

# South Hobart Community Centre Hire Agreement

**The South Hobart Progress Association (the Association) grants the hire of the South Hobart Community Centre (the Centre) subject to the following conditions:**

## **1. APPLICATION**

Hirers shall complete an application for hire on the required form. If the proposed hirer is an Incorporated Association the application must be made by a person with authority under the Constitution of that Incorporated Association to enter into a contract on its behalf.

## **2. SECURITY BOND**

At the time of booking, the Association may require a security bond (not exceeding \$200) from the hirer. The security bond will be refunded provided that all conditions of hire are met. The bond will be security against damage to the building and any contents or any additional cleaning that may be required as a result of the hire. The hirer shall be liable to pay any further amount in excess of the bond, or if no bond was required, the amount required to meet the full cost of any damage or cleaning.

## **3. HIRE FEES**

Hire fees shall be paid to the Association on completion of hire or, in the case of recurrent hire, on a monthly or other agreed basis. A receipt for the amount received will be issued on request .

## **4. MINIMUM BOOKING TIME**

The minimum booking time for casual hire of the Centre is one (1) hour.

## **5. CANCELLATION OF BOOKING**

The hirer may cancel a booking by giving seven (7) days notice prior to the date of hire otherwise a cancellation fee equivalent to 25% of the hire fee shall apply. Any cancellation within 24 hours prior to the date of hire shall result in a cancellation fee equivalent to 50% of the hire fee.

## **6. REFUSAL TO GRANT HIRE**

The Association has discretion to refuse to grant the hire of any part of the Facility. This includes where permission has previously been granted and deposit and fees paid. In such circumstances, all monies shall be refunded.

The hirer hereby agrees in such case to accept the same and shall be held to have consented to such cancellation and have no claim at law or in equity for any loss or damage in consequence thereof.

The Centre is not available for use after 10pm

## **7. INSURANCE**

The Association has a public liability insurance policy. The policy will protect hirers (casual or regular) who do not have the capacity to take out their own public liability insurance cover. However, if your organisation does have public liability insurance cover, the Association's policy does not apply and the Association may require you to produce a copy of your policy, which should be to a minimum level of \$5 million prior to hiring the facility.

## **8. ACTS AND REGULATIONS**

The hirer shall comply with all relevant Acts and Regulations, including the Public Health Act, Local Government Act and Hobart City Council By- Laws, and shall be liable for any breaches.

## **9. OCCUPANCY**

The hirer shall only occupy the area within the Centre as agreed. All other areas within the Centre are out of bounds to the hirer and their guests / members / course participants. The hirer shall be liable for any breach and/or damages.

## **10. ASSIGNMENT / TRANSFER**

Hirers who are granted permission to use the Centre shall not assign / transfer the right of use to any other person, organisation or body.

## **11. ADULT SUPERVISION**

Hirers under the age of 18 years must have the application form referred to in Clause 1 completed by an adult who will be supervising the function. The person completing the application form and whose signature appears on the same is subject to these terms and conditions.

## **12. MAXIMUM NUMBERS OF PERSONS**

The maximum number of persons permitted in the Centre is 50

## **13. NOISE**

The Centre is situated in a **residential neighbourhood** and we wish to maintain a good relationship with our community. Hirers are to ensure that neighbours are not disturbed by loud music, noise, drinking and conversations in the Hall, its grounds and surrounding areas and that Hobart City Council's noise regulations are complied with.

## **14. THEFT**

The Association (including any of its officers) shall not be liable for any loss, damage or theft sustained by the hirer. This includes any person/s, firm or organisation entrusted to or supplying any article or thing to the hirer. The hirer hereby indemnifies the Association against any claim by such person/s, firm or corporation in respect of any loss or damage.

## **15. GOOD ORDER**

The hirer shall be responsible for the full observance of these conditions and for the maintenance and preservation of good order in the Centre for the duration of the hire period.

The Centre shall be left as found (or better), doors locked, lights, heaters and any other electrical appliances turned off.

No breach to the Police Offences Act, which includes spitting, obscene or insulting language or disorderly behaviour or damage to property shall be permitted in the Centre.

## **16. CLEANLINESS**

The hirer is responsible for leaving the premises in a clean and tidy state, and shall immediately remove all rubbish, refuse and waste matter generated by the hirer.

## **17. MAINTENANCE**

The Association is responsible for the ongoing maintenance of the Hall. Any maintenance requirements should be referred to the Association. The hirer is not permitted to apply adhesive materials or any other substances to any surfaces unless specific permission is granted by the Association.

## **18. DECORATIONS**

The hirer shall remove all decorations immediately after the period of use. This includes tape and fixatives that may be used to attach decorations etc. If during the removal of such items any damage is caused to walls or other property, the hirer will be liable for the cost of such repairs.

## **19. SMOKING**

Smoking is not permitted in any part of the Centre.

## **20. GAMBLING / LIQUOR**

No game of chance, at which either directly or indirectly money is passed as a prize, shall take place in any part of the Centre without the appropriate permits being produced to the Centre Coordinator. The sale of liquor on the premises is not permitted unless the hirer obtains a permit from the Liquor Licensing Commission. The permit must be made available to the Association on request.

## **21. PERFORMING RIGHTS**

The hirer shall not reproduce any performances that are subject to copyright or performance rights. The hirer agrees to indemnify the Association against any claim for breach of copyright or any other action.

## **22. DISPUTES**

In the event of difference arising as to the interpretation of these conditions, the matter shall be referred to the Association's President for resolution. The President's determination shall be final and conclusive.

## **22. EMERGENCY PROCEDURES**

The person making application for hire will be the nominated person responsible for the evacuation of all persons from the building in the event of emergency. In the event of an emergency the responsible person will inform the appropriate emergency service and carry out all instructions that may be given by emergency services personnel.