

Community Halls Conditions of Hire

September 2024

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Disclaimer

City of Moreton Bay and its officers accept no responsibility for any loss whatsoever arising howsoever from any person's act or omission in connection with any information, expressed or implied, contained within this document. Nothing in this document should be taken as legal advice.

Definitions

In these Conditions of Hire, unless otherwise specified:

Conditions of Hire means these terms and conditions which apply to the hire of the Halls.

Council means City of Moreton Bay.

Hirer means the individual, business, community group or other entity hiring a Hall.

Hall Manager means the association that manages a Hall on behalf of Council.

Hall means a community hall, community centre or meeting room owned or controlled by Council.

Hire Agreement means the agreement made in Council's online booking system when booking a Hall.

Weekend means from 6.30pm Friday to midnight Sunday.

1. Conditions of Hire

By hiring a Hall, the Hirer agrees that:

- these Conditions of Hire form a binding agreement between the Hirer and Council; and
- the Hirer will comply with these Conditions of Hire when using the Hall for the approved purpose.

Council reserves the right of refusal to hire a Hall and has the power to accept, refuse or cancel bookings at any time. Council also reserves the right to move a booking to another Hall if there is a reason that the original booked Hall becomes unavailable.

2. Bookings

All Hall bookings are booked through Council's website via an online booking platform, Bookable. Where a hirer is unable to make an online booking, manual bookings may be made directly to the Hall Manager.

Bookings for all Halls must be made a minimum of five days prior to the date the Hall is required.

A minimum one-hour hire fee applies to all bookings.

2.1. Hours of Use

Except for Redcliffe Volunteer Hub and Albany Creek Community Centre, Halls are available for hire from 6.00am to 12 midnight each day of the week.

Redcliffe Volunteer Hub - 9.00am and 9.30pm

Albany Creek Community Centre - 7.00am to 11.00pm

To avoid clashes between the various Hirers who use the Hall, booking times must be strictly adhered to. The Hall must be vacated on or before the agreed time.

Additional costs for extended use outside the booked times may be retained from the bond.

Restrictions on the number of Weekend hires per year apply at some Halls.

2.2. Confirmed Bookings

Bookings will be processed when the Hirer has completed the application process through Council's online booking system or by application. Completion of the booking process occurs when all required documentation and full payment of hire and bonds are received by Council.

2.3. Advanced Bookings

Council may take bookings up to 12 months in advance.

2.4. Regular Bookings

Council accepts bookings to ensure that the Halls are available for a range of activities and hirers, thus allowing a wide use of the Halls by community groups and members.

Applications for regular use of a Hall are accepted on the understanding that the booking may be required to be cancelled/rescheduled in preference of major events or emergencies that require the use of that Hall.

Cancelling or rescheduling of bookings may be done at the discretion of Council. Regular users will be afforded the maximum amount of notice possible and assisted where possible with relocation to another Hall.

Regular Saturday hire may be restricted at Halls at the discretion of Council.

Regular hire restrictions apply at the following Halls:

- North Lakes Community Centre Meeting Rooms, Board Room and Activity Room - maximum 12 weekend bookings per calendar year
- North Lakes Community Centre Hall - maximum 6 weekend bookings per financial year
- Deception Bay Community Hall - no regular Saturday hire
- Caboolture Memorial Hall - no regular weekly weekend hire

2.5. Subletting

Subletting of the Hall is prohibited and will not be approved under any circumstances.

3. Hire Fees and Charges (Including Bonds)

Hall fees and charges are set by Council as part of Council's Annual Fees and Charges review and may only be reviewed by written application to the Chief Executive Officer and by formal resolution of the Council.

3.1. Fee Increases

The Hirer acknowledges and agrees that the fees for hiring the Hall may be subject to increase on 1 July each year to align with Council's budget review. Council will notify Hirers at time of booking if the booking may be affected by fee increases. Any fee increase will be applied to the online booking platform.

3.2. Payment in Advance

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

Regular hirer fees are due the last day of the month prior to their bookings.

Where the Hirer chooses to cancel their booking and hiring fees, including bonds, have been charged, the hiring fees will be refunded provided the cancellation is made more than seven (7) days prior to the date of the booking.

If Council needs to cancel the booking for any reason outside the Hirer's control and cannot provide a suitable alternate Hall, then all fees and charges will be refunded in full.

