

Policy

Title: City Venues Policy

Category: Community Services and Events

Date Last Adopted: 11 August 2025

1. Objectives

- 1.1. This policy establishes the City of Hobart's approach to offering venues for hire and assessing applications to use venues owned or managed by the City of Hobart (the City).
- 1.2. The objectives of this policy are to:
 - 1.2.1. Encourage community use of the City's venues for a diverse range of suitable activities;
 - 1.2.2. Acknowledge that several of the City's venues are primarily for use by the City for civic, ceremonial and administrative purposes;
 - 1.2.3. Establish principles for the setting of fees and charges;
 - 1.2.4. Ensure that the City and the public comply with all applicable laws.

2. Background

- 2.1. The City needs to balance the rights of venue hirers with its obligations to staff and the broader public. Venues are provided for the purpose supporting various activities that provide a public benefit;
- 2.2. This Policy applies to the City's venues, which are available for hire;
- 2.3. The City's venues are multi-use facilities, catering for a wide range of private, public and civic activities, which include but are not limited to; public and community meetings, conferences, wedding ceremonies and receptions, theatre performances, concerts, corporate and cocktail functions, training events, sporting events and celebrations;
- 2.4. In addition to numerous buildings, the City also owns and manages a vast amount of public spaces. Members of the public are able to book use of



some public spaces and a permit may be issued under the City's *Public Spaces By-law 2018* allowing them to do so, on certain conditions.

3. Policy

Application

- 3.1. Hiring parties that wish to book the use of one of the City's venues must apply to do so. Where possible, the Council's Venue Booking Form should be completed;
- 3.2. Each application must be supported with sufficient information to enable assessment of the request;
- 3.3. Access to the City's venues and public space is managed in accordance with relevant legislation, including the *Anti-Discrimination Act 1998*, *Emergency Management Act 2006*, *Public Health Act 1997* and *Personal Information Protection Act 2004*;
- 3.4. On some occasions the City may need to consult with Tasmania Police. before issuing any permit for the use of Council land, buildings or road closures;
- 3.5. Hiring parties are encouraged to not promote the City's venue as a location of their booking until booking confirmation or permit has been issued by the City.

Availability

- 3.6. Availability may be limited as advance bookings are already in place, including for City of Hobart initiated programs and activities;
- 3.7. Bookings are managed on a 'first come, first served' basis;
- 3.8. The City reserves the right to manage availability to support fair access to the City's venues by a range of users;
- 3.9. The City's venues cannot be booked for the indefinite and exclusive use of one party.

Risk assessment of potential applications

- 3.10. An initial assessment of an application for hire will be based on availability of the requested venue;
- 3.11. If the requested venue is available, an assessment will be undertaken on each application for hire to determine whether the venue requested is suitable for the use being applied for;



- 3.12. Assessment of an application for suitability will be made that considers how suitable the venue requested is for the proposed use, with a focus on logistical considerations, such as:
- 3.12.1. access, transport and parking requirements;
 - 3.12.2. equipment and technology needs;
 - 3.12.3. noise, public order and other disruption impacts;
 - 3.12.4. budget restraints;
 - 3.12.5. safety and security matters; and
 - 3.12.6. staffing needs.
- 3.13. Assessment of an application for suitability may also be undertaken to identify any potential risks related to the proposed use. This includes potential risks to property and potential risks associated with non-compliance with legislation, including but not limited to, the *Anti-Discrimination Act 1998*, *Work Health and Safety Act 2012*, *Emergency Management Act 2006* and *Public Health Act 1997*;
- 3.14. If potential risks are identified, the hiring party must be provided with an opportunity to provide feedback on the likelihood and impact of those risks and what strategies that could be implemented to appropriately mitigate the risks for the purpose of allowing the booking to proceed;
- 3.15. If an application is proposed to be refused on the basis that the proposed use presents an unacceptable risk that cannot be effectively mitigated, the City's Chief Executive Officer must approve this assessment before the hiring party is notified of the outcome of their booking application;
- 3.16. The City reserves the right to refuse applications for hire where the use is deemed unsuitable for the venue and/or where risks cannot be mitigated effectively. In the event that a booking is refused under 3.15 the City must provide a statement of reasons for refusal to the applicant, which are to be provided within 14 days of determining the risk-assessment;
- 3.17. Notwithstanding the above risk assessment process, the City does not accept any responsibility or liability for the use if a booking confirmation or permit is issued. All responsibility and liability remain with the party holding the booking, except to the extent required by law;
- 3.18. A perceived inconsistency between a policy position of the City and the nature of the proposed booking is not in itself a valid reason for the refusal of the booking, noting that the requirements of *Anti-Discrimination Act (Tas)*



1998 prevail over any internal City Policy, or informal policy position, as does the *Work Health & Safety Act (Tas) 2012*.

Communication

3.19. The City may communicate with third parties in relation to a proposed or actual booking for hire with third parties that have a legitimate interest in the use, such as:

3.19.1. Tasmania Police;

3.19.2. equipment and technology providers;

3.19.3. catering, security and other service providers.

