



Jubilee Community Exhibition Space

TERMS AND CONDITIONS OF HIRE

July 2017



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Mackay Regional Council (MRC) grants the hire of facilities subject to the following conditions:

1. APPLICATION

The right to use the facility for local artists, art collectives and community groups through the Jubilee Community Exhibition Space is subject to MRC receiving an application in the required form by the proposed hirer.

2. FACILITY HIRE FEES

MRC recognises it has a community service obligation to the residents of the region to provide access to meeting room facilities and exhibition space. As such the hire fee for the use of the meeting room facilities and exhibition space within the Jubilee Community Centre will be kept to a minimum. Please refer to Council's fees and charges for current rates.

MRC will not accept permanent bookings by way of lease or licence for the venue. Only regular or casual bookings are available to ensure that the venue is available to the wider community.

These 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, to allow other groups or significant 'one off' events access to the venue. As much notice will be given as possible, should cancellation be required.

For more information on Mackay Regional Council's Fees & Charges, applicants can visit MRC website (Fees and Charges Commercial) or directly discuss this with the Senior Coordinator Community Programs.

3. EXHIBITION SPACE ACCESS CARDS

For all after hours bookings the hirers must collect access cards from the Jubilee Community Centre during business hours on the day of hire.

Access Cards must be returned to the secure box at the conclusion of the hire period or to Jubilee Community Centre Administration staff.

Access cards are NOT available to regular hirers on a permanent basis.

- Access cards are NOT permitted to be copied.
- Access cards are NOT permitted to be passed onto other hirers/users of the facility.
- Any swipe card that is lost is to be reported immediately to Senior Coordinator Community Programs or representative.

4. CANCELLATION OF BOOKING

Cancellations made earlier than and up to four weeks prior to the booking date will receive a full refund of the exhibition fee. Cancellations between four to two weeks prior to the booking date will receive a partial refund of 50% of the exhibition fee. Any cancellations being made within 14 days of the booking date will not receive a refund of the exhibition fee.

5. REFUSAL TO GRANT HIRE

The Jubilee Community Exhibition Space is not available for weddings/parties/events. MRC reserves the right to refuse hire of the centre or any portion thereof without explanation. The hirer hereby agrees in such case to accept the same and shall be held to have consented to such and to have no claim at law or in equity for any loss or damage in consequence thereof.

6. USE OF FACILITY

Hirers that are granted permission to use the facilities shall not assign the right of use to any other person, organisation or body.

The centre shall not be used for any illegal or immoral purpose. All animals, except bona fide assistance dogs, are prohibited from entering the centre.

A representative or agent from MRC shall at all times have the right to access the centre for the purpose of ensuring compliance with conditions of hire.

Hire of the facility shall not commence prior to the prearranged booking time. All evening functions shall vacate the facility by 10pm.

The venue is fitted with security cameras throughout which are in operation 24 hours a day.

7. INSURANCE

Council has in place a Casual Hirers Liability cover that provides cover for a casual hirer of a Council facility and in doing so provides Council with protection in the event of personal injury of property damage occurring on Council premises.

For the purpose of the cover, a casual hirer is defined as an individual or group that

- Is non-commercial
- Is not incorporated
- Is not involved in sports such as gymnastics, boxing, martial arts and
- Hires a council facility no more than 10 times per year.

NOTE: Casual hirers (less than 10 consecutive bookings) may not require their own public liability Insurances. Some bookings may qualify under a Casual Hirers liability blanket cover provided by MRC's insurer. To determine eligibility, the Senior Coordinator Community Programs or their representative must refer to the **Insurance Requirement for Hire of Council Facilities Guideline**. If the applicant does qualify under the public liability blanket cover, they **must** agree to pay the policy excess in the event of a claim being made against them.

No cover is provided for Incorporated Bodies, Sporting Clubs or Associations of any kind and therefore they shall take out and keep current, during the period of hire, a

Public liability insurance policy in a form approved by the MRC - insuring for a sum of not less than **twenty (20)** million dollars.

Public liability cover is required in the following instances:

A commercial business
Incorporated bodies
Associations of any kind
Is involved in sports such as gymnastics, boxing, martial arts

Public Liability coverage will cover compensation whereby a member shall become legally liable in respect of:

- (i) Person Injury
- (ii) Damage to Property

Proof of this policy must be by way of a Certificate of Currency, which must be annexed to this application, and form part of the agreement.

