



# Brighton Council

## Application for hall hire/Rental Agreement - Council Buildings

This agreement is made the ..... day of ..... 20..... Between the Brighton Council hereinafter called "the Council" and

(name/organisation) .....

Of (address).....

(suburb) ..... (postcode) .....

Telephone Business: ..... Private: ..... Mobile: .....

Email: .....

Drivers licence number: .....  Licence sighted

hereinafter called "the hirer".

The Council agrees to rent to the hirer the following property (hereinafter call "the said property")

.....

The term of this agreement will be from ..... am/pm to ..... am/pm

On (date) ..... And will be subject to the following terms:

1. The rental will be \$ ..... Per hour & totalling \$ ..... A casual/individual hirer is also liable to pay a Public Liability Insurance coverage fee as per Council's current fees and charges schedule.
2. Total hire fees of \$ .....
3. The hirer will pay a security bond of \$ ..... which will be refunded in full should the said property be left in an acceptable state of repair and/or keys being returned to Brighton Council.
4. The hirer agrees not to place on the floor any substance or material which will damage or be a nuisance to other hirers.
5. The hirer must not use or allow to be used any smoke machines in the building which may cause fire alarms to be activated, as the alarm activation would necessitate attendance from the fire service. Any costs incurred causing this attendance from the fire service would be the responsibility of the hirer.
6. The hirer is responsible to ensure that all facilities including kitchen and toilets are left in a neat and tidy condition.
7. Smoking is **NOT** permitted in any Council facility/building.
8. The consumption of alcohol is not permitted without the prior consent of the Brighton Council.
9. The hirer is responsible to ensure all lights, heaters; urns etc. are switched off upon exiting the facility.
10. The hirer is to ensure all rubbish is to be placed in the bins provided.
11. The hirer agrees to secure the property and to return all keys to Brighton Council (*if applicable*) as soon as possible following the hiring and will not copy or pass the keys to any other person.

12. Public Liability insurance will be required for all bookings by Clubs/Organisations/Associations. The policy shall be for a **minimum** of ten (10) million dollars and must be in the name of the Hirer and provided at the time of application. **(Please see Insurance below).**

13. The Brighton Council, it's servants and agents accept no liability of whatever description for any injury, death, damage or theft, which may occur in this facility however caused.

14. Hirers are required to at all times, to respect rights of neighbouring residents with regard to noise and therefore, must comply with the *Environmental Management & Pollution Act 1994*.

I "the hirer" hereby agree to all terms of this agreement -

Signature of Hirer:.....Date: .....

Signature on behalf of Brighton Council:.....Date: .....

#### **INSURANCE :**

Is a Public Liability Insurance certificate required? *(if applicable)* Yes/No

Has a copy been provided with this application? Yes/No

**(\*Please note - ALL associations, organizations and/or clubs, a current public liability certificate must be provided upon application)**

**(For all casual hirers, a Hirers Public Liability Insurance fee is applicable).**

#### **DETAILS OF THE FUNCTION:**

Type of Function: .....

Number of People attending: .....

#### **PLEASE NOTE:**

*The maximum occupancy limit (Building Act 2000) for functions in the following Council buildings are:*

- *Brighton Civic Centre, Green Point Road, Bridgewater (Meeting Rooms - 50, Main Hall - 500, Theatrette - 120). Total maximum of 640.*
- *Pontville Hall - Midland Hwy, Pontville - (300)*
- *Old Beach Community Centre - Jetty Rd, Old Beach - (100)*
- *Old Council Chambers - Brighton Rd, Pontville - (100).*

Is the event being held open to the General Public (either by general advertisement or by paid/ticketed admission)?

Yes/No

Is the event going to be attended by 1000 or more people at any one time for a period of 2 hours or longer?

Yes/No

**If yes then a Place of Assembly License is required under the *Public Health Act 1997*, and the application requires assessment by Councils Environmental Health Officer.**

Will any temporary structures be erected at the event?

Yes/No

*'Temporary structure' includes any-*

- (a) Booth, tent or other temporary enclosure, whether or not part of the booth, tent or enclosure is permanent; or*

- (b) Temporary seating structure; or
- (c) Other prescribed structure.

Prescribed temporary structures include: (1) a mobile structure; (2) a temporary bridge; (3) a temporary stage; (4) a temporary platform, and (5) a temporary tower.

If yes a Temporary Occupancy Permit may be required under the *Building Act 2000*, and application to be assessed by Councils Building Compliance Officer.

**Food Production and/or Sales**

Will the kitchen facilities be used? Yes/No

Will you be **selling** food? (Includes food that is provided as part of registration and/or entry fee)  
Yes/No

If you answered YES, it is a legal requirement under Section 84 of the Food Act 2003 to notify Council if you are planning any activity that involves either the handling of food intended for sale or the sale of food. Therefore, it may be necessary to obtain a temporary Food License from Council or provide a copy of your current Food License (if operating on a permanent basis). Please contact Council’s Environmental Health Officer on 6268 7029 to obtain the correct forms & information.

To be completed by the Environmental Health Officer before submitting this application.

**OFFICE USE ONLY**  
**Food License Approved: Yes / No**  
**Environmental Health Officer: .....**      **Date: .....**

Will alcohol be sold to individuals? Yes/No

*If yes, then a Liquor License must be obtained from the Commissioner for Licensing (Ph 6233 2475) or see under the white pages for the Dept of Treasury & Finance for your local contact.*

Has a Liquor License been provided? Yes/No

**DECLARATION**

I .....

hereby make application for the premises set out in the Schedule to this application for the day and times specified in the Schedule and I acknowledge having received and read a copy of the Conditions of Hall Hire and undertake to be bound by and comply with these Conditions 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 comply with the Conditions.

**Signature: .....**      **Date: .....**

**PLEASE RETURN ALL FORMS TO :-**

BRIGHTON COUNCIL  
 (Attention - Hall Bookings)

1 Tivoli Road  
Old Beach TAS 7017

Fax: (03) 6268 7013

For further information, Council Services Officer on (03) 6268 7035.

**OFFICE USE ONLY**

Hire fees paid:	Yes/No/NA	Amount: \$.....	Inv. Date	__/__/__
Security Bond paid:	Yes/No/NA			
Key deposit paid:	Yes/No/NA			
Public Liability Insurance provided	Yes/No/NA/Paid			
Food licence EHO assessed	Yes/No/NA	assessed by EHO		
POA application EHO assessed	Yes/No/NA			
Building Control Officer assessed	Yes/No/NA			
Liquor licence provided	Yes/No/NA			
Event approved	Yes/No/NA			

Notes:.....  
.....

Signature of Council Officer: .....

Date of approval: \_\_/\_\_/\_\_