

Conditions of hire – community venues



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By hiring a Venue which is owned or controlled by Council, You agree that:

1. These Conditions of Hire form a binding agreement between You and the Moreton Bay Regional Council (**Council**); and
2. You shall comply with these Conditions of Hire.

Interpretation – In these Conditions of Hire:

- **“Approval Letter”** means any form of correspondence sent by Management to You confirming that You may hire the Venue for a period;
- **“Management”** means Council and includes any community association that manages the Venue on behalf of Council.
- **“Venue”** means the Venue referred to in the Approval Letter.
- **“You”** or **“Your”** means the person hiring the Venue.

1. Limits of Hire:

- 1.1. You may only use the Venue or part of the Venue specified in the Approval Letter for the period specified in that letter.
- 1.2. Set-up and clean-up are included in Your period of hire.
- 1.3. A minimum one-hour hire applies to all bookings.
- 1.4. You shall remain on site until the end of Your period of hire to ensure that all of Your responsibilities under these Conditions are carried out.
- 1.5. You may not assign Your right to use the Venue to anyone else.

2. Safety and Responsibility:

Emergency Access & Evacuation

- 2.1. You acknowledge and agree that all emergency services representatives and authorised Council employees may access any part of the Venue at any time.
- 2.2. You are responsible for ensuring that You and Your permitted invitees are familiar with the emergency response procedures and evacuation diagrams which can be found throughout each Venue.
- 2.3. You are responsible for ensuring that You and Your permitted invitees are familiar with the evacuation diagrams, emergency response procedures and location of firefighting equipment for the Venue and for identifying them to event participants.

Legal Compliance

- 2.4. You shall comply with all laws relating to public buildings and overcrowding, and obstruction of passages, corridors and emergency entry and exit points. This also applies to seating arrangements.
- 2.5. You shall comply with all laws regarding fire safety.
- 2.6. You shall not do anything which could, in the reasonable opinion of Management, cause a smoke hazard (example: smoke machine), fire hazard or result in the alarm systems at the Venue being triggered.
- 2.7. You are responsible for paying any applicable call out fees due to alarms being triggered, except in the case of a genuine emergency.
- 2.8. If Your activities include children under 18 years old, then You shall comply with all laws regarding working with children.

Risk Management

- 2.9. You accept full responsibility for activities undertaken by You and Your permitted invitees at the Venue and for ensuring acceptable risk management techniques are practiced to avoid injury or damage to any persons.
- 2.10. You shall secure Your own property against all foreseeable risks as You acknowledge and agree that Management is not responsible for the security, control or safety of Your property and will not be liable for any loss or damage to Your property howsoever caused, except to the extent that such

loss or damage is caused by Management's negligence.

- 2.11. You shall ensure all portable electrical appliances and leads brought into the Venue by You or Your permitted invitees have current service test tags.
- 2.12. You are responsible for providing suitable first aid equipment as first aid equipment is not located at the Venue.
- 2.13. You are responsible for maintaining the correct Australian Performing Rights Association (APRA) and associated public performance licenses if required. This includes but is not limited to licensing for background music, fitness class music, movies and other media used by You or Your permitted invitees at the Venue. You are encouraged to visit apraamcos.com.au to identify if a license is required.

3. Indemnity, Release and Public Liability Insurance:

For Casual Hirers

- 3.1. Council's casual hirer liability policy covers You for personal injury and property damage occurring on Council's premises:
 - a) to a limit of \$10 million; and
 - b) if You are non-commercial; and
 - c) if You are not incorporated; and
 - d) if You are not for profit; and
 - e) if You book no more than 12 days of Council facility hire over the 12-month period between 1 July to 1 July from year to year.

For Other Hirers

- 3.2. Unless You meet the criteria to be covered under the Council's casual hirer liability policy, You shall provide Management with a certificate of currency for a minimum of \$20 million for the period of hire, and comply with Council's Insurance Policy 12-2150-060 found on Council's website and updated from time to time.

For Casual Hirers and Other Hirers

- 3.3. If You engage a third party to take part in any activity on the hired premises, it is Your responsibility to ensure the third party has appropriate public liability insurance to cover any incidents arising from their activity at the Venue. You acknowledge and agree that Council's

public liability insurance does not cover third parties.

- 3.4. You release, shall be solely liable for, and indemnify Management from any claim, loss, damage or injury to any person or property arising from Your hire or use of the Venue except to the extent that such loss or damage is caused by Management's negligence.
- 3.5. You acknowledge and agree that the above release may be pleaded by Management as a bar to any proceedings instigated against it which arise in any way from Your hire or use of the Venue.
- 3.6. You acknowledge and agree that the above release and indemnity shall survive any termination or completion of these Conditions of Hire and that any amount payable by You under the indemnity will be payable as a liquidated debt payable upon demand without the need for Management to incur any expense before relying on that indemnity.

