

### TERMS AND CONDITIONS

**Council grants the hire of the Facility/Complex/Reserve or part thereof subject to the following conditions of hire:**

1. Council reserves the right not to accept the hire application or to cancel the booking at any time.
2. If the function involves alcohol consumption or the Hirer is not a regular Hirer, the Hirer must pay the required bond together with the signed sections of these conditions of hire to Council before the date of the function/event. Failure to do so will result in access to the Facility/Complex/Reserve being denied to the Hirer.
3. Sub-letting of the Facility is prohibited.
4. The Hirer shall conform to and obey all reasonable directions given by an authorised Council / Management Committee officer in regard to the use of the Facility.
5. A Police Officer or authorised Council Officer shall have access to the Facility at any time, notwithstanding any hiring.
6. Any Hirer not complying with the provisions of these conditions or in any way misconducting themselves may be removed from the Facility by an authorised Council Officer or Police Officer.
7. The Hirer shall inspect the Facility and must satisfy themselves that the Facility is safe and suitable for the intended use. For sporting / training / keep fit / dance events, a Pre-Season checklist must be filled out and returned to Council **prior to season commencement** and a Pre Match checklist must be filled out each **and every time** the Facility is used for sporting games or matches. The Council may at any time request a copy of a completed inspection form and will arrange collection of all forms on a regular basis.
8. Any motor vehicle driven or parked in the confines of the Facility is entirely at the owner's risk and no responsibility is accepted by Council or Special Committee of Council for any theft or damage. All vehicles admitted to the property are to be driven and parked so that no damage is caused to the Facility or the detriment of the public.
9. The Hirer shall not write, decorate, placard, cut, damage or pierce with nails, screws or any other contrivances to structures or any trees within the reserve without written permission from an authorised Council / Management Committee Officer.
10. The Hirer shall be responsible for all damage caused to the Facility during the period of hire and will be required to pay the costs of all repairs.
11. The Hirer shall take out and keep current during the period of hire, a liability insurance policy in a form approved by the Council, insuring for a sum not less than twenty (20) million dollars, the Hirer against all actions, costs, claims, charges, expenses and damages whatsoever which may be brought or made or claimed against the Hirer arising out of, or in relation to the hiring arrangement.

**A copy of the Certificate of Currency must be attached to the signed Hire Agreement.**

**OR**

The Casual Hirer (i.e. one off Hirer) may access Public Liability Insurance under Council's blanket policy for an additional fee in addition to the hire fee. *(Please fill in "Insurance for Casual Hirers of Council Facilities" form if using this option)*

#### **IMPORTANT CASUAL HIRER INSURANCE INFORMATION:**

##### **A. The following activities cannot be covered by Council's casual Hirers public liability policy:**

- Sporting Events
  - Special Events
  - Contractors & Subcontractors (e.g. Caterers)
  - Publicly advertised lecture
- (e.g. Dances, Shows, Festivals, Regattas, Pageants, Exhibitions, Circus)

##### **B. Casual Hirers need to note that the Council Casual Hirer Insurance does not cover persons who are working for hire, professional persons who generate an income from the event.**

**For a copy of the policy document or Certificate of Currency contact Council on: 03 6393 5300 or email mail@mvc.tas.gov.au**

12. The Hirer shall not:-
  - a. Sell intoxicating liquor in the Facility without the necessary liquor permit AND consent in writing from Council; or
  - b. Bring into or be found in possession of intoxicating liquor in the Facility without Council / Management Committee approval.
13. The Hirer shall enforce the following requirements within the Facility:
  - a. All exterior doors are to be secured before leaving, including the fire exit doors.
  - b. No smoking in the building, or within 3 metres of any entrance.
  - c. No confetti or similar (e.g. rice, glitter) is to be used in or around the Facility.
  - d. Ensure all electrical appliances are switched off before vacating the Facility.  
EXCEPTION: Fridge/Freezer, Continuous Urn/Water Heaters (or as labelled)
  - e. There shall be no interference with furniture and equipment not belonging to the Hirer and not performing part of the Hire Agreement. No furniture is to be dragged across the floors.
  - f. Conduct likely to cause damage is not permitted.
  - g. No loud noise or nuisance is permitted (in accordance with the Environmental Management and Pollution Control Act 1994).
  - h. Non-Emergency Callouts e.g. Fire Alarm activation due to excessive steam/smoke will be at the Hirers expense.
  - i. No material shall be placed on the floor (e.g. powder or wax), without prior approval from the Council / Management Committee.
14. The Hirer is expected to make every effort to leave the Facility in a clean and tidy condition.
15. The Hirer is required to pack away all of their own stored equipment and clear away any decorations or other furniture or equipment specifically brought to the Facility for their function.
16. The Facility is to be left in a condition whereby the contract cleaners can perform their duties without interference or delay.
17. The Hirer shall immediately report any damage and spills that may present a danger or cause permanent damage.
18. The Hirer will be responsible for any additional cost of cleaning the Facility if the Facility is left in an unreasonable condition.
19. The Hirer will ensure that additional cleaning requirements in particular areas (e.g. kitchens) are complied with.  
A notice detailing these additional requirements, if any, will be clearly affixed to the wall in that area.

