

# Hall Hire Form – Palais Theatre Franklin

## APPLICATION FOR HALL/MEETING ROOM HIRE

<b>Date of Application:</b>	
<b>Your name</b>	
<b>Club / organisation</b>	
<b>Address:</b>	
<b>Contact details:</b>	<b>Business:</b> <b>Private:</b> <b>Mobile:</b> <b>Email:</b>

I ..... of .....  
 hereby make application for hire, for the rooms, day and times specified. **I acknowledge having received and read a copy of the Conditions of the Hall/Meeting Room Hire (attached to Hall Hire Form) and undertake to be bound by and comply with these Conditions in every respect.**

I further undertake to be responsible for ensuring that all individuals or groups using the premises in association with this application shall comply with the conditions of the Hall/Meeting Room Hire, and that the activity for which the hall is hired is covered by a current public liability policy covering a value of twenty (20) million dollar value of cover.

Applicant Signature: .....

Date:.....

Booking Person Signature: .....

Date:.....

## DETAILS OF BOOKING

<b>Name of Hall:</b>			
<b>Area(s) Being Hired</b>	<input type="checkbox"/> Main Hall	<input type="checkbox"/> Supper Room (upstairs)	<input type="checkbox"/> Nonie Carr Room
<b>Date of Hiring:</b>	<b>From:</b>		<b>To:</b>
<b>Time of Hiring:</b>	<b>From:</b>		<b>To:</b>

## DETAILS OF FUNCTION

<b>Type of Function</b> (tick all relevant boxes)	<input type="checkbox"/> Public event <input type="checkbox"/> Private event  <input type="checkbox"/> Wedding/birthday party  <input type="checkbox"/> Alcohol being served (note RSA certificate will be required)  <input type="checkbox"/> Food being served (note Palais does not have a commercial kitchen, and limited food preparation/food warming facilities)		
<b>Please provide as much detail as possible about type of event</b>			
<b>Number of people attending:</b>		<b>Note – maximum capacity of Palais Theatre is 260</b>	
<p><b>Council requires <u>all</u> events to be covered by Public Liability Insurance.</b></p> <p><b>Is the proposed activity covered by Council's Public Liability Insurance Cover (Hall Booking Person will advise)</b>                      <input type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p><b>If not, you must provide a copy of your Public Liability Insurance - Certificate of Currency (with 20 Million dollar value of coverage) for the proposed activity</b>                      <input type="checkbox"/> Yes, will provide copy of Certificate of Currency</p>			
<b>Will any electrical equipment be brought into the Palais for your event? For insurance purposes, Council requires that <u>all</u> mains operated electrical equipment (including extension cords) must have a current TAG &amp; TESTED label.</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown		

## EVENT DEPOSIT

<b>I have paid the \$40 deposit per day booked to secure this booking (you will receive a final invoice to be paid prior to the event).</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p><b>**Hirers please note **</b></p> <p><b>No animals, except service animals, shall be allowed inside the Palais Theatre.</b></p> <p><b>No naked flames inside the Palais – candles, open fires, gas burners etc.</b></p>	

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## THE UNEXCITING, BUT NECESSARY, BITS

**Important – if food is being served or sold at your event, we have provided the information below to help you, and to ensure you are fully prepared well ahead of time.**

### **Food Preparation at the Palais**

The Palais does not have a commercial kitchen, so hot food cannot be prepared and cooked inside the venue. No frying, boiling or any other cooking is permitted.

Food can be brought into the Palais, to be warmed up / kept warm – we have a microwave, an oven and a pie warmer and you are permitted to bring an electric hot plate, soup warmer, slow cooker or a bain marie. No naked flames e.g. gas burners, candles or open fires. Gas BBQ can be used outside with appropriate safety measures.

However, please note there are only 2 separate 10 Amp circuits in the Nonie Carr Room. A bain-marie is best situated in the main hall and run from 15 Amp outside wall circuit. There are three 15 amp outlet sockets located externally on the car park wall.

It is your responsibility to provide this information to any third parties at your event (e.g. caterer, market stall holder etc).

Please discuss your food preparation needs with the Booking Officer prior to confirming your booking to avoid potential disappointment.

### **Food Health and Safety**

In Australia, Food Standards Australia New Zealand law places important responsibilities on the proprietor of a food business. If you are the organiser of an event or an official of a charity or community organisation that is selling food, it is necessary to be aware of these responsibilities. Complying with the law is straightforward if you understand your legal responsibilities and plan your events properly and in good time. Please follow the link to the Food Standards Australia New Zealand Charities and Community Organisations Fact Sheets here to view or download any required facts sheets for food safety standards when catering an event.

<https://www.foodstandards.gov.au/consumer/safety/fagsafety/pages/foodsafetyfactsheets/charitiesandcommunityorganisationsfactsheets/introductiontonewfoo1473.aspx>

**Will you (or any stallholders or caterers) be serving or selling food?**

- NO
- YES Do they require the necessary Huon Valley Council permit?  
Downloadable pdf form

<https://www.huonvalley.tas.gov.au/wp-content/uploads/2014/11/Notification-of-Food-Business-or-Annual-Food-Registration.pdf>

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## CONDITIONS OF HALL/MEETING ROOM HIRE

The Council grants the hire of Hall/Meeting Room and, as specified, any adjoining land of the Council (the Premises) subject to the following conditions:

**1. APPLICATION**

The right to use the Premises is subject to the Council/Hall Management Committee receiving an application in the required form signed by the proposed hirer undertaking to comply with these conditions. If the proposed hirer is an unincorporated club, the application must include the personal undertaking by an office bearer of the club.

**2. SECURITY BOND**

A security bond as required by Council shall be paid by the hirer at the time of booking as a guarantee of fulfilment of these conditions, and as security against damage to the building or any fittings and furniture contained therein, and for any cleaning arranged by the Council/Hall Management Committee resulting from the hirer's use of the Premises. The hirer shall be liable on demand by the Council to pay any further amount in excess of such bond to meet the full cost of such damage or cleaning. If there is no breach of the conditions of usage or damage to the Premises or any fittings and furniture therein or abnormal cleaning the deposit will be returned within one week of the use of the premises.

**3. HIRE FEES**

Hire Fees shall be as determined by the Council on an annual basis.

**4. CANCELLATION OF BOOKING**

Any cancellation of a booking for the hire of the Premises shall be made at least 24 hours prior to the date of the function otherwise half the hire fee may be forfeited to the Council/Hall Management Committee.

**5. INSURANCE**

The hirer shall take out and keep current during the period of hire a public liability insurance policy insuring for a sum of not less than twenty (20) million dollars, insuring against all actions, costs, claims, charges, expenses and damages whatsoever which may be brought or made or claimed against the Council or the hirer or both arising out of or in relation to the hiring arrangement. Proof of this policy must be by way of a Certificate of Currency, which must be annexed to this agreement, and form part of the agreement.

A Council held public liability insurance policy **may** be made available to jointly cover the hirer **but not in all circumstances**. The availability of Council's public liability insurance policy cover is dependent on the activity that will be carried out within the Premises. If a hirer is eligible for the cover they may access it up to a maximum of 12 uses throughout the year and at a cost of \$25 per use.

**6. ACTS AND REGULATIONS**

The hirer will comply with all Acts, Regulations and By-laws and obtain any required permits, where applicable, relevant to the activity being undertaken as part of this application.

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**7. PERMISSION TO OCCUPY**

The right conferred on the hirer shall be a permission to occupy for a specified period only and shall not be construed as a tenancy. Nothing contained in these conditions shall confer on a regular hirer the right to exclusive possession and the Council may at its discretion allow other individuals and groups to have use of the Premises.

**8. ASSIGNMENT**

Hirers that are granted permission to use the Premises shall not assign the right of use to any person, organisation or body.

**9. DETERMINATION**

If the hirer commits, permits or allows any breach or default in the performance and observance of any of these conditions the Council may terminate the permission to use the Premises and the hirer shall immediately vacate the Premises and the security deposit shall be forfeited to the Council.

**10. THEFT**

Neither the Council nor its servants shall be liable for any loss or damage sustained by the hirer or any person, firm or corporation entrusting to or supplying any article or thing to the hirer by reason of any such article or thing being lost, damaged or stolen. The hirer hereby indemnifies the Council against any claim by any such person, firm or corporation in respect of such article or thing.

**11. REFUSAL TO GRANT HIRE**

It shall be at the discretion of the Council to refuse to grant the hire of the Premises in any case and, notwithstanding that permission to hire the Premises may have been granted or that these conditions may have been accepted and signed and the fees and deposit paid, the Council shall have the power to cancel such permission and direct the return of the fees and deposits so paid. The hirer hereby agrees in such case to accept the same and shall be held to have consented to such cancellation and to have no claim at law or in equity for any loss or damage in consequence thereof.

**12. 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 Premises throughout the whole duration of the period of use.

No spitting, obscene or insulting language or disorderly behaviour or damage to property shall be permitted in any part of the Premises.

Smoking is not permitted in any Council building.

**13. 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 recoverable from the hirer.

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#### 14. DAMAGES

- (a) The floors, walls, curtains or any other part of the building or any fittings or furniture shall not be broken, pierced by nails or screws, or in any other way damaged.
- (b) The hirer shall accept full financial responsibility for damage to Council property except for normal wear and tear.

#### 15. SIGNAGE

No notice, sign, advertisement, scenery, fittings or decorations of any kind shall be erected on the building or attached or affixed to the walls, doors or any other portion of the building, fittings or furniture, without prior consent of the Council.

#### 16. DISPUTES

In the event of any dispute or difference arising as to the interpretation of these conditions or of any matter or thing contained therein, the decision of Council thereon shall be final and conclusive.

#### 17. LIMITATIONS OF HIRE

By signing this application, the hirer acknowledges that this agreement specifically relates to the Area Being Hired described in Details of Booking in Schedule 7. If the hirer wishes to hire additional rooms, including for an event that is to be held on the same date and time as the original hire, additional fees must be paid and a separate agreement must be entered into and approved by the Council/Hall Management Committee.

#### 18. COMMUNICATION

All correspondence regarding any issue associated with the hire agreement, including the practical application of the agreement (the Hire itself), is to be between the hirer as mentioned within this application and the Booking person responsible for the building. At no time, except for reasons of absence, emergency or imminent danger, are any persons other than the hirer and Booking person to enter into correspondence of any nature with parties outside of this agreement.

#### **PERSONAL INFORMATION PROTECTION STATEMENT**

*The personal information requested on this form is being collected by the Council for the purpose(s) of processing applications for community hall and / or meeting room hire and will be used for that / those primary purpose(s).*

*The intended recipients of the information are Council Officers, data service providers engaged by Council from time to time / any other agent or contractor of Council. Council may disclose the information to law enforcement agencies, courts and other organisations authorised to collect it.*

***Failure to provide this information will result in your application not being able to be processed.***

*Personal information will be managed in accordance with the Personal Information Protection Act 2004 and you may make application for access or amendment to your information in writing to the General Manager, PO Box 210, Huonville 7109. You may be charged a fee for this service.*