



Unidus Community Centre Terms & Conditions of Hire

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1. Unidus Community Centre – Terms and Conditions of Hire

The 'Terms and Conditions of Hire' is a legal document, which is provided to the prospective Hirer of the venue in UCC prior to the booking date. HC reserves the right of refusal for the hire of UCC and has the power to revoke booking agreements at any time.

2. Definitions

- HC refers to Hope Church
- UCC refers to Unidus Community Centre and is owned by HC
- BM refers to the Business Manager engaged by HC and shall include anyone authorized to act in his or her capacity
- TD refers to the Technical Director engaged by HC and shall include anyone authorized to act in his or her capacity
- Hirer refers to the person or organization referred to on the Event Enquiry Form and includes a member of any committee thereof
- Regular booking/s refers to bookings of venue at regular intervals. Bookings are able to be rescheduled
- Casual booking/s refers to a one-off booking/s made by the Hirer for a specific time and date and is not a repetitive booking.

3. Booking Requirements & Procedures

3.1 Event Enquiry Form

An event enquiry form must be completed with all particulars filled in each section of the form, and is to be submitted to the BM electronically or in writing. UCC may not discuss any costs or pricing without the submission of an event enquiry form.

3.2 Estimates & Tentative Booking

The BM will issue an Event Estimate which outlines the estimated cost of the event, and a Booking Confirmation Order which states the due date of confirming the Event Estimate. A tentative booking of the event date will be held until this due date, and must be confirmed by the Hirer in writing expressing interest to accept the Estimate. Otherwise, the tentative booking will automatically be cancelled and made available for re-hire. If there is another party interested in the tentative date and time, the initial tentative Hirer will be contacted for a decision. If contact cannot be made with the Hirer, the BM is reserved the right to terminate tentative bookings.

3.3 Confirmation & Payment

3.3.1 Confirmation

- a) A signed Booking Confirmation Order, must be submitted to the BM electronically or in writing, within or by the due date stated on the Booking Confirmation Order.
- b) UCC will issue an invoice for the bond to the Hirer, and full payment is required by the due date stated on the invoice.
- c) Depending on the urgency of the event, UCC may issue an invoice for the event to the Hirer, and full payment is required by the due date stated on the invoice.
- d) The BM may also require the Hirer to submit certain documentation or proof of authorization before confirming the booking.
- e) A confirmation will be issued to the Hirer once
 - all issued invoice(s) is/are fully paid,
 - the booking confirmation order is signed and received by the BM, and/or;
 - all required documentation is/are submitted to the BM.

3.3.2 Amendment after Confirmation

- a) Please note that amendment to event date / time may significantly alter the estimate or affect the availability of any resources stated on the estimate.
- b) It is advised to finalize the technical requirements with the TD with a minimum of thirty (30) days prior to the event. If there are changes to the application, the final amount (\$) may differ from the estimate.
- c) The Hirer acknowledges that any changes or additions to the services being quoted represent a change of scope to the event and may alter the costs on the estimate.
- d) UCC will issue reviewed estimates after every amendment in request from the Hirer, and a new signed Booking Confirmation Order is required.
- e) UCC will issue an invoice for the event based on the final estimate, after which, any amendment may result in deduction of the bond withheld.

3.3.3 Payment

- a) All payment must be made by electronic transfer of funds to appointed bank account stated on all issued invoices by UCC, by the due date stated on the invoice.
- b) UCC do NOT accept cash or cheque.
- c) Bond payment can be made in instalments, however the booking will only be confirmed after full payment is received.
- d) Payment for the event may be made in instalments, however UCC reserve the rights to cancel the booking without compensation and retain all paid monies and bond, if full payment is not received by the due date stated on the invoice.
- e) Where Payment is not received by the due date stated on the invoice, UCC will apply an additional fee of 10% of the estimate cost.

3.4 Public Liability

- The Hirer agrees to keep HC/UCC indemnified against all legal claims that may arise during the course of their event, except arising from negligence on the part of HC/UCC or its representative.
- The Hirer's Public Liability Insurance will cover claims arising from negligence due to activities organized by the Hirer.
- The Hirer must obtain Public Liability Insurance for an amount of not less than \$15,000,000 applicable to its use of the facility.
- A valid certificate of currency must be supplied thirty (30) days prior to the event. Also the Hirer will produce a copy of the policy whenever requested by HC/UCC
- Evidence of HC's Public Liability Insurance may be supplied upon request.

