KING ISLAND COUNCIL

TERMS AND CONDITIONS OF HIRE - COUNCIL FACILITIES

1. Hirers Health and Wellbeing

Individuals and organisations that hire Council facilities are required to follow any current Tasmanian Government Public Health Orders. We request that:

- If you are feeling unwell, for any reason, do not enter the premises.
- Practice good hand hygiene and social distancing.

2. Hire applications

Applications for the hire of Council facilities are made on the approved Facility Hire Booking Form available from Council's website or by contacting Council. The person making the booking is the hirer and is the person responsible for the activities associated with the booking and the payment of fees. All discussion regarding set up and event must be directly between the Hirer and Council, no third parties will be engaged with.

The hirer must be ***over 18 years of age*** and they must be on the premises during the hire period.

Bookings are not valid until confirmed by Council staff in writing.

3. Hire Period

Each booking needs to include time for set up, pack-up and cleaning. Access to the venue before or after your hire period is not permitted unless prior arrangements have been made with Council. Most venues have a 'Per Use' rate and a 'Per Day' rate.

4. Hire fees

Hire fees are charged in accordance with Council's annual Fees and Charges which are published on our webpage. Council may apply special conditions and hire fees for any activity.

Payment may be made in person at the Council Office during business hours, or over the phone by Card. A Tax Receipt will be issued on receipt of payment. Council can issue an invoice for payment upon request for eligible hirers.

5. Ongoing hire

An ongoing hirer is an individual or organisation that regularly books a Council venue over time. Regular hirers generally pay monthly in arrears. Council may also hold applicable Bond Fees for ongoing hirers. Council confirms the status of regular hirers on application.

6. One-Off Hire

One-off hire is applicable to individuals and organisations that make one-off or casual bookings. One-off hire requires full payment at the time of booking.

7. Cancellations by hirer

Hire fees are not refundable within 48 hours of the booking date and if a cancellation is made after the hire period or date.

8. Cancellation by Council

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

9. Bond

Council may require applicable bonds to be paid for the use of the venue. This may include a Key Bond, Alcohol Bond, and/or Cleaning Bond. Council will inspect the venue after the hire event. If the venue has been left in a satisfactory condition, Council will refund the bond to you. If the venue has not been left in a satisfactory condition, Bond will be forfeited.

10. Damage

Each hirer is responsible for any damage caused to the venue or any fixtures, furniture or equipment excluding reasonable wear and tear. Any damage will be repaired by Council at the hirers expense and any other expenses incurred will be deducted from the bond. We recommend you take before and after photos of the venue and any damage or uncleanliness before and send them to the booking office to support your bond claim. Any damage must be reported to Council within 1 business day of the damage occurring.

11. No Smoking

Under Tasmanian Health guidelines smoking, including vaping, is not permitted in any Council venue.

12. Cleaning

It is a condition of hire to ensure the venue is left clean and tidy. Whilst each facility has basic cleaning equipment on site, it is the responsibility of each hirer to ensure they have the equipment on hand to adequately clean the space/s they have used. On completion of your hire, all hirers are required to:

- Wash all surfaces with detergent and water and wipe down with disinfectant prior to and after your hire.
- Return furniture and equipment to their storage location and away from entrances and cupboard doors.
- Place rubbish from internal bins into sealed bags and place into bins where provided, otherwise remove them from the venue. Sweep, vacuum or/and mop floors.
- Clean any kitchen appliances that have been used. All crockery and cutlery must be washed and put away in cupboards. Benches and sink must be cleaned and left clear. Dishwashers need to be emptied.
- Toilets are to left clean & tidy.
- In the Town Hall & Supper Room venues, only methylated spirits and hot water should be used to mop the floor.

Council may apply a Cleaning Fee to be paid along with the Hire Fee. In such cases, venues must be left tidy (all decorations and rubbish removed) but Council will arrange cleaning of the venue.

13. Decorations & Equipment

The use of confetti or fireworks is prohibited. Do not fix any decorations to walls, floors, or ceiling of the venue with nails, screws, or hooks. All decorations must be removed after the function. Helium balloons must not interfere with the ceiling fans and light fixtures.

