



Supporting our community on all sides

# Community Spaces Terms and Conditions

## **Registration & Administration Set Up Fee**

- A one off account registration and swipe card x 1 - \$25.00
- Replacement or additional swipe cards - \$15.00 each

It is the responsibility of the hirer to manage their own swipe card. Communityfy Qld will not be responsible for opening a venue if a hirer forgets or loses their swipe card, or if they are not available to open it themselves.

It is the responsibility of the hirer to ensure they have sufficient time to have their swipe card updated prior to their booking. Cards can be updated at the Communityfy office, 180 Jubilee Terrace Bardon, Monday to Friday 9am to 5pm.

## **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 Communityfy Queensland Limited.

## **Cancellation & Amendment Fees**

- Cancellations seven (7) working days prior to commencement of hire will attract a cancellation fee of \$25.00.
- Cancellations less than seven (7) working days will attract a cancellation fee equal to the cost of the venue hire.
- Any amendments to a booking/s will incur an amendment fee of \$10.00.

For those with recurring bookings:

- Cancellations made 181+ days prior to the event will incur no charge.
- Cancellations made within 180 – 91 days will incur a charge equivalent to 10% of hire charge.
- Cancellations made within 90 – 31 days will incur a charge of equivalent to 20% of hire charge.
- Cancellations up to 30 days prior will incur the full hire fees.

If an error is made when creating your booking, please notify the Community Spaces Team immediately via email within 24 hours to avoid fees. Any bookings incorrectly input are subject to full payment of fees.

## **Notification**

All new users MUST be registered on the online booking system and have their swipe card confirmed.

### **Late Booking Fee**

Online bookings can be made up to two (2) days in advance. Any request by a hirer for Communify to create a booking on their behalf under 2 days will incur a \$25 late administration fee. Hirers are required to pay for the full amount of the hire including the late fee prior to the booking and also ensure they have time to update and/or collect a swipe card from 180 Jubilee Terrace, Bardon.

### **Out of Office Call Fee**

If a hirer calls for assistance out of Communify office hours (Monday to Friday, 9am – 5pm) and the purpose of the call is found to be the fault of the hirer (i.e. 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.

### **Advertising with Communify Qld**

As a community organisation our spaces provide the general public with the opportunity to come together for social activities and experiences. As such, we like to let the public know what is happening within their community halls. It is an opportunity for all groups to promote their activities. Not for Profit or Community Group hirers are especially encouraged to advertise their activities. Please send in advertising information for us to promote on our What's On page: <https://communify.org.au/our-activities/>.

### **General Obligations when Hiring a Community Space with Communify Qld**

When hiring any Communify Community Space, the hirer is responsible for ensuring:

- An adult must supervise children at all times.
- All in attendance behave in an orderly manner.
- All equipment belonging to Communify is left in good condition at the venue.
- The event does not impact on the local community or surrounds (i.e. loud noise, large crowds). Please contact Brisbane City Council or the local Police for more information.
- Any electrical equipment that is brought to the venue must be tested and tagged by an approved electrician every 12 months.
- All doors and windows are locked when exiting the venue.
- All lights and fans are turned off when exiting the venue.
- All kitchen utensils must be washed or placed in the dishwasher and any other equipment must be returned to the place it was found at the start of the hiring period.
- Loud speakers, televisions and/or music must be used in accordance with both State and Local government noise regulations.
- The hirer is familiar with the venue's evacuation plans and emergency exits.
- The hirer and all participants evacuate the venue in the case of an emergency as directed on the evacuation plans.
- Any additional furniture or equipment brought to a venue must first be approved by Communify.

### **Parking/Vehicle Access**

Communify is under no obligation to provide parking at our venues. If the hirer wants to bring buses onto the property details must be supplied in advance to enable Communify staff sufficient time to make arrangements, if possible.

## **Occupational Health & Safety**

Everyone on Community 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 Community staff. It is the hirer's responsibility to ensure that their employees, contractors, volunteers and/or helpers and participants practice good housekeeping to identify and control hazards. Any ongoing hazards should be reported to Community staff as soon as possible. It is the hirer's responsibility to adequately induct their employees, contractors and helpers/volunteers and participants before commencing a program in any venue.

