**HIRE DETAILS**

|  |  |
| --- | --- |
| **VENUE / FACILITY NAME** | . |
| **TOWN**  | . |
| **CONTACT PERSON** | . |
| **CLUB / ORGANISATION** | . |
| **TELEPHONE** | . |
| **EMAIL** | . |
| **ADDRESS** | . |
| **HIRE DATE** | [ ] Single event / booking date |
| Click or tap to enter a date. | **FROM (TIME)** | . | **TO (TIME)** | . |
| [ ] Multiple events / booking dates (e.g. regular customer, requires venues throughout year) . |

**PURPOSE OF HIRE AND ACTIVITIES**

|  |  |
| --- | --- |
| **TYPE OF FUNCTION EG. WEDDING** | . |
| **NUMBER OF PEOPLE ATTENDING** Place of Assembly licence may be required | . |
| **TEMPORARY STRUCTURE EG. MARQUEE**  | [ ]  **NO** [ ]  **YES** (permit may be required) |
| **ACCESS TO OUTSIDE POWER REQUIRED**  | [ ]  **NO** [ ]  **YES** (fees apply for outside power) |
| **SALE OF ALCOHOL**  | [ ]  **NO** [ ]  **YES** (permit required) |
| **SALE OF FOOD**  | [ ]  **NO** [ ]  **YES** (permit may be required) |
| **PUBLIC EVENT**  | [ ]  **NO** [ ]  **YES** (other documents may be required) |

**INSURANCE**

You must take out and keep current during the period of hire, a public liability insurance policy, in a form approved by Council, insuring for a sum not less than Twenty (20) Million Dollars 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**

You may access public liability insurance under Council’s blanket policy for a fee in addition to the hire fee. You will bear the first $250 of each and every claim or series of claims arising out of any occurrence relating to the hire arrangement.

**Council’s blanket policy DOES NOT cover:**

* Sporting events
* Contractors / Subcontractors
* Persons working for hire
* Markets / Fairs
* Special Events (eg dance, show, festival)
* Professional persons who generate income from event

**A copy of Council’s policy document or Certificate of Currency for insurance can be provided on request**

|  |  |
| --- | --- |
| **INSURANCE** | **PLEASE CIRCLE** |
| Own policy **(certificate of currency must be attached)** | [ ]  **NO** [ ]  **YES** |
| Meeting only | [ ]  **NO** [ ]  **YES - $5** |
| Council policy where alcohol **IS NOT** to be sold or consumed | [ ]  **NO** [ ]  **YES - $15** |
| Council policy where alcohol **IS** to be sold or consumed | [ ]  **NO** [ ]  **YES - $50** |

**PUBLIC EVENTS REQUIREMENTS**

If this venue is being hired for a public event or market, please liaise with Council’s Tourism and Events Officer for information on specific compliance requirements and a copy of Council’s Event Management Guide: 6397 7303, council@nmc.tas.gov.au

**COVID-19 BEST PRACTICE**

Event organisers are encouraged to understand and implement **Public Health Guidance Covid-19 Safety at Events** measures and make the health and safety of staff, volunteers, and patrons the priority.