Cleaning costs will be incurred if the terms and conditions to remove items are not followed. It is the responsibility of the hirer to ensure that any legislative requirements for installation of decorations are followed, such as Work Safely at Heights accreditation.

The hirer is responsible for all equipment brought in by the Hirer, or caused to be brought in by the Hirer, and it must be removed at the end of the hire period. Council accepts no responsibility for the property of any hirer or third party whilst at the facility, or for any items left on the premises.

14. Liability

For the duration of the hire period, the facility will be under the physical and legal control of the hirer. It is the responsibility of the hirer to inspect and approve the booked venue as being safe to use for the activity or event. If it is unsafe, do not use it and notify Council of the problem straight away. The use of the facility will be deemed to be an acknowledgment that the facility is fit and proper for use and the hirer accepts all liability associated with the use including all costs associated with loss or damage because of the hire.

15. Insurance and Indemnity

Council's Community Liability Policy can cover hirers who do not have their own Public Liability Insurance provided specific criteria are met. More information is available on the Community Liability Cover Information Sheet and Council staff. For hires not covered under the Community Liability Cover, the hirer must obtain and maintain Public Liability Insurance cover of $20 million.

16. Alcohol

The consumption of alcohol at a Council venue is permitted without a liquor licence provided it is not sold. If you intend to sell alcohol, including the purchase of pre-paid tickets to a function, a liquor licence permit must be obtained from the Liquor & Gaming Tasmania. A copy of the permit is to be forwarded to Council. Council supports a no glass policy for events and activities at sporting venues.

The hirer is responsible for:

- meeting all requirements of responsible serving of

alcohol.

- the conduct of any visitors either invited or uninvited whilst under their hire.

17. Keys

Collection of keys, security codes and instructions will be advised by Council. Keys will not be issued unless full payment has been received, unless prior arrangements have been made with Council. Access to the venue is limited to the hire period unless prior arrangements have been made with Council.

It is against the law to make copies of any council key.

Keys must be returned to Council within 1 business day of the conclusion of your hire. Lost or unreturned keys are replaced at the expense of the hirer.

18. Sale of Goods

The sale of goods is not permitted within Council's venues except if they are being sold at charitable events, fairs, or markets. No gambling, game of chance or illegal activities are to be carried out in Council venues.

19. Use of Commercial Music

Council venues are not licensed to play commercial music for functions or activities. Each hirer is required to review the licensing options and/or seek to play non-licensed music.

20. Amplified sound and offensive noise

Approval from Council is required prior to using a PA or amplified system at certain venues. Activities must always meet the requirements of the Environmental Management and Pollution Control Act (1994).. Attendees are to leave the premises quietly without disturbing the surrounding residents.

21. Safety

Hirers are responsible for the safety of people attending their activity or event. Be aware of all fire exits and fire extinguishers and keep them clear. Follow the evacuation procedures for the venue. Have a first aid kit available for the duration of the hire. Any incident or accident at the venue must be reported to Council.

22. Sub Letting

The subletting of the venue or assigning of your rights as a hirer to any other organisation or person without Council's prior consent is prohibited.

23. Vehicles

All vehicles admitted to the property are to be driven and parked so that no damage is caused to the buildings or grounds. Any motor vehicle driven or parked in the confines of the facility grounds are entirely at the owner's risk and no responsibility is accepted by Council for theft and/or damage.

24. Town Hall Stage Access

Access to the Town Hall Stage is via the designated wooden handrail stairs at the front of the stage**, which must not be moved**, or from dedicated backstage access.

25. Child & Youth Safety Framework

King Island Council complies with requirements under the Child and Youth Safe Organisations Framework. We are committed to upholding the Child and Youth Safe Standards and Universal Principle and for ensuring the safety of all children and young people in our community. All Hirers must also comply with applicable requirements under the Child and Youth Safe Organisations Framework.

Council reserves the right to update these terms and conditions at any time. These terms and conditions of hire are applicable for all hire events from 1 July 2025