

kunanyi/Mount Wellington observation shelter booking application



City of HOBART

When to use this form

Use this form if you would like to make a booking at the observation shelter located on kunanyi/Mount Wellington.

Before you submit your application you are required to read the Mount Wellington observation shelter hire use [guidelines](https://www.hobartcity.com.au/Council/About-Council/Council-policies) <https://www.hobartcity.com.au/Council/About-Council/Council-policies> which can be found under the recreation, parks, bushland and reserves section on the City's website.

All bookings are subject to approval and confirmation. Please note that other conditions in addition to those outlined on this application may apply depending on the nature of your event.

It is important to note that the use of this facility for private events or purposes is not permitted.

Applicant details

Contact person first name Required

Contact person last name Required

Organisation or business name

Email address Required

Telephone number Required

Street address Required

Postal address (if different to above)

Preferred contact method (Select 1 option) Required

- email
- telephone
- Australia Post

Booking details

Please note that event times must be outside of normal public opening hours which are 8 am to 8 pm (DST) and 8 am to 4:30 pm at all other times.

Type of event or activity being held (please provide full details) Required

Approximate number of people attending Required

Does your event have a public benefit that promotes an educational, cultural, artistic, heritage, aboriginal, tourism or economic outcome? (Select 1 option) Required

- yes
- no

If yes, please provide details

Date of event Required

D	D	M	M	Y	Y	Y	Y
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Day of event Required

Start time (please include time needed for setup) Required

Finish time (please include time needed for pack down) Required

Event questions

1. Is your event open to the public? (Select 1 option) Required

- yes
- no

Please note that the use of this facility for private events or purposes is not permitted.

2. Will you be serving or selling food or drinks? (alcohol is not permitted) (Select 1 option) Required

- yes
- no

If yes, you may be required to obtain a permit.

Further information and an application form can be found on the City of Hobart's [website https://www.hobartcity.com.au/Business/Food-businesses/Food-stalls-markets-and-fairs](https://www.hobartcity.com.au/Business/Food-businesses/Food-stalls-markets-and-fairs).

For assistance please contact the City of Hobart's Environmental Health unit on 6238 2715.

3. Will you be selling goods? (Select 1 option) Required

- yes
- no

If yes, please provide a description of the goods

4. Will a public address system or any other amplified equipment be used? (Select 1 option) Required

- yes
- no

If yes, please provide a description of the equipment and the purpose of its use

Please note there is no power in the shelter so any systems will need to run on batteries or a generator. Please refer to the conditions applicable to noise in the conditions of hire.

Conditions of hire

GENERAL

- The kunanyi/Mount Wellington Observation Shelter is not available to be hired during its normal public opening hours. The hire of the facility outside the hours available to the general public may be permitted within the guidelines set out in the Mount Wellington Observation Shelter – Hire Use Guidelines Policy at the discretion of the General Manager, or his delegate.
- The hire of the facility for private use or purposes is not permitted.
- Tentative bookings may be accepted, and will be held for a period of 14 days. The hirer is responsible for contacting the City if an extension to this period is required, otherwise the booking will be cancelled.
- All bookings are subject to approval and the City reserves the right to refuse bookings.
- All bookings are subject to cancellation by the City, if in their opinion the venue is unfit for use.
- Bookings are subject to cancellation in the event that extreme weather (fire, snow, ice or wind) results in the closure of Pinnacle Road. City of Hobart will bear no costs associated with such a cancellation.
- Bookings are not approved until the hirer has received the confirmation letter. Hirers may be required to present the confirmation letter at the venue.
- Additional special conditions may apply to any approval. These special conditions will be supplied in the confirmation letter.
- Hiring of the venue is subject to all relevant By-Laws of the City of Hobart and/or any other governing legislation.
- All directions issued by authorised City Officers or members of Tasmania Police are to be followed at all times.
- Any authorised Officer of the City shall at all times be entitled to free access to the facility on official City business.
- Emergency access is to be maintained at the venue at all times.

INDEMNITY

- If a booking is approved by the Council as requested by this application then the applicant is responsible for and indemnifies and will keep Council and each of Council's officers, employees, agents and contractors (Indemnified Persons) indemnified in respect of any claim, demand, action, damage, loss, liability, cost, charge, expense, outgoing or payment which Council or any of the Indemnified Persons pay, suffer, incur or are liable for as a consequence of or arising directly or indirectly from any or all of the following: (i) any breach or failure to comply with the conditions of the booking by the applicant and/or the applicant's employees, agents, contractors or invitees; (ii) any unlawful, wilful or negligent act or omission of the applicant and/or the applicant's employees, contractors, agents or invitees; (iii) any event, circumstance, matter or thing being at any time found to be other than as warranted or represented by the applicant, whether in the application, the booking or otherwise.
- By making this application, the applicant is offering to be bound by this indemnity and this may be relied upon by the Council as a binding agreement if a booking is approved.
- This agreement to indemnify does not merge on the expiry or cancellation of the booking, and the applicant will remain bound by the indemnity after the booking has expired or has been cancelled.
- The hirer is responsible for the work health and safety of any and all contractors and subcontractors they may engage on site as part of the event.

