CONDITIONS OF HIRE

Major Sporting Venues

August 2020
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1. Conditions of Hire Document

Council reserves the right to;

- Revoke booking agreements at any time.
- Move a booking to another facility if there is a reason that the original booked facility becomes unavailable.

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1.1 Definitions

- **Council** means Council of the City of Gold Coast also known as City of Gold Coast
- **Community bookings** refer to commercial hirers where the income from the Hirer’s activities is retained by a community group or are dispersed to another organisation which does not in turn dispense them to individuals. The activity of the group has a clear and demonstrated community benefit. Community members pay membership fees which cover such items as rent of the Venue. This will also include school sport bookings.
- **Commercial bookings** refer to commercial hirers that are defined as those where the income from the Hirer’s activities are for a commercial or personal purpose. Individuals who wish to hire the Venue for a private function are classified as Commercial clients. This can include community education classes/activities that benefit the Hirer financially.
- **Director Lifestyle and Community** means the Director Lifestyle and Community of Council.
- **Event** is a planned and organised occasion, a social gathering or a sports match. A booking that is high profile or attracts media attention, requires extra infrastructure or the provision of additional services such as meeting rooms or catering.
- **Exclusive Use** is a pricing structure to hire a venue within MSV exclusively. The venue will not be hired by another hirers concurrently. Exclusive Use hire has access to the venue from 6.00am to 10.00pm. All access cards and keys must be returned at the end of your hire period or a charge may be incurred.
- **Facility** means a major sporting venue managed via Community Venues and Services Branch of Council.
- **Fit for Purpose** means the condition of a facility in respect to its usage.
- **Hirer** means the entity including person seeking the right to use a facility.
- **Major Sporting Venues** refers to either Gold Coast Sports & Leisure Centre, Gold Coast Sports Precinct, Carrara Indoor Sports Stadium, Coomera Indoor Sports Centre, Runaway Bay Indoor Stadium, Gold Coast Cycle Centre.
- **Managed** means where Council has engaged a manager responsible for cleaning and operations of the facility.
- **Regular Bookings/Regular Hirers** means bookings at regular intervals. Bookings are able to be moved and changed.
- **Restoration Bonds** mean security obtained as surety for the Hirer’s performance.
- **Special Approval** means where additional conditions may be imposed due to the nature of activity proposed to be conducted.
‘Single Hire Bookings’ means those for a specific time and date and which are not repetitive.

‘Sundry Debtor’ means a hirer who must satisfy all the criteria, and conditions in an application for credit account with the City of Gold Coast.

2. Bookings

Bookings are processed Monday to Friday between 8.00am and 4.30pm.

2.1 Hours of Use

Facilities are available for hire between 6.00am and 10.00pm daily, unless otherwise agreed. A minimum span of booked times and or facilities may apply.

Booking times must be adhered to. All music and noise making activities must cease by facility closure, and the facility is to be cleaned and vacated.

Additional fees are payable if use continues outside of the agreed span of hours/ booked times.

2.2 Conditions of Entry

The City of Gold Coast is responsible for the management of their venues. Centre Management reserves the right to refuse entry to any person, while patrons entering and using the venue do so at their own risk.

To the extent permitted by law, Council of the City of Gold Coast cannot be held responsible, liable or negligent for:

- any personal injury or other loss
- any damage, loss or theft of any personal items.

For the safety of all guests:

- this is a non-smoking venues
- patrons under the influence of alcohol or drugs will not be permitted into the venue
- patrons under the age of 12 must be closely supervised by an adult over the age of 18.

The following items are prohibited;

- Alcohol
- Drugs
- Commercial food
- Glass
- Flares/fireworks
- Laser pointers
- Knives or other dangerous weapons
- Chewing gum
- Bicycles, roller blades, skateboards or scooters
- Animals, with the exception of certified guide or service dogs
- Recording devices in amenities
- Disruptive or offensive behaviour
- Other items that have the potential to cause injury or nuisance.

Centre Management reserves the right to search bags if required.

Refusal to comply with these conditions of entry may result in removal from the venue.

