

Room Hire at LINC Tasmania - Community Users

LINC Tasmania promotes lifelong learning opportunities in welcoming and supportive environments. As part of the Department of Education, urban and regional LINC sites serve as community hubs and are designed to provide increased access to education and training.

LINC Tasmania sites support community learning by providing meeting rooms and facilities at affordable cost.

Rooms are offered for hire on the basis that meetings or events are open to the community, and promote educational, information, cultural, social or recreational outcomes. They are not generally available for conducting a business.

Hirers have access to the site's toilet facilities, and normally to any kitchen facilities at the site. Tables and chairs are provided; IT and audio-visual equipment may also be available for hire.

Terms and Conditions of Use

A Bookings and payment

1. Bookings must be made using the Room Hire Agreement form.
2. Where possible, bookings should be made at least two weeks in advance of the event, or eight weeks in the case of events outside LINC regular opening hours. The hire fee is payable at the time of booking.
3. The Hirer must nominate a contact person who is over 18 years of age and will be present throughout the event.
4. A confirmation will be provided to the Hirer's nominated contact person, email is the preferred option.
5. A community rate is applicable where the Hirer is a not-for-profit organisation or a body incorporated under the Associations Act 1964. The Hirer may be asked to provide proof of their status for this purpose.
6. The Hirer should notify the LINC site as soon as possible if they need to cancel or reschedule. Fees paid at the time of booking will not be reimbursed within 48 hours of the event

7. The LINC Manager's approval must be obtained in advance if admission is to be charged to attendees, alcohol is to be served and/or items offered for sale. Alcohol must not be served to people under the age of 18 years. Any required permits or licenses and all associated risks will be the responsibility of the Hirer.
8. Any costs associated with the use of facilities outside site opening hours will be charged to the Hirer. This may include LINC Tasmania staff or security services required onsite. Such arrangements must be agreed prior to booking.
9. The Hirer over-running a booking beyond LINC opening hours may be billed for staff attendance or security services.
10. The LINC Tasmania reserves priority use of its facilities at all times, and in rare instances may cancel a scheduled booking. The LINC site reserves the right to cancel any booking if the intended use is found to be in conflict with the Conditions of Use. The LINC Manager or their delegate is the final authority in granting or refusing permission for the use of meeting rooms.

B Facilities and equipment

11. Access to kitchen facilities is included in meeting room charges; The Hirer must provide their own supplies (tea, coffee, milk, sugar etc).
12. 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.
13. 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.
14. The Hirer must ensure that the room is left clean and tidy and that any damage or spills are reported to the site Manager. The cost of additional cleaning or repairs to damage resulting from the use will be charged to the Hirer.

B. Facilities and equipment (continued)

15. Keys must be returned promptly and in a secure manner. The Hirer will be required to meet any costs incurred if keys are lost or building security is compromised.
16. The Hirer requiring internet where no wireless access is provided, may hire a networked LINC Tasmania computer. The LINC accepts no responsibility for internet accessibility or liability for the Hirer's equipment.
17. The Hirer is responsible for obtaining the relevant licences to cover their use of recorded music and songs, films, and television broadcasts in LINC Tasmania 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.pcca.com.au>

C. Responsible behaviour

18. It is the Hirer's responsibility to ensure orderly behaviour at the event and adequate supervision. If noise or participant behaviour creates a problem for users, staff or neighbours, LINC Tasmania reserves the right to call police and/or to immediately terminate the hire. Hire fees will not be refunded in such a circumstance.
19. The Hirer may arrange their own event catering on the understanding that kitchen facilities may be limited, may be shared with other users, and may be unavailable on occasions. The Hirer must ensure that kitchen facilities and all equipment are left clean and in good condition, otherwise additional cleaning or replacement charges may be incurred. It is the Hirer's responsibility to ensure that caterers are aware of the Conditions of Use and that all catering arrangements comply with food safety regulations.
20. Smoking in any part of the LINC site, including the grounds, is prohibited.

