



## **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, 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. 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.

## **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

I Ann Brittain of Huonville Girl Guides

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: Ann Brittain Date: 4th Jan 2021

Booking Person Signature: Ann Brittain Date: 4th Jan 2021

## 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.