

### HIRE CONDITIONS

**Charges:** All charges in relation to the Application for Facility Hire (**Application**) must be paid in full upon confirmation of the booking, unless Council approves alternative arrangements.

**Tentative Bookings:** Tentative bookings will be held for up to 14 days if made at least 28 days in advance of the required date. A booking will be confirmed only upon receipt of a completed application form, evidence of satisfactory insurance and payment of any fees. Council reserve the right to terminate a tentative booking without notice if the above requirements are not fulfilled within the 14 day period.

**Hire Times:** The hire times listed in the Application must cover all usage of the facility, including set up and clean up. Any use of the Facility outside of the times listed in the Application may be charged at the appropriate rate at Council's discretion.

**Closure of Facility:** Council reserves the right to close a facility and/or redirect users to an alternate facility where an authorised Council staff member considers the facility unsuitable for use.

**Cancellation by Council:** Council reserves the right to cancel the applicant's use of a facility in the event that the facility is required for an extraordinary function or extraordinary use.

**Cancellation by Applicant:** Any cancellation of an Application shall be made at least 24 hours prior to the reservation. All fees will be forfeited by the applicant if cancellation is made less than 24 hours of the booking.

**Sub-letting:** The applicant shall not sub-let any or all of the facility to another party without the prior written consent of Council. No booking may be transferred or assigned without the consent of Council.

**Right of Access:** Council reserves the right to access any part of the Facility at any time, as do emergency service workers.

**Applicant Access:** The applicant shall only access the facilities specified in the Application during the times booked.

**Privacy:** Council collects information solely for the purpose of confirming the booking. The personal information collected will only be used to communicate with the applicant regarding the booking or for regulatory, safety or other lawful purposes. Failure to provide the requested information may result in the Application being denied.

**Breach of Conditions:** If the applicant or one of their guests is found to have committed a breach of these conditions the applicant may be asked to vacate the facility and may not be permitted to make future bookings of Council's facilities.

**Disputes:** In the event of any dispute or difference arising as to the interpretation of these conditions, the decision of Council's General Manager or his agent shall be final and conclusive.

**Goods and Services Tax (GST):** All fees and charges imposed by Council will be subject to GST unless otherwise stated.

**Access Devices:** Access devices are keys, security fobs, passcodes or any other item used to access a Council facility.

### FACILITY RULES

**Security:** All windows, doors and gates are to be locked securely and lighting switched off when leaving the Facility.

**Access Devices:** Council may seek reimbursement from the Applicant for any costs associated with replacing access devices or reconfiguring facility security due to lost or damaged access devices. Council may also seek

**Cleaning:** The Applicant is responsible to leave the Facility in a clean and tidy condition. The Applicant will ensure that any applicable internal flooring is left clean, with sweeping/vacuuming and wet mopping as required. The Applicant will also clean the floors or Facility as required throughout the hire period (e.g. to clean spills). The Applicant will collect all litter and place rubbish in the bins provided. Any excess rubbish will be disposed of by the Applicant. If this condition is not met, Council reserves the right to charge the Applicant for the cost associated with cleaning the facility or removing excess rubbish.

**Hazards:** The Applicant is responsible for addressing hazards that arise during the hire period e.g. tripping hazards, slipping hazards.

**Liquor:** If liquor is to be sold at the Facility, the applicant will require a Liquor Licence which can be obtained from the Commissioner of Licensing (phone 6236 2261 or email [licensing@treasury.tas.gov.au](mailto:licensing@treasury.tas.gov.au)). Applicants for such a licence should allow for at least 4 weeks for the Commissioner of Licensing to process the application. A copy of the Liquor Licence must be provided to Council prior to the hire period. The Applicant will be required to ensure compliance with all liquor licensing legislation.

**Please note:** *Liquor is not permitted within the Scottsdale Aquatic Centre facility*

**Food:** An applicant wishing to sell or supply food to the public may need to apply to Council for a Temporary Food Business Registration and ensure compliance with all relevant legislation. Applications must be lodged at least 4 weeks in advance for consideration by Council's Environmental Health Officer. The Food Business Application Form can be obtained by visiting <https://www.dorset.tas.gov.au/permits-and-licences/#Food> or calling Council on (03) 6352 6500. The applicant must ensure that, where applicable, all utilised kitchen appliances are turned off upon departing the Facility and that the kitchen facilities are left in a clean and hygienic condition.

**Smoking:** Smoking is not permitted in any Council building or swimming pool facility and No Smoking laws must be adhered to when using any other facility or open space.

### INDEMNITY & INSURANCE

**Indemnity and Release:** The applicant agrees to comply with the terms of their hire agreement and these terms and conditions and to release and indemnify Dorset Council, its servants and agents, and each of them from all actions, costs, claims, charges, expenses, penalties, demands and damages whatsoever which may be brought or made or claimed against them, or any of them, in connection with the hire set out in the hire agreement.

**Insurance:** The applicant must provide a current public liability policy of insurance which covers it in respect of the activities being undertaken in the facility. The policy will be for the sum of at least \$20,000,000.00 (or such greater sum as reasonably required by Council) and will be undertaken with an insurer approved by Council. A Certificate of Currency or a copy of the current Public Liability Insurance Policy must be attached to the Application. The applicant may be required to obtain insurance covering the activity, participants and/or volunteers if requested by Council.

**Theft or Damage:** Council shall not be held liable for theft or damage to any personal property of the applicant. The applicant shall be liable for all foreseeable damage to the facility caused by misuse and will be required to meet the costs of any associated repairs.