

# YWCA AUSTRALIA

## SPORTS AND RECREATION COMPLEX

125 Robinson Street  
Frenchville QLD 4701

**Local Contact:** Brian McKean

**Mobile:** 0414 285 088

**YWCA:** (02) 8303 1399

**Email:** Anna.Apineru@ywca.org.au

## CONDITIONS OF HIRE

The purpose of this facility is primarily for use by not for profits, schools and other community organisations and special interests groups.

### FEES AND CHARGES

Fees and charges are set annually as part of the YWCA Australia budget process. If applicable, new fees will be implemented from the 1st July each year. Written advice will be given to all organisations with an active Hire Agreement in place.

### CONDITIONS OF HIRE

YWCA Australia grants the hire of this facility for activities, functions and/or events in line with the organisation's approved Venue Hire Application, and subject to the following conditions:

#### 1. APPLICATION

The right to use the facility is subject to YWCA Australia receiving an application on the required form signed by the hirer undertaking to comply with these conditions.

**A tentative booking will be made upon receipt of a completed Venue Hire Application. Confirmation of the booking will be advised following approval of the application, within 48 hours of the receipt of the application. Exceptions to this confirmation period will be allowed if the required date is within 48 hours of the time of seeking a booking, and a completed application form has been received where it is deemed appropriate.**

Should the application of hire be for a regular/recurring basis, the hirer agrees that the initial agreement will be for a minimum three (3) month period and continuing thereafter, unless cancelled or amended by giving the two (2) weeks advance written notice. YWCA Australia reserves the right to cancel the hire arrangements based on changes to the operating arrangements for the building or where a more beneficial community agreement is on offer (eg. full time hire or significant increase in current hire arrangements).

#### 2. SECURITY BOND

**In the case of a registered club or registered business**, a security bond of two hundred and fifty dollars (**\$250**) along with the signed undertaking of the President or Treasurer of the organization. In the case of hire by an individual member of the public, a security bond of four hundred dollars (**\$400**). The bond shall be paid by the hirer at the time of booking as a guarantee of fulfilment of these conditions, and as security against breakages or damage to building or any fittings and furniture contained therein, and for any additional cleaning arranged by YWCA Australia resulting from the hirer's use of the premises.

##### Security bond

*Regular hire agreements and events*

*Regular hire is considered to be recurring at the same time for a period of three months or more.*

Registered club or business: \$250 with signed undertaking of President or Treasurer

Individuals: \$400 for individuals

*Casual hire agreements*

Registered club or business: \$200

Individuals: \$200

The hirer shall be liable on demand to pay any further amount in excess of such bond to meet the full cost of such damage, breakages or cleaning. If there is no breach of the conditions of usage or damage to the building or any fittings and furniture therein or abnormal cleaning, the security deposit will be returned within 2 (two) weeks of the final use of the premises.

### 3. FEES AND CHARGES

A deposit equivalent to 100% of the first day's hire and 50% is required at least fourteen (14) days for the hire event as a show of good faith to the agreement. If the booking is made within fourteen days of the hire event then full payment is required. In the case of regular hirers, after the first three (3) months or hire arrangements may be eligible for accounts to be paid monthly, in arrears, in such cases hirers will be invoiced at the end of each month and are **due and payable** on the 14<sup>th</sup> day of the following calendar month.

All charges, where an hourly rate applies, shall mean per hour or part thereof and include preparation and clear away time. Hourly charges shall apply for the duration of the event. For larger functions or in special circumstances, other arrangements should be made with the contact officer identified for YWCA. Upon vacating the premises, the hirer must return the venue layout and condition to that which it was found upon entry. Where a hirer requests the use of YWCA Australia equipment or other support facilities, an additional fee will be charged for any resources supplied.

### 4. PERMITTED USE

The hirer shall only be entitled to the use of the particular part or parts hired on the date(s) and/or time(s) set out in the VENUE HIRE APPLICATION and YWCA 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 YWCA may at its discretion, allow other individuals and groups to have casual use of the premises. Under no circumstance is the hired facility to be sub-let to another party by the hirer.

