

Emu Park Cultural Centre

Conditions of Hire



HIRER TO RETAIN THIS INFORMATION

General Responsibility of Hirer

Council reserves the rights to refuse hire to any person or group who does not comply with any of the following Conditions of Hire.

Council shall not be liable for any damage or loss the Hirer or any person or any property may suffer, by reason of the manner of use of the Hall by the Hirer, whether such loss occurred naturally or negligently or otherwise.

Hirers are not to enter the Hall outside of their arranged booking time. If you need to alter your booking arrangements please contact Council's Customer Service Centre on 1300 790 919.

Please ensure appropriate arrangements are made with staff for additional set-up time or cleaning time. Security will not allow access to the Centre outside of the arranged hire times unless otherwise authorised.

****Regular users will be advised that they may be required to forego some bookings (2 months' notice will be given for non-council related events). Any urgent Council-organised Event will override any regular booking.**

Hirers under the age of 21 years must have the online hall hire application completed by an adult who will be supervising the function. This person is subject to these terms and conditions. It shall be at the discretion of the Chief Executive Officer to refuse to grant the hire of the Centre. The Chief Executive Officer shall have the power to cancel any booking if deemed a risk to the community.

Hirers are advised that any Art Work on display is not to be removed or damaged.

Fees, Security Bond & Hire Approval

An online Customer Booking Request has to be submitted to Council minimum of 2 months prior to the event date. All fees and charges are due to be paid fourteen (14) days prior to the first Hall

booking date. Regular users will be invoiced monthly (prior approval must be sought). All bookings where the hire fee has not been paid within the specified time will be considered a tentative booking only.

Groups with long-term regular bookings must advise of any cancellations or holiday breaks a minimum of two (2) days in advance. Failure to do so may result in normal hire charges applying.

Hire fees shall be in accordance with Council's Schedule of Fees and Charges.

A security bond applies to all bookings. All hirers are required to pay a security bond, refunded on successful inspection after the event (conducted by Council staff). Council shall hold the bond as security for the hire period and may apply the whole or part of the bond at any time against monies due but unpaid or any expenses, loss, damage or cleaning costs incurred. Any cost incurred by Council in cleaning the Hall resulting from the condition in which the Hirer left the premises shall be charged to the Hirer at the current hourly rates as per Council's fees and charges and deducted from the security bond. A minimum of two hours cleaning fee will apply, additional charges may also apply if Council cleaners are required after hours.

The Hirer shall be entitled to receive a full refund of any bond after the hire period, only after a satisfactory inspection has been reported and no loss, cleaning or damage is incurred. The security bond will be refunded by Electronic Funds Transfer within 2 weeks of the EFT Details for Creditors Form being returned by hirer.

Insurance & Public Liability

Individual and casual hirers who are making a 'one off' booking (e.g. birthday party, wedding reception, dance etc.) are NOT required to obtain Public Liability insurance for their hire booking. Note that this exclusion only applies to individuals for 'one off' bookings.

Non-profit organisations, businesses, companies etc. must provide evidence of current Public Liability Insurance for at least \$20M before any

booking will be finalised. This cover is required irrespective of frequency of hire (i.e. once-off, weekly, monthly etc).

Obtaining Entry to the Hall

Once the bond and hire fees have been paid in full, it is the responsibility of the Hirer to collect the keys from Emu Park library during opening hours (Monday to Friday 9am to 5pm or Saturday 9am to 12pm). Keys must be returned at end of hire. A call out fee will apply if Hirer fails to abide by the above. Any officer or employee of Council, whom the Chief Executive Officer may appoint, shall at any time be entitled to free access to any and every part of the Hall.

Equipment/Facility Assets Available

- 34 Tables
- 115 Chairs
- PA System with 2 Microphones
- Flood Lights
- Piano
- Stage
- Island Bench
- Kitchen: Double sink, Electric Stove, Fridge, Freezer, 30 Litre Hot Water Urn

Note: All crockery, cutlery and cooking needs are to be supplied by the hirer/their caterer.

Furniture & Equipment

Individual groups are responsible for setting up of furniture for their functions. Following the function all tables and chairs must be wiped clean and then stacked away neatly in correct location. Chairs are to be stacked against the eastern wall of the hall. Tables are to be stored on the trolleys and placed against the stacked chairs. No equipment should be removed from the premises. Hall Hirers are responsible for returning any hire/other equipment that they have moved or used in the Hall to its original location at the conclusion of their booking. The piano must be moved carefully from its location to ensure the Hall floors are not damaged.

Refrigeration

Please contact us 48 hours prior to your function/event if you wish to have the refrigeration turned on by Council staff.

Parking

Vehicle access to the grounds of the Hall may be made available upon request with 14 days' notice. Alternatively street parking is available.

Decorations & Stage Fittings

Bolts, nails, screws, sticky tape, blu-tac or the like shall not be driven into or used on any part of the Hall (floor, walls, stage etc.).

