

# CASUAL USER TERMS & CONDITIONS FOR USE OF THE CALOUNDRA INDOOR STADIUM NORTH STREET, GOLDEN BEACH

## PURPOSE OF TERMS & CONDITIONS

The Terms & Conditions seeks to clearly state the agreed responsibilities of the users to ensure a common understanding and focus by all parties for the intent by which the Event Management Committee is to implement at the complex.

These terms and conditions will be to the mutual benefit of all parties by providing a clear understanding of expectations and level of commitment required.

## THE PARTIES AGREE AS FOLLOWS:

### Definitions

“**Caloundra Indoor Stadium**” means the Sporting Complex located on North Street, Golden Beach.

“**Sunshine Coast Council Management Delegates**” means that officer that has delegated authority from SCRC.

“**Council**” means Sunshine Coast Regional Council (SCRC)

“**Venue**” means parts of, or the entire Caloundra Indoor Stadium as identified in the application.

“**Key**” means any mechanical key.

“**Regular Hire**” means more than ten (10) consecutive events over a twelve month period.

“**Casual Hire**” means less than ten (10) consecutive events over a twelve month period.

“**Hire Period**” means the time of entry into the venue, including set up time, until the cessation of the event and/or completion of pack down. Minimum hire period is one (1) hour.

“**Hirer**” means the person or body specified in Part 1 of the Application to Hire Facility.

## 1. PROVISION OF SERVICE:

### Bookings

1.1 Bookings are made by completing an Application for use at Caloundra Indoor Stadium.

1.2 Tentative Bookings: A booking is tentative until confirmed. Tentative bookings will be held for fourteen (14) days from the date the tentative booking was made. Should the booking requirements not be met within the 14 day period, the tentative booking will be officially cancelled.

1.3 Confirmed bookings: A booking is confirmed once the completed Venue Hire Application form for use of Caloundra Indoor Stadium and where applicable a copy of the Public Liability Insurance has been submitted and deposit has been paid...

1.4 Council reserves the right to refuse or cancel any bookings that do not comply with Council's Conditions of Hire.

1.5 Bookings for regular hirers can only be made up to 14 months in advance.

1.6 Bookings for casual hirers can only be made up to 18 months in advance.

1.7 The person completing the Application of use at Caloundra Indoor Stadium and whose signature appears on the form is subjected to these Conditions of Hire and must be over 18 years of age.

## **Deposit**

1.8 A 25% non refundable deposit must be paid to confirm the booking. An invoice will be issued and payment terms are 30 days.

## **Balance of hire fees**

1.9 An invoice will be issued at the conclusion of the event which will include the balance of hire fees and any incidentals charged during the event. Invoice payment terms are 30 days.

## **Limit of Hire**

1.10 Where the entire facility is not booked, Council reserve the right to permit other events to take place within the venue the same time.

1.11 Council reserves the right to allocate alternative spaces for regular hirers unless agreed by both the Venue Manager and the client.

1.12 Events must conclude by 11pm or negotiated prior with the Manager.

1.13 No refunds will be given to those hirers who finish their event prior to the scheduled completion time.

1.14 The hirer is required to remain on site until the conclusion of the event to ensure all responsibilities are undertaken including cleaning and securing the venue.

## **Cancellation of Bookings**

1.15 Council may cancel the booking with two (2) weeks notice if repairs or alterations to the venue are required.

1.16 Council may cancel the booking with minimal notice:

i) In the event of an emergency i.e.: natural disaster.

ii) The hire fees and or bond have not been paid within the allocated timeframe.

iii) The hirer has not provided evidence of \$20 million Public Liability Insurance.

iv) Council becomes aware that an event good or service proposed to be held/used/provided by the hirer are objectionable, dangerous, infringes any copyright, is prohibited by law, would be detrimental to Council, not in the public interest or concerns are held over the safety of patrons or participants involved in the event or booking.

1.17 The Hirer agrees, under the Conditions of Hire to accept cancellations as detailed in Section i) and j) and waives the right to make any claim by law or in equity, for loss or damage n consequence thereof.

