

FACILITIES HIRE AGREEMENT

DELORAINIE COMMUNITY COMPLEX, MEANDER

VALLEY PERFORMING ARTS CENTRE AND WESTBURY SPORTS CENTRE

The hirer is responsible for sourcing and funding all permits that are required to accompany this application

	INDOOR STADIUM *Complete sections A,C & E only for stadium/court hire		
FACILITY	<input type="checkbox"/> DCC	<input type="checkbox"/> MVPAC	<input type="checkbox"/> WSC
AMENITIES	AMENITIES *Complete All Sections for amenities other than stadium and court hire		
	<input type="checkbox"/> STADIUM <input type="checkbox"/> COURT 1 <input type="checkbox"/> COURT 2 <input type="checkbox"/> CHANGE ROOMS <input type="checkbox"/> AUDITORIUM <input type="checkbox"/> MEETING ROOM <input type="checkbox"/> MEZANINE	<input type="checkbox"/> STADIUM <input type="checkbox"/> SQUASH COURTS <input type="checkbox"/> CHANGE ROOMS <input type="checkbox"/> KITCHEN <input type="checkbox"/> LITTLE THEATRE	<input type="checkbox"/> STADIUM <input type="checkbox"/> SQUASH COURTS <input type="checkbox"/> CHANGE ROOMS
PURPOSE:			
CLUB/ORGANISATION:			
ADDRESS:			
			Post Code: <input type="text"/>
EVENT ORGANISER:			
PHONE:	(M) <input type="text"/>	(B) <input type="text"/>	(H) <input type="text"/>
EMAIL:	@ <input type="text"/>		

A. BOOKING DETAILS

Day(s) Required: MON TUE WED THU FRI SAT SUN

DATE(S) REQUIRED:	<input type="text"/> / <input type="text"/> / <input type="text"/> to <input type="text"/> / <input type="text"/> / <input type="text"/>	<i>If various times, please attach rosters / schedules</i>
TIME(S) REQUIRED:	<input type="text"/> am/pm to <input type="text"/> am/pm	
TYPE OF EVENT:	NUMBER OF PEOPLE ATTENDING:	

1. PUBLIC LIABILITY INSURANCE

- CERTIFICATE OF CURRENCY attached CERTIFICATE OF CURRENCY previously supplied
 Purchase a MVC BLANKET PUBLIC LIABILITY* Insurance (With ALCOHOL Served at Event) \$50
 Purchase a MVC BLANKET PUBLIC LIABILITY* Insurance (NO ALCOHOL) \$15 *MVC-PL not avail for sports activities or sports events

B. HIRE CHARGES

Hire Charge: \$ <input type="text"/>	Bond Charge: \$ <input type="text"/>	Total Payable: \$ <input type="text"/>
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C. PAYMENT DETAILS FOR HIRE AND / OR BOND

I agree to provide details to Meander Valley Council to enable a bond to be paid via one of the methods listed below to the maximum amount of \$125 No Alcohol / \$375 With Alcohol. The bond will cover any breaches to the agreed conditions attached, or for any additional damage or costs associated with the use of the facility during the hire period. Details of any damage to be listed on an attached - 'Damage Report'. The bond will be returned to the hirer upon successful completion of an inspection of the facility by an authorised Council officer.

1. BY CREDIT CARD

MASTERCARD

VISA CARD

Credit Card No:

Card Expiry Date / /

Card Holders Name: _____ Card Holder's Signature: _____

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2. BY OTHER MEANS – Pay CASH / Pay CHEQUE / OTHER _____

D. FURTHER DETAILS

1. AREA SET UP

Do you require Council assistance with set / up set down?	<input type="checkbox"/> NO	<input type="checkbox"/> YES	Fee \$100 plus normal hire fee
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2. FOOD

Will food be served / sold?	<input type="checkbox"/> NO	<input type="checkbox"/> YES	A Food Business Registration may be required. You are required to check with Council's Environmental health Department for details. ☎ 03 6393 5300
If yes, how will it be served?	<input type="checkbox"/> BUFFET	<input type="checkbox"/> SIT DOWN	<input type="checkbox"/> OTHER
I / we have a current Registration?	<input type="checkbox"/> YES	Registration No _____	<input type="checkbox"/> NO Go to www.meander.tas.gov.au for forms

