



AGNES WATER COMMUNITY CENTRE & AGNES WATER MEETING ROOM CONDITIONS OF HIRE

71 Springs Road Agnes Water Qld 4677

Phone: (07) 4902 1515

Fax: (07) 4902 1599

Email: agneswaterrtc@gladstone.qld.gov.au

THE GLADSTONE REGIONAL COUNCIL

The Gladstone Regional Council (hereafter referred to as "Council") grants the hire of rooms subject to but not limited to the following conditions of hire.

VENUE COORDINATOR

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

CONDITIONS OF HIRE

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

1. 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 & Commercial - (will incur a full rate of hire)

Any group, individual or organisation that cannot be defined as a Community Organisation or Public Benefit Group.

Community

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, Art and Hobby Groups, Local Government, Education Facilities i.e. for staff development or graduation ceremonies, exams, Arts Council.

Public Benefit

The following group/users only:-

Red Cross Australia blood donations, Free Toy Library, Free One to One Counseling, Department of Health where the venue is to be used for free monitoring of health and wellbeing i.e. Child Health, Women's Health, Continence Clinics, Respite Care.

All fees and charges are to be paid a minimum of 72 hours prior to functions being held by non-regular users. Regular weekly hirers will be issued with an account at the close of each calendar month.

All charges where an hourly rate applies will be in charged whole hours e.g. if bookings run over time charges will be invoiced for the additional hour/s. 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 booking. Thirty minutes either side of a function is allowed, at no cost to the hirer, for setting up and clearing away tasks. If additional time is needed for larger functions or in special circumstances arrangements should be made with the Venue Coordinator.

Please ensure that arrangements are made with the Coordinator 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.

2. SECURITY BOND

A security bond * shall be paid by the hirer 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 Coordinator 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 additional cleaning the deposit will be returned within four weeks of the use of the premises.

* The security bond is subject to change and is set annually and included in Council's schedule of fees and charges

3. 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 and a security bond has been paid.** Following confirmation of the booking the Venue Coordinator will supply the hirer with the relevant paperwork for the venue. No bookings will be taken on Public Holidays unless by arrangement with the Venue Coordinator. Any amendments to bookings must be made in writing on the appropriate form.

Long-term regular bookings are permitted in all rooms except for the Agnes Water Community Centre on Friday and Saturday. Long term regular hirers may, at the Venue Coordinator's discretion and upon a minimum of four weeks notice, be advised that the room is unavailable due to a one-off booking being given preference.

Hirers completing the agreement form and whose signature appears on same must be 21 years of age or over, and be subject to the following:-

1. Photo identification to be shown upon request by the Venue Coordinator. Council reserves the right to refuse hire of the venue where age verification cannot be established.
2. Must be responsible for the supervision of the function
3. Must be responsible for the conduct of the people attending the function and ensuring that the conduct of those attending is of an appropriate manner. Destruction of property will not be tolerated.

4. REFUSAL TO GRANT HIRE

It shall be at the discretion of the Venue Coordinator to refuse to grant the hire of the premises, 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 Venue Coordinator 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.

5. SECURITY

The hirer shall, if so directed by the Venue Coordinator, arrange for security personnel (one guard for each 50 persons or part thereof) from a registered security firm to be in attendance for the duration of the function.

Hirers are required to check that all lighting (including toilets), electrical equipment, urns and extraction fans are 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 any 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.

6. PERMISSION TO OCCUPY

The hirer shall only be entitled to the use of the particular part or parts of the premises set out in the agreement form during the times stipulated on the date hired and 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. Hirers that are granted permission to use the rooms shall not assign the right of use to any other person, organisation or body.

7. KEYS

Keys must be collected Monday to Friday during office hours and must be returned to the relevant office the same or next working day or through the after-hours return chute at the Library. Loss of keys will result in the hirer being invoiced for costs incurred for the replacement of same. It is the hirer's responsibility to gain access to the venue booked and to lock and secure the venue at the close of the booking. It is the hirer's responsibility to ensure that caterers, bar staff, florists, musicians etc. are made aware of times that access is available and to provide such access within these times so that security devices are not activated.

8. FURNITURE AND EQUIPMENT

A full list of equipment and furniture and facilities in each room is available from staff upon request. Hirers are responsible for setting up and packing away of furniture and equipment. **Furniture is not to be moved from room to room under any circumstances.** Following the booking all tables must be

wiped, all chairs stacked and all furniture packed into the storeroom in the appropriate locations so as to be easily accessible to the next hirer.