1.18 If a hirer cancels a booking within seven (7) days of their event date and existing bookings have had to be rescheduled or cancelled you may be required to pay for the loss of revenue for those bookings.

1.19 Regular hirers should note that Council reserves the right to cancel a booking by giving three (3) weeks notice in advance on up to six (6) occasions per year.

## **Sub-letting**

1.20 No spaces hired within the building shall be sub-let or any tenancy transferred.

## **2. FEES & CHARGES:**

2.1 Fees and charges are costs for the use of the venue and its facilities and equipment. Fees and charges are adopted by Council at the beginning of each financial year and are not negotiable.

2.2 Regular hirers will be invoiced at the end of each month.

## **Security bond**

2.4 A bond may be requested. The hirer will be advised if a bond is required and the value of the bond. The value will be dependent on the size and type of event. The bond is required as security against loss, theft and damage to the venue and/or any fittings, fixtures, or furniture and penalty cleaning charges.

2.5 The payment of a security bond amount as determined is required no less than twenty eight (28) days prior to the event date.

### **3. CONDITIONS:**

#### **Alcohol**

3.1 The hirer must comply with the legislation under the jurisdiction of the State Government's Liquor Licensing Division. This can be arranged by contacting that department on 13 13 04 or by visiting the website: [www.liquor.qld.gov.au](http://www.liquor.qld.gov.au). A copy of any liquor licence/permit issued for an event must be provided to the venue prior to the event date.

3.2 Commercial entities supplying complimentary alcohol must contact Liquor Licensing for details.

3.3 Under no circumstances is alcohol allowed to be consumed outside the designated area or carried off the premises.

3.4 Security personnel will be required at events where alcohol is served, at the discretion of the Council and/or in accordance with the licence/permit obtained.

#### **Animals**

3.5 Animals are not permitted in the venue, with the exception of guide dogs for visually impaired persons.

#### **Child Protection Requirements**

3.6 Hirers whose activities include children under the age of 18 years must comply with current legislation with regard to Working with Children. This includes having undertaken appropriate risk assessments and holding a current blue card (unless the child's parents/guardians are on the premises). For more information refer to [www.ccycpcq.qld.gov.au](http://www.ccycpcq.qld.gov.au)

#### **Cleaning**

3.7 The hirer of the venue will be responsible for all cleaning/ charges including the return of all furniture to appropriate storage areas, sweeping and mopping, and collection of any litter from the Venue and surrounds.

3.8 Staff should be notified if any additional cleaning is required. Commercial cleaning charges will be charged for any additional cleaning required.

3.9 No rubbish of any kind will be left within the venue or surrounds.

3.10 Any area left in an unacceptable condition will incur additional costs to be borne by the hirer. The user will be advised by phone or email within 48 hours.

#### **Damage & breakages**

3.11 The hirer is responsible for the full replacement cost of any damage or breakages to the building, its fittings and contents. Repairs are to be undertaken by a tradesperson licensed in the relevant trade as agreed and/ or appointed by Council.

3.12 All breakages must be reported to the caretaker and/or venue staff.

#### **Disputes**

3.13 Any dispute or difference arising from the hire of the venue will be dealt with in accordance with Council's Complaints Management Process.

#### **Electrical equipment**

3.14 All electrical leads must have current service test tags displayed at all times. Electrical leads must not be used where current tags are not displayed. Any equipment installed by a hirer under a separate agreement with the venue is exempt from any and all venue maintenance agreements.

3.15 Costs of damages incurred as a result of faulty electrical equipment will be borne by the hirer.

#### **Fire exits/fire fighting equipment**

3.16 Fire exits must be kept unlocked and clear of obstacles for a distance of two (2) metres at all times. The hirer shall keep each corridor, passage and exit in the venue clear of obstructions and ready for use in an emergency. It is the responsibility of the hirer to observe all venue signage relating to fire and safety precautions. The hirer must not interfere with the fire doors and doors fitted with automatic closures.

3.17 Emergency equipment including fire extinguishers and hoses is located throughout the venue. A two (2) metre square area must be left clear around these safety items at all times. These are to be used only in the event of an actual emergency. Any use of these devices resulting in a false alarm and subsequent callout by the Qld Fire & Rescue Service will result in a fine of \$1,000 which will be charged to the hirer.