Additional conditions may apply for special events.
Please see Centre Management for further information.
2.3 Applications for Booking Facility

Applications are to be made to the Director Lifestyle and Community or authorised delegate by online application using the following link.


2.4 Event Tentative Bookings

Tentative bookings may be accepted as a placeholder prior to a formal quote being requested and sent to the hirer.

In the event a second booking for the same space arises and the deposit has not been paid by the initial Hirer, the initial Hirer will be notified and if payment cannot be made, the tentative booking will be vacated and the facility allocated to the subsequent hirer.

2.5 Event Confirmed Booking

For an event booking to be considered confirmed a Venue Hire Agreement must be signed and returned, as well as a bond payment and a 50% deposit payment received by Major Sporting Venues.

2.6 Regular Bookings

Applications for regular use of the facilities will only be accepted on the understanding that bookings of this nature may need to be cancelled / rescheduled in preference of major events that require the use of the facility. Regular hirers with bookings greater than a 6 week period must become a Sundry Debtor.

Cancelling or rescheduling is at the discretion of the Director Lifestyle and Community or authorised delegate. Regular users will be afforded the maximum amount of notice possible.

2.7 Political and or Religious Usages within Facilities

The use of facilities for political/religious meetings, or other political/religious purposes, may be granted at the discretion of the Director Lifestyle and Community or authorised delegate.

2.8 Filming and Photography Bookings

All requests to conduct filming or photography at the facility must first be approved by Council’s Licencing and Approvals branch who may charge a fee. This applies to:

- Film
- Series
- Documentary
- Commercial
- Still photography
- Video clips
- Corporate videos (non-City), and
- Student films.

To lodge an application, visit https://www.goldcoast.qld.gov.au/filming-photography-53982.html and complete a permit application. Once this permit is approved the facility will process the booking as per these Conditions of Hire and charge the applicable fee. Filming permits are not perpetual – each shoot requires a new permit through Licencing and Approvals.

2.9 Subletting

Subletting of any Venue or Facility is prohibited and will not be approved under any circumstance.
3. **Hire Charges and Service Fees (including Bonds)**

Facility fees and charges are endorsed annually by Council. The Fee Structure includes:

- Facility Hire charges / Ancillary Charges
- Restoration bonds
- Cancellations.

Details of fees and charges are found in the City’s ‘Register of Fees and Charges’

All charges for hire and services must be paid in advance or be charged to a Sundry Debtor account.

Date of hire - full payment of bond is required immediately to secure booking. A signed Venue Hire Agreement is also required to be returned.

- Date of hire less 90 days (3 months) 50% deposit is required to re-confirm booking.
- Balance is to be paid in full 30 days prior to the booking date.

Council reserves the right to require and retain bonds until all Conditions of Hire [including additional hire charges for extended use times (beyond original booked hours) and cleaning costs] are satisfied and any costs to repair/replace items damaged as a result of the activities related to the event staged are paid. All repairs/replacements are to be performed by Council.

Bonds will be reimbursed, excluding authorised deductions required to ensure compliance, in full within 14 days of compliance with Conditions of Hire.

**3.1 Amendments to Bookings**

Amendments made within 14 days to a regular booking date will incur a fee for administration and rescheduling at the discretion of the Director Lifestyle and Community or authorised delegate.

Where amendments or cancellations occur due to unsafe weather or facility conditions, the booking may be rescheduled.

4. **Cancellation of Bookings**

**4.1 Refunds**

To ensure compliance with contractual agreements, all receipts that are required to be refunded must be returned by the same method in which they originated. For example, if the originating payment was tendered by credit card, the refund must be returned to the same credit card. If the originating payment was made via BPay, the refund must be returned via BPay.

Where this is not possible, funds are to be returned by cheque or EFT (Electronic Funds Transfer) utilising Council’s Accounts Payable system. Credit card surcharges applied to a payment will be refunded for full refunds or pro-rata for partial refunds.