3. ALCOHOL

Will Alcohol be consumed?	<input type="checkbox"/> NO	<input type="checkbox"/> YES	Copy of conditions <u>MUST BE</u> obtained from Council Refer to Alcohol Consumption on Council Properties – Authority & Conditions of Use
Will Alcohol be sold?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	Permit <u>MUST BE</u> obtained from Licensing Commission and a copy provided to Council. Go to www.treasury.tas.gov.au/liquor-and-gaming

4. RUBBISH

Do you require additional rubbish containers?	<input type="checkbox"/> NO	<input type="checkbox"/> YES
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E. ACKNOWLEDGEMENT

I undertake that I will at all times in the future indemnify the Council and their agents, servants and employees and keep them indemnified against all actions, liabilities, proceedings, claims & expenses in respect of any injury or damage suffered by myself or any person present at my invitation or my knowledge, permission or authority arising out of or connected with my use of the facility. Without limiting the generality of this indemnity I accept that it includes breaches of duty by the occupier of the facility or any other duties imposed by law upon the Council and its agents, servants or employees in respect of the facility or the presence of my group at the facility.

I _____
Acknowledge having read and accept the **Terms and Conditions of Hire of MVC Facilities – Deloraine Community Complex, Meander Valley Performing Arts Centre and Westbury Sports Centre**

Signed _____ Date: ____/____/____

HIRER CHECKLIST

I have attached the required documentation listed below

- Rosters / Training Schedules
- Pre-Season / Pre - Match Checklist
- Public Liability Certificate or Currency or Completed MVC Blanket Liability Request
- Food Business Registration No: _____
- Liquor License Registration No: _____

RETURN COMPLETED FORM TO:

POST: Meander Valley Council
P O BOX 102
WESTBURY TAS 7304

FAX: 03 6393 1474

EMAIL: mail@mvc.tas.gov.au

BOOKING ENQUIRIES: ☎ 03 6393 5300

Your application will be assessed on receipt of this completed form and supporting information

TERMS AND CONDITIONS

Council grants the hire of the reserve or part thereof subject to the following conditions of hire:

1. Council reserves the right not to accept the hire application or to cancel the booking at any time.
2. If the function involves alcohol consumption or the hirer is not a regular hirer the hirer must pay the required bond together with the signed sections of these conditions of hire to Council before the date of the function/event. Failure to do so will result in access to the reserve being denied to the hirer.
3. Sub-letting of the facility is prohibited.
4. The hirer shall conform to and obey all reasonable directions given by an authorised Council / Management Committee officer in regard to the use of the facility.
5. A police officer or authorised Council officer shall have access to the facility at any time, notwithstanding any hiring.
6. Any hirer not complying with the provisions of these conditions or in any way misconducting themselves may be removed from the facility by an authorised Council officer or Police officer.
7. The hirer shall inspect the facility and must satisfy themselves that the facility is safe and suitable for the intended use. For sporting / training / keep fit events A Pre-Season checklist must be filled out and returned to Council **prior to season commencement** and a Pre Match checklist must be filled out each **and every time** the facility is used. The Council may at any time request a copy of a completed inspection form and will arrange collection of all forms on a regular basis.
8. Any motor vehicle driven or parked in the confines of the facility is entirely at the owner's risk and no responsibility is accepted by Council or Special Committee of Council for any theft or damage. All vehicles admitted to the property are to be driven and parked so that no damage is caused to the facility or the detriment of the public.
9. The hirer shall not write, decorate, placard, cut, damage or pierce with nails, screws or any other contrivances to structures or any trees within the reserve without written permission from an authorised Council / Management Committee officer.
10. The hirer shall be responsible for all damage caused to the facility during the period of hire and will be required to pay the costs of all repairs.
11. The Hirer shall take out and keep current during the period of hire, a liability insurance policy in a form approved by the Council, insuring for a sum not less than twenty (20) million dollars, the hirer 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

The casual hirer (i.e. one off hirer) may access public liability insurance under Council's blanket policy for an additional fee in addition to the hire fee. *(Please fill in "Insurance for Casual Hirers of Council Facilities" form if using this option)*

IMPORTANT CASUAL HIRER INSURANCE INFORMATION:

- A. The following activities cannot be covered by Council's casual hirers public liability policy:
- o Sporting Events
 - o Special Events (e.g. Dances/shows, Festivals,
 - o Contractors & subcontractors (e.g. caterers)
 - o Markets / Fairs
 - o Regattas, Pageants, Exhibitions, Circus)
 - o Publicly advertised lecture
- B. Casual Hirers need to note that the Council Casual Hirer Insurance does not cover persons who are working for hire, professional persons who generate an income from the event.

