

COMMUNITY FACILITIES TERMS AND CONDITIONS OF HIRE

July 2020

Presented by **Community Facilities**

ISAAC
REGION 
HELPING TO ENERGISE THE WORLD

TABLE OF CONTENTS

CONDITIONS OF USE	5
Application	5
Facility Hire Fees	5
Security Bond	5
Cancellation of Booking	5
Use of Facility	5
<i>Moranbah Community Centre and Dysart Civic Centre only</i>	6
Minimum Booking Times and Times for Hire	6
Insurance	6
Indemnity	7
Acts and Regulations	7
Facility Capacity and Obstructions	8
Safety	8
<i>Emergency services</i>	8
<i>Equipment</i>	9
Permission to Occupy and Assignment	10
Adult Supervision	10
Determination	10
Refusal to Grant Hire	10
Opening and Closing of Facility	10

Keys	10
Theft	11
Damages	11
Reporting of Maintenance/Breakdown Issues	11
Food Preparation/Catering	11
The Hirer is Responsible	11
Smoking	12
Liquor	12
Gambling	12
Prohibited Areas	12
Good Order	12
Cleanliness	12
Signage	13
Decorations/Stage Fittings	13
Piano	13
Seating	13
Air-Conditioning	13
Subject of Entertainment	14
Not for Profit Organisations	14

Performing Rights	14
Police/Security	14
Gate Crashers	14
Free Access	14
Disputes	14
Emergency Management	15

CONDITIONS OF USE

APPLICATION

The right to use the facility is subject to the Council receiving a completed Application to Hire Community Facilities form signed by the proposed hirer undertaking to comply with these Terms and Conditions of Hire.

All applications must be received fourteen (14) days prior to the event.

If the proposed hirer is a club the application must include the personal undertaking by the President and Secretary or Treasurer of the club.

If the application is made in the name of a company and the event is being facilitated by another individual or company, details of those others must be provided on the application form.

An application does not guarantee that the hirer will be able to hire the facility. Should the application be approved, the hirer will be contacted, and the booking will be confirmed.

FACILITY HIRE FEES

Hire Fees shall be in accordance with Council's adopted Fees & Charges Schedule which is subject to change as determined by Council and shall be payable seven (7) days prior to the date of the function. If a purchase order is being used, it must be raised and provided to Council prior to the booking date.

For more information on Isaac Regional Council's Fees & Charges, applicants can visit the Council website www.isaac.qld.gov.au and directly discuss this with the nominated council officer.

SECURITY BOND

If applicable, a security bond shall be paid by the hirer fourteen (14) days prior to the event. Payment should be made to the facility as a guarantee of the booking, fulfilment of these conditions, and security against damage to the building or any fittings and furniture contained therein, and for any cleaning arranged by the Council resulting from the hirer's use of the premises.

Cheques will not be accepted as payment past twenty-one (21) days prior to the function due to processing and clearing timeframes for cheques. The hirer shall be liable on demand by the nominated council officer to pay any further amount in excess of such bond to meet the full cost of such damage or cleaning.

If there is no breach of these conditions of hire, damage to the building or any fittings and furniture therein, or abnormal cleaning, the deposit will be returned within fourteen (14) days of the use of the premises.

CANCELLATION OF BOOKING

Any cancellation of a booking for the hire of the facility shall be made at least seven (7) days prior to the date of the function.

Any cancellation within seven (7) days prior to the date of the function will result in a 50% total charge of all associated fees and charges with the booking including catering and liquor. A 'no show' will result in a cancellation fee of the full amount of room hire plus any catering and liquor costs.

A surcharge of 40% may be levied for bookings on Sundays and public holidays.

USE OF FACILITY

Hire of the facility shall not commence prior to 8:30am (unless prior arrangements have been made with the nominated council officer) and evening functions shall terminate no later than 12.00am midnight. Every consideration must be given to residents who live nearby when using and vacating the area ensuring to minimise noise and unruly behaviour.

If the area is not vacated by the nominated time on the application form, noting all facility functions must end by 12.00am midnight, the hirer shall forfeit the entire bond. Any bookings which go beyond the applicant hire time will be charged according to the adopted schedule of fees and charges as appropriate.