**Event Bookings Cancellation Schedule:**

- 61+ days prior to the event - Full refund
- 60 days prior to the event – 25% hire fee will be charged / retained
- 30 days prior to the event – 50% hire fee will be charged/ retained
- 14 days prior - Full Facility hire fees will be charged

All other hirers are subject to the following:

- At least 30 days’ notice of written cancellation by Regular Hirers – full facility hire fees will be waived.
- Less than 14 days’ notice of written cancellation by Regular Hirers - full facility hire fees will be charged.
4.2 Refusals/Cancellations by Council

Council may, in its absolute discretion, cancel any booking at any time and Hirers have no entitlement to claim any loss or damage as a result of any paid hire fees. Fees and bonds will be refunded, or, retained on file for up to twelve (12) months and carried forward to a new booking, where Council takes this action, before the period of hire has commenced.

4.3 Required Agreements between the Hirer and Council

If at any time, the Director Lifestyle and Community or authorised delegate forms the opinion:

- the Hirer is not complying with Conditions of Hire; or
- there is a likelihood that damage may be caused to any part of the facility; or
- the manner in which any performance or use is being conducted, or is proposed to be conducted, is of a scandalous, libellous or obscene character,

Council may revoke or discontinue the permission it has granted by giving notice to the Hirer and the Hirer must immediately vacate the facility

4.3.1 Condition

If in the opinion of the Director Lifestyle and Community or authorised delegate that the facility is not in a condition suitable for a proposed hire, Council may revoke the permission granted in respect of any such day or time by giving notice to the Hirer. Upon receipt of such notice, the permission granted shall be at an end and the Hirer must vacate the facility. Under such circumstances, Council will repay all sums received in accordance with the standards outlined in 4.1 Refunds. Should the Hirer have used the facility for any period of the agreement, then Council has sole discretion regarding what portion of fees will be refunded.

4.3.2 Revoking of Discontinuing Permission to Hire

That if at any time, in the opinion of Director Lifestyle and Community or authorised delegate;

- there exists an emergency due to an actual imminent occurrence 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, requisitioned or resumed for the purpose of a Government or public authority for any public use;
- the use of the facility is prohibited, obstructed or hindered by any other occurrence;

then Council may at any time revoke the permission granted by giving notice to the Hirer. Immediately upon receipt of such notice the Hirer must vacate the facility and Council must refund all sums paid as outlined in 4.1 Refunds.

Should the Hirer have used the facility for any period then Council has sole discretion regarding how much of the fees should be refunded.

5. Conditions of Use of the Facility and Council Owner Equipment

Prior to hire/hire period, an orientation of the facility amenities and the equipment will be provided by a Council officer delivered either verbally or electronically. The Hirer will be asked to sign to acknowledge the induction and the responsibility then rests with the Hirer in regards to their own subcontractors for the period of Hire.

5.1 Hire Preferences and Restrictions

Major Sporting Venues are committed to community hire and where possible will allow for community bookings in all our venues based around event commitments.
5.2 Games of Chance

As a general rule games of chance where money or equivalent is exchanged or passed on as a prize either directly or indirectly are prohibited. Approval by the Director, Lifestyle and Community or his or her delegate may be granted where an approved fundraising event is to occur.

5.3 Adjoining Residents and Noise

The Hirer is responsible for compliance with all legislative requirements including ensuring no nuisance is caused by any event or activity and that such do not unduly impact on adjoining residents, for example, excessive noise.

- Large events with amplified sound must submit a Noise Management plan.
- The Hirer is responsible for notifying residents of the activity with amplified sound/live music at least 7 days prior to the event.
- Council must be provided with a draft of any resident notification for approval prior to distribution.
- Noise levels must comply with the venue’s licencing to ensure maximum levels are not exceeded.
- Failure to comply with any Council request to reduce noise will result in immediate cessation of the hire.

5.4 Children at Facilities

All children attending the facility are the responsibility of the hirer/parent(s)/guardian(s) and or appointed carers. Children under the age of 18 are not permitted in construction zones during event bump in or out.

5.5 Setting Up and Packing Down

Equipment required such as tables, chairs and production equipment etc. must be listed on the relevant enquiry form, or advised during the booking process, and may be subject to additional costs to the Hirer. Venue staff will set up required equipment prior to the commencement of your booking start time unless this has been agreed as a responsibility of the Hirer.

