

## MATHERS HOUSE / CRITERION HOUSE

### 1.1 Conditions of Hire

The following information is provided in the interests of potential hirers of Mathers House and/or Criterion House.

The Hobart City Council grants the hire of Mathers House or Criterion House subject to the following conditions:

#### 1. APPLICATION

Hirers shall complete an application for hire on the required form. If the proposed hirer is a Club the application must include the personal undertaking by the President and Secretary of the Club. Refer Clause 20 for applicants under 18 years of age.

#### 2. SECURITY BOND

The hirer shall pay a security bond of \$180 (\$600 where hire is for parties or \$5,000 for 18th or 21st birthday parties) to the Centre Coordinator at least one (1) week in advance. The security bond will be refunded provided that all conditions of hire are met. The bond will be security against damage to the building and any contents or any additional cleaning that may be required as a result of the hire. The hirer shall be liable to pay any further amount in excess of the bond to meet the full cost of any damage or cleaning.

#### 3. HIRE FEES

Hire fees shall be paid to the Coordinator on completion of hire. A receipt for the amount received shall be issued together with the Council's ABN number.

#### 4. MINIMUM BOOKING TIME

The minimum booking time for the hire of the Facility is four (4) hours for casual hire.

#### 5. CANCELLATION OF BOOKING

The hirer may cancel a booking by giving seven (7) days notice prior to the date of hire otherwise a cancellation fee equivalent to 25% of the hire fee shall apply. Any cancellation within 24 hours prior to the date of hire shall result in a cancellation fee equivalent to 50% of the hire fee.



## **6. REFUSAL TO GRANT HIRE**

It shall be at the discretion of the Centre Coordinator to refuse to grant the hire of any part of the Facility. This includes where permission has previously been granted and deposit and fees paid. In such circumstances, all monies shall be refunded.

The hirer hereby agrees in such case to accept the same and shall be held to have consented to such cancellation and have no claim at law or in equity for any loss or damage in consequence thereof.

## **7. INSURANCE**

Council has a casual hirer's public liability insurance policy. The policy will protect hirers (casual or regular) who do not have the capacity to take out their own public liability insurance cover.

However, if your organisation does have public liability insurance cover, Council's policy does not apply and Council requires you to produce a copy of your policy, which should be to a minimum level of \$5 million prior to hiring the facility.

If you have any queries on how the insurance operates, contact the Council's Legal Service Officer prior to hiring.

## **8. ACTS AND REGULATIONS**

The hirer shall comply with all relevant Acts and Regulations, including Public Health Act, Local Government Act and Hobart City Council By-Laws, and shall be liable for any breaches.

## **9. OCCUPANCY**

The hirer shall only occupy the area within the Facility as agreed. All other areas within the Facility are out of bounds to the hirer and their guests / members / course participants. The hirer shall be liable for any breach and/or damages.

## **10. ASSIGNMENT / TRANSFER**

Hirers who are granted permission to use the Facility shall not assign / transfer the right of use to any other person, organisation or body.

## **11. ADULT SUPERVISION**

Hirers under the age of 18 years must have the application form referred to in Clause 1 completed by an adult who will be supervising the function. The person completing the application form and whose signature appears on the same is subject to these terms and conditions.

## **12. MAXIMUM NUMBERS OF PERSONS**

The Facility is licensed for a maximum of 100 people on each level of the facility. This means that hirers are not permitted to exceed this maximum.



### **13. SECURITY**

Hirers shall ensure that approved security services are provided to prevent uninvited persons entering the Facility or to reasonably restrain unruly persons. In the event of potential breaches of security the Police will be summoned.

### **14. THEFT**

The Council (including any of its officers) shall not be liable for any loss, damage or theft sustained by the hirer. This includes any person/s, firm or organisation entrusted to or supplying any article or thing to the hirer. The hirer hereby indemnifies the Council against any claim by such person/s, firm or corporation in respect of any loss or damage.

### **15. GOOD ORDER**

The hirer shall be responsible for the full observance of these conditions and for the maintenance and preservation of good order in the Facility for the duration of the hire period.

No breach to the Police Offences Act, which includes spitting, obscene or insulting language or disorderly behaviour or damage to property shall be permitted in any part of the Facility. Refer Clause 2.

### **16. CLEANLINESS**

The hirer is responsible for leaving the premises in a clean and tidy state, and shall immediately remove all rubbish, refuse and waste matter. Any cost incurred by Council in cleaning the premises resulting from the condition in which the hirer left the premises, shall be at the expense of the hirer.

### **17. DECORATIONS**

The hirer shall remove all decorations immediately after the period of use. This includes tape and fixatives that may be used to attach decorations etc. If during the removal of such items any damage is caused to walls or other property, the hirer will be liable for the cost of such repairs.

### **18. SMOKING**

Smoking is not permitted in any part of the Facility.

### **19. GAMBLING / LIQUOR**

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 without the appropriate permits being produced to the Centre Coordinator.

The sale of liquor on the premises is not permitted unless the hirer obtains a permit from the Liquor Licensing Commission. The permit must be made available to the Centre Co-ordinator.



## **20. PERFORMING RIGHTS**

The hirer shall not reproduce any performances that are subject to copyright or performance rights. The hirer agrees to indemnify the Hobart City Council against any claim for breach of copyright or any other action.

## **21. DISPUTES**

In the event of difference arising as to the interpretation of these conditions, the matter shall be referred to the Council's Director Executive Management for resolution. The Director Executive Management's determination shall be final and conclusive.

## **22. EMERGENCY PROCEDURES**

The person making application for hire will be the nominated person responsible for the evacuation of all persons from the building in the event of emergency. In the event of an emergency the responsible person will inform the appropriate emergency service and carry out all instructions that may be given by emergency services personnel.