8. INDEMNITY

Upon submission of the application form the hirer agrees to indemnify, and keep indemnified, and to hold harmless MRC, its servants and agents, and each of them from and against all actions, costs, charges, expenses and damages whatsoever which may be brought, or made, or claimed against them, or any of them, arising out of, or in relation to the hiring engagement.

ACTS AND REGULATIONS

The hirer shall conform to the requirements of the Community Facilities Hire Policy, Health Act, Local Government Act, Fire & Rescue Service Act 1990, Building Fire Safety Regulations 2008, Liquor Act 1992, Work Health and Safety Act 2011 and any Local Law or Regulation made thereunder, and shall be liable for any breach of such Acts, Local Law or Regulation. All other statutory rules, provisions and regulations of the Commonwealth of Australia or State of Queensland for the time being in force must be complied with by the user and the notices given to the proper officers.

The hirer shall comply in every respect with legislation, Codes or Australian Standards with regard to public buildings for the prevention of overcrowding and obstruction of gangways, passages, corridors, or of any part of the building. Any person causing an offence against such regulations shall be removed from the building.

9. FIRE SAFETY REGULATIONS/EVACUATION PLAN

The hirer is responsible for the safety of persons attending their meeting / activity and implementation of the below procedure. The *Building Fire Safety Regulations 2008* must be enforced. The hirer is responsible for/but not limited to, the following:

- Must read and abide by the Emergency Evacuation Plan located on the wall within the hired space.
- Knowledge of the location of all fire exits in the facility and be capable of directing guests to these fire exits as required;
- Knowledge of the location of prescribed fire safety installations/equipment provided in the facility; (instructions for use are detailed on all fire extinguishers)

The hirer shall ensure occupants of the building can exit directly into open space or another place of safety; (N.B. Fire safety exits must be left unimpeded at all times, do not park vehicles or leave boxes or other items outside the fire exit door). Ensure doors to an evacuation route are not locked and can be opened.

- Ensure you are fully aware of any mobility restrictions and other characteristics of the persons attending and that the number of persons in the building at any one time does not present an unreasonable risk to the safety of any person in the facility.
- Ensure you are aware of and suitably manage the flammability of any item, utensil or piece of equipment introduced into the facility by the hirer.
- Ensure that you undertake the following in relation to evacuation procedures for the facility:
 - Inform guests of the evacuation plan located on the wall;
 - If required, alerting & communicating with all persons in the facility as to any fire/emergency and sound an alarm (verbal) to evacuate. Contact **Fire Services on "000"** immediately;
 - Direct the evacuation of all persons from the building including persons with special needs to a designated outdoor assembly area;
 - Check whether all persons have been evacuated from the facility and the number/identity of any persons not accounted for;
 - Meet the fire officers attending the facility in response to the fire/emergency.

Emergency Contact Numbers:

000 - Emergency Services (Police/Fire/Ambulance)

1300 622 529 - Mackay Regional Council (24/7)

Please discuss all of the above with the Senior Coordinator Community Programs or their representative prior to the event/hire.

10. SAFETY & RESPONSIBILITY

- All emergency services representatives and relevant MRC employees, with identification have the right to access any or all parts of the venue at any time.
- The submission of the venue booking form 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 & practice general safety, so as not to cause injury/damage to guests, attendees or workers.
- 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 identify them to participants.
- It is the responsibility of the hirer to provide adequate first aid requirements relative to the activity being undertaken. (a first aid kit will be located within a central location)
- The use of any flammable material or naked flames is prohibited within the facility. (e.g. sparklers, candles, incense, insect burners/coils, helium balloons)
- MRC encourages hirers to use plastic tableware, bottles & aluminium cans to minimise the risk of broken glass.

Please discuss all of the above with the Senior Coordinator Community Programs or their representative prior to the hire.

11. FACILITY CAPACITY

MRC facilities are designed to accommodate a limited amount of people. For example: in its size, amenities, equipment and Fire Safety Regulations.

Therefore, the capacity of the facility **MUST NOT** be exceeded. The number of people attending the venue must be disclosed (refer to application form).

12. PERMISSION TO OCCUPY / PROHIBITED AREAS

The hirer shall only be entitled to the use of the **particular part or parts of the building** hired on the date set out in the application form and the MRC reserves the right to permit any other portion of the building to be hired for any other purpose at the same time.

The right conferred on the hirer shall be a permission to occupy and shall not be construed as a tenancy. Nothing contained in these conditions shall confer on a regular hirer the right to exclusive possession and the MRC may at its discretion allow other individuals and groups to have casual use of the premises.

