

# General Conditions of Hire

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## Community Centres

November 2017

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CITY OF  
**GOLDCOAST.**

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# 1 Conditions of Hire document

The 'General Conditions of Hire' is a legal document which is provided to the nominated Hirer of all community centres prior to the booking date.

The document is accompanied by a booking enquiry form which will include an acceptance clause for signing and return.

Council of the City of Gold Coast (Council) reserves the right of refusal to hire a community centre and has the power to revoke booking agreements at any time. Council also reserves the right to 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

In this document:

**'Council'** Refers to the Council of the City of Gold Coast Council ABN 84 858 548 460.

**'Director Lifestyle and Community'** The Director Lifestyle and Community of the Gold Coast City Council and includes the acting Director Lifestyle and Community.

**'Facility'** A hireable space within a Venue; applicable when the whole Venue is not being hired.

**'Fit for Purpose'** Refers to the condition of a Venue or Facility being appropriate to the intended usage

**'Frequent Bookings'** Booking a Venue or Facility where bookings are made 3 or more times per calendar year but do not follow a regular pattern and are made one at a time.

**'Hire'** To engage the temporary use of Venue or Facility for a fee.

**'Hirer'** A person or other legal entity that causes the Hire of a Venue or Facility.

**'Managed'** Where Council has engaged a manager responsible for bookings / cleaning and operations of the Venue.

**'One off Bookings'** Booking a Venue or Facility for a specific time and date.

**'Permanent Bookings'** Booking a Venue or Facility that is unable to be moved or changed, an ongoing booking with no review period over an extended period of time.

**'Regular Bookings'** Booking a Venue or Facility where bookings are at regular intervals. Bookings are able to be moved and changed and are valid for a calendar year.

**'Restoration / Performance Bonds'** A fee that is refunded when all General Conditions of Hire are satisfactorily met.

**'Special Approval'** Where the hiring of a Venue or Facility may attract additional conditions because of the nature of the activity being conducted.

**'Venue'** A community centre managed via the Safe and Liveable Communities Branch within the Community Services Directorate of the Council and includes a Facility.

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## 2 Bookings

Bookings for the Venue or Facility are processed by a City Venue Management Officer or delegate, Monday to Friday. All Venue bookings are to be made by completing a booking enquiry form, with full disclosure of the nature and purpose of the booking.

### 2.1 Hours of Use

Available for Hire between 7am and 11pm daily, with the exception of Christmas Day, Good Friday and ANZAC Day before 1.30pm (unless for an ANZAC related ceremony), unless otherwise stated for that venue or agreed to via a special written application.

Booking times must be strictly adhered to. All music and noise making activities are to cease by 11pm for internal areas and 9.30pm for external hireable areas and the Venue to be cleaned and vacated.

Some Venues located in close proximity to residential areas may impose earlier closing times on a case by case basis.

Additional costs incurred for extended use outside the booked times will be applied to the Hire fee.

### 2.2 Tentative Bookings

Tentative bookings will not be accepted.

### 2.3 Confirmed Bookings

One Off Bookings will not be considered until the Hirer signs and returns the booking enquiry form. Confirmation of the booking occurs when full payment of Hire fees and any ancillary charges (with the exception of Bond Payments that must be paid 30 days prior to the event) are received and receipted by Council. For all events and private functions a site inspection with a Venue Manager must be completed prior to booking confirmation.

### 2.4 Regular Bookings

Council does not accept **Permanent Bookings** of a Venue or Facility preferring to take **Regular Bookings** to ensure that a Venue or Facility are available for the staging of events and to allow a wider use by community members and community groups.

Applications for regular use of a Venue or Facility will only be accepted on the understanding that bookings of this nature may be required to be cancelled / rescheduled in preference of major events that require the use of a Venue or Facility. To become a regular Hirer the customer must become a Sundry Debtor. Upon approval of the credit application Regular Bookings will be accepted for the remainder of the calendar year. Regular Hirers will be invoiced in arrears on a monthly basis. Contact Council (or Delegate) directly for details on how to obtain this.

Cancelling or rescheduling of bookings by Council may be done at the discretion of the Director Lifestyle and Community (or Delegate). Regular users will be afforded the maximum amount of notice possible, and will not be financially disadvantaged in terms of Hire charge if relocated to another Venue or Facility.

