

## CONDITIONS OF HIRE

### Community Spaces

(Bellvista Meeting Place / Community CoLab / Kawana Forest Meeting Place / Kawana Island Meeting Place / Namba Meeting Place / Coolum Civic Centre / Kawana Community Hall)

#### Definitions

- **Hirer** means the person or body specified in Part 1 of the Venue Hire Application Form.
- **Council** means Sunshine Coast Regional Council.
- **Regular Hire** means a minimum of twelve (12) bookings over a twelve-month period.
- **Casual Hire** means less than twelve (12) bookings per twelve-month period.
- **The Venue** means the venue you have chosen to hire as per Part 2 of the Venue Hire Application Form.
- **Hire Period** means the time of entry into the venue, including set up time, until the completion of pack-down. Minimum hire period is one (1) hour.

### 1 PROVISION OF SERVICE

#### Bookings

- 1.1 Bookings are made by completing a Venue Hire Application Form. All hire fees must be paid in full fourteen (14) days prior to your event date.
- 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.
- 1.3 Confirmed Bookings: A booking is confirmed once the signed Event Agreement and a copy of the \$20M Public Liability Insurance have been submitted and the 25 % non - refundable deposit (see 1.8) has been paid.
- 1.4 Council reserves the right to refuse or cancel any booking/s that do not comply with Council's condition 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 Venue Hire Application Form, and whose signature appears on the form, is subject to these conditions of Hire, and must be over 18 years of age.

#### Deposit

- 1.8 A 25% non-refundable deposit must be paid within ten (10) working days of receiving your Event Agreement which outlines costs associated with the booking. A deposit can be refunded due to Force Majeure should the venue not be able to facilitate the booking by way of lockdown closure.

#### Limit of Hire

- 1.9 Where the entire facility is not booked, Council reserves the right to permit other events to take place within the Venue at the same time.
- 1.10 Council reserves the right to allocate alternative spaces for regular hirers.
- 1.11 Events held at Coolum Civic Centre and, Kawana City Hall must conclude by 11.00pm and vacate premises by midnight. The use of all amplifying equipment/music must cease by 10.00pm.
- 1.12 Events held at Bellvista- or Kawana Island Meeting Place must conclude by 9.30pm and vacate the premises by 10pm.
- 1.13 Events held at Community CoLab and Namba Meeting Place must conclude by 7.45pm and vacate the premises by 8.00pm
- 1.14 Events held at Kawana Forest Meeting Place must conclude by 8.30pm and vacate the premises by 9.00pm

- 1.15 No refunds will be given to those hirers who finish their event prior to the scheduled completion time.
- 1.16 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

- 1.17 Council may cancel the booking with two (2) weeks' notice if:
  - The venue is required for Shire, State or Federal elections
  - Repairs or alterations to the venue are required.
- 1.18 Council may cancel a booking with minimal notice if:
  - In the event of an emergency ie: natural disaster.
  - The hire fees and/or bond have not been paid within the allocated timeframe
  - The hirer has not provided evidence of \$20 Million Public Liability Insurance
  - Council becomes aware that the event, goods or services proposed to be held/ used/ provided by the hirer are objectionable, dangerous, infringes any copyright, is prohibited by law, or would be detrimental to Council.
- 1.19 The hirer agrees, under the Conditions of Hire, to accept cancellations as detailed in Section 1.17 & 1.18 and waives the right to make any claim by law or in equity, for loss or damage in consequence thereof.
- 1.20 The hirer must give Council at least two (2) weeks' written notice should the hirer need to cancel a booking otherwise charges will apply. A fee equivalent to 50% of the total venue hire fee will be charged. Cancelled bookings forfeit the 25% deposit paid.
- 1.21 If a hirer cancels a booking within seven (7) days of their event date, for reasons other than Force Majeure, the full venue hire fee, plus any expenses incurred by the venue, will be charged.
- 1.22 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 calendar year.

#### Sub-Letting

- 1.23 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 Incorporated associations and other not-for-profit groups will be asked to provide supporting documentation to qualify for community rates.
- 2.3 Regular hirers will be invoiced at the end of each month.

#### Security Bond

- 2.4 A security bond is required as security against loss, theft and damage to the building and/or any fittings or furniture within the building, and penalty cleaning charges.
- 2.5 The payment of a security bond amount as determined in the scheduled fees and charges is required fourteen (14) 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 its 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 event date.

- 3.2 Commercial entities supplying complimentary alcohol must contact Liquor Licensing for details.
- 3.3 Security personnel will be required at events where alcohol is consumed, at the discretion of Council and/or in accordance with the licence/permit obtained.
- 3.4 Under no circumstances is alcohol allowed to be consumed outside the designated area or carried off the premises.
- 3.5 Alcohol is not allowed to be consumed at Community CoLab, Kawana Forest Meeting Place and Namba Meeting Place.

#### **Affiliations**

- 3.6 Sunshine Coast Regional Council is affiliated with the Queensland government's companion card scheme. The scheme operates to ensure an equitable and consistent approach to admission arrangements for people with a disability who require the support of a carer / companion and is underpinned by the Commonwealth Equal Opportunity Act (1986) and Disability Discrimination Act (1992). The scheme allows the carer / companion admission to all shows at venues operated by the owner at no charge and in the same price reserve as the cardholder. Tickets issued under the scheme are issued at no cost to the hirer and are drawn from available seats at the time of issue.