3.5 Staffing

- It is essential to have one (1) supervisor & one (1) technical staff for every event that is using the Main Auditorium in UCC.
- It is essential to employ UCC's logistic staff for the setup and reset for any event that is uses the Main Auditorium in UCC. We do not allow Hirer's volunteers to be involve in the setup and restoration of the Main Auditorium, except for decorations.
- Traffic Control attendants and Security officers may also be necessary depending on the size and nature of the event.
- The Hirer must supply the following personnel: Ushers (1:100 attendees), stagehands or first aid officer. If the Hirer is unable to provide the required personnel, the Hirer must give at least 30 days' notice for HC/UCC to supply these at additional cost to the Hirer.
- The personnel provided by the Hirer must follow the directives of the BM / TD / Supervisor and/or its Representatives.

3.6 Security

- UCC is responsible for arranging licensed security during the period of hire if deemed necessary by the BM. The Hirer shall be responsible for any costs involved in such security which will be included in the estimates
- In the case of licensed Security and Crowd Controllers, the number of personnel in ratio to the number of guests, required will be decided by the BM having regard to the nature of the hire (typically 1 guard per 100 attendees).
- Hirer may request to engage their preferred security company upon approval from the BM. Company details of the engaged security personnel must be supplied to UCC prior to the event.
- Should the Hirer's security personnel did not show up for the event or fail to provide adequate service, this may result in last minute hiring of UCC's security staffs and the cost will be deducted from the bond.

3.7 Worker Compensation Policy

The Hirer shall at all times ensure that any person or persons engaged or employed by the Hirer, with the exception of HC/UCC staff and contractors, shall be fully covered by a Workers Compensation Policy and shall produce evidence of such cover to UCC.

3.8 Floor Plan

The floor plan/s must be provided 30 working days prior to the commencement of the event with guidance provided by the BM. If the Hirer booking the venue is not the person who will be facilitating the event, the Hirer must forward a floor plan to the event facilitator for their information. HC reserves the right to rearrange or adjust specified room set-ups to ensure Workplace Health and Safety Regulations are adhered to. Please note if applicable, costs may be incurred for additional set-up fees.

3.9 Production Requirement

- All run sheets, stage plans and multimedia content (e.g. video & audio playbacks, PowerPoint presentations, images, lighting cues, etc.) must be supplied 2 weeks before the event in a format approved by the TD.
- Any external equipment must be electrically tested & tagged and be approved for use by the TD. Only operators provided by HC or approved by the TD may operate technical equipment within the hired venue.
- Any production requirements involving operators must be confirmed 30 days prior to the event to ensure their availability, otherwise there is no guarantee that the service can be fulfilled.
- All equipment and venue items are subject to availability.

3.10 Adherence to Hire Times

Hire times must be strictly adhered to. Hire times must include bump-in, preparation, rehearsals, general clearing out by the Hirer and bump-out. The Hirer agrees to remove equipment including sets, props, costumes and other equipment immediately after the last performance.

3.10.1 Wages & Overtime

An additional fee applies for time use in excess of the hire times as agreed and stated in the Booking Confirmation Form. If the event starts early, runs over-time and/or the venue is not vacated by the agreed upon time, the Hirer will be obliged to pay for:

- a) Standard cost stated in the agreement, and
- b) Overtime charges for every additional hour, and
- c) Overtime charges for every additional hour worked by HC/UCC staff/s and contractors.
- d) Events held on a Public Holiday attract 1.5 times base wage, with 2.0 times after 12am Midnight
- e) Penalty rates for staff wages is applicable to hours past 12am at 1.5 times.
- f) Penalty rates for staff wages increase to 2.0 times when the event runs in to a Public Holiday

3.11 Post Event

General and normal cleaning is included in the cost of the venue hire charge, but additional charges may apply if the event results in cleaning above and beyond normal cleaning.

3.12 Conduct of Event

The Hirer is responsible for conducting the function in an orderly and lawful manner. The BM or his or her representative may terminate the Hirer's event should they believe that the event did not comply with UCC's Terms and Conditions of Hire.

