

VENUE HIRE AGREEMENT

Please return this completed Agreement Form and copies of ALL required insurance, First Aid, Working with Vulnerable People Registrations and qualification documentation to:

The General Manager
300 Liverpool Street
HOBART TAS 7000

Email to: generalmanager@hobartpcyc.org.au

CONTACT DETAILS

Please indicate applicant category (i.e. individual or business/organisation):

Individual
 Business/Corporate
 Community (School/NFP)
 Other

Contact Person:			
Organisation			
ABN:			
Email:			
Address:			
Mobile:		Phone:	

BOOKING DETAILS

Please indicate booking type (i.e. individual or business/organisation):

Casual (One Off)
 Casual (Multiple)
 Regular/Ongoing
 Other

Purpose of Hire			
Date(s) of Hire			
Time(s) of Hire	Start Time:	Finish Time:	
Number of Users:	Adults:	Children:	
Hall Required:	<input type="checkbox"/> Weigh/Circuit Gym <input type="checkbox"/> Basketball Hall <input type="checkbox"/> Dojo <input type="checkbox"/> Gymnastics Hall		
Coach/Staff Names:			

DOCUMENTATION

Please indicate which of the following documents is attached (if applicable):

Public Liability Insurance Certificate Yes No

Workers Comp Insurance Certificate Yes No

WWVP Card(s) Yes No

First Aid Certificate Yes No

Coach/Staff Accreditation Yes No

Other (Please detail): _____

PAYMENT DETAILS

The following fee will be applicable to this Hall Hire Agreement:

\$30.00 p/h Other \$ _____ (as approved by the General Manager)

Please indicate payment method:

Daily Cash Payment Invoice Weekly Direct Debit

If Direct Debit, please provide details:

ACCOUNT NAME	
BSB	
ACCOUNT NUMBER	
SIGNATURE	

TERMS AND CONDITIONS FOR HOBART PCYC HALL HIRE

Please read carefully

1. Application

Applications for the hire of Hobart PCYC's facilities must be made in writing using the application form and be signed by the person responsible for payment of fees arising from the use. The hirer must be **over 18 years of age** and may be required to provide photographic evidence upon request. The hirer must be in attendance at all times during the time of hire.

The hirer must disclose an accurate description of the purpose of hire and the venue may only be used for the manner described.

2. Hire Period

All halls have a minimum booking time of 1 hour. Your booking start and end times will be set out in the approved hire details. Access to the venue before or after your approved time is not permitted unless prior arrangements have been made with Hobart PCYC. Setting up and cleaning of venue needs be completed during this period.

3. Booking process

Tentative Bookings

Tentative bookings will be held for up to 5 working days. A booking will be confirmed only upon receipt of a completed application form and may be cancelled without notice.

Regular hire

Applications for bookings to proceed on a regular/ongoing shall require the approval of the General Manager. The regular hirer is to comply with the public liability insurance and all other requirements as noted on the application form.

Casual hire

Applications for booking can be made on an as-need basis.

4. Payment of Hire Fee

Application and full payment for casual hire must be received prior to the event and in accordance with Hobart PCYC's set fee.

Application and full payment for regular hire must be received on not less than a monthly basis and in accordance with Hobart PCYC's set fee.

Payments can be made via direct debit, eftpos, cheque, cash or credit card.

5. Cancellations by you

Cancellations must be made not less than 3 days prior to your hire or a cancellation fee of \$30.00 will be incurred.

Any prepaid Hire fees will not be refunded if a cancellation is made after the hire date.

6. Cancellation by Hobart PCYC

Hobart PCYC reserves the right to refuse any booking or cancel any booking already made for whatever reason. Any monies paid will be fully refunded. Hobart PCYC will not be liable for any loss or other consequence of the exercise of any right stated within these terms and conditions.

7. Bond

Hobart PCYC may require a bond to be paid for the use of the venue at least one month prior to the hire date. If the venue has been left in a satisfactory condition, Hobart PCYC will refund the bond to you within 3 weeks after the event. Any costs incurred for additional cleaning or repairs to be carried out as a result from your event, will be deducted from the bond

8. Facility Use/Damage

The hirer must disclose if they intend to use any of their own equipment (particularly ensuring any electrical equipment is tested and tagged). Property not belonging to Hobart PCYC that is kept at the venue during the hire period will be at the owner's risk and must be removed at the conclusion of the hire period.

No animals shall be allowed in the facility or its precincts without the consent of Hobart PCYC. Activities must not impact on other facility users or the general public.

The hirer shall ensure any necessary permits/permissions are obtained for matters such as copyright and the use of music in public and indemnifies Hobart PCYC for any such breach.

