



MOUNT STUART HALL INC

14 Byard St MOUNT STUART, Tas. 7000

ABN: 48 639 071 260

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PRESIDENT: Lynden Howells Ph 6234 1024

SECRETARY: Stewart Gardner Ph 6278 3559

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HALL BOOKING OFFICER: Gwen Vonk Ph 0478 983 624

Mount Stuart Memorial Hall Conditions of Hire (updated 31 December 2020)

Interpretation

Premises: Mount Stuart Memorial Hall (the Hall), 14 Byard Street, Mount Stuart

Hirer: The person or organisation granted a licence to use the Hall or part thereof

Association: Mount Stuart Hall Inc

Committee: The Committee of the Association

Application

The Hirer shall complete a Licence & Bond Agreement on the required form. If the proposed Hirer is an Association or Club, the application must include a personal undertaking from the President and Secretary of the Association or Club. If the proposed Hirer is a Corporation, the personal guarantee of an appropriate person may be required at the discretion of the Association.

Security Bond

The Hirer shall pay a security bond as required by the Hall Booking Officer, which will be refunded provided that all conditions of hire are met.

The bond will be security against damage to the building and any contents and/or any additional cleaning that may be required as a result of the hire and/or outstanding rent.

The hirer shall be liable to pay any further amount more than the bond to meet the full cost of any damage, cleaning, removal or rectification.

Key Bond

The Hirer shall be required to pay a bond of \$50 per key. All keys shall remain the property of the Association. Key bonds will be refunded on return of key(s).

Hire Fees

Hire fees shall be paid to the Association a minimum of seven (7) days in advance of a casual booking. Regular hirers are required to pay in advance at the beginning of each month, quarter or term.

Minimum Hire Period

For hirers with regular bookings, the minimum period of hire at any one time is one hour. For other users, the minimum period of hire is 3 hours at any one time.

Occupancy

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

Cancellation of Booking

The Hirer may cancel a booking by giving a minimum of seven (7) days' notice to the Hall Booking Officer or acting Booking Officer prior to the date of hire. Otherwise, a cancellation fee will apply.

Insurance

It is the responsibility of the hirer to ensure that they have public liability and property insurance relating to their activities. The Association accepts no liability for property of hirers or hall users.

Refusal to Grant Hire

It shall be at the discretion of the Association or a member of its Committee to refuse to grant the hire of any part of the Hall, even where permission has previously been granted and bonds 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.

The hirer also agrees to return any key or keys belonging to the Association.

Noise

The Hall is situated in a **residential neighbourhood** and we wish to maintain a good relationship with our community. Hirers are to ensure that neighbours are not disturbed by loud music, noise, drinking and conversations in the Hall, its grounds and surrounding areas and that Hobart City Council's noise regulations are complied with.

Security

Hirers shall ensure that **appropriate security arrangements** are in place to prevent uninvited persons entering the Hall or to reasonably restrain unruly persons.

If the purpose of hire is for a gathering or celebration, it is a requirement that Tasmania Police be officially notified at least 7 days before the event and a copy provided to the Hall Booking Officer.

Acts & Regulations

The hirer shall comply with all relevant Acts and Regulations including the Public Health Act and those pertaining to Working with Vulnerable People and shall be liable for any breaches.

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 Hall for the duration of the hire period.

The premises shall be left as found (or better), doors locked, lights, heaters and any other electrical appliances turned off.

No breaches 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 Hall or its surrounds.

No Assignment or Transfer

Hirers granted a licence to use the Hall shall not assign and/or transfer the right of use to any other person, organisation or body.

Adult Supervision

Hirers under the age of 18 years must have the Licence & Bond Agreement completed by an adult or adults who will be supervising the function. The person(s) completing the Agreement and whose signature appears on the same is subject to these terms and conditions.

Maximum Numbers of Persons

The maximum number of persons permitted in the Supper Room (downstairs) is 50 people. The maximum number upstairs is 250 people. These limits may be subject to temporary reduction as a result of Council or Government laws or regulations.

Property

The Association, including any Committee members, shall not be liable for any loss, damage or theft sustained by the hirer and/or their guests / members / course participants. This includes any person, persons, firm or organisation entrusted to or supplying any article or thing to the hirer. The hirer hereby indemnifies the Association against any claim by such person, persons, firm or corporation in respect of any loss or damage.

Hirers may store property at the Hall by prior arrangement with the Association, but such arrangement is at the absolute discretion of the Association and may be determined or varied by the Association at any time.

Smoking

Smoking is not permitted in any part of the Hall or within 5 metres of the entrances to the Hall.

Cleanliness

Any spills should be promptly cleaned up. The hirer is responsible for leaving the premises in a clean and tidy state, removing all rubbish, refuse and waste matter and placing them in the appropriate garbage bins. Any costs incurred by the Association in cleaning the premises resulting from the condition in which the hirer left the premises shall be at the expense of the hirer.

Maintenance

The Association is responsible for the ongoing maintenance of the Hall. Any maintenance requirements should be referred to the Hall Booking Officer or the Association. The hirer is not permitted to apply wax, polish, adhesive materials or any other substances to any surfaces unless specific permission is granted by the Association.

Decorations

The hirer shall remove all decorations immediately after the period of use. This includes fixatives that are permitted to be used to attach decorations et cetera. If during the removal of such items any damage is caused to walls or other property, the hirer shall be liable to make good or for the cost of such repairs.

Gambling

No game of chance at which either directly or indirectly money is passed as a prize shall take place in any part of the Hall without the appropriate permits being produced to the Association.

Liquor

The sale of liquor on the premises is not permitted unless the hirer obtains a permit from the Liquor Licensing Commission. The permit must be made available to the Association prior to the event being held.

Performing Rights

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

Changes to Hirers

Hirers shall advise the Association of any changes to addresses and contact details. Hirers who are clubs or associations shall notify the Association of any changes to office bearers.

OneMusic Australia Licence Fees

OneMusic Australia licence fees incurred by the Association as a result of a hirer or hirers hiring part of or all the Hall will be passed onto the hirer or hirers; if more than one on the same day, the licence fees will be apportioned.

Hall Directory

By arrangement with the Association and subject to availability, tenants may advertise their organisation and/or activities on the Hall directory free of charge. The cost of signs, which are of a standard size, is to be borne by each tenant. No other on-site advertising is permitted without the agreement of the Association. Signs remain the property of the tenants but must be removed once the tenancy ceases.

Disputes

In the event of a difference or differences arising as to the interpretation of these conditions, the matter shall be referred to the Association for resolution. The determination of the Association shall be final and conclusive.

Default

In the event of default, the licence for use of the Hall may be terminated at the absolute discretion of the Association and legal proceedings taken to recover any outstanding fees and/or costs and/or damage rectification may be taken against the hirer.