

# COMMERCIAL VENUE HIRE AGREEMENT 2023/24

## THE SCHEDULE: HIRERS DETAILS

ITEM	DETAIL	
DATE OF APPLICATION		
ORGANISATION/BUSINESS NAME		
ABN (if applicable)		
HIRERS CONTACT DETAILS	Name	
	Position/Title	
	Phone	
	Mobile	
	Email	
	Postal Address	
SECONDARY CONTACT DETAILS	Name	
	Phone	
	Email	
	Postal Address	
INVOICING DETAILS (if different to contact person)	Name	
	Title	
	Phone	
	Mobile	
	Email	
	Postal Address	
Booking Number (office use only)		

### HIRING DETAILS

ITEM	DETAILS
VENUE NAME	paranable convention centre
VENUE ADDRESS:	137 Rooke Street
LOCATION:	Devonport Tasmania 7310
EVENT NAME:	
EVENT DATE/S	From: To:
EVENT TIMES	Room Access Time: from _____ to _____ Event Start Time: Event Finish Time:
NAME OF ROOM/S REQUIRED	
EVENT TITLE (for signage)	
NUMBER OF ATTENDEES	
TYPE OF EVENT	
PROGRAM DETAILS/RUNNING SHEET (please attach)	
DEPOSIT AMOUNT	\$500.00
<b>PUBLIC LIABILITY INSURANCE</b> (min \$20M required PLEASE ATTACH COPY)	
INSURANCE COMPANY:	
POLICY No:	
EXPIRY DATE:	
AMOUNT INSURED FOR:	
BANK DETAILS: (for Reconciliation if applicable)	ACCOUNT NAME: BANK: BRANCH: BSB ACCOUNT NO:

**THIS AGREEMENT IS MADE BETWEEN:**

THE DEVONPORT CITY COUNCIL (hereinafter called "the Council") by the paranable convention Manager (hereinafter called "the Manager") of the one part

And

the HIRER named in The Schedule (hereinafter called "the Hirer") of the other part.

The paranable convention centre is a professionally staffed and administered venue, own and operated by Devonport City Council. The Council grants hire of the Centre subject to the following conditions:

WHEREBY IT IS AGREED AS FOLLOWS:

**1. DEFINITIONS**

In this Agreement unless the context otherwise requires, the following expressions shall have the meanings hereby assigned to them:

- 1.1 "The Centre" means the paranable convention centre space located within the paranable centre.
- 1.2 "Manager" shall mean the Manager of the Centre and shall include any person appointed to act in their absence.
- 1.3 "These conditions", "conditions of use" shall mean all the details relating to use of the Centre as set out in this Agreement.
- 1.4 "Term" means the term of the hire from the Start Date to the End Date.

**2. PERMISSION TO OCCUPY**

- 2.1. The hirer shall only be entitled to use of the particular part or parts of the building hired on the date set out in the schedule to the application and Council reserves the right to permit any other portion of the building to be hired for any other purpose at the same time.
- 2.2. The right conferred on the Hirer shall be a permission to occupy 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 casual use of the premises.
- 2.3. The Manager, and any employee of the Centre whom the Manager may appoint, shall always be entitled to free access to any and every part of the Centre.
- 2.4. Sound checks or other activities that may interfere with other events should be negotiated with the Manager regarding timing.
- 2.5. Hirers must remove all personal/company belongings at the conclusion of the event unless alternative arrangements have been made with the Manager.

**3. FREE ACCESS**

The Manager, and any employee of the Centre whom the Manager may appoint, shall always be entitled to free access to any and every part of the Centre.

**4. SUB-LETTING**

No portion of the Centre used shall be sub-let or any tenancy transferred or assigned without written consent of The Manager

**5. REFUSAL TO LET**

It shall be at the discretion of The Manager to refuse to hire the Centre in any case and notwithstanding that the Manager may have agreed to the hiring of the Centre or that these conditions may have been accepted and signed and the rent and deposit paid, the Centre Management shall have full power, if it sees fit, to cancel the hire and direct the return of the fees and deposit so paid and the hirer hereby agrees to accept the same and to 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.

## **6. CONFIRMATION**

6.1. The booking is only confirmed when the Council is in receipt of:

- Signed and completed hire agreement
- A current copy of the hirer's public liability Insurance
- A deposit of \$500.00 within **two (2)** weeks of the venue hire request being made

A 'community' 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.

