BOYNE/TANNUM COMMUNITY CENTRE CONDITIONS OF HIRE

GLADSTONE REGIONAL COUNCIL

Cnr. Wyndham & Hayes Avenues, BOYNE ISLAND QLD 4680
Phone: (07) 4971 9700 **Fax**: (07) 4971 9706

June 2011

FEES AND CHARGES

Fees and charges are set annually as part of the budget process and are included in Council's Fees and Charges Register. If applicable, new fees will be implemented from the 1st July each year without written notice.

Fees and Charges are set in accordance with the type of hirer defined as follows:

- Private and Commercial - (will incur a full rate of hire):
  Any individual, group or organisation that cannot be defined as a Community Organisation of Public Benefit Group
- Community Organisation - (will incur a reduced rate of hire)
  Any group or organisation where the profit from the function cannot be distributed to its members and includes but is not limited to: Sporting clubs, Service Clubs, Arts and Hobby Groups, Local Government, Education facilities ie for staff development or graduation ceremonies
- Public Benefit Group - (will not be charged for the use of the facilities)
  Any group of organisation providing a service or function for the benefit of the greater good and includes but is not limited to: Red Cross Australia, Toy Library, One to One Counselling, Department of Health where the venue is to be used for the monitoring of health and wellbeing ie Child Health, Women's Health Clinics, Continence Clinics, Respite Care, and Department of Education where the venue is to be used by children enrolled in the facility eg exams or Arts Council Performances

CONDITIONS OF HIRE

Hirers do not have "exclusive" use of multi room venues for their function. Other bookings will be taken throughout the venue for other rooms.

The Council grants the hire of rooms subject to the following conditions:

1. APPLICATION

The right to use the room is subject to the Council receiving an application on the required form signed by the hirer undertaking to comply with these conditions. If the hirer is a club the application must include the personal undertaking by the president and secretary of the club. A booking is not confirmed until an application form has been completed and submitted. No bookings will be taken on Public Holidays unless by arrangement with the Centre Manager. Alterations to bookings must be made in writing on the appropriate form.

2. SECURITY BOND

A security bond (set annually and included in the Gladstone Regional Council schedule of fees and charges) shall be paid by the hirer for any booking where the kitchen equipment, bar equipment, or hanging wires are utilised or alcohol consumed. The bond shall be paid at the time of booking as a guarantee of fulfilment of these conditions, and as security against breakages or damage to building or any fittings and furniture contained therein, and for any additional cleaning arranged by the Council resulting from the hirer's use of the premises. The hirer shall be liable on demand by the Venue Manager to pay any further amount in excess of such bond to meet the full cost of such damage, breakages or cleaning. If there is no breach of the conditions of usage or damage to the building or

any fittings and furniture therein or abnormal cleaning the deposit will be returned within four weeks of the use of the premises.

3. FEES AND CHARGES

All fees and charges are to be paid a minimum of 72 hours prior to functions being held by non-regular users.

All charges where an hourly rate applies shall mean per hour or part thereof. The hire charges relate only to the standard use of the facilities. If any hirer uses high electricity demand devices, then additional charges will apply.

Hourly charges shall apply for the duration of the function. Reasonable preparation and clean up time will be permitted at no charge provided the air-conditioning is switched off. Half an hour either side of a function is allowed, at no cost to the hirer, for setting up and clearing away tasks. For larger functions or in special circumstances arrangements should be made with the Centre Manager.

Please ensure that arrangements are made with the Manager or staff for the setting up of bands, delivery of flowers and entry of caterers, outside of hours. It is the hirer's responsibility to ensure that all caterers, florists, musicians etc are made aware of times that access is available. Additional charges will be applied for cleaning, moving of furniture or other tasks not completed by hirer. These charges will be at the cost incurred by Council.

4. USE OF FACILITY AFTER ENGAGED TIME

If the area is not vacated by the nominated time, the hirer shall forfeit the entire bond.

Every consideration must be given by people using and vacating the area to the residents who live nearby in regard to minimising noise and unruly behaviour.

5. CANCELLATION OF BOOKING

All Rooms *EXCEPT* the Port Curtis Room - Any cancellation of one-off bookings for the hire of the premises shall be made at least 14 days prior to the date of the function otherwise a cancellation fee of $50 or the cost of the normal hire charge, whichever is the lesser, will be levied.

Port Curtis Room - Any cancellation of one-off bookings for the hire of this room shall be made at least 60 days prior to the date of the function otherwise a cancellation fee of $50 will be levied. Any cancellation within 30 days prior to the date of the function will result in a cancellation fee of $300 being levied.

Regular Bookings - Any cancellation of regular bookings for the hire of the premises shall be made at least 7 days prior to the date of the function otherwise a cancellation fee of $50 or the cost of the normal hire charge, whichever is the lesser, will be levied.

