Conditions of Hire

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Bookings

- Booking requests must be made by completing the Room Hire Application Form, or online via https://mbrc.bookable.net.au/.
- The person completing the application form, and whose signature appears on the form, is subject to the conditions of hire and must be over 18 years of age.
- Council reserves the right to accept, refuse or cancel any booking.

Hours of use

The Learning and Business Centre is open from 8:00am to 5:00pm Monday - Friday, excluding public holidays and Christmas closedown period.

Hire period

- The hire period should include sufficient time to allow set up/pack down and cleaning before and after the event to ensure that the next Hirer gains access to the venue at the booked time.
- All events must be finalised within the hire period. Additional charges will apply if rooms are not vacated by the nominated end time or by 5pm Monday to Friday, whichever occurs first.

Hire fees

- Must be paid in full at the point of making a booking via Bookable, or after the Room Hire Application Form is received Council will contact the Hirer to arrange payment. Bookings will not be processed without payment.
- Fees and charges are determined by Council and are available for viewing on the website or application form.
- Fees are subject to change each financial year. Bookings occurring the following financial year will be subject to that financial years prices.

Not for profit discount

Council offers community organisations that are incorporated not for profit organisations, a discounted price as per the fees. Organisations must be incorporated and benefit the community with profits and surpluses not being distributed to owners, members or any other individual or group of individuals. Proof must be provided to qualify for the discounted price. Excludes government departments.



Venue service fee

• A Venue Service Fee of \$28.70 per half hour (or part thereof) apply to bookings that require additional services to be arranged by Council staff.

Security fee

• The cost of guard hire plus the Venue Service Fee for bookings that require security as determined by the Learning and Business Centre staff.

Cleaning fee

• The cost of additional cleaning plus the Venue Service Fee will be charged if further cleaning is required over and above standard cleaning.

Staffing fee

• Price on application

Cancellations of bookings by Council

- Council may cancel the booking if:
 - Council becomes aware that the event, goods or services proposed to be held, or provided by the Hirer are objectionable, dangerous, infringes any copyright, is prohibited by law, or would be detrimental to Council.
 - Repairs or alterations to the venue are required.
 - The hire fees have not been paid or required documents not lodged, within the allocated timeframe.
 - $\circ\;$ In the event of any emergency, Council may cancel the booking without notice.
- 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 equity, for loss or damage in consequence thereof. If Council cancels the booking without fault of the Hirer, then Council will refund any amounts paid by the Hirer.

Cancellations by the Hirer

- Written notice of a cancellation must be provided, or cancellation must be made by the Hirer in the online booking system.
- 31 calendar days or more notice: full refund
- 8 30 days' notice: 25% of hire fee
- 7 days or less notice: full fees apply, and no refund is provided



Catering

- From January 2025 you can bring in your own catering for your events with us
- Please note all food must be prepared by a licensed food business unless it is for individual consumption.
- Clients are responsible for the ordering, pick up or arranging delivery, serving and clean up of their catering and must comply with food safety standards
- 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 License under the Food Act 2006.
- City of Moreton Bay shall not be liable for any claims, loss, damage, or injury to any person arising from the consumption of any clients catering that has been brought into the venue.

Child protection requirements

Hirers whose activities include children less than 18 years of age must comply • with current legislation regarding Working with Children, including blue card requirements and risk assessments, unless the child's parents are on the premises. Refer to www.bluecard.gld.gov.au for further information.

Insurance

• The Hirer must provide evidence of a minimum of \$20,000,000 Public Liability Insurance cover for the hire period, and a copy is to be submitted with the completed Room Hire Application Form or online booking prior to the event date, except where the Hirer meets the requirements of Council's Casual Hirer's quidelines.

Limit of hire

- Council will not accept permanent bookings by way of lease or licence for the venue.
- The conditions of hire do not assign the regular Hirer exclusive use of the venue.
- From time to time regular Hirer's bookings may be cancelled or room changed, to allow for significant 'one off' events access to the venue. As much notice will be given as possible, should cancellation or room change of a regular booking be required.