## **7. CATERING DETAILS AND FINAL NUMBERS**

- 7.1. The use of catering services other than those provided by the paranable convention centre is prohibited. Food and beverage consumed at any meeting space may only be that of which the centre has provided.
- 7.2. Final catering details and numbers for corporate events MUST be confirmed five (5) working days prior to the event.
- 7.3. Private functions and Weddings must provide final catering numbers fourteen (14) days prior to the event.

## **8. DEPOSIT AND CHARGES**

- 8.1. A non-refundable deposit of \$500.00 as set out in the conditions shall be paid when signing this agreement or no later than two months prior to the engagement as a guarantee of fulfilment of these conditions and as security against damage to the centre and/or any fittings and furnishings contained therein and for any abnormal cleaning of the portion of the Centre used by the hirer.
- 8.2. The charges payable by the hirer shall be in accordance with the charges current at the time of making this agreement and must be paid within 14 days of receipt of receiving an invoice.
- 8.3. Should the conditions of use set out in this agreement not be fulfilled by the hirer, the deposit shall be forfeited to and become the property of Council as liquidated damages. If there has been no breach of the conditions or abnormal cleaning undertaken, then the deposit will be refunded.

## **9. CANCELLATIONS AND POSTPONEMENTS**

- 9.1. In the event of cancellation by the hirer for any reason, notice of such cancellation shall be received by the Manager at least fourteen (14) days in advance.
- 9.2. Cancellation less than fourteen (14) days will forfeit the deposit paid.
- 9.3. Cancellation less than five (5) business days shall be subject to 50 per cent of the room hire fees and food and beverage charges.
- 9.4. All cancellations made within three (3) days will incur 50 per cent of the room hire and audio visual and 100 per cent food & beverage charges.
- 9.5. Events that are postponed, instead of cancelled will be dealt with on a case by case basis.
- 9.6. All cancellations MUST be made in writing/email to the Manager.
- 9.7. In the event of a local COVID lockdown, the venue will refund the deposit paid and venue charges will be forfeited with 48 hours' notice. If a cancellation occurs within 3 business days, catering will be charged at 50%. (Catering products will be ordered ready for preparation prior to the 3 days).

## **10. PAYMENTS**

- 10.1. Corporate accounts are payable 30 days after receipt of the invoice from Devonport City Council. Future bookings may be refused to any companies, special interest groups, community groups or individuals who fail to pay outstanding accounts promptly on request.

10.2. Private functions and Weddings are to be fully paid fourteen (14) days prior to the event.

**11. DISPUTES**

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

**12. FOOD AND BEVERAGE SERVICE**

- 12.1. The paranable convention centre reserves all rights to supply and serve liquor, food and any other consumable items.
- 12.2. The Centre is a fully licenced premise and operates under the Liquor Licensing Act 1990. All beverage consumed during an event must, under State Licensing, be supplied by the Council, and may not be bought in from external sources. Any patron supplying their own alcohol at an event will be required to leave the premises.
- 12.3. The Council is required by law to practice Responsible Service of Alcohol and reserves the right to "slow down" or refuse service to patrons. Should this be necessary the hirer will be informed.

**13. AUDIO VISUAL EQUIPMENT**

- 13.1. The Centre has a range of audio-visual equipment. The hirers are required to inform the venue Technician of audio-visual requirements at least five (5) working days prior to the event.
- 13.2. Should hirers elect to bring their own audio-visual equipment (with permission from the Technical Operation Coordinator), Council requires that:
- 13.3. All equipment is tested and tagged for safety as per legal requirements.
- 13.4. All equipment is installed as per the Venue's Safe Operating Procedures and under the direction of the duty technician.
- 13.5. Equipment must not damage the floors or walls of the Centre.
- 13.6. The hirers inform the Council of any tables or furniture requirements for the hirer's AV equipment at least five (5) days prior to the event.
- 13.7. The AV equipment and set up must be inspected by the duty Technician prior to the hirers event.
- 13.8. Only persons approved by the Technical Operation Coordinator are permitted to operate the electrical services, including lighting and sound equipment. The hirer is responsible for the payment of the services of qualified electricians or operators if so directed by the Technical Operation Coordinator.
- 13.9. Explosives or flammable liquids are not to be brought into or used in the Centre by Hirer.

