



# TERMS AND CONDITIONS

## Registration & Administration Set Up Fee

Including account registration and swipe card if required - \$25  
Replacement or Additional Swipe Cards - \$15.00

**It is the responsibility of the venue hirer to manage use of their own swipe card. Community will not be responsible to open a venue if a hirer forgets or loses their swipe card or if they are not available to open it themselves.**

## Ezidebit Fees

I/We authorise Ezidebit Pty Ltd ACN 096 902 813 (User ID No 165969, 303909, 301203, 234040, 234072, 428198) to debit my/our nominated account identified above through the Bulk Electronic System (BECS) in accordance with the Debit Arrangement stated above by, and as per the Ezidebit Direct Debit Agreement Terms & Conditions. Administration Fee of (once only) \$3.30, Bank Account Transaction Fee \$1.25, Credit card transaction Fee VISA/Mastercard 2.20% (Min \$1.25). Optional SMS payment reminder is paid by Community Queensland Limited.

## Cancellations and Amendment Fees

Cancellations seven (7) working days prior to commencement of hire will attract a **cancellation fee - \$25.00**.

Cancellations less than (7) working days will attract a cancellation fee - **equal to the cost of the Venue Hire**.

Any Amendment to a bookings will incur an **amendment Fee - \$25.00**.

**If you make an error creating your booking, notify the office immediately in writing within 24 hours to avoid the fees.**

**Any bookings incorrectly input are subject to full payment of fees.**

## Late booking Fee

Online system bookings are allowed up to 48 hours in advance. Any request by a hirer to create a booking under 48 hours **will incur a \$25 fee**. Hirers are required to pay for the full amount of the hire including the late fee prior to the booking and also collect a swipe card from the office.

## Out of Office Call Out Fee

If a hirer calls for assistance out of hours and the purpose of the call is found to be the fault of the hirer, (ie did not read entry instructions, trying to enter a hall outside of booking time, trying to enter the wrong hall, or at the wrong time or on the wrong day, did not get the swipe card updated prior to the booking etc) **a fee of \$25** per phone call may apply. Please note any genuine emergencies will be attended to as promptly as possible with no fee.

**Community has the right to cancel a Venue Hire if it deems the activity to be inappropriate, or the purpose of the Hire not to be that which has been agreed on or for the good of the community.**

## Interpretation

In these terms and conditions:

"Community" means Community Qld Incorporated.

"Hirer" means the person whose name is registered.

"Property" means the property on which the Venue is situated.

"Venue" means the venue specified in the Venue Booking Sheet completed by the Hirer.

## General obligations

When hiring any Venue, the Hirer is responsible to ensure:

- An adult must supervise children at all times.
- All in attendance behave in an orderly manner
- All equipment belonging to Community is to be left in good condition at the Venue
- Your event does not impact on the local community or surrounds (i.e.) loud noise, large crowds
- You must have **any** electrical equipment that you bring to the hall tagged by an approved electrician every 12 months.
- All doors and windows must be locked on vacation of the Venue
- All lights, fans and/or Breeze Air conditioners must be turned off.
- All crockery used must be washed and any other equipment must be returned to the place it was found at the start of the hiring period

- Loud speakers, televisions & / or music must be used in accordance with both State and Local government noise regulations.
- The Hirer must keep a record of persons attending and will be responsible to ensure their evacuation in the case of fire or if the Venue must be evacuated for any other reason.
- Any additional furniture or equipment brought to a Venue must first be approved by Communityfy
- All marketing material (posters, flyers etc) are to be exclusively posted on the allocated notice boards only.

### Parking/Vehicle Access

Communityfy is under no obligation to provide parking. If the Hirer requires special provisions for persons with a disability, Communityfy staff must be notified. If the Hirer wants to bring buses onto the property details must be supplied in advance to enable Communityfy staff sufficient time to make arrangements, if possible. Nothing in this clause is meant to imply that any such arrangements may be possible.

### Occupational Health and Safety

Everyone on Communityfy premises is obliged to take reasonable care to ensure their own health and safety and those of co-workers, visitors and patrons to events. The Hirer must comply with any safety instructions given by Communityfy staff. It is the Hirer's responsibility to ensure that their employees, contractors, volunteers and/or helpers practice good housekeeping to control and identify and report any hazard to Communityfy staff immediately. It is the Hirer's responsibility to adequately induct their employees, contractors and helpers/volunteers before starting work in any Venue. **A Venue Hirers manual is available in all locations and must be read prior to hall use by anyone using the hall.**

### Prohibited actions

The Hirer must not drive tacks, nails or screws etc. into Communityfy woodwork or all or any part of the building, furniture or fixtures. Access must be granted to all areas of the venue at all times including any and all cupboards, storerooms or other spaces.

No smoking is permitted on the premises or within 4 metres of the building entrance.

The venue must not be used for any purposes other than as stated on this form or the Booking Sheet. Failure to give correct information will result in immediate cancellation of the venue hire

The premises must not be used for any annoying, offensive or illegal conduct or activity or purpose.

Under no circumstances are firearms or other weapons to be brought onto the property.

The Hirer must not permit any flame (including candles), explosive or fuel to be brought into the Venue.

The Hirer must not use the hall for any activity that will cause impact on the local community

The Hirer must not use the Venue for any purposes that may injure the reputation of Communityfy.

The Hirer must not use the Venue in any way that would increase or invalidate any insurance policy taken out by Communityfy or increase the premiums payable by Communityfy.

