

Banksia Facility Hire - Terms and Conditions

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Wherever appearing in these terms and conditions, and where the context so admits the expression Banksia Facilities Supervisor shall be deemed to include any officer of Latrobe Council appointed to the position of Banksia Facilities Supervisor or their nominee, their servants or agents acting with their authority expressly or implied.

The Banksia Facilities Supervisor grants the hire of its facility subject to the following terms and conditions. The application form and these terms and conditions form the Agreement to hire.

1 Application

The right to use the facilities is subject to the Banksia Facilities Supervisor receiving an application in the required form, signed by the proposed hirer, undertaking to comply with these conditions.

If the proposed hirer is a club, the application must include the personal undertaking by the president and/or secretary of the club.

The Banksia Facilities Supervisor has the right to refuse the hire of a facility in any case and, notwithstanding that permission to hire the premises may have been granted or that these conditions may have been accepted and the fees paid. In this event, the Banksia Facilities Supervisor will direct the return of any fees paid.

2 Limitations and Occupation

The hire of space is limited to the part(s) of the facility as identified, at the times, dates and only for the purposes allowed by this Agreement.

Hire is one off, unless a separate application is made and approved for any hire for occupation or use of the facility outside the times and dates as approved, or for a purpose not identified by this Agreement.

A return hirer does not gain any right to exclusive possession and the Banksia Facilities Supervisor may, at their discretion, allow other individuals and groups to also have use of the facility at the same time it is required by the hirer or otherwise.

The Banksia Facilities Supervisor may direct the hirer to clear space that has been used by the hirer outside this Agreement and this may include removal of goods and chattels of the hirer if considered necessary.

The Banksia Facilities Supervisor reserves the right to cancel the hirer's use of a facility, or to redirect users to an alternate location in the event of:

- The facility being required for an extraordinary function or use.
- Conditions render the facility unsuitable for use; or
- If the insurance and indemnity requirements of this Agreement have not been completed, are inadequate or have lapsed.

The Banksia Facilities Supervisor will not be liable for any loss or damage sustained by the hirer in the event it determines to close a facility to occupation and/or use and has no obligation to provide the hirer with an alternate location.

The right conferred on the hirer under this Agreement cannot be and must not be construed by the hirer as a tenancy.

The hirer cannot assign any right of occupation and use approved under this Agreement to any other person, organisation, or body.

3 Cancellation of Booking

A cancellation fee equivalent to total hire fees may be charged if the hirer cancels a booking within 14 days.

A cancellation fee equivalent to total hire fees and bond, may be charged if the hirer cancels a booking within 7 days prior.

4 Suitability for Use

The Council will take all reasonable measures to ensure the facility is suitable for and remains safe and fit for the approved purpose of use by the hirer.

The hirer must satisfy themselves that the facility is safe and suitable in all respects for the approved purpose. A final decision on whether to proceed to use on EACH occasion is the responsibility of the hirer.

5 Commercial Catering

The hirer is to ensure all persons providing food at this event have a current food licence based on where food is prepared and cooked. If unsure, the hirer is to contact Latrobe Council's Environmental Health Officer.

All food preparation and serving is only to occur in a licensed kitchen area unless approved by the Banksia Facilities Supervisor.

6 Insurance

The hirer shall indemnify and hold harmless the Banksia Facilities Supervisor and Latrobe Council against injury and property damage claims relating to the hire and must provide proof of adequate public liability insurance cover. A copy of the relevant certificate of currency (for insurance coverage) is to be forwarded to the Banksia Facilities Supervisor.

The hirer is responsible for ensuring that all persons using the facility conduct themselves in a manner to ensure that the hirer is not permitting any breach of the conditions of the hire.

The Banksia Facilities Supervisor is responsible for the insurance of its facilities against the usual perils including fire and the hirer shall not do or neglect to do or permit to be done or left undone anything which will affect the Banksia Facilities Supervisor insurance policy or policies relating to fire or public risk in connection with the building and the user hereby further agrees to indemnify Latrobe Council and the Banksia Facilities Supervisor to the extent that such policies are affected through any such act or omission.

7 License and Permissions

The hirer will not permit or allow the following activities without obtaining written approval from the Banksia Facilities Supervisor and providing evidence of licences granted where applicable:

- Gambling at which either directly or indirectly money is passed as a prize; or
- The sale of liquor.

Prior to applying for a special liquor licence permit from the Department of Treasury and Finance, the hirer must seek written permission from the Banksia Facilities Supervisor two (2) weeks prior to the event. There is no guarantee that permission will be given with each application considered on its merits.

The hirer will not permit or allow cigarettes or tobacco related products to be bought, sold, advertised or promoted in any manner within or from the facility.

The hirer is to comply with *Live Performance Award* and the *Copyright Act* for any dramatic, musical or other work performed or produced. The hirer indemnifies the Banksia Facilities Supervisor against any claim for breach of copyright during such hiring, and any costs incurred.