The hirer will be responsible for any theft or damage caused to the venue or any fixtures, furniture or equipment excluding reasonable wear and tear. Any damage will be repaired by Hobart PCYC at the hirer's cost (or deducted from the bond if applicable).

Neither Hobart PCYC nor its staff shall be liable for any loss or damage sustained by the hirer, or any person, firm, corporation entrusted to or supplying any article or thing to the hirer by reason of any such article being stolen, damaged or lost and the hirer agrees to indemnify Hobart against any such actions.

9. No Smoking

Hobart PCYC has a no Smoking Policy which applies to all available facilities.

10. Cleaning

You will be responsible for ensuring that the venue is left in a clean and tidy condition. This

includes returning furniture and equipment to their original positions, placing garbage into the bins provided or removing it from the venue. Floors are to be swept, vacuumed or/and mopped if required. Toilets are to be left clean & tidy.

Hobart PCYC is able to supply access to cleaning equipment (brooms, vacuum, etc) upon request. A cleaning fee of not less than \$30.00 will be charged if this condition is not met.

11. Decorations

The use of confetti or fireworks is prohibited. You must not affix any decorations to walls, floors or ceiling of the venue with nails, screws or hooks. All decorations must be removed after the function. Decorations must not interfere with the ceiling fans, light fixtures and fire alarm detectors. Cleaning costs will be deducted from your bond if the terms and conditions are not adhered to.

12. Liability

For the duration of the hire period, the facility will be under your physical and legal control. It is the responsibility of the hirer to inspect and approve the booked facility as being safe to use for your activity.

If you consider it unsafe, do not use it and notify Hobart PCYC of the problem straight away. If you use the facility it will be deemed to be an acknowledgment that the facility is fit and proper for your use and you accept that all liability associated with the use shall rest with you including all costs associated with loss or damage as a result of the hire.

Insurance and Indemnity

Unless you are covered under Hobart PCYC's Combined General Liability Policy (generally applicable to individual Club members and individual casual users) **you must obtain and maintain Public Liability Insurance cover of \$20 million.** This Policy MUST name Hobart PCYC as an interested party and be submitted with your application of hire.

13. Release & Indemnity

The hirer is responsible for any accident, loss, damage sustained to any person or property or any injury sustained by any person using any part of the facility during the currency of the hiring, notwithstanding that such event arose from or by reason of any defect in the furniture, fittings or other accessories of any kind, and the hirer hereby forever releases, discharges, indemnifies, and holds harmless Hobart PCYC, its servants, staff, office bearers, agents and contractors against all claims and demands made or the costs or expenses incurred in connection therewith.

Without limiting the former that includes:

- (a) any legal liability whatsoever arising from the participation or use by the hirer and/or any other persons associated with the hirer, and in the activity of conducting the business operation at, and / or occupying the facility and in all activities in connection therewith, due to any cause;

- (b) any and all loss, damage, expenses, claims, demands, actions and causes whatsoever which might be made or instituted or suffered or incurred or sustained by any person or body for injury, loss or damage arising in any manner for the said participation or use;
- (c) all loss or damage to any property, buildings, equipment or materials of
- (d) Hobart PCYC and/or any other persons on or outside the location caused by the hirer and/or any persons associated with the hirer due to the said participation or use; and
- (e) any and all loss, damage, injury or illness, including death, sustained or incurred by the and/or any person associated with the hirer arising in any manner from the said participation or use/hire or occupation.

In addition, the hirer must not do or neglect to do or permit to be done or leave undone anything, which will affect Hobart PCYC's insurance policy or policies relative to fire or public risk in connection with the facility. The hirer hereby indemnifies Hobart PCYC to the extent that such policies are affected through any such act of commission or omission.

14. Alcohol

Hobart PCYC has a prohibition on the sale and/or use of Alcohol which applies to all available facilities.

The hirer is also responsible for the conduct of any visitors either invited or uninvited whilst under their hire.

15. Keys and Security

Where applicable, the collection of keys, security codes and instructions will be advised by the Administration Office. Keys will not be issued unless payment has been made. Access to the hire venue must only be done during the hire period unless prior arrangements have been made with Hobart PCYC.

It is against the law to make copies of any keys that Hobart PCYC may issue to the hirer.

Loss of keys will incur a full replacement fee.

The hirer must also ensure that all lights, fans, heaters, air conditioners, sound systems and appliances are turned off; windows and doors are closed, locked and secured prior to departure.

Closed Circuit Television (CCTV) cameras are in operation on the Hobart PCYC premises. The hirer understands and accepts that recorded images are collected and held by Hobart PCYC.

16. Sale of Goods

The selling of goods is not permitted at Hobart PCYC's venue without the approval of Hobart PCYC. No gambling, game of chance or illegal activities are to be carried out at Hobart PCYC facilities.

