

1 DEFINITIONS

- **Booking Confirmation** means written communication from the Venue Manager to the Hirer confirming particulars of the Event booking and the Hire Fees and Charges associated with it.
- **Casual Hire** means fewer than ten (10) occasions per twelve (12) month period.
- **Event** means the event, function or other purpose for which the Hirer wishes to hire the Venue.
- **Event Date** means the date on which the Event is proposed to be held, or the date of commencement of the Hire Period, whichever is the sooner.
- **Hire Fees and Charges** means the fees and charges payable by the Hirer for the hire and/or use of the Venue and equipment and when the context requires includes the security bond and other costs and charges payable by or recoverable from the Hirer in accordance with these terms and conditions.
- **Hire Period** means the duration of use or occupation of the Venue, including set up time, until the cessation of the Event and/or the completion of pack-down. The minimum Hire Period is one (1) hour.
- **Hirer** means the person or body specified in Part 1 of the Venue Hire Application, and where the context requires, includes the Hirer's servants, agents or contractors.
- **IFYS** means IFYS Limited ABN 69 131 388 102.
- **Public Liability Insurance** means insurance cover for public risk covering claims for liability for death, injury, illness, loss to property or persons for at least \$20Million for a single event.
- **Regular Hire** means at least ten (10) consecutive scheduled Events over a twelve (12) month period.
- **Venue** means the facility specified on the Venue Hire Application or online booking submission and hired by the Hirer subject to these terms and conditions of hire and, where the context requires, means a specified part or parts of the facility and includes furniture, fittings and equipment and the areas surrounding the facility.
- **Venue Hire Application** means and includes either a hard copy application form, or an online booking submission, in the form or format required from time to time by the Venue Manager.
- **Venue Manager** means the person or persons engaged by IFYS from time to time to manage the Venue and its usage.

2 BOOKINGS and HIRE ARRANGEMENTS

Bookings

- 2.1 Bookings must be applied for by completing a Venue Hire Application. Unless these conditions of hire otherwise specify, all Hire Fees and Charges must be paid in full fourteen (14) days prior to the Event Date.
- 2.2 Tentative Bookings: A booking remains tentative until confirmed. At the discretion of IFYS, tentative bookings may be held for fourteen (14) days from the date the tentative booking was made.
- 2.3 Confirmed Bookings: A booking will be confirmed once the completed Venue Hire Application and written

evidence of Public Liability Insurance in accordance with clause 5.9 have been submitted to the Venue Manager, and the 25% non-refundable deposit referred to in clause 2.9 and security bond referred to in clause 3.5 have been paid.

- 2.4 Upon receipt of a duly completed Venue Hire Application the Venue Manager will, subject to these terms and conditions, issue a Booking Confirmation.
- 2.5 IFYS reserves the right to refuse or cancel any booking that does not comply with IFYS' conditions of hire.
- 2.6 Bookings for Regular Hire may only be made up to 14 months in advance.
- 2.7 Bookings for Casual Hire may only be made up to 18 months in advance.
- 2.8 The person completing the Venue Hire Application, and whose signature appears on the form, must be over 18 years of age. Where that person is not the Hirer, that person and the Hirer are both responsible for compliance with these conditions of hire. The Hirer must inform the Venue Manager immediately of any changes to the Hirer's contact details.

Deposit

- 2.9 A 25% non-refundable deposit must be paid within five (5) working days of issuance of the Booking Confirmation.

Limit of Hire

- 2.10 Where the entire Venue facility (or of which the Venue forms part) is not booked by the Hirer, IFYS reserves the right to permit other functions, events or uses to take place within the facility at the same time.
- 2.11 IFYS reserves the right to allocate alternative spaces for Regular Hirers.
- 2.12 The Hire Period for an Event must conclude by midnight.
- 2.13 No refund of any hire fee or part thereof will be given where an Event finished prior to the end of the scheduled Hire Period.
- 2.14 The Hirer is required to remain on site until the conclusion of the Event's Hire Period to ensure all responsibilities are completed and discharged including cleaning and securing the Venue.

