

# CONDITIONS OF HIRE OF COUNCIL FACILITIES



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Inglewood Qld 4387

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Goondiwindi Regional Council grants the hire of Council facilities subject to the following conditions:

## **1. APPLICATION AND INSURANCE**

The right to use Council's facility is subject to Council receiving an application in the required form signed by the proposed hirer undertaking to comply with these conditions. If the proposed hirer is a club, sporting body or incorporating organisation, the application must include a copy of the certificate of currency of the public liability insurance cover. Casual hirers, who are defined as "third parties" who hire Council facilities no more than a total of ten (10) days over a twelve (12) month period are covered under the scope of Council's public liability policy.

All bookings must be accompanied by the respective hire fees and security bond (*Attachment A*) and shall be payable one (1) week prior to the date of the function.

## **2. REFUSAL TO GRANT HIRE**

It shall be at the discretion of the Chief Executive 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 deposits paid, the CEO 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.

## **3. SECURITY BOND**

Security bond in accordance with Council's Schedule of Fees and Charges shall be paid by the hirer at the time of booking as a guarantee of fulfilment of these conditions, and as security against damage to the building or any fittings and furniture contained therein and for any cleaning arranged by Council resulting from the hirer's use of the premises. The hirer shall be liable on demand by Council's Administration 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 the conditions of usage or damage to the building or any fittings and furniture therein or abnormal cleaning, the deposit will be returned within one week of the use of the premises.

## **4. HOURS OF USE AND ACCESS**

Prior to each function and the issue of keys, the hirer must stipulate with Council's Administration Officer, the hours of use at the centre, including preparation arrangements, finishing time of actual function and approximate clean up times. All functions **must finish at 12midnight** unless prior arrangements are made with the nominated Council Officer.

Please note that the premises must be completely **vacated within thirty (30) minutes** of the function's stipulated finishing time. If the area is not vacated by the nominated time, the hirer may forfeit the entire security bond. Every consideration must be given to the people using and vacating the area to the residents who live nearby in regard to minimising noise and unruly behaviour.

The master key for use of the facility is to be collected and signed for at the Town Library. The key is to be returned immediately after use; if the hire of the facility is over the weekend, the key is to be collected Friday and returned as soon as possible on the following Monday. No duplicate keys are to be cut and no unauthorised access will be permitted.

## **5. PREPARATION FOR FUNCTIONS**

Provided the facility is available, the hirer may prepare the facility or cold room for the function during the day preceding the booking. These privileges apply only if all the charges and security deposit are fully paid.

No decorations are to be attached to any ceiling fan.

## **6. CANCELLATION OF BOOKING**

Any cancellation of a booking for the hire of the premises shall be made at least 48 hours prior to the date of the function otherwise a cancellation fee of \$20.00 will be levied.

## **7. INDEMNITY**

The hirer agrees to indemnify, and keep indemnified, and to hold harmless Goondiwindi Regional 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.

## **8. ACTS AND REGULATIONS**

The hirer shall conform to the requirements of the *Health Act, Workplace Health and Safety Act 1995, Local Government Act 1993*, Council Local Laws or Regulations 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 notices given to the proper officers.

## **9. 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, or of any part of the building.

## **10. PERMISSION TO OCCUPY**

The hirer shall only be entitled to the use of the particular part/s of the building hired on the date 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 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 Council may at its discretion allow other individuals and groups to have casual use of the premises.

## **11. ASSIGNMENT**

Hirers that are granted permission to use the facilities shall not assign the right of use to any person, organisation or body.

## 12. ADULT SUPERVISION

Hirers under the age of 21 years must have the application form referred to in Clause 1 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.

## 13. SEATING – TABLES & CHAIRS

The hirer may vary the arrangement of the seats in any facility provided that they are arranged in conformity with the Public Health Regulations. At the completion of the function table and chairs are to be stowed properly in the storage room – in the same position as found. Chairs and other furniture must not block the exist access. All tables are to be folded flat and stacked according to size in the storage room. The smaller tables are to be stacked on the table-carrier and wheeled into the storage room.

## 14. SEATING CAPACITY

The maximum seating capacity for functions in Council facilities are:

COUNCIL FACILITY	MAX. SEATING CAPACITY
Civic Centre, Inglewood	200
(Catering capacity)	160
MacIntyre Sports Complex, Inglewood	100
Memorial Hall, Texas	150
(Catering capacity)	125
Sports Complex, Texas	120

## 15. 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.

## 16. CONFECTIONERY

Ice-cream, chocolates or other refreshments of any kind whatsoever shall only be sold in the main foyer of the hall unless permission in writing is obtained from Council.

## 17. POLICE

The hirer shall, when so directed by Council, arrange for police attendance.