MORANBAH COMMUNITY CENTRE AND DYSART CIVIC CENTRE ONLY

The hirer must report to the facility officer upon arrival to complete a pre-event inspection, site induction and handover with the nominated council officer and discuss any other requirements. Should the hirer enter the facility before 8:30am, the hirer must seek out the nominated council officer on their arrival at 8:30am at the facility office.

MINIMUM BOOKING TIMES AND TIMES FOR HIRE

The minimum booking time for any hire is one (1) hour and the fees applicable are as per Council's adopted Fees & Charges Schedule.

A full day hire is considered to begin at 8:30am and conclude no later 5:00pm. Any access to the facility outside of these hours will incur additional costs.

A half day 'morning' hire is considered to begin at 8:30am and conclude no later 12:00pm. A half day 'afternoon' hire is considered to begin at 1:00pm and conclude no later 4:30pm.

Any times outside of the stated half day timeslots will not be accepted due to scheduling constraints.

INSURANCE

The hirer shall take out and keep current during the period of hire, a public liability insurance policy in a form approved by the Council, insuring for a sum of not less than twenty million dollars (\$20,000,000.00) indemnifying the Council and hirer against all actions, costs, claims, charges, expenses and damages whatsoever which may be brought or made or claimed against the Council or the hirer or both arising out of or in relation to the hiring arrangement.

The policy must also confirm that the insurance cover includes the indemnity required to be given by the hirer as part of this agreement.

Proof of this policy must be by way of a Certificate of Currency/Insurance which must be provided with the application for hire and forms part of this agreement. Failure to do so will result in the application being rejected.

Examples of activities requiring hirer to provide their own insurance:

- Meetings – clubs and associations that hold more than twelve (12) meetings in the year at the facility
- Associations and clubs
- Health and Fitness groups
- Weight loss groups
- Dancing groups/lessons
- Childcare and Playgroup activities
- Church groups
- Music lessons
- Karate/Tae Kwon Do/Gymnastic groups
- Displays/Demonstrations where entrance fees are charged

- Workshops
- Corporate meetings
- Conferences
- School events/Awards nights

Council has in place, a “Casual Hirers’ Cover” which provides liability cover with a limit of Indemnity of twenty million dollars (\$20,000,000.00) for the hire of council facilities for casual users. The excess of the policy is two thousand dollars (\$2,000.00). It is the casual hirers’ responsibility to report any incident to a council employee, preferably at the venue at the time of the incident. Should it be determined following the investigation of the matter that the incident was a result of negligence or wilful conduct by the casual hirer, the casual hirer will be responsible for the payment of any damage up to the excess amount of two thousand dollars (\$2,000.00). The liability insurance cover is restricted to casual hirers who can be described as non-commercial, not-incorporated, not for profit and irregular users of council facilities. Casual hirers are further defined as third parties who hire council facilities no more than a total of twelve (12) days over a twelve (12) month period. No cover is provided for incorporated bodies, sporting clubs or associations of any kind.

Examples of casual hirers types of activities covered are:

- Meetings – exemptions to clubs and associations only if they are irregular meetings (no more than twelve (12) times in a twelve (12) month period) however clubs and associations should have their own insurance and evidence of this should be provided
- Public meetings
- Social get togethers
- Parties
- Weddings
- Family reunions

If external caterers will be catering at the venue; this activity is not covered by this insurance and the caterers must have their own insurance policy.

If the hirer is eligible and wishes to utilise the casual hirers cover, the ‘casual user of council facilities liability insurance’ details must be provided on the Application to Hire Community Facilities form. Failure to do so will result in the application being rejected.

Refer to Isaac Regional Council policy – Public Liability Insurance Requirements for Hire of Council Facilities.

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 (excluding criminal and/or civil penalties associated with Council or a third party’s conduct), except for any event of Council’s negligence which may be brought, or made, or claimed against them, or any of them, arising out of, or in relation to the hiring engagement.

ACTS AND REGULATIONS

The hirer shall conform to the requirements of these terms and conditions, *Health Act, Local Government Act 2009, Fire & Rescue Service Act 1990, Food Act 2006, Building Fire Safety Regulations 2008* any Local Law or Regulation made thereunder, 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.

FACILITY CAPACITY AND OBSTRUCTIONS

- The capacity of the facility must not be exceeded. (Refer to the centre information details for hire capacity). The number of people attending the venue must be disclosed (see Refusal to Grant Hire). Council facility capacities are governed by legislation as per the *Building Fire Safety Regulation 2008*.
- The hirer shall comply in every respect with legislation, Codes or Australian Standards regarding public buildings for the prevention of overcrowding and obstructions of gangways, passages, corridors, or any part of a building.

