

## **Booking Application Form**

## **York Cove Centre**

Name of Organisation	Please note this is the name which will appear on receipts and any refund cheque (if applicable).		
Applicant's Name			
Address			
Phone (work)	Phone (mobile)		
Email			
Name of Event / Function			
Purpose of Booking			
Anticipated Number of Attendees	Will you be serving/selling alcohol?  If serving or selling alcohol, extra permits will be required		
Do you require an inspection of the	available facilities prior to confirming your booking?		
FACILITIES REQUESTED  Hall	lease select from the options below  Card Room  Foyer  Kitchen		
EVENT DETAILS Start Date End Date Hire Start Time (includes set up time	OTHER REQUIREMENTS (where applicable please indicate number required)  Catering  Crockery  No:  Glassware  No:		
Main Event Start Time  Main Event End Time  Hire End Time (includes pack up time	Please note, hirer must provide own tea, coffee and milk.		



### Public Hall Hire Agreement

Please read and sign the public hall hire agreement below. Your signature will indicate that you have read and received a copy of the conditions of hall hire and public hall hire agreement.

#### Agreement

The applicant by his/her signature to this application undertakes to comply with the Conditions of Hire incorporating the Public Hall Hire Agreement, a copy of which shall be retained by the hirer upon receipt of the application form.

#### I acknowledge receipt of the conditions of hire and agree to the terms therein

- 1. Council reserves the right to change the hiring fees at any time. The hirer will be given one month's notice of such changes during the currency of the agreement.
- 2. All sales, exhibitions, markets, public meetings and any other activity deemed necessary will be required to hold and keep current during the period of hire a public liability Insurance policy in a form approved by the Council in the name of the Hirer providing coverage for a minimum sum of not less than \$5 million (\$5,000,000).
  - The Public Liability Policy shall cover such risks and be subject only to such conditions and exclusions as are approved by the Council and shall extend to cover the Council in respect to claims for personal injury or property damage arising out of the negligence of the Hirer.
  - This policy must be shown prior to the function. Failure to provide evidence of adequate coverage may result in the cancellation of the booking.
- 3. The Hirer agrees to indemnify the 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 brought or made or claimed against them, or any of them, arising from the Hirers performance or purported performance of its obligations under the Public Hall Hire Agreement and be directly related to the negligent acts, errors or omission of the Hirer.
  - The Hirers liability to indemnify the Council shall be reduced proportionally to the extent that any act or omission of the Council, its servants or agents, contributed to the loss or liability.
- 4. The hirer's signature to this application indicates his/her agreement (and that of the organisation he/she represents) to be jointly and severally liable for any damage sustained during the hours of hiring to the premises, facilities and surrounds whether inflicted by members, guests or uninvited persons.
- 5. Upon acceptance of this application the hirer undertakes to pay the relevant amounts applicable to the hire.
- 6. To confirm the booking the hirer is required to forward payment of the Security Bond (where applicable) together with this signed agreement. Upon collection of a key for entry to the premises the Hirer will be required to make full payment of booking fees and a refundable \$30 deposit for the key.
- 7. Should the hirer cancel the booking with less than seven (7) days notice, 50% of the bond may be retained. Where a bond has not been paid, Council reserves the right to invoice the hirer for up to the full booking fee that would have been applied had the cancellation not been made. Failure to pay within the specified time may result in refusal to accept future bookings for Council owned buildings and facilities.
- 8. Council retains the right to determine the cost of any damage and/or extra cleaning necessary over and above that normally expected following a meeting/function and to retain all or part of the damage deposit bond to meet such costs if necessary.
- Failure to comply with the requirements set out in this document will be regarded as a breach of the agreement giving Council the right to sue for recovery of any amount due in respect of such breach and/or to cancel any future bookings.
- 10. The Hirer agrees to comply with the Emergency Procedures as defined on attachment 1.

Signature of applicant:	Date:	

# TOWN COUNCIL

## **George Town Council**

## Conditions of Hall Hire York Cove Centre

#### **Advertising Functions**

The hirer or promoter shall not advertise any function within the municipality in a manner that contravenes Council's planning regulations.

No banners or signage is to be placed on the building without express permission being granted in advance.

#### Age

All hirers must be 18 years of age or over unless specific exemption is granted by the General Manager.

#### **Alcohol**

No spirits or other alcoholic liquor will be permitted in the Hall and its surrounds without prior consent and possession of appropriate liquor license and payment of the appropriate bond.

#### **Attendants**

The promoters of public functions are required to provide at least one adult attendant per 50 persons attending. The attendants must be capable of maintaining order at the function.

#### **Cancellation of Bookings**

All cancellation must be received at least seven days prior to the date of the booking made.

#### Cleaning/Removal of garbage

Removal of garbage is included in the hiring fee, provided garbage is left in the bins provided, or tied plastic bags ready for collection. No loose garbage or litter is to be left in the facility.