**14. LIABILITY AND INSURANCE**

14.1. The hirer shall take out and keep current during the period of hire a liability insurance policy in a form approved by the Council insuring for a sum of not less than **twenty (20)** million dollars the hirer against all actions, costs, claims, charges, expenses and damages whatsoever which may be brought or made or claimed against the hirer arising out of or in relation to the hiring arrangement. The policy must also confirm that the insurance cover includes the indemnity required to be given by the hirer as part of this Agreement. Proof of this policy must be obtained by way of a Certificate of Currency that must be attached to this Agreement, and form part of the Agreement.

14.2. Private functions and Weddings

The Devonport City Council provides legal liability insurance cover for private functions not otherwise insured. There is an excess of \$1500 attached to any claim, the payment of which is the responsibility of the Hirer. Further information is available from the Devonport City Council.

14.3. The Hirer indemnifies the Crown, Devonport City Council, 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.

10.4 The Hirer waives all present and future rights to claim against the Crown, the Devonport City Council, 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.

14.4. The indemnities and waiver in clauses – 10.3 & 10.4

- (a) do not extend to liability caused by the wrongful (including negligent) act or omission of the Crown in Right of Tasmania, the Devonport City Council, 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.

## **15. DAMAGE, CLEANILNESS AND THEFT**

- 15.1. The paranable convention 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.
- 15.2. The floors, walls, curtains or any other part of the building or any fittings or furniture shall not be broken, pierced or in any other way damaged.
- 15.3. The Hirer shall accept full financial responsibility for damage to Council property except for normal wear and tear.
- 15.4. 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 from the Manager.
- 15.5. 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 the Centre in cleaning the premises resulting from the condition in which the hirer left the premises shall be recoverable from the hirer. Food waste from catering services will be disposed of by the catering contractor.
- 15.6. Items that have not been collected after the event will be disposed of within 14 days.
- 15.7. All public areas and function rooms are non-smoking.
- 15.8. 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, form or corporation in respect of any such article or thing.

## **16. SECURITY**

The Centre may, at its discretion, engage security services for the safety and order of patrons at the hirer's event and 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.

#### **17. BEHAVIOUR**

Due to Responsible Service of Alcohol and Council's Duty of Care policy, in the event that a patron's behaviour is deemed inappropriate, Council require the event organiser to assist in the prompt resolution of this issue. The Council reserves the right to request a patron to leave the premises.

#### **18. ACTS AND REGULATIONS**

The hirer shall conform to the requirements of the Work, Health and Safety Act 2012 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.

#### **19. STAFF**

- 19.1. The hirer shall utilise the services of the staff normally engaged by the Manager. Note that minimum staffing requirements apply.
- 19.2. The hirer acknowledges that to ensure the smooth operation of front of house activities, FOH manager must be present at all times.
- 19.3. For safety reasons, whenever there is an audience in the centre, a minimum of four ushers must be on duty. Additionally, the head technician must be present during public performances, conferences and all other times including set up and pack down.
- 19.4. Depending on the requirements of the show, additional technicians may be required. The cost of these services will be charged to the Hirer. Under certain circumstances overtime rates may be applicable. These charges are listed in Council's Annual Fees & Charges Schedule.

#### **20. DELIVERIES**

Equipment, or training manuals delivered for a function must be directed to the attention of the Function Administrator and the function name and date clearly stated. Equipment or training manuals delivered prior to the start of the function cannot be stored unless prior arrangements have been made. A holding fee of \$8 per carton per day will apply.

#### **21. EMERGENCY EVACUATION**

The Hirer must designate a person to fill the role of Emergency Warden. The name of the designed person must be recorded and will be provided with an Action Plan. A senior member of staff will be present and will greet emergency services on arrival.

Actions to be taken by the Warden:

- Remove yourself and other delegates/participants from the immediate danger area, including the convention centre and toilets.
- Evacuate through the nearest exit and wait in the designated emergency assembly area.

#### **22. SMOKING**

A smoking area is limited to southern end of balcony for convention centre patrons only during events. There is no smoking in market square or throughout the paranable centre.

#### **23. CAMERAS AND RECORDING DEVICES**

No still cameras, video cameras, sound recorders or any other recording device shall be used within the Centre, without consent of the Manager.

#### **24. PERFORMING RIGHTS**

- 24.1. In the case of a dramatic play or concert, the hirer shall not produce or perform or permit to be produced or performed, any dramatic or musical works in infringement of the copyright or performing rights of any owner of such right or rights, and the hirer hereby indemnifies the Centre against any claim for breach of copyright in connection therewith.

24.2. The Hirer must arrange all necessary copyright licenses for the performance. The Centre takes no responsibility for the obtaining of copyright permissions, or payment of fees or fines, relating to the performance.

