



**APPLICATION FOR FACILITY HIRE**  
AFFH23072018

Club/Organisation/Committee: .....

Surname: .....

Given Names: .....

Address: .....  
.....

Telephone:      Business: .....      Private: .....

Driver's Licence No. ....

Date of Application: .....

I ..... 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 and I acknowledge having received and read a copy of the Conditions of Facility Hire and undertake to be bound by and comply with these Conditions in every respect and 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.

Club/Organisation/Committee: .....

(If applicable)

Name: ..... (please print) ..... Signature

Date: .....



# SCHEDULE

## DETAILS OF FACILITY TO BE BOOKED:

Name of Facility: .....

Address: .....

Room (if applicable): .....

Date of Hiring: .....

Date for event: 1) Set up From ..... To: .....

2) Event From ..... To: .....

## DETAILS OF FUNCTION:

Type of Function: .....

Number of people attending: ..... (Please see attached Appendix A for limits)

Will you be serving a meal: Yes  No

If yes, how will it be served? Sitdown  Buffet

If food is going to be served or prepared, you must contact Council's Environmental & Health Officer

Will alcohol be consumed? Yes  No  (Please read condition 32, for more detail)

Permit Provided? Yes  No

Will kitchen facilities be used? Yes  No

Are there to be any temporary structures on-site i.e.: tents, marquees or temporary occupancy of buildings that differs from normal use, if yes please contact Council: Yes  No

## HIRE CHARGE FEE, SECURITY DEPOSIT & BOND:

(Council reserves the right to charge a Security Deposit & Bond)

Hire Charge Fee received \$...... (Please read condition 3, for more detail)

Total amount received \$...... (Please read condition 3, for more detail)

Bond Received \$...... (Please read condition 2, for more detail)

Signature of Endorsing Officer: .....

Date Received:..... Receipt Number .....

## PUBLIC LIABILITY INSURANCE

Please indicate if your event requires ..... (Please read Condition 8, for more detail)

Kentish Council to supply Public Liability

for the value of \$10,000,000.00. Yes  No

Insurance cost \$ .00 per event

Insurance payment received Yes  No

Signature of Endorsing Officer.....

Date Received..... Receipt Number..... (Please check attachment Appendix B on page 11 for clarification of exclusions to council's insurance policy)



# CONDITIONS OF HIRE

The Council grants the hire of facilities subject to the following conditions, please sign on the bottom of the last page that you acceptance of conditions set out below:

## 1. APPLICATION

The right to use the facilities is subject to Kentish Council 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 the president and secretary of the club.

## 2. SECURITY BOND

Unless otherwise endorsed by Kentish Council, a minimum security bond in the sum of an amount that is equal to the Hire charge fee charged 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 resulting from the hirer's use of the premises. The hirer shall be liable on demand by the Kentish 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 one 5 working days of the use of the premises.

## 3. HIRE FEES

Hire Fees shall be in accordance with the Schedule prepared by the Council from time to time and shall be payable 10 working days prior to the date of the function.

## 4. MINIMUM BOOKING TIME

The minimum booking time for any hall is two (2) hours and the fee applicable will be based on a two-hour booking.

## 5. USE OF FACILITY AFTER ENGAGED TIME

If the area is not vacated by the nominated time, the hirer shall forfeit the entire bond.

Every consideration must be given by people using and vacating the area to the residents who live nearby in regard to minimising noise and unruly behaviour.

## 6. PREPARATION FOR FUNCTIONS

The charge for the cost of hire of facilities specifically for the preparation of functions is equal to the daily/hourly hire charge as per the schedule.

**7. CANCELLATION OF BOOKING**

Any cancellation of a booking for the hire of the premises shall be made at least 14 days prior to the date of the function otherwise a cancellation sum of an amount that is equal to the Hire charge fee will be levied. Any cancellation within 24 hours prior to the date of the function will result in a cancellation fee of 100% of the Security deposit paid being levied.

**8. INSURANCE**

The hirer shall take out and keep current during the period of hire a liability insurance policy in a form approved by the council.

Insurance requirements imposed by the Council on hirers that use Council halls. Council requires a minimum Public Liability Policy level of \$10,000,000.00 million. ***A copy of your Certificate of Currency with the Kentish Council noted as an interested party*** is to be provided to the Kentish Council Offices, 66 High Street, SHEFFIELD 7306, no later than 48 hours prior to occupancy, the Certificate of Currency is to be provided annually thereafter, if use of the facility is ongoing. Should you have any queries regarding this requirement, you should contact Council's Risk Management Co-ordinator, Robert Taylor on 03 6491 0200.