6. 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. Hirers that use the Centre more than ten times in a twelve month period must obtain Public Liability Insurance. One-off or irregular hirers are required to complete a "Casual User Liability Insurance Acknowledgement and Declaration Form".

7. ACTS AND REGULATION

The hirer shall conform to the requirements of the *Health Act, Local Government Act,* any Local Law or Regulation made there under, and shall be liable for any breach of such Acts, Local Law or Regulation.

All other statutory rules, provisions and regulations of the Commonwealth of Australia or State of Queensland for the time being in force must be complied with by the user and the notices given to the proper officers.

Copies of Council's Local Laws are available via link through Council's website www.gladstonerc.qld.gov.au. Copies of all State Acts and Regulations can be found on http://www.legislation.qld.gov.au/Legislation.htm

8. OBSTRUCTIONS

The hirer shall comply in every respect with legislation, Codes or Australian Standards with regard to public buildings for the prevention of overcrowding and obstruction of gangways, passages, corridors, Fire Exits or of any part of the building. Any person causing an offence against such regulations shall be removed from the building.

Copies of Codes or Australian Standards may be purchased through the Standards Australia website www.standards.org.au.

9. PERMISSION TO OCCUPY

The hirer shall only be entitled to the use of the particular part or parts of the building hired on the date set out in the Schedule to the application and the Council reserves the right to permit any other portion of the building to be hired for any other purpose at the same time.

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.

10. ASSIGNMENT

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

11. ADULT SUPERVISION

Hirers under the age of 18 years must have the application form referred to in Clause 1 completed by an adult who will be supervising the function. The person completing the application form and whose signature appears on the same is subject to these terms and conditions. If there is any doubt as to the age of the hirer, identification will need to be provided. This will be further verified by contacting the names listed on the Hall Hire Agreement Form. Council reserves the right to refuse hire of the facility where age verification can not be established. It is the hirer's responsibility to ensure that the conduct of people attending their function is of an appropriate manner. Destruction of property will not be tolerated.

12. GAMBLING

No game of chance, at which either directly or indirectly money is passed as a prize, shall take place in any part of the premises, with the exception that this clause shall not prevent the hirer using the premises for games of Bingo or equivalent, providing relevant permits have been obtained.

13. SECURITY

The hirer shall, when so directed by the Centre Manager, arrange for security from a registered security firm to be in attendance for the duration of the function.

Hirers are required to check that all lighting, electrical equipment, urns and air-conditioning is off, all doors and windows are locked and secure prior to vacating the premises. Failure to do so may result in hirer being refused access to rooms for future events or additional costs being invoiced. Any damage or theft which occurs due to the above checks not being undertaken may result in repair costs being invoiced to the hirer.

The hirer must comply with entry and exit times as advised by staff so that security systems are de-activated prior to entry to the building and to ensure the building is empty prior to security systems being re-activated.

14. DETERMINATION

If the hirer commits, permits or allows any breach or default in the performance and observance of any of these conditions the Council may terminate the permission to use the premises and the hirer shall immediately vacate the premises and the security deposit shall be forfeited to Council.

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

16. CENTRE MANAGER

Wherever appearing in these conditions and where the context so admits the expression Centre Manager shall be deemed to include any other officer of the Council acting with the authority of the Centre Manager expressly or implied.

17. REFUSAL TO GRANT HIRE

It shall be at the discretion of the Centre Manager to refuse to grant the hire of a room in any case, and not withstanding that permission to hire the premises may have been granted or that these conditions may have been accepted and signed and the fees and deposit paid, the Centre Manager shall have the power to cancel such permission and direct the return of the fees and deposit so paid. The hirer hereby agrees in such case to accept the same and shall 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.

18. GOOD ORDER

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

No spitting, obscene or insulting language or disorderly behaviour or damage to property shall be permitted in any part of the building.

19. CLEANING REQUIREMENTS

All areas must be left in a clean and tidy state. All equipment, decorations, food and alcohol etc. must be removed from the Complex immediately following the close of the function. Staff will not be responsible for equipment, decorations, food and alcohol etc. left in the building or for organising caterers and bar staff.

All benches in the kitchen and/or bar are to be cleaned and all crockery/cutlery and bar items to be washed and re-stacked neatly on benches. If catering/bar staff do not properly clean items the hirer will be responsible for the payment of extra cleaning time and monies will be withheld from the bond. All waste including food scraps, to be removed from kitchen and/or bar and deposited in the wheelie bins provided outside. Wheelie bins are not permitted within any room of the Centre.

