

# Conditions of Hire – Community Venues

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**Community Bookings**

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By hiring **Rothwell Community Centre** which is owned by Council, You (the **Hirer**) acknowledge and agree that:

1. these Conditions of Hire form a binding agreement between You and Council; and
2. You will comply at all times with these Conditions of Hire.

**Note** – In these Conditions of Hire, “Management” means the Moreton Bay Regional Council (Council) and may include the community association that manages the Rothwell Community Centre on behalf of Council.

**Limits of Hire:**

- 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.
- A minimum three hour hire applies to all bookings.
- The Hirer is required to remain on site until the end of the event to ensure all responsibilities are undertaken, including securing the venue.
- Hirers that are granted permission to use the venue shall not assign the right of use to any other person or organisation.

**Safety and Responsibility:**

- All emergency services representatives and authorised Council employees have the right to access any and all parts of the venue at any time.
- Emergency response procedures and evacuation diagrams can be found near the main access door of the Rothwell Community Centre.
- 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.
- 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 Hirer must comply with all laws relating to the consumption and service of alcohol.
- The Hirer must comply with all laws regarding fire safety and must not do anything which could, in the reasonable opinion of Council, cause a smoke hazard (example: smoke machine), fire hazard or result in the alarm systems at the venue being triggered inadvertently. The hirer will be responsible for paying any applicable call out fees due to alarms being triggered, except in the case of a genuine emergency.
- Hirers whose activities include children less than 18 years of age must comply with all laws regarding working with children.
- 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.
- 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.
- All portable electrical appliances and leads brought into the venue must have current service test tags.
- Hirers are responsible for providing suitable first aid equipment as there is no first aid equipment located at the venue.

**Indemnity, Release and Public Liability Insurance:**

- Depending on the specific circumstance, Council's casual Hirer insurance may provide cover for Hirers who are non-commercial, not incorporated, not for profit and irregular users of Council facilities. Irregular use means no more than 12 bookings over a 12 month period.
- All other Hirers are required to provide Management with a certificate of currency for a minimum of \$20 million for the period of hire, and comply with the Council's Insurance Policy 12-2150-060 as available on its website and updated from time to time.
- 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. In this situation, Council's public liability insurance does not apply.
- The Hirer releases, shall be solely liable for, and agrees to indemnify, 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 the Council as a bar to any proceedings whatsoever.

**Bookings:**

- Management reserves the right to accept, refuse or cancel any booking at any time in its sole discretion.
- Collection of access cards/keys is as per the instructions in the booking approval letter. Access cards/keys must be returned to the location they were collected from by close of business on the next business day after conclusion of the hire period or as per other written agreement.
- The Hirer:
  - Must be 18 years of age or over;
  - Accepts sole responsibility for the booking and agrees to be bound by these conditions of hire;
  - Agrees to pay applicable fees and bonds in full by the due date stated on the invoice, failing which the booking will be cancelled without notice;
  - 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
  - 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, or an invoice issued to the Hirer which becomes a debt payable to Management, to satisfy any cost associated with such claim. Applicable bond refunds will be issued within 30 days after the end of the hire period.
- Where Management, in its sole discretion, deems the subject of the booking to be a significant risk event, the following is required:
  - The Hirer must engage a private security company and provide evidence of this arrangement;
  - 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
  - The Hirer must comply with all laws on the sale and consumption of alcohol and provide Council with a copy of any applicable licences.
- Cancellation by the Hirer:
  - Where a confirmed booking is cancelled, written notice must be provided in advance. A cancellation fee may apply as per the current fees and charges schedule available on Council's website.
- Cancellation by Management:
  - The Hirer agrees to accept cancellations as required by Management, and waives the right to make any claim whatsoever for loss or damage as a result. If Management cancels the booking without fault of the Hirer, then Management will refund any amounts paid by the Hirer.

**Venue Condition and Cleaning:**

- 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.
- 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.
- The Hirer must undertake cleaning of the venue prior to the conclusion of the hire period. Cleaning equipment is located in the kitchen. All items must be returned after use. Tea towels, dish cloths and dishwashing detergent are not supplied.
- 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.
- 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. If no bond has been paid, or the cost of the cleaning or repairs exceeds the bond paid, an invoice will be issued to the Hirer which will become a debt payable to Management.