No stage property, electric lighting, naked lights (including candles) or any kind or articles of similar nature shall be brought into the building without the consent of an authorised Council Officer. The Hirer, at the end of the function, shall remove all such articles and property together with any fittings. No stage sets are to be fixed to the floor of the stage by nailing or screwing. All sets are to be freestanding and readily movable.

Performing Rights

Whether in the presence of an audience or otherwise, performers' rights apply to the following live performances:

- a dramatic work, or part of such a work, including a performance given with the use of puppets
- a musical work or part of a musical work
- a dance
- a circus act or a variety act or any similar presentation or show
- an expression of folklore
- a reading, recitation or delivery of a literary work or part of a literary work, or the recitation or delivery of an improvised literary work

The Hirer agrees to indemnify Livingstone Shire Council against any claim for breach of copyright or any other action herewith.

Food & Alcohol Requirements

A Food Business Licence will be required if:

- You are manufacturing and/or selling food for profit or
- You are a not for profit Hirer who will be utilising the kitchen for the sale of meals on at least 12 days each financial year

Food Business Licences should be submitted to Council no less than six weeks prior to your event. Application forms can be located on Council's website.

If you are selling alcohol as part of your booking a liquor licence may be required. For further information regarding Liquor Licensing Rules in Queensland please contact the Office of Liquor

and Gaming Regulation on 13 74 68 or visit www.olgr.qld.gov.au

Cans or plastic cups are preferred drinking containers due to the risk of injury associated with the use of glass.

Safety Requirements

The Hirer shall take responsibility for their safety and the safety of all attending said event with attention to Health and Safety Act 2011 and all subordinate legislation related to health and safety.

Hirers are required to supply their own first aid kits, which are to be fit for purpose as outlined in the First Aid Code of Practice 2014.

It is the Hirers responsibility to ensure all patrons are aware of designated emergency safety plans including exits, evacuation routes and assembly points.

Council provides the venue with fire and safety equipment, and arranges frequent inspections and servicing of all fire equipment in this facility. All fire equipment is signed with the appropriate identification sign. It is the hirer's responsibility to notify the relevant authorised Council Officer immediately if you discover any damage or missing fire equipment. Emergency replacement of fire equipment should be implemented through Council. Please refer to Appendix 1 for Fire Evacuation Procedures and Appendix 2 for Evacuation Plans; attached to this agreement.

All electrical safety issues and repairs should be undertaken through Council's approved service providers, no electrical work is to be undertaken without Council authorisation.

No additional lights or extensions from the existing electric light fittings shall be used without the prior consent of Council. Any electrical items brought into and used in the venue must have a current certified electrician's electrical safety test tag. Damage caused by uncertified equipment will result in the Hirer being accountable for repairs and costs associated with said damage.

Urns provide hot or boiling water:

- Ensure all equipment is isolated from power when not in use and especially before cleaning, maintenance, etc.
- Never heat other liquids in a hot water urn
- Do not let an urn boil dry or boil over

- Always use the shortest possible pour to minimise splashing
- Ensure steam safety valves where fitted vent away from the operator in a safe direction
- Always use the tap to draw off liquid - never pour liquid from a tilted urn

Any incident or accident sustained in the venue to persons, equipment or structure should be reported to Council. Please report any non-urgent issues through the online Customer Service portal on Council's website or by phoning 1300 790 919 or 07 4913 5000. For any urgent issues outside of office hours please call 1300 790 919 or 07 4913 5000.

Smoking & Smoke Detection Devices

Smoking is prohibited in all areas of the Hall. These areas include dressing rooms, toilets, stairwells, fire escapes, on the outside balcony and not within four (4) metres of any entry door or air intake system. It is the Hirers responsibility to ensure that smoking does not occur within the Hall Complex. The smoking area is located 4 meters outside the Hall.

Under no circumstances should smoke machines, fog machines, dry ice, or any other types of vapour producing items be utilised within the Hall. The smoke detection devices are sensitive and may result in an evacuation with the attendance of emergency services. These call outs are charged and these charges will be deducted from your security bond and may also include additional fees.

Security

It is the hirer's responsibility to ensure the security of people attending the hall. Depending on the nature of the event (e.g. service of alcohol) the hirer may wish to engage a Security Company. Every consideration must be given by people using and vacating the area to residents who live nearby in regards to minimising noise and unruly behaviour.

Fire Protection

In the event of fire or smoke visual detection phone 000 and proceed with evacuation.

If alarm sounds and panel RED FAULT LIGHT is activated, please call Council After Hours on 1300 790 919 or 07 4913 5000.

Council provides the Hall with fire and safety equipment, and arranges frequent inspections and servicing of all fire equipment in this facility. All fire equipment is sign-posted with a coloured identification sign. Hirers are to advise patrons of the fire procedures, designated emergency exits and assembly point at the commencement of your function. Please refer to Appendix 1 for Fire Evacuation Procedures and Appendix 2 for Evacuation Diagrams; attached to this Agreement.

Advise the relevant authorised Council Officer immediately if you discover any damage or stolen fire prevention equipment. Emergency replacement of fire equipment should be done through Council.