The hirer shall not sub-let the facility or transfer the hiring to another.

Areas locked or not available for hire are classified as prohibited areas and are not to be entered or used in any way by the hirer or the hirer's guests. Areas that have been designated as prohibited will be advised by the Senior Coordinator Community Programs or their representative prior to any application.

13. AUTHORISATION

Hirers must be of legal adult age to submit the "Application for Jubilee Community Exhibition Space" form. The person completing the application form and whose name appears on the same is subject to these terms and conditions.

If there is any doubt as to the age of the hirer, identification will need to be provided. MRC reserves the right to refuse hire of any facility where age verification cannot be established.

14. CLEANLINESS

The hirer is responsible for leaving the premises in a clean and tidy state, (including returning all furniture to its original position) and shall immediately remove all rubbish, refuse and waste matter. Any cost incurred by MRC in cleaning the premises resulting from the condition in which the hirer left the premises shall be recoverable from the hirer.

The hirer must clean and vacate the facility by 10.00pm.

15. DECORATIONS / SIGNAGE

All catering appliances or fittings shall be removed by the hirer at the end of an opening event or launch.

No decorations, electric lighting, naked lights/flames, sparklers of any kind or articles of similar nature shall be brought into the building.

NO CONFETTI or the throwing of rice is allowed in or around the facility.

NO HELIUM BALLOONS are allowed (due to high fire risk).

NO BLUE/YELLOW TACK is to be used in any Community facility.

No notice, sign, advertisement, fittings or decorations of any kind shall be erected on the building or attached or affixed to the walls, doors or any other portion of the

building, fittings or furniture, without prior consent of the Senior Coordinator Community Programs or their representative.

16. ELECTRICAL EQUIPMENT

All electrical equipment brought in for use at this facility must be in good condition and must be inspected and tested every 12 months, with a tag attached showing the equipment test date and the next scheduled test date.

Power outlets are 10amp and appliances/or combination of appliances must not exceed the rating of the outlet.

Double adaptors, piggy back plugs and heating appliances are not to be used.

17. RESOURCES

The use of data projectors or additional tables and chairs must be discussed with the Senior Coordinator Community Programs or their representative prior to any application. Additional tables and chairs are to be arranged in a manner to not obstruct access or impede usage of fittings, walls, doors, extinguishers etc.

Any type of furniture or equipment should be moved by carrying and **NOT** by dragging. Where provided please use trolleys.

18. SECURITY

Hirers will be shown the access card system and allowed to familiarise themselves with the system prior to their booking.

Hirers are required to check that all doors are locked and secure prior to vacating the premises. Any damage/theft which occurs due to the mentioned checks not being undertaken may result in associated costs being invoiced to the hirer.

The hirer must ensure that the facility is empty prior to exiting at the conclusion of the booking.

19. THEFT

Neither the MRC nor its servants shall be liable for any loss or damage sustained by the hirer or any person, firm or corporation entrusting to or supplying any article or thing to the hirer by reason of any such article or thing being lost, damaged or stolen. The hirer hereby indemnifies the MRC against any claim by any such person, firm or corporation in respect of such article or thing.

20. DAMAGES

Reporting of Maintenance / Breakdown Issues:

If a building fault occurs during business hours e.g. water, sewerage or electricity; contact the Jubilee Community Centre reception on **4961 9434 or afterhours on 1300 622 529**). If any repairs or maintenance issues occur, you can inform reception on the return of the access card.

21. **DISPUTES**

In the event of any dispute or difference arising during the hire period, or as to the interpretation of these terms and conditions, or of any matter or thing contained therein the decision of MRC or its representative thereon shall be final and conclusive.

Disputes must be received in writing to MRC within 7 days of the hire / booking.

22. **ALL ABILITIES ACCESS**

Accessible toilets are available.

23. **HIRE PERIOD**

The hire period should include sufficient time to allow set up and cleaning before and after the event. This is to ensure that next hirer gains access to the venue at the booked time.

All events must be finalised within the hire period and rooms vacated by the nominated end time or by 10pm.

24. **CHILD PROTECTION REQUIREMENTS**

Hirers whose meetings 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.

25. **ALCOHOL AND CATERING**

The hirer must comply with legislation defined by the State Governments Liquor Licensing division. Please discuss your needs with the Senior Coordinator Community Programs.

26. **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.