

# **MORNINGTON SKILLS CENTRE** **TERMS AND CONDITIONS**

## **BOOKINGS ARE NOT CONFIRMED UNTIL:**

- the hirer has returned a signed copy acknowledging they have read and understood these terms and conditions
- public liability certificate of currency for \$20 Million has been submitted

## **GENERAL**

The hirer must obey all instructions and directions of Council and any of Council' employees, contractors and agents in relation to the hire of the Facility.

Bookings can be made up to 1 year in advance.

All bookings are subject to approval and Council reserves the right to refuse bookings.

All bookings are subject to cancellation by Council, if in their opinion the venue is unfit for use.

All bookings are subject to cancellation by the Council due to circumstances beyond its reasonable control (eg. wildfire or extreme conditions).

Additional special conditions may apply to any approval. These special conditions will be supplied in the confirmation email.

Council will provide a clean and tidy facility.

## **INSURANCE**

The hirer must produce, prior to a booking being confirmed, a Certificate of Currency for a public liability insurance policy protecting liability for bodily injury or death to any person or property damage for no less than \$20 million (unless by written agreement).

If the Hirer does not hold any public liability insurance policy the Hirer may request Council in writing to provide coverage under Council's Community Liability Pack Policy.

If Council agrees to provide coverage on behalf of the Hirer under Council's Community Liability Pack Policy, the coverage is subject to the Hirer complying with the following conditions:

- a. the hirer may be asked to pay an additional fee to cover placement of the policy (refer to Fees and Charges on the Council's website)
- b. the Hirer must not do anything or permit anything to be done that adversely impacts on the insurance coverage;
- c. the Hirer must give Council notice in writing of any event that may give rise to a claim under the insurance policy as soon as reasonably practical after the event occurs;
- d. the Hirer must immediately forward to Council any demand, writ, summons, proceeding or other legal document which relates to an event that may give rise to a claim under the insurance policy; and
- e. the Hirer must preserve all property and other things which may assist the Council's insurers in the investigation or defence of any claim made under Council's Community Liability Pack Policy.
- f. The hirer will be responsible for the payment of the excess should a claim be made (refer to Fees and Charges on the Council's website)

## **INDEMNITY**

The Hirer is responsible for and indemnifies Council from and against all damages, costs, losses, liabilities, expenses and claims (including in relation to any loss, damage or injury to property or person or death) arising during or after the hire period, in connection with or arising directly or indirectly from:

- a. the use or occupation of the Facility by the Hirer and its employees, contractors, agents or invitees, except to the extent caused by the negligence of Council;
- b. any damage to the Facility or any property owned by Council, the Hirer or any third party, caused or contributed to by the Hirer or the Hirer's employees, contractors, agents or invitees;
- c. any unlawful or negligent act or omission of the Hirer or the Hirer's employees, contractors, agents or invitees in or on the Facility;
- d. any breach by the Hirer or the Hirer's employees, contractors, agents or invitees of any provision of this Agreement.

The hirer is responsible for the work health and safety, any and all contractors and subcontractors they may engage on site as part of the event and must have worker's compensation insurance in accordance with applicable workplace laws.

The Hirer acknowledges and agrees Council will not be responsible for any consequential loss or damage suffered by the Hirer as a result of any breach of this Agreement or its termination, or the cancellation of the Licence.

### **EMERGENCY RESPONSE PLAN**

Council will provide a short induction at the commencement of the booking that will include emergency response plan details, fire wardens and location of facilities.

Emergency access is to be maintained at the venue at all times.

### **GAMBLING AND CONSUMPTION AND SERVING OF ALCOHOL**

Consumption and serving of alcohol is not permitted.

Gambling or games of chance are not permitted.

### **USE OF THE VENUE**

All Council buildings are non-smoking venues. No smoking is permitted on the site except in the designated smoking areas. Any breach of this condition will jeopardise future usage.

All fixtures or other items brought into the venue are to be removed immediately after completion of the event.

Any electrical equipment must be tagged and tested by a qualified electrician prior to use. Costs associated with callouts or repairs as a result of this condition not being adhered to will be invoiced to the hirer.

The hirers will leave the venue in a clean and tidy state.

The hirer will be responsible for any damage to any City property, whether caused by the hirer or any other person or persons associated with the function. The hirer must, at Council's option and to Council's reasonable satisfaction, either make good the damage immediately after the Hirer has caused such damage; or compensate Council for any damage caused.

Dogs are not allowed in City of Hobart venues. Service Dogs are permitted.

Noise is to be controlled by the hirer so that the noise level does not disturb the general public and complies with the *Environmental Management and Pollution Control Act 1994* and the Noise Regulations 2004.

## **BONDS**

A security bond may also apply to the booking, at the City's discretion. The applicant is required to pay the bond prior to the use of the facility.

Bonds will be refunded after the event, should no damage be apparent at the post-event inspection. This refund may take 2-3 weeks to process. Should the City be of the opinion that damage has been caused to the venue and this damage has not been rectified to the City's satisfaction, rectification of the damage will be undertaken at the hirer's expense and deducted from the bond. Any costs over and above the amounts held will be invoiced directly to the hirer.

## **FEES AND REFUNDS**

All fees owing to the City of Hobart must be paid by the due date, as specified on each invoice received. Interest may be charged on overdue invoices as determined in accordance with Section 128(2) of the *Local Government Act (1993)*. The City reserves the right to lodge overdue invoices with a collection agency to recover the debt. Collection and legal costs incurred by the City in the recovery of fees will be paid by the Hirer.

Failure to comply with invoice payment may jeopardise the hirer's future use of the venue.

## **CANCELLATION OF BOOKING**

The hirer may cancel a booking by giving seven (7) days notice prior to the date of hire otherwise a cancellation fee equivalent to 25% of the hire fee may apply. Any cancellation within 24 hours prior to the date of hire may result in a cancellation fee equivalent to 50% of the hire fee.

## **MINIMUM BOOKING TIME**

The minimum booking time for the hire of the Facility is four (4) hours for casual hire.

## **OCCUPANCY**

The hirer shall only occupy the area within the Facility as agreed. All other areas within the Mornington Regional Nursery are out of bounds to the hirer and their guests / members / course participants. The hirer shall be liable for any breach and/or damages.

**By signing below I acknowledge that I have read and understood the above terms and conditions and am authorised to sign on behalf of the Hirer:**

**Organisation/Name of Hirer:** \_\_\_\_\_

**Billing address of Hirer:** \_\_\_\_\_

**Date of Hire:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

Public Liability Certificate of Currency with cover for \$20 Million is attached

OR

The hirer requests Council provide coverage under the Community Liability Pack

Document control: F20/57304

Date: 24/2/2021

**City of Hobart**  
Hobart Council Centre  
16 Elizabeth Street  
HOBART TAS 7000

**T** 03 6238 2711  
**F** 03 6234 7109  
**E** coh@hobartcity.com.au  
**W** hobartcity.com.au

