



# Conditions of Venue Hire

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## Facility Hire Fees

Hire Fees shall be in accordance with the Council's adopted Fees and Charges Schedule which is subject to change as determined by Council and shall be payable twenty one (21) days prior to the date of the function.

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## Security Bond

A security bond shall be paid by the hirer twenty one (21) days prior (or early if desired) to the facility bookings as a guarantee of fulfilment of these conditions, and as security against damage to the building or any fittings and furniture contained therein, and for any cleaning having to be arranged by the Council resulting from the hirers use not left at the standard it was found in. This will also cover any unreturned keys which have been given to the hirer for the duration of their function.

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## Cancellation of Booking

Any cancellation of a booking for the hire of the facility shall be made at least fourteen (14) days prior to the date of the function. Any cancellation within fourteen (14) days prior to the date of the function or a "no show" will result in a cancellation fee of the full amount less refundable bond of facility hire being levied.

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## Facility Capacity

The capacity of the facility MUST NOT be exceeded. The number of people attending the venue must be disclosed. Council facilities are designed to accommodate a limited amount of people. For example: in its size, the facility amenities, equipment etc and Fire Safety Regulations

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## Insurance

Regular hirers 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. Proof of this policy must be by way of a Certificate of Currency, which must be annexed to this agreement, and form part of the agreement.

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## Indemnity

The hirer agrees to indemnify, and keep indemnified, and to hold harmless the Council, its servants and agents, and each of them from and against all actions, costs, charges, expenses and damages whatsoever which may be brought, or made, or claimed against them, or any of them, arising out of, or in relation to the hiring engagement.

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## Food Preparation/Catering

Hirers utilising a Catering Service for an event at a Council Facility must ensure that the caterers have their own insurance cover, as this activity is not covered by Council's Public Liability Insurance. The hirer is responsible for:

1. All cooking equipment they bring to the facility and the safety and well-being of their guests in relation to such equipment;
2. Health requirements pertaining to the preparation of food/food brought to the venue;
3. Ensuring that no damage is caused to the facility building, grounds or gardens by the use of the equipment.

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## Keys

Hirers must pick up and return keys at times pre-arranged with the Community Wellbeing Officer. Keys will not be made available to long term hirers on a permanent basis. Keys cannot be copied or passed onto other hirers/users of the facility. If the keys are lost and unable to be found within reasonable time the hirer will be charged the cost of rekeying the locks and key bond will not be returned.

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## Damages

The floors, walls, curtains or any other part of the building or any fittings or furniture shall not be broken, pierced by nails or screws or in any other way damaged. The hirer shall accept full financial responsibility for damage to Council property except for normal wear and tear. Furniture etc. should be moved by carrying and NOT dragging. Where provided please use chair and table trolleys.

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## Theft

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 such article or thing be lost, damaged or stolen. The hirer hereby indemnifies the Council against any claim by such person, firm or corporation in respect of such article or thing.

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## Smoking

Smoking is not permitted in any Council building.

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## Electrical Equipment

All electrical equipment brought in for use at this facility must be in good condition and must have a current electrical test Tag (AS 3760).

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## Waste

Council's community facilities comprise standard green wheelie bins. They are emptied on the same routine general waste service for the suburb. Hirers must ensure they only use the bin allocated to them for the hired function. Any waste not able to fit in the bin must be removed by the hirer.

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## Signage

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 of the Community Wellbeing Officer.

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## Decorations/Stage Fittings

No stage property, decorations, electric lighting, naked lights of any kind or articles of similar nature shall be brought into the building without consent of the Community Wellbeing Officer. All such articles and property together with any catering appliances or fittings shall be removed by the hirer at the end of the function.

**Electrical equipment brought into the facility MUST have a current electrical Test Tag (AS 3760).**

**NO CONFETTI**

**NO BLUE/YELLOW TACK**

**NO SITCKY TAPE**

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## Liquor/Alcohol

The sale of liquor on the premises is forbidden unless the hirer obtains the necessary permit for their specific event from the appropriate authority:

<http://www.olgr.qld.gov.au/liquor/licensing/index.shtml>

If permit is required it must be produced to the Community Wellbeing Officer who shall make an endorsement on the Schedule to the application.

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## Storage

Storage availability for regular facility users is not automatically included in the Hire Agreement and must be discussed with the Community Wellbeing Officer. Storage of goods and equipment in the facility storage cupboards/areas is undertaken at the owners own risk. Council does not accept any responsibility or liability for theft or damage to items stored in or at the facility. It is recommended that users seek their own insurance cover for such items.

In the event that a hirer ceases hire of the facility on a regular basis, the hirer is required to collect all goods and/or equipment stored at the facility (Community Precinct). The hirer is required to arrange a suitable time to meet the Community Wellbeing Officer on site to remove the goods and/or equipment and to return the key. Upon return of the key and removal of the hirer's good and/or equipment the hirer's bond will be returned.

