



Community Venues Conditions of Hire

PO Box 489
Lawnton QLD 4501

Phone: 07 3889 0063
Emergency: 0420 795 905

www.encircle.org.au
venues@encircle.org.au

Community venues are for the use of and enjoyment by the community. With the assistance and co-operation of all hirers the Management are able to provide the venues and services at a reasonable cost to all concerned.

All community venues are the property of Moreton Bay Regional Council, under the management of Encircle Inc.

Management – *In these Conditions of Hire, “Management” means Encircle Inc. and may include the Moreton Bay Regional Council.*

1. Limits of Hire		Initial
1.1	The hirer shall be entitled to use the venue or part of the venue specified in the approval letter for the approved time frame only which includes set-up and clean-up time.	
1.2	The hirer is required to remain on site until the end of the event to ensure all responsibilities are undertaken, including securing the venue.	
1.3	Hirers that are granted permission to use the venue shall not assign the right of use to any other person or organisation.	
1.4	Music must cease at 11.30pm and venue to be vacated by midnight, hirer may stay later for cleaning purposes.	

2. Safety and Responsibility		Initial
2.1	All emergency services representatives and authorised Council employees have the right to access any and all parts of the venue at any time .	
2.2	Emergency response procedures and evacuation diagrams can be found throughout each venue.	
2.3	Hirers are responsible for familiarising themselves with the evacuation diagrams, emergency response procedures and location of fire fighting equipment and for identifying them to event participants.	
2.4	The hirer must comply with all laws relating to public buildings and overcrowding and obstruction of passages, corridors and emergency entry/exit points. This also applies to seating arrangements. The venue shall not be used for illegal or immoral purposes. Any persons causing an offence against such regulations shall be at risk of being removed from the venue.	
2.5	Hirers whose activities include children less than 18 years of age must comply with all laws regarding working with children .	
2.6	The hirer accepts full responsibility for activities undertaken at the event and for ensuring acceptable risk management techniques are practiced so as not to cause injury or damage to any persons.	
2.7	Hirers must secure their own property against all foreseeable risks as Management does not accept any responsibility for the security, control or safety of property.	
2.8	All portable electrical appliances and leads brought into the venue must have current service test tags .	
2.9	Hirers are responsible for providing suitable first aid equipment as there is no first aid equipment located at the venue.	
2.10	The Management recommends for any functions, parties, etc. that all hirers provide crowd control staff, issue written invitations, obtain a party registration pack from your local police station or by visiting www.police.qld.gov.au .	

3. Indemnity, Release and Public Liability Insurance		Initial
3.1	Should hirers engage a third party to provide entertainment or another activity as part of the event, then it is the responsibility of the hirer to ensure that the third party has the appropriate public liability insurance to cover any incidents that may arise from these activities.	
3.2	All regular hirers (regular means more than 10 bookings over a 12 month period) are required to provide Management with a "Certificate of Currency" for a minimum of \$20 million for the period of hire.	
3.3	The hirer releases, shall be solely liable for, and agrees to indemnify, Encircle and Moreton Bay Regional Council for any claim, loss, damage or injury to any person or property arising from the use of the venue and acknowledges these agreed conditions of hire may be used by Encircle or Moreton Bay Regional Council as a bar to any proceedings whatsoever.	

4. Bookings	Initial	
4.1	Management reserves the right to accept, refuse or cancel any booking at any time in its sole discretion. No bookings will be made for 21 st , 18 th or 'teen' events.	
4.2	Collection of access cards/keys is as per the instructions in the booking confirmation letter. Access cards/keys must be returned to 865 Gympie Road, Lawnton, QLD 4501 by 4:00p.m. on the next business day after conclusion of the hire period. If this is not possible, they may be dropped in the key drop box located on the back concrete wall of the building opposite the shed. Lost access cards/keys must be report immediately to Management and will incur a \$30.00 replacement cost.	
4.3	<p>The hirer:</p> <p>4.3.1 Must be 18 years of age or over;</p> <p>4.3.2 Accepts sole responsibility for the booking and agrees to be bound by these conditions of hire;</p> <p>4.3.3 Agrees to pay applicable fees and bonds in full by the due date stated on the booking confirmation letter and will remain in advance of one months rent at all times, failing which the booking will be cancelled without notice;</p> <p>4.3.4 Agrees that a booking is not confirmed and access will not be approved until all required documentation is completed and all fees and bonds are paid in full; and</p> <p>4.3.5 Agrees that all costs incurred by Management as a result of the hirer's failure to secure the venue, return access cards/keys, or otherwise comply with these conditions of hire will be recovered from the hirer and that where Management has a claim against the hirer in accordance with these conditions of hire, the bond or part thereof, may be withheld to satisfy any cost associated with such claim. Applicable bond refunds will be issued within 30 days after the end of the hire period.</p>	
4.4	<p>Where Management, in its sole discretion, deems the subject of the booking to be a high risk event, the following is required:</p> <p>4.4.1 The hirer must engage a private security company and provide evidence of this arrangement;</p> <p>4.4.2 The event is to be registered with the police and a copy of the signed Party Safe Registration Form is to be provided to Management; and</p> <p>4.4.3 The hirer must comply with all laws on the sale and consumption of alcohol and provide Management with a copy of any applicable licences. Visit website https://www.business.qld.gov.au/industries/hospitality-tourism-sport/liquor-gaming/liquor/licensing/applications/types</p>	
4.5	<p>When a confirmed booking is cancelled the following fees will apply:</p> <ul style="list-style-type: none"> • \$25.00 Cancellation Fee for any event cancelled up to 7 working days prior to the scheduled event date. • 50% Cancellation Fee for any event cancelled with less than 7 working days notice. • 100% Cancellation Fee for any event cancelled with less than 48 hours notice. 	