Conditions of use

3.20. The CEO may specify any reasonable terms or conditions of use in a booking confirmation or permit. Any such terms and conditions must be complied with.;

3.21. Depending on the scale and nature of the proposed use, it may be a condition of a booking confirmation or permit that a bond is paid prior to the use. If the bond is not paid the booking or permit may be cancelled. A bond will only be returned if the City is satisfied that there is no damage to the venue as a consequence of the booking. If there is damage then all reasonable costs may be deducted from the bond, with any balance refunded. Bonds paid that are eligible for refund will be refunded within 14 calendar days of the booking ending.;

3.22. Any damage to a City venue, including any in-ground infrastructure, must be rectified to the satisfaction of the CEO within 24 hours of the end of the booking. Alternatively, the reasonable costs of rectification must be paid to the City within seven days of a demand to do so;

3.23. Hiring parties are must not, as far as practical, include the use of single-use plastics, including pallet wraps, balloons, promotional paraphernalia, plastic bunting and flags and microplastic products such as glitter in their activity;

3.24. City venues are only to be used for the purpose described in the application to use a venue;

3.25. Hiring parties must ensure their activities are conducted in a lawful manner consistent with this Policy;

3.26. Public Liability Insurance is compulsory for all bookings. City venues cannot be hired without public liability insurance. A copy of the Certificate of Currency to the amount of Twenty (20) Million dollars must be provided to



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the Council as part of the application process. The Certificate must be current for the dates of use.

Fees

- 3.27. Fees and charges are approved by the Council as part of the annual budget. The fees and charges are reviewed and published annually.
- 3.28. In setting fees for the use of the City's venues, the Council will set a community rate and a non-community rate, and may set a major events rate.
- 3.29. The **community rate** is intended to support community groups in hiring the City's venues for events that offer broad community benefit. Community benefit is any event that creates positive social or community outcomes and builds positive relationships in the community.
- 3.30. The eligibility criteria for receiving the community rate are:
 - 3.30.1. The event must be open to the public.
 - 3.30.2. The event must offer a benefit to the wider community.
 - 3.30.3. The event should be free or at the least low cost to enable the wider community to attend.
 - 3.30.4. The event cannot be invitation only to specific individuals or a class of individuals;
 - 3.30.5. The event is run by volunteers or is a registered not-for-profit organisation, charities or social enterprises.
 - 3.30.6. Otherwise, as approved by the CEO or delegate.
- 3.31. The **non-community rate** applies to the following types of use:
 - 3.31.1. Private functions, including weddings;
 - 3.31.2. Trade fairs;
 - 3.31.3. Product launches;
 - 3.31.4. Meetings of registered political groups/parties or politicians;
 - 3.31.5. Conferences and Conventions;
 - 3.31.6. Income generating activities for personal or corporate profit.
- 3.32. The **major events rate** applies to events which attract 1,000 or more participants.



- 3.33. The City will ensure that it complies with any obligations under the National Competition Policy (NCP) in setting their fees;
- 3.34. In addition to the published fees and charges, the cost of any additional steps carried out by the City in relation to a booking, must be paid prior to the booking. The City is not obliged to provide any particular services or support as part of approving an application, such as the provision of outdoor seating;
- 3.35. Any booking cancelled within 14 days may be entitled to a refund in accordance with the City's fees and charges.

4. Legislation and References

Legislation

- *Anti-Discrimination Act 1998*
- *Building Act 2016 and Building Regulations 2016*
- *Emergency Management Act 2006*
- *Food Act 2003*
- *Liquor Licensing Act 1990*
- *Local Government Act 1993*
- *Local Government (Building and Miscellaneous Provisions) Act 1993*
- *National Competition Policy*
- *Police Offences Act 1935*
- *Public Health Act 1997*
- *Public Spaces By-law 2018*
- *Work Health and Safety Act 2012*

5. Definitions

Term	Meaning
Booking confirmation	A booking confirmation is issued by the City which confirms the agreement by the City to a proposed booking and specifies the terms and conditions which are applicable to one of the City's indoor venues.
CEO	Use of the term CEO is a reference to the City's Chief Executive Officer or an officer who is assisting with or delegated to assess an application under this Policy.
Hiring Party	A hiring party is the person(s) or organisation seeking to make a booking of a Council booking or the person(s) or organisation that has a booking confirmation.
Permit	A permit means a permit issued by the City allowing a member of the public the right to use some public space, pursuant to the <i>Public Spaces By-law 2018</i> , subject to any conditions which are appropriate.
Proposed use	The proposed use is the nature of the activities proposed to be carried out as specified in the application submitted to the City for use of a venue.
Public space	Public space , in the context of this policy, is land that is owned or managed by the City of Hobart and open or accessible to the public. This includes parks, bushland reserves, exterior or public-facing interior of Council buildings, median strips, footpaths, malls, public squares and laneways.
Venue	A venue is any Council venue open to hire from the public excluding third party run venues, and includes any hall, facility, room, building or public space which is or may be available for hire or booking. This includes, but is not limited to: • City Hall • Town Hall Ball Room • Town Hall underground • Elizabeth Street Conference room • Mawson's Waterside Pavilion • Mawson's Concourse • Mathers House – Main Hall and Multi-purpose room • Criterion House – Nell Pascoe room



- Mornington Skill Centre

It does not include the City's sportsgrounds or the Doone Kennedy Hobart Aquatic Centre, which have separate and specific arrangements for booking of these facilities.

It does not include venues which are being managed by third parties.

Responsible Officer:	Manager Legal and Corporate Governance
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