

Tugun Progress Association Inc. Hall Hire Agreement



Please use block letters and complete all details in full.

For hire of the Tugun Progress Association Hall at 433 Golden Four Drive, Tugun Qld 4224 complete the form below and email to tugunprogressassociation@gmail.com. The hall manager will be in contact to progress the booking. Some events such as expos, concerts and private functions may require onsite inspections with the hall manager.

This document does not form an *Agreement to Hire* until signed by an authorised officer of the Tugun Progress Association Inc (TPA).

PRIVACY STATEMENT

The TPA is collecting your personal information in order to provide the services requested, perform associated functions and services and maintain customer information. Your information is handled in accordance with the Information Privacy Act (Qld) 2009. Unless authorised or required by law, we will not provide your personal information to any other person or agency.

1. CONTACT DETAILS

Organisation/Applicant name

Address for correspondence

Email

Telephone

Mobile

Driver's license number

Copy of driver's license attached Yes No

Type of organisation (Please select one only)

Commercial hire ABN/ACN number:

Private hire

Local, State or Federal Government

Not for profit organisation

Religious services

2. BOOKING DETAILS

Number of attendees:

Do you require:

Chairs Tables Use of kitchen

Amplifier/sound system Projector

Lectern Other:

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- Activity type:
- | | |
|---|---|
| <input type="checkbox"/> Meeting | <input type="checkbox"/> Private function |
| <input type="checkbox"/> Arts/drama/dance | <input type="checkbox"/> Playgroup |
| <input type="checkbox"/> Youth program | <input type="checkbox"/> Physical activity |
| <input type="checkbox"/> Training/education | <input type="checkbox"/> Social services |
| <input type="checkbox"/> Health and wellbeing | <input type="checkbox"/> Religious services |
| <input type="checkbox"/> Event/expo/concert | <input type="checkbox"/> Other |

Please describe your activity

Important: As a condition of hire you may be required to engage private security and provide evidence of such to the hall manager.

I agree that the TPA hall will be used for the purpose as stated above and for no other purpose:

Yes No

3. INSURANCE

If your activity involves a fee for service (e.g. dance class, workshop), it is a commercial activity and evidence of a public liability insurance policy with a minimum of \$10 million limit of liability is required to be provided to the hall manager for the booking to be progressed.

Important: Commercial activities are **not** covered by the TPA's Public Liability Insurance Policy and you will need your own insurance to cover your members, clients or guests.

A copy of your insurance certificate of currency is **attached**: Yes No

Insurance provider

Limit of liability

Policy number

Expiry date

4. SINGLE BOOKING DETAILS (for one-off booking only)

Please include enough time for set-up and pack-down. The minimum hire time is one hour.

Day and date of booking

Day and date of booking

Arrival time (including set-up)

Departure time (including time to pack-down)

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5. REGULAR BOOKING DETAILS

Nominated booking times must be adhered to.

A new form is to be completed each calendar year. Please retain a copy of this completed form for your records. Any changes must be advised in writing. Cancellation policy as per the *Terms and Conditions of Hire* applies.

Weekly use Monthly use Yearly use

Are bookings required in school holidays? Yes No

Are bookings required on public holidays? Yes No

First booking date

Last booking date

Day of week	Start time	Finish time	Attendance Numbers

Changes to bookings: Under special circumstances the TPA reserves the right to cancel/re-schedule.

6. HIRE FEES AND BOND

Hire fee per booking

\$

Security bond

\$

Key bond

\$

Refund of bond:

Please refund my bond to the bank account details below: Yes No

Bank

Account name

BSB

Account number

Payment is due business days prior to access to the hall. You may pay by electronic transfer, or :

Rent payments:

Bank: Bendigo Bank Limited Tugun
Account Name: Tugun Progress Association Inc
BSB: 633-000 **Account No:** 120 445 259

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Bond payments **Bank:** Bendigo Bank Limited Tugun
Account Name: Tugun Progress Association Inc
BSB: 633-000 **Account No:** 136 490 562

Please note that cash will no longer be accepted as payment.