### 5. USE OF FACILITY AFTER BOOKED TIME

All hirers should respect other hirers and their booked/allotted times. The reason why we include your start-up and clear away times for your booking request is to ensure that there is sufficient time between bookings.

Every effort should be made by the hirer to vacate the premises on time or the additional hourly fees will apply, and if this impacts on other bookings made for that time the hirer shall forfeit the security bond. Circumstances can change and so please advise in advance if there is likely to be a delay in vacating.

Every consideration must be given by people using and vacating the area to the residents who live nearby in regard to minimising noise and unruly behaviour.

### 6. CANCELLATION OF BOOKING

Any cancellations or alterations **MUST** be made in writing at least fourteen (14) days prior to the date of the event. A cancellation fee of 25% will be applicable for any cancellations within fourteen (14) days and forty eight (48) hours prior to the planned event. All cancellations within 48 hours of the start time of the event will be subject to a 100% cancellation fee for the first day of the booking and where a booking has been made for a block of three (3) or more continuous days a 50% cancellation fee is applicable for the remaining days.

### 7. REFUSAL TO GRANT HIRE

It shall be at the discretion of YWCA Australia to refuse to grant the hire of a room, notwithstanding that permission to hire the premises may have been granted or that these conditions may have been accepted and signed and the fees and deposit paid, YWCA Australia shall have the power to cancel such permission and direct the return of the fees and deposit. The hirer agrees in such case to accept the same and shall be held to have consented to such cancellation and to have no claim at law or in equity for any loss or damage in consequence.

### 8. KEYS / KEY DEPOSIT

Keys must be collected during business hours (unless otherwise arranged) for all bookings from YWCA Australia Sports and Recreation Complex, 125 Robinson Street, Frenchville. Keys are to be returned on day of hire, if practicable, or next business working day. A key deposit of **\$50.00**, paid by way of cash, shall be payable by the hirer at the time of key collection as security against key/lock replacement should the key not be returned. This deposit will be refunded immediately upon return of the key by the hirer.

### 9. INDEMNITY

The hirer agrees to indemnify, and keep indemnified, and to hold harmless YWCA Australia, 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. A certificate of currency or such other proof as may be acceptable to YWCA Australia, providing Public Liability Cover for up to **\$10,000,000** for any one event, must be provided to the YWCA Australia Sports and Recreation Coordinator prior to the function/event.

## 10. THEFT

Neither YWCA Australia 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 YWCA Australia against any claim by any such person, firm or corporation in respect of such article or thing.

If any items owned by YWCA Australia are missing after the event, the hirer will be held responsible for replacing these items.

## 11. NOISE

The hirer shall be responsible to ensure that all noise levels are kept in accordance with local Council regulations and with respect for the peaceful enjoyment of the local residents of the area.

## 12. SIGNAGE

No banners, flags, 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 YWCA Australia.

## 13. GOOD ORDER

The hirer shall be responsible for the full observance of these conditions and for the maintenance and preservation of good order in the building throughout the whole duration of the period of use. No spitting, obscene or insulting language or disorderly behaviour or damage to property shall be permitted in any part of the building. The hirer agrees to conduct the function/event in an orderly manner and shall comply with ALL laws, regulations and other such legal requirements that may apply or relate to the function/event, including the by-laws and usual terms and conditions of YWCA Australia.

## 14. SMOKING

YWCA Australia Sport and Recreation Complex is a **non-smoking** venue. Smoking is not permitted within 4 (four) metres of any building entrances. It is the hirer's responsibility to ensure that smoking does not occur within the building as stated or in contravention of Queensland Government Legislation. YWCA Australia reserves the right to remove persons from the facility and/or close down the event should smoking occur within the premises.