3.18 The hirer must advise if the fire extinguishers have been used in any way. If Council considers that the fire equipment is or has been used in an irresponsible manner the cost of inspection and replenishing will be charged to the hirer.

## **First aid supplies/information**

3.19 It is the responsibility of the hirer to provide first aid supplies and administer any first aid they feel necessary during an event.

## **Noise**

3.20 The maximum volume permissible inside the venue is 90 decibels unless otherwise specified by the venue.

3.21 It is expected that the surrounding businesses and residents are respected. The hirer is responsible for the preservation of good order during and following the hire of the venue. Use of all amplifying equipment must cease at 11:00pm, unless approved otherwise by the Venue Manager.

## **Notices/advertising/media releases**

3.22 Notices or announcements of any event or function shall only be displayed in the venue or the grounds with the approval of venue staff. Community notice boards provided by the venue are to be used by venue hirers only, and only with the prior permission of venue staff. All media and promotional information involving or naming the venue shall be provided to venue staff for approval prior to release. Outdoor signage may be displayed on site on the day of the event only.

## **Signage and banners**

3.23 Erection of signage and banners at the event site is permitted subject to the approval of the stadium Manager, without written prior approval from Council.

3.24 Any signage or banners in use must adhere to the following:

- No ground piercing devices are to be used.
- Signage must not be tied, drilled, screwed or nailed into trees, signs, posts or any other Council property.
- Signage must be secured in a manner to ensure it does not become hazardous during windy weather conditions.
- Signage must not create a visual distraction to passing traffic.
- Signage must allow for unrestricted movement by cyclists and pedestrians.
- Signage must be removed immediately after the event.

## **Public Liability Insurance**

3.25 Hirers who are non commercial not incorporated and use the venue for fewer than ten (10) days over a twelve month period are covered by LGM Queensland Additional Liability Cover (Casual Hirers). Regular Hirers (a hirer that uses the venue in excess of ten (10) days over a twelve (12) month period) and required to provide a Certificate of Currency.

3.26 The hirer will provide to Council a certificate of currency of at least \$20million public liability insurance cover current for the duration of the event, and a copy is to be submitted with the completed Venue Hire Application Form prior to the event date.

3.27 The hirer shall be liable for, and will indemnify Council against and claim, loss, damage or injury to any person or property arising from the hire of the venue.

## **Risk Management**

3.28 The hirer agrees to carry out any instruction or direction given by Council or its delegated officer, with regard to complying with Workplace Health and Safety legislation or to minimise damage to the facility during the conduct of the event or booking. This includes participating in an Induction Session prior to the commencement of the event or for regular hirers, once per year.

3.29 At no time does Council accept any responsibility for any user's personal property whilst at the facility nor does Council accept any responsibility for any property of any the hirer/user allows in the facility.

3.30 It is the responsibility of the hirer to ensure that children attending an event are supervised by adults at all times.

3.31 The hirer agrees to abide by the Caloundra Indoor Stadium's maximum capacity guidelines at all times, as set by Fire Safety Authority and Council. Council will not be held responsible for any criminal charges or repercussions that could arise where the hirer has failed to comply with these guidelines.

3.32 The hirer agrees to uphold the minimum safety standards (or higher) of the peak industry body of the association or sport throughout the course of the event or activity being undertaken.

3.33 Any motor vehicle driven or parked in the confines of the facility is entirely at the owners risk and no responsibility is accepted by the Council for any theft or damage thereto.

## **Smoking**

3.34 Smoking is not permitted within the Venue at all times or within 4 meters of any entry, exit or undercover areas. Any smoking in or near the venue which results in a smoke detector activation and subsequent call out by the Fire Service will result in a fine of up to \$1,000 to be paid by the hirer.

## **Security**

3.35 Security personnel will be required at events where alcohol is served, at the discretion of the Council and/or in accordance with the licence/permit obtained. The cost and hire of security personnel will be the responsibility of the hirer.