

PUBLIC SPACES TERMS AND CONDITIONS

General

- The City of Hobart's Public Spaces are available for hire for the staging of individual events.
- The Terms and Conditions of hire must be agreed upon, by way of completing and signing an application, for a booking to be considered. All booking applications submitted are subject to availability, approval and confirmation.
- The Terms and Conditions of hire may vary from time to time but any such variation shall not negate the agreement and the City of Hobart shall not be under any obligation to explain the reasons for any such changes.
- The City of Hobart reserves the right to refuse any bookings without the necessity to give reasons for such refusal to the Hirer.
- The City of Hobart must be informed of the purpose for which the Public Space is to be used at the time any booking is made. Withholding or failing to disclose information in relation to the details of the booking may result in the City of Hobart terminating an event and refusing future requests from the applicant.
- If the City of Hobart does not warrant that the area being hired to the Hirer is suitable for the type of event being undertaken by the Hirer it may be refused.
- The Hirer must obey any directions which may be given to them by an officer of the City of Hobart or a Police Officer.

Tentative Bookings

- Except at the discretion of the City of Hobart, tentative bookings will be held for a maximum of 14 business days without obligation, after which the Hirer must confirm the intention to proceed with the booking. If the Hirer has not done so, the City of Hobart reserves the right to cancel the booking.



Confirmation of Bookings

- The City of Hobart's approval for the use of its Public Spaces will only be given where the application form has been completed, signed and returned along with the required information.
- The City of Hobart reserves the right to refuse bookings where the application form is received less than 14 days prior to the event.
- Receipt of the application form by the City of Hobart confirms acceptance of these Terms and Conditions.
- The booking will not be considered if the application form is not completed in full.
- Confirmation of booking will be provided to the Hirer in writing.

Insurance and Indemnity

- The Hirer shall have and maintain for the period of hire, a policy of insurance against risk to the public, and such policy to be of a minimum amount of \$20 million in respect of any one claim.
- The amount insured may vary depending on the size, nature and risk associated with the event
- A Certificate of Currency outlining the nature and level of insurance cover must be attached to the application.
- The Hirer must immediately notify the relevant insurers and the City of Hobart in writing of any occurrence or accident likely to give rise to a claim under the insurance policy and give all information and assistance as may be reasonably practicable in all the circumstances.

Event and Promotion Zones

- All events are subject to assessment in regard to risk management and safety.
- Dependent on the size and nature of the event the Hirer may be required to provide site and set-up plans, liaise with Tasmania Police, engage security or crowd control staff and meet any other requests as deemed necessary by the City of Hobart prior to confirming the booking.



- At all times events must not interfere with pedestrian flow or public amenities or cause obstruction to traders, delivery vehicles or emergency exits. The Hirer must not cause a nuisance or allow a nuisance to be caused. All arrangements in regard to crowd control are the responsibility of the Hirer.

Equipment and Displays

- The provision for all equipment required for events is the responsibility of the Hirer and all costs must be borne by the Hirer. The City of Hobart does not supply such equipment as staging, chairs etc. Set up and pack down of all equipment and requirements is to be undertaken by the Hirer, at the Hirer's expense.
- The Hirer must ensure the facilities and equipment used at the event are maintained to a professional standard at all times.
- If any such equipment or furniture is deemed unsafe, unsuitable or unsatisfactory by the Council for any reason whatsoever, they shall be removed from the space by the Hirer, at the Hirer's expense.
- The Hirer is responsible for all property, equipment, decorations and material associated with the event. The City of Hobart will not accept any responsibility for damage or loss prior to, during or after the event.
- The Public Spaces have no storage facilities for events and all equipment and materials must be delivered to the Hirer and removed by the Hirer immediately following the event. All goods left after the conclusion of the event will be deemed abandoned and will be disposed of by the City of Hobart. A charge will be raised for any cleaning or waste removal undertaken by the City of Hobart.

Damage

- The Hirer is responsible for any damage to the property in the area under hire or damage as a result of the event and undertakes to promptly compensate the City of Hobart upon request.

Noise Control

- A person must not operate, play, permit or cause any sound to be emitted from musical instruments, gramophone, amplifier, wireless set, television set, loudspeaker, player piano, tape recorder, loud hailer or other noisy instrument in the Public Space unless the person is the holder of a permit to do so.



- Confirmation of a booking and signing of the application form does not constitute a permit.
- Any public address or sound system used must be kept to a reasonable level of volume. The noise level should not exceed 72 decibels.

Electrical and Communications

- Electricity is available in the Public Space.
- All cords/cables must be secured with gaffer tape for the full distance/length of the cord/cable to the nearest power supply to ensure the cords/cables are not a tripping hazard. The gaffer tape must be a minimum of 70mm in width.

Food and Drink Stalls

- The preparation and/or distribution of food or drink are not permitted without approval from the City of Hobart. Sales of food and beverage are not permitted at any time.
- All food and drink preparation and/or distribution must comply with State Government and Council legislation requirements including the Food Act, Food regulations and Food Standards Code.

Vehicle Access

- To load and unload goods, all vehicles require a permit to access the Public Space. Times for vehicular entry and exit from the Public Space varies depending on the space being hired.
- No vehicle is permitted to stay in the Space for the duration of the event, unless the person is the holder of a permit to do so.
- Vehicles must not exceed 10km per hour while travelling in the Space.
- Fines may be applicable for any vehicles not adhering to these guidelines.
- Please note that the City of Hobart is not liable for any parking fines incurred through your event.
- Pedestrian and emergency vehicle access must be maintained at all times.



Promotional Vehicles and Product Giveaways

- Approval must be sought for the use of promotional material and give-aways; as well as promotional vehicles, such as those used by radio stations.
- Promotional staff must stay in the area allocated and allow pedestrians to approach the display. Staff cannot approach pedestrians.
- Approval must be given for each sample/products. The City of Hobart may request copies of and samples/products and restrictions may be placed on the number or size of samples/products distributed.
- Promotional vehicles, such as those used by radio stations, cannot assist in the promotion of commercial business unless the City of Hobart has issued a permit authorising a vehicle for such purposes.

Alcohol Ban

- The consumption of alcohol is prohibited in the Public Space.

Signage

- Any signage, brochures and flyers must be approved by the City of Hobart prior to the event. Copies of all signage must be submitted at the time that the application form is submitted.
- Signage must not be attached to any fixture, tree, plant, sculpture or artwork.

Filming, Market Research and Conducting Surveys

- Filming, market research and conducting of surveys in Public Spaces must be approved by the City of Hobart.

Activities Not Permitted

The following activities are not permitted:

- **Flyers**

Distribution of anything to any bystander or passer-by is not permitted. Information can be displayed on tables or stands for the public to access after approval has been given.



A person must not put up any advertisement, signboard, decoration or other sign in or over the Space.

- **Selling items**

A person must not undertake any of the following activities in the Space:

1. set up or use any stall, vehicle or stand for the sale of goods or refreshment, or
2. carry out any trade or business or offer anything for sale or purchase without a permit to do so.

- **Donations**

Donations may be collected only if the Hirer has been issued with a permit from Tasmania Police and the City of Hobart has approved the Hirer's application to use the Space. The public must not be approached in the collection of donations.

- **Public speaking**

Unless a permit has been obtained from the City of Hobart, the making of speeches or any form of preaching, protesting or group discussions is prohibited in the Space.

- **Meetings**

A person must not conduct, take part or attend a meeting in the Space, unless the City of Hobart has issued a permit authorising the meeting.

- **Itinerant vending**

A person must not undertake the itinerant vending of goods in the Space.