17. Safety

The hirer must ensure that the hire is conducted in a safe manner. You must make yourself aware of all fire exits, fire extinguishers and the emergency evacuation plan for the venue. Fire exits must be kept clear at all times.

It is the responsibility of the hirer to ensure access to a first aid kit is accessible at all times during the duration of hire. Any incident or accident at the venue must be reported immediately to Hobart PCYC.

18. Food Handling and Preparation

All food preparation and cooking must be conducted in the designated areas (i.e. kitchenette and BBQ area).

Where permitted, all BBQ's and gas bottles must be monitored at all times and must not be left unattended and any restrictions issued to the Tasmanian Fire Service adhered to.

The hirer must ensure that after use all surfaces and floors are thoroughly cleaned to ensure that no food, oil or grease remains.

19. Compliance with Legislation

The hirer must comply with all applicable State and Federal legislation, in particular all activities must meet the requirements of the Environmental Management and Pollution Control (Noise) Regulations 2016 at all times.

Approval from Hobart PCYC is required prior to using PA or amplified system. Attendees are to leave the premises quietly at the agreed conclusion time without disturbing the surrounding residents. The hirer is responsible for any penalty arising from reported breaches.

All hirers (including all persons under his, her or its direction) who work/volunteer with children or provide a service to children under the age of 18 years of age must provide a current Working with Vulnerable People Registration (WWVP).

20. High Risk Activities

Should Hobart PCYC determine your proposed event is of a high-risk nature, it reserves the right to reject your application or impose any additional terms and conditions deemed necessary. The hirer must comply with any additional terms and conditions at least 14 days prior to the proposed hire date.

21. Sub Letting

The subletting of the venue or assigning of your rights to any other organisation or person without Hobart PCYC's prior consent is strictly prohibited.

22. Directions

The hirer and persons under his, her or its direction shall forthwith obey all directions or orders given by Hobart PCYC staff as to the management of the facility and functions being conducted therein.

The hirer shall be held responsible for the actions of all and every person attending the event.

23. Right of Free Access

The right of free access to any part of the facility at all times is reserved to members of Hobart PCYC staff.

24. Goods and Services Tax (GST)

All fees and charges imposed by Hobart PCYC will be subject to GST. Unless otherwise stated, fees and charges will be inclusive of GST.

25. Fees and Charges

Unless otherwise approved by the General Manager, the hourly rate for hall hire shall be \$30.00 per hour.

26. Privacy

Hobart PCYC collects information for the purpose of registering the booking.

The personal information collected will only be used to communicate with the applicant for hire or for regulatory, safety or other lawful purposes.

Failure to provide this personal information may result in the application not being processed however you may access this information by contacting Hobart PCYC.

27. Breaches of Conditions of Hire

Any person committing a breach of any one or more of these conditions of hire may be expelled from the facility and subject to further legal proceedings.

The hirer must bring this to the attention of all persons attending the event.

28. Disputes

In the event of any dispute or difference arising as to the interpretation of these conditions of hire or any matter or thing contained therein, the decision of Hobart PCYC's General Manager shall be final and conclusive.

ACCEPTANCE OF HIRE AGREEMENT

Please read carefully

In making this Application I expressly acknowledge and agree that:

- I have fully read and understand the Community Facilities Hire Agreement;
- Where the hirer is a company or incorporated association, I am authorized to sign this Agreement on the Hirer's behalf;
- I am over the age of 18 years;
- I and anyone I invite or allow to be on or use the Community Facility will fully comply with all requirements detailed in the Terms and Conditions of this Hire Agreement;
- In creating this Agreement Hobart PCYC does so in good faith relying upon the information contained in the Hire Application and any additional information provided by the Hirer entering into this Agreement;
- I have been provided with adequate opportunity to seek legal or other advice in relation to the Hobart PCYC Hall Hire Agreement;
- I have put in place and maintain the insurance arrangements required by Hobart PCYC for the whole period of hire; and
- I will pay all Fees and Charges in accordance with this Agreement and any other applicable Hobart PCYC policies.
- Adjustments to this Agreement without prior consent from Hobart PCYC's General Manager will deem this Agreement invalid.

Executed as an agreement:

SIGNED by the Hirer:		SIGNED on behalf of Hobart PCYC	
Print Name in Full:		Staff Name:	
Date:		Date:	

In the event of an emergency, please telephone emergency services on 000.

Should damage sustained to Hobart PCYC's facility require an immediate response, please advise the Reception Desk immediately or telephone (03) 6107 9206.

 enquiries@hobartpcyc.org.au

 300 Liverpool Street, Hobart, 7000

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 <http://www.hobartpcyc.org.au>