### 2.5 Frequent Bookings.

A Hirer who uses a facility 3 or more times in a calendar year whose bookings are not regular and systematic must also become a Sundry debtor with Council.

### 2.6 Political and or Religious Usages within Venues

The use of the Venue or Facility for political/religious meetings or other political/religious purposes may be granted at the discretion of the Director Lifestyle and Community (or Delegate).

### 2.7 Subletting

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

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### 3 Hire Charges and Service Fees (Including Bonds)

Venue fees and charges are set by the Council as part of the City's Annual Budget and may only be reviewed by written application to the Chief Executive Officer and by formal resolution of the Council. Fees are reviewed and published once per year.

The Fee Structure for the facility will include:

- (i) Venue / Facility Hire Charges / Ancillary Charges
- (ii) Discount structure by entity and activity
- (iii) Restoration / performance bonds for:
  - o Food and Beverage Functions
  - o Major events
- (iv) Cancellations

Details of fees and charges are found within the Council's 'Register of Fees and Charges'.

All charges for Hire and services must be paid to the Council strictly in advance. Council reserves the right to alter all fees and charges at any time without prior notice to the Hirer.

- o If date of Hire is less than 30 days from when invoice is issued, full payment of Hire fee and bond (if applicable) is required immediately to confirm booking.
- o If date of Hire is greater than 30 days from when invoice is issued, full payment of Hire fee must be made to confirm booking (including bond if applicable) 30 days prior to the event.
- o In the event of another entity requesting to book the same advanced reservation date, the full invoiced amount will be required to be paid immediately to acknowledge commitment to the booking.

Hirers with Regular Bookings and Frequent Bookings being approved Sundry Debtors, are invoiced at the end of each month.

Council reserves the right to hold bonds until the General Conditions of Hire are met and that any costs to repair/replace items damaged as a result of the activities related to the event staged are received. All repairs/replacements are to be done by Council.

Council reserves the right to hold the bond until additional Hire charges for extended use times (beyond original booked hours) are received. Additionally the bond will be held until all agreements to make payments for cleaners or other associated costs are met.

Bonds will be reimbursed in full within 10 working days of the completed booking subject to all General Conditions of Hire being met.

### 4 Cancellation of Bookings

#### 4.1 Refunds

Refunds are subject to the following conditions:

At least 14 days' notice of written cancellation for **Regular Bookings and Frequent Bookings**– full Venue or Facility Hire fees will be waived.

Less than 14 days' notice of written cancellation for **Regular Bookings and Frequent Bookings** - normal Venue or Facility Hire fees will be charged. Less than 30 days' notice of cancellation for **One off Bookings** - 100% of Venue or Facility Hire fees will be forfeited.

More than 30 days' notice of cancellation for **One off Bookings** - full refund of Venue or Facility Hire (less 10% administration fee) and full bond fees that has been paid.

Refunds will be processed in the same format that payment was made (i.e. electronic bank transfer, credit card or cheque) for One off Bookings.

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## 4.2 Refusals/Cancellations by Council

The refusal of use of the facility in any case may be authorised by the Director Lifestyle and Community (or Delegate) at their discretion.

Notwithstanding that the booking of the Venue or Facility may have been entered into in accordance with these General Conditions of Hire and that the Hire charge may have been paid, it shall be in the power of the Director Lifestyle and Community (or Delegate) to cancel the booking and refund the Hire charge to the Hirer.

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

Where Council is unable to provide a Venue or Facility due to an unforeseen reason, Council will provide a full refund of the Hire if an alternative Venue or Facility cannot be provided.

## 4.3 Required Agreements between the Hirer and Council

Council and the Hirer agree:

That if at any time, in the opinion of the Director Lifestyle and Community (or Delegate):

- (i) the Hirer cannot or is not complying with these General Conditions of Hire; or
- (ii) there is a likelihood that damage may be caused to the Venue; or
- (iii) the organisation or advertising for 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;

then the Director Lifestyle and Community (or Delegate) may revoke or discontinue the permission granted at any time by giving the Hirer notice in writing thereof, whereupon the permission granted to the Hirer shall be at an end but without prejudice to any right or remedy of Council for breach by the Hirer of these General Conditions of Hire.

