



## GLADSTONE REGIONAL COUNCIL MT LARCOM HALL CONDITIONS OF HIRE

47 Raglan Street, MT LARCOM QLD 4695

**Phone:** (07) 4975 1205

**Fax:** (07) 4975 8500

Email: [info@gladstonerc.qld.gov.au](mailto:info@gladstonerc.qld.gov.au)

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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 1<sup>st</sup> 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 and special interest clubs or groups whose profits cannot be distributed to its members.

### CONDITIONS OF HIRE

The Council grants the hire of halls 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 special arrangement.

#### 2. SECURITY BOND

A security bond in the sum of \$350 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 Council 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.

Please ensure that arrangements are made with 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.

### **4. USE OF FACILITY AFTER ENGAGED TIME**

If the area is 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.

### **5. CANCELLATION OF BOOKING**

Any cancellation of one-off bookings for the hire of this room 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.

### **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 ten 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](http://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](http://www.standards.org.au).

## **9. PERMISSION TO OCCUPY**

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 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**

The hirer shall, when so directed by the Council, arrange for security from a registered security firm to be in attendance for the duration of the function. Hirers are required to check that 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. Any damage or theft which occurs due to the above checks not being undertaken may result in repair costs being invoiced to the hirer. The hirer must comply with entry and exit times.

## **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. COUNCIL**

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

## **17. REFUSAL TO GRANT HIRE**

It shall be at the discretion of the Council to refuse to grant the hire of a hall, 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 Council 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 hall 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 kitchen and bar items must be washed and left as they were found upon arrival. Tablecloths, tea towels and washing up liquid are not supplied. All benches in the kitchen and/or bar are to be cleaned and all crockery/cutlery and bar items are 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. 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 any room of the Centre.

All rooms without carpet are to be swept, ensuring all decorations, confetti and debris are removed. Carpeted areas are to be cleared of decorations, confetti and debris. Failure to comply with these conditions will result in extra cleaning charges of \$35 per hour (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 without prior approval of Council. **Blue tac, sticky tape or any adhesive substances are not to be used under any circumstances.** 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 Council.

## **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 Council. 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 or in contravention of Queensland Government Legislation.

## **24. LIQUOR**

The sale of liquor on the premises is forbidden unless the hirer obtains a Licence from the appropriate authority, and the Licence is produced to the Council who shall make an endorsement on the Schedule to the application.

It is the responsibility of the hirer to obtain a liquor licence. **Note:** licenses are not required for private functions where liquor is not being sold e.g. weddings. Liquor licences can be obtained from the QLD Office of Liquor and Gaming. Contact details are **13 74 68**. Hirers are responsible for hiring of bar staff and ensuring they are aware of their responsibilities and duties.

## **25. FREE ACCESS**

Any officer or employee of the Council whom the Council may appoint, shall at all times be entitled to free access to any and every part of the building.

## **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 Property Manager therein 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. ROOMS**

Long-term regular bookings are permitted in halls.

No eskies are allowed as they may damage the polished surface of the floor.

## **30. 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.

## **31. FURNITURE AND EQUIPMENT**

A full list of equipment and furniture and facilities available in each hall is available from staff upon request. Individual groups are responsible for setting up of furniture. Staff must be advised on the Hall Hire Agreement Form of any extra equipment required. Following the function all tables must be wiped and placed back into table trolleys and all chairs stacked.

Furniture in the Halls is for use within the hall only and will not be hired out under any circumstances.

## **32. KEYS**

Keys must be collected during Business Hours for all bookings. Keys are to be returned on day of hire, if practicable, or next business working day.