance Provided:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Casual Hirers Insurance Paid:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Building Surveyor Assessed:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Liquor Licence Provided:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Chief Fire Warden Form Provided:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Activity/Event/Sport Approved:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Licence Sighted	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Notes:		
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