

## **CONDITIONS OF HIRE of CAMP BANKSIA**

Camp Banksia is managed by The Camp Banksia Controlling Authority (a controlling authority of the Latrobe Council, ABN 95 331 358 491). The Camp Banksia Controlling Authority (the "Authority") grants the hire of Camp Banksia subject to the following conditions:

### **1. APPLICATION**

The right to use Camp Banksia is subject to "the Authority" 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 signed by the President and Secretary of the club.

### **2. HIRE FEES**

Hire fees shall be in accordance with the Schedule prepared by "the Authority" from time to time. An invoice will be issued on completion of the camp. The hirer agrees to pay the invoiced amount within the trading terms specified. Late payment will attract interest at the current bank overdraft rate.

### **3. DEPOSIT**

A deposit equal to 10% of the estimated value of the booking shall be paid at the time of booking. Please make cheques payable to "Latrobe Council".

### **4. CANCELLATION OF BOOKING & MINIMUM CHARGEABLE FEE**

A minimum chargeable fee applies to all bookings and is time dependant with respect to notification of final numbers. The fee is based on the estimated charge for the group at the time of booking (or time of adjusting the booked numbers at a later time, within a specified time slot). A minimum fee is the amount to be paid regardless of the number of people attending the camp and also applies to bookings that are cancelled. Prior to 16 weeks before the camp there is no cancellation fee or minimum fee. At 16 weeks prior to camp date the min fee is 50%, at 8 weeks it is 60%, at 4 weeks it is 70%, at 2 weeks it is 80% and at 1 week it is 90%. Prior to each of these time points (8, 4, 2 & 1 week) the booked numbers may be adjusted down without penalty (but not below the previous min. level). This means that as the date of booking approaches, the booked numbers must be progressively adjusted closer to the expected actual minimum numbers. This provides flexibility for organisers as well as certainty for Camp Banksia operators. It is up to the group organiser to keep camp management informed of the status of the minimum booked numbers.

### **5. INSURANCE**

- a. The hirer shall not do or neglect to do or permit to be done or left undone anything which will affect the Latrobe Council's insurance policy or policies relating to fire or public risk in connection with the grounds. The user hereby agrees to indemnify the Council to the extent that such policies are affected through any such act of commission or omission.
- b. The hirer shall at all times during the allocated period of use insure and keep insured with an Insurance Company approved by "the Authority" against public risk for an amount of \$10 million and pay all necessary premiums for those purposes. At the time of submitting the completed hire application form, the hirer must present to the Camp Manager, Camp Banksia or their proxy a copy of a policy and receipt for the current year's premiums.

### **6. ACTS AND REGULATIONS**

The hirer shall conform to the requirements of the Health Act, Local Government Act and any local law or regulations made there under and shall be liable for any breach of such Acts, Local Laws or Regulations. All other Statutory Rules, provisions and regulations of the Commonwealth of Australia or State of Tasmania for the time being in force must be complied with by the user and the notices given to the proper officers.

### **7. PERMISSION TO OCCUPY**

- a. The hirer shall only be entitled to the use of the particular part or parts of the facility hired on the date set out in the Schedule to the application and "the Authority" reserves the right to permit any other portion of the Camp to be hired for any other purpose at the same time.
- b. 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.

### **8. ADULT SUPERVISION**

At the time of hiring a "Responsible Adult" for the group is to be nominated. Details of the supervisor/participant ratio for children's activities are also to be provided.

### **9. FIRST AID**

The hirer shall be responsible for their group's own first aid needs and shall provide appropriately qualified first aiders for the duration of the hire.

**10. ASSIGNMENT**

Hirers that are granted permission to use Camp Banksia shall not assign the right of use to any other person, organisation or body.

**11. GOOD ORDER**

The hirer shall be responsible for the full observance of these conditions and for the maintenance and preservation of good order at the Camp throughout the whole duration of the period of use.

**12. SECURITY**

Pursuant to Clause 6a, the entire facility is to be checked and secured prior to the departure of the hirer and keys returned to the Camp Manager.

**13. CLEANLINESS**

The hirer is responsible to leave the premises in a clean and tidy manner. Any cost incurred by "the Authority" in cleaning the premises resulting from the condition in which the hirer left the Camp shall be recoverable from the hirer.

**14. DAMAGES**

- a. The floors, walls, curtains or any other part of the building or any fitting or furniture shall not be broken, pierced by nails or screws or in any way damaged.
- b. The hirer shall accept full responsibility for damage to Council property except for normal wear and tear.

**15. SIGNAGE**

No notice, sign, advertisement, fitting or decoration 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 the prior consent of the Camp Manager.

**16. ELECTRICAL APPLIANCES**

No electrical heaters, lights, toasters or kettles or any other electrical appliances shall be brought into any building without the specific permission of the Camp Manager. The hirer shall remove all such articles and property, at the end of the hire period.

**17. SMOKING & NAKED FLAMES**

No person shall smoke any tobacco product inside any building or within 10 metres of any building at Camp Banksia. No candles, oil lamps, gas burners or incense burners or any other device with a naked flame are to be brought into any building or lit any where on the property nor is any fire to be lit on the property without the specific permission of the Camp Manager.

**18. LIQUOR**

The sale of liquor on the premises is forbidden unless the hirer obtains a permit from the Licensing Commission (Tasmania) and the permit is produced to the Camp Manager who shall make an appropriate endorsement on the Application.

**19. VEHICLES**

Vehicles are not permitted on the camp grounds other than in the designated car park areas. No vehicles (other than emergency service vehicles) are permitted on the grassed areas without the specific permission of the Camp Manager.

**20. DETERMINATION**

If the hirer commits permits or allows any breach or default in the performance and observance of any of these conditions, "the Authority" may terminate the permission to use the Camp and the hirer shall immediately vacate the Camp.

**21. THEFT**

Neither "the Authority" nor its servants shall be liable for any loss or damage sustained by the hirer of 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 indemnifies "the Authority" against any claim by any such person, firm or corporation in respect of such article or thing.

**22. FREE ACCESS**

Any officer or employee of Camp Banksia Controlling Authority or Latrobe Council or anyone who the Chairman, Camp Banksia Controlling Authority may appoint shall at all times be entitled to free access to any and every part of the building.

**23. CHAIRMAN**

Wherever appearing in these conditions and where the context so admits, the expression Chairman shall be deemed to include any other officer of Camp Banksia Controlling Authority or Latrobe Council acting with the authority of the Chairman expressly or implied.

**DISPUTES**

In the event of any dispute or difference arising as to the interpretation of these conditions, or of any matter or thing contained therein, the decision of the Chairman, Camp Banksia Controlling Authority thereon shall be final and conclusive