Liability

• The Hirer shall be liable for, and will indemnify Council for any claims, loss, damage or injury to any person or property arising from the use of the venue.

Special conditions

- The Hirer otherwise agrees and acknowledges that the venue is in suitable repair and clean condition.
- The venue must be returned to council in a suitable repair and a clean condition at the end of the hire period.
- Council retains the right to determine the cost of any repairs and cleaning required.

Damage

 All damages are to be reported immediately. During business hours, all damages are to be reported to the Learning and Business Centre (07) 5433 3700.

Disabled access

• Wheelchair and disabled access toilets, parking and facilities are available.

Disputes

- In the event of any dispute or difference arising from the hire or as to any matter raised in relation to the meaning of any of these Conditions of Hire, the decision of Council, acting reasonably, shall be final and conclusive.
- Any function/event of any kind shall be subject to the Conditions of Hire which it shall be taken as read and understood by the Hirer upon the signing an Application form for Hire, or by accepting the terms and conditions of hire online through Bookable.

Emergency contacts

- Police and other emergency services phone 000.
- City of Moreton Bay phone (07) 3205 0555.
- Caboolture Hub Learning and Business Centre (during business hours) phone (07) 5433 3700.



Noise

• Every endeavour must be made to contain noise and music at a level that does not interfere with other rooms.

Media

• Media personnel require permission from City of Moreton Bay to enter the Caboolture Hub. Please contact Council on (07) 3205 0555 to prearrange.

Parking

• Onsite disabled parking is available at the Caboolture Hub. General parking is available in the multi storey car park adjacent to the Caboolture Hub. Time limited parking is available under the Town Square and throughout the precinct. All parking is free however fines may apply if time limits are exceeded. Refer to signage and park with discretion.

Smoking

- Smoking is prohibited in the venue and surrounds at all times, including within five (5) metres of the entrance/doorways and within ten (10) metres of a children's play area.
- The Hirer must ensure that all participants at the venue comply with this condition.

Use of the venue

- Council reserves the right to refuse hire of the venue or any portion thereof without explanation.
- The venue shall not be used for any illegal or immoral purpose. All animals, expect bona fide assistance dogs, are prohibited from entering the venue.
- A representative or agent from Council shall at all times have the right to access to any room for the purpose of ensuring compliance with conditions of hire.

Marketing

• Agreement to these conditions also indicates agreement to receive occasional marketing communications via the contact details provided. Please contact the Learning and Business Centre on (07) 5433 3700 or <u>caboolture.hub@moretonbay.qld.gov.au</u> should you not wish for this to occur.



Safety and responsibility (risk management)

- Any identified emergency services representatives and relevant Council employees have the right to access any or all parts of the venue at any time.
- The signing of the Room Hire Application Form/online booking is on the basis that the Hirer accepts full responsibility for activities undertaken at the event, and for ensuring acceptable risk management techniques are practised.
- At all times, the Hirer is to observe and practice general safety, so as not to cause injury/damage to guests, attendees or workers.
- At no time does Council accept any responsibility for security/control or safety of the Hirers' property. Hirers must secure their own property to all foreseeable risks. This includes damage and loss of their property.
- The Hirer will comply in every respect with the regulations relating to public buildings and overcrowding, and obstruction of passages, corridors and emergency entry/exit points. Any person causing an offence against such regulations shall be at risk of being removed from the venue.
- Evacuation plans can be found at each main entry to the venue.
- Hirers are responsible to familiarise themselves with the evacuation plans and procedures and to identify them to participants.
- Hirers are responsible to familiarise themselves with the location of the fire fighting equipment and to identify them to participants.

Please note: A security report regarding time Hirer's enter and exit the venue is monitored. The venue is fitted with security cameras throughout which are in operation 24 hours a day.

