

BASIS OF HIRE AND USE

1. All Halls are to be cleaned and vacated **by no later than midnight**. Overnight stays are prohibited.
2. Load limits apply and use of heavy equipment, machinery, inflatable rides, castles etc is prohibited.
3. The Hirer may only use the venue for the day(s) and time period confirmed to you. Any time required for setting up the venue or for cleaning up at the end of your event must be included in the period booked. The venue must be vacated by the time stated in the booking confirmation.
4. Bookings are for a minimum of one hour and in half-hour periods thereafter. If the agreed booking time is exceeded, additional hire fees will be charged or deducted from the bond paid.
5. The Hirer must be at least 18 years of age - proof of age may be required.
6. Special conditions may be imposed for some types of events, including additional security requirements or police attendance.
7. The stated maximum capacity of the venue must not be exceeded at any time.
8. **Right of Refusal** - Council reserves the right to refuse any application for use of a Facility where the responsible Council officer believes such a booking to be contrary to the public interest or due to non-disclosure or the supply of misleading information
Disputes may be referred to the Chief Executive Officer whose decision shall be final.

Payment of Bond and Hire Charges (including GST)

9. For **Regular Hirers**, (*being organisations or individuals hiring a Council facility more than twelve (12) times in a calendar year*), **Commercial or Non-Casual Hirers**, hire charges will be calculated and invoiced at the beginning of the month for the following month's/term's hire.

Invoices have a 30-day payment period and if payment is not received by the due date, action will be taken to recover amounts due. Initial access to the facility is granted subject to payment of the bond and thereafter subject to invoices being paid by the due date. Unpaid amounts may attract interest and enforcement fees.

For **Casual Hirers**, any bond applicable must be paid to confirm the booking. Hire charges must be paid by no later than one month prior to the event. (*Casual Hire is restricted to Hirers who are not commercial, not incorporated bodies, not sporting or recreational clubs or associations, not for profit organisations and not regular hirers i.e. (more than ten (10) hire days in a calendar year.)*)

For bookings made within one month of the event, the bond and hire charges must be paid immediately to confirm the booking. Access to the venue will not be allowed unless all charges are paid in full and all booking conditions are met.

INCREASE IN HIRE CHARGES

10. Hire charges are set annually for the following financial year commencing on 1st July. All increases will apply to bookings already confirmed. Non-payment of hire charges will lead to the cancellation of booking(s).

REFUND OF BOND

11. The bond will be automatically refunded, **usually within one month** of the last date of hire to which the bond applies, providing the keys have been returned promptly and all Conditions of Hire have been met.

The fees for any **additional** time, equipment or facilities used will be **deducted** from the refund amount, as well as the cost of any repairs or additional cleaning required. The venue may be inspected for any damage, including marks or stains on carpet, damaged paintwork or equipment, etc. following your hire period. The facility is to be left in a clean and tidy condition, with floors swept, any spills cleaned up, kitchen equipment cleaned, and all decorations and rubbish removed. Any cigarette butts must be removed from around the outside of the venue.

At its discretion, Council may retain part or all of a Hirer's bond should the Conditions of Hire not be adhered to. This includes, but is not limited to, circumstances such as additional charges for overstays, extra equipment/facilities used, repairs, damage to property or additional cleaning required.

TERMINATION OF HIRE

12. (a) The Hirer acknowledges and accepts that the Council may terminate, at its absolute discretion, the hire of the facility at any time and without notice to the Hirer during any period of the hire of the facility.
(b) If Council does exercise its discretion referred to in 10(a), the Hirer acknowledges and accepts that as the Hirer of the facility there can be no claim for loss or compensation of any kind against the Council whatsoever arising out of, or incidental to the hire of the facility.
(c) Upon termination of the hire of the facility the Hirer must vacate the facility immediately and the Hirer acknowledges and accepts that the Council has

no obligation of any kind whatsoever to relocate the Hirer to another facility.

CANCELLATIONS

13. A full refund will be applied for the cancellation of a booking made in writing to the Booking Officer by no later than one (1) calendar month prior to the event. For cancellations made less than one (1) calendar month prior to the event, Hirers will be required to pay 25% of the full hire charges plus GST, unless otherwise approved by Council, or transferred to another booking date as approved by Council. No refund will be applied if the Hirer has not cancelled a booking and does not use the venue as booked, unless approved by Council.

ALCOHOLIC BEVERAGES

14. The sale of liquor on the premises is prohibited unless the Hirer obtains a permit from the appropriate authority, and a copy of the permit is provided to the Chief Executive Officer.

PUBLIC LIABILITY INSURANCE

15. Incorporated bodies, Not for Profit/Community Groups, Sporting Clubs/Associations and commercial groups or commercial-type bookings must have cover to a level not less than \$10 million. All Regular Hirers, Commercial and non-Casual Hirers must provide evidence of their Public Liability Insurance prior to commencement of the hire period and provide a copy of any insurance renewal during the hire period prior to expiry of the previous policy.

HIRER'S OTHER OBLIGATIONS

- a) **Chairs and Tables:** The setting up, stacking and storage of tables, chairs and other equipment is the responsibility of the Hirer. For safety, **chairs must not be stacked more than 8 chairs high** or placed in front of cupboards or equipment which others may need to access later. Chairs and tables must be returned to the allocated storage area at the end of your hire period.
- b) **Furniture or equipment** required, other than that already provided, must be supplied by the Hirer at the Hirer's expense and shall be the liability of the Hirer.
- c) **Prohibited items:** Barbecues, gas bottles, open flames, portable stoves or ovens, fireworks, kerosene or spirit-type lamps, spit roasts or kegs must not be used within the premises. **Candles** may not be used without prior written approval from Council. **No fire of any type** may be lit in the surrounding grounds of the venue.