5. Cancellation by Management	Initial
<p>5.1 <i>The Hirer agrees to accept cancellations as required by Management. Management may cancel the booking with written notice if:</i></p> <p>5.1.1 The hall is required for a large or community event – 30 days notice will be provided in writing to the Hirer whenever possible.</p> <p>5.1.2 Management becomes aware that the event, goods or services proposed to be held, or provided by the Hirer are objectional, dangerous, infringes any copyright, is prohibited by law, or would be detrimental to Council.</p> <p>5.1.3 Repairs or alterations to the venue are required.</p> <p>5.1.4 The hire fees have not been paid or completed booking forms not lodged within the allocated timeframe.</p> <p>5.1.5 In the event of an emergency, Management may cancel the booking without notice.</p> <p>5.1.6 The Hirer agrees, under the conditions of hire, to accept cancellations as above, and waives the right to make any claim by law or in equity⁸, for loss or damage in consequence thereof.</p> <p>5.1.7 If Encircle cancels the booking without fault of the Hirer then Encircle will refund any amounts paid by the Hirer.</p>	
<p>5.2 If a suspension of a regular booking is required by Encircle, a fee for re-instatement of \$25 may apply.</p>	

6. Venue Condition and Cleaning		Initial
6.1	At the commencement of the hire period, the hirer agrees to notify Management immediately of any obvious defect at the venue, in relation to non-working equipment, damage or cleanliness.	
6.2	Otherwise, the hirer agrees and acknowledges that the venue is in suitable repair and clean condition and that the venue must be returned to Management in suitable repair and a clean condition at the end of the hire period, as solely determined by Management.	
6.3	The hirer must undertake cleaning of the venue at the conclusion of the hire period only. Cleaning equipment is located in the hirer's cleaning equipment cupboard/kitchen or store area. All items must be returned after use.	
6.4	Hirers are responsible to familiarise themselves with the operation of all equipment. Call outs due to operator error will be at the hirer's expense.	
6.5	Management retains the right to determine the cost of any repairs or cleaning required and will apply the bond towards any claim for any damage to, lack of cleaning or loss of equipment.	
6.6	A cleaning service is available upon request. Hirers to provide a minimum of 2 weeks notice for this service, with payment being made at time of request.	
6.7	All rubbish must be removed from venue and placed in appropriate rubbish bins.	

7. General	Initial
7.1 Animals are not permitted into the venue, with the exception of registered assistance dogs or where prior permission has been obtained.	
7.2 Hirers and all venue attendees must comply with all relevant laws, including those relating to noise . Every effort must be made to contain noise and music at a level that does not interfere with nearby residents.	
7.3 Smoking is prohibited in the venue and surrounds at all times, including within four (4) metres of the entrance/doorways. It is the hirer's responsibility to ensure that all persons at the venue comply with this condition.	
7.4 Decorations including but not limited to items such as glitter, rice, confetti, rose petals and sand are prohibited. Acceptable decorations must not be placed or affixed in any way that may cause damage to any part of the venue (e.g. interior/exterior floors, walls or other surfaces) and must be removed at the conclusion of the hire period. The hirer must remove all decorations or structures and will be responsible for all costs associated with any damage to the venue caused by the placement or removal.	
7.5 Use of open flames including but not limited to candles and lanterns is prohibited .	
7.6 Storage of equipment for regular hirers is at the discretion of Management and at the hirer's risk. Hirers must apply to Management in writing in advance should they require permanent storage arrangements. All goods/equipment brought in by the hirer must be removed at the end of the hire period.	
7.7 Hirers are responsible to familiarise themselves with the location of switches throughout the venue.	
7.8 Any dispute or difference of opinion arising as a result of the interpretation of these conditions of hire shall be resolved in accordance with the Management Committee complaints management policy.	
7.9 Parking is restricted to the sealed areas and adjacent streets and is not permitted on lawns. Pushbikes to be left outside the venue in bicycle racks if available.	
7.10 All lights/fans/appliances in main areas and toilets must be switched off after use with the exception of fridges/freezers.	
7.11 All external windows and doors must be closed and locked and checked by an adult.	
7.12 Tables and chairs must be returned to storage area and all items must be carried NOT dragged. Removal of tables and chairs from the venue is prohibited.	
7.13 No food and drink to be placed on or near the piano if one is available.	
7.14 Booking of the venue does not entitle use of playing fields if applicable.	