## **Prohibited Actions**

- The hirer must not drive tacks, nails or screws or any types of fasteners into Community woodwork or all or any part of the building, furniture or fixtures.
- Access to all areas of the venue including any cupboards, storerooms or other spaces must be granted prior to the event/activity.
- No smoking is permitted on the premises.
- The venue must not be used for any purposes other than that agreed to by the Community Spaces team at the time of registration. Failure to give correct information may result in immediate cancellation of the venue hire.
- The premises must not be used for any annoying, offensive or illegal conduct, 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), explosives 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 Community.
- The hirer must not use the venue in any way that would increase or invalidate any insurance policy taken out by Community or increase the premiums payable by Community.
- The hirer must not in any advertising imply that Community 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 Community.
- Any use of the venue must not interfere with any other use of the property by Community 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.

## **Deliveries**

Unless by prior arrangement with Community, deliveries and pick-ups must occur during of the hire period. Community employees will not dispatch goods from venues and will not sign for the delivery of goods.

## **Privacy**

Community 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 Community. This personal information may be stored in the Community database. On occasion, Community may use your information to advise you of the various services provided by Community. At no time will Community disclose its database information to list brokers and/or list rental organisations. Any personal information collected will be retained only for as 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 Community policy.

### **Decorations, Cleaning & Additional 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 Communify 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.

### **No Tenancy**

Nothing in this hire agreement confers on the hirer any rights as a tenant. The relationship between Communify and the hirer is one of licensor and licensee.

Communify may, in its discretion and without the need to give any reason whatsoever, refuse to agree to hire the venue to the hirer. Communify 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 Communify to the hirer within 2-4 weeks.

Communify 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.

### **Breakages**

Any breakages of equipment or damage to the venue must be reported by the hirer to Communify immediately. The hirer will be responsible for the cost of the equipment and for the cost of repair of any damage. If Communify discovers that any breakages or damage occurred during the period of the hirer's occupation of the venue, Communify will be entitled to claim the cost of the repair or replacement of the articles from the hirer. In no event will Communify 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 Communify from and against all actions, claims, demands, losses, injuries, death and expenses for which Communify 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 Communify or its servants or agents.

### **Insurance**

The hirer must have current public liability insurance for at least \$10,000,000 whilst hiring any Communify venue.

The hirer must produce evidence of the insurance to Communify prior to the time of booking. If the hirer fails or refuses to arrange insurance then Communify 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 Communify updated renewals. If renewal policies are not sent to Communify in a timely matter, Communify may cancel all current and future bookings.

## **Hire Rates**

Community hire rates are for events/courses/classes that are open to the general public to attend and it is mandatory to supply us with information to market the event on our What's On section. Supporting documents must be submitted in advance of booking to receive these rates.

- Casual Hire - For groups that hire our spaces as a one off or make random bookings throughout the year.
- Permanent Hire - For groups that hire our Community Spaces five (5) or more times within one booking transaction.
- Community Hire - For groups who do not hold a not for profit certificate from the Australian Charities and Not for Profit Commission but who meet a need in the Community. These groups may have a membership and only charge a minimum fee to cover their basic costs.
- Not for Profit Hire – For groups / businesses that have an ABN and a certificate from the Australian Charities and Not for Profits Commission (ACNC) website or a Certificate of Incorporation as an Association with the Queensland Government.

Special rates apply for groups hiring our Community Spaces for business, training and/or private functions (including parties) where your event is not deemed to be a community event and/or is not open to the general public to attend.

- Corporate, Business, Training, Workshops and/or Presentation Hire
- Private Event Hire (including parties)

## **Acknowledgement & Agreement**

- I agree to use the venue for the purpose declared in my registration and for the time that I have booked only.
- I agree that if I am in the premises outside of the hours agreed with Communify, then I am liable to pay for the additional hire rate/ hour and also agree to pay for any penalties associated with being in the venue outside of the agreed hours, including the security company call out fee.
- I agree that I am responsible for the opening and closing of the venue and for protection of Communify property while at the venue.
- I agree that I am responsible for the swipe card (updates and collection) and entry instructions of Communify venues.

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.