Furniture will not be hired out under any circumstance. If staff or cleaners are required to move furniture after a booking the hirer will be invoiced for costs incurred by Council. Table and chair trolleys are not to be taken outside for any reason.

Please be aware that no first aid kits are supplied at Council venues. It is the responsibility of the hirer to provide first aid kits for their customers and guests.

9. 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 who use the Venue more than twelve times in any 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".

10. 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 premises 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, 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.** Glass and dish washers are to be thoroughly cleaned and drained as per instructions supplied. 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 premises.

All rooms are to be swept, ensuring all decorations, confetti and debris are removed and spills mopped.

Failure to comply with these conditions will result in the hirer being invoiced for the payment of extra cleaning charges incurred by Council. Higher cleaning rates will apply for weekend bookings.

11. SMOKING

All rooms are declared **non-smoking** areas. Smoking is not permitted within five metres of any building entrances and then only on open balcony areas. 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.

12. USE OF FACILITY AFTER ENGAGED TIME

No functions are permitted to continue past 1-00am. It is the hirer's responsibility to ensure that attendees are aware of this condition of hire. If the premises are 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. It is the hirer's responsibility to ensure that attendees are aware of this condition of hire.

13. 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.

14. DAMAGES

The hirer will be financially liable for any damages or loss caused by their guests or suppliers or contractors. 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 Venue Coordinator. **Blue tac, sticky tape or any adhesive substances are not to be used under any circumstances.**

No notice, sign, advertisement, scenery, fittings or decorations of any kind shall be erected on the building or attached or affixed to walls, doors or any other portion of the building, fittings or furniture without consent of the Venue Coordinator. 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 Venue Coordinator. The hirer shall be invoiced for any damage to Council property as a result of non-compliance of this condition of hire.

15. THEFT

Neither the Council nor its servants shall be liable for any loss or damage sustained to any person, merchandise, equipment, personal articles, firm or corporation entrusting to or supplying any article or thing to the hirer by reason of 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. CANCELLATION OF BOOKING

All cancellations or alterations to bookings must be submitted in writing.

Except for the Agnes Water Community Centre

Any cancellation of **one-off** bookings for the hire of the premises shall be made at least thirty 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.

Agnes Water Function Room - any cancellation or change of date for a booking made:-

- 6 months or more prior to the hire date shall receive a full refund of the bond.
- 6 months or less prior to the hire date shall incur a cancellation fee of 50% of the bond.
- 3 months or less prior to the hire date shall incur a cancellation fee of the entire bond.
- 30 days or less prior to the hire date shall incur a cancellation fee of the entire bond plus the normal hire fees calculated.

Regular Bookings - Any cancellation of **regular** bookings for the hire of the premises shall be made at least 8 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.

17. 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.

18. 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.

19. 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. Naked flames, fireworks or dangerous chemicals are not permitted under any circumstances.

The hirer is required to give those in attendance an induction of the evacuation procedures at the commencement of the function. In the event of an emergency, Fire Evacuation Procedures, as supplied to hirers, must be complied with.

20. 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>

21. LIQUOR

The sale of liquor on the premises requires the hirer to obtain a permit from the appropriate authority.

It is the responsibility of the hirer to contact the Office of Liquor Gaming & Racing 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 to the 13 QGOV (13 74 68). Hirers are responsible for hiring of bar staff and ensuring they are aware of their responsibilities and duties.

22. 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.

23. 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

Council reserves the right to conclude a booking should the Venue Coordinator believe the event is not being conducted in an orderly and/or lawful manner or if the hirer has supplied incorrect information on the agreement form in regards to the type of event being held. Such deception will result in the forfeiture of the bond. Should the event conclude early for this reason Council will not be responsible for any loss, damages or expenses incurred due to the early conclusion of the event.

-oOo-

**Please do not hesitate to contact the Agnes Water RTC on
4902 1515 during office hours
Monday to Friday 9.00am to 4.30pm
Email: agneswaterrtc@gladstone.qld.gov.au**

**Closed Public Holidays
Payments for Hall Hire can only be made during cashier hours 9.00am to 4.30pm
Monday to Friday**