## 15. CATERING / ALCOHOL

The sale of liquor on the premises is forbidden unless the hirer obtains a Licence from the appropriate authority, and the Licence is produced to YWCA Australia who shall make an endorsement on the Schedule to the application. It is the responsibility of the hirer to obtain a liquor licence. Note: licences are not required for private functions where liquor is not being sold e.g. weddings. Liquor licences can be obtained from the Office of Liquor and Gaming Regulation at [www.olgr.qld.gov.au](http://www.olgr.qld.gov.au). Hirers are responsible for hiring of bar staff and ensuring they are aware of their responsibilities and duties. Catering can be provided by a company of the hirer's choice subject to Health and Safety Regulations. The sale and/or supply of food prepared and cooked in the YWCA Australia commercial kitchen is not permitted without the appropriate Food Licence first being obtained by the hirer and a copy of the licence supplied to YWCA Australia prior to the event.

## 16. CLEANING REQUIREMENTS

All areas must be left in a clean and tidy state. All equipment, decorations, food and alcohol etc. must be removed from the premises immediately following the close of the function. All waste including food scraps, to be removed from the facility and its environs. Failure to comply with these conditions will result in extra cleaning charges of **\$35.00 excl GST per hour** (minimum charge - additional hourly charge applies for weekends/Public Holidays) being withheld from the security bond or, if a bond is not held or is insufficient, being invoiced to the hirer.

## 17. FIRE REGULATION COMPLIANCE

Hirers are responsible for complying with all regulations regarding fire safety including following procedures as outlined by signs in the facility.

## 18. DAMAGES

The floors, walls, curtains/blinds or any other part of the building or any fittings or furniture shall not be broken, pierced by nails or screws or in any other way damaged. Nothing is to be attached to any of the walls in any of the rooms of the complex without prior approval of YWCA Australia. **Blue tac, sticky tape or any adhesive substances are not to be used under any circumstances.** The hirer shall accept full financial responsibility for damage to the premises except for normal wear and tear.

## 19. CONSERVATION AND SPECIAL CONDITIONS

At no time does YWCA Australia permit the use of candles, naked flames, smoke machines, special balloon effects and pyrotechnics due to Health and Safety Regulations. Should the Fire Brigade respond to an alarm at the facility, set off by the unauthorised use of equipment, the hirer will be liable for any charges incurred by YWCA Australia. The hirer will also be liable for any damage to the buildings, furniture and/or fittings of the facility as a result of such unauthorised use or damage cause by the Fire Brigade in responding to such alarm.

YWCA Australia also reserves the right to require special conditions of hire depending on the nature of the use from the hirer.

## 20. SAFETY

Any electrical items brought into and used in the complex must have a current electrical safety test tag. Fires or damage caused by untagged equipment being used will result in the hirer being invoiced for repairs and costs associated with said fires or damage. The hirer is required to give patrons/attendants a basic outline of fire exits and evacuation procedures at the commencement of the function. Under no circumstance is exit signage to be covered or access to be blocked. In the event of a fire, the assembly point is the car park to the front of the building in Robinson Street. Please refer to the fire and evacuation instruction signs within the facility for procedures in case of fire.

## 21. SECURITY

The hirer shall, when so directed by YWCA Australia or their agent, arrange for security from a registered security firm to be in attendance for the duration of the function. Hirers are required to check that all air-conditioning is off, all doors and windows are locked and secure prior to vacating the premises. Failure to do so may result in hirer being refused access to rooms for future events or additional hourly costs being invoiced. Any damage or theft which occurs due to the above checks not being undertaken may result in repair costs being invoiced to the hirer. The hirer must comply with entry and exit times as advised by staff so that security systems are de-activated prior to entry to the building and to ensure the building is empty prior to security systems being re-activated.

I have read and agree to the above conditions.

Name: \_\_\_\_\_ (HIRER)

Signature: \_\_\_\_\_

Dated: \_\_\_\_\_

Witnessed by YWCA Agent

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ / / \_\_\_\_\_

**Please return completed forms to the above email address.**

**Your hire fee and appropriate payment details will then be supplied to you via return invoice.**