The Hirer is responsible for setting up and packing down Hirer’s equipment. If Venue staff is required to assist with setting up and packing down Hirer’s equipment, a fee may be charged to the Hirer. Time required for this activity must be allowed for in your booking times.

5.6 Closure Procedures for Key Holders

At the conclusion of hire, where applicable, the Hirer must ensure that the hired location/venue is left clean and damage free, as it was found with all taps and electrical applications turned off and doors and windows locked and the security system rearmed.

Failure to follow these procedures will incur standard security call out fees to secure the venue.

5.7 Cleaning

Hirers are required to leave the facility in a clean state at the conclusion of their booking. Where applicable all garbage is to be bagged and placed in the appropriate bin containers and cardboard rubbish to be disposed of in supplied cardboard recycle bin. Any commercial waste quantities, those over two 240 litre wheelie bins, must be removed by the Hirer.

Failure to comply with cleaning standards will result in additional costs to the Hirer.

5.8 Reception and Custody of Facility Chattels

Where applicable the Hirer must make arrangements with an Officer at Major Sporting Venues for the reception and custody of all articles and items supplied by the facility, and for the return thereof immediately upon the termination of the hiring period.

Items missing, lost or damaged will be charged to the Hirer at current replacement valuation.
5.9 Removal of Hirer’s Chattels

Where applicable the Hirer must remove from the facility all the scenery, curtains, properties, goods and effects of the Hirer immediately after each Event and within the booked time.

Any Hirer not complying with this requirement is 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.

5.10 Passageways

The Hirer must not permit any person to stand or sit or obstruct in any passageway within any building or in any aisles within the facility. This includes repositioning of pre-set seating.

5.11 Temporary Fixtures and Decoration

The floors, walls or any other parts of the facility must not be broken or pierced by nails, screws or other contrivances, nor by any writing, printing, painting or other decorations made on the walls. No staging, scenery, fittings, decorations, posters, fixed, hung or displayed in or upon the building without prior consent of the Director Lifestyle and Community or authorised delegate.

The Hirer must, at its expense, provide such protective apparatus and appliances as may be directed by the City, in order to comply with any relevant statutory requirement or those of the Council insurers.

5.12 Floor Surfaces and Grounds

- No substance is to be placed on any floor that may alter the surface
- Furniture and equipment must be carried and not dragged
- Chewing gum is not permitted in any part of the facility
- Correct footwear and appropriate clothing to be worn on playing surfaces.

5.13 Event Builds

Once an event is confirmed, an initial concept floorplan is required to be approved by Major Sporting Venues at least a month prior to the commencement of the hire period. Changes made to any floorplans must be re-submitted for re-approval.

This is required to ensure the proposed event layout is operationally suitable within the venue and areas of compliance have been identified.

Final floorplans are to be submitted no later than seven days out for final approval before bump in.

Major Sporting Venues can refuse the entry of equipment if it has not previously received legislative approval with the concept floorplans.

5.14 Signage & Advertising

Multiple marketing platforms are available internally and externally throughout the venue. The GCSLC has specifications and timeframes on branded items being installed within the venue.

Placement of signage & advertising items must be approved prior to installation and must not obstruct exits or fire extinguisher equipment.

5.15 Catering

Major Sporting Venues has exclusive catering rights within their venues. No Commercial food or beverage may be brought into the venue. External catering is prohibited unless special approval has been requested and approved. This includes samples, sponsorship and the supply of volunteer catering.
Requests to distribute sample size items during an event, must be submitted prior to the event for approval, and a fee may be incurred unless the hirer has an arrangement for Exclusive Use Hire at any of the venues. Major Sporting Venues has the right to decline any product that conflicts with commercial arrangements within our venues.

Council’s preference is for recyclable products to be used at the facility; exceptions to this can be considered on application submitted to a Major Sporting Venues Officer.

The Hirer must comply with all relevant food and alcohol licensing stipulations and guidelines, including the Liquor Act 1992, and ensure that Council does not become liable to be forfeited or suspended or renewal thereof refused.