Cancellation of Bookings

- 2.15 IFYS may cancel the booking with two (2) weeks' notice if:
 - the Venue is required for Local, State or Federal elections; or
 - repairs or alterations to the Venue are required.
- 2.16 IFYS may cancel a booking without notice if:
 - there may be an emergency, e.g. natural disaster.
 - the Hire Fees and Charges and/or security bond have not been paid within the required timeframe.
 - the Hirer has not provided written evidence of Public Liability Insurance.
 - IFYS becomes aware that the Event, or goods or services proposed to be held/used/provided by the Hirer, are objectionable, dangerous, infringe any copyright, are prohibited by law, or would be detrimental to IFYS.
- 2.17 The Hirer must accept cancellations in accordance with clauses 2.15, 2.16, & 2.21 and waives the right to make any claim in law or equity, for any consequential loss or damage.

- 2.18 Casual Hirers must give IFYS at least two (2) weeks' written notice should the Hirer need to cancel a booking otherwise a sum equivalent to 50% of the total Venue Hire Fees and Charges will be payable by the Hirer.
- 2.19 If a Casual Hirer cancels a booking within seven (7) days before the Event Date, the full Venue Hire Fees and Charges, plus any costs and expenses incurred by the Venue in consequence of the booking, will be payable by the Hirer upon demand.
- 2.20 To be eligible, Regular Hirers must commit in advance to 10 bookings on specified dates within a twelve month period. If a Regular Hirer doesn't use any particular booking, or cancels their scheduled bookings permanently before the 10 bookings have been used, the unused bookings must still be paid for in full.
- 2.21 Regular Hirers acknowledge that, without derogating from its other rights, IFYS has the right to cancel any booking by giving three (3) weeks' notice in advance, on up to six (6) occasions per calendar year.

Sub-Letting

- 2.22 Neither the Venue nor any space within it may be sub-let, nor may any hire agreement in relation to it be assigned or transferred.
- 2.23 Hire of the Venue under these conditions of hire constitutes a limited licence only and does not give rise to any lease, tenancy agreement or other relationship of landlord and tenant.

3 HIRE FEES & CHARGES

- 3.1 Hire Fees and Charges for each Venue are set by IFYS at the beginning of each financial year and are not negotiable.
- 3.2 Incorporated associations and other not-for-profit entities will be asked to provide supporting documentation to qualify for community rates (which may be granted or withheld in IFYS' discretion).
- 3.3 Casual Hirers must pay all Hire Fees and Charges by no later than fourteen (14) days prior to the Event Date. Any additional costs and expenses incurred in consequence of the Hirer's booking or use of the Venue must be paid within seven (7) days of the date of invoice by IFYS.
- 3.4 Regular Hirers will be invoiced at the end of each calendar month for Hire Fees and Charges and any additional costs and expenses incurred in consequence of the Hirer's booking or use of the Venue.

Security Bond

- 3.5 A security bond is required as security against loss, theft and damage to the Venue, and cleaning charges. The amount of the security bond will be as set out in the IFYS schedule of Hire Fees and Charges for the Venue or as otherwise determined by IFYS from time to time.
- 3.6 Payment of the security bond must in any event be made by no later than fourteen (14) days prior to the Event Date.

4 CONDITIONS of USE

Alcohol

- 4.1 The Hirer must comply with liquor licensing laws, including

taking responsibility for obtaining and complying with any liquor licence or permit required for the Event. A copy of any liquor licence or permit issued for an Event must be provided to the Venue Manager at least 48 hours prior to the Event Date.

- 4.2 Commercial entities supplying complimentary alcohol must contact Queensland Liquor Licensing for details.
- 4.3 Security personnel will be required at Events where alcohol is served, at the discretion of the IFYS and/or in accordance with the liquor licence or permit obtained.
- 4.4 Under no circumstances may alcohol be supplied or consumed outside the Venue, or be carried away from the Venue by persons other than the Hirer.

Animals

- 4.5 Animals are not permitted in the Venue, with the exception of guide dogs for visually impaired persons.

Catering/Kitchen Use

- 4.6 Use of any kitchen at the Venue may be permitted only on specific application to and approval by the Venue Manager, which approval may be granted, withheld, or granted on conditions.
- 4.7 Where the Venue is booked by multiple co-Hirers, IFYS may permit or withhold, whether with or without conditions, simultaneous or other shared use of any kitchen.
- 4.8 If IFYS permits use of a kitchen, all surfaces and appliances in the kitchen must be thoroughly cleaned and restored to their proper condition at the completion of the hire. IFYS will engage professional cleaners where required and costs thereof will be charged to the Hirer.
- 4.9 All catering companies permitted to use a kitchen are responsible for their own equipment and its cleaning, for the removal of all food and equipment by the end of the Hire Period and for the cleaning of the kitchen in accordance with clause 4.8, failing which the Hirer will remain responsible.
- 4.10 Catering companies must provide to the Venue Manager written evidence of their own current Public Liability Insurance.