4. Charges, Fees & Bonds

4.1 Variation of Charges & Fees

HC/UCC reserves the right to alter all hiring fees and charges at any time. In the cases of a confirmed booking, any variation of charges and fees will be re-negotiated with the Hirer, and a new confirmation order will be signed between all parties. HC/UCC reserves the right to cancel a booking if such negotiation is unsuccessful.

4.2 Security Bond

A bond payment will be required for any part of the venue the Hirer intends to hire and shall be paid as a guarantee of fulfillment of the Terms & Conditions of Hire, against any damage to the venue, fittings or furnishings contained therein, and for any abnormal cleaning of the venue used by the Hirer. This is payable to UCC/HC on the required due date as stated in the invoice that will be sent to the Hirer. For hire of the Main Auditorium, a bond of \$1500 is required for all events. For all other parts of the venue, a bond of \$200 to \$500 is required.

HC reserves the right to hold bonds until:

- Terms & Conditions of Hire are met and that any costs to repair/replace items damaged as a result of the activities held by the Hirer are received. All repairs/replacements are to be arrange by HC/UCC.

- Additional hire charges for extended use times (beyond original booked hours) are received.
- All agreements to make payments for cleaners or other associated costs are met.
- Bonds will be reimbursed in full by direct bank transfer within seven (7) to fourteen (14) days after the hire period, providing all Terms & Conditions of Hire are met and less any amounts attributed to overtime or damages.

5. Alteration & Cancellation of Bookings

5.1 Cancellation by Hirer

- Notification of cancellation must be made via written letter or email.
- Notification of cancellation up until **sixty (60) days prior** to the scheduled event – full refund of deposit
- Notification of cancellation up until **thirty (30) days prior** to the scheduled event – 70% refund of deposit
- Notification of cancellation within **thirty (30) days** of the scheduled event – 50% refund of deposit

5.2 Cancellation by HC/UCC

It shall be at the discretion of HC/UCC to refuse to hire the facility in any case and notwithstanding that the booking of the venue may have been entered into in accordance with the Terms & Conditions of Hire and that the hire charge may have been paid.

5.2.1 Violation of Terms & Conditions of Hire

HC/UCC and the Hirer will agree as follows, that if at any point in time, in the opinion of HC:

- 1) Conditions detailed regarding the Hirer which are to be performed are not observed; or
- 2) There is a likelihood that damage may be caused to the venue or any part of the venue; or
- 3) The organization or advertising for or the manner in which any performance or use of the venue is being conducted, or proposed to conduct is of a scandalous, libelous or obscene character.

The event may be terminated at any time if HC/UCC believes that the Terms & Conditions of Hire have not been adhered to. In the event of such termination, the Hirer will be given notice in writing and HC will be entitled to receive and retain all payment.

5.2.2 Condition of Venue

HC/UCC and the Hirer will agree as follows, that if at any point in time, in the opinion of HC:

- 1) or destruction of or damage to The facility is not in a condition suitable for any performance or use; or
- 2) There exists an emergency due to a reportedly imminent occurrence that causes or threatens to cause loss of life, injury or distress to persons or threatens the safety of any person property.
- 3) The use of the facility is prohibited, obstructed or hindered by any other occurrence;

HC/UCC may revoke or discontinue the permission granted in respect of any such day or time previously requested, by giving the Hirer advance notice by telephone and/or notice in writing. Upon receipt of such notice, the permission granted shall be at an end and HC/UCC shall repay to the Hirer, all sums paid by the Hirer under the provisions of the Hire Agreement. Should the Hirer have used the venue for any period, at the discretion of HC/UCC, HC/UCC may only need to repay an amount apportioned in accordance with the time the venue was not utilized to the extent that it was due to the reasons listed within this clause.

The Hirer hereby agrees to accept the same and to be held to have consented to any such cancellation and to have no claim whatsoever at law or in equity for loss or damage in connection to or as a consequence thereof.

5.3 Alteration of Booking

All alteration of booking date must be informed as soon as possible in writing. Full payment will be charged if alteration of booking date is received less than thirty (30) days prior to the hire date.

All attempts will be made to allocate groups into the preferred rooms booked. However, it may be necessary to move groups to a similar or an upgraded room when the space/room hired becomes unsuitable for hire or to ensure the venue is used to its maximum capacity. If your group is moved, you will be notified of this change. No compensation will be awarded for such relocation.

5.4 Refunds

HC/UCC refunds by direct bank transfer for casual bookings.