5.16 Food Preparation

Where hirers are approved to be involved in the preparation or sale of food they must comply with any relevant legislative requirements including food handling standards or guideline and any applicable licences. Compliance may also include the presence of a nominated Food Safety Supervisor where applicable.

Further details are available on Council’s website:

5.16.1 Function and Meeting Room Catering

Payments are to be made in accordance with clause 3.0.

Refunds are unavailable for cancellations within 72 hours of booking.

Major Sporting Venues reserves the right to change menu prices and content without notice due to market conditions. Additional charges may apply for specific dietary requirements.

5.16.2 Beverages

As the liquor licence holder, MSV retains the exclusive right for the sale, supply and service of all alcoholic beverages in compliance with state regulations and conditions in our Liquor Management Plan. MSV supports and practices the Responsible Service of Alcohol and maintains compliance with the QLD Liquor Act 1992. Alcohol purchased off premise, is not permitted at the venue. In accordance with Australian laws, under age consumption of alcohol and serving alcohol to intoxicated persons is not permitted.

Major Sporting Venues reserves the right to all beverage sales within their venues.

5.16.3 Food and Beverage Vouchers

Council’s Major Sporting Venues can provide event meal vouchers (“Voucher”) to event hirers only. By requesting, purchasing, redeeming or attempting to redeem a voucher, you accept and agree to be bound by these Terms of Use.

Terms of Use;

• Vouchers must be pre-purchased from an Event Officer when organising an event and should be pre-arranged for a particular event.
• Late requests for vouchers requiring printing cannot be guaranteed.
• Vouchers may only be redeemed for the retail value displayed on the voucher, with a limit of one voucher redeemed per transaction.
• The voucher must be presented on or before the expiry date noted on the front of the voucher and surrendered at the time of use.
• The voucher may be used to purchase any food or beverage item/s (excluding alcohol) offered for sale at a venue outlet.
• Any purchases made above the voucher value must be settled at time of purchase.
• Any balance of a presented voucher, not redeemed for the full value, will be forfeited by the purchaser.
• We will not replace lost, stolen or damaged vouchers.
• You are liable for all transactions processed against issued vouchers, except to the extent to which there has been fraud or negligence by MSV or by any of our employees.
• Unused vouchers may be refunded on the return of the voucher to Major Sporting Venues after all usage has been reconciled.
• Vouchers cannot be exchanged for cash or purchases refunded.

5.17 Smoking
As per our Conditions of Entry smoking is not permitted inside any Council buildings and outdoors only at designated smoking areas. This applies to the use of electronic cigarettes and vaporisers.

5.18 Animals
Animals are not permitted at any facility. Exceptions that do not require any approval include assistance animals under the Queensland Guide, Hearing and Assistance Dogs Act 2009 or Disability Discrimination Act 1992 (Cth) and official animals, e.g. police dogs.

5.19 Security
Major Sporting Venues has general building security with CCTV camera and alarm systems. Depending on the size and type of event held in our venues, additional security overlay may be required and on-costed to the Hirer. The MSV Event Officer will work in conjunction with the Hirer to organise.

5.20 Parking
Vehicles must not be allowed to obstruct access to the facility or any neighbouring facilities and all parking must comply with parking sign requirements.

Special vehicle access for equipment drop off / pick up needs to be advised at the time of booking. Any storage of equipment before and / or after booking times are subject to availability and may incur additional charges to the Hirer.

An Event Management Plan is required to be submitted for large events where a licensed traffic patrol is engaged. Alternatively, it will be agreed that Major Sporting Venues organises and executes an Event Management Plan on the client’s behalf and that cost is then invoiced to the Hirer.

6.0 Control of Facility

6.1 Administration
Council is responsible for general administration and control of the facility.

6.2 Control of Exits
Council has complete control and supervision over all means of ingress and egress and Hirers must comply with any directions provided by Council.

6.3 Lost Property
Council and Major Sporting Venues take no responsibility for any Lost Property by hirers or their participants at any of our venues.