D. Insurance and liability

21. The Department of Education provides legal liability insurance cover through its Community Insurance Scheme for hirers of its facilities. Cover is provided for individuals and community groups and organisations (incorporated or unincorporated) 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 LINC site manager in the first instance.
22. The Hirer indemnifies the Crown, the Secretary of the Department of Education, the Director of LINC Tasmania and the LINC Tasmania site 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.
23. The Hirer waives all present and future rights to claim against the Crown, the Secretary of the Department of Education, the Director of LINC Tasmania and the LINC Tasmania site 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.
24. The indemnities and waiver in clauses 22 and 23
 - (a) do not extend to liability caused by the wrongful (including negligent) act or omission of the Crown in Right of Tasmania, the the Secretary of the Department of Education, the Director of LINC Tasmania and the LINC Tasmania site
 - (b) are continuing obligations of the Hirer, separate and independent from any other obligations; and
 - (c) survive the termination of this Agreement;
25. 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 or other expenses rest with the person or persons signing this Agreement and in the case of more persons than one, the liability is joint and several."

Room Hire Agreement - Community Users

| DETAILS OF HIRER | | | |
|---|--|--|--|
| Organisation: | | | |
| Correspondence Address: | | | |
| Contact person: | | Position: | |
| Phone: | | Email: | |
| Event contact person (Conditions of Use item 3): | | | |
| <input type="checkbox"/> Phone: | | <input type="checkbox"/> Mobile: | Email: |
| <i>Please tick preferred contact number</i> | | | |
| DETAILS OF EVENT | | | |
| LINC Tasmania location: | | | |
| Please indicate the risk level associated with your room hire: <input type="checkbox"/> low <input type="checkbox"/> medium <input type="checkbox"/> high <i>(further details may be requested)</i> | | | |
| Title of event: | | | |
| Brief description of event and/or activities: | | | |
| Room/s required: | | | |
| Date/s required: | | | |
| Booking start time: (including set-up) | | Booking finish time: (including pack-up) | |
| Expected number of attendees: | Admission charged: <input type="checkbox"/> Yes: \$..... <input type="checkbox"/> No | Access to kitchen required? <input type="checkbox"/> Yes <input type="checkbox"/> No | Alcohol to be served? <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Number or Seats:..... | Number of Tables:..... | Data Projector: Yes/No | Laptop: Yes/No |
| Other Requirements: | | | |
| a) Application for community rate: <input type="checkbox"/> Yes <input type="checkbox"/> No | | b) Hirer has public liability insurance : <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| <p>a) If Yes, applicants may be asked to prove their non-profit status as defined by the ATO – https://www.ato.gov.au/non-profit</p> <p>b) If No, covered by the Department of Education, see item D21 under Terms and Conditions of Use.</p> | | | |

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| HIRER TO COMPLETE | | | |
| We apply for use of LINC Tasmania facilities as described above, and have understood, and agree to abide by, the Conditions of Use. | | | |
| Signature: | | Print name: | Date: |
| LINC TASMANAIA 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>

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| FIRE ALARM PROCEDURES – OUTSIDE NORMAL OPENING HOURS: |
| The organisation hiring the meeting room must designate a person to fill the role of Fire Warden. The name of the designated person must be recorded below. |
| In the event of fire alarm and/or fire that person must wear the red Warden hat provided. |
| Action to be taken by the Warden when fire discovered (R-A-C-E): |
| R Remove yourself and others from the immediate danger area, including meeting room, kitchen and toilets |
| A Contact the Tasmania Fire Service. Break the glass on the emergency fire panel or phone 000. |
| C Confine (if applicable) fire and smoke by closing doors and windows if safe to do so. |
| E Extinguish fire by operating portable fire fighting equipment if appropriately trained and it is safe to do so. |
| Should an alarm occur while a meeting is in progress after hours, all members of the public are to exit the building. The Fire Warden is to check that all meeting rooms, toilets and the kitchen are vacated. |
| In the event of a fire the Tasmania Fire Service will contact our security service and 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 | |
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| 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 | \$ |