### 4.3.1 Condition

If in the opinion of the Director Lifestyle and Community (or Delegate) the Venue is not in a condition suitable for any performance or use by the Hirer at any date or at any time previously requested, then the Director Lifestyle and Community (or Delegate), may revoke or discontinue the permission granted in respect of any such day or time by giving to the Hirer notice in writing. Upon receipt of such notice the permission granted shall be at an end and Council shall repay to the Hirer, all sums paid by the Hirer under the provisions of the General Conditions of Hire for the particular hire. Should the Hirer have used the Venue for any period then at the discretion of the Director Lifestyle and Community (or Delegate) an amount apportioned to the balance only may be repaid by the Council.

### 4.3.2 Revoking or Discontinuing Permission to Hire

That if at any time,

- (i) in the opinion of Director Lifestyle and Community (or 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;
- (ii) the Venue is required, requisitioned or resumed for the purpose of a Government or public authority for any public use;
- (iii) the use of the Venue is prohibited, obstructed or hindered by any other occurrence; then the Director Lifestyle and Community (or Delegate) may at any time revoke or discontinue the permission granted by giving to the Hirer advance notice by telephone and / or notice in writing. Immediately upon receipt of such notice the permission granted shall be at an end. Council shall repay to the Hirer all sums paid by the Hirer under the provisions of the General Conditions of Hire.
- (iv) The Hirer fails to provide proof of relevant licenses or permissions relevant to the activity they have hired the Venue or Facility for.



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Should the Hirer not have had use of the Venue or Facility for any period then at the discretion of the Director Lifestyle and Community (or Delegate) an amount apportioned to the balance only may be repaid by Council.

## **5 Conditions of Use of the Venue and Council Owned Equipment**

Prior to Hire, Hirers and their representatives who will be present on the day of Hire will be provided with an induction of the Venue and or Facility, amenities and the equipment to ensure all health, safety and security requirements of the Venue have been explained by an authorised officer, including a *Queensland Building Fire Safety Regulation 2008* induction. See Clause 8.3.

### **5.1 Hire Preferences and Restrictions**

Venues are predominately for community use. Therefore preference in Hire is given to those users who will use the Venue to the benefit of the community. Hiring a Venue for a prolonged period of time on a regular basis for the purposes of operating a business for profit will be reviewed annually. Council reserves the right to periodically inspect activities at Venues to ensure the principle and spirit of community use is being applied and that fees charged to participants are consistent with what the Hirer states within the booking enquiry form. Businesses receiving Community Benefit status will be inspected annually to ensure activities are consistent with this outcome and with the information supplied by the Hirer.

Events/expos, concerts and private functions require onsite inspection/meeting with the Venue Manager.

Venues are not available for parties, private functions that are exempt are:

- Weddings – subject to approval after a site inspection (Note: No exception for engagement parties)
- Senior's Functions (including birthdays) 60 years + - subject to approval after a site inspection
- Children Age 1-11 years birthday parties where the function finishes by 6pm

### **5.2 Commercial (Retail) Trading**

The Hiring of the Venue for any commercial retail trading purpose is not permitted.

### **5.3 Games of Chance**

No games of chance where money or equivalent is exchanged or passed on as a prize either directly or indirectly shall take place within the Venue. Special approval may be granted in some circumstances where an approved fundraising event is to occur. Details of these events are to be provided by the Hirer.

### **5.4 Adjoining Residents and Noise**

The Hirer is responsible for ensuring any event or activity being held at the Venue does not unduly impact on adjoining Hirers and residents, for example excessive noise and/or privacy.

Hirers that use music as part of their activity (such as physical activity classes) must have their doors closed to minimise noise interference with other hireable areas.

Booking times must be strictly adhered to. All music and noise making activities are to cease by 11pm. External amplified music in designated hireable areas must cease by 9.30pm. Banksia Park Hall – Hope Island must conclude all Hire activities by 7pm due to the proximity to a residential area.

Other site specific conditions of use may be implemented as required.

Failure to comply with any official request to reduce noise will result in immediate cessation of the Hire.