The hirer is to comply in every respect with the law including regulations under the *Food Act 2003* and the *Building Regulations 2016*.

The hirer is to comply in every respect with regulations pertaining to the prevention of overcrowding and/or obstruction of exit and pathway to exits, gangways, passages, corridors or of any part of the building.

7.1 Seating and Hall Capacities

The hirer must ensure that the maximum seating capacity for the facility hired must not be exceeded.

The maximum seating capacity for each facility under normal operating conditions is:

- Banksia Centre
 - Meeting Rooms A & B combined – 80
 - Rubicon Room – 300
 - Stadium - 400
- Camp Banksia
 - Dining Hall – 180
 - Blackwood Cabins – 30
 - Myrtle Cabin – 38
 - Sassafras Cabin – 38

These numbers are a guide only and may change at the direction of the Banksia Facilities Supervisor. The hirer should contact the Banksia Facilities Supervisor to confirm maximum capacity at the time of hiring.

8 Bond

A bond may apply to the hire of a facility depending upon the purpose of hire and intended activities.

A payment of bond may still be required even if the Banksia Facilities Supervisor has waived hire fees and charges.

If the facility is not vacated by the agreed time, the hirer shall be charged additionally for the time used.

9 Cleanliness and Security

The hirer is responsible for leaving the facility clean, tidy and secure immediately after the conclusion of EACH use including:

- Remove all waste from the facility.
- Sweep out all floors, and mop as required.
- Turn off all lights, heaters, and disconnect all appliances from the power supply.
- Ensure that all doors, windows, gates, and the like are closed and securely locked before leaving.
- If keys are issued the hirer must strictly control custody and use of keys issued. (Copies of keys are not to be made);
- If a security system is installed, it is to be rearmed; and

- All costs associated with the removal of waste will be charged at cost to the hirer.

If the facility has a CCTV system installed, the hirer must ensure the system is not tampered with or the view of cameras unreasonably blocked.

10 Electrical Equipment

All electrical equipment brought in for use at the facility must be in good condition and must have a current electrical test tag (AS 3760).

Power outlets are 10amp or 15amp and appliances/or combination of appliances must not exceed the rating of the outlet. (DO NOT USE 10 AMP PLUGS IN 15 AMP OUTLETS OR FORCE 15 AMP PLUGS INTO 10 AMP OUTLETS)

It is recommended that double adaptors/multi plug in power boards and heating appliances are not to be used.

Hirers are not to overload the electrical supply in the facility.

Any costs associated with an electrical call out will be on charged to the hirer at cost and any bond may be called on to pay same.

11 Damage

Without the prior written approval of the Banksia Facilities Supervisor the hirer must not:

- Make modification or improvement to any building, equipment, or any part of the facility.
- Alter, erect or remove any building, structure, equipment, or vegetation.
- Display, affix, paint or exhibit any notice, sign, advertisement, scenery, fittings or decorations of any kind on the building or attached or affixed to the walls, doors or any other portion of the building, fittings or furniture, without prior written consent from the Banksia Facilities Supervisor.

If written consent is given, all articles and property shall be removed by the hirer at the end of the function.

Unless the Banksia Facilities Supervisor has given their consent in writing, the hirer must not permit the use any balls or other sporting equipment in any manner within a facility not suitable for sport and recreation.

The hirer must not damage, deface or use inappropriately any equipment in the facility. The floors, walls, any fittings, or furniture shall not be broken, pierced by nails or screws, marked by Blu-tack, sticky tape or in any other way damaged. For any damage, defect or fault noted on the facility the hirer must:

- Take immediate action to minimise any risk to the health or safety of any person or property in the facility and/or to prevent exposure to the risk, including terminating its use of all or part of the facility as required.
- Report it to the Banksia Facilities Supervisor on the next working day immediately following the use.
- Accept full responsibility for abuse, damage, destruction, or loss of facility property caused by the hirer, except for normal wear and tear.

The Banksia Facilities Supervisor will not be liable for any loss or damage sustained by the hirer or any other person arising from a decision by the hirer not to use or to discontinue its use of all or part of the facility.

11.1 Reporting of Maintenance/Breakdown Issues

If a building fault occurs during the hire period e.g. water, sewerage or electricity failure; the hirer must contact the Banksia Facilities Supervisor or Latrobe Council immediately by phone.

If any repairs or maintenance issues occur, the hirer is to notify the Banksia Facilities Supervisor in writing.

12 Patron and Public Behaviour

The hirer is responsible for the supervision of all people in the facility during the approved period/s of use and is to take appropriate measures for participant and crowd behaviour and control to ensure the safety and security of people and property within and adjacent to the facility.

No obscene or insulting language or disorderly behaviour or damage to property shall be permitted in the venue.

The hirer is to be responsible for full observance of these conditions and for the maintenance and preservation of good order in the building throughout the whole duration of the period of use.