Any person causing an offence against such regulations shall be removed from the building.

SAFETY

EMERGENCY SERVICES

Fire Safety Regulations

The hirer is responsible for the safety of guests attending their hired event/function. The *Building Fire Safety Regulation 2008* must be enforced.

The hirer is responsible for/but not limited to, the following:

- Ensuring all guests of the hirer and hirer/s have signed an attendance sheet which is to be kept by the hirer in the case of an emergency.
- Knowledge of the location of all fire exits in the facility and be capable of directing guests to these fire exits as required.
- Knowledge of the location of prescribed fire safety installations/equipment provided in the facility (instructions for use are detailed on all fire extinguishers).
- Ensuring doors to an evacuation route are not locked and can be opened; and to check that there are always clear paths of evacuation from all occupied areas in the facility.
- Ensuring occupants of the building can exit directly into an open space or another place of safety (N.B. Fire safety exits must always be left unimpeded, do not park vehicles or leave boxes or other items outside the fire exit door).
- Ensuring they are fully aware of any mobility restrictions and other characteristics of the persons attending.
- Ensuring 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 (*refer to Facility Capacity*).
- Ensuring that they are aware of and suitably manage the flammability of any item, utensil or piece of equipment introduced into the facility by the hirer (*refer to Decorations/Stage fittings - no helium balloons*)

Evacuation Plan

It is the hirer's responsibility to ensure that the following is undertaken in relation to evacuation procedures for the facility:

- Inform guests on the evacuation procedure.
- If required, alerting & communicating with all persons in the facility as to the fire/emergency and to follow the evacuation procedure.

- Arranging the evacuation of all persons from the hall including persons with special needs to a designated outdoor assembly area.
- Check whether all persons have been evacuated from the facility and the number/identity of any persons not accounted for.
- Meet the fire officers attending the facility in response to the fire/emergency.
- Provide assistance for minors, elderly and/or disabled persons.

For further details regarding fire safety refer to the *Building Fire Safety Regulation 2008*.

Emergency Procedure and Contact Numbers

It is the responsibility of the hirer, to ensure that all persons involved in their activities are familiar with the Emergency Procedure and the system they have established for contacting Emergency Services.

First Aid

The provision of a minimum first aid supply is the responsibility of the hirer. The contents should reflect any risks associated with the activity being undertaken.

EQUIPMENT

Electrical

- All electrical equipment brought in for use at a council facility must be in good condition and must have a current electrical test tag (AS 3760).
- Power outlets are 10amp or 15amp and appliances/combinations of appliances must not exceed the rating of the outlet.
- DO NOT USE 10 amp plugs in 15amp outlets or force 15amp plugs into 10amp outlets.
- It is recommended that double adaptors/multi plug in power boards and heating appliances ***are not*** used.

Ladders

Where permission has been granted to embellish the hired facility with decorations and or lights, the following applies:

1. Council does not supply ladders for use for this purpose
 - a. If a ladder is brought into a council facility (noting Council would prefer a platform ladder); its use is the responsibility of the hirer.
 - b. The minimum standards for ladders to be adhered to are:
 - i. As per AS1892.1:2018 and AS1892.5:2020; including but not limited to:
 - Load Rating – 120kg
 - Applicable stability rating and level feet
 - Safety label – All ladders shall have a yellow exclamation on an orange header with the word 'WARNING' in black and text 'MISUSE OF A LADDER MAY RESULT IN A FALL, SERIOUS INJURY, PARALYSIS OR DEATH'.
 - ii. As per the Code of Practice 2018 – Managing the risk of falls at workplaces (Section 7 Ladders)
 - Ladders are primarily a means of access and egress. Many falls take place when people are working from ladders.

iii. Special consideration for safety precautions

- Ladder to be in good condition
- Maintain 3 points of contact
- Have a spotter and exclusion zone in use when using a ladder
- Wear closed in non-slip shoes

PERMISSION TO OCCUPY AND ASSIGNMENT

The hirer shall only be entitled to the use of the nominated part or parts of the building hired on the date set out in the application form 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 granted to the hirer shall be a permission to occupy and shall not be interpreted as a tenancy. Nothing contained in these conditions shall grant 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.

