



Brighton Council

Hall Hire Application

Date of Application			
Organisation /Club			
Full Name			
Address			
Contact	Phone:	Email:	
Venue	<input type="checkbox"/> Civic Centre	<input type="checkbox"/> Old Beach Community Centre	<input type="checkbox"/> Pontville Hall
Civic Centre Rooms	<input type="checkbox"/> Meeting Room	<input type="checkbox"/> Hall A <input type="checkbox"/> Hall B	<input type="checkbox"/> Theatrette <input type="checkbox"/> Whole Centre
Other Venue			
Date of Hire	From:	To:	
Time of Hire	From:	To:	
Type of Event			
No. of People Attending	Attendance of 1000 or more people for a period of 2 hours or longer?		<input type="checkbox"/> Yes <input type="checkbox"/> No
If YES, then a place of Assembly Licence is required under the Public Health Act 1997, and the application requires assessment by Councils Environmental Health Officer.			
Event open to General Public?	Temporary structures to be erected?		
If YES, a Temporary Occupancy Permit may be required under the Building Act 2016, and application assessed by Councils Building Compliance Officer. Please see conditions to confirm associated temporary structures.			
Food production on premises?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Sale of Food?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If YES, it is a legal requirement under section 84 of the Food Act 2003 to notify council if you are planning any activity that involves either the handling of food intended for sale or the sale of food. It may be necessary to obtain a temporary Food License from			

Council or provide a copy of your current Food Licence (If operating on a permanent basis).			
Alcohol to be sold to individuals?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Has a liquor Licence been provided?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If YES, then a liquor licence must be obtained from the Tasmanian Liquor and gaming Commission (Ph 03 6166 4040)			
Equipment required for Civic Centre?		Divider wall requirement for Civic centre?	
Any Other requirements?			
Public Liability Insurance Certificate Provided?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Use Council's Casual Insurance?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Hire Fee – Per Hour/ Day Rate	\$
Bond	\$
Casual Hirers Insurance	\$
Total	\$

Please note: The Maximum occupancy Limit (Building Act 2016) for functions in the following buildings are:

- Pontville Hall – 300 ppl
 - Old Beach Community Hall – 100 ppl
 - Brighton Civic Centre (Meeting Room – 50 ppl, Main Hall 500 ppl, Theatrette 120ppl)
- Total maximum of 640 ppl

Full Terms and Conditions of Use

1. Application

The right to use the hall is subject to Brighton Council receiving an application from a person who is a minimum of eighteen (18) years of age and signed by the proposed hirer undertaking to comply with these conditions. If the proposed hirer is a club, the application must include the personal undertaking by the President and/or Secretary of the club.

It is the responsibility of the hirer to ensure the venue is suitable for purpose for the intended activity/ event prior to booking. The Hirer should be aware there are limitations to the number of people

permitted to be on the premises at any one time. The maximum number of people permitted in the venue is mentioned above. Hirers that are granted permission to use Council venues shall not assign the right of use to any person, organisation, or body.

2. Risk and Release

The Hirer uses Council facilities and any equipment in the premises (whether private or owned by Brighton Council) entirely at their own risk and release/indemnify Brighton Council and Council staff from all claims, demands and liability of any kind that may arise in

respect to the use of Brighton Council facilities, including any accidents, damages or injury occurring to any person or property in or about the premises.

3. Hour of Use

Council owned facilities may be used between the hours of 7:00 am to 10:00 pm (Monday -Thursday), 7:00 am to 12:00 am (Friday & Saturday) and 9:00 am to 12:00 am (Sunday).

4. Hire Fees

Hire fees shall be in accordance with Brighton Councils fees and charges schedule and will be payable prior to booking or via Invoice as discussed with the Bookings Officer.

5. Setup & clean up days

These days should be requested in advance to prevent "double booking". If a setting up and clean-up day is required, fee will apply for each day as required or times exceeding 2 hours.