CONSUMPTION AND SERVING OF ALCOHOL

- Alcohol consumption is not permitted in the kunanyi/Mount Wellington Observation Shelter.

USE OF THE VENUE

- All City buildings are non-smoking venues. Any breach of this condition will jeopardise future usage.
- All fixtures or other items brought into the venue are to be removed immediately after completion of the event.
- Any electrical equipment must be tagged and tested by a qualified electrician prior to use. Costs associated with callouts or repairs as a result of this condition not being adhered to will be invoiced to the hirer.
- No confetti, rice, streamers or similar materials are permitted in the venue and are not to be thrown.
- Any signs or banners must have prior approval from the City, including their location at the venue.
- Hirers must ensure that all litter and waste generated by the function is removed from the venue and taken from the summit at the conclusion of the function. The venue is to be cleaned by the hirer. A charge will be raised for any cleaning or waste removal, either requested or required, undertaken by the City.
- The City will undertake inspections to ensure a venue has been left clean and tidy. An additional charge will be incurred by the hirer if Council undertakes additional cleaning or waste removal as a result of non-compliance.
- The hirer will be responsible for any damage to any City property, whether caused by the hirer or any other person or persons associated with the function. Should this occur, the City may withhold the bond and raise an invoice for any additional costs.
- Dogs are prohibited from kunanyi/Mount Wellington. Service Dogs are permitted.
- Noise is to be controlled by the hirer so that the noise level does not disturb the general public and complies with the *Environmental Management & Pollution Control Act 1994* and the Noise Regulations 2004. Separate approval will be required for the use of amplifiers, and all amplified music must cease by 10.00pm.

KEYS AND SECURITY

- Keys for the shelter may be obtained from the City of Hobart City Amenity Division which is located at the Hobart Council Centre, 16 Elizabeth Street Hobart prior to the event.
- The hirer is responsible for the safe keeping of the keys. Any unauthorised use or copying of the keys may jeopardise the hirer's future use of the venue. Keys are to be returned to the City on the first working day after the event, unless prior arrangements have been made.
- It is the responsibility of the hirer to ensure adequate measures are taken to secure all buildings and power boxes on vacating the location. This includes the setting of any electronic security alarms.

FEES, REFUNDS AND BONDS

- A non-refundable deposit may apply to the booking. The payment of this deposit is required upon lodgement of the booking form.
- An invoice will be issued for the balance of the fees due and payable. All fees are to be paid prior to the event being held. Failure to comply may result in cancellation of the booking and may jeopardise the hirer's future use of the venue.
- All fees owing to the City of Hobart must be paid by the due date, as specified on each invoice received. Interest may be charged on overdue invoices as determined in accordance with Section 128(2) of the Local Government Act (1993). The City reserves the right to lodge overdue invoices with a Collection Agency to recover the debt. Collection and legal costs incurred by the City in the recovery of fees will be paid by the hirer.
- Refunds will not be issued for cancellations, unless written notification is received by the City at least 7 days prior to the event.
- Refunds will not be issued in the event that the hirer elected not to proceed due to inclement weather.
- A bond may apply to the booking. The applicant is required to pay the bond prior to the function.
- A separate charge is applicable if any keys are not returned within 7 working days of the event.
- The bond will be refunded after the event, should no damage be apparent at the post-event inspection. This refund may take 2-3 weeks to process and will be in the form of a cheque. Should the City be of the opinion that damage has been caused to the venue and this damage has not been rectified to the City's satisfaction, rectification of the damage will be undertaken at the hirer's expense and deducted from the bond. Any costs over and above the amounts held will be invoiced directly to the hirer.

Declaration

In making this application: (Select 1 or more options) Required

- I declare that the information I have provided is true and correct. Required
- I have read and agree to comply with the conditions of hire associated with my booking. Required
- I have read the Mount Wellington Observation Shelter hire use guidelines. Required
- I am duly authorised to sign on behalf of the organisation named as the applicant.
- I agree that by typing my name below I have signed this application. Required

Name of signatory Required

Date Required

D	D	M	M	Y	Y	Y	Y
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For information on how Council manages, handles and protects personal information it collects please refer to the [Privacy Statement and Policy](https://www.hobartcity.com.au/Council/Legislation-and-by-laws/Privacy-statement) <https://www.hobartcity.com.au/Council/Legislation-and-by-laws/Privacy-statement>.

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