#### **Animals**

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

#### **Catering/Kitchen Use**

- 3.8 Use of the kitchen is inclusive to all hirers.
- 3.9 Where the facility is booked by multiple hirers, Council reserves the right to permit shared use of the kitchen at the same time.
- 3.10 The kitchen, including all surfaces and appliances, must be thoroughly cleaned and restored to its proper condition at the completion of the hire. Council will engage professional cleaners where required and costs will be charged to the hirer.

#### **Child Protection Requirements**

- 3.11 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.bluecard.qld.gov.au](http://www.bluecard.qld.gov.au)

#### **Cleaning**

- 3.12 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. All outdoor bins must be lined before use and emptied when necessary, during events. All indoor bins must be lined before use, cleaned and returned to the appropriate location after use. No rubbish of any kind will be left within the Venue, courtyards or surrounds.
- 3.13 Extra cleaning charges may be applicable dependant on booked day/hours of use, and to events where food/beverages or alcohol is consumed and/or for events with a large number of attendees.

#### **Room Hire Requirements**

- 3.14 At the commencement of the hire period, the hirer will notify Council of any obvious defects at the venue. The hirer otherwise agrees to acknowledge that the venue is in suitable repair and clean condition at the commencement of the hire period.

- 3.15 The hirer must not mark, damage or make alteration to any part of the venue or erect or install any fixtures, fittings or other attachments.

- 3.16 Decorations may not be placed or affixed in any way that may cause damage to any part of the venue (eg. interior/exterior floors, walls or other surfaces).

- 3.17 The hirer must remove all decorations and will be responsible for all costs associated with any damage to the venue caused by the decoration.

- 3.18 Decorations will only be permitted at the discretion of the venue manager.

#### **Damage and Breakages**

- 3.19 The hirer is responsible for the full replacement cost of any damage or breakages to the building, its fittings and contents.
- 3.20 All breakages must be reported to the caretaker and/or venue staff.

#### **Disputes**

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

#### **Electrical Equipment**

- 3.22 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.
- 3.23 Any equipment installed by a hirer under a separate agreement with the venue is exempt from any and all venue maintenance agreements.

#### **Fire / Fire Exits / Fire Fighting Equipment**

- 3.24 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.
- 3.25 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 which will be charged to the hirer.
- 3.26 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.
- 3.27 Naked flames, candles, incense, haze or smoke machines, fireworks, pyrotechnics, cooking (cooking other than in the commercial kitchen if available) or any activity that creates smoke or steam are not permitted in the venue. In the event of a Fire Alarm activation and subsequent callout by the Qld Fire & Rescue Service will result in a fine charged to the Hirer.
- 3.28 The hirer must call Emergency Services on 000 immediately, in the event of a Fire and/or Emergency that requires evacuation of the venue.

#### **First Aid Supplies / Information**

- 3.29 It is the responsibility of the hirer to provide first aid supplies and administer any first aid they feel necessary during an event.
- 3.30 A serviced defibrillator is located within the venue. The hirer must advise if the defibrillator has been used. If Council considers that the equipment has been used in an irresponsible manner the cost of inspection and replenishing will be charged to the hirer.

3.31 All first aid incidents must be reported to venue staff for further examination or investigation if applicable.

#### **Noise**

3.32 Use of all amplifying equipment/music must cease by 10.00pm. When amplifying noise/music is used, the windows, curtains and doors must be closed to minimize bleeding of noise.

3.33 The maximum volume permissible inside the venue is 90 decibels. Penalties may apply if noise levels are exceeded.

3.34 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.

3.35 Liquor Licensing noise restrictions must be adhered to on licensed premises.

#### **Notices / Advertising / Media Releases**

3.36 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.

#### **Public Liability Insurance**

3.37 Hirers are required to provide evidence of Public Liability Insurance cover for the hire period, and a copy of the Certificate of Currency is to be submitted with the completed Venue Hire Application Form prior to the event date. In instances where certain factors exist, some Hirers may be covered by Councils Liability Insurance Cover. The hirer can discuss Public Liability requirements with a Council Venue Officer.

3.38 The hirer shall be liable for, and will indemnify Council against, any claim, loss, damage or injury to any person or property arising from the hire of the venue, except to the extent that such a claim, loss, damage or injury arises from the negligence of the Council, it's staff and officers.

#### **Risk Management**

3.39 The hirer agrees to carry out any instruction or direction given by Council with regard to complying with Workplace Health and Safety legislation including participating in an Induction Session prior to the commencement of the event or for regular hirers, once per year.

3.40 At no time does Council accept any responsibility for the security or safety of the hirer's property.

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

3.42 The Hirer agrees to abide by the selected Venue's maximum capacity guidelines, at all times, as set by the 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.

#### **Smoking**

3.43 Smoking is prohibited in the venue and surrounds at all times.

#### **Security**

3.44 Security Guards are a requirement for all events where alcohol is consumed and for all events where there are minors (under 18 years) in attendance.

3.45 The hirer must engage a registered security firm who, in turn, must send written confirmation of their engagement at the event. Confirmation must list the number of Security Guards employed and the duration of their service.

3.46 A Party Safe Information Pack is available from the local police station or by visiting [www.police.qld.gov.au](http://www.police.qld.gov.au)

3.47 Please ensure a signed copy of a Party Safe Registration Form is forwarded to Council.

#### **Broadcasting and publication**

3.48 If during the Booking Period you or any of your Guests display, perform, broadcast, publish or in any way use any works or material which intellectual property rights subsist (including but not limited to copyright and moral rights):

i. You must ensure that the intellectual property rights are not infringed; and

ii. You must pay all royalties due to the Australian Performing Right Association or any other body in respect of the use of the works or material.