

VENUE HIRE TERMS AND CONDITIONS

1. Booking of Venue

All enquiries and bookings relating to the hire of the Civic Hall are to be made through the Barkly Regional Council. A hire agreement can only be entered into by a person over the age of 18 years and is not transferable under any circumstances.

Inspections of venue facilities can be arranged upon request. To make an appointment please contact:

Barkly Regional Council Reception
Monday to Friday: 8am – 4pm
Telephone: 08 8962 0000
Email: reception@barkly.nt.gov.au

Tentative bookings will be held for seven (7) days.

Confirmation of a booking occurs when Barkly Regional Council receives the:

- completed application form
- signed Declaration Form attached to the Conditions of Hire; and
- *Certificate of Currency* (evidence of Public Liability Insurance).

If these documents are not provided the booking/s will be void and cancelled.

Sub-letting of the Council venue, or a part thereof, is not allowed under any circumstances.

2. Payment

Payment in full must be made before or on collection of keys.

Payment of venue hire fees, including the bond, can be made in person at the Barkly Regional Council Reception, 41 Peko Road, Tennant Creek NT 0860, Credit Card payment over the phone or by mail to PO Box 821, Tennant Creek NT 0861

See the attached *Schedule of Charges* for current hiring fees. PO Box 821, Tennant Creek NT 0861
PH: 08 8962 0000 Fax: 08 8962 1801

Council may cancel the booking without notice in the event of an emergency or if the facility is deemed unsafe and will:

- a) Refund any amounts paid by the hirer in relation to the booking if the hirer is without fault
- b) Not be liable for any loss or damage suffered as a consequence of exercising its right to cancel the booking.

3. Key Collection and Responsibility

Keys can be collected from the Barkly Regional Council between the hours of 8:00am and 4.00pm, Monday to Friday. Keys can be collected by the hirer on the last working day prior to the date of hire. Key collection does not give access to the venue outside the hours of hire.

Proof of identity must be provided and a Key Register Form will need to be completed and signed by the person responsible for the key. It is strictly the responsibility of the Hirer to collect the key during the hours stated, including informing persons collecting keys on behalf of the Hirer, of key collection times. **Once the key is collected hirers assume full responsibility and liability for the key location, use and safe return.**

4. Bond Refund Conditions

A key and hall bond is required for all venue hire and will only be refunded after the following conditions have been met (see attached *Schedule of Charges* for bond fees):

- a) Furniture, fittings and all other equipment have been returned undamaged and clean to designated storage places
- b) Key/s have been returned on time and in full working order; and
- c) All other terms and conditions otherwise stated herein have been met.

If fees are incurred for the following issues the cost will be deducted from the bond:

- a) Call outs for activation of security and fire alarms where you have not followed our procedures
- b) After hours call out of Council staff, unless the call out is due to a malfunction of Council equipment

If cost of damages exceed the bond the hirer will be liable for any extra costs incurred.

5. Public Liability Insurance

A copy of the Hirers' Public Liability Insurance needs to be provided at the time of the application for venue hire is submitted and prior to the hire time.

- a) Organisations are able to provide a copy of their existing public liability cover policy
- b) All other hirers where the activity is deemed high risk by the Council or where food or beverages are being provided/sold, will be required to provide their own Public Liability Insurance to the value of \$10 million cover Australia – wide. In order for the insurance to be valid, the policy name and hirer's name must be the same. Insurance can be obtained online – for example: www.localcommunityinsurance.com.au

6. Type of Function

Full details of the type of function/event being held and the equipment being used, must be advised at the time of booking by completing the Venue Booking Application Form.

At time of booking, the Hirer is required to advise the Council of the purpose for the hire. Hirers shall conduct and manage their function in an orderly and lawful manner at all times.

The Council reserves the right to refuse or cancel any booking believed to be an inappropriate use of Council premises.

If the venue is used for a purpose or function other than that specified in the Venue Booking Application Form, the bond will be forfeited.

7. Venue Access and Hours of Operation

The following conditions apply to venue access and hours of operation:

- Access to the venue can only commence between the hired hours.

- ***Setting up and packing up of the venue is the responsibility of the hirer and the time to undertake these activities must be included within the span of the hired hours.***
- Delivery and collection of goods must occur during the booked and prepaid hours of hire.
- Council Staff will not assume responsibility for any delivery or collection of Hirer's goods.
- Table and chairs and any other equipment must be returned as instructed at hired venue
- Children should be supervised at all times.

8. Alcohol

If a licence to serve alcohol is required the hirer is responsible for securing this and displaying it at the function.