**25. BREACH**

If the term of this Agreement is breached, the Centre may (beside any other remedy available) cancel the Licence, keep the deposit and sue the Hirer for damages.

**26. GENERAL**

- 26.1. Void, voidable and illegal terms may be severed from this Agreement. This clause has no effect if the severance alters the basic nature of this Agreement or is contrary to public policy.
- 26.2. The Centre shall not be responsible for, or incur any liability in respect of, any loss occasioned to the hirer through accident of any kind or failure of the electric plant or other facilities or any other case.
- 26.3. Any activity of any kind in the Centre shall be subject to this Agreement, and the hirer shall be deemed to be aware of all conditions contained in this Agreement.
- 26.4. Notices to be given under this Agreement must be in writing and sent by Mail or Email to the relevant address or other address subsequently notified.
- 26.5. Nothing in the Agreement shall be interpreted as constituting a partnership between parties or shall render them liable to, or for debts and/or liabilities of the other

**27. JURISDICTION**

This agreement is between Devonport City Council, trading as the paranable convention centre, and the hirer, as detailed in the Schedule attached, for the hire of the convention centre at the paranable centre over the term as detailed in the Schedule and is subject to the terms and conditions as set out in any other annexure to this agreement

**SIGNED** for and on behalf of **The Devonport City Council**  
**(ABN: 47 611 446 016)**



Felicity Duff – Function and Event Coordinator

\_\_\_\_\_  
DATE

**SIGNED** for and on behalf of the **HIRER**

\_\_\_\_\_  
Signature of Authorised Person

\_\_\_\_\_  
Office held

\_\_\_\_\_  
Name of authorised person (BLOCK LETTERS)

\_\_\_\_\_  
Date



## SCHEDULE OF FEES AND CHARGES

### VENUE FEES

The following list has been compiled to give details of charges and conditions regarding the proposed hire of the paranable convention centre. Prices subject to change without notice. Prices are GST inclusive. The GST component will be specified on invoice. Other charges may apply when requirements known.

### DEPOSIT

For all hirers, a deposit of \$500.00 will be required upon signing of contract.

### SEATING CAPACITY

Maximum Seating Capacity is 800.

VENUE HIRE	MON-FRI	HALF DAY (4 HOURS MON-FRI)	SAT	SUN	PUBLIC HOLIDAY	ADDITIONAL HOURS
<b>paranable convention centre</b> (room 1, 2, 3 and foyer)	\$1,985.00		\$2,480.00	\$2,975.00	POA	\$220 PER HOUR
<b>Torquay Room</b> (eastern, water views)	\$690.00	\$460.00	\$860.00	\$1035.00	POA	\$130 PER HOUR
<b>Mersey Room</b> (middle)	\$690.00	\$460.00	\$860.00	\$1035.00	POA	\$130 PER HOUR
<b>Formby Room</b> (western, access to foyer)	\$690.00	\$460.00	\$860.00	\$1035.00	POA	\$130 PER HOUR
<b>Foyer</b> (paranable convention centre)	\$180.00		\$225.00	\$270.00	POA	
BREAKOUT ROOMS	FULL DAY	HALF DAY	PER HOUR			
<b>Aberdeen Room</b> (Level 2)	\$460.00	\$310.00	\$90.00			
<b>Quoiba Room</b> (Level 1)	\$290.00	\$185.00	\$50.00			
<b>Eugenana Room</b> (Level 2)	\$140.00	\$80.00	\$25.00			
<b>Lillico/Pardoe Room</b> (Level 2)	\$90.00	\$45.00	\$15.00			

### Standard Inclusions:

- ❖ Up to 10 hours hire only (additional hourly rate applied thereafter)
- ❖ Standard venue set-up / pack down (seating and table set-up)
- ❖ Basic talk back PA system, and static lighting
- ❖ Staging (4m x 2m) if required
- ❖ Wi-fi for the hirer
- ❖ Supervision of 1 staff member

## STAFFING RATES

- ❖ Staff will be rostered as deemed appropriate by the Manager for the purposes of safety, security and the effective use of the venue's equipment.
- ❖ Normal time is defined as Monday through Friday 7am – 12 midnight.
- ❖ Overtime is defined as Midnight - 7am and all-day Saturday, Sunday and public holidays.
- ❖ Staff must receive a 10-hour break between finishing work on one day and commencing work on the next day.
- ❖ Both Technical and FOH staff are entitled to a meal break of at least 30 minutes after 5 hours continuous work. Hirers who fail to schedule appropriate breaks will be liable for any penalties paid to staff.