**General:**

- The Hirer must comply with all reasonable directions of Management in relation to the venue which may be given from time to time.
- The Hirer must comply with all directions, signage and notices erected by Management at the venue.
- Animals are not permitted into the venue, with the exception of registered assistance dogs or where prior permission has been obtained.
- Hirers and all venue attendees must comply with all relevant laws, including those relating to noise.
- Smoking is prohibited in the venue and surrounds at all times, including within five (5) metres of the entrance/doorways. It is the Hirer's responsibility to ensure that all persons at the venue comply with this condition.

- Decorations 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.
- Use of open flames including but not limited to candles and lanterns is prohibited.
- Storage of equipment for regular Hirers is at the discretion of Management and at the Hirer's risk. All goods/equipment brought in by the Hirer must be removed at the end of the hire period.
- Hirers are responsible to familiarise themselves with the location of switches throughout the venue.
- The Hirer acknowledges and agrees to release Council, its employees, agents and Councillors from any and all liability for damage, loss or injury, however caused, that the Hirer or any third party may suffer as a result of or arising from the Hirer's use or booking of the venue, or the Hirer's breach of these Conditions of Hire. The Hirer acknowledges and agree that Council and its employees, agents and Councillors may plead this release as a complete defence and bar to any proceedings which arise from the Hirer's use or booking of the venue, or the Hirer's breach of these Conditions of Hire.
- The Hirer will indemnify and will defend Council and its employees, agents and Councillors (**Those Indemnified**) against any liability, claim, demand, losses, cost or damage made against, or suffered or incurred by, Those Indemnified which arises in any way from the Hirer's use or booking of the venue, or the Hirer's breach of these Conditions of Hire. It is not necessary for Council to make any payment before enforcing this right of indemnity and the Hirer must pay (as a liquidated debt) on demand any amount that the Hirer must pay under this indemnity. This indemnity will survive any termination or completion of these Conditions of Hire. The Hirer's liability to Those Indemnified will be reduced proportionally to the extent that any unlawful, wilfully wrong or negligent act or omission of Those Indemnified caused or contributed to the liability, claim, demand, losses, cost or damage.

#### **Emergency Response Procedures:**

- Hirers must adhere to emergency response procedures as outlined below and located in the Hirer information folder at the venue.
- Assembly area
  - 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.
- 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.
- On becoming aware of an emergency involving smoke/fire occupants must raise the alarm verbally (shout FIRE FIRE FIRE) to alert other occupants,
- 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.
- The Hirer will notify the relevant emergency service(s) of the type and location of the Emergency by phoning 000.
- The Hirer (or designated person) will arrange to assist any persons requiring special attention, including mobility-impaired persons, to safely evacuate.
- **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.
- All patrons of the venue are required to proceed to the assembly area as directed by the Hirer.
- If unable to safely evacuate, close all doors and signal your presence at a window if possible.
- **If safe**, turn off such services to the building as gas or electricity.
- **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.
- Remain calm and follow evacuation instructions and the instructions of attending emergency services.
- 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.
- **Do not re-enter the building until you are told it is safe to do so.**
- Contractors:
  - Relevant instructions on fire safety and emergency evacuation procedures are given to contractors when they are inducted by Management.

- Fire:
  - Use the back of your hand to check closed doors for excessive heat before opening.
  - Stay low as smoke and heat will build from the ceiling down
  - Close doors behind you as they exit. This helps to limit the spread of fire and smoke.
  - Ensure all occupants assemble in the designated assembly area.
  - If anyone is missing, tell the fire service on arrival. DO NOT ATTEMPT to re-enter the building.
- Bomb Threat:
  - If a bomb/suspicious item is found:
    - Do not touch the object
    - Advise nominated Hirer immediately
    - The Hirer will advise other persons to move from the area
    - The Hirer will notify the relevant emergency service(s) of the type and location of the emergency – phone 000.
    - The Hirer will evacuate persons to an assembly area different to the standard assembly area as far from the building as possible.
- Severe Storm:
  - In the event of strong wind the following actions should be taken:
    - If external to the building:
      - Seek shelter immediately
      - Avoid windows and external doors
      - If possible, do not remain in cars
    - If inside the building:
      - Secure all windows and external doors
      - Keep clear of windows
      - Follow the instructions of the Hirer
      - Where possible, secure loose objects external to the facility.