12.1 Subject of Entertainment

The Banksia Facilities Supervisor may require the hirer to submit for approval the subject and program for any entertainment or lecture prior to the use of the facility.

12.2 Smoking

Smoking is not permitted throughout the facility. There is a designated smoking area available on the site.

13 Materials and Equipment of the Hirer

The following remain the responsibility of the hirer and are not the responsibility of the Banksia Facilities Supervisor:

- Personal belongings, money or private property brought onto the facility by any person;
- Equipment and materials owned, purchased or supplied by the hirer and brought onto and/or stored in the facility, other than items deemed to form a fixture or fitting of the facility.

The hirer indemnifies the Banksia Facilities Supervisor against claim for any article or thing being lost, damaged or stolen.

14 Inspections and Access by Banksia Facilities Supervisor

The hirer must provide the Banksia Facilities Supervisor with reasonable access to the facility during the period of hire for examining the condition of the facility or for monitoring the compliance of requirements under this Agreement.

Where required by the Banksia Facilities staff, at their discretion, may personally inspect the facility to ensure compliance with the hire terms and conditions.

In the event of any dispute or difference arising as to the interpretation or compliance of this Agreement, the matter is to be referred to a person nominated by the Banksia Facilities Supervisor, who may be the Manager of Infrastructure and Assets, and the decision of that person shall be final notwithstanding the right of each party for recourse to a process of judicial determination.

15 Emergency Procedures

All persons entering the facility must make themselves aware of the facility's emergency evacuation procedure, emergency exits and assembly areas. Information is posted at the entry to the facility.

The emergency procedure for Banksia is provided in Attachment 1; a Chief Fire Warden must be nominated on the facility hire application.

16 Special Terms and Conditions – COVID-19

The hirer is responsible to ensure physical distancing and hygiene management is undertaken in accordance with government requirements.

Please see www.coronavirus.tas.gov.au for the latest information.

Attachment 1 – Banksia Emergency Procedure

Evacuation planning requirements place an obligation on the building owner to ensure that the principal hirer is made aware of their responsibilities in the event of an emergency. The primary responsibility is to appoint a Chief Warden and other Wardens as required for each event.

Principal Hirer Obligations

The nominated Chief Warden will appoint one or more Wardens from their group to assist during an evacuation. The number of Wardens will depend on how many people attend the event and their individual or group needs.

The Chief Warden shall adequately brief all Wardens on their roles and responsibilities. Wardens shall familiarise themselves with:

- The layout of the building/s and the location of all emergency exits;
- The location of their closest exit and assembly area - Main Car Park (Pitcairn Street) and
- Method of raising the alarm (whistle or shout).

In the event of smoke/ fire or other notification of a fire being given, the nominated Wardens shall take the following actions (vests and hats are located near exit doors of buildings):

Chief Warden Responsibilities (White Vest/Hat)

- Respond and take appropriate control of the situation;
- Ascertain the nature of the emergency and determine the appropriate action **if safe**;
- Initiate evacuation and raise the alarm;
- Ensure that the Tasmania Fire Service is notified - **000**;
- Ensure that the Wardens are notified of the situation;
- **If safe and trained to do so use local fire extinguishers/blankets/hoses;**
- Delegate duties to other persons as required;
- Ensure that the building has been totally evacuated;
- Ensure exits are secured to prevent re-entry to the affected area;
- Monitor the situation and ensure any action taken is recorded and
- Brief the emergency services personnel upon arrival.

Wardens Responsibilities (Red Vest/Hat)

- Commence evacuation if the circumstances warrant it or on notification from the Chief Warden;
- Check to ensure that the relevant emergency service has been notified **000**;
- Check your allocated area and report on any abnormal situation if safe to do so;
- Search all areas to ensure that all persons have been notified and have evacuated if safe to do so;
- Communicate with the Chief Warden and act on their instructions;
- Assist any mobility-impaired person;
- Ensure the orderly flow of persons to the assembly areas;
- Secure exits to prevent re-entry to the affected area;
- Act as leader of groups moving to the nominated assembly area; and
- Confirm that activities have been completed and report back to the Chief Warden or the Senior Emergency Service Officer if the Chief Warden is not contactable.

EMERGENCY ACTION GUIDE

In case of an Emergency DO THIS

EVACUATION

On being given a signal to Evacuate...

1. Follow instructions as directed by a Warden or Staff Member.
2. Leave building via the nearest safe **EXIT**.
3. Proceed to the assembly area and remain there until otherwise advised by a Warden or Fire Officer.

FIRE

1. Assist any person in immediate danger **ONLY** if safe to do so.
2. Check toilets.
3. Close all doors.
4. Call the Fire Brigade on **000**.
5. Attack fire **ONLY** if safe to do so.
6. Evacuate to assembly area.
7. Remain at assembly area until you are accounted for.

Your Assembly Area is:

**Main
Carpark**



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