



Kingborough

Terms and Conditions for Community Hall Hire

These terms and conditions are designed to give the Hirer a clear and descriptive understanding of the Hirers responsibilities.

Definitions

Council – Kingborough Council.

Civic Centre – Kingborough Council’s administration/operational building located at 15 Channel Highway, Kingston Tasmania.

Hirer – Person, partnership, organisation or corporation entering into a contract of hire for a Community Hall.

Venue/Premises – Kingborough Council owned and managed Community Halls including Blackmans Bay Hall, Kingston Beach Hall (and KIN Space), Margate Hall, Sandfly Hall and surrounding outdoor areas within these properties.

Venue Hire Application (this form) – Conditions of hire and use completed and signed by the Hirer to request a booking, stating confirmation of understanding and acceptance of all Terms and Conditions for hire.

Venue Hire Agreement – Contract of hire between Kingborough Council and the Hirer confirming the acceptance of the booking request as stated in the Venue Hire Application or as negotiated with Kingborough Council.

Full Terms and Conditions for hire

1. The Hirer shall promptly comply with all laws, whatsoever and wherever applicable, all directions of government authorities and these terms and conditions.

Risk and Release

2. The Hirer uses Council facilities and any equipment in the premises (whether private or owned by Kingborough Council) entirely at their own risk and release Kingborough Council from all claims, demands and liability of any kind that may arise in respect of the use of Kingborough Council facilities, including any accident, damage or injury occurring to any person or property in or about the premises.

Use of Venue, Equipment and Property

3. It is the responsibility of the Hirer to ensure the venue is suitable for purpose for the intended activity/event prior to booking.
4. The Hirer should be aware there are limitations to the number of people permitted to be on the premises at any one time. The maximum number of people permitted in the venue is available from the Kingborough Council Website www.kingborough.tas.gov.au. It is the Hirers responsibility to ensure the limits are observed.
5. For casual/one off bookings, payment of hire fees is expected at the time of booking confirmation. For regular/ongoing bookings, Council may wish to invoice the hirer on a fortnightly or monthly basis as negotiated.
6. The Hirer is to ensure that any property (including equipment) brought onto the premises (whether personal or supplied through a third party) is safe to use as far as reasonably practicable and complies with current Australian safety standards.

7. Any property (including equipment) bought on to the premises by the Hirer must only be handled, assembled and/or dismantled by persons appropriately trained in safe handling and use of the relevant property and/or equipment and the Hirer bears all responsibility to ensure those persons are properly trained.
8. All property should be of a condition that removes any risk of damage to any floors/walls or other feature of the premises.
9. The Hirer shall not permit any of the following without prior approval from Council:
 - a) Fastening of nails, adhesive tape of any kind, tacks, staples or screws to any surface.
 - b) Attachment of signs, posters, or any advertising/promotional material outside the venue.
 - c) Any fastening or attachments tending to injure or deface the premises.The Hirer shall meet any expense associated with the removal or damage caused by unapproved signs, posters or attachments.
10. Kingborough Council Halls are alcohol free. Alcohol is not to be consumed on premises.
11. Smoking and the use of electronic cigarettes is prohibited in all Council venues and outdoor areas within 3 meters of any access point to the venue, within 10 metres of any air intake or ventilation equipment, within 10 metres for any children's play area and within 20 metres of an outdoor sporting arena.
12. Animals are not permitted on premises – Accredited Guide Dogs and Assistance Dogs are accepted.
13. Gambling activities of any kind are strictly prohibited unless an appropriate licence by a Government Authority has been obtained.
14. For multi-day bookings, any use that requires a permanent set up of equipment for the duration of their booking, which excludes other parties from hiring and using the venue, will be charged both full day and full night hire fees.
15. The venue is only to be occupied for the period specified in the Venue Hire Agreement. When submitting your Venue Hire Application (this form), ensure time for set up, pack down and cleaning are factored in. The hirer shall manage timing of their booking to ensure completion within their approved booking time.
16. Any use of a Venue which is in violation of any laws, shall be a violation of the Venue Hire Agreement and shall be grounds for immediate termination of the agreement between the Hirer and Kingborough Council. Any person(s) whose conduct is objectionable, disorderly, disruptive or in violation of any law, shall be refused entrance or shall be immediately ejected from the venue.
17. Alternative terms and conditions apply to booking the Kingborough Community Hub spaces. For Community Hub booking enquiries please call 6211 8200.