In relation to a regular or repetitive Hire, the Hirer's monthly invoice will be adjusted.

- At least seven (7) days notice of written cancellation by Regular Hirers – full facility hire fees will be waived.
- Less than seven (7) days notice of written cancellation by Regular Hirers - normal facility hire fees will be charged.

6. General Conditions of Hire

6.1 Purpose of Hire

The purpose of hire should be clearly stated on the application form. Should the purpose of the hire be in conflict with any of the values held by HC/UCC, the booking may not be granted at the discretion of the BM.

6.2 Hours of Use

Unless otherwise agreed to via a special written application. All music and noise producing activities are to cease by 11.00pm and the venue to be cleared to HC/UCC's satisfaction and vacated. Hire times must include setting up and packing up.

6.3 Copyright

The Hirer will 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 UCC.

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 (*Cth*). Details are available at: http://www.austlii.edu.au/au/legis/cth/consol_act/cfagca1995489/

The Hirer by accepting and signing these Terms & Conditions of Hire indemnifies HC against any claim for breach of Copyright as a result of any such breach.

6.4 License & Permit

The Hirer shall not do or suffer to be done any act, matter or thing in or about UCC whereby any license 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.

6.5 Control of Facilities

The general administration and control of the facility is in HC/UCC who shall exercise absolute discretionary powers for the good order and control of UCC.

6.5.1 Control of Exits

HC/UCC 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 HC/UCC in this respect.

6.5.2 Entering of UCC

The Hirer will permit HC/UCC staff and contractors or any other authorized Officer(s), servant or agent of the Brisbane City Council at any time and from time to time to enter upon UCC or any part thereof.

6.5.3 Direction

The Hirer will comply with any requirement or direction made or given by the BM. HC/UCC shall be at liberty to suspend and/or control to any extent and in any way deemed necessary, any use, performance, matter or proceeding which, in the opinion of HC/UCC, is judged to be not in accordance with the provision of the Hire Agreement.

6.6 Service Instructions

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

6.7 General Disputes & Feedback

In the case of any disputes that may arise, it is imperative that the Hirer informs the BM or the representative at the earliest opportunity in order to have the situation rectified as quickly as possible without impeding the event.

All feedback can be directed to the BM either by emailing bookings@unidus.org.au, by phone 3714 0316 or in person by appointment.

7. Conditions of Use of Facilities & Equipment

The Hirer shall ensure that the venue is used in a proper, 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 conducting themselves in a manner which is riotous, disorderly or improper to be or remain in the venue nor permit or suffer to be done in or about the venue or any other part of the venue any act, matter or thing which may injure or tend to injure the reputation of HC/UCC or cause a nuisance or annoyance to others. 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.

7.1 Commercial Trading

The hiring of the facility for any commercial retail trading purpose may not be permitted.

7.2 Subletting

Subletting of the venue is prohibited and will not be approved under any circumstances. For all bookings the Hirer wishes to transfer, written consent by the BM must be obtained, and will be subjected to the Terms and Conditions of Hire.

7.3 Advertising

All plans for advertising during and for the event must be discussed with and approved by HC. The Hirer is to ensure that any marketing or promotional material that contains the name of UCC are printed and distributed in a responsible manner and that any information contained in the material is consistent with the Terms & Conditions of Hire. HC/UCC reserves the right to remove any advertising, promotional material or display that is found to be offensive or inappropriate. Any reference to the venue will be as follows, "Unidus Community Centre".

7.3.1 Advertising on UCC Noticeboard

No advertising of any kind is permitted in the premises except on the noticeboard. It must be submitted in writing and approved by HC and HC will be responsible for displays of such advertising.

7.3.2 Advertising on UCC Website

The Hirer is able to promote their event on the UCC Website and social media pages. Please email event details to bookings@unidus.org.au. HC/UCC reserves the rights to advertise event photos on UCC website and social media pages, if the Hirer does not wish for such exposure, request must be submitted in writing to the BM prior to the event.

7.4 Setting Up/Logistical Aspect

HC/UCC is responsible for all setup, reset and return of UCC's equipment to storage after the event. Setup and pickup must be allowed for in your booking times (termed as bump-in and bump-out, respectively). In most cases, BM will allow the Hirer to organize setup of chairs and tables to lessen the cost to the Hirer.