4. Bookings:

- 4.1. Management may accept, refuse or cancel Your booking at any time at its sole discretion. If Management exercises its rights under this clause, Management will refund any deposit which has been paid by You and its liability to You for any loss (whether direct or indirect) caused to You due to Management's cancellation is capped to the applicable refund amount.
- 4.2. You must collect access cards and keys as per the instructions in the booking Approval Letter.
- 4.3. You must ensure that access cards and keys are returned to the location they were collected from by close of business on the next business day after conclusion of the hire period or as per other written agreement.
- 4.4. You must ensure that the Venue is appropriately secured when You leave the Venue. This includes ensuring that all doors and windows to the Venue are locked.
- 4.5. You:
 - a) warrant that you are 18 years of age or over, or, if you are agreeing to these Conditions on behalf of an entity, warrant that You are authorised to accept these Conditions on the entity's behalf;

- b) agree to pay any applicable fees and bonds for Your hire in full by the due date specified in any invoice sent to You by Management. You acknowledge and agree that failure to strictly comply with this clause will result in Your booking being cancelled without notice at Management's discretion;
- c) acknowledge that the fees for hiring the Venue may be subject to some increase on 1 July of each year to align with Management's budget review. Management will notify You of any such increased fee prior to that fee becoming payable.
- d) agree that a booking is not confirmed and access to the Venue shall not be approved until all required documentation is completed and all fees and bonds are paid in full to the satisfaction of Management; and
- e) agree that all costs incurred by Management because of Your failure to secure the Venue, return access cards and keys, or otherwise comply with these conditions of hire will be recoverable from You as a liquidated debt payable on demand. You acknowledge and agree that Management may recover this debt by withholding any bond paid by You or part thereof, or if the bond is insufficient, Management will issue an invoice to You for the debt which must be paid by You in the manner and by the date specified in that invoice.
- f) acknowledge that Management will endeavour to pay any applicable bond refund to You within 30 days after the end of the hire period or as soon as possible thereafter.

Event Safety and Notices

- 4.6. If Management in its sole discretion deems it necessary, You must comply with the following conditions if they are specified in the Approval Letter or otherwise notified to You prior to Your hire:
 - a) You shall engage a private security company and provide evidence of this arrangement;
 - b) Your event must be registered with the police and a copy of the signed

Party Safe Registration Form is to be provided to Management; and

- c) You shall comply with all laws on the sale and consumption of alcohol and provide Council with a copy of any applicable licences for endorsement.

Cancellations By You

- 4.7. You must provide advance written notice if You wish to cancel a booking at the Venue in which case a cancellation fee will be payable by You which is specified in the current fees and charges schedule available on Council's website.

5. Equipment and Cleaning:

Equipment

- 5.1. You are responsible for familiarising Yourself with the operation of all equipment at the Venue. Call outs due to operator error shall be at Your expense.
- 5.2. At the commencement of the hire period, You agree to notify Management immediately of any obvious defect at the Venue including in relation to non-working equipment, damage or cleanliness.
- 5.3. Except for any defect which You give notice of under clause 5.2, You acknowledge and agree that the Venue is in suitable repair and clean condition and You must ensure that the Venue is left in identical repair and condition at the end of Your hire period.
- 5.4. If there is any dispute as to the condition and repair that the Venue is left in under clause 5.3, then You acknowledge and agree that Management's decision as to the condition and repair of the Venue is final. Management will act reasonably when forming its opinion under this clause.
- 5.5. All equipment and furniture must be returned to the allocated storage area following use. You must not relocate equipment or furniture at the Venue without prior permission from Management.
- 5.6. Management endeavours to ensure that all equipment at the Venue is maintained and in good working order however it provides no warranty that such equipment will be working or fit for your intended purpose. You acknowledge and agree that Management will not be liable to You for any loss (whether direct or

indirect) caused to You due to equipment at the Venue not working.

Cleaning

- 5.7. You shall undertake cleaning of the Venue prior to the conclusion of the hire period. Where cleaning equipment is provided by Management, all items are to be returned to the allocated storage area following use.
- 5.8. You acknowledge and agree that tea towels, dish cloths and dishwashing detergent are not supplied and that warm water only should be used for any floor spills.

6. General:

General Obligations

- 6.1. You must comply with all reasonable directions of Management in relation to the Venue which may be given from time to time.
- 6.2. You must comply with all directions, signage and notices erected by Management at the Venue.
- 6.3. You are responsible for familiarising Yourself with the location of switches throughout the Venue.