3.3. Bonds

Bonds will be refunded after the booking completion subject to all Conditions of Hire being met and once the Hirer has provided any requested information such as bank account details. .

Bonds paid by cash, cheque or eftpos by EFT (Electronic Funds Transfer) will be refunded within 30 days.

Bonds paid via credit card will be refunded back to credit card within 5 business days.

Council reserves the right to hold or retain bonds:

- until Conditions of Hire are met;
- to cover costs to clean and/or repair/replace items damaged as result of the activities related to the booking (all repairs/replacements are to be managed by Council); and
- to cover security, QFES (Qld Fire & Emergency Service) or other call out fees.

3.4. Refunds

No refunds will be given to those Hirers who finish their event prior to the scheduled completion time.

Council refunds monies by EFT (Electronic Funds Transfer) or cheque if requested. Fees paid by credit card, will be refunded direct to the nominated credit card.

Note: refunds must be applied to the same credit card used to pay the fees.

4. Cancellation of Bookings

4.1. Notification

Council must be notified of any cancellation as soon as possible prior to the booking. Cancellation fees may apply depending on when the cancellation is made.

4.2. Cancellation Fees and Refunds

Less than 7 days' notice of cancellation of booking – 100% of Hall fees will be forfeited excluding Bond.

4.3. Cancellations by Council

The refusal of use of the Hall in any case may be authorised by Council at its discretion.

Notwithstanding that the booking of the Hall may have been entered into in accordance with these conditions and that the hire charge may have been paid, Council may 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 of damage in consequence thereof.

Where Council is unable to provide a Hall due to an unforeseen reason, Council will provide a full Hall hire refund.

4.4. Breach of Conditions

Council may revoke or discontinue hire at any time by giving the Hirer notice in writing, 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 the Conditions of Hire.

Without limiting Council's powers of revocation, Council may revoke or discontinue hire in the following circumstances:

- when the conditions of hire are not met; or
- if there is a likelihood that damage may be caused to the Hall; or
- if the organisation advertising for or the manner in which any use is being conducted (or proposed) to be conducted is of a scandalous, libelous, or obscene character.

Failure to comply with the requirements set out in this document will be regarded as a breach of agreement giving Council the right to sue for the recovery of any amount due and/or to cancel all or any such future booking.

4.5. Hall Condition

If, in the opinion of the Council, the Hall is not in a condition suitable for use by the Hirer at any date or at any time previously requested, then Council may cancel the booking by giving the Hirer notice in writing.

Upon receipt of such notice Council shall repay to the Hirer, all sums paid by the Hirer under the provisions of the Hire Agreement. Should the Hirer have used the Hall for any period then, at the discretion of Council, an amount apportioned to the balance only may be repaid by Council.

4.6. Hall Required for Other Purposes

Council may at any time cancel a booking by giving the Hirer advance notice by telephone and/or notice in writing if at any time,

Without limiting Council's powers of revocation, Council may cancel a booking if in the opinion of Council:

- there exists an emergency 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; or
- the Hall is required for the purpose of a government, or public authority for any public use such as a local, state or federal election or as an evacuation or recovery centre; or
- the use of the Hall is prohibited, obstructed or hindered by any other occurrence.

Immediately upon receipt of such notice of cancellation, Council shall repay to the Hirer all sums paid by the Hirer under the provisions of the Hire Agreement.

Should the Hirer have used the Hall for any period then, at the discretion of Council, an amount apportioned to the balance only may be repaid by Council.

5. Conditions of Use of the Hall and Council Owned Equipment

5.1. Security and Party Registration

Where Council deems necessary the Hirer is responsible for arranging at their own expense licensed security and/or register the event with Queensland Police Service (QPS).

Details of the engaged security company and written documentation demonstrating the arrangement must be supplied to Council prior to the booking as specified in the Confirmation Letter e.g. receipt for payment of services or letter from company advising they have been engaged.

Security is required as follows but may be necessary in other instances as determined by Council:

- 70 -150 attendees 1 security guard;
- 151 - 250 attendees 2 guards;
- 250+ attendees 3 guards.

Where the booking is a party or social function with or without alcohol, the Hirer is responsible for registering with QPS and providing a copy of the [Party Safe Registration](#) to Council.

