



CONDITIONS OF USE (PUBLIC OWNED FACILITY)

The Tasman Council grants the hiring of a public owned facility subject to the following terms and conditions:-

Application

The right to use a Council owned hall, building, sporting facility or recreation ground (the 'facility') is subject to Tasman Council receiving an application on the required form; is signed by the proposed hirer; and undertakes to comply with these Conditions. If the proposed hirer is a club, association and/or an organisation, the application must include the personal undertaking by the chairperson, president and/or secretary.

Security Bond

Unless otherwise endorsed by an appropriate Council Officer, a security bond of **\$150.00 (no alcohol)** **\$300.00 (with alcohol)** is payable prior to the hire of the nominated facility. This bond guarantees the fulfilment of these Conditions, as a security against damage to the facility or any infrastructure contained therein, and for any extraordinary cleaning arranged by Council resulting from the hirer's use of the facility.

This security bond is determined by Council at its annual setting of the fees and charges schedule and will only be released to the hirer after the facility has been inspected and/or agreed that the facility has been left in a clean and tidy condition.

Hire Fees

Hire fees shall be in accordance with the annual Tasman Council's fees and charges schedule and will be payable prior to your booking.

Insurance

Public Liability Insurance must be provided by all associations, organisations and/or clubs. The hirer shall take out and keep current during the period of hire, liability insurance policy in the name of the hirer, insuring for a sum of not less than ten (10) million dollars (**\$10,000,000**) and insuring against all actions, costs, claims, charges, expenses and damages whatsoever which may be brought or made claimed against the hirer arising out of or in relation to the hiring arrangement. Proof of this policy must be provided to Tasman Council to form part of the hire agreement, stating the level of cover, period of coverage and exclusion clauses.

If the hirer does not have an insurance policy and the function is a private event only (not advertised or open to the public), the hirer is to purchase Public Liability Insurance from Council for a nominal cost of **\$25.00** which set as per the annual fees and charges schedule. This is a blank insurance coverage, covers the casual/individual hirer for any public liability claims brought against them during the hire period. This insurance does not cover the hirer, if they are negligent in their dealings, when using a Council facility.

Cancellation of Booking

Any cancellation within 24 hours prior to the date of hire, may result in half of the hire fees being payable to Tasman Council, if demanded.

Occupancy Capacity

The maximum occupancy limits under the *Public Health Act 1997* for any one hire within the following Tasman Council building are as follows:-

- Tasman Civic Centre (500 people)
- Koonya Hall (100 people)
- Saltwater River Hall (100 people)
- Tasman Community Centre (200 people)
- Port Arthur Club Rooms (80 people)
- Nubeena Club Rooms (72 people)
- Premaydena (TBC)

Keys

The hirer agrees to secure the premises upon departure and to return all keys to Tasman Council or Council's representative as soon as possible following the hiring and will not copy or pass the keys onto any other party.

Noise

All hirers are required to at all times, to respect the rights of neighbouring residents with regard to noise and therefore, must comply with the *Environmental Management & Pollution Act 1994*.

Smoking

Smoking is **NOT** permitted within any Tasman Council owned facility. In Tasmania smoking is also prohibited within 3 metres of the entry/exist point 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.

Sale of Food

It is a legal requirement under Section 84 of the *Food Act 2003* to notify Tasman Council, if you are planning any activity that involves the handling of food which is intended for sale or the direct sale of food.

This is regardless of whether the hirer is a business, enterprise or the activity concerned is of a commercial, charitable or community nature and it involves the handling or sale of food for one occasion only. Failure to do so imposes an individual fine, not exceeding **\$50,000** or for a body corporate a fine not exceeding **\$120,000**.

Depending upon the nature of the food to be sold, it may be necessary to obtain a Temporary Food Licence. In such an instance, Tasman Council's Environmental Health Officer will assess the type of foods involved and ensure correct food hygiene practices and requirements are in place for the activity to occur safely.

Liquor

The consumption of alcohol is not permitted during the hire period, without prior consent of the Tasman Council.

If alcohol is to be sold by the hirer during the hire period, a Liquor Licence must be obtained from the Commissioner of Licencing (Ph 6236 2261) Email – licensing@treasury.tas.gov.au . A copy of this licence must form part of the hire agreement if this is the case.

If alcohol is to be consumed but not sold, a person over 18 years of age, is to be nominated as the responsible person during the hire period and stated on the hire agreement.

Permission to Occupy

- a) The hirer shall only be entitled to the use of the particular part or parts of the facility hired on the date set out in the schedule of the application and Tasman Council reserves the right to permit any other portion of the facility to be hired for any other purpose at the same time.
- b) 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 Tasman Council may at its discretion allow other individuals and groups to have casual use of the facility.

Assignment

Hirers that are granted permission to use any Tasman Council owned facility, shall not assign the right of use to any other person, organisation or body.

Determination

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

Theft

Tasman Council shall not 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 Tasman Council against any claim by any such person, firm or corporation in respect of any such article or thing.

Good Order

- a) The hirer shall be responsible for the full observance of these Conditions and for the maintenance and preservation of good order in the facility throughout the whole duration of the period of use.
- b) No disorderly behaviour or damage to the property shall be permitted in any part of the facility.

Cleanliness

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

Damages

- a) The floors, walls, curtains or any other part of the facility 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 any damage to a Tasman Council property except for normal wear and tear.

Free Access

Any officer or employee of the Tasman Council whom the General Manager may appoint, shall at all times be entitled to free access to any and every part of the facility during the hire period.

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 the officer or employee acting on behalf of Tasman Council, thereon shall be final and conclusive.

Acts and Regulations

The hirer shall conform to the requirements of the *Public Health Act 1997*, *Local Government Act 1993*, any Local Laws/By-Laws or Regulations made thereunder, and shall be liable for any breach of such Acts, Local Laws/By-Laws or Regulations. All other Statutory Rules, provisions and regulations of the Commonwealth of Australia or State of Tasmania for the time being, in force must be complied with by the user and notices given to the appropriate officers.

If you have any further questions concerning the Conditions of Use, please contact Tasman Council on 6250 9200 during normal office hours.