6. Security Bond

A security bond as required by Council shall be paid by the Hirer at the time of booking as a guarantee of fulfilment of these conditions, and as security against damage to the building or any fittings and furniture contained therein, and for any cleaning arranged by the Council resulting from the hirer's use of the premises. The Hirer shall be liable on demand by the Council to pay any further amount in excess of such bond to meet the full cost of such damage or cleaning. If there is no breach of the conditions of usage or damage to the building, any fittings, and furniture therein or abnormal cleaning the deposit will be returned. **The security bond refund will not be available until one full business day is completed after**

the booking (i.e., Saturday, is not available until the following Tuesday).

7. Cancellation

Any cancellation within 24 hours prior to the booking date of the function will result in half of the full hire fees being payable to Brighton Council.

8. Free Access

Any officer or employee of the Brighton Council shall at any time be entitled to gain free access to any and every part of the building during your hire period.

9. Insurance

Public liability insurance must be provided for all associations, organisation and/or clubs. The Hirer shall take out and keep current during the period of hire, a liability insurance policy in the name of the hirer, insuring for a sum of not less than twenty (20) million dollars (\$20,000,000) and insuring against, cost, 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. Proof of this policy must be provided to Brighton Council to form part of the hire agreement.

Public liability insurance for all casual/individual hirers is covered by an insurance fee, which is charged to the hirer in addition to hire fees. This a blank insurance coverage, which covers the Casual/individual hirer for any public liability claims brought against them. This insurance does not cover the hirer if they are negligent in their dealings when using a Brighton Council facility.

10. Temporary Structures

Temporary structures include any – booth, tent, or other temporary

enclosures, whether part of the booth, tent or enclosure is permanent; or temporary seating structures; or other prescribed structures which includes – mobile structures, temporary bridge, stage, platform, and tower.

11. Acts and regulations

The Hirer shall conform to the requirements of the Public Health Act, Local Government Act, any local Law/by-Law, or 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 appropriate Officers.

12. Sales of Food

It is a legal requirement under section 84 of the Food Act 2003 to notify Brighton Council, if you are planning any activity that involves either handling of food intended for sale or the sale of food. Regardless of whether the hirer is a business, enterprise or activity of a commercial, charitable or community nature and it involves the handling or sale of food for one occasion only. Failure to do so imposes an individual fine, not exceeding \$86,000 or for a body corporate a fine not exceeding \$ 206,400.

Depending upon the nature of the food to be sold, it may be necessary to obtain a temporary food licence. In such occurrences and events, Brighton Councils' Environmental Health Officer will assess the types of food involved and ensure correct food hygiene practices and requirements are in place for the activity to occur safely.

13. Emergency and Evacuation use

Council reserves the right to cancel at any time bookings for the use of its facility should those facilities be required for use in emergency situations, e.g., for setting

up evacuation centres or safe place refuges. Council would endeavour to relocate the booking to another venue if a suitable one is available.

Use of Venue, Equipment and Property

14. Chairs and tables are available for the Hirer to use. Arrangement/Replacement of chair and tables to the stacked position is the responsibility of the Hirer. Unless agreed upon with as part of this agreement at a charge.

15. The Hirer must not place on the floor any substance or material which will damage or be a nuisance to other users.

16. The Hirer is responsible for the removal of any decorations and rubbish. The facilities floor is to be cleaned as required (swept/mopped) and the hirer to ensure the toilets and bathroom sinks have been cleaned and left in good order as stated in the checklist for hirer (on display in all facilities). The facility is to be left clean and in good condition, ready for the next user. Any cost incurred by Brighton Council in cleaning the premises resulting from the condition in which the hirer left the premises shall be recoverable from the hirer.

17. The Hirer must not use or allow to be used any smoke machines in the building which may cause fire alarm to be activated, as the activation would necessitate attendance from the fire service. The Hirer bears responsibility of any incurred costs.

18. The Hirer is responsible to ensure all lights, heaters, urns are switched off and all exits are secured before exiting the facility.