If Livingstone Shire Council deems a Hirer uses fire prevention equipment irresponsibly, the cost of making good the equipment will be deducted from the Hirer's bond.

Cleaning Requirements & Responsibilities

The Hirer is responsible for leaving the premises (including toilets) in a clean and tidy state as per the Exit Checklist (Appendix 3). Hirer shall immediately remove all rubbish, food scraps, refuse and waste matter into the wheelie bins provided prior to end of their nominated hire. No confetti, glitter or dance pops are permitted within the Hall or surrounding grounds. All liquor must be removed from the premises, fridges turned off, belongings collected and area vacated.

Any cost incurred by Council in cleaning the Hall resulting from the condition in which the Hirer left the premises shall be charged to the Hirer at the current hourly rates as per Council's fees and charges and deducted from the security bond. A minimum of two hours cleaning fee will apply, additional charges may also apply if Council cleaners are required after hours.

Cleaning Equipment – Hirers are expected to use the cleaning equipment provided to clean the Hall and leave it in the same condition as it was found. Hall Hirers are responsible for returning the cleaning equipment (e.g. mops, brooms, buckets, dustpan and broom, etc.) to the cleaning equipment storage area.

Alternatively you can engage a cleaning contractor to undertake the cleaning.

Waste Services

To assist with cleanliness and hygiene at the Hall a garbage collection will be required for all bookings where food or drinks are served. Fees for collection will be charged based on the function size. It is expected that this will occur for all dances, concerts, performances, end-of-year functions, weddings, parties, school events etc. It is a requirement upon completion of your booking that bins are taken out and placed on the kerb for collection (Hill Street). It is also a mandatory requirement that all recycling is loosely placed (don't use garbage bags) in the recycling yellow lidded bins. Items that are accepted are glass containers, clean paper and cardboard, steel and aluminium cans, and plastic containers. Items that are not accepted are plastic bags, ceramics, general waste and medical waste.

Deductions from the bond, held in trust, may apply if this is not adhered to.

Theft, Breakages & Damage

Neither Council nor its officers 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 Council against any claim by any such person, firm or corporation in respect of such article or thing.

The Hirer will be required to cover costs of all damage/ breakages incurred whilst hiring the facility except loss or damage as a result of reasonable wear and tear. If the security bond is insufficient to cover any damage/breakages that may occur, or if a bond is not held, Council will invoice the Hirer to recover these additional costs. It is the Hirer's responsibility to ensure that the conduct of people attending their function is of an appropriate manner. Destruction of property will not be tolerated.

Checklist on Exiting

Ensure the Emu Park Cultural Centre Checklist on Exiting Form (Appendix 3) has had all items on the list checked prior to leaving the Hall. Completed exit checklist is then to be left in marked tray in the kitchen. This will help ensure that the Hall is left in the required condition and assist with your post hire inspection and security bond refund.

Exiting the Hall

Check all windows and exit doors are pulled shut and secure before leaving.

Incident/Accident Reporting

Any incident or accident sustained in the Hall facility to persons, equipment or structure should be reported to Council. Please report any non-urgent issues through the online Customer Service portal on Council's website or by phoning 1300 790 919 or 07 4913 5000. For any urgent issues outside of office hours please call 1300 790 919 or 07 4913 5000.

Release & Indemnity

The Hirer indemnifies and agrees to keep indemnified the Minister, the State of Queensland, and Livingstone Shire Council (the "Indemnified Parties") against all actions, suits, proceedings, claims, demands, costs, losses, damages and expenses ("Claim") arising out of or in any way connected to or resulting from the granting of this booking to the Hirer or which is connected to or resulting from the Hirer's use and occupation of the Premises (all of which are referred to as "the indemnified acts or omissions") save to the extent that the Claim arises as a result of any negligent act or omission of the Indemnified Parties, however, any negligent act or omission of one of the Indemnified parties does not negate the indemnity to any of the other Indemnified parties.

The Hirer hereby releases and discharges the Indemnified parties from any Claim relating to the indemnified acts or omissions which may be made against the Indemnified parties, save to the extent that the Claim arises as a result of any negligent act or omission of the Indemnified parties, however, any negligent act or omission of one of the Indemnified parties does not negate the release and discharge in favour of any of the other Indemnified parties.

To remove doubt, the Hirer specifically agrees that the indemnity and release provided by the Hirer extends to any Claim arising from the use of any other area of the Trust Land/Premises by the Hirer.

APPENDIX 1 Fire Evacuation Procedures

1. Evacuation Procedures

On hearing an alarm or becoming aware of an emergency, all persons shall take the following actions:

- Leave immediately by the nearest safe exit
- Move quickly in an orderly manner, do not run

- Mobility impaired persons should evacuate immediately on becoming aware of fire and be assisted by a support person
- If safe to do so, close doors behind you
- Report to the designated assembly area located in Bell Park (refer to evacuation diagrams for location)
- Advise the hirer/event supervisor immediately if you are aware of people trapped in the building
- Do not leave the assembly area until instructed by Emergency Personnel
- If any injuries are sustained, notify the hirer/event supervisor and Emergency Personnel

2. Safety Considