

MATHERS HOUSE / CRITERION HOUSE TERMS AND CONDITIONS OF HIRE

The following information is provided in the interests of potential hirers of Mathers House and/or Criterion House.

The Hobart City Council grants the hire of Mathers House and/or Criterion House subject to the following conditions:

1. APPLICATION

Hirers shall complete an application for hire on the required form. Refer Clause 11 for applicants under 18 years of age.

2. SECURITY BOND

The hirer shall pay a security bond in line with current fees & charges. <https://www.hobartcity.com.au/files/assets/public/venues-banners-and-signage/mathers-and-criterion-house/hire-fees-2019.pdf>
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 to meet the full cost of any damage or cleaning.

3. HIRE FEES

All hire fees and bonds must be paid within 30 days of the booking being made or at least 7 days before the booking start date, whichever comes first.

4. MINIMUM BOOKING TIME

The minimum booking time for hire of the venue is one (1) hour and bookings shall only be made in 1 hour increments.

5. CANCELLATION OF BOOKING

The hirer may cancel a booking by giving seven (7) days notice in writing 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

It shall be at the discretion of the Centre Coordinator to refuse to grant the hire of any part of the venue. 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.

7. INSURANCE

Hirers of Council facilities are expected to have public liability cover of \$20M. A copy of the policy must be provided to the City of Hobart before your hire will be approved.

Council has a casual hirer's public liability insurance policy which can provide insurance for uninsured hirers. The policy will protect a hirer (casual or regular) in the event that you become legally liable to pay compensation for third party personal injury and/or property damage arising from the hire activity.

This policy is not available if the hirer is making any profit from the hire. The hirer must advise the City of Hobart that they wish to take up this policy and an additional fee may be charged to cover the placement of the policy (refer to Council's Fees and Charges). The hirer will be responsible for payment of the excess in the event a claim needs to be made.

The hirer is responsible for any personal property brought onto the premises. The City of Hobart does not insure the property of hirers.

If you have any queries on how the insurance operates, contact the Council's Principal Advisor Risk and Audit prior to hiring.

8. ACTS AND REGULATIONS

The hirer shall comply with all relevant Acts and Regulations, including 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 venue as agreed. All other areas within the venue 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 venue 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

Please note that the maximum number of people allowed within Mathers and Criterion Houses is subject to change from time to time based on health and/or other advice from the Tasmanian government and/or Hobart City Council Environmental Health staff.

Please confirm the maximum number of persons allowed within either venue with the Centre Coordinator at the time of your booking.

Hirers are not permitted to exceed the maximum number of persons during hire, as confirmed by the Centre Coordinator at the time of booking.

13. SECURITY

Hirers shall ensure that, if utilised, only qualified security services are engaged to prevent uninvited persons entering the venue or to reasonably restrain unruly persons. In the event of potential breaches of security the Police will be summoned.

14. THEFT

The Council (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 Council 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 venue for the duration of the hire period.

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 any part of the venue. Refer Clause 2.



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. Any cost incurred by Council in cleaning the premises resulting from the condition in which the hirer left the premises, shall be at the expense of the hirer and may be taken from any bond paid by the hirer.

17. 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 and may be taken from any bond paid by the hirer.

18. SMOKING

Smoking is not permitted in any part of the venue.

19. 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 venue 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 Tasmanian Liquor and Gaming Commission. The permit must be made available to the Centre Coordinator prior to use of the venue.

20. PERFORMING RIGHTS

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

21. DISPUTES

In the event of difference arising as to the interpretation of these conditions, the matter shall be referred to the Council's Director Community Life resolution. The Director Community Life'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.