5.2. Online Hirer Induction

The Hirer must complete an online hirer induction for the Hall prior to their first booking. The hirer induction remains current for 12 months.

5.3. Children at the Hall

All children attending the Hall are the responsibility of the Hirer parent(s)/guardian(s) and/or appointed carer and must be supervised for the duration of the booking.

5.4. Setting Up and Packing Down

The Hirer is responsible for all setting up, packing and return of equipment to storage at the end of the booking. Appropriate time allocation for set up and pack down must be allowed for in the Hirer's booking times.

5.5. Keys

The Hirer must collect and return access cards and keys as per the instruction in the Confirmation letter. There is no onsite staff to provide access.

5.6. Closure Procedures

The key must be returned as specified on the confirmation letter from Council.

The Hirer will be responsible for:

- returning all equipment neatly to allocated storage areas or as signed within the Hall;
- cleaning as listed below;
- turning off taps, lights (including those in toilets and kitchens), urns, fans and air conditioning; and
- ensuring that all doors and windows are closed properly, locked and that the security system is set where applicable.

Failure to follow these procedures will incur standard security call out fees to secure the building which will be retained from the bond. See Council's [fees and charges](#) for call out fees.

5.7. 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 scenery, fitting, decorations, posters, advertising signs to be fixed, hung or displayed in or upon the building, approach to the building or grounds without the previous consent of Council.

The Hirer shall at their own expense provide protective apparatus and appliances as may be directed by the Council.

5.8. Prohibited Substances/Articles

The Hirer is not permitted to take into or use the following substances in the Hall or grounds:

- any type of firework or flammable substances;
- any chemical substance deemed toxic or dangerous;
- chewing gum;
- glitter, rice, confetti;
- smoke or sparkular machines or similar;
- open flames.

5.9. Floor Surfaces and Grounds

No substance to be placed on any floor that may alter the surface including tape.

Furniture and equipment must be carried or moved using trolleys where provided, and not dragged across the floor.

5.10. Cleaning

Hirers are required to leave the Hall in a clean state at the conclusion of their booking. The Hirer is responsible for proper cleaning of kitchen areas, and for loss or damage to equipment and facilities, which are used by themselves or caterers, musicians, decorators, etc. contracted by the Hirer.

Negotiations with commercial cleaning services are the responsibility of the Hirer.

All cleaning must be completed within booked times and prior to vacating the Hall. If the Hall is not left in a satisfactory manner, a cleaning fee may be charged and retained from the Hirer's bond or invoiced.

If cleaning is unable to be completed by the end of the hire period, additional time on the following day may be booked and paid for subject to Hall availability.

The Hirer is responsible to ensure:

- all garbage is bagged and placed in appropriate bins available at the Hall. Where there is no waste collection service to the Hall, garbage is to be removed offsite and disposed of by the Hirer;

- tables and chairs used are wiped cleaned and returned to the allocated storage area;
- floors are swept and any spills mopped;
- all glassware, crockery and utensils used are washed, dried and stacked in the appropriate places;
- all benches, sinks and food preparation areas are wiped clean;
- all food and beverage items are removed;
- all cleaning equipment is returned to the cleaning cupboard after use.

Tea towels, dish cloths and detergent are not supplied except for automatic dishwasher detergent where applicable.

5.11. Hall Equipment

The Hirer is not permitted to remove or relocate any property or items in the Hall not belonging to the Hirer, without written consent from Council.

Council endeavours to ensure that all equipment at the Hall is maintained and in good working order however it provides no warranty that such equipment will be working or fit for your intended purpose. Where Council becomes aware of equipment failures prior to a booking Council will endeavour to provide reasonable notice to the Hirer of such failure. The Hirer acknowledges and agrees that Council will not be liable for any loss (whether direct or indirect) caused due to equipment at the Hall not working.

5.12. Insurance

Organisations, including nonprofit associations and clubs, businesses, sole traders and government departments, are required to:

- provide evidence of Public Liability Insurance cover for \$20 million for the hire period in the name of the person/company who is making the booking, otherwise they are to be listed as an interested party; and
- indemnify Council against, any claim, loss, damage or injury to any person or property arising from the hire of the Hall.

Casual hirers are covered under Council's Casual Hirer's public liability insurance where the Hirer is not an incorporated, not-for-profit, conducting a not-for-profit activity and hires a Hall for a maximum of twelve (12) times per year.