The Hirer must not in any advertising imply that Communityfy is associated with any event other than providing the facility.

The Venue must not be used by a third party without the prior written permission of Communityfy.

Any use of the Venue must not interfere with any other use of the property by Communityfy or any other person.

The Hirer must not interfere with any of the electrical or mechanical equipment on the Venue.

The Hirer is not to bring on to the premises or allow others to bring on the premises any illegal goods or substances or any dangerous goods or substances.

The Hirer must not bring any alcohol onto the Venue and no alcohol is allowed to be consumed at the Venue or surrounds.

The Hirer will not use the Venue for any purpose other than that agreed to and written on the Venue Hire Form.

### Deliveries

Unless by prior arrangement with Communityfy, deliveries and pick-ups must be part of the hire period. Unexpected deliveries will be refused. Communityfy employees will not dispatch goods from the venues and will not sign for the delivery of goods.

### Privacy

Communityfy takes care to respect the privacy of its hirers. Personally identifiable information (name, address etc.) is required in order to create a legally binding contract between the Hirer and Communityfy. This personal information may be stored in the Communityfy database. On occasion, Communityfy may use your information to advise you of the various services provided by Communityfy. At no time will Communityfy disclose its database information (which contains personal information) to list brokers and/or list rental organizations. Any personal information collected will be retained only for so long as it is necessary to fulfil the purpose for which it was collected or so long as it may be required by law or Communityfy policy.

### Decorations, Cleaning and Additions Services

The Hirer may decorate the room on the condition that all decorations are removed by the Hirer at the end of the function and no damage is done to the Venue. **An extra charge may be incurred for additional cleaning services if all decorations and or other items are not removed by the Hirer.** General cleaning is included in the cost of the Venue hire. An additional fee may be charged where an event generates cleaning beyond the normal level. Hirers must ensure that the Venue and its surrounds are cleaned and all of the Hirer's property is removed from the Venue on vacation. The Hirer is financially liable for any damages sustained by Communityfy or its property whether through the Hirer's own action or through the action of their contractors, sub-contractors or guests and clients attending any function booked by the Hirer or if the Venue and surrounds are not left in a reasonable state of cleanliness.



### No Tenancy

Nothing in this Hire Agreement confers on the Hirer any rights as a tenant and such is expressly negated. The relationship between Community and the Hirer is one of licensor and licensee.

Community may in its discretion and without the need to give any reason whatsoever, refuse to agree to hire the Venue to the Hirer. Community may terminate this Hirer agreement at any time by giving notice to the Hirer. Any fees paid in advance of the date of termination will be refunded by Community to the Hirer within 7 days.

Community may update these Terms and Conditions at anytime

### Breakages

Any breakages of equipment or damage to the Venue must be notified by the Hirer to Community immediately. The Hirer will be responsible for the cost of the equipment and for the cost of repair of any damage. If Community discovers that any breakage or damage occurred during the period of the Hirer's occupation of the Venue, Community will be entitled to claim the cost of the replacement of the articles from the Hirer, and deduct the cost from the Venue Hire Deposit. If the Venue Hire Deposit is insufficient to cover the cost of the breakage/damage, the Hirer will be personally liable to Community for the excess costs.

In no event will Community be liable to the Hirer on any account whatsoever, whether as a result of wear and tear or any defect in any equipment at the Venue for any loss or damage whatsoever including consequential loss or damage and whether or not foreseeable or contemplated.

### Indemnity

The Hirer must indemnify and keep indemnified Community from and against all actions, claims, demands, losses, injuries, death and expenses for which Community may become liable including any loss, damage or injury from any cause whatsoever to property or person caused or contributed to by the use of the Venue by the Hirer and for any personal injury sustained by any person in or about the Venue however caused other than the wilful or negligent act of Community or its servants or agents.

### Insurance

**The Hirer must have in force public liability insurance for at least \$10,000,000 whilst hiring the Venue.** The Hirer must produce evidence of the insurance to Community prior to the time of booking. If the Hirer fails or refuses to arrange insurance then Community may immediately terminate this agreement and retain all money paid for the Venue Hire. The hirer must ensure that their insurance is kept up to date and continue to send Community updated renewals.

### Hire Rates

**Casual Hire** is for those people who hire our halls as a one off booking, random bookings throughout the year or are a commercial business.

**Permanent hire** is for those people who hire our halls 5 or more times consecutively

**Community hire** is for those community groups who are not an incorporated organisation or a not for profit but who meet a need in the Community, have a membership and charge only a minimum fee to cover their basic costs. Supporting documents must be submitted in advance of booking to receive this rate.

**Not for Profit** is for those groups who are a registered not for profit charity organisation or an incorporated association.

Please see [www.acnc.gov.au](http://www.acnc.gov.au). Supporting documents must be submitted in advance of booking to receive this rate.

**Core rate** is for those groups that meet Community's core values. Supporting documents must be submitted in advance of booking to receive this rate.

**Corporate or Private Event / Function rates** are for all corporate and private functions.

**Exclusive Exhibition rates** are for exclusive use of a venue to hang or exhibit artwork. Including bump-in and bump-out.

**Non-Exclusive Exhibition rate** is for groups to share a space while an exhibition is hanging.

### Notification

It is the responsibility of the Venue Hirer to inform Community of **any** amendments, additions, changes or alterations.

### Acknowledgement and Agreement

**I have read and understood the above conditions. I agree to abide by the terms and conditions stated above and according to the purpose of use as stated .**