

Terms and Conditions

Community Venues

Halls

September 2024



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1. Conditions of Hire

By hiring a Venue which is owned or controlled by Council, the Hirer agrees that:

- These Conditions of Hire form a binding agreement between the Hirer and Council; and
- The Hirer will comply with these Conditions of Hire when using the Venue for the approved purpose; and
- Council reserves the right to include any other conditions that may be required to ensure the protection of the Bookable Space. Council can determine these conditions upon review of the application; and
- Council may vary these Terms and Conditions from time to time without notice.

2. Bookings

- Requests for all venue bookings can be accessed through Council's website via the online booking platform.
- Hirers must be at least 18 years of age.
- Bookings for all venues must be made a minimum of seven (7) days in advance.
- The hirer must disclose the nature and purpose of all bookings. (NOTE: *Failure to provide this information, or falsification of any information may result in the cancellations of any bookings*).

2.1 Hours of Use

- A minimum one-hour hire fee applies to all bookings.
- To avoid clashes between the various Hirers who use the Venue, booking times must be strictly adhered to. The Venue must be vacated on or before the agreed time.
- The Hirer is responsible for all setting up, packing down and return of equipment to storage at the end of the booking. Appropriate time allocation must be allowed for in the Hirer's booking times.

2.2 Booking Status

- All new bookings are provisional prior to approval.
- All bookings will be reviewed and, if approved, a confirmation notification will be supplied.
- Full payment will be requested on confirmation of the booking.
- Once full payment has been received, a Booking Permit with access details will be issued.

2.3 Advanced Bookings

- Booking requests can be submitted up to 12 months in advance.

2.4 Regular Bookings

- Council accepts bookings to ensure that Venues are available for a range of activities and hirers, thus allowing a wide use of the Venues by community groups and members.
- Applications for regular use of the Venue are accepted and reviewed on an annual basis on the understanding that the booking may be required to be cancelled/rescheduled in preference of major events, emergencies or maintenance that require the use of the Venue.
- Regular Hirers must be registered with a Council Debtor number. Accounts will be provided to the Hirer monthly and in arrears (for example, November bookings will be billed in December). Accounts are strictly thirty (30) days and failure to pay in a timely manner may result in the cancellation of a Hirer's bookings and further debt collection measures.
- It is the responsibility of the Hirer to provide up to date details of at least one (1) contact for the group although two (2) is preferred. This person will be the primary point of contact for the Booking Team and will be the only person who may request or amend Bookings on the behalf of the Hiring group.

2.5 Subletting

- Subletting of the Venue is prohibited and will not be approved under any circumstances.

3. Hire Fees and Charges (Including Bonds)

- Venue fees and charges are set by Council as part of Council's Register of Fees. [RCC | Register of Fees](#)
- Council reserves the right to alter all fees and charges at any time without prior notice to the Hirer.

3.1 Payment for Casual hire

- All fees and charges must be paid to Council strictly in advance 14 days prior to scheduled hire.
- Should the booking fall within the 14-day period, fees and charges are payable immediately.

3.2 Fee Increases

- The Hirer acknowledges and agrees that the fees for hiring the venue may be subject to increase on 01 July each year to align with Council's budget review.
- Council will notify hirers of any such increased fees prior to the fees becoming payable.
- Any fee increase will be applied to the online booking platform.

3.3 Bonds

- A refundable Security Bond is required to be paid for all bookings where Council deems the proposed activity poses a higher risk of impact to the venue.
- The total security bond amount will be determined once the application and the potential impact have been assessed.
- Council will initiate the security bonds refund process on completion of the booking.

Council reserves the right to hold or retain bonds:

- Until conditions of hire are met.
- To cover costs to clean and/or repair/replace items damaged as result of the activities related to the booking (*all repairs/replacements are to be managed by Council*);
- To cover security, QFES (Qld Fire & Emergency Service) or other call out fees.
- To cover additional hire charges for extended times (beyond original booked hours)
- To make payments for cleaners or other associated costs.

3.4 Refunds

- No refunds will be given to those hirers who finish their event prior to the scheduled completion time.
- If Council needs to cancel the booking for any reason, outside the Hirer's control, and cannot provide a suitable alternate venue, all fees and charges will be refunded in full.
- Should the hirer have used the venue for any period, at the discretion of Council, an amount apportioned to the balance only may be repaid by Council.
- Refunds of fees and bonds will be processed by Council within a reasonable time as determined by Council.

4. Cancellation of Bookings

4.1 Notification

- Council must be notified in writing of any cancellation no less than five (5) days prior to the booking.
- Cancellations received after the scheduled booking commencement will not be accepted.