Special conditions:

7. SIGNATURE OF APPLICANT

Having read and understood the terms and conditions of hire for the Tugun Progress Association Inc Hall, I do hereby accept and will abide by the terms and conditions contained therein.

I confirm that I will promptly pay the Tugun Progress Association Inc all monies owed in hiring the hall as per this agreement.

Signature _____

Please print name _____

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Terms & Conditions of Hire

1. About the organisation

The Tugun Progress Association Inc (TPA) is a community-based, not-for-profit organisation whose aim is to be an advocate for the community of Tugun. The hall is the only community-owned hall on the Gold Coast.

2. Adult hirer

The hirer shall be a responsible adult person and will provide proof of age and identity.

3. Advertising and signage

No advertising or signage is permitted upon or in any part of the hall or approaches, except on the notice boards provided, unless specifically agreed and documented in the hall hire agreement under "Special conditions". The hirer is responsible for any permit or licence and fees required by authorities for advertising and signage.

4. Animals

Animals are not permitted in the hall unless written approval has been received from the hall manager. Exceptions that do not require any approval include guide dogs, carer animals and official animals, e.g. police dogs.

5. Authority to direct

The hirer agrees to comply with any requests or direction given by the TPA.

6. Bonds

- a) The TPA reserves the right to hold bonds until the terms and conditions of hire are met and that any costs to repair/replace items damaged as a result of the activities related to the event staged are received. All repairs/replacements are to be done by the TPA.
- b) The TPA reserves the right to hold the bond until additional hire charges for extended use times (beyond original booked hours) are received. Additionally, the bond will be held until all agreements to make payments for cleaners or other associated costs are met.

Bonds will be reimbursed in full within 10 working days of the completed booking, subject to all terms and conditions of hire being met.

7. Bookings

Bookings for the hall are processed by the hall manager (or delegate), Monday to Friday. All hall bookings are to be made by completing a Hall Hire Agreement form, with full disclosure of the nature and purpose of the booking.

Booking times must be strictly adhered to. All music and noise-making activities are to cease by 11.00pm and the hall to be cleaned and vacated. Additional costs incurred for extended use outside the booked times will be applied to the hire fee.

One-off bookings will not be considered until the hirer signs and returns the Hall Hire Agreement form. Confirmation of the booking occurs when full payment of hire fees and any

additional charges are received (including bond payments that must be paid prior to the event).

For all events and private functions, a site inspection with the hall manager must be completed prior to booking confirmation.

8. Cancellation

Refunds are subject to the following conditions:

- a) Notifications to cancel bookings are to be made in writing.
- b) Refunds will be processed in the same format that payment was made (i.e. electronic bank transfer, credit card or cheque).
- c) Where the TPA is unable to provide the hall due to an unforeseen reason, the TPA will provide a full refund of the hire if an alternative date cannot be provided or agreed upon.

The TPA Inc reserves the right to nullify this agreement at any time without recourse and without notice.

9. 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 Licence under the *Food Act 2006*. Both licensable and non-licensable food businesses (including non-for-profit activities) must comply with food safety requirements under the *Food Act 2006* and the Food Safety Standards.

For further information or advice regarding licensing requirements and food safety matters please contact Gold Coast City Council's Environmental Health Compliance Group on (07) 5581 6220. Information can also be found online at: www.lgtoolbox.qld.gov.au/GoldCoastCC/EH/FoodBusinessFixed/

The hirer shall not bring or permit any additional cooking appliances for use in the hall kitchen unless written approval has been received from the hall manager. The TPA's preference is for plastic cups or aluminium cans to be used at the hall and not glass.

10. Changes to terms and conditions

These terms and conditions of hire may be updated from time to time. The hirer shall be responsible for adhering to and be bound by the most up-to-date terms and conditions.

11. Children and young people at venues

All children (0-11 years old) and young people (12 – 17 years old) attending the hall are the responsibility of the hirer/parent(s)/guardian(s) and/or appointed carers and must be supervised for the duration of the booking. Where the hall is hired for the purpose of conducting an activity specifically for children, the hirer must provide a ratio of adults to children that is in line with the current minimum staffing requirements for Early Childhood in the National Quality Framework. Current information can be found on their website: <http://acecqa.gov.au/national-quality-framework/educator-to-child-ratios>.