All rooms without carpet are to be swept, ensuring all decorations, confetti and debris are removed. Carpeted areas are to be cleared of decorations, confetti and debris. Failure to comply with these conditions will result in extra cleaning charges of $30 (minimum charge – additional hourly charge applies for weekends/Public Holidays) being withheld from the bond or, if a bond is not held or is insufficient, being invoiced to the hirer.

20. 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.

Nothing is to be attached to any of the walls in any of the rooms of the complex without prior approval of the Centre Manager. Blue tac, sticky tape or any adhesive substances are not to be used under any circumstances.

The hirer shall accept full financial responsibility for damage to Council property except for normal wear and tear.

21. 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 Centre Manager.

22. 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 the consent of the Centre Manager. All such articles and property together with any catering appliances or fittings shall be removed by the hirer at the end of each function.

23. SMOKING

All rooms are declared non-smoking areas.

Smoking is not permitted within four metres of any building entrances and then only on open balcony areas.

In relation to the Castletower Building, smoking is permitted only on the concrete patio areas, and is not permitted on open balcony areas or within ten metres of the children's playground. It is the hirer's responsibility to ensure that smoking does not occur within the building as stated above or in contravention of Queensland Government Legislation.

24. LIQUOR

The sale of liquor on the premises is forbidden unless the hirer obtains a permit from the appropriate authority, and the permit is produced to the Centre Manager who shall make an endorsement on the Schedule to the application.

It is the responsibility of the hirer to contact the Department of Tourism, Small Business and Industry to inquire about liquor licenses. Note: licences are not required for private functions where liquor is not being sold e.g. weddings. Please direct any inquiries to the Rockhampton office on 1300 658 030. Hirers are responsible for hiring of bar staff and ensuring they are aware of their responsibilities and duties.

25. FREE ACCESS

Any officer or employee of the Council whom the Centre Manager may appoint, shall at all times be entitled to free access to any and every part of the building.

26. 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 Centre Manager thereon shall be final and conclusive.

27. PERFORMING RIGHTS

In the case of a dramatic or other performance or concert, the hirer shall not produce, or permit to be produced or performed, any dramatic or musical work in infringement of the copyright or performing right of any owner of such right or rights, and the hirer agrees to indemnify the Council against any claim for breach of copyright or any other action herewith.

28. SAFETY

Any electrical items brought into and used in the complex must have a current electrical safety test tag. Fires or damage caused by untagged equipment being used will result in the hirer being invoiced for repairs and costs associated with said fires or damage.

The hirer is required to give patrons/attendants a basic outline of fire exits and evacuation procedures at the commencement of the function. In the event of a fire, Fire Evacuation Procedures, as supplied to hirers at the time of signing the Hire Agreement Form, must be complied with.

29. ROOMS

Long-term regular bookings are permitted in all rooms except the Port Curtis Room. Long term regular bookings of the Port Curtis room may be made except for Friday and Saturday nights, at which time only regular bookings of up to four (4) weeks in advance will be taken.
Long term regular hirers in the Port Curtis Room may, at the Centre Manager's discretion and upon a minimum of four (4) weeks notice, be advised that the room is unavailable due to a one-off booking being given precedence.

Port Curtis Room
The kitchen attached to the Port Curtis Room is designed as a heat and serve facility only for pre-prepared foods. It is not a fully equipped caterer's kitchen. Caterers are encouraged to inspect the facility prior to the function in order to familiarise themselves with equipment provided and layout of the kitchen. Hirers are responsible for hiring of catering staff.

Caterers and bar staff should be provided with a copy of the conditions of hire by the hirer and be made aware of their responsibilities in these roles.

Hire of the kitchen shall give access to the room and all equipment except that equipment listed on Crockery/Cutlery Form. Hire of the crockery/cutlery shall include all crockery, cutlery etc. as listed on the Crockery/Cutlery Form. The Crockery/Cutlery Form is to be completed and lodged with staff 72 hours prior to function.

Hire of the bar shall give access to the room and all equipment except that equipment listed on Bar Equipment Form. Hire of the bar equipment shall include all glassware, jugs etc. as listed on the Bar Equipment Form. The Bar Equipment Form is to be completed and lodged with staff 72 hours prior to function.

Upon payment of the associated hire fee the cupboards in the kitchen and/or bar will be unlocked so equipment can be accessed. Use of some equipment needs to be noted on the equipment forms so staff can place

on benches for hirer to use. All equipment used is to be washed and left on the bench above relevant cupboard in a clean and tidy manner so that staff can check for damage and cleanliness and then return to storage. Tablecloths, tea towels and washing up liquid are not supplied.
The kitchen/bar facilities (bench space/fridges) may be used in conjunction with rooms other than the Port Curtis Room at the Manager's discretion. Only the use of the room will be allowed. Use of the kitchen by Mt Larcom Room hirers is NOT permitted outside the Centre's opening hours.