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## 5.5 Children and Young People at Venues

All children (0-11 years old) and young people (12 – 17 years old) attending the facility are the responsibility of the Hirer / parent(s)/guardian(s) and/or appointed carers and must be supervised for the duration of the booking. Where a Venue or Facility is Hired for the purpose of conducting an activity specifically for children, the Hirer must provide a ratio of adults to children that is in line with the current minimum staffing requirements for Early Childhood in the National Quality Framework. Current information can be found on their website. <http://acecqa.gov.au/national-quality-framework/educator-to-child-ratios>. Where a Venue or Facility is Hired for the purpose of conducting an activity involving young people, the Hirer must ensure adequate supervision of the young people at all times within the Venue or Facility. At minimum the Hirer or their representative must be present at all times with line of sight to all young people involved in the activity.

## 5.6 Setting Up and Packing Down

The Hirer is responsible for all setting up, packing and return of equipment to storage after event, including. However assistance may on occasion be able to be provided by Council's on site Venue Managers at nominated Venues although this service must be requested in advance if required. Appropriate time allocation for set up and pack down must be allowed for in your booking times irrespective of who is arranged to do the work

## 5.7 Closure procedures

Unless specifically advised otherwise at the conclusion of Hire, the Hirer must ensure:

- All taps are turned to off position;
- All lights (including those in toilets and kitchens), urns, fans and air conditioning are turned off; and
- Ensure all doors and windows are closed properly, locked and that the security system is armed.

Failure to follow these procedures will incur standard security call out fees to secure the Venue and these will be charged to the Hirer.

## 5.8 Cleaning

- Hirers are required to leave the Venue in a clean state at the conclusion of their booking
- All garbage is to be bagged and placed in the appropriate bin containers.
- All equipment is to be returned to designated areas.
- Tables and chairs are to be cleaned and stored as found. Where applicable tables and chairs are to be packed away.
- The facility is to be left presentable for the following Hirer including the sweeping / vacuuming of floors and mopping of any spillages.
- Events must incorporate cleaning requirements within the booked times.

Negotiations with commercial cleaning services are the responsibility of the Hirer. For some Venues, full cleaning services can be negotiated. All cleaning must be completed within booked times.

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

## 5.9 Reception and Custody of Venue Chattels

The Hirer shall make arrangements with a Venue Manager or Delegated representative of the Safe and Liveable Communities Branch for the reception and custody of all articles and items supplied by the Venue and for the return thereof immediately upon the termination of the hiring period.

All equipment provided to the Hirer must be returned at the conclusion of Hire. Items missing, lost or damaged will be charged to the Hirer at current replacement valuation.

## 5.10 Removal of Hirer's Chattels

The Hirer will remove from the Venue all the scenery, curtains, properties, goods and effects of the Hirer immediately after each performance / activity and within the booked time.

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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.

### **5.11 Passageways**

The Hirers activities are to be contained within the Facility that has been hired. Use of adjoining hallways within the Venue is to be discussed with and approved by the Venue Manager prior to commencement of the activity. This includes repositioning of pre-set seating. At no time are passageways to be blocked.

### **5.12 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 proscenium, scenery, fittings, decorations, posters, are to be fixed, hung or displayed in or upon the building without the previous consent of the Director Lifestyle and Community (or Delegate).

Common area furniture and fixtures including plants must not be moved without prior permission of the Venue Manager.

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

### **5.13 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 Venue

### **5.14 Advertising**

No advertising of any description or kind shall be permitted upon or in any part of the Venue or approach thereto, except on the noticeboard or posters provided, without the approval of the Director Lifestyle and Community (or Delegate).

If the Director Lifestyle and Community (or Delegate) is of the opinion that any notice exhibited is for any reason unsuitable or inappropriate, the Hirer may be required to either remove or alter the device in question.

### **5.15 Catering and Food Preparation**

All activities involving food handling and/or preparation must comply with the *Food Act 2006*. All licensable food businesses must hold and display a current Food Licence under the *Food Act 2006*. Both licensable and non-licensable food businesses (including non-for profit activities) must comply with food safety requirements under the *Food Act 2006* and the Food Safety Standards.