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Where the hall is hired for the purpose of conducting an activity involving young people, the hirer must always ensure adequate supervision of the young people within the hall. At a minimum, the hirer or their representative must always be present with line of sight to all young people involved in the activity.

12. Cleaning

Hirers are required to leave the hall in a clean state at the conclusion of their booking:

- a) All garbage is to be bagged and placed in the appropriate bin containers.
- b) All equipment is to be returned to designated areas.
- c) Tables and chairs are to be cleaned and stored as found. Where applicable, tables and chairs are to be packed away.
- d) The hall is to be left presentable for the following hirer, including the mopping of any spillages.
- e) Events must incorporate cleaning requirements within the booked times.
- f) Failure to comply with cleaning standards will result in additional costs to the hirer.

13. Closure procedures

Unless specifically advised otherwise at the conclusion of hire, the hirer must ensure:

- a) All taps are turned to off position.
- b) All lights (including those in toilets and kitchens), urns, fans and air conditioning are turned off; and
- c) Ensure all doors and windows are closed properly and locked.

14. Conditions of hire document

The 'Terms and conditions of hire' is a legal document which is provided to the nominated hirer of the TPA Hall prior to the booking date. The TPA reserves the right of refusal to hire the hall and has the power to revoke booking agreements at any time.

15. Copyright

The hirer must 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 the hall.

- a) 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. Details available at: http://www.austlii.edu.au/au/legis/cth/consol_act/cfa_cga1995489/.
- b) One-off event and specialist licenses for dance schools and fitness classes are required to be held if broadcasting recorded or performing live music within the hall. Live Music Performance Licenses can be obtained from: Australasian Performing Right Association (APRA) www.apra-amcos.com.au | Tel 07 3257 1007 | qlid@apra.com.au.
- c) Recorded music broadcast is covered by the Phonographic Performance Company of Australasia (PPCA) | www.pcca.com.au | Tel 02 8569 1100 | Ppca.mail@pcca.com.au.

The hirer, by accepting and signing these terms and conditions of hire indemnifies the TPA against any action taken against the TPA as a result of any such breach.

16. Disputes

In the event of any dispute or difference arising as to the interpretation of the hire agreement or as to any matter or thing contained therein or as to the meaning of any of the terms and conditions, the decision of the TPA management committee shall be final and conclusive.

17. Emergencies

The hirer shall acquaint themselves with the location of the emergency exits and fire-fighting equipment, and in the event of a fire or other emergency, shall attend to the safety of patrons, promptly summon the necessary authorities and take all reasonable steps to contain any fire or emergency. The hirer is responsible for inducting their group in emergency procedures, including evacuation procedures and the location of emergency exits.

18. First aid, accident, injury or incident

First aid services are not provided by the TPA to hirers or their guests. Hirers must consider provision of first aid services to their guests. Any accidents, injuries and incidents must be reported to the hall manager within 24 hours of the event occurring. Any accident, injury and incident that results in a person being taken to hospital must be reported immediately to the hall manager.

The hirer is required to ensure all spillages on floors are mopped and cleaned to prevent any slippages or potential incidents and to familiarise themselves with any safety requirements or instructions and to 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. It is the responsibility of the hirer to arrange public liability insurance for the duration of the hire. All persons attending the hall for the event/ activity are the responsibility of the hirer.

19. Floor surfaces

- 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.

20. Hirer as custodian

The hirer shall always be present for the period the hall is hired and shall be responsible for the conduct, safety and well-being of all persons on the premises during the period of hire. During this time, the hirer shall immediately stop and prevent any activity that is risky or dangerous, or anti-social or illegal, and shall terminate all activity if directed to do so by the police, an officer of the TPA or other authority.