7.5 Technical Equipment

- UCC has a supply of video, lighting and sound equipment, which is made available for hire to the Hirer. Please request a list of equipment available from the BM.
- The Hirer is allowed to bring in their owned technical equipment, or hire equipment from an outside source. Any third-party equipment brought in must have a current test tag attached and be approved by the TD for use in UCC.
- All rigging and operation of technical equipment must be under the supervision of the TD and must carry appropriate license/s

where necessary.

- Prior to hire, the BM shall provide an orientation of the venue amenities and the equipment.

Unauthorized personnel are not permitted to access areas such as behind the stage, broadcast room, production booth or the upper backstage unless the TD has specifically given permission to do so.

7.6 Flammable Items

- The use of candles, incense, kerosene or fire of any kind is strictly prohibited and shall not be used in any part of UCC. No fireworks, pyrotechnic devices or any like material is permitted in UCC under any circumstances unless otherwise requested in writing by the Hirer and subject to HC's approval.
- If the smoke alarm is triggered due to the activities held by the Hirer, the Hirer is responsible for any costs involved as a result of triggering the response of the Emergency Fire Department (approx. \$1200).
- On written request by the Hirer to the BM, smoke detectors may be isolated, if smoke machines are required for a performance. Smoke machines may be used with prior approval from the TD. The TD will be the sole arbiter regarding this matter.
- No other flame-producing equipment or intense heat sources are allowed to be in use if smoke detectors are isolated.
- No heaters or BBQ's are to be placed within five meters of entrances.

7.7 Catering & Food Preparation

- UCC is able to provide catering to the Hirer upon request.
- The Hirer is allowed their own catering arrangements. If the Hirer is hiring a caterer, UCC will require the caterer's food business licence and public liability insurance. The caterer must also hold a minimum of 4 stars rating certificate issued by the local council.
- The Hirer will be responsible for ensuring that the kitchen is left in a clean and tidy condition, that all equipment, fixtures and utensils are left clean and in good order.
- All breakage is to be reported to the BM and associated costs will be the responsibility of the Hirer.
- The Hirer shall not bring or permit any additional cooking appliances for use in the facility kitchens. Where applicable, agreement may be reached in consultation with the BM.

7.8 Beverages & Alcohol

The BM is to be notified by the Hirer of any alcoholic beverages of any kind that are intended to be brought into the venue. UCC's preference is for plastic or aluminum cans to be used at the facility. Alcoholic beverages are to be distributed in cans or plastic. Persons serving alcohol must hold a current 'Responsible Serving of Alcohol' (RSA) Certificate. Under no circumstances shall liquor be sold and the necessary liquor permit must be sighted at the time of the event. Temporary liquor license may be submitted.

1. The Hirer is responsible in verifying the ID of their attendee/patrons and ensuring that persons under the age of 18 are not provided with alcohol.
2. Money is not permitted to be collected from the sale of alcohol from fundraisers/trivia nights within UCC, however other fundraising options are available, e.g. wine makers with a vigneron license may sell by the glass but not bottles and may take orders for bottles.
3. Other options can be discussed with the BM. Alcohol must not be consumed outside the premises, and fines will apply to anyone taking alcohol outside of the premises during an event.

7.9 Photography & Videography

UCC & HC reserves the right for photography and videography services conducted at its own expense for the sole purpose(s) of advertisements in print, web or any other form of media, including social media.

- UCC will inform the Hirer of its engagement in photography and/or videography at its own expense and will have the opportunity to reject this service
- The Hirer may request supply of these media for a fee
- The Hirer may request published material to exclude discernable and recognizable facial features of their attendees

7.10 Cleaning

HC/UCC and the Hirer will agree as follows:

- a) Hirers are required to leave the facility in a reasonably clean state at the conclusion of their booking
- b) Floors that have been soiled will incur additional cleaning charges.
- c) Cleaning responsibilities apply to spaces hired and common areas used.
- d) Throwing of tinsels, confetti, glitter, fresh petals, rice and similar materials are not permitted in UCC under any circumstances.

The Hirer is liable for additional charges if there is a failure in complying with the cleaning regulations and standards of this contract.

7.11 Reception of Custody of HC Chattels

The Hirer shall make arrangements with the BM for the reception and custody of all articles and items supplied by HC and for the return thereof immediately upon the termination of the hiring period. Items missing, lost or damaged will be charged to the Hirer at the value of replacement at the time HC/UCC is notified of such missing, lost or damaged items.