For further information or advice regarding licensing requirements and food safety matters please contact Council's Environmental Health Compliance Group on (07) 5667 5988. Information can also be found online. Visit our [Food business](#) page. The Hirer shall not bring or permit any additional cooking appliances for use in the Venue kitchens unless written approval has been received from Director Lifestyle and Community (or Delegate).

Council's preference is for plastic cups or aluminium cans to be used at the Venue and not glass.

### **5.16 Smoking**

Council's community and public buildings are designated Non Smoking areas. As such smoking is not permitted within the confines of the Venue and externally within four metres of entrances.

### **5.17 Animals**

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Animals are not permitted at any Venue unless written approval has been received from Director Lifestyle and Community (or Delegate). Exceptions that do not require any approval include guide dogs, carer animals and official animals, e.g. police dogs.

## **5.18 Security**

Where a Venue Manager determines that the activity proposed poses a potential risk to the Venue or persons on a social amenity issue, a charge for the provision of a Security Guard may be imposed on the Hirer. The company shall be selected from the current list of approved Council Vendors for Security Services and only licensed Guards recognised by the Council will be allowed on site.

## **5.19 Parking**

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. An event management plan including a traffic management plan may be required to be submitted for larger events.

# **6 Control of Venues**

## **6.1 Administration**

The general administration and control of the Venue is vested in the Director Lifestyle and Community (or Delegate) who shall exercise absolute discretionary powers for the good order and control of such Venue.

## **6.2 Control of Exits**

The Council shall have complete control and supervision over all means of ingress and egress and the Hirer or their representative shall act under the direction of the Director Lifestyle and Community (or Delegate) in this respect.

## **6.3 Lost Property**

Authorised Officers of Council (or Delegate) are the only persons permitted to enter, examine and search the Venue for lost property left behind by any of the Hirers.

All articles found in any part of the Venue shall be retained until property is claimed and/or restored to the owner on production of satisfactory proof of ownership or for a period of 12 months.

## **6.4 Storage**

Hirers with a Regular Booking may apply for use of storage space in the Venue for their equipment. Any application is determined on availability of space. If approval is granted it is a condition that it is stored and maintained in a tidy manner and that it does not constitute any fire or safety hazard. Storage of any equipment is at the risk of the owner of the equipment.

Storage areas will be inspected regularly; storage must not exceed area designated. Storage areas will be reviewed annually and cannot be guaranteed for more than a 12 month period. Council's insurance does not cover any loss or damage.

# **7 General Conditions**

## **7.1 Entering the Venue**

The Hirer will permit Council officers or any other authorised Officer(s), servant or agent of the Council at any time and from time to time to enter upon the Venue or any part thereof.

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## 7.2 Directions

The Hirer will comply with any requirement or direction made or given by the Director Lifestyle and Community (or Delegate).

The Director Lifestyle and Community (or Delegate) shall be at liberty to suspend and/or control to any extent and any way deemed necessary, any use, performance, matter or proceeding which is judged to be not in accordance with the provision of these General Conditions of Hire without rendering the Council or any Officer(s), servant or agent liable for damages in respect of such suspension and/or control.

## 7.3 Use of a Venue

The Hirer shall ensure that the Venue is used in a proper and orderly and lawful manner and will not permit or suffer any riotous, disorderly or improper conduct in the Venue nor permit or suffer any person who is affected by liquor or guilty of riotous, disorderly or improper conduct to be or remain in the Venue nor permit or suffer to be done in or about the Venue 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.

The Hirer is responsible for ensuring the numbers of persons does not exceed Venue capacity. Venue capacity is deemed as one person per square meter of free space at any one time.

The Hirer is responsible for the behaviour of the persons using the Venue whatever their capacity. This includes ensuring that persons leaving the Venue 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 Venue does not pollute the environment or be contrary to legislative requirements in regard to the environment.

## 7.4 Service Instructions

The Hirer shall not hinder or obstruct or permit or suffer to be hindered or obstructed any member of the Queensland Police Service, Queensland Fire and Emergency Services and or Queensland Ambulance Service in the exercise or discharge of their duties at the Venue.

## 7.5 Copyright

The Hirer must not infringe or breach or permit or suffer to be infringed or breached any copyright performing right or any other protected right in connection with any performance or use of the Venue.