General Prohibitions

- 6.4. Except for registered assistance dogs, You must not permit Animals to enter the Venue during Your hire unless prior permission has been obtained.
- 6.5. You must ensure that all relevant laws, including those relating to noise are complied with by You and Your permitted invitees during Your hire of the Venue.
- 6.6. You must not, and You must not allow Your permitted invitees to, smoke inside the Venue or within five metres of the entrance/doorways. It is Your responsibility to ensure that all persons at the Venue comply with this condition.
- 6.7. You must not, and You must not allow Your permitted invitees to, use glitter, rice, confetti, rose petals or sand at the Venue. Management may permit decorations at its discretion but any such decorations must not be placed or affixed in any way that may cause damage to any part of the Venue (e.g. interior/exterior floors, walls or other surfaces) and must be removed by You prior to the conclusion of the hire period.

6.8. You must not, and You must not allow Your permitted invitees to, use open flames including but not limited to candles and lanterns at the Venue.

6.9. You are encouraged to use the venues cutlery and crockery items where provided or use an alternative recyclable product.

6.10. You must apply to Management in writing in advance if You require storage arrangements which may or may not be provided at Management's discretion.

7. Emergency Response Procedures:

- 7.1. You must, and must ensure that Your permitted invitees, adhere to the emergency response procedures as set out in Appendix 1 to these Conditions and as located in any Hirer information folder at the Venue at all times during Your hire.

APPENDIX 1 - EMERGENCY RESPONSE PROCEDURES

- a) In this Appendix 1, the “assembly area” is the gathering point in the event of an evacuation which is marked on the evacuation plan displayed within the Venue.
- b) As Management trained officers are not permanently located on site, You are responsible for responding to all emergencies and coordinating any evacuations of the building occupants. Occupants must be made aware of the evacuation procedure for the building, including exits and assembly area at the commencement of the hire period.
- c) On becoming aware of an emergency involving smoke/fire occupants must raise the alarm verbally (shout FIRE FIRE FIRE) to alert other occupants, if an automatic fire/smoke detection system does not exist or has not activated.
- d) You shall decide if an evacuation is appropriate, notify the occupants in the building and direct them to follow the EXIT signs and leave through the nearest safe emergency exit and proceed to the assembly area. You shall check evacuation routes to determine if they are safe to use.
- e) You shall notify the relevant emergency service(s) of the type and location of the Emergency by phoning 000.
- f) You or a person reasonably fit for the task and designated by You shall arrange to assist any persons requiring special attention, including mobility-impaired persons, to safely evacuate.
- g) If safe, You or a person reasonably fit for the task and designated by You shall arrange to check the building, including bathrooms and storerooms to determine whether all occupants have evacuated to the assembly area. Do not struggle with occupants who refuse to evacuate, but alert them to the emergency personal and notify emergency services upon arrival of the last location of any occupants remaining in the building.
- h) All patrons of the Venue are required to proceed to the assembly area as directed by the You or a person reasonably fit for the task and designated by You.
- i) If unable to safely evacuate, close all doors and signal Your presence at a window if possible.
- j) If safe, turn off such services to the building as gas or electricity.
- k) The priority is the safe evacuation of all occupants. Do not attempt to fight a fire unless You are competent and confident with the required back up and skills to operate the fire safety installations safely and effectively.
- l) Remain calm and follow evacuation instructions and the instructions of attending emergency services.
- m) The emergency services (Queensland Fire and Rescue Service, Queensland Police Service) shall assume control on arrival. You shall advise them whether all occupants have evacuated and other information about the emergency as required.
- n) Do not re-enter the building until You are told it is safe to do so.
- o) In the event of fire:
 - 1. Use the back of Your hand to check closed doors for excessive heat before opening.
 - 2. Stay low as smoke and heat will build from the ceiling down
 - 3. Close doors behind You as they exit. This helps to limit the spread of fire and smoke.
 - 4. Ensure all occupants assemble in the designated assembly area.
 - 5. If anyone is missing, tell the fire service on arrival. **DO NOT ATTEMPT** to re-enter the building.
- p) In the event of a bomb threat:
 - 1. If a bomb/suspicious item is found:
 - i. Do not touch the object
 - ii. Advise nominated Management immediately
 - iii. You shall advise other persons to move from the area
 - iv. You shall notify the relevant emergency service(s) of the type and location of the emergency – phone 000.
 - v. You shall evacuate persons to an assembly area different to the standard assembly area as far from the building as possible.
- q) In the event of a severe storm:
 - a) Seek shelter immediately;
 - b) Avoid windows and external doors unless You can safely secure them;
 - c) If possible, do not remain in cars.