### TERMS AND CONDITIONS – (continued)

20. The Hirer shall only access those rooms and Facilities hired.
21. Use of the Facility is subject to the maximum of persons as identified in the place of assembly licence (as displayed at the Facility).
22. Use of a Facility later than 12.00 midnight - Sunday to Thursday inclusive and, 1.00 am - Saturday and Sunday is not permitted.
23. Use of a Reserve between the hours of 9:00 pm and 7:00 am is not permitted unless authorised in writing by council.
24. The Hirer shall conform to the requirements of the *Public Health Act 1997*, *Local Government Act 1993*, local by-laws and 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 the notices given to the proper officers.
25. The Hirer shall comply in every respect with Regulations under the Public Health Act 1997 and the Building Code of Australia with regard to Places of Public Assembly. In particular, the prevention of overcrowding and obstruction of gangways, passages, corridors or any part of the building.
26. Where a tent/marquee greater than 300m<sup>2</sup> is to be erected the Hirer will need to obtain specific approval from Council.
27. No game of chance, at which either directly or indirectly, money is passed as a prize shall take place in any part of the Facility, 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.

#### GROUND USE

28. The Hirer shall enforce the following requirements within the reserve:
  - a. Ensure that any activities comply with the Council's by-law for the management and control of public reserves.
  - b. No loud noise or nuisance is permitted (in accordance with the Environmental Management and Pollution Control Act 1994).
29. The reserve is to be left in a clean and tidy condition. All rubbish is to be removed from the reserve after the hire period (unless otherwise instructed).
30. Where a tent/ marquee greater than 300m<sup>2</sup> are to be erected the hirer will need to obtain specific approval from Council.

#### The following conditions relate to hiring Facilities for youth and young adult Events/Parties (14/21 years)

31. All youth and young adult events and parties are assessed on a case by case basis and Council reserves the right to refuse any booking if it considers that such a booking is not in the best interests of the preservation of the Council Facility.
32. The Event/Party needs to be finished by 12am.
33. No alcohol is permitted at party bookings for people under 18 years of age. For parties for people aged 18-21, if alcohol is being supplied or consumed, a \$500 bond required to be paid at the time of signing the Facilities Hire Agreement form.
34. Parents or a Legal Guardian 25 years or older must make the booking, after they have spoken to Council officers to discuss the Event or Party. All youth events and parties need to be supervised by an adult 25 years or older (1 adult for every 20 guests) to ensure the safety and security of guests and council property. Details of the supervisory arrangements must be provided to and approved by Council prior to the Event.
35. The Hirer is required to contact the local police and register a Party Safe Registration form. Proof of receipt of Party Safe form submitted to the Police is to be supplied to Council officers.
36. A risk assessment is to be carried out by Council officers to determine whether it is required that the Hirers employ registered security for the event (usually 2 guards per 100 guests).
37. Meander Valley Council reserves the right to extend some or all of the special conditions when hiring to young adults older than 21 years of age.

**If the Hirer commits, permits or allows any breach or default in the performance and observance of any of these conditions, the Council /Management Committee may terminate the permission to use the Facility and the Hirer shall immediately vacate the facility and the security deposit shall be forfeited to the Council/Management Committee.**

**Penalties may apply for non-compliance – refer to Council for details**

**☎ Dial 000 for POLICE, AMBULANCE or FIRE BRIGADE**  
**COUNCIL AFTER HOURS EMERGENCIES: ☎ 6393 5300**

#### Privacy Statement

"The Meander Valley Council is committed to upholding the right to privacy of all individuals who have dealings with the Council. Unless required by law or by a Court or tribunal, the Council will take the necessary steps to ensure that the personal information that members of the public share with us remains confidential. How we use this information is explained in our Privacy Policy, which is available at [www.meander.tas.gov.au](http://www.meander.tas.gov.au) or at the Council Office."