



GLADSTONE REGIONAL COUNCIL MIRIAM VALE COMMUNITY CENTRE CONDITIONS OF HIRE

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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.

Council has set lower fees for Community Organisations reflecting the positive impact that these groups have on this community. Community Organisations include sporting groups or special interest clubs or groups whose profits cannot be distributed to its members.

CONDITIONS OF HIRE

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

1 APPLICATION

The right to use the hall 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 Facility Manager. Alterations to bookings must be made in writing on the appropriate form.

2 SECURITY BOND

A security bond in the sum of \$350 shall be paid by the hirer, for major functions or if kitchen, bar, or alcohol is consumed, 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 Facility 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 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 Council's Miriam Vale Administration Centre.

4 USE OF FACILITY AFTER ENGAGED TIME

If the area is not vacated by the nominated time, the hirer may 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

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.

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, may 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 twelve 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.gladstone.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

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 hall 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.

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 FACILITY MANAGER

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

17 REFUSAL TO GRANT HIRE

It shall be at the discretion of the Facility Manager to refuse to grant the hire of the hall in any case, and notwithstanding 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 Facility 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 in cupboards. 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 the hall.

All floors are to be swept and mopped, ensuring all decorations, confetti and debris are removed. 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 Facility Manager.

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 Facility 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 Facility 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 five metres of any building entrances.

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 Facility Manager who shall make an endorsement on the Schedule to the application.

It is the responsibility of the hirer to contact the Qld Office of Liquor and Gaming to inquire about liquor licenses. **Note:** licenses are not required for private functions where liquor is not being sold e.g. weddings. Please direct any inquiries **13 74 68**. Hirers are responsible for hiring of bar staff and ensuring they are aware of their responsibilities and duties.

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 Facility 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 LATE FUNCTIONS

Evening functions 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.

30 FURNITURE AND EQUIPMENT

A full list of equipment and furniture is available from staff upon request. Individual groups are responsible for setting up of furniture. 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.

Furniture in the hall is for use within the hall only and will not be hired out under any circumstances. If staff 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 stage boasts a front lighting bar with 14 permanent 10 amp channels controlled by toggle switches at the drinks bar and 14 Par 56 cans, brackets etc., gel frames and safety chains. No gels are available. The lighting bar can accommodate up to 10 more lights brought to the venue at the hirers discretion. Any lights drawing more than 10 amps would need to be wired and controlled manually. The stage (OP Side) also is equipped with a 30 amp 3 phase outlet to accommodate a dimmer unit but this would need a multicore feed to the lighting bar provided by the hirer. The hall will not supply dimmers or control desks for this purpose. The stage has some room on each side in "wings" and a new front curtain manually drawn from prompt side.

31 KEYS

Keys must be collected during Council's Miriam Vale Administration Office Hours for all bookings held outside these hours. Keys are to be returned the following day or through the after-hours return chute at the library. 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.