4.2 Cancellation Fees

- Cancellations received less than five (5) days prior to the commencement of the booking may incur a booking cancellation fee (refer to Councils Register of Fees).
- Hirers may also still incur cleaning fees if council is charged by contractors for late cancellations.

4.3 Breach of Conditions

Council may revoke or discontinue hire at any time, giving the hirer notice in writing, whereupon the permission granted to the hirer shall be at an end, without prejudice to any right or remedy of Council for breach by the hirer of the Conditions of Hire.

Without limiting Council's powers of revocation, Council may revoke or discontinue hire in the following circumstances:

- When the conditions of hire are not met; or
- If there is a likelihood that damage may be caused to the venue; or
- If the organisation advertising for or the way any use is being conducted (or proposed) to be conducted is of a scandalous, libelous, or obscene character.

Failure to comply with the requirements set out in this document will be regarded as a breach of agreement giving Council the right to sue for the recovery of any amount due and/or to cancel all or any such future bookings.

4.4 Refusals/Cancellations by Council

Council reserves the right of refusal to hire a venue and has the power to accept or refuse bookings at any time.

Council may at any time cancel a booking by giving the Hirer advance notice by telephone and/or notice in writing if, without limiting Council's powers of revocation, it is the opinion of Council:

- the Venue is not in a condition suitable for use by the Hirer at any date or at any time previously requested.
- There exists an emergency that causes or threatens to cause loss of life, injury or distress to persons or threatens the safety of any person or destruction of or damage to property.
- The facility is required for the purpose of a government, or public authority.

In this instance, the hirer will have no claim at law or in equity for loss of damage in consequence thereof.

5. Conditions of Use of the Venue & Council Owned Equipment

5.1 Security and Party Registration

Where Council deems necessary the Hirer is responsible for registering with QPS and providing a copy of the Party Safe Registration to Council and evidence of private security arrangements.

5.2 Children at the Venue

All children attending the Venue are the responsibility of the Hirer parent(s)/guardian(s) and/or appointed carer and must be supervised for the duration of the booking. For safety reasons children are not permitted in kitchens.

5.3 Access Fobs / Keys / Codes

The Hirer must collect and return access fob/keys as per the instruction in the Confirmation email. There is no onsite staff to provide access.

5.4 Prohibited Substances / Articles

The Hirer is not permitted to take into or use the following substances within the Venue or grounds:

- Any type of firework or flammable/explosive substances
- Firearms
- Any chemical substance deemed toxic or dangerous
- Helium balloons on strings
- Chewing gum
- Glitter, rice, confetti
- Smoke machines or similar
- Open flames (including table candles)
- BBQs, spits or cooking appliances with open flames

5.5 Temporary Decorations and Fixtures

- The floors, walls or any other parts of the facility must not be broken or pierced by nails, screws, or other contrivances. Tape and blue/white tack are not permitted on any painted surface.
- No scenery, fitting, decorations, posters, advertising signs to be fixed, hung, or displayed in or upon the building, approach to the building or grounds without the previous consent of Council.

5.6 Floor Surfaces and Grounds

No substance to be placed on any floor that may alter the surface including tape. Furniture and equipment must be carried and not dragged across the floor.

5.7 Venue Condition and Equipment

- Whilst every effort is made to ensure that Council Venues are maintained at an acceptable level, Council is unable to guarantee the condition or availability of a specific venue at a particular time, even if you have a confirmed booking.
- Council endeavours to ensure that all equipment at the venue is maintained and in good working order, however it provides no warranty that such equipment will be working or fit for your intended purpose.
- Where Council becomes aware of equipment failures prior to a booking Council will endeavour to provide reasonable notice to the hirer of such failure.
- The hirer acknowledges and agree that Council will not be liable for any loss (whether direct or indirect) caused due to equipment at the Venue not working.
- The hirer is not permitted to remove or relocate any property or items at the venue not belonging to the hirer, without written consent from Council.

5.8 Electrical Equipment

All electrical equipment brought into the Venue by the Hirer must have a current electrical safety test tag.

5.9 Cleaning

Our Venues are on a weekly cleaning schedule. Should you wish for council to arrange a pre clean before your event you must note this in your booking and fees will be charged.