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: [http://www.austlii.edu.au/au/legis/cth/consol\\_act/cfacga1995489/](http://www.austlii.edu.au/au/legis/cth/consol_act/cfacga1995489/)

The Hirer by accepting and signing these General Conditions of Hire indemnifies the Council against any action taken against the Council as a result of any such breach.

## 7.6 Licence and Permit

The Hirer shall not do or suffer to be done any act, matter or thing in or about the Venue whereby any licence or permit in respect of the supply of drinks, food and other commodities may be or become liable to be forfeited or suspended or renewal thereof refused.

Any request for commercial filming within Venues must be approved through Council's Licensing Officers prior to confirmation of booking.

## 7.7 Beverages

The Hirer shall notify the Director Lifestyle and Community (or Delegate) of any alcoholic beverage of anykind proposed to be brought into the Venue.

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 and Gaming Regulation. Not for Profit and Community organisations may receive an exemption to hold a permit. [Eligibility for exemption](#) must be sought through the application process.

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If it is the intention of the Hirer to **provide liquor at no cost** to function attendees, notification must be submitted to Council through the Property Services team.

The Liquor Permit application is to be signed off by Council for approval prior to submitting to the Office of Liquor and Gaming Regulation at least 30 days prior to the event. A current copy of the Hirers public liability policy must accompany the application.

Council is to be provided with a copy of the Liquor Permit approval at a minimum of 7 days prior to the event being held.

In accordance with Australian laws, under age consumption of alcohol and serving alcohol to intoxicated persons is not permitted. Persons serving alcohol must hold a current 'Responsible Service of Alcohol' (RSA) Certificate.

Alcohol must be served and consumed within the rooms Hired in the facility and not in public spaces surrounding the room, including foyers or external gardens. Only if an entire venue (all rooms) is hired exclusively for the purposes of a wedding or fundraising event, may the foyer spaces be utilised.

Alcoholic beverages are to be distributed in cans or plastic where practicable.

## **7.8 Firearms, Naked Flames, Smoke Machines and Explosive Substances**

The Hirer shall not bring nor permit any firearms, fireworks, explosives or flammable liquids of whatsoever kind or nature to be brought into or used in or at the Venue and shall not use or permit to be used naked flames (including table candles) in any part of the Venue and shall not allow or permit any act or performance in the Venue which could cause injury to any person or persons.

Smoke machines can only be used at certain Venues subject to a site meeting with the Venue Manager to discuss use requirements and formal approval. Due to the need for the temporary isolation of the fire detection system, this service will need to be booked through the Venue Manager in advance and a cost to cover all associated costs will be applied to the booking. The isolation of detectors must be carried out in accordance with Australian Standards.

Any Queensland Fire and Emergency Services call out fee associated with a false alarm will be the responsibility of the Hirer.

## **7.9 Workers Compensation Policy**

The Hirer shall at all times ensure that any person or persons engaged or employed by the Hirer and conducting any activity within the Venue shall be fully covered by a Workers Compensation Policy and the Hirer shall be able to produce evidence of such cover to the Council.

## **7.10 Marketing and Promotional Material**

The Hirer is to ensure that any marketing or promotional material that contains the name of the Venue and or Council's name are printed and distributed in a responsible manner and that any information contained in this material is consistent with these General Conditions of Hire. The Hirer is to seek special approval before using the Council name /logos in its promotional material.

## **7.11 Copyright and Public Performance of Music**

The Hirer shall be responsible for the purchase and presentation of all relevant licenses to cover copyright in connection with the performance of any musical, literary or dramatic works at any Venue.

One off event and specialist licenses for dance schools and fitness classes are required to be held to cover copyright in connection with broadcasting recorded or performing live music within a Venue.

Contact OneMusic Australia on 1300 162 162 or email them [hello@onemusic.com.au](mailto:hello@onemusic.com.au) for more information about the license relevant to your hire.

Hirers will be required to provide Council with appropriate licences.

The Hirer by accepting and signing these General Conditions of Hire in accordance with clause 1 indemnifies the Council against any action taken against the Council as a result of any such breach.