5.13. Adjoining Residents and Noise

The Hirer is responsible for ensuring any event or activity being held at the Hall 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 consider options to minimise noise interference with other areas such as keeping doors closed.

The Hirer must ensure that all relevant laws, including those relating to noise are complied with during the hire of the Hall. This includes responsibility for maintaining the correct Australian Performing Rights Association (APRA) and associated public performance licenses if required (including those for background music, fitness class music, movies and other media used by the Hirer or guests at the Hall). For further info visit <https://www.apraamcos.com.au/>.

The level of noise emissions from any band, orchestra, musical instrument, DJ or activity within the facility shall not exceed normal background noise level when measured at the nearest boundary of any residential property. After 10.00pm the noise emissions shall not exceed the background noise at any point outside the Hall

Booking times must be strictly adhered to. All music and noise making activities are to cease by 11.00pm.

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

5.14. Hirer's Possessions

The Hirer will remove from the Hall all equipment, goods and effects after each booking and within the booked time.

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.

Authorised Officers of Council are the only persons permitted to enter, examine and search the Hall for lost property left behind by any Hirers. All articles found in any part of the Hall shall be retained until property is claimed and/or restored to the owner of the production of satisfactory proof of ownership or for a period of three months.

All electrical equipment brought into the Hall by the Hirer must have a current electrical safety test tag.

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 License under the Food Act 2006.

Both licensable and non-licensable food businesses (including not-for profit activities) must comply with food safety requirements under the Food Act 2006 and Food Safety Standards.

To determine if a food business license is required, see [Do I need a food business licence? | Health and wellbeing | Queensland Government \(www.qld.gov.au\)](http://www.qld.gov.au/health-and-wellbeing)

The Hirer shall not bring or permit any additional cooking appliances for use in the Hall kitchens unless written approval has been received from Council.

No BBQs, spits or cooking appliances with open flames are permitted in the Hall.

5.16. Alcohol

The Hirer shall notify Council if any alcoholic beverage of any kind is proposed to be brought into the Hall.

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, Gaming and Racing (OLGR).

Non-Profit community organisations may not need a Community Liquor Permit for a one-off fundraising event or function and should check the self-assessment criteria on the OLGR website. [Self-assessment criteria](#)

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

5.17. Smoking

Council's community and public buildings are designated Non-Smoking areas. Smoking is not permitted within the confines of the Hall and externally within five metres of entrances.

5.18. Damages and Repairs

Any damaged furniture and equipment must be reported immediately. Hirers not reporting damage or faults will be held responsible for the repair of the goods.

Out of service/danger tags available in the Hall Information Folder to be affixed by the Hirer to any faulting, broken or damaged equipment.

5.19. Animals

Animals are not permitted at any Hall unless written approval has been received from Council. Exceptions that do not require any approval include assistance and official animals such as guide dogs, registered carer animals and Police dogs.

5.20. Parking

During the hire no vehicles are to obstruct access to the Hall, 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.

5.21. Access by Council

The Hirer will permit Council officers or any other authorised Officer(s) or Contractor of Council at any time to enter upon the Hall or any part thereof and abide by the directives of those officers.

5.22. Hall Capacity

The Hirer is responsible for ensuring the numbers of persons does not exceed Hall capacity.

5.23. Use of the Hall

The Hirer shall ensure that the Hall is used in an orderly and lawful manner and will not permit any disorderly or improper conduct in the Hall nor permit any person who is affected by liquor or guilty of disorderly or improper conduct to be, or remain, in the Hall.

The Hirer shall not permit 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, at or in the Hall.

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

Council reserves the right to ban and/or have any person/group removed from the premises where that person/group has or is likely to cause injury/damage to other persons or property.

6. Risk Management

Reporting Accident, Injury, or Incident

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

Incident and Hazard report forms are located in the Hall Information Folder onsite.

6.1. Risk prevention

The Hirer is required to:

- complete the online hirer induction for the Hall prior to the booking;
- ensure all spillages on floors are mopped and cleaned to prevent any slips, trips or falls;
- keep doorways, passages, and exits unobstructed;
- familiarise themselves with any safety requirements or instructions; and
- ensure patrons using the Hall adhere to safe practices and comply with specific safety requirements for the Hall.