## 18. DETERMINATION

If the hirer commits, permits or allows any breach or default in the performance and observance of any of these conditions, 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.

## **19. THEFT**

Neither Council nor its servants shall be liable for any loss or damage sustained by the hirer or any person, organisation 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 Council against any claim by any such person, firm or corporation in respect of such article or thing.

## **20. COUNCIL OFFICER**

Whenever appearing in these conditions and where the context so admits the expression *nominated Council Officer* shall be deemed to include any other Officer of Council acting with the authority of the Chief Executive Officer.

## **21. GOOD ORDER**

The hirer shall be responsible for 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.

## **22. PIANO**

The Council's piano must not be moved off the stage and no piano shall be brought into the building without the permission of the Branch Manager. Any authorised movement of pianos shall be done under the supervision of the Branch Manager. Upon the return of the piano to its original position on the stage, Council shall arrange for the retuning of the piano and the cost of use returning shall be paid by the hirer.

## **23. FIRE SAFETY**

The hirer must acknowledge that they will inform all occupants of the premises to the 'Fire Evacuation Procedure' prior to the commencement of the function.

### **Stage Curtains:**

Persons renting the hall facilities are advised that the stage curtains are not fire resistant and are currently being replaced by fire resistant ones. Anyone using the stage must carry out a Risk Assessment in line with the type of performance being staged taking into account additional measures to handle fire safety risks.

## **24. CLEANLINESS**

The hirer is responsible for leaving the premises in a clean and tidy state, 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.

### **24.1. Method of Cleaning**

Council's polisher is not to be used under any circumstances.

The stage and dance floor areas are to be thoroughly swept. Spillages or sticky areas are to be wiped with a damp mop or cloth.

All carpented areas are to be vacuumed.

The supper room, kitchen, bar area, toilets and passageways are to be thoroughly swept, and mopped with clean water to which has been added a small quantity of mild detergent (available from cleaner's cupboard).

The tiled area of the foyer is to be thoroughly swept and then mopped as specified above.

All plastic tables and chairs are to be wiped with a cloth dampened by clean cold water to which a mild detergent has been added.

The courtyard and all other outdoor surroundings are to be cleaned of litter, cigarette butts, etc. and left tidy.

The cold room, when empty, is to be turned off and the wooden floor grating lifted and the floor mopped out. Other areas are to be wiped with a damp cloth. Perishable items may remain in the cold room until Monday lunch time, after which charges will apply.

Kitchen appliances, cutlery crockery are to be thoroughly washed, dried and stacked into the cupboards where indicated in the kitchen annex.

The refrigerator is to be turned off, cleaned with a damp cloth and left with the door ajar.

The stove is to be turned off at the gas bottle outside. All surfaces are to be wiped clean.

The sink and all kitchen benches are to be cleaned after use.

Barbecue equipment must be cleaned after use.

## **25. DAMAGES**

Floors, walls, curtains or any other part of the building or any fittings 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.

All damages should be reported to Council on the next working day following the function on the inspection report form to Council's Administration Officer.

A nominated Council Officer will inspect the facility after its use prior to refund of the bond.

## **26. SIGNAGE AND STAGE FITTINGS**

No notice, sign, advertisement, scenery, fittings or decorations of any kind shall be erected on the building or attached to furniture without prior consent of the Branch Manager. No such articles are to be attached to ceiling fans or light fixtures. 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 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 Branch Manager. All such articles and property shall be removed by the hirer at the end of the function.

## **27. PUBLIC ADDRESS SYSTEM**

The amplification and public address system is to be used for voice amplification only. Two (2) microphones are provided, one standard microphone for use from stage and one cordless

microphone (radio type) for use in any part of the facility. Please ensure that the equipment is turned off when not in use.

#### **28. AMPLIFIED SOUND**

The hirer is required to ensure that the levels of amplified sound emitted from the building does not cause nuisance to the surrounding residents and should frequently monitor such emission from the courtyard area, especially after midnight.

#### **29. SMOKING**

Smoking is not permitted in any Council building.

#### **30. LIQUOR**

The sale of liquor on the premises is forbidden unless the hirer obtains a permit from the appropriate authority, and the permit is produced to the Chief Executive Officer or their delegated Officer. The hirer shall notify the Police should alcohol be consumed in the premises.

#### **31. ENTERTAINMENT**

The Branch Manager may require the hirer to submit for approval the subject and program for any entertainment or lecture prior to the use of the premises.

#### **32. FREE ACCESS**

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

#### **33. DISPUTES**

In the event of any dispute or difference arising as to the interpretation of these conditions or of any matter of thing contained therein, the decision of the Branch Manager thereon shall be final and conclusive.

#### **34. 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/s, and the hirer agrees to indemnify Goondiwindi Regional Council against any claim for breach of copyright or any other action herewith.