- d) **Confetti, rice or glitter** is not to be thrown within the venue or surroundings. Cost of removal will be charged or deducted from refund of the bond.
- e) **Signs / Banners** may not be displayed by Hirers except on noticeboards where provided and with prior approval from Council. Any non-approved sign/banner or notice may be removed, with cost of removal charged to the Hirer or deducted from the bond.
- f) **Decorations:** Drawing pins, nails, screws, or adhesive tape must not be used to affix decorations. All decorations are to be completely removed after the event (including any "blutack" or similar that has been used). If any items remain, the cost of removal will be charged or deducted from the bond.
- g) **Balloons** must be tied down and not allowed to rise to ceilings otherwise removal costs will be charged or deducted from the bond (including cost of repairing any damage to ceiling fans).
- h) **Performing Rights:** The Hirer is responsible for obtaining any permit, licence or approval required for the performance of any dramatic or musical work or the playing of any recorded material.
- i) **Breakages, theft or damage:** The Hirer is responsible for any breakages, theft or damage caused to the venue or supplied equipment during the hire period. Should such an incident occur, the Booking Officer must be advised as soon as possible on the same/next business day, unless immediate action is required. In this case, Council's After Hours contractor must be contacted on 1300 79 49 29 and relevant authorities e.g. Police, SES etc must be notified if necessary. Where any loss exceeds the amount of the bond paid, the balance of the costs must be paid within thirty (30) days of the date of invoice. Unpaid amounts may attract interest and enforcement costs. Neither the Council nor its employees shall be liable for any loss, theft or damage sustained by the Hirer or any person associated with the Hirer attending the event.
- j) **Alarm:** If a venue is fitted with an alarm system which is activated by the Hirer, or as a result of the hire of the facility by the Hirer, any charges incurred by Council for a security call out fee will be payable by the Hirer.
- k) **End of hire period:** *The Hirer must ensure that all lights, air conditioning, fans, heaters and cooking appliances are turned off, windows closed, and all doors and windows locked prior to leaving the facility. At venues where an alarm system is in use, the alarm must be activated.*
- l) **Keys** are to be collected and signed for, from Council's Administration Building, before 4.30pm on

the working day prior to the function. Council is under no obligation to provide keys outside of working hours and may not be able to do so. In these cases, booking fees will not be refundable. Keys must be returned at the end of the hire, or by 10.30am the next working day after the hire period. Failure to return keys may result in charges being incurred by the Hirer for replacing locks and all keys, or for any other costs resulting from the failure to return the keys.

- m) **No smoking** is permitted within any Council facility or within 5 metres of any Council Hall or facility. It is the responsibility of the Hirer to ensure this condition is strictly enforced.
- n) **Noise:** Amplified music and general noise levels must be kept at a reasonable level which will not disturb people living near the venue.
- o) **Cleaning:** You should bring your own cleaning equipment and products to ensure that you leave the venue in a clean and tidy condition, with floors swept, any spills cleaned up, kitchen equipment cleaned and all decorations and rubbish removed.
- p) If the venue is left in an unsatisfactory condition that requires additional cleaning, Hirers will be charged for this service even if the amount exceeds the total of the bond. If such costs exceed the amount of the bond paid, the additional amount must be paid within thirty (30) days of the date of the event. Unpaid amounts may attract interest and enforcement fees.
- q) **Children** are not to enter kitchen or kitchenette areas.
- r) **Rubbish:** All rubbish must be removed from the facility at the completion of the hire by the Hirer.

MARYBOROUGH CITY HALL PIANO

16. The Council's piano/s must not be moved off the stage and no piano shall be brought into the Hall without the permission of Council. Any authorised movement of the piano shall be done under the supervision of the City Hall Caretaker or suitable Council representative. Upon return to its original position, costs for re-tuning the piano shall be paid by the Hirer.

WORK HEALTH AND SAFETY ACT

The Hirer shall conform where applicable to the requirements of the Work Health and Safety Act, and any other Local Law or Regulation 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 Hirer.

PRIVACY NOTIFICATION – HIRE OF FACILITIES

Privacy notice: In making an enquiry for a booking or using the booking form you are providing personal information such as name and contact details. This information will be used for the purpose of booking a Council hall or facility and will only be accessed by persons authorised to do so. Your personal information is handled in accordance with the Information Privacy Act 2009.

HIRER'S FIRE AND SAFETY OBLIGATIONS

The Hirer of a Council owned building/facility has obligations in relation to fire and other incidents regarding safety. Therefore the Hirer must read, acknowledge and inform all attendees of the contents and directions given on the Evacuation Plan & Diagram located within the building/facility, at the commencement of the hire, ensuring all attendees are aware of the evacuation exits and assembly areas.

In the event of a fire or other incident which requires the building/facility to be evacuated, the Hirer must:

1. call 000 and report the fire, even if there is any doubt regarding whether there is a fire.
2. direct all attendees to evacuate the building/facility via the emergency exits and gather at the assembly area/s immediately.
3. if safe to do so, check all rooms and other areas to ensure all attendees have left the building. The Hirer must ensure any special needs or elderly persons are given assistance to leave the building/facility.
4. ensure ALL attendees have gathered at the assembly area/s.
5. ensure that no person, including the hirer, re-enters the building after being evacuated
6. meet the Fire Service on arrival and provide all relevant information to the emergency, particularly details of any attendees not accounted for

The Hirer must note that the building/facility can only be re-entered once declared safe by the Fire Services.

All incidents must be reported to Council as soon as possible following the event.

Underwriter: Council reserves its right to add, delete or amend these Conditions of Hire at any time, at its absolute discretion