***Public Liability Insurance cover for a value of \$10,000,000.00 can be obtained from Kentish Council for a one off charge per application. Cost of the fee can be obtained from Kentish Council.***

***If you require Kentish Council to supply Public Liability for your event, ensure you have indicated this in the appropriate section of this document (bottom of page 2).***

***Public Liability Insurance is limited to specific events, some events are excluded from obtaining Public Liability Insurance from Kentish Council, for more details on the insurance policy, please talk a Kentish Council Officer on 03 6491 0200.***

**9. INDEMNITY**

The hirer agrees to indemnify, and keep indemnified, and to Hold Harmless the council, its servants and agents, and each of them from and against all actions, costs, charges, expenses and damages whatsoever which may be brought, or made, or claimed against them, or any of them, arising out of, or in relation to the hiring engagement.

**10. ACTS AND REGULATIONS**

The hirer shall conform to the requirements of the Health Act, Local Government Act, any Local Law/By-law or Regulations made there under, 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 Victoria/Tasmania for the time being in force must be complied with by the user and the notices given to the proper officers.

**11. OBSTRUCTIONS**

The hirer shall comply in every respect with regulations under the Health Act and Victorian/Tasmanian Building Regulations with regard to Public Buildings for the prevention of overcrowding and obstruction of gangways, passages, corridors, or of any part of the building. Any person causing an offence against such regulations shall be removed from the building.

**12. 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 to the application and the Council reserves the right to permit any other portion of the building 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 the Council may at its discretion allow other individuals and groups to have casual use of the premises.

**13. ASSIGNMENT**

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

**14. ADULT SUPERVISION**

Hirers under the age of 21 years must have the application form referred to in Clause 1 completed by an adult who will be supervising the function. The person completing the application form and whose signature appears on the same is subject to these terms and conditions.

Proof of age may be required prior to completing this form.

**15. SEATING**

The hirer may under supervision of the Kentish Council, vary the arrangement of the seats in any hall provided that they are arranged in conformity with the Public Health Regulations. Tables and chairs will be set up by the hirer only after a plan has been submitted to the Kentish Council no less than 5 working days prior to the function.

**16. SEATING AND HALL CAPACITIES**

The maximum seating capacity for functions in Council facilities are:

*See attached Appendix A.*

The facility seating capacity for the facility hired must not exceed the capacity for that facility shown on Appendix A.

**17. GAMBLING**

No game of chance, at which either directly or indirectly money is passed as a prize, shall take place in any part of the premises, with the exception that this clause shall not prevent the hirer using the premises for games of Bingo or equivalent, providing relevant permits have been obtained.

- 18. CONFECTIONERY (if applicable)**  
Ice cream, chocolates or other confectionery or refreshments of any kind whatsoever shall only be sold in the main foyer of the facility unless permission in writing is obtained from the Kentish Council.
- 19. POLICE**  
The hirer shall, when so directed by the Kentish Council arrange for police attendance. All events must be registered with Tasmania Police, proof of the registration must provide to a Council employee, or an official representative of Kentish Council.
- 20. PARKING ATTENDANTS**  
A hirer may employ his own attendant, but if in the opinion of the Kentish Council more parking attendants are required for any function to be held in the hall, the cost of employing such attendants shall be borne by the hirer.
- 21. 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.
- 22. 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.
- 23. CORPORATE MANAGER**  
Wherever appearing in these conditions and where the context so admits the expression Kentish Council shall be deemed to include any officer of the Council acting with the authority of the Kentish Council expressly or implied.
- 24. REFUSAL TO GRANT HIRE**  
It shall be at the discretion of the Kentish Council to refuse to grant the hire of a facility 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 Kentish 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 not claim at law or in equity for any loss or damage in consequence thereof.
- 25. 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 building throughout the whole duration of the period of use.  
(b) No spitting, obscene or insulting language or disorderly behaviour or damage to property shall be permitted in any part of the building.