For a copy of the policy document or Certificate of Currency contact Council on: 03 6393 5300 or email mail@mvc.tas.gov.au

12. The hirer shall not:-
- o Sell intoxicating liquor in the facility without the necessary liquor permit AND consent in writing from Council; or
 - o Bring into or be found in possession of intoxicating liquor in the facility without Council / Management Committee approval.
13. The hirer shall enforce the following requirements within the facility:
- o All exterior doors are to be secured before leaving, including the fire exit doors.
 - o No smoking in the building, or within 3 metres of any entrance.
 - o No confetti or similar (e.g. Rice, glitter) is to be used in or around the facility.
- EXCEPTION: Fridge/Freezer, Continuous Urn/Water Heaters (or as labelled)
- o Ensure all electrical appliances are switched off before vacating the facility.
 - o There shall be no interference with furniture and equipment not belonging to the hirer and not performing part of the hire agreement. No furniture is to be dragged across the floors.
 - o Conduct likely to cause damage is not permitted.
 - o No material shall be placed on the floor (e.g. powder or wax), without prior approval from the Council / Management Committee.
 - o No loud noise or nuisance is permitted (in accordance with the *Environmental Management and Pollution Control Act 1994*).
 - o Non-Emergency Callouts e.g. Fire Alarm activation due to excessive steam/smoke will be at the hirers expense.

TERMS AND CONDITIONS – (continued)

14. The hirer is expected to make every effort to leave the facility in a clean and tidy condition. The hirer is required to pack away all their own stored equipment and clear away any decorations or other furniture or equipment specifically brought to the facility for their function. The facility is to be left in a condition whereby the contract cleaners can perform their duties without interference and delay. The hirer shall immediately report any damage and spills that may present a danger or cause permanent damage. The hirer will be responsible for any additional cost of cleaning the facility if the facility is left in an unreasonable condition. The hirer will ensure that additional cleaning requirements in particular areas (eg kitchens) are complied with. A notice detailing these additional requirements, if any, will be clearly affixed to the wall in that area.
15. The hirer shall only access those rooms and facilities hired.
16. Use of the facility is subject to the maximum of persons as identified in the place of assembly licence (as displayed at the facility).
17. Use of the facility later than 12.00 midnight is not permitted.
18. The hirer shall conform to the requirements of the *Public Health Act 1997*, *Local Government Act 1993*, local by-laws and regulations. All other statutory rules, provisions and regulations of the Commonwealth of Australia or State of Tasmania for the time being in force must be complied with by the user and the notices given to the proper officers.
19. The hirer shall comply in every respect with regulations under the *Public Health Act 1997* and the *Building Code of Australia* with regard to *Places of Public Assembly*. In particular the prevention of overcrowding and obstruction of gangways, passages, corridors or any part of the building.
20. Where a tent/marquee greater than 300m² is to be erected the hirer will need to obtain specific approval from Council.
21. 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, with the exception that this clause shall not prevent the hirer using the premises for games of bingo or equivalent, providing relevant permits have been obtained.

THE FOLLOWING CONDITIONS RELATE TO HIRING FACILITIES FOR YOUTH AND YOUNG ADULT EVENTS/PARTIES (14/21 YEARS)