Insurance

18. Kingborough Council's Insurance policy covers non-commercial hirers and casual bookings made by individuals, less than 52 occasions per calendar year. It is a requirement that bookings made by groups/businesses/not for profit organisations etc. or regular/recurring hirers, must provide Kingborough Council a Certificate of Currency for Public Liability Insurance, which includes coverage for the following:
 - a) Third party Insurance, with a minimum of \$20,000,000 coverage for any claim against personal injury or damage to property
 - b) Workers Compensation Insurance covering all Employees, Contractors and Sub-Contractors of the user
 - c) Personal Accident cover in the respect of Volunteers.

Cleaning

19. It is the responsibility of the hirer to clean the venue to a satisfactory level prior to the end of their booking. All rubbish must be removed and disposed of correctly. Cleaning products are not supplied. If the venue is not satisfactorily cleaned and/or damages occur to the facility, the Hirer will be personally liable for all associated costs and will be invoiced accordingly.
20. Kingborough Council reserve the right to charge a Cleaning Bond. The Cleaning Bond may be forfeited by the hirer if the venue is not satisfactorily cleaned and/or damages occur to the facility. Where the agreed bond is insufficient to cover costs, the hirer will be personally liable for all additional costs.

Security

21. Kingborough Council reserve the right to charge a Key Deposit or a non-return fee. It is the hirer's responsibility to collect the venue key from the Civic Centre during business hours and remains the responsibility of the hirer until the key is returned. The Key Deposit may be forfeited by the Hirer or a non-return fee will be charged if the key is not returned within 2 business days of the event concluding. Should Council be called to gain access to the venue outside business hours, a call-out fee of \$120 will be incurred.
22. Lost, damaged or stolen keys must be reported to Council immediately. Council may replace all keys or locks in the event of keys being lost or stolen with the cost charged to the hirer. Broken or damaged keys are to be returned to Council before a replacement key will be issued.
23. The Hirer is responsible for switching off all electrical appliances that are not in use, turning off lights and heating/cooling appliances, closing windows and securely locking the premises before leaving.

Cancellations

24. Kingborough Council reserve the right to cancel/postpone bookings in the following circumstances:
 - a) If an event of significance is requested for the same date and time;
 - b) To undertake scheduled or emergency repairs or maintenance;
 - c) For such events as Federal, State or Council elections, a public meeting or other essential Council or Civic function ; or
 - d) If any unforeseeable natural event/disaster occurs that renders the premises unable to safely accommodate the booking.

Where possible an alternative date, time or venue will be offered. In the event cancellation is necessary, Council will endeavour to give as much notice as possible, however no liability will be accepted for any loss however occasioned.

25. Council reserves the right to cancel a Venue Hire Agreement due to non-payment of any hire charges.
26. Cancellations requested by the Hirer are required in writing, two weeks prior to the hire date. Council reserves the right to charge a cancellation fee in the following situations:
 - a) If notice is not given, a fee of 100% of the total hire cost will be applicable.
 - b) Cancellations provided in writing within 2-14 days of hire date will incur a cancellation fee of 50% of the total hire cost.
 - c) Cancellations provided in writing within 2 days of hire date will incur a cancellation fee of 100% of the total hire cost.

Safety

27. The Hirer must arrange for security services, police presence and traffic management processes for large scale events as deemed necessary by Council.
28. All breakages and damages must be reported to Council and entered into the Risk Identification Register as soon as possible (within 48 hours). Where fault is determined to lay with the Hirer, a charge will be applied for the repair(s).
29. It is the responsibility of the Hirer to familiarise itself and its servants, agents, contractors and invitees with the safety procedures and regulations governing Kingborough Council, its facilities and equipment.
30. The Hirer shall instruct its employees and all other persons under the Hirers control or responsibility of the building evacuation plan in the event of fire or other disaster and formulate a specific plan to evacuate any disabled person among them.
31. No portion of the entries, doorways, corridors, passageways or stairways shall be impeded by the Hirer, or used for any purpose other than that which they were designed.
32. Access to public utilities, fire hoses, vents, lighting fixtures and switches must not be covered or obstructed at any time.
33. First Aid equipment is not supplied on the Premises. The Hirer is wholly responsible for emergency management.

Indemnification

34. The Hirer agrees to indemnify and keep indemnified Kingborough Council, its servants and agents and each of them from and against all actions, costs, claims, charges, expenses, penalties, demands and damages whatsoever which may be bought or made or claimed against them, or any of them, in connection with the Hirer's performance or purported performance of its obligations under this agreement and be directly related to the negligent acts, errors or omission of the Hirer. The Hirer's liability to indemnify Kingborough Council shall be reduced proportionally to the extent that any act or omission of Kingborough Council contributed to the loss or liability.