Child Protection Requirements

- 4.11 Hirers whose activities include children under the age of 18 years must comply with laws applying to Working with Children. This includes having undertaken appropriate risk assessments and ensuring Hirer personnel hold a current blue card or other relevant screening check (unless the children's parents/guardians are present at the Venue). For more information refer to www.bluecard.qld.gov.au

Cleaning

- 4.12 The Hirer will be responsible for all cleaning including the cleaning, stacking and return of all furniture to appropriate storage areas, sweeping and mopping, and collection of any litter from the Venue and surrounds. All outdoor bins must be lined before use and emptied when necessary during Events. All indoor bins must be lined before use, cleaned and returned to the appropriate location after Events. No rubbish of any kind may be left within the Venue or surrounds. Unless the Venue Manager agrees otherwise in writing, all cleaning must be completed within the Hire Period.

Room Hire Requirements

- 4.13 At the commencement of the Hire Period, the Hirer will notify IFYS of any obvious defects at the Venue. In the absence of any such notification the Hirer acknowledges and accepts that the Venue is in suitable repair and clean condition at the commencement of the Hire Period.
- 4.14 The Hirer must not mark, damage or make alteration to any part of the Venue or erect or install any fixtures, fittings or other attachments.
- 4.15 The use of:
- confetti, confetti substitutes or glitter; or
 - candles or candelabra;
- is not permitted in the Venue.
- 4.16 No polish or other wax products are to be used on the floors. All spills are to be mopped and dried up immediately.
- 4.17 No flammable or other dangerous substances are to be brought onto the Venue.
- 4.18 Decorations will only be permitted at the discretion of the Venue Manager.
- 4.19 Decorations, if permitted, may not be placed or affixed in any way that may cause damage to any part of the Venue (eg. interior and exterior floors, walls or other surfaces).
- 4.20 The Hirer must remove all decorations and will be responsible for all costs associated with any damage to the Venue caused by the decorations or their removal.

Damage and Breakages

- 4.21 The Hirer is responsible for the full replacement cost of any damage or breakages to the Venue building, its fittings and contents.
- 4.22 All breakages must be reported to the Venue Manager.

Disputes

- 4.23 Any complaint on the part of a Hirer arising from the hire of the Venue must be dealt with in accordance with IFYS's Complaints Policy, a copy of which may be obtained from the Venue Manager.

Electrical Equipment and Stage Lighting

- 4.24 All electrical leads used by the Hirer must have current service test tags displayed at all times. Electrical leads must not be used where current tags are not displayed.
- 4.25 All electrical leads must be gaffer taped to the floor.
- 4.26 The use of double adaptors is not permitted however certified serviceable power boards with overload switches may be used.
- 4.27 The Hirer must not use the stage lighting at the Venue without first engaging an appropriately qualified lighting technician to attend onsite either to operate the stage lighting for the Hirer or to instruct the Hirer in the correct operation of the stage lighting. A list of recommended lighting technicians may be obtained from the Venue Manager. When stage lighting has been used the Hirer must engage a qualified lighting technician to return the stage lighting to its standard setting.
- 4.28 All costs incurred in connection with replacing blown stage lighting bulbs or for other repairs arising out of the Hirer's usage of the stage lighting will be the responsibility of the Hirer and must be paid upon demand.

- 4.29 Use of smoke machines is not permitted without prior approval in writing from Venue Manager. All alarm, cleaning and other costs arising from the Hirer's usage of a smoke machine will be the responsibility of the Hirer and must be paid upon demand.