8. Emergency Response Procedures		Initial
8.1	Hirers must adhere to emergency response procedures as outlined below and located in the hirer information folder at the venue.	
8.2	The assembly area is the gathering point in the event of an evacuation. The assembly area/s for the building is marked on the evacuation plan displayed within the building.	
8.3	As Management trained officers are not permanently located on site, the hirer is responsible for responding to all emergencies and coordinating any evacuations of the building occupants. Occupants must be made aware of the evacuation procedure for the building, including exits and assembly area at the commencement of the hire period.	
8.4	On becoming aware of an emergency involving smoke/fire occupants must raise the alarm verbally (shout FIRE FIRE FIRE) to alert other occupants, if an automatic fire/smoke detection system does not exist or has not activated.	
8.5	The hirer will decide if an evacuation is appropriate, notify the occupants in the building and direct them to follow the EXIT signs and leave through the nearest safe emergency exit and proceed to the assembly area. The hirer will check evacuation routes to determine if they are safe to use.	
8.6	The hirer will notify the relevant emergency service(s) of the type and location of the Emergency by phoning 000 .	
8.7	The hirer (or designated person) will arrange to assist any persons requiring special attention , including mobility-impaired persons, to safely evacuate.	
8.8	If safe , the hirer (or designated person) will arrange to check the building, including bathrooms and storerooms to determine whether all occupants have evacuated to the assembly area. Do not struggle with occupants who refuse to evacuate, but alert them to the emergency personal and notify emergency services upon arrival of the last location of any occupants remaining in the building.	
8.9	All patrons of the venue are required to proceed to the assembly area as directed by the hirer.	
8.10	If unable to safely evacuate, close all doors and signal your presence at a window if possible.	
8.11	If safe , turn off such services to the building as gas or electricity.	
8.12	The priority is the safe evacuation of all occupants. Do not attempt to fight a fire unless you are competent and confident with the required back up and skills to operate the fire safety installations safely and effectively.	
8.13	Remain calm and follow evacuation instructions and the instructions of attending emergency services.	
8.14	The emergency services (Queensland Fire and Rescue Service, Queensland Police Service) will assume control on arrival. The hirer will advise them whether all occupants have evacuated and other information about the emergency as required.	
8.15	Do not re-enter the building until you are told it is safe to do so.	
8.16	Relevant instructions on fire safety and emergency evacuation procedures are given to contractors when they are inducted by Management.	

8.17	<p>Fire</p> <p>8.17.1 Use the back of your hand to check closed doors for excessive heat before opening.</p> <p>8.17.2 Stay low as smoke and heat will build from the ceiling down</p> <p>8.17.3 Close doors behind you as they exit. This helps to limit the spread of fire and smoke.</p> <p>8.17.4 Ensure all occupants assemble in the designated assembly area.</p> <p>8.17.5 If anyone is missing, tell the fire service on arrival. DO NOT ATTEMPT to re-enter the building.</p>	
8.18	<p>Bomb Threat</p> <p>If a bomb/suspicious item is found:</p> <p>8.18.1 Do not touch the object</p> <p>8.18.2 Advise nominated hirer immediately</p> <p>8.18.3 The hirer will advise other persons to move from the area</p> <p>8.18.4 The hirer will notify the relevant emergency service(s) of the type and location of the emergency – phone 000.</p> <p>8.18.5 The hirer will evacuate persons to an assembly area different to the standard assembly area as far from the building as possible.</p>	
8.19	<p>Severe Storm</p> <p>In the event of strong wind the following actions should be taken:</p> <p>8.19.1 If external to the building:</p> <ul style="list-style-type: none"> i Seek shelter immediately ii Avoid windows and external doors iii If possible, do not remain in cars <p>8.19.2 If inside the building:</p> <ul style="list-style-type: none"> i Secure all windows and external doors ii Keep clear of windows iii Follow the instructions of the hirer iv Where possible, secure loose objects external to the facility. 	