7.12 Removal of Hirer's Chattels

The Hirer is to remove all items belonging to the Hirer and/or the Hirer's hired company, immediately after each performance and within the booked time. Any Hirer not complying with this requirement will be liable for additional charges as stipulated in Clause 2.9.1.

7.13 Temporary Fixtures and Decorations

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. No proscenium, scenery, fittings, decorations, posters, blu tac or like materials shall be fixed, hung or displayed in or upon the building without consent from HC/UCC.

Hirer shall at their own expense provide such protective apparatus and appliances to comply with any relevant statutory requirement or those of the HC insurers.

7.14 Floor Surface & Ground

The BM may issue directions for the protection of floors, which the Hirer must comply with.

- a) No substance is to be placed on any floor that may alter the surface
- b) Furniture and equipment must be carried and not dragged or the Hirer will be liable for re-surfacing costs.
- c) Chair and table trolleys are to be used at all times.
- d) Chewing gum is not permitted in any part of the facility.

7.15 Passageway

The Hirer shall not permit any person to stand or sit or obstruct any passageway within UCC. This may include the repositioning of pre-set seating. Overcrowding and spilling into public areas e.g. foyers and stairwells will not be tolerated. HC/UCC has the right to terminate hire if no attempt is made by the Hirer to rectify any of these Occupational Health & Safety concerns.

7.16 Storage

Permanent storage is not allowed in UCC unless otherwise agreed upon with HC/UCC.

7.17 Parking

All vehicles are to park at designated parking areas only. No vehicles are to obstruct access to the venue or any facilities that require access and all parking must comply with parking sign requirements. An event management plan is required to be submitted for events using the Main Auditorium where licensed Traffic Control attendant/s are engaged.

7.18 Driveway

Driving up the pavement/walkways is not permitted unless special approval is granted by HC/UCC.

7.19 Grass

No vehicles are allowed on any grassy areas in UCC. No objects are allowed to be pierce into the grass, and the Hirer is liable for any damage done on the grass during the course of hire.

7.20 Children

All children attending the event held in UCC are the responsibility of the Hirer / parent(s) / guardian(s) and/or appointed careers and must be supervised for the duration of the booking.

7.21 Animals

Animals are not permitted in UCC. This Condition does not apply to guide dogs under the control of visually impaired persons and official animals, e.g. police dogs.

7.22 Games of Chance/Gambling

No games of chance where money or prizes are exchanged or passed on either directly or indirectly, shall take place within UCC. Special approval may be granted in some circumstances where an approved fundraising event is to occur. Details of these events are to be provided.

7.23 Good Order

The Hirer is responsible for the full observance of public decency whilst at UCC. The Hirer should not allow any activity or lewd behavior that could offend standards of public decency. The Hirer must observe any directions or instructions given by the BM. No spitting, obscene or insulting language or disorderly behavior shall be permitted in any part of UCC and the BM has the right to refuse admission to any person/s or to remove from UCC, any person/s doing such things as are prohibited by this clause.

7.24 Noise

Hirer is responsible for ensuring that their event held within UCC does not unduly impact on adjoining residents' privacy with excessive noise. In the case of an event held outside the building where sound amplification systems are used, the Hirer shall ensure that any loud speakers will be placed in a position that directs the sound away from nearby residential properties. The sound level shall be kept below the Environmental Protection Agency's recommended restriction for the particular time of day or night and in accordance with Local Laws. Any complaints or fines will be the Hirer's responsibility.

Failure to comply with any official request to reduce noise will result in immediate termination of the hire. In accordance with the Terms & Conditions of Hire, all functions must conclude by 11.00 pm or time stated in the booking confirmation. It is the responsibility of the Hirer to ensure that guests leaving the venue do so in an orderly manner without causing nuisance or annoyance to other community members.

7.25 Smoking

Smoking is not permitted within the confines of the building. A smoking area is allocated at the back of the building near the western car park.