Floors should be swept and any spillages mopped up.

#### **Condition of the Facility**

The hirer must leave the building in a clean condition and all goods etc brought in by the hirer must be removed from the premises no later than the end of the booking.

All furniture and equipment must be returned to its original location and all crockery and cutlery must be thoroughly washed and dried.

The hirer will be responsible for the full cost of repair due to misuse of any Council equipment.

#### Conduct

The hirer is responsible for the conduct of each and every person in attendance at function / meeting and for the maintenance and preservation of goodwill generally. Should it become necessary for the hirer to leave the facility during the function / meeting he or she must nominate a responsible person to act on his or her behalf.

Children must be supervised at all times by a responsible adult.

Council will not permit or suffer anything to be done in the York Cove Centre, or its vicinity that is disorderly or offensive.

#### **Decorations**

The erection of streamers, flags, bunting or other decorations, or the erection or placing of structures in or on exterior of the York Cove Centre may only be carried out with the approval and under the supervision of the Council.

Candles or any open flames will not be permitted within the York Cove Centre.

The hirer must remove all decorations or structures. The hirer will be responsible for any costs associated with any damage to Council property caused by the placement or removal of decoration.

Please Note: If a hirer requires access to the Hall for the purpose of setting up the room, erecting decorations etc. additional hire time will be charged.

#### **Direction from Council Officers**

The hirer agrees to act in accordance with Council officers as directed.

Council reserves the right to require a Council Officer to be in attendance at functions.

#### **Electrical, Lighting and Sound Equipment**

There must be no connection of or interference with the electrical installation, lighting effects, sound system, spotlights or any other electrical property without the written permission of the General Manager. Spotlights must not be changed or moved.

#### Fees & Issuing of Keys

Where applicable, the relevant security bond must accompany the booking form when lodged with the Council.

Keys may be issued up to 24 hours in advance of the date for which the booking is held, at which time the Hirer will be required to pay the relevant hiring fee and a refundable key deposit of \$25.

Where bookings are cancelled within 7 days of the booked date, Council reserves the right to retain up to 50% of the bond or, where a bond has not been paid, may issue an invoice for up to the full amount of the fee that would have applied if the cancellation had not been made.

#### **Footpaths and Curtilage**

The hirer shall not use the road or footpaths adjacent to the Hall to carry out any activity either directly or indirectly associated with the hiring of the Centre, without the express written consent of the General Manager.

#### Insurance

All sales, exhibitions, markets, public meetings and any other activity deemed necessary will be required to hold and keep current during the period of hire a public liability Insurance policy in a form approved by the Council in the

# TOWN COUNCIL

### **George Town Council**

## Conditions of Hall Hire York Cove Centre

name of the Hirer providing coverage for a minimum sum of not less than \$5 million (\$5,000,000).

The Public Liability Policy shall cover such risks and be subject only to such conditions and exclusions as are approved by the Council and shall extend to cover the Council in respect to claims for personal injury or property damage arising out of the negligence of the Hirer.

This policy must be shown prior to the function. Failure to provide evidence of adequate coverage may result in the cancellation of the booking.

## Liability for personal injury and/or damage to property

The Hirer agrees to indemnify the 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 brought or made or claimed against them, or any of them, arising from the Hirers performance or purported performance of its obligations under the Public Hall Hire Agreement and be directly related to the negligent acts, errors or omission of the Hirer.

The Hirers liability to indemnify the Council shall be reduced proportionally to the extent that any act or omission of the Council, its servants or agents, contributed to the loss or liability.

#### **Loss or Damage**

The hirer is responsible for the cost of making good any damage caused to buildings, floor, furniture or fittings arising out of, and in the course of, the function or meeting. Reasonable wear and tear excepted.

Water marks or stain on carpets or other floor coverings will result in partial or complete loss of security bond.

The Council is not responsible for the loss or damage to any property belonging to either the hirer or any person attending the function or meeting.

Any damage caused to Council property will be restored by the Council and the cost of such repairs or replacements will be charged to the hirer. The Council retains the right to determine the cost of any damage or cleaning required and to retain this amount from the security bond. The security bond less any deduction shall be refunded to the hirer within twenty-eight (28) days. Where damage exceeds the amount of the security deposit, the hirer will be charged the balance.

#### **Refused or Cancelled Bookings**

Council expressly reserves the right to refuse to accept a Booking.

Council reserves the right to transfer any bookings if a facility is required for a public or Council function.

The Council will not be liable for any loss or damage in consequence of the exercising of this right. In these circumstances, Council may refund any portion of fees already paid if a refund is warranted.

#### Sales and exhibitions

- i. Spruiking is prohibited.
- ii. The placing of advertising signs on the Memorial Hall without permission is prohibited.
- iii. Fire exits are to be kept clear at all times.
- iv. Any damage to the facility or its fittings or equipment are to be paid for in full by the hirer.
- v. Amplified sound is not permitted outside the Hall without prior written consent from the Council.
- vi. Leaflet distribution is strictly prohibited unless authorised by the General Manager.