Hirers are required to leave the Venue in a clean state at the conclusion of their booking and ensure:

- All garbage is bagged and placed in appropriate bins available outside the Venue. Where there is no waste collection service to the Venue garbage is to be removed offsite and disposed of by the Hirer;
- Tables and chairs used are wiped cleaned and returned to the allocated storage area;
- Floors are swept and any spills mopped;
- All benches, sinks and food preparation areas wiped clean;
- All food and beverage items are removed;
- All cleaning equipment is returned to the Hirers cleaning cupboard/area after use;
- Tea towels, dish cloth and detergent are not supplied.
- Where applicable al glassware, crockery and utensils used during the booking are wash, dried and stacked in the appropriate places.

5.10 Adjoining Residents and Noise

- The hirer is responsible for ensuring any event or activity held at the venue does not unduly impact on neighbouring properties and must comply with legislative requirements.
- All noise levels must comply with the [Environmental Regulation Act 2008](#) and [Environmental Protection Act 1994](#)

5.11 Hirer's Possessions / Storage

- The Hirer will remove from the Venue all equipment, goods, and effects after each booking and within the booked time. Any Hirer not complying with this requirement will be liable for additional charges in respect of a further period of hire at the scheduled rates and/or the costs incurred by Council in their removal.
- Storage of a Hirer's items and/or equipment is not permitted unless prior written approval has been obtained from Council. Where approval for storage of items and/or equipment is granted, Council takes no responsibility for any loss or damage to such items and/or equipment. Not all items will be deemed appropriate to be stored on Council property and, as such, the Hirer agrees to provide full disclosure of the items stored at all times. Storage areas must be kept clean and tidy and will be subject to inspection at any time. Council must be able to always gain access to storage areas therefore if personal padlocks are used Council must be provided a key.

5.12 Alcohol

- The Hirer shall notify Council if any alcoholic beverage of any kind is proposed to be brought into the Venue. Council's preference is for plastic cups or aluminium cans to be used at the Venue and not glass. In accordance with Australian laws, underage consumption of alcohol and serving alcohol to intoxicated persons is not permitted.
- Alcohol must be served and consumed within the Venue hired and not in public spaces surrounding it, including external gardens and car parks.
- If it is the intention of the Hirer to sell liquor to function attendees, an appropriate Liquor permit must be obtained from the Queensland Government Office of Liquor, Gaming and Racing (OLGR) and copy of permit to be supplied to Council with booking request, [Liquor | Business Queensland](#).

5.13 Smoking

Council's community and public buildings are designated Non-Smoking areas. Smoking is not permitted within the confines of the Venue and externally within five metres of entrances. Full details can be found in the link below:

[Smoking laws in Queensland | Health and wellbeing | Queensland Government \(www.qld.gov.au\)](#)

5.14 Damage and Repairs

- Any loss, damage or interference caused to a Facility or Equipment, including any additional cleaning requirements, will be remediated by Council at the cost of the Hirer.
- It is the Hirer's responsibility to inspect and approve the Venue and its associated Equipment as being undamaged and safe to use for the activity. If the Hirer identifies damage or considers it unsafe, they must cease use immediately and notify Council. Use of the Venue and Equipment is deemed to be an acknowledgement that the Venue and Equipment is/are undamaged, fit and proper for the intended use and acceptance that all liability associated with the use rests with the Hirer.

5.15 Animals

Animals are not permitted at any Venue unless written approval has been received from Council. Exceptions that do not require any approval include assistance and official animals such as guide dogs, registered carer animals and Police dogs. [Guide Dogs Queensland](#), [Public Access Rights - Assistance Dogs Australia](#).

5.16 Parking / Vehicle Access

During the hire no vehicles are to obstruct access to the venue, or any neighbouring facilities and all parking must comply with parking sign requirements.

5.17 Access by Council

The Hirer will permit Council officers or any other authorised Officer(s) or Contractor of Council at any time to enter upon the venue or any part thereof and abide by the directives of those officers.

5.18 Venue Capacity

The Hirer is responsible for ensuring the numbers of persons does not exceed Venue capacity.

5.19 Use of the Venue

- The Hirer shall ensure that the Venue is used in an orderly and lawful manner and will not permit any disorderly or improper conduct in the Venue nor permit any person who is affected by liquor or guilty of disorderly or improper conduct to be, or remain, in the Venue.
- The Hirer shall not permit any act, matter or thing which may injure or tend to injure the reputation of the Council or cause a nuisance or annoyance to others, at or in the Venue.

5.20 Closure Procedures

The access fob/key must be returned as specified in the confirmation email from Council.

The Hirer will be responsible for:

- Returning all equipment neatly to allocated storage areas or as signed within the Venue;
- Turning off taps, lights (including those in toilets and kitchens), urns, beverage fridge, fans, and air conditioning;
- Ensuring that all doors and windows are closed properly, locked and that the security system is set where applicable;
- Cleaning as listed in 5.9.