8. Risk Management

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

- Workplace Health and Safety
- Fire prevention
- 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

8.1 Power Failure

In the event of a power failure due to industrial dispute or any event beyond the control of HC/UCC, then HC/UCC shall not be responsible for the provision of any auxiliary power supply and any form of compensation to the Hirer

8.2 Damages

8.2.1 To the Venue

The Hirer shall be held financially responsible for and be required to make good on any loss or damage to the facility, the surrounding property, furniture, appliances or apparatus of HC/UCC occurring during the course of hire. Any breakages, loss or damage to HC/UCC's equipment or facilities will be charged to the Hirer responsible for the event. Damage shall be deemed to include articles chipped or cracked.

8.2.2 To the Hirer

HC/UCC will take all necessary care, but will not accept responsibility for damage or loss of any property placed in UCC by the Hirer before, during and after their event.

8.2.3 Due to Power Failure

HC/UCC will not accept responsibility for any property placed in UCC by the Hirer that is damage through power failures, power surges or any other like event.

8.2.4 Due to Force Majeure

If HC/UCC is unable to provide the venue or any other arrangements for the event, or to otherwise perform the terms of this agreement, and the failure is due to circumstances beyond its "decision of control", HC/UCC and its staff and contractors, are not responsible for any costs, damages or expenses that the Hirer may suffer or incur.

8.3 Lost Property

Neither HC/UCC, nor its staff and contractors, shall be liable for any loss or damage sustained by the Hirer or any persons, firms or corporations entrusting to or supplying any article or thing to the Hirer by reasons of such articles or things being lost damaged or stolen. The Hirer hereby indemnifies HC/UCC against any claim by such person, firm or corporation in respect of such article or thing.

HC/UCC endeavors to return all lost property to its owners. All articles found in any part of the facility shall be retained for one month and/or until property is claimed and/or restored to the owner on production of satisfactory proof of ownership, after which, such property will be donated to charity. Patrons are to take all lost property, and refer anyone with a lost item to the BM.

8.4 Accident, Incident and Injury

All accidents, incidents and injuries that result in a person being taken to hospital must be reported to the BM and/or the representative immediately.

The Hirer is required to:

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

For safety reasons children are not permitted in the kitchen, sheds and power station. The Hirer shall be responsible for any cost of damage, loss or injury sustained by any person or persons using the venue during the course of hire, notwithstanding that it may arise from or by reason of any defect in the furniture, fittings or other accessories of any kind whatsoever or otherwise.

8.5 Queensland Building Fire Safety Regulation 2008

All persons hiring any part of UCC 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 in the venue is not to exceed the approved maximum number. The number of persons permitted in the venue is provided at the time of booking
- Where fire extinguishers and or fire hose reels are installed at the facility, access must remain clear and free from any obstruction. Deliberate misuse of any fire service equipment will result in the forfeit of the bond and may attract a penalty.

9. HC's Indemnity

The Hirer indemnifies HC/UCC and its staff, agents and contractors and relevant owners of any property and equipment against all costs, losses, damage or injury from any cause to the property or person caused or contributed whilst the Hirer uses the venue and equipment.

HC/UCC agrees that the Hirer's liability to indemnify HC/UCC shall be reduced proportionally to the extent that any act or omission of HC and its staff, agents and contractors and relevant owners of any property and equipment may have contributed to the loss, damage, expense, liability, actions, demands, proceedings or claims.

10. Disputes on Terms & Conditions of Hire

In the event of any dispute or difference arising as to the interpretation of the Terms & Conditions of Hire or as to any matter or thing therein contained or as to the meaning of any of the clauses, the decision of HC/UCC thereof shall be final and conclusive.

11. Acceptance

Event of any kind shall be subject to the Terms & Conditions of Hire, which shall be taken to have read and understood by the Hirer upon the signing of the document.

Please sign and return this form to confirm your acceptance and acknowledgement of the terms and conditions contained herein. In completion of the form, you hereby agree:

- That you have read, understood and agree to abide by this Agreement and the documents it incorporates by reference;
- You intend to form a legally binding contract and a printout of the Agreement and the documents it incorporates by reference will constitute "a writing" under any applicable law or regulation.

I have read and understood the outlined terms and conditions, I agree that the function will be conducted in an orderly and lawful manner and in doing so would like to confirm my booking:

Name: _____

Signature: _____

Date: _____

Hope Church and Unidus Community Center is committed to the privacy of your personal information such as your name, address, gender etc. supplied by you in your interaction with HC/UCC in accordance with the *Privacy Act 1988 (Cth)*.