#### **Smoking**

Smoking is not permitted in any part of the Hillwood Memorial Hall complex and buildings.

#### Storage of items

No storage facilities can be provided (except where prior arrangements are already in place) and regular users are required to take all belongings with them after each booking. Council will not assume any responsibility for any such belongings left on the premises.

#### Volatile/inflammable materials

Bringing into the York Cove Centre or the use therein of volatile/inflammable material of any types is expressly prohibited. The use of Barbeques, candles or any other open flame object is prohibited.

#### Vacation of premises

The hirer will be responsible for ensuring that the Hall is vacated by the scheduled time. If the Hall is not vacated by the scheduled time, a surcharge may apply. The hirer will be responsible for the behaviour and the quiet departure of guests from the Hall.

The hirer will be responsible for securing the building upon vacation.



Conditions of Hall Hire York Cove Centre

#### **Public Halls Hire Agreement**

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  - The Public Liability Policy shall cover such risks and be subject only to such conditions and exclusions as are approved by the Council and shall extend to cover the Council in respect to claims for personal injury or property damage arising out of the negligence of the Hirer.
  - This policy must be shown prior to the function. Failure to provide evidence of adequate coverage may result in the cancellation of the booking.
- 3. The Hirer agrees to indemnify the 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 brought or made or claimed against them, or any of them, arising from the Hirers performance or purported performance of its obligations under the Public Hall Hire Agreement and be directly related to the negligent acts, errors or omission of the Hirer.
  - The Hirers liability to indemnify the Council shall be reduced proportionally to the extent that any act or omission of the Council, its servants or agents, contributed to the loss or liability.
- 4. The hirer's signature to this application indicates his/her agreement (and that of the organisation he/she represents) to be jointly and severally liable for any damage sustained during the hours of hiring to the premises, facilities and surrounds whether inflicted by members, guests or uninvited persons.
- 5. Upon acceptance of this application the hirer undertakes to pay the relevant amounts applicable to the hire.
- 6. To confirm the booking the hirer is required to forward payment of the Security Bond (where applicable) together with this signed agreement. Upon collection of a key for entry to the premises the Hirer will be required to make full payment for booking fees and a refundable \$10 deposit for the key.
- 7. Should the hirer cancel the booking with less than seven (7) days notice, 50% of the bond may be retained. Where a bond has not been paid, Council reserves the right to invoice the hirer for up to the full booking fee that would have been applied had the cancellation not been made. Failure to pay within the time specified may result in refusal to accept future bookings for Council owned buildings and facilities.
- 8. Council retains the right to determine the cost of any damage and/or extra cleaning necessary over and above that normally expected following a meeting/function and to retain all or part of the damage deposit bond to meet such costs if necessary.
- 9. Failure to comply with the requirements set out in this document will be regarded as a breach of the agreement giving Council the right to sue for recovery of any amount due in respect of such breach and/or to cancel any future bookings.



# Conditions of Hall Hire York Cove Centre

#### **Emergency Procedures**

Attachment 1

Evacuation planning requirements place an obligation on the building owner to ensure that the principal hirer is made aware of their responsibilities in the event of an emergency. They must on each occasion name a competent Chief Warden.

#### **Principal Hirer Obligations**

The Chief Warden will appoint one or more competent people as Wardens from their group to assist during an evacuation. The number of Wardens appointed will depend on the number of people in attendance at each event and their individual or group needs.

The Chief Warden shall brief all Wardens on their roles and responsibilities.

Wardens shall familiarise themselves with:

- The layout of the building/s and the location of all emergency exits;
- The location of their closest exist and assembly area;
- Method of raising the alarm (whistle, horn, bell etc).

In the event of smoke alarms activating or other notification of a fire being given, the nominated Wardens shall take the following actions:

## Chief Warden Responsibilities (White arm band, Hat or Tabard)

- Ascertain the nature of the emergency and determine the appropriate action.
- If necessary, initiate evacuation.
- Ensure all persons are notified of the emergency (using the agreed method).
- Ensure that the Tasmanian Fire Service is notified –
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- Ensure that the Wardens are notified of the situation.
- Ensure that the building has been totally evacuated.
- Ensure exists are secured to prevent re-entry to the affected area.
- Brief the emergency services personnel upon arrival.

#### Wardens Responsibilities (Yellow Arm Band, Hat or Tabard)

- Commence evacuation, if the circumstances warrant
- Ensure that all persons have been notified.
- Search all areas to ensure all persons have been evacuated
- Communicate with the Chief Warden and act on his/her instructions.
- Assist any mobility-impaired person.
- Ensure the orderly flow of persons to the assembly areas.
- Secure exits to prevent re-entry to the affected area.