For safety reasons, children are not permitted in kitchens or to move furniture.

6.2. First Aid

First Aid Kits are not available at the Hall for Hirer's use. It is the responsibility of the Hirer to ensure they have a suitable First Aid Kit in their possession whilst they are in use of the Hall.

An AED (Automated external defibrillator) is located in the Hall and available for use. The Hirer should familiarise themselves and their guests with its location.

6.3. Emergency Response Procedures

Hirers and guests must adhere to Council's emergency response procedures as set out in [Appendix 1](#) to these Conditions of Hire and as located at the Hall.

7. Indemnity

The Hirer and Council agree as follows:

The Hirer uses and occupies the Hall at the risk of the Hirer, and the Hirer will release the Council, its officers 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 Hall 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;
- 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 the Hire Agreement; except where the actions, claim or demand is a result of the negligence or omissions of the Council, its employees, contractors or agents; and
- any accident, loss, damage or injury to any person or property arising out of the use of the equipment provided by Council pursuant to the hire of the Hall, 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, its employees, contractors or agents from and against all actions, claims and demands of every kind which the Council or its Officer(s), servants, agents or contractors shall or may be liable for in respect 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. The Hirer will only provide this indemnity for matters arising from the negligent acts or omissions of the Hirer, or their servant or agents.

Any right and powers of the Council shall not be deemed to impose upon the Council any responsibility for selection of the work or works proposed to be performed or being performed on the Hall at any time.

8. 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.

APPENDIX 1 - EMERGENCY RESPONSE PROCEDURES

- a) In this Appendix 1, the “assembly area” is the gathering point in the event of an evacuation which is marked on the evacuation plan displayed within the Hall.
- b) As Management trained officers are not permanently located on site, The Hirers are 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.
- c) On becoming aware of an emergency involving smoke/fire occupants must raise the alarm verbally (shout FIRE FIRE) to alert other occupants if an automatic fire/smoke detection system does not exist or has not activated.
- d) The Hirer shall 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 shall check evacuation routes to determine if they are safe to use.
- e) The Hirer shall notify the relevant emergency service(s) of the type and location of the Emergency by phoning 000.
- f) The Hirer or a person reasonably fit for the task and designated by The Hirer shall arrange to assist any persons requiring special attention, including mobility-impaired persons, to safely evacuate.
- g) If safe, the Hirer or a person reasonably fit for the task and designated by The Hirer shall 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.
- h) All patrons of the Hall are required to proceed to the assembly area as directed by the Hirer or a person reasonably fit for the task and designated by You.
- i) If unable to safely evacuate, close all doors and signal Your presence at a window if possible.
- j) If safe, turn off such services to the building as gas or electricity.
- k) The priority is the safe evacuation of all occupants. Do not attempt to fight a fire unless The Hirer are competent and confident with the required back up and skills to operate the fire safety installations safely and effectively.
- l) Remain calm and follow evacuation instructions and the instructions of attending emergency services.
- m) The emergency services (Queensland Fire and Rescue Service, Queensland Police Service) shall assume control on arrival. The Hirer shall advise them whether all occupants have evacuated and other information about the emergency as required.
- n) Do not re-enter the building until The Hirer are told it is safe to do so.
- o) In the event of fire:
 - 1. Use the back of Your hand to check closed doors for excessive heat before opening.
 - 2. Stay low as smoke and heat will build from the ceiling down.
 - 3. Close doors behind The Hirer as they exit. This helps to limit the spread of fire and smoke.
 - 4. Ensure all occupants assemble in the designated assembly area.
 - 5. If anyone is missing, tell the fire service on arrival. DO NOT ATTEMPT to re-enter the building.
- p) In the event of a bomb threat:
If a bomb/suspicious item is found:
 - i. Do not touch the object.
 - ii. Advise nominated Management immediately.
 - iii. The Hirer shall advise other persons to move from the area.
 - iv. The Hirer shall notify the relevant emergency service(s) of the type and location of the emergency – phone 000.
 - v. The Hirer shall evacuate persons to an assembly area different to the standard assembly area as far from the building as possible.
- q) In the event of a severe storm:
 - a) Seek shelter immediately;
 - b) Avoid windows and external doors unless The Hirer can safely secure them;
 - c) If possible, do not remain in cars.