5 MISCELLANEOUS RISKS and REQUIREMENTS**Fire Safety**

- 5.1 Fire exits must at all times be kept unlocked and clear of obstacles for a distance of two (2) metres. The Hirer shall keep each corridor, passage and exit in the Venue clear of obstructions and ready for use in an emergency. It is the responsibility of the Hirer to become familiar with the Venue protocol for fire and emergency evacuation and to observe all Venue signage relating to fire and safety precautions. The Hirer must not interfere with the fire doors and doors fitted with automatic closures.
- 5.2 Emergency equipment including fire extinguishers and hoses is located at the Venue. A two (2) metre square area must be left clear around these safety items at all times. These are to be used only in the Event of an actual emergency. Any use of these devices resulting in a false alarm and subsequent callout by the Qld Fire & Rescue Service may result in a fine of \$1,000 which will be on-charged to the Hirer.
- 5.3 The Hirer must notify the Venue Manager if the fire extinguishers have been used in any way. If IFYS considers that the fire equipment is or has been used in an irresponsible manner, or in consequence of any cause attributable to the Hirer, the cost of inspection and replenishing will be charged to the Hirer.

First Aid Supplies / Information

- 5.4 It is the responsibility of the Hirer to provide first aid supplies and for the administration of any first aid regarded as necessary during an Event.

Noise

- 5.5 The maximum volume permissible inside the Venue is 90 decibels unless otherwise specified by the Venue.
- 5.6 Hirers must respect neighbouring businesses and residents. The Hirer is responsible for the preservation of good order during and following the Event. Use of all amplifying equipment must cease at 11.00pm, unless approved otherwise in writing by the Venue Manager.
- 5.7 Liquor Licensing and/or Local Law noise restrictions must be adhered to where applicable.

Notices / Advertising / Media Releases

- 5.8 Notices or announcements of any Event or function shall only be displayed in the Venue or its surrounds with the prior approval of the Venue Manager. Community notice boards provided at the Venue are to be used only with the prior permission of the Venue Manager. All media and promotional information involving or naming the Venue must be provided to the Venue Manager for approval prior to release.

Public Liability Insurance

- 5.9 Hirers must provide evidence of Public Liability Insurance cover for the Hire Period. A copy of a certificate of currency of Insurance is to be submitted with the completed Venue

Hire Application as part of the process of booking the Venue.

- 5.10 The Hirer shall be liable for, and will indemnify IFYS and its agents, servants, contractors and employees against, any claim, loss, damage, injury or cost to any person or property arising from the hire of the Venue except to the extent only that such claim, demand, expense or liability results directly from the negligence of the IFYS.

Risk Management

- 5.11 The Hirer agrees to carry out any instruction or direction given by IFYS with regard to compliance with Work Health and Safety laws including participating in an induction session prior to the commencement of the Event or, for Regular Hirers, once per year.
- 5.12 At no time does IFYS accept any responsibility for the security or safety of the Hirer's property. The Hirer is responsible for the security of the equipment belonging to the Venue, and for the personal property of the Hirer or any person (including contractors, employees or agents) invited to the Venue by the Hirer.
- 5.13 It is the responsibility of the Hirer to ensure that children attending an Event are supervised by adults at all times.
- 5.14 The Hirer must ensure that there is no climbing on furniture and no running, sliding, skating, roller-blading or use of scooters, either inside or outside any of the Venues or its surrounds.
- 5.15 The Hirer must abide at all times by the Venue's maximum capacity guidelines, as set by the Fire Safety Authority or any other lawful authority or by IFYS.
- 5.16 Should an accident or injury occur at the Venue during the Event Period or otherwise in connection with the Hirer's use of the Venue, the Hirer must immediately notify IFYS and complete and submit to IFYS a Safety Incident Form (to be obtained from IFYS upon request) within seven (7) days of the date of the accident or injury.

Smoking

- 5.17 Smoking is prohibited in the Venue and its surrounds at all times.

Security

- 5.18 Security Guards are a requirement for all Events where alcohol is consumed and for all Events where there are minors (under 18 years) in attendance.
- 5.19 The Hirer must engage a security firm which, in turn, must provide to the Venue Manager written confirmation of their engagement at the Event, including details of the number of Security Guards to be employed and the times and duration of their service.
- 5.20 A Party Safe Information Pack is available from the local police station or by visiting www.police.qld.gov.au
- 5.21 Where relevant, the Hirer must provide a signed copy of a Party Safe Registration Form to the Venue Manager prior to the commencement of an Event.

Broadcasting and publication

- 5.22 If during the Booking Period the Hirer or any of the Hirer's guests or other invitees are to display, perform, broadcast, publish or in any way use any works or material

which intellectual property rights subsist (including but not limited to copyright and moral rights), the Hirer must:

- ensure that the intellectual property rights are not infringed; and
- pay all royalties due to the Australian Performing Right Association or any other body in respect of the use of the works or material.