The hirer shall not sub-let the facility or transfer the hiring to another. Hirers that are granted permission to use the facilities shall not assign the right of use to any person, organisation or body.

ADULT SUPERVISION

Hirers under the age of eighteen (18) years must have the application form completed by an adult who will always be present during the function, supervising the activities.

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.

Council reserves the right to refuse hire of any facility where age verification cannot be established.

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, all hire and catering/liquor fees shall be forfeited to the Council.

REFUSAL TO GRANT HIRE

It shall be at the discretion of the nominated council officer to refuse to grant the hire of a facility 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 nominated council officer shall have the power to cancel such permission and direct the return of the fees and deposits 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.

OPENING AND CLOSING OF FACILITY

A council employee shall open the facility for the hirer and shall close the facility after use, unless alternative arrangements have been made with the consent of the nominated council officer (refer to keys).

KEYS

- Hirers must pick up and return keys at times pre-arranged with the nominated council 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 a reasonable time the Hirer will be charged the cost of rekeying the locks for the entire building.

THEFT

Neither the Council nor its representatives 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.

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 by dragging. Where provided use chair and table trolleys and ask for assistance if needed. Chairs and tables to be neatly stacked away from walls where indicated by a council employee.

REPORTING OF MAINTENANCE/BREAKDOWN ISSUES

If a building fault occurs during the hire period e.g. water, sewerage or electricity, contact a council employee immediately or if there are no employees on the premises contact 1300 ISAACS (472 227).

FOOD PREPARATION/CATERING

Please Note: Council catering is available at Moranbah Community Centre and Dysart Civic Centre only.

It is preferable that Council caters to any event where catering is available at the venue to be hired.

Details about the function and catering requirements should be provided to the nominated council officer at the time of booking and on the Application to Hire Community Facilities form. It is important that correct numbers are provided to the centre at the time of application to ensure that catering needs are met.

Should the amount of catering required be underestimated, there may be a shortage of catering on the day. If there is enough supply for extra required guests, additional charges will be payable. If numbers for catering has been overestimated, the applicant will be required to pay for the quoted amount of catering as indicated on the application forms **or as amended no later than 5 business day prior to the booked date**, and no refunds will be given.

THE HIRER IS RESPONSIBLE

1. All cooking equipment the hirer brings to the facility and the safety and wellbeing of their guests in relation to such equipment.
2. Health requirements pertaining to the preparation of food or food brought to the venue ensuring that no damage is caused to the facility building, grounds or gardens in the use of the equipment.
3. Relevant Food Licence.

Hirers are advised that the following are not permitted at any council facility:

1. Open fires or wood BBQ's.
2. Traditional Hangi's and Kup murri's.

3. Chewing gum.

SMOKING

Smoking is not permitted in any council building or within five (5) metres of an entrance. A smoking area is designated at each facility.

LIQUOR

Please Note: Moranbah Community and Dysart Civic Centres are licensed facilities. Council is by law the sole authorised party permitted to supply alcohol at these facilities.

The sale or consumption of liquor on the premises at Council's unlicensed facilities is forbidden unless the hirer obtains a permit from the appropriate authority. The permit is submitted to the nominated council officer who will arrange for endorsement on the Schedule to the application. A permit is not required for private functions where alcohol is not being charged for and is not a fundraising event. However, for fundraising activities and/or raffles it would be necessary for an Exemption Assessment to be completed as per the link below.

<https://secure.olgr.qld.gov.au/forms/clp/Clp/Exemption>

If the venue is licensed, alcohol must only be served by council staff for the duration of the event only. This must be pre-arranged and discussed prior to event hire and noted on the application to hire form.

No takeaway alcohol or open containers containing alcohol are to leave the facility. No alcohol is to be brought onto licensed premises. Failure to comply with this regulation will result in immediate expulsion of the offender, and/or termination of the event.

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.

PROHIBITED AREAS

Areas locked or not available for hire are classified as prohibited areas and not to be entered or used in any way by the hirer or the hirer's guests. Areas that have been designated as prohibited will be advised by the nominated council employee prior to any application.

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, disorderly behaviour or damage to property shall be permitted in any part of the building.

The hirer must comply with all relevant legislation and/or direction from Police, council employees, regarding any nuisances. These include and are not limited to, noise that unduly disturbs, distresses, causes annoyance or irritation to residences in the near vicinity, waste or rubbish entering near-by residential properties, vehicle car parking, and wandering of guests onto private land.