- 26. PIANO (if applicable)**  
The Council's piano must not be moved off the stage and no piano shall be brought into the building without the permission of the Kentish Council. Any authorised movement of pianos shall be done under the supervision of the Kentish Council. Upon the return of the piano to its original position on the stage the Council shall arrange for the retuning of the piano and the cost of such retuning shall be paid by the hirer.
- 27. 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 by Kentish Council from the hirer.
- 28. 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.
- 29. 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 Kentish Council.
- 30. DECORATIONS STAGE FITTINGS**  
No stage property, decorations, electric lighting, naked lights of any kind or articles of similar nature shall be brought into the building without the consent of the Kentish Council. The hirer at the end of the function shall remove all such articles and property together with any catering appliances or fittings.
- 31. SMOKING**  
Smoking is not permitted in any council building.
- 32. LIQUOR**  
The sale of liquor on the premises is forbidden unless the hirer obtains a permit from the Liquor Control Commission, and the permit is produced to the Kentish Council who shall make an endorsement on the Schedule to the application. Application form can be obtained from [Service Tasmania](#).
- 33. SUBJECT OF ENTERTAINMENT**  
The Kentish Council may require the hirer to submit for approval the subject and program for any entertainment or lecture prior to the use of the premises.
- 34. OPENING AND CLOSING FACILITIES**



The facility hirer shall open the facility and shall close the facility after use, unless alternative arrangements have been made with the consent of the Kentish Council.

**35. FREE ACCESS**

Any officer or employee of the Council whom the Kentish Council may appoint shall at all times be entitled to free access to any and every part of the building to inspect.

**36. 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 Kentish Council thereon shall be final and conclusive.

**37. PERFORMING RIGHTS**

In the case of a dramatic or other performance or concert, the hirer shall not produce, or permit to be produced or performed, any dramatic or musical work in infringement of the copyright or performing right of any owner of such right or rights, and the hirer agrees to indemnify the Kentish Council against any claim for breach of copyright or any other action herewith.

This includes music played for an event; for clarification please contact the Governing body at General Performance Licensing

Email [licence@apra.com.au](mailto:licence@apra.com.au)

Tel: 1800 882 772 or 02 9935 7900 and ask for Client Services

Fax: 02 9935 7790

Post Locked Bag 3665 St Leonards NSW 1590.

Web site: <http://www.apra.com.au/Licence/LEvnt.htm>

Kentish Council takes no responsibility for the acquisition of any permits if required for the event.

**38. EMERGENCY PROCEDURES**

All persons entering the facility must be made aware of the facilities Emergency Fire Fighting Equipment, Emergency Exits and Assembly Areas. These can be found at the entry to the facility on the Emergency Exits & Fire Fighting Plan.

**39. AGREEMENT TO CONDITIONS**

Please sign in the area provided below to acknowledge that you have read and fully understand and will abide by the aforementioned Conditions of Hire.

Name in full (please print) .....

Position held: .....

Name of organisation if applicable: .....

Sign: ..... Date: .....

**Appendix A. - Limits**

<b>Max No. Persons</b>	<b>FACILITIES</b>	<b>LOCATION</b>
<b>100</b>	<b>Green Hall Railton</b>	<b>RAILTON TAS 7305</b>
<b>100</b>	<b>Kings Hall Railton</b>	<b>RAILTON TAS 7305</b>
<b>100</b>	<b>Beulah Hall</b>	<b>BEULAH TAS 7306</b>
<b>100</b>	<b>Claude Road Hall</b>	<b>CLAUDE ROAD TAS 7306</b>
<b>100</b>	<b>Wilmot Hall</b>	<b>WILMOT TAS 7310</b>
<b>80</b>	<b>Lower Barrington Hall</b>	<b>LOWER BARRINGTON TAS 7306</b>
<b>100</b>	<b>Barrington Hall</b>	<b>BARRINGTON TAS 7306</b>
<b>100</b>	<b>Sheffield Recreation Centre</b>	<b>SHEFFIELD TAS 7306</b>
<b>300</b>	<b>Sheffield Town Hall</b>	<b>SHEFFIELD TAS 7306</b>
<b>150</b>	<b>Drill Hall Sheffield</b>	<b>SHEFFIELD TAS 7306</b>

## **Appendix B. – Insurance Policy Details.**

**Attached policy details** (if required)

**Appendix C. – Bond Fee Payment Criteria**

- 1. Weddings**
- 2. 21st Birthday Parties**
- 3. Children Parties**
- 4. Adult Parties other than 21<sup>st</sup> Birthday Parties**
- 5. Fund raising events**
- 6. Sports events (including exercise classes)**