

APPLICATION FOR FACILITY HIRE

APPLICANT DETAILS

Facility							
Applicant							
Organisation / Grou	up / Club						
Address							
Contact Phone Nur	nber						
Contact Email							
*To make applicati	on on beha	lf of a Club, yo	ou must be known to	Council as an	authorised i	member of the	e Club
HIRE DETAILS							
Purpose of Hire:				Ar	Anticipated Attendance:		
Hirer Type:	□ Community Group □ Sporting Club □ School □ Private □ Commercial						
Is the hirer based:	□ Within [Oorset Munici	pality Outside Dors	set Municipali	ity Invoice	Required?	Y□N
Frequency of Use:	□ Once/Casual □ Weekly □ Fortnightly □ Monthly □ Other:						
Start Date	End Date		Day of Week St		Time	End Time	
	t your reque	ested usage ti	me includes setup, cle	eaning and po	ack up time i	required.	
FUNCTION DETAILS							
Will a meal be serv	ed? □ Yes	s 🗆 No l	f yes, how will it be se	erved?			
Will alcohol be con	sumed or so	old? □ Con	sumed 🗆 Sold 🗆	Both			
Do you intend to b	uild a Temp	orary Structu	re? 🗆 Yes 🗆 No				
			nts, temporary enclo	sures, mobile	structures,	temporary b	ridges,
temporary stages, temporary platforms and temporary towers.							
I, Representing (Organisation/Club if applicable)							
Of			(addra	200			
Make application fo	or the pren	nises based o	<i>(addre</i> on the details contai	,	his applicati	ion for facility	v hire. I
• •	•		by of the terms and c				•
conditions.							
Signature					Date		
Office Use Only							
•		Request invo	oice through AR if req	uested 🗆 Co	C Required	? CM9 Ref:	
☐ Bond required? \$	5	□ Bond Recei	pt Number:	□ Public Lia	bility record	ed in NT Shar	e
			ire details added to c				
│□ If applicant is ser	ving a meal	, serving alcol	hol or building a temp	orary structu	re, notify El	1O	

Doc Ref: DOC/18/5114 Reviewed: 27 June 2019



FACILITY HIRE – Terms and Conditions

HIRE CONDITIONS

Charges: All charges in relation to the Application for Facility Hire (**Application**) must be paid in full upon confirmation of the booking, unless Council approves alternative arrangements.

Tentative Bookings: Tentative bookings will be held for up to 14 days if made at least 28 days in advance of the required date. A booking will be confirmed only upon receipt of a completed application form, evidence of satisfactory insurance and payment of any fees. Council reserve the right to terminate a tentative booking without notice if the above requirements are not fulfilled within the 14 day period.

Hire Times: The hire times listed in the Application must cover all usage of the facility, including set up and clean up. Any use of the Facility outside of the times listed in the Application may be charged at the appropriate rate at Council's discretion.

Closure of Facility: Council reserves the right to close a facility or redirect users to an alternate facility where an authorised Council staff member considers the facility unsuitable for use.

Cancellation by Council: Council reserves the right to cancel the applicant's use of a facility in the event that the facility is required for an extraordinary function or extraordinary use.

Cancellation by Applicant: Any cancellation of an Application shall be made at least 24 hours prior to the reservation. All fees will be forfeited by the applicant if cancellation is made less than 24 hours of the booking.

Sub-letting: The applicant shall not sub-let any or all of the facility to another party without the prior written consent of Council. No booking may be transferred or assigned without the consent of Council.

Right of Access: Council reserves the right to access any part of the Facility at any time, as do emergency service workers.

Applicant Access: The applicant shall only access the facilities specified in the Application during the times booked.

Privacy: Council collects information solely for the purpose of confirming the booking. The personal information collected will only be used to communicate with the applicant regarding the booking or for regulatory, safety or other lawful purposes. Failure to provide the requested information may result in the Application being denied.

Breach of Conditions: If the applicant or one of their guests is found to have committed a breach of these conditions the applicant may be asked to vacate the facility and may not be permitted to make future bookings of Council's facilities.

Disputes: In the event of any dispute or difference arising as to the interpretation of these conditions, the decision of Council's General Manager or his agent 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.

Doc Ref: DOC/18/5115 Reviewed: 15/07/2021



FACILITY HIRE – Terms and Conditions

FACILITY RULES

Security: All windows, doors and gates are to be locked securely and lighting switched off when leaving the Facility.