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## Fire Safety Regulations

The hirer (occupier) is responsible for the safety of guests attending their hired event/function. The Building Fire Safety Regulations 2008 must be enforced. The hirer is responsible for/but not limited to, the following:

1. Knowledge of the location of all fire exits in the facility and be capable of directing guests to the fire exits as required;
2. Knowledge of the location of prescribed fire safety installations/equipment provided in the facility; (instructions for use are detailed on all fire extinguishers.
3. Ensure doors to an evacuation route are not locked and can be opened; and to check that there are clear paths of evacuation from all occupied areas in the facility at all times; Ensure occupants of the building can exit directly into open space or another place of safety;
  1. Ensure you are fully aware of any mobility restrictions and other characteristics of persons attending;
  2. Ensure that the number of persons in the building at any one time does not present an unreasonable risk to the safety of any person in the facility.
  3. Ensure you are aware of and suitably manage the flammability of any item, utensil or piece of equipment introduced into the facility by the hirer.
  4. Ensure that you undertake the following in relation to evacuation procedures for the facility:
    - (A) Inform guests on the evacuation procedure;
    - (B) Arranging the evacuation of all persons from the hall including persons with special needs to a designated outdoor assembly area;
    - (C) Check whether all persons have been evacuated from the facility and the number/identity of any persons not accounted for.

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# Conditions of Venue Hire



## Cleanliness

The hirer is responsible for leaving the premises in a clean and tidy state, (including returning all the furniture neatly stacked and correctly away) and shall immediately remove all rubbish, refuse and waste matter. Any cost incurred by Council in cleaning internal or external premises resulting from the condition in which the hirer left the premises shall be recoverable from the hirer and deducted from their refundable bond held in trust.

- The floors must be left clean. If the floor in facility/hall is to be washed only warm water is to be used, **NO DETERGENTS** are to be used on timber floors or open space area.
- All rubbish is to be removed from the facility and emptied into waste receptacles, additional waste to be removed from the area and correctly disposed of by the hirer.
- **The hirer is required to wash and dry crockery and cutlery after use. If rewashing is required, costs will be deducted from the bond.**
- The hirer is responsible for leaving the external areas in a clean and tidy state e.g. gardens, open space area, car park etc. must be left in the same condition as prior to the hire of the Facility. If cleaning is required, costs will be deducted from the bond as stated above.

*NB: The hirer must clean and vacate the facility by 2am the following morning unless organised prior with the Community Wellbeing Officer, **as the facility may be hired the following morning.***

## Apply for refund of Hire Fees

If you or your organisation wishes to apply to Council for a refund of hire fees please apply prior to the booking and follow the following procedure:

- Apply to Council through formal letter addressed to the Chief Executive Officer, outlining your event and why it would be beneficial for your organisation to have the fees refunded.
- This letter will be addressed at the next annual General Council meeting.
- Pending Council resolution, you will be required to pay the fee first prior to being refunded.
- **Please note:** Regardless of the outcome, the organisation will still be required to pay \$380 cleaning bond and \$94 key bond – Totalling \$474 when making a booking. This bond will be refunding to your organisation when the facilities are left clean and key is returned.
- **All letters to be submitted minimum of 6 weeks prior to the event date.**

## Police/Security

The hirer shall, when so directed by the Community Wellbeing Officer or her representative, arrange police or security to be in attendance.

**Hirers are required to check that all doors and windows are locked and secure prior to vacating the premises. Any damage or theft which occurs due to the mentioned checks not being undertaken may result in associated costs being invoiced to the hirer.**

The hirer must take precautions or make arrangements to prevent or restrict unwelcomed guests (including gate crashers) to the hired event. The hirer is responsible to shut down the function and secure the building if it gets out of control and arrange for guests to vacate the facility as a duty of care. The capacity of the facility must not be exceeded.

The hirer will incur the costs if damage or cleaning costs to the facility for failing to provide a safe environment and a duty of care to limit damage to Council property.

Initial: \_\_\_\_\_ Date: \_\_\_\_\_



# FACT SHEET

## Insurance Requirements for Hire of Council Facilities

Council has in place a “Casual Hirers’ Cover” which provides liability cover with a Limit of Indemnity of \$20,000,00.00 for the hire of Council’s facilities. The excess of the policy is \$2,000.

It is the causal hirer’s responsibility to report any incident to the Community Wellbeing Officer. Should it be determined following the investigation of the matter that the incident was as a result of negligence or wilful conduct by the causal hirer, the causal hirer will be responsible for the payment of any damage up to the excess amount of \$2,000.

The liability insurance policy cover is restricted to causal hirers who can be described as non-commercial, not incorporated, not for profit and irregular users of council facilities. Causal hirers are further defined as third parties who hire council facilities for no more than a total of ten (10) days over a twelve (12) month period.

Examples of causal hirers types of activities covered are:

- Meetings (***exemption to Clubs and Associations only if they are irregular meetings i.e. no more than 10 times in a year. However Clubs & Associations should have their own insurance and a copy should be obtained***)
- Public Meetings
- Social get together
- Parties i.e. Birthday, Engagement
- Weddings Family Reunions

***(PLEASE NOTE – that if caterers will be catering at the venue this activity is not covered by insurance and the caterers must have their own insurance policy)***

No cover is provided for incorporated bodies, sporting clubs or associations of any kind.

Examples of activities not covered Council Insurance:

- Meetings (Clubs and Associations that hold more than 10 meetings in the year)
- Associations and Clubs
- Health and Fitness Groups i.e. Yoga, Tai Chi
- Weight Loss Groups
- Dancing Groups/Lessons
- Childcare and Playgroup Activities Church Groups
- Music Lessons
- Karate/Tae Kwon Do/Gymnastic groups
- Indoor Bowls Groups
- Displays/Demonstrations i.e. where entrance fee is charged
- Workshops
- Conferences
- School Events, i.e. Awards Nights, Dance etc.