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## 8 Risk Management

It is mandatory to undertake a site inspection with a Venue Manager prior to event confirmation and sign off on the event and private function form as well as the fire induction checklist.

Hirers are recommended to prepare and implement a risk management plan for events being undertaken within the Venue. This plan should include:

- Workplace Health and Safety
- Fire prevention / safety
- Safety of people attending the function
- Security
- 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
- Management of attendance numbers
- Overflow parking arrangements

### 8.1 Damage or Loss

The Hirer shall be held responsible for and be required to make good any loss or damage howsoever caused to the Venue and or Facility (as applicable to the Hire), the surrounding property, furniture, appliances or apparatus occurring during the period of Hire.

The Hirer shall be responsible for any cost of damage or loss for which it is legally liable, sustained by any person or persons using the Venue and or Facility (as applicable to the Hire) 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. Refer to clause 5.0.

Damage shall be deemed to include articles chipped or cracked.

A signed booking enquiry form (including a completed form which has been e-mailed) shall be deemed to indemnify the Council against all claims and demands made, or costs or expenses incurred in connection therewith.

The Council shall not be held responsible in any way for any damage to or loss of any property placed in the Venue by the Hirer nor for any loss occasioned by the Hirer through failure of the electricity or other plant by any unavoidable cause.

Except that this clause (8.1) does not apply to damage or loss caused by the negligence of the Council, its employees, contractors or agents.

### 8.2 First Aid, Accident, Injury or Incident

First Aid services are not provided by the Venue to Hirers or their guests. Hirers must consider provision of first aid services to their guests.

Any accidents, injuries and incidents must be reported to the Venue Manager and/or Safe and Liveable Communities within 24 hours of the event occurring. Any accident, injury and incident that results in a person being taken to hospital must be reported immediately to Council.

The Hirer is required to:

- Ensure all spillages on floors are mopped and cleaned to prevent any slippages or potential incidents
- Familiarise themselves in regard to any safety requirements or instructions and to ensure patrons using the Venue adhere to safe practices and comply with specific safety requirements for the Venue.

For safety reasons children are not permitted in kitchens and spotlight boxes.

It is the responsibility of the Hirer to arrange Public Risk Insurance Cover Policy for the duration of the Hire.

All persons attending the Venue for the event / activity are the responsibility of the Hirer.

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## 8.3 Queensland Building Fire Safety Regulations 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. The number of persons permitted is provided at the time of booking
- 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

Under the *Queensland Building Fire Safety Regulation 2008*, buildings used for temporary events, requires the Hirer to be inducted as the Event Coordinator and the appropriate training documentation must be completed and signed off prior to commencement of the Hire. For regular Hirers this procedure will require to be completed annually prior to the first nominated activity commencing. The induction will be facilitated by the Director Lifestyle and Community (or Delegate).

The nominated Event Coordinator must remain at the Venue for the duration of the Hire and is responsible to provide adequate instructions to all persons attending as per induction guidelines.

## 9 Council's Indemnity

The Hirer agrees that:

The use and occupation of the Venue and or Facility (as applicable to the Hire) is at the risk of the Hirer and the Hirer releases the Council, its officers, servants, agents and contractors from all actions, claims and demands of every kind resulting from:

- (i) any accident, loss damage or injury to any person or property occurring at 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;
- (ii) 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 these General Conditions of Hire; except where the actions, claim or demand is a result of the negligence or omissions of the Council, its employees, contractors or agents; and
- (iii) 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 these General Conditions of Hire, 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 from and against all actions, claims and demands of every kind which the Council or its Officer(s), servants, 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 their servant or agent for which the Hirer is legally liable. Any rights and powers of the Council under any of the provisions of the Booking Enquiry Form shall not be deemed to impose upon the Council any responsibility for the selection of the work or works proposed to be performed or being performed on the Venue at any time.

## 10 Disputes

In the event of any dispute or difference arising as to the interpretation of these General Conditions of Hire 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 Delegate) acting reasonably thereof shall be final and conclusive.

Any Hire of any kind shall be subject to the terms and conditions of the General Conditions of Hire which it shall be taken as read and understood by the Hirer upon signing in accordance with clause 1.

**END**



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**Council of the City of Gold Coast**

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