Lost Property is treated as per the City’s Protective Security Policy with items of value taken to the police station for processing.
6.4 Storage

Regular users may apply for use of storage space in the facility for their equipment which may incur additional costs to the Hirer. Storage of any equipment is at the risk of the owner of the equipment. Council’s insurance does not cover any loss or damage of items stored on premise.

If approval is granted, Hirers must ensure their use of storage spaces is kept tidy and does not constitute any fire or safety hazard. Major Sporting Events reserves the right to access the storage space without notice if there is reasonable suspicion that the storage space poses a fire or safety hazard.

7.0 Generic Conditions of Hire

7.1 Entering the Facility

The Hirer must permit Council officers or agents at any time to enter the facility if and when requested.

7.2 Use of Facilities

The Hirer must ensure that the facilities are used in a proper and orderly and lawful manner and must abide by the Conditions of Entry as stipulated in Section 2.2.

The Hirer is responsible for the behaviour of the associated persons using the facility whatever their capacity. This includes ensuring that persons leaving the facility do so in an orderly manner without causing nuisance or annoyance to other community members.

The Hirer is required to ensure that any activity conducted at the facility does not pollute the environment or be contrary to legislative requirements in regard to workplace health and safety or the environment.

7.3 Service Instructions

The Hirer must not hinder or obstruct or permit or suffer to be hindered or obstructed any member of the Queensland Police Force, Fire Services and or Ambulance Officers in the exercise or discharge of their duties at the facility.

7.4 Copyright

The Hirer must not infringe or breach any copyright performing right or any other protected right in connection with any performance or use of the facility.


In the case of the showing of films, the hirer must comply with the requirements under the Classification (publications, films and computer games) Act 1995. Details available at:


7.5 Firearms and Explosive Substances

The Hirer must not bring, nor permit, any firearms, explosives or inflammable liquids of whatsoever kind or nature to be brought into or used in any facility. The Hirer must also not use, or permit to be used, naked lights in any facility and must not allow or permit any act or performance in the facility which could cause injury to any person or persons.

7.6 Marketing and Promotional Material

The Hirer must ensure that any marketing or promotional material that contains the name and/or image, or any other identity of the facility and/or Council’s name are printed and distributed in a responsible manner and that any information contained in this material is consistent with the general Conditions of Hire, as well as, aligned with the formal brand guidelines. The Hirer must seek approval before using the City Council name, images
8.0 Risk Management Plan

Hirers should prepare and implement a Risk Management Plan for events and bookings being undertaken within Major Sporting Venues. The Queensland Government has a Risk Management Plan available on their website for further details;

https://www.qld.gov.au/about/events-awards-honours/events/running-events

This plan must be submitted to Major Sporting Venues at least a month before the event date. This plan should include, but is not limited to:

- Workplace Health and Safety
- Fire prevention
- Security
- Noise
- Compliance with legislation that may be applicable to ‘working with children’
- Safety checks on any equipment brought into the facility
- Provision for people with special needs

8.1 Damage or Loss

The Hirer must make good any loss or damage to the facility, the surrounding property, furniture, appliances or apparatus occurring during the period of hire; and they must provide such security as Council may request.

The Hirer is responsible for any cost of damage or loss sustained by any person or persons using the facility during the period of hire, notwithstanding that it arose from, or by reason of, any defect in the furniture, fittings or other accessories of any kind whatsoever or otherwise. Damage includes articles chipped or cracked. Refer to clause 3.0.

8.2 Accident, Injury or Incident

Any accident, injury and incident witnessed by staff that results in a person being taken to hospital must be reported to the Venue Duty Supervisor.

The Hirer is required to:

- Ensure all spillages on floors are mopped and cleaned to prevent any slippages or potential incidents, or communicated to venue staff to assist in spillages
- Familiarise themselves in regard to any safety requirements or instructions and to ensure patrons using the facility adhere to safe practices and comply with specific safety requirements for the facility.
- For health and safety reasons exhibitors and persons under 18 years of age, not directly employed by the hirer or engaged contractor, will not be permitted in the venue during the construction phases if applicable.