Cleaning: The Applicant is responsible to leave the Facility in a clean and tidy condition. The Applicant will ensure that the floors are left clean, with sweeping/vacuuming and wet mopping as required. The Applicant will also clean the floors or Facility as required throughout the hire period (e.g. to clean spills). The Applicant will collect all litter and place rubbish in the bins provided. Any excess rubbish will be disposed of by the Applicant. If this condition is not met, Council reserve the right to charge the Applicant for the cost associated with cleaning the facility or removing excess rubbish.

Hazards: The Applicant is responsible for addressing hazards that arise during the hire period e.g. tripping hazards, slipping hazards.

Liquor: If liquor is to be sold at the Facility, the applicant will require a Liquor Licence which can be obtained from the Commissioner of Licensing (phone 6236 2261 or email licensing@treasury.tas.gov.au). Applicants for such a licence should allow for at least 4 weeks for the Commissioner of Licensing to process the application. A copy of the Liquor Licence must be provided to Council prior to the hire period. The Applicant will be required to ensure compliance with all liquor licensing legislation.

Kitchen Facilities: An applicant wishing to sell or supply food to the public may need to apply to Council for a Temporary Food Business Registration and ensure compliance with all relevant legislation. Applications must be lodged at least 4 weeks in advance for consideration by Council's Environmental Health Officer. The Food Business Application Form can be obtained by visiting https://www.dorset.tas.gov.au/permits-and-licences/#Food or calling Council on (03) 6352 6500. The applicant must ensure that all kitchen appliances are turned off upon departing the Facility and that the kitchen facilities are left in a hygienic condition.

Smoking: Smoking is not permitted in any Council building or swimming pool facility and No Smoking laws must be adhered to when using any other facility or open space.

INDEMNITY & INSURANCE

Release and Indemnity: The applicant shall not do, neglect to do, permit to be done or leave undone anything that will affect the Council's Insurance Policy or Policies in connection with the hire of this facility.

Insurance: If a sporting group or commercial operator, the applicant must provide a current public liability policy of insurance which covers it in respect of the activities being undertaken in the facility. The policy will be for the sum of at least \$20,000,000.00 (or such greater sum as reasonably required by Council) and will be undertaken with an insurer approved by Council. A Certificate of Currency or a copy of the current Public Liability Insurance Policy must be attached to the Application. The applicant may be required to obtain insurance covering the activity, participants and/or volunteers if requested by Council.

Theft or Damage: Council shall not be held liable for theft or damage to any personal property of the applicant. The applicant shall be liable for all foreseeable damage to the facility caused by misuse and will be required to meet the costs of any associated repairs.

Doc Ref: DOC/18/5115 Reviewed: 15/07/2021



ACCESS DEVICES – Terms and Conditions

DEFINITIONS

Access Devices are keys, security fobs, passcodes or any other item used to access a Council facility.

The **Applicant** is the person applying for or being issued with access devices to a Council facility.

Misuse is an act that defies the Terms and Conditions.

Unauthorised Use is using the access devices in a manner that has not been approved by Council.

CONDITIONS OF USE

- 1. The Applicant must sign the declaration provided before the Access Device will be issued.
- 2. The Applicant shall only access facilities within the designated times and for the permitted use as per the lease or licence agreement, Application for Facility Hire or any other agreed terms of use that have been confirmed in writing.
- 3. The Applicant agrees not to lend or re-assign the Access Device provided without prior consent from Council.
- 4. The Applicant is responsible for securing the facility after use. All doors, windows and gates are to be checked before leaving, including the fire exit doors.
- 5. If the Applicant misuses the Access Device provided, Council may revoke permission to use the facilities and any entitlements or deposits owed to the Applicant may be forfeited. The Applicant shall immediately return the Access Devices for the premises.
- 6. Council may seek compensation for any loss or damages to the facility resulting from the Applicant's misuse or unauthorised use of the Access Device.
- 7. Council may seek reimbursement from the Applicant for the cost associated with replacing Access Devices or reconfiguring the facility security due to lost or damaged Access Devices.
- 8. Council reserves the right to terminate the Applicant's rights hold a Council issued Access Device if any of these terms and conditions are breached.

Doc Ref: DOC/18/5116 Reviewed: 15 October 2018