<https://www.business.tas.gov.au/coronavirus_information/event_framework>

**TERMS AND CONDITIONS OF HIRE**

1. Council reserves the right not to accept the hire application or to cancel the booking at any time.
2. The hirer acknowledges if hiring an outdoor venue (e.g. reserve) there is **non-exclusive** access to the space. For indoor venues, the hirer will have exclusive use to the portion of the venue hired (e.g. meeting room). Consideration must be shown at all times to all other users and adjacent residents.
3. Activities must not obstruct or exclude use to others of any equipment, structures or pathways.
4. A police officer or authorised Council Officer shall have access to the space at any time and the hirer shall confirm to and obey all reasonable directions given by the authorised person in regard to the use of the space.
5. Neither the Council nor its employees shall be liable for any loss or damage sustained by the hirer or any person, firm or corporation entrusting to or supplying any article or thing to the hirer by reason of any such article or thing being lost, damaged or stolen. The hirer hereby indemnifies Council against any claim by any such person, form or corporation in respect of such article or thing.
6. Motor vehicles may not be driven onto the confines of the reserve or council grounds (excluding carparks) without prior permission from Council. All vehicles are to be driven and parked so that no damage is caused to the reserve or the detriment of the public.
7. A motor vehicle driven or parked on the confines of the reserve/council ground or carpark is entirely at the owners risk and no responsibility is accepted by the Council for any theft or damage.
8. The hirer shall not write on, decorate, placard, cut damage or pierce with nails screws or any other contrivances to structures or any trees within the reserve without permission from an authorised Council Officer.
9. The hirer shall be responsible for all damage caused to the council structures, equipment or land arising out of, or in relation to the hiring engagement, unless in circumstances where Council has been negligent, during the period of hire and will be required to pay the costs of all repairs.
10. The hirer is responsible for placing all rubbish and litter resulting from its activities in bins provided. Larger items and excessive amounts of rubbish are the hirers responsibility to dispose of by alternative means.
11. For reserves, the hirer shall not bring into, be found in possession of, sell or consume alcohol in the reserve without the necessary liquor permit and Council approval.
12. For reserves, use of the reserve between the hours of 9pm and 7am is not permitted unless authorised in writing by Council.
13. The hirer shall enforce the following requirements within hired spaces:
* No excessive loud noise or rowdiness is permitted
* Conduct likely to cause damage is not permitted
* There shall be no interference with equipment not belonging to the hirer and not forming part of the hire agreement.
1. All equipment is to be left as found and the area is to be left in a clean and tidy condition. Any cost incurred by Council in cleaning the site resulting from the condition in which the hirer left the area shall be recoverable from the hirer.
2. The hirer shall conform to the requirements of the *Local Government Act* 1993, *Public Health Act* 1997 and any other applicable Act, Regulation or By-law.
3. No game of chance, at which either directly or indirectly, money is passed as a prize shall take place in any part of the reserve except with required permits and where authorised in writing by Council.
4. For use of reserves, the hirer shall have in place an adequate Emergency Management Plan with a safe evacuation route and place of assembly identified. In the event of an emergency, the hirer shall initiate first response which will include calling relevant emergency services and evacuation of participants to a safe area, before notifying Council.
5. The hirer agrees to indemnify, and keep indemnified, and to hold harmless, the Council, its employees and agents, and each of them from and against all actions, costs, charges, expenses and damages whatsoever which may be brought, or made, or claimed against them, or any of them, arising out of, or in relation to the hiring engagement, unless in circumstances where Council has been negligent.
6. You must pay the required hire fees and bond (if applicable) together with the signed section of this hire agreement to the Council before the date of the function / event (unless alternative arrangements have been made). Failure to do so will result in access to the facility being denied to you.
7. This hire agreement can only be signed by a person of at least 18 years of age.
8. If you commit, permit or allow any breach or default in the performance and observance of any of these conditions, the Council may terminate the permission to use the reserve and you are to immediately vacate the reserve.

**CHECKLIST AND DECLARATION**

[ ]  Certificate of Currency of insurance (if using own insurance)

[ ]  Liquor permit (if applicable)

[ ]  Food permit (if applicable)

[ ]  Place of Assembly permit (if applicable)

[ ]  Temporary Structure permit (if applicable)

[ ]  Covid-19: Agree to adhere to Best Practice guidelines

I acknowledge having read and accepted the conditions of this hire agreement and undertake to be bound by and comply with these conditions in every respect. I further undertake to be responsible for ensuring that all individuals or groups using the reserve in association with this hire agreement shall comply with the conditions.

|  |  |
| --- | --- |
| **FULL NAME** | .  |
| **SIGNATURE** | . |
| **DATE** | Click or tap to enter a date. |

**Please return your completed Hire Agreement and supporting documentation to:**

Northern Midlands Council
PO Box 156
Longford TAS 7301

Email: council@nmc.tas.gov.au

**If you have any questions regarding this form, please telephone 6397 7303.**