Event - Staffing Requirements Per hour	Minimum Call	Mon-Fri	Saturday	Sunday	PH
Technical Assistance	3 Hours	\$60	\$90	\$90	\$150
Security	POA				

## ADDITIONAL CHARGES

Set-up Charges	Per item, per day of use	✓ Required	Quantity
Set up/pack down – half day hire (4hrs)	\$300		
Set up/pack down – full day hire (10hrs)	\$600		
Linen Charges	Per item, per day of use	Required	Quantity
Table Clothes – Black or White Additional charge if requested for conferences, cocktail parties or standing events (No charge for seated dinner, lunch or breakfast events)	\$16		
Linen Napkins – Large selection of colours available (Paper napkins supplied at no charge)	\$1.10		
AV/Audio/Lighting	Per item, per day of use	✓ Required	Quantity
LED Panel Screen 4m x 3m (40 panels) one room	\$450		
LED Panel Screen 6m x 3.5m (84 panels)	\$1600		
Laptop	No Charge with Screen hire		
Additional Laptops	\$30		
Staging – additional sections	\$25 per panel		
Staging – Variation to height and additional sections	POA		

Lighting packages	From \$200		
Radio Mic (Lapel or Hand Held)	\$40		
Lectern & Microphone	\$25		
Cabled desk microphone	\$25		
Wired desk microphones	\$35		
Vision Mixer	\$450		
LED TV Screen hire 55" - 75" with Stand	\$150		
Camera	\$150 per plus operator		
Wireless conference microphone system	POA		
Live Stream including operator – Half day	POA		
Live Stream including operator – Full day	POA		
Recording of Event	POA		
Online presenter meeting (one way)	\$250		
<b>Additional Equipment/Items</b>	<b>Per item, per day of use</b>	<b>✓ Required</b>	<b>Quantity</b>
Whiteboard	\$25		
Flip Chart	\$20		
Flip Chart with paper	\$60		
Piano Hire	\$275		
Piano Tune	At Cost + 10%		
Catering	POA		
Linen (table skirting included)	\$14		
<b>PA Charges</b>	<b>Per item, per day of use</b>	<b>✓ Required</b>	<b>Quantity</b>
PA Mixing desk, microphones, stand and leads	\$550		
Small PA with lectern/Microphone	\$150		
NEXO PA (high quality PA)	\$350		
<b>Delivery Charges</b>			
<ul style="list-style-type: none"> <li>Deliveries will only be accepted 3 days prior to your event or storage charges will apply.</li> <li>Boxes left at the venue must have a con note attached with details of pick up.</li> <li>PCC do not take responsibility for freight charges</li> </ul>			
Acceptance of delivery	\$50.00		
Storage of boxes over 3 days	\$20 per box		
Administration Charge – if staff are required to print and attached con notes	\$50.00		

- ✓ For further assistance related to technical requirements please contact Matt Groom on 0417 341 377 to obtain a quote
- ✓ Any additional production - cost + 10%

**SEATING CONFIGURATION**

✓ Please tick the appropriate setup

ROOM/SPACE	SEATING CONFIGURATION							
	THEATRE	CLASSROOM	BANQUET	CABARET	COCKTAIL	EXHIBITION	U-SHAPE	BOARDROOM
<b>CONVENTION CENTRE SPACES</b>								
Torquay Room								
Mersey Room								
Formby Room								
Aberdeen Room								
<b>ARTS CENTRE</b>								
Town Hall Theatre		-	-	-	-	-	-	-
Creative Space	-		-	-	-	-		
<b>ART GALLERY</b>								
Main Gallery	-	-	-	-		-	-	-

**ADDITIONAL ROOM SET UP REQUIRMENTS** (PLEASE SPECIFY OR ATTACH FLOOR PLAN)

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**CATERING REQUIREMENTS**

DETAILS (please specify)	MENU SELECTION OR CHEFS CHOICE	TIME REQUIRED
e.g. Morning Tea	Biscuits/Chocolate Cake	10:30AM

➤ Please contact the Functions team for menu options on 03 6420 2915 or email [functions@devonport.tas.gov.au](mailto:functions@devonport.tas.gov.au)

**ADDITIONAL DOCUMENTATION**

Please note you may be asked for additional documentation, but not limited to:

- Full event details and timing
- Room layouts and stage plans
- Full details of technical requirements
- Copies of Licences and permits relevant to your event