

Bells Parade Reserve Hire - Terms and Conditions

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Wherever appearing in these terms and conditions, and where the context so admits the expression Council shall be deemed to include any officer of the Council acting with its authority expressly or implied.

The Council grants the hire of its facility subject to the following terms and conditions. The application form and these terms and conditions form the Agreement to hire.

1 Application

The right to use the facilities is subject to 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/or secretary of the club.

The Council has the right to refuse the hire of a facility in any case and, notwithstanding that permission to hire may have been granted or that these conditions may have been accepted and the fees paid. In this event, the Council will direct the return of any fees paid.

2 Limitations and Occupation

The hire of space is limited to the part(s) of the facility as identified, at the times, dates and only for the purposes allowed by this Agreement.

Hire is once off, unless a separate application is made and approved for any hire for occupation or use of the facility outside the times and dates as approved, or for a purpose not identified by this Agreement.

The Council may direct the hirer to clear space that has been used by the hirer outside this Agreement and this may include removal of goods and chattels of the hirer if considered necessary.

The Council reserves the right to cancel the hirer's use of a facility, or to redirect users to an alternate location in the event of:

- The facility being required for an extraordinary function or use;
- Conditions render the facility unsuitable for use; or
- If the insurance and indemnity requirements of this Agreement have not been completed, are inadequate or have lapsed.

The Council will not be liable for any loss or damage sustained by the hirer in the event it determines to close a facility to occupation and/or use and has no obligation to provide the hirer with an alternate location.

The right conferred on the hirer under this Agreement cannot be and must not be construed by the hirer as a tenancy.

The hirer cannot assign any right of occupation and use approved under this Agreement to any other person, organisation or body.

3 Suitability for Use

The Council will take all reasonable measures to ensure the facility is suitable for and remains safe and fit for the approved purpose of use by the hirer.

The hirer must satisfy themselves that the facility is safe and suitable in all respects for the approved purpose, a final decision on whether to proceed to use on EACH occasion is the responsibility of the hirer.

4 Commercial Catering

The hirer is to ensure all persons providing food at this event have a current food licence based on where food is prepared and cooked. If unsure, the hirer is to contact Council's Environmental Health Officer.

All food preparation and serving is only to occur in a licensed kitchen area unless approved by the General Manager.

5 Insurance

The hirer shall indemnify and hold harmless the Council against injury and property damage claims relating to the hire. A copy of the hirer's relevant certificate of currency (for insurance coverage when required) is to be forwarded to the Council.

The Council is responsible for the insurance of its facilities against the usual perils including fire and the hirer shall not do or neglect to do or permit to be done or left undone anything which will affect the Council's insurance policy or policies relating to fire or public risk in connection with the building and the user hereby further agrees to indemnify the Council to the extent that such policies are affected through any such act or omission.

The hirer is responsible for ensuring that all persons using the facility conduct themselves so as to ensure that the hirer is not permitting any breach of the conditions of the hire.

6 License and Permissions

The hirer will not permit or allow the following activities without providing evidence of licences granted, and obtaining written approval from Council:

- Gambling at which either directly or indirectly money is passed as a prize; or
- The sale of liquor.

The hirer will not permit or allow cigarettes or tobacco related products to be bought, sold, advertised or promoted in any manner within or from the facility.

The hirer is to comply with *Live Performance Award* and the *Copyright Act* for any dramatic, musical or other work performed or produced. The hirer indemnifies Council against any claim for breach of copyright during such hiring, and any costs incurred.

The hirer is to comply in every respect with the law including regulations under the *Food Act 2003*.

7 Bond

A bond will apply to the hire of the facilities in the Bells Parade Reserve.

If the facility is not vacated by the agreed time, the hirer shall forfeit the entire bond.

8 Cleanliness and Security

The hirer is responsible to leave the facility in clean, tidy and secure immediately after the conclusion of EACH use including:

- Remove all waste which has been generated by the function; and
- Ensure that the kitchen door at the BBQ Area is closed and securely locked before leaving, if this area was used. If keys are issued the hirer must strictly control custody and use of keys issued. (copies of keys are not to be made).

All costs associated with the removal of waste will be charged at cost to the hirer.

9 Electrical Equipment

All electrical equipment brought in for use at the facility must be in good condition and must have a current electrical test tag (AS 3760). Power outlets are 10amp and appliances/or combination of appliances must not exceed the rating of the outlet. It is

recommended that double adaptors/multi plug in power boards and heating appliances are not to be used.

Hirers are not to overload the electrical supply in the facility. Any costs associated with an electrical call out will be on charged to the hirer at cost and any bond may be called on to pay same.

10 Damage

Without the prior written approval of the Council the hirer must not:

- Make modification or improvement to any building, equipment, or any part of the facility;
- Alter, erect or remove any building, structure, equipment, or vegetation;
- Display, affix, paint or exhibit any notice, sign, advertisement, scenery, fittings or decorations of any kind on the building or attached or affixed to the walls, doors or any other portion of the building, fittings or furniture, without prior written consent. If written consent is given, all articles and property shall be removed by the hirer at the end of the function.

The floors, walls, any fittings or furniture shall not be broken, pierced by nails or screws, or in any other way damaged. For any damage, defect or fault noted on the facility the hirer must:

- Take immediate action to minimise any risk to the health or safety of any person or property in the facility and/or to prevent exposure to the risk, including terminating its use of all or part of the facility as required;
- Report it to the Council on the next working day immediately following the use;
- Accept full responsibility for abuse, damage, destruction or loss of Council property caused by the hirer, except for normal wear and tear.

The Council will not be liable for any loss or damage sustained by the hirer or any other person arising from a decision by the hirer not to use or to discontinue its use of all or part of the facility.

11 Patron and Public Behaviour

The hirer is responsible for the supervision of all people in the facility during the approved period/s of use and is to take appropriate measures for participant and crowd behaviour and control to ensure the safety and security of people and property within

and adjacent to the facility. No obscene or insulting language or disorderly behaviour or damage to property shall be permitted in the venue. Alcohol consumption is to be confined to the immediate area being hired, and is only permitted by persons over the age of 18 who are attending the function.

The hirer is to be responsible for full observance of these conditions and for the maintenance and preservation of good order throughout the whole duration of the period of use.

12 Materials and Equipment of the Hirer

The following remain the responsibility of the hirer and are not the responsibility of the Council:

- Personal belongings, money or private property brought onto the facility by any person;
- Equipment and materials owned, purchased or supplied by the hirer and brought into the facility. The hirer indemnifies the Council against claim for any article or thing being lost, damaged or stolen.

13 Inspections and Access by Council

The hirer must provide the Council and its officers and agents with reasonable access to the facility during the period of hire for examining the condition of the facility or for monitoring the compliance of requirements under this Agreement.

Where required by the Council staff and at their discretion they may personally inspect the facility to ensure compliance with these hire terms and conditions.

In the event of any dispute or difference arising as to the interpretation or compliance of this Agreement, the matter is to be referred to a person nominated by the General Manager, who may be the Manager of Infrastructure and Assets, and the decision of that person shall be final notwithstanding the right of each party for recourse to a process of judicial determination.

14 Gate Closure Times

The boom gate at the reserve car park is closed at the following times:

- 6:00 pm non-daylight savings times
- 9:00 pm during daylight savings

All vehicles must vacate the car park prior to closing time.

15 17 Special Terms and Conditions – COVID-19

The hirer is responsible to ensure physical distancing and hygiene management is undertaking in accordance with government requirements.

Please see www.coronavirus.tas.gov.au for the latest information.