No eskies are allowed in the Port Curtis Room as they may damage the polished surface of the floor. Eskies may be placed in the bar area only.

Hiring of the Port Curtis Room may include use of the foyer outside of library hours only and does not include air-conditioning in the foyer area.

Heron Room
The kitchenette in the Heron Room has minimal bench space and no heating facilities. Caterers are encouraged to inspect this facility prior to the function in order to familiarise themselves with equipment provided. Hirers are responsible for hiring of catering staff.

Catering staff should be provided with a copy of the conditions of hire by the hirer and be made aware of their responsibilities in these roles.

Hire of the kitchen includes use of all crockery, cutlery, glassware etc. as listed on the Crockery/Cutlery Form. The Crockery/Cutlery Form is to be completed and lodged with staff 72 hours prior to function.
All equipment used is to be washed and left on the bench in a clean and tidy manner so that staff can check for damage and cleanliness and then return to storage. Tablecloths, tea towels and washing up liquid are not supplied. Crockery/cutlery located in the Heron Room kitchen is not permitted for use in other rooms.

Heron Room Gallery
The Heron Room may be used as a gallery for exhibitions in accordance with the following conditions:

- 4 weeks notice is given prior to the date of use.
- Maximum of 2 weeks exhibition period from installation to dismantling and minimum of 3 days.
- Exhibition organisers will be responsible for the co-ordination of volunteers to man the exhibition.
- Use of the kitchen crockery/cutlery will incur the normal hire charge and bond.
- Exhibition organisers must request a gold coin donation from those visiting the exhibition, and the proceeds of such are to be paid to Council in lieu of room hire fees.
- The room is equipped with a hanging rail system and track lighting. Any damages or breakages will be charged to the exhibition organisers. Wires are to be collected from staff and returned to staff in the same condition. If staff are required to re-wind wires charges will be deducted from the bond.
- $300 bond required if using kitchen or hanging wires.

Use of the Heron Room for exhibition purposes is not limited to the above conditions and will be determined by the Centre Manager at the time of request. Other hirers use the Heron Room during the week on a regular basis and consideration must be given to these bookings.

30. LATE FUNCTIONS

Evening functions booked in the Main Complex are not permitted to continue past 1.00am of the following morning. Function organisers are requested to ensure that attendees are aware of this condition of room hire.

In respect to the Castletower and Heron Buildings, there is a 10.00pm curfew for functions in these rooms due to the neighbouring residential premises. Users of these buildings are to be cognisant of neighbouring residential amenity when holding a function in rooms within either building. Function organisers are requested to ensure that attendees are aware of this condition of room hire.

31. FURNITURE AND EQUIPMENT

A full list of equipment and furniture and facilities in each room is available from staff upon request. Individual groups are responsible for setting up of furniture. Furniture is not to be moved from room to room under any circumstances. Staff must be advised on the Hire Agreement Form of any extra equipment required. Following the function all tables must be wiped, all chairs stacked then all furniture packed away in a neat and tidy manner so as to be easily accessible to the next hirer. In the Port Curtis Room chairs must be stacked behind the curtain area ten high and three deep and tables placed back into table trolleys.

Only the Port Curtis Room includes a public address system (PA System).

Furniture in the Complex is for use within the Complex only and will not be hired out under any circumstances. The rooms within the Complex are supplied with a set amount of chairs etc. for hirers to use. Furniture is not to be moved from room to room or from one building to another. If staff or cleaners are required to tidy or move furniture after a function, an extra charge will be deducted from the bond or, if a bond is not held, invoiced against the hirer.
Table and chair trolleys are provided for moving this furniture. These trolleys must not be taken outside the building for any reason, as stones etc. lodged in the tyres damage the polished floor surface.

The Port Curtis Room has a suspended lighting bar available for extra lighting facilities. It is the hirer's responsibility to arrange for extra lights and the installation of such. A ladder to reach the suspended bar is not available at the Centre. The capacity of each bar is 14kg maximum, and the total frame capacity is 56kg maximum.

32. KEYS

Keys must be collected during Library Hours for all bookings held outside these hours. Keys are to be returned the following day or through the after-hours return chute. Loss of keys will result in a minimum charge of $30 for replacement of same, plus any extra charges incurred by Council resulting from such loss.

33. MISCELLANEOUS

Hirers do not have "exclusive" use of the Centre for their function. Other bookings will be taken throughout the Centre for other rooms.

Please do not hesitate to contact the
Boyne Tannum Community Centre
4971 9700
Monday to Friday 9.00am to 5.00pm
Closed Public Holidays

Payments for venue hire can only be made
9.00am to 4.45pm
Monday to Friday