21. Indemnity

The hirer agrees that:

The use and occupation of the hall is at the risk of the hirer and the hirer releases the TPA, its officers, servants, agents and contractors from all actions, claims and demands of every kind resulting from:

- a) any accident, loss damage or injury to any person or property occurring at the hall while occupied or used

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by the hirer or by any servant or agent of the hirer; except where the actions, claim or demand is a result of the negligence or omissions of the TPA, its employees, contractors or agents;

- b) any loss or damage suffered by any person or persons arising out of the exercise by the TPA and its officer(s), servants or agents of any right or discretion pursuant to these terms and conditions of hire; except where the actions, claim or demand is a result of the negligence or omissions of the TPA, its employees, contractors or agents; and
- c) any accident, loss, damage or injury to any person or property arising out of the use of the equipment provided by the TPA pursuant to these terms and conditions of hire, except where the action, claim or demand is a result of the negligence or omissions of the TPA, its employees, contractors or agents.
- d) the hirer will indemnify the TPA from and against all actions, claims and demands of every kind which the TPA or its officer(s), servants, agents and contractors shall or may be liable for in respect of 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. Any rights and powers of the TPA under any of the provisions of the Hall Hire Agreement form shall not be deemed to impose upon the TPA any responsibility for the selection of the work or works proposed to be performed or being performed on the hall at any time.

22. Key

The hirer is responsible for ensuring that they obtain and return the hall key from/to the TPA's hall manager or TPA officer during office hours or at another mutually-agreed reasonable time. A key bond of \$50 is held for each hall key. The bond is forfeited for each lost or non-returned key.

23. Lawful use

The hirer shall ensure the premises are used in a proper, orderly and lawful manner. The hirer shall indemnify the TPA against any action taken as a result of unlawful or unlicensed use, including but not limited to breaches of copyright, illegal gambling, unlicensed serving of alcohol, food or other commodities.

24. Neighbours

The hirer shall ensure that all reasonable measures are taken to ensure residents of neighbouring properties are not disturbed by excessive noise or activities.

25. Parking

The parking of vehicles anywhere on the premises or its grounds is done entirely at the vehicle owner's risk and the TPA will not be held liable for any damage, loss or theft howsoever arising from the use of these areas.

26. Passageways

The hirer will not permit passageways in the hall to be obstructed by any person or thing at any time.

27. Public liability insurance

The hirer is responsible for their own public liability insurance during the hire period.

28. Security

Where the hall manager determines that the activity proposed poses a potential risk to the hall or persons on a social amenity issue, a charge for the provision of a security guard may be imposed on the hirer. Only licensed guards will be allowed on site.

29. Smoking, naked flames and explosives

The TPA's hall is a designated non-smoking area. As such, smoking is not permitted within the confines of the hall and externally within four metres of entrances.

No fires, candles, incense, lanterns or other burning objects are to be placed in or around the hall and hirers shall not bring nor allow any explosives or flammable liquids of any kind to be brought into or used in the hall.

30. Setting up and packing down

The hirer is responsible for all setting up, packing and return of equipment to storage after the event. Appropriate time allocation for set up and pack down must be allowed for in your booking times irrespective of who is arranged to do the work. The hirer is responsible for the cleaning and tidying of the hall and immediate surrounds, including removal of all bottles, packaging and food waste and to return the hall to the state in which hired, by the end of the hire period. Tables and chairs are to be stacked on trolleys and returned to their proper place.

A commercial fee will be charged for any tidying or cleaning that is required. This charge will be deducted from the security bond.

Any equipment and property left or stored in the hall is entirely at the owner's risk and the TPA will not be liable for any damage, loss or theft arising from such storage.

31. Sub-letting

Sub-letting of the hall is prohibited and will not be approved under any circumstances.

32. Temporary fixtures and decoration

The floors, walls or any other parts of the hall must not be broken or pierced by nails, screws or other gadgets, nor by any writing, printing, painting or other decorations made on the walls. No proscenium, scenery, fittings, decorations, posters, are to be fixed, hung or displayed in or upon the building without the previous consent of the hall manager.

33. Unruly behaviour

It is the hirer's responsibility to have removed, by all reasonable means, any unruly or uninvited guests, including by summoning the police if necessary.

34. COVID-19

Hirers are to disinfect any/all hall facilities used before exiting the building. A sanitising station will be provided for this purpose.

Hirers agree to the *CONDITIONS FOR HALL HIRE DURING COVID-19* infographic and will abide by the obligations contained therein.