CLEANLINESS

The hirer is responsible for leaving the premises in a clean and tidy state, (including returning all furniture neatly stacked and correctly away) and shall immediately remove all rubbish, refuse and waste matter.

Any cost incurred by Council in cleaning the premises resulting from the condition in which the hirer left the premises shall be recoverable from the hirer. All rubbish is to be removed from the facility and emptied into waste receptacles, additional waste is 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 Council has not catered for the event. If rewashing is required, costs will be deducted from the bond or charged as per Council's Fees and Charges Schedule "Cleaning" fees.

The hirer is responsible for leaving the external areas in a clean and tidy state e.g. gardens, lawn areas, car park etc. and must be left in the same condition as prior to the hire of the facility. The hirer is responsible for removal and disposal of any rubbish or glass left outside. If cleaning is required, costs will be deducted from the bond.

The hirer must clean and vacate the facility by 12:00am midnight, as the facility may be hired the following morning.

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 nominated council officer.

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 nominated council 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.

- No confetti (all types) or throwing of rice is allowed in or around the facilities.
- No tape is to be stuck on the floors or walls.
- No candles or naked flames in or around the facility.
- No hay bales or other similar product to be brought into the facility
- Excessive use of glitter for decorative or personal purposes will incur additional cleaning charges.

PIANO

If a piano is located within the facility it must not be moved or touched and no piano shall be brought into the building without the permission of the nominated council employee. Any authorised movement of pianos shall be done so under the supervision of a council employee.

SEATING

The hirer may, under supervision of a council employee, vary the arrangement of the seats in any facility provided they are arranged in conformity with Public Health Regulations. A seating plan (where available) should be submitted with the hire agreement and/or discussed at the time of booking.

Seating removed from any storage area must be restacked in the storage area in a tidy and clean condition and not obstruct access to the area or impede usage of fittings.

AIR-CONDITIONING

Hirers must arrange the use of air-conditioning systems when hiring the facility with an employee of the centre. Facility air-conditioners can only be used when all windows and doors are closed. Air-conditioning systems must be turned off prior to leaving/locking the facility.

SUBJECT OF ENTERTAINMENT

The nominated council officer may require the hirer to submit for approval the subject and programme for any entertainment or lecture prior to the use of the premises. Roller blades, skating or similar types of activities or entertainment are NOT PERMITTED at any of Council's halls and centres.

NOT FOR PROFIT ORGANISATIONS

The nominated council officer may utilise the reduced hire fees listed in the adopted schedule of fees and charges on receipt of an application from a not for profit organisation. The hirer may be entitled to a reduced hire rate however, there will still be a requirement of a bond and relevant insurance cover provided. The Certificate of Incorporation or evidence of the not for profit status must be submitted with the completed application form.

PERFORMING RIGHTS

In the case of a drama or other performance or concert, the hirer shall not produce, or permit to be produced or performed, any drama 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 Isaac Regional Council against any claim for breach of copyright or any other action herewith.

POLICE/SECURITY

The hirer shall, when so directed by the nominated council officer, arrange for Police or security to attend 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. Any damage or theft which occurs due to the mentioned checks not being undertaken may result in associated costs being invoiced to the hirer.

Hirers using facilities fitted with security systems will be shown the system and allowed to familiarise themselves with the system prior to their event. The hirer must ensure that security systems are de-activated prior to entry to the facility and that the facility is empty prior to re-activating the security system.

GATE CRASHERS

The hirer must take precautions or make arrangements, to prevent or restrict unwelcome guests (gate crashers) to the hired event. It is advised to notify Police immediately at the onset of any trouble or disturbance.

If the hirer fails to take appropriate measures, any damage caused by gate crashers may be incurred by the hirer for failing to provide a safe environment and limit damage to council property.

FREE ACCESS

Any officer or employee of Council shall, always be entitled to free and unimpeded access to any and every part of the building.

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 nominated council officer thereon shall be final and conclusive.



EMERGENCY MANAGEMENT

In the event of any disaster or other emergency occurring, Council reserves the right to change, amend or cancel any hire applications or confirmed bookings. Any decision made by Council shall be final and conclusive.

At all times Council will follow all legislative requirements of State and Federal Government.