19. The Hirer is to ensure all rubbish is to be placed in the bins provided.

20. The Hirer agrees to secure the property and to return all keys to Brighton Council as soon as possible if not agreed otherwise and will not copy or pass the key to any other person/organisations. In case the building is not locked/armed the Hirer is payable the security call out fee of \$75 to the Council.

21. The Hirer is required to at all times, to respect rights of neighbouring residents with regard to noise and therefore, must comply with the Environmental & Pollution Act 1994.

22. Smoking and the use of electronic cigarettes is **NOT permitted** in any Brighton Council building/facility.

23. Consumption of Alcohol is not permitted without the prior consent of Brighton Council.

24. The sale of Liquor on the Council premises is forbidden unless the Hirer obtains a liquor license from the Commissioner for Licensing, and the license is produced to the Council Officer, who shall make note on this application for hall hire.

25. Floors, walls, curtains, or any other part of building including fittings and furniture's shall not be broken, pierced by nails or screws or in any other way damaged. The Hirer shall accept full financial responsibility for damage to Brighton Council property except for normal wear and tear.

26. The hirer is not permitted to operate any inflatable land borne devices, including 'zorb balls' and 'jumping castles' on any Council owned land, venue, or facilities.

27. The Hirer shall only be entitled to the use of the particular part of the building hired on the date set out in the schedule to this application and Brighton Council reserves the right to permit any other portion of the building to be hired for any other purpose at the same time.

28. The right conferred on the Hirer shall be a permission to occupy and shall not be constructed as a tenancy. Nothing contained in these conditions shall confer on a regular hirer the right to exclusive possession and Brighton Council may at its discretion allow other individuals and groups to have casual use of the premises.

29. The Hirer shall be responsible for the full observance of these conditions and for the maintenance and preservation of good order in the premises throughout the whole duration of the period of use. No disorderly behaviour or damage to the property shall be permitted in any part of the building.

30. If the Hirer commits, permits, or allows any breach or default in the performance and observance of any of these conditions Brighton Council may terminate the permission to use the premises and the hirer shall immediately vacate the premises and the security bond shall be forfeited.

31. It shall be at the discretion of the Council Officer to refuse to grant the hire of a hall in any case and, notwithstanding that permission to hire the premises may have been granted or that these conditions may have been accepted and signed and the fees and deposit paid, the Council Officer shall have the power to cancel such permissions and direct the return of the fees and deposits paid. The Hirer agrees to accept and consents to

such cancellation and cannot claim at law or in equality for any loss or damage in consequence thereof.

32. In the event of any dispute or differences arising as to the interpretation of these conditions, or of any matter or thing contained therein the decision of the Council officer, thereon shall be final and conclusive.

33. The Hirer agrees to indemnify and keep indemnified Brighton Council, its servants, staff and agents and each of them from and against all actions, cost, claims, charges, theft, expenses, penalties, demands and damages whatsoever which may be bought or made or claimed against them, or any of the, in connection with the Hire's performance or purposed performance of its obligations under this agreement and be directly related to the negligent acts, error or omission of the hirer.

<p><u>Agreement</u> I have read, understand, and accept the hiring conditions imposed, charges and hereby apply to book the above nominated venue, date(s) and time(s). I undertake the responsibility for ensuring that all individuals/groups using the premises in association with this application shall comply with these conditions.</p> <p>Print Name: _____</p> <p>Signature: _____</p> <p>Date: _____</p>
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1 Tivoli Road
 Old Beach Tas 7017

For further information, please contact Council on (03) 6268 7050

Office Use Only	
Hirer Fees Paid	Yes/Invoice Amount: Invoice Date
Bond	Yes/No/NA
Certificate of Currency provided	Yes/No/NA
Food Licence Application	Yes/No/NA
POA Application	Yes/No/NA
Building Application	Yes/No/NA
Liquor License provided	
Officer Signature	
Date of approval	
Notes:	

Please return all forms to Brighton Council (Attention Bookings) or bookings@brighton.tas.gov.au