22. All youth and young adult events and parties are assessed on a case by case basis and Council reserves the right to refuse any booking if it considers that such a booking is not in the best interests of the preservation of the Council Facility.
23. The event/party needs to be finished by 12 midnight with guests leaving the venue by 12:15am.
24. No alcohol is permitted at party bookings for people under 18 years of age. For parties for people aged 18-21, if alcohol is being supplied or consumed, a \$500 bond required to be paid at the time of signing the Facility Hire Agreement form.
25. Parents or a legal guardian 25 years or older must make the booking, after they have spoken to Council officers to discuss the event of party. All youth events and parties need to be supervised by an adult 25 years or older (1 adult for every 20 guests) to ensure the safety and security of guests and council property. Details of the supervisory arrangements must be provided to and approved by Council prior to the event.
26. This form needs to be completed by the person making the booking and a copy of the photo identification of this person is required.
27. The hirer is required to contact the local police and register a Party Safe Registration Form. Proof of receipt of Party Safe for to the Police is to be supplied to Council officers.
28. A risk assessment is to be carried out by Council officers to determine whether it is required that the hirers employ registered security for the event (usually 2 guards per 100 guests).
29. Meander Valley Council reserves the right to extend some or all of the special conditions when hiring to young adults older than 21 years of age.

If the hirer commits permits or allows any breach or default in the performance and observance of any of these conditions, the Council/Management Committee may terminate the permission to use the facility and the hirer shall immediately vacate the facility and the security deposit shall be forfeited to the Council/Management Committee.

Penalties may apply for non-compliance – refer to Council for details

 **Dial 000 For POLICE, AMBULANCE or FIRE BRIGADE**
COUNCIL AFTER HOURS EMERGENCIES:  6393 5300

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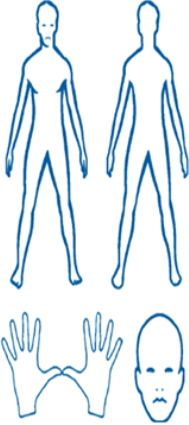
"The Meander Valley Council is committed to upholding the right to privacy of all individuals who have dealings with the Council. Unless required by law or by a Court or tribunal, the Council will take the necessary steps to ensure that the personal information that members of the public share with us remains confidential. How we use this information is explained in our Privacy Policy, which is available at www.meander.tas.gov.au or at the Council Office."

Injury / Incident Report

Reserve Hirer:	Date of Incident:	Council Officer Notified:	Witness to Incident:	Person's Name:
	Time of Incident:	Date of Report:	Contact Number:	Contact Number:

Is further incident analysis required? No Yes If yes, complete Incident Investigation Report within 5 working days.

PERSONAL TREATMENT REQUIRED: Nil <input type="checkbox"/> First Aid <input type="checkbox"/> Doctor <input type="checkbox"/> Hospital <input type="checkbox"/> Additional Information, if required:	PROPERTY/VEHICLUR DAMAGE: (Please specify if Council or Privately Owned)	ENVIRONMENTAL DAMAGE:
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INJURY DETAILS Shade the part of the body that is injured: 	INJURY TYPE (Tick) <input type="checkbox"/> Aches/pain (gradual) <input type="checkbox"/> Foreign body <input type="checkbox"/> Aches/pain (sudden) <input type="checkbox"/> Eye <input type="checkbox"/> Nose <input type="checkbox"/> Ear <input type="checkbox"/> Amputation <input type="checkbox"/> Inhalation disease (asbestos/lead) <input type="checkbox"/> Broken Bone <input type="checkbox"/> Hearing loss (noise induced) <input type="checkbox"/> Bruising incl. crushing <input type="checkbox"/> Poisoning <input type="checkbox"/> Burn scald <input type="checkbox"/> Strain/sprain <input type="checkbox"/> Chemical reaction <input type="checkbox"/> Other details: <input type="checkbox"/> Choking/suffocation <input type="checkbox"/> Concussion/brain injury <input type="checkbox"/> Cut (infected) <input type="checkbox"/> Cut (not infected) <input type="checkbox"/> Dental injury <input type="checkbox"/> Dermatitis <input type="checkbox"/> Dislocation <input type="checkbox"/> Fatal <input type="checkbox"/> Multiple injuries	Description of what happened: (please describe your interpretation of events)
		Immediate Actions:

SEVERITY: 1. Severe Pain 2. Pain 3. Mild Pain 4. Discomfort 5. No pain	DURATION: a. Discomfort/Pain is always present to some degree b. Discomfort/Pain is intermittent c. Occasional d. Never	What do you think could be done to stop this happening again?
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Incident Notifier Name:	Council Officer Name:	Director Name:
Signature:	Signature:	Signature:
Date:	Date:	Date: