

MEETING ROOMS COMMERCIAL HIRE AGREEMENT 2021

Together, the Devonport City Council and the Devonport Library offer an exceptional meeting room service in the paranable Centre.

The centre features a diverse range of meeting rooms and resources available for community and commercial hire. Rooms are equipped with advanced audio-visual equipment and contemporary furnishings for comfort and functionality.

Rooms are offered for hire on the basis that meetings or events are open to the community (including commercial entities), and promote educational, information, cultural, social or recreational outcomes. Community Users may be prioritised.

Should you require catering for your event, this can be arranged with the centre's catering providers.

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PROCESS TO HIRE

1 Application of hire and confirmation of booking

- 1.1 Bookings must be made using the Room Hire Agreement Form. For regular or recurring bookings, a new hire agreement must be completed each year.
- 1.2 Bookings should be made at least two weeks in advance of the event, or eight weeks in the case of events outside the paranable centre's regular opening hours
- 1.3 The Hirer must nominate a contact person who is over 18 years of age who will be present throughout the event.
- 1.4 A confirmation will be emailed to the Hirer's nominated contact person. Booking is only confirmed when the centre is in receipt of:
 - The signed and completed room hire agreement.
 - A current copy of the Hirer's public liability insurance
- 1.5 A 'community benefit' discount rate is applicable when the Hirer is a not-for-profit organisation. The Hirer may be asked to provide proof of their status for this purpose.

2 Hire costs and payment information

- 2.1 Fees can be payable at the time of the booking, during regular opening hours. Outstanding room hire fees will be invoiced at the end of the month.
- 2.2 Payments can be made at either the Council or Library service points. Please see your invoice for further instructions.

3 Cancellation of booking

- 3.1 The Hirer should notify the paranable centre as soon as possible if they need to cancel or reschedule. Notification of cancellation made **seven (7)** business days or over will not incur a cancellation fee. Any cancellations within **seven (7)** business days prior to the event will be charged at **50 per cent** of the room hire rate. Events that are postponed instead of cancelled will be considered on a case-by-case basis.
- 3.2 All cancellations made by phone must followed up in writing/email.
- 3.3 The Council or Library management reserves priority use of its facilities at all times, and in rare instances may cancel a scheduled booking. They also reserve the right to cancel any booking if the intended use is found to be in conflict with the hire agreement. The Council or Library management, or their respective delegate, is the final authority in granting or refusing permission for the use of the meeting rooms.

4 Access after-hours

- 4.1 If an event is conducted outside the centre's regular opening hours, a responsible person/s attending the event must be familiar with the evacuation and security procedures. This will be issued with the agreement and displayed in each meeting room. If there any costs associated with the use of facilities outside the centre's regular opening hours, this will be charged to the Hirer. This includes centre staff or security services required onsite. Such arrangements must be agreed to prior to booking.

Regular opening hours:

	Monday-Thursday	Friday	Saturday
Devonport Library	8:45am – 5:30pm	8:45am – 6:00pm	9:30am – 12:30pm
Devonport City Council	8:45am – 4:45pm	8:45am – 4:45pm	Closed

4.2 Swipe cards are to be collected from the appropriate service points within regular opening hours. Afterhours access cards must be returned within 48 hours and in a secure manner. The Hirer will be required to meet any costs if cards are not returned or building security is compromised. Card fee is \$25.00.

4.3 If the Hirer over-running stays the centre's regular opening hours, they may be billed for staff attendance or security services.

HIRERS OBLIGATIONS

5 General obligations

5.1 The Hirer is responsible for the set-up and pack-up of furniture required by the Hirer. This **must be included** within the hire times.

5.2 Smoking in any part of the paranable centre site, including the grounds, is prohibited.

6 Furniture and equipment

6.1 Tables and chairs are available at no additional cost. Furniture and equipment specified and available at the time of booking will be provided. Set-up is the responsibility of the Hirer. The Hirer must ensure that furniture and equipment is returned to original locations at the end of the hire period.

6.2 The Aberdeen Room is set up theatre style, additional set up fees may apply should you wish to change this.

6.3 Fixed equipment will be provided as part of the hire fee. Additional fees may be charged for the use of other equipment. The Hirer's requirements should be specified at the time of booking.

6.4 Should Hirer's elect to bring their own audio-visual equipment the centre requires that:

- All equipment is tested and tagged for safety in accordance with legal requirements.
- The Hirer secures all leads to the floor with gaffer tape to prevent trip hazards.
- Equipment must not damage the floors or walls of the centre.

6.5 The Hirer may access the free Wi-Fi provided throughout the paranable centre, however cabled network/internet is not available. Accessing any data ports within the room is strictly prohibited, Users agree they will not connect equipment of any kind to any physical network ports within the building. Users also agree they will not disconnect/re-connect any existing networked equipment within the room, including teleconference units, media gateways, etc. Users agree to only connect audio and video sources via the audio-visual wall grommets that provide direct connection to the screens and audio systems. The centre accepts no responsibility for internet accessibility or liability for the Hirer' equipment.

7 Catering

- 7.1 The use of catering services other than those provided by the paranable centre is prohibited. Food and beverage consumed at functions or in meeting rooms may only be that which the centre has provided.
- 7.2 The final number of attendees attending a function must be notified by 10:00am, **two (2)** business days before the function. This number will be used for catering and billing purposes and no subsequent reduction in numbers will be accepted. Any cancellations within **seven (7)** days prior to the event will be charged at the full catering charge. Invoicing for all catering services will be issued by the Devonport City Council.
- 7.3 The paranable centre is a fully-licensed venue. If you wish to serve alcohol at your event, please discuss your requirements with the centre's licensee.

8 Licences

- 8.1 The Hirer is responsible for obtaining the relevant licences to cover their use of recorded music and songs, films, and television broadcasts in the paranable centre facilities. Information and licences are available from:

Australasian Performing Right Association (APRA)

16 Mountain St, Ultimo NSW 2007

Locked Bag 5000, Strawberry Hills NSW 2012

02 9935 7900, apra@apra.com.au, <http://www.apra-amcos.com.au>

Phonographic Performance Company of Australia Limited (PPCA)

Level 4, 1117 Buckingham St, Surry Hills, NSW 2010

PO Box Q20, Queen Victoria Building, NSW 1230

02 8569 1100, ppca.mail@ppca.com.au, <http://www.pppca.com.au>

9 Responsible behaviour

- 9.1 It is the Hirer's responsibility to ensure orderly behaviour at the event and adequate supervision. If noise or participant behaviour creates problem for other users, staff or neighbours, the centre reserves the right to call police and/or to immediately terminate the hire. Hire fees will not be refunded in such a circumstance.
- 9.2 The paranable centre is not liable for the loss, destruction or damage of, or to, property belonging to patrons on these premises unless such property has been lodged expressly for safe custody, or has been lost, damaged or destroyed due to negligence or deliberate or reckless act by centre staff.
- 9.3 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.
- 9.4 The Hirer is responsible for leaving the premises in a clean and tidy state and shall immediately deposit all rubbish in the bins provided. Any cost incurred by the centre in cleaning the premises resulting from the condition in which the Hirer left the premises shall be recoverable from the Hirer.

9.5 Due to Responsible Service of Alcohol requirements and the centre's Duty of Care policy, should a patron's behaviour be deemed inappropriate, the event organiser will be required to assist in the prompt resolution of the issue. The centre's Management reserves the right to require a patron to leave the premises.

10 Security and Safety

10.1 The centre may, at its discretion, engage security services for the safety and order of patrons at the Hirer's event and on-charge these costs back to the Hirer. It will be at the centre's discretion as to the number and length of time security staff are required, and may include times prior to, and post event.

10.2 The Hirer shall conform to the requirements of the *Work Health & Safety Act 2012, Local Government Act 1993* or any Regulations made thereunder, and shall be liable for any breach of such Acts or Regulations. All other statutory rules, provisions and regulations of the Government of Australia or State of Tasmania for the time being in force must be complied with by the user and notices given to the proper authorities.

11 Insurance and liability

11.1 The Hirer must hold in respect of each Hire Period a policy of public liability insurance with an insurer (lawfully carrying on insurance business in Australia) for an amount of not less than \$20,000,000.00 unless otherwise negotiated and agreed in writing with management.

11.2 The Hirer indemnifies the Crown, the Secretary of the Department of Education, Devonport City Council, Executive Director Libraries Tasmania and the paranable centre body corporate against all present and future legal liability, claims or proceedings for:

- (a) personal injury to, or death of, a third party;
- (b) either or both loss of, or damage to, property of a third party; and
- (c) financial loss of a third party

arising from, or attributable to, the Hirer's occupation or use of the Facilities or the Hirer's rights and entitlements under this Agreement and be directly related to the negligent acts, errors or omission of the Council.

11.3 The Hirer waives all present and future rights to claim against the Crown, the Secretary of the Department of Education, the Devonport City Council, the Executive Director Libraries Tasmania and the paranable centre body corporate for:

- (a) personal injury to, or death of, the Hirer;
- (b) either or both loss of, or damage to, any of the Hirer's property; and
- (c) financial loss to the Hirer

arising from, or attributable to, the Hirer's occupation or use of the Facilities.

11.4 The indemnities and waiver in clauses -11.2 & 11.3

- (a) do not extend to liability caused by the wrongful (including negligent) act or omission of the Crown in Right of Tasmania, the Secretary of the Department of Education, the Devonport City Council, the Executive Director Libraries Tasmania and the paranable centre body corporate
- (b) are continuing obligations of the Hirer, separate and independent from any other obligations; and
- (c) survive the termination of this Agreement.

If the Hirer is an unincorporated association or other unincorporated body, the responsibility for the observance of the conditions of hire and liability for meeting the costs and expenses of any damage or other expenses rest with the persons signing this Agreement and, in the case of more persons than one, the liability is joint and several.

12 Fees and Charges

Room	Level	Per Hour		Half Day		Full Day	
		Community	Commercial	Community	Commercial	Community	Commercial
Miandetta & Stony Rise*	1	\$6	\$15	\$20	\$45	\$35	\$80
Lillico & Pardoe	2	\$6	\$15	\$20	\$45	\$35	\$80
Eugenana	2	\$10	\$25	\$30	\$70	\$55	\$130
Melrose 1*	1	\$10	\$25	\$30	\$70	\$55	\$130
Melrose 1 & 2 (both)	1	\$20	\$40	\$65	\$165	\$105	\$260
Quoiba	1	\$20	\$40	\$65	\$165	\$105	\$260
Aberdeen*	2	\$40	\$80	\$140	\$280	\$220	\$420

*Additional Fees may apply

Out of Hours AV assistance	\$45 per hour (minimum 2 hours)
Lectern/Microphone	\$35
Roving Microphone	\$35 each
Round table set up	\$50

DETAILS OF HIRER	
DATE OF APPLICATION	
ORGANISATION/BUSINESS NAME	
HIRERS CONTACT DETAILS	Contact Person
	Position
	Postal Address
	Phone
	Mobile
	Email
EVENT CONTACT DETAILS (Conditions of Use Item 3)	Name
	Phone
	Mobile
	Email
INVOICING DETAILS (if different to contact person)	Name
	Title
	Phone
	Mobile
	Email
	Postal Address
DETAILS OF EVENT	
EVENT NAME	
Brief description of event and/or activities	
ROOM/S REQUIRED e.g. Quoiba Room	
EVENT DATE/S	From: To:
EVENT TIMES	Access Time: Start (Including set-up): Finish (including pack-up):
EVENT TITLE (for signage)	
NUMBER OF ATTENDEES	
ADMISSION CHARGED (If Yes provide details)	

Room Set-up requirements	
Do you require Catering? (If Yes provide details including times)	
Audio Visual Requirements	
HIRER PUBLIC LIABILITY INSURANCE (Refer to Terms and Conditions)	
INSURANCE COMPANY	
POLICY NO.	
EXPIRY DATE	
COPY ATTACHED	
HIRER TO COMPLETE I acknowledge having received and read a copy of the hire agreement for the paranable centre meeting rooms. I undertake to be bound by and comply with the agreement in every respect and I further undertake to be responsible for ensuring that all individuals or groups using the premises in association with this application shall apply with the agreement. I confirm that the booking details above are correct.	
Signature:	
Print Name:	Date:
LIBRARIES TASMANIA SITE MANAGER OR DELEGATE TO COMPLETE	
Signature:	Print name: Date:

Personal information will be collected from you for the purpose of hiring a room. We cannot provide this service if you do not provide this information. Your personal information will be used for the primary purpose for which it is collected, and will not be disclosed to others. Personal information will be managed in accordance with the *Personal Information Protection Act 2004*. You can obtain a copy of the Department's Personal Information Protection Policy on request or at

<https://www.education.tas.gov.au/documentcentre/Documents/Personal-Information-Protection-and-Your-Right-to-Information-Policy.pdf>

or

<http://www.devonport.tas.gov.au/files/assets/public/document-resources/council-policies/personal-information-protection-policy.pdf>

AFTER-HOURS EVACUATION PROCEDURES

The organisation hiring the meeting room must designate a person to fill the role of Emergency Warden. The name of the designated person must be recorded below and be provided with the after-hours Action Plan.

Action to be taken by the Warden:

- o Remove yourself and any other group members from the immediate danger area, including the meeting room and toilets.
- o Evacuate through the nearest exit and wait in the designated emergency assembly area.
- o Contact the Tasmania Fire Service on phone 000 or 112 on a mobile phone

When emergency services arrive, identify yourself as the appointed Warden and notify that all persons from your group are accounted for.

Contact the Building Manager on 0420 920 042 (in an emergency only)

Confine (if applicable) fire and smoke by closing doors and windows if safe to do so.

In the event of a fire, the Tasmania Fire Service will contact our security service and will require a senior member of staff to attend.

You may re-enter the building when the Fire Service advises it is safe to do so.

Name of person designated to be Fire Warden.....

for (organisation name).....

OFFICE USE	
HIRE CHARGES (incl. GST @ 10%)	AMOUNT
Room hire fee	\$
Audio visual equipment hire fee	\$
Out of hours staff/security attendance fee	\$
Other fees (specify)	\$
TOTAL	\$