6. Risk Management

6.1 Risk prevention

- The Hirer is required to familiarise themselves regarding any safety requirements or instructions and to ensure guests using the Venue adhere to safe practices and comply with specific safety requirements for the Venue. Please refer to the onsite **Fire & Emergency Evacuation Plan**.
- Ensure all spillages on floors are mopped and cleaned with appropriate signage to prevent any slips, trip or falls.

6.2 First Aid & AEDs

- First Aid Kits are not available in Council Venues. It is the responsibility of the Hirer to ensure they have suitable provisions in their possession.
- AEDs (Automated external defibrillator) are located in select Venues. Defibrillators must only be used in the event of an emergency and instructions provided with the equipment must be followed at all times.

6.3 Queensland Building Fire Safety Regulation 2008

All Hirers are to comply with the Queensland Building Fire Safety Regulation 2008. A summary of key compliance requirements include:

- Evacuation routes are not to be obstructed, including the final exit to the Venue.
- Any door along an evacuation route is not to be locked during use of the Venue.
- The number of persons at the Venue and or Facility (as applicable to the Hire) are not to exceed the approved maximum number as displayed in the booking system.

- Where fire extinguishers and or fire hose reels are installed at the Venue, access must remain clear and free from any obstruction. Deliberate misuse of any fire service equipment will result in the forfeit of bond and may attract a penalty.

7. Public Liability Insurance

Casual hirers are covered under Councils Casual Users Liability Insurance Policy when:

- Individual or group who hires Council venues for no more than a total of (10) day over a twelve-month period eg. private celebrations, craft group
- No cover is provided for commercial activities, incorporated bodies, sporting clubs or associations. If a fee is imposed then this is a commercial activity, even if no profit is made or all profits are donated to a charity.

Regular hirers are covered under Councils Regular Users Liability Insurance Policy when:

- Individual or group who maintains a booking at regular intervals at a Council Venue.
- Must not: (a) trade as a company; (b) be incorporated; (c) have a committee, secretary, or chairman; or (d) derive and distribute income to members from the sale of goods and services.

All registered organisations, businesses and incorporated associations hiring a Council Venue are required to hold Public Liability Insurance for at least \$20,000,000 at the time of hire, with a territorial limit covering the Venue, to protect your organisation and/or its members against claims and subsequent legal action for recovery of such damages.

Product Liability Insurance may also be required depending on the nature of the booking. A copy of the Certificate of Currency must be provided to Council before a Booking Permit will be issued.

It is the hirer's responsibility to ensure Public Liability Insurance is maintained and current at the time of hire.

In all instances, contractors arranged through the venue hirer are required to hold Public Liability Insurance for at least \$20,000,000. A copy of the Certificate of Currency must be provided to Council before a Booking Permit will be issued.

Any incident that may give rise to a liability claim is to be reported to Council in writing within twenty-four (24) hours of the incident occurring. In this instance, please email communityspaces@redland.qld.gov.au

8. Indemnity

The hirer and Council will agree hire use of the venue is at the risk of the hirer, and the hirer will release Council, its officers, and contractors from all actions, claims and demands of every kind resulting from:

- any accident, loss, damage or injury to any person or property occurring on the venue whilst occupied or used by the hirer or by any property servant or agent of the hirer; except where the actions, claim or demand is a result of the negligence or omissions of the Council, its employees, contractors, or agents;
- any loss or damage suffered by any person or persons arising out of the exercise by the Council and its Officer(s), servants or agents of any right or discretion pursuant to the Hire Agreement; except where the actions, claim or demand is a result of the negligence or omissions of the Council, its employees, contractors, or agents; and
- any accident, loss, damage or injury to any person or property arising out of the use of the equipment provided by Council pursuant to the hire of the venue, except where the action, claim or demand is a result of the negligence or omissions of the Council, its employees, contractors, or agents.
- The hirer will indemnify the Council, its employees, contractors or agents from and against all actions, claims and demands of every kind which the Council or its Officer(s), servants, agents or contractors shall or may be liable for in respect or arising from any accident, loss, damage or injury to person or property by reason of anything done or omitted by the hirer or their servant or agent for which the hirer is legally liable.
- The hirer will only provide this indemnity for matters arising from the negligent acts or omissions of the hirer, or their servant or agents.
- It is the hirer's responsibility to ensure all qualifications, insurances, registrations (or similar) required to provide their service are maintained and current. This also includes compliance with all laws and requirements for working with individuals under 18 years of age.