No alcohol is to be consumed or taken outside of the premises during the event. This includes car parks, roads or parklands surrounding the premises.

9. Venue Care and Cleaning

Cleaning of all areas of the venue will be the responsibility of the Council and charged to the hirer. Cleaning will be carried out by a professional cleaner to ensure all health regulations are met.

The Hirer needs to ensure equipment to be left/returned cleaned and undamaged to their designated storage place/s as instructed in the user guide provided.

Spills are to be cleaned immediately, in order to prevent damage to the facility.

Hirers are not to move or dismantle any semi-permanent infrastructure installed in the venue.

The Council should be advised of any breakages or problems with equipment, experienced by the hirer, on the next business day following the date of hire.

10. Rubbish Removal

Hirers are to remove and independently dispose of all rubbish which is in excess of the supplied bins at each venue. Failure to do so will result in the cost of excess waste removal being deducted from the hirer's Bond.

11. General Conditions

- a. The control of all Community facilities is vested with the Chief Executive Officer, or nominee, who shall have access at all times.
- b. Hirers, at all times, are subject to the direction of authorised personnel of the Council.
- c. Hirers shall conduct and manage their function at all times in an orderly and lawful manner.
- d. Hirers are personally responsible for ensuring that NO breach of the Music Broadcasting Copyright Act takes place on Council property.
- e. The hirer must comply with and give all notices required by any Act of Parliament, Regulation or By-law relating to an activity.

- f. Hirers are required to provide all their own resources at all times, including catering, stationery, signage and any other resources associated with the successful function of their event.
- g. Confetti, adhesive tape, nails, tacks, sparklers, smoke machines or other equipment which may cause damage to the facility, are not permitted inside or outside the venue.
- h. Please be aware that smoke machines may not be used or any fires lit inside the buildings as these actions set off the smoke alarms. In the event that the smoke alarms are activated onsite and the Fire Service is in attendance, hirers will be billed for the associated fee.
- i. Any electrical equipment used on Council premises must be tested and tagged by a licensed electrician.
- j. Electrical installations in the facilities/halls are not to be interfered with under any circumstances. Should a power failure occur, a Hirer must contact the after-hours phone number provided in section 14 in the Terms & Conditions.
- k. The hirer shall agree to accept all responsibility for any damage occurring to the premises (including furniture and equipment) during the term of hire and shall agree to accept full costs to reinstate such damaged items, at the Council's discretion. The Hirer shall further agree that in the event of any third party sustaining bodily injury or damage to property during the currency of the term of hire, arising out of the activities subject to the hire agreement, the hirer shall accept full responsibility and discharge their claim in full.
- l. The Council accepts no responsibility for loss or damage, which may occur to Hirers' goods or equipment left on Council premises prior, during, or after the period of hire.
- m. Smoking is not permitted inside any part of the Council venue (including the toilets).

12. Emergencies

In case of an emergency follow the emergency procedures supplied and displayed on site.

Hirer's must be aware of fire exits and emergency evacuation procedures prior to commencement of their function/event and must inform their guests of these procedures. Please also observe the locations of, and the instructions on, extinguishers and fire blankets, prior to a function/event.

Emergency Exit Doors must be kept clear and remain accessible at all times throughout the function / event.

13. Security of the Venue

It is the Hirer's responsibility, at all times, to ensure that the premises remain secure throughout the period of hire, particularly when leaving the venue, even for a short period. Hirers are not therefore, permitted to leave the doors to a venue unlocked and unattended at any time throughout the period of hire. The building must be locked at the expiration of the hire.

14. After Hours Contact

The after-hours contact number for the Council is 0448 071 878. Hirers will be charged a call out fee, unless the call out is due to a malfunction of Council equipment (excluding Audio Visual equipment) and infrastructure.

Breaches of any of these conditions may result in forfeiture of the security bond or termination of use of the venue.

DECLARATION

The Hirer agrees to indemnify and keep indemnified the Council, its servants and agents and each of them from and against all actions, costs, claims, damages or charges and expenses which may be brought or made or claimed against us arising out of or in any way relating to this agreement.

Name of Hirer or Organisation:

Name of Person representing the Hirer or Organisation:

I have read and understand the enclosed Terms and Conditions of hire and I agree to be bound by these Terms and Conditions.

I understand that a breach of any of these conditions may result in the forfeit of the security bond or termination of use of the venue.

Please raise any concerns you may have regarding the hire with Council staff, prior to signing the declaration.

Signed _____

Dated _____