8.3 Insurance

8.3.1 Public Liability

The hirer must affect policies of insurance in relation to the duration of hire against any loss arising as a result of:

- (a) public liability;
- (b) Workers’ compensation for any person or persons engaged or employed on the facility by the Hire.
8.3.2 Policies

The hirer must ensure that the public liability insurance policies:

• name the hirer and Council of the City of Gold Coast as named insured or interested party;
• provide coverage for at least $10 million for each occurrence; and
• require the insurer to notify Council of any cancellation or non-renewal of the policies.

8.3.3 Written Evidence

The hirer must provide written evidence to the reasonable satisfaction of Council that the Hirer has effected the policies of insurance as required by Clause 8.3.1:

• at least 14 days prior to the start of each hire; and
• within 14 days of receiving a written request from Council;
• any other documents or information Council may reasonably request.

8.4 First Aid

The Hirer is responsible for the supply and treatment of all first aid incidents throughout the duration of their booking. This includes the supply of ice, emergency equipment and trained personnel.

The hirer is to notify an Officer at Major Sporting Venues the contact details of their nominated First Aid provider or person.

8.5 Queensland Building Fire Safety Regulations 2008

All persons hiring a facility 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 facility.
• Any door along an evacuation route is not to be locked during use of the facility.
• The number of persons at the facility are not to exceed the approved maximum number. The number of persons permitted to the facility is provided at the time of booking.
• Where fire extinguishers and or fire hose reels are installed at the facility, 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.

Under the Queensland Building Fire Safety Regulation 2008, where buildings are used for temporary events, the Hirer is required to be inducted and the appropriate training documentation must be completed and signed off prior to commencement of a booking.

For regular hirers this procedure will be required to be completed annually prior to your first nominated booking activity commencing. The induction will be facilitated by a City Officer from Major Sporting Venues.

8.6 Electrical

MSV carries out all power connections to the venue’s main distribution system. No other electrical work is permissible unless prior approval has been granted.

Double Adaptors: Double Adaptors must not be used under any circumstances at Major Sporting Venues Facilities.

Cables: Cables or electrical wires or leads crossing walkways could cause trip hazards. Cables must be should either be raised above walkways or covered with cable tracks, carpet tiles or matting.

Appliances, Leads and Equipment: In accordance with legislation AS/NZS 3760:2010. – In service safety inspections and testing of portable electrical equipment must be tested, tagged and in date.
9.0 Facility Induction

Prior to holding your event at any of our venues a formal induction must be scheduled to make Hirers aware of relevant legislation and Work Health & Safety obligations.

By completing a formal induction the Hirer is then responsible to communicate all relevant emergency information to their event workers.

10.0 Indemnity

For the duration of the hire period the named Council facility will be under Hirer’s physical and legal control. It is the Hirer’s responsibility to inspect and approve the facility as being fit and proper for the intended purpose of use. If the Hirer considers it unsafe then they must cease using the facility immediately and notify the City of the issue. Use of the facility is deemed to be an acknowledgement that the facility is fit and proper for the intended purpose of use and acceptance that all liability associated with the use of the facility shall rest with the Hirer.

The Hirer uses and occupies the facility at the risk of the Hirer. The Hirer releases Council, its officers, agents 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 facility whilst occupied or used by the Hirer, or by any property servant or agent of the Hirer;
- any loss or damage suffered by any person or persons arising out of the exercise by the Council and its Officer(s), or agents, of any right or discretion pursuant to the Hire Agreement; and
- any accident, loss, damage or injury to any person or property arising out of the use of the equipment provided by the Council pursuant to the Hire Agreement.

The Hirer indemnifies the Council from and against all actions, claims and demands of every kind which the Council or its Officer(s), agents and contractors shall or may be liable for in respect of, or arising from, any accident, loss, damage or injury to person or property by reason of anything done or omitted by the Hirer or agent.

10.1 Disputes

In the event of any dispute or difference arising as to the interpretation of the Hire Agreement, or as to any matter or thing therein contained, or as to the meaning of any of the terms and conditions, the decision of the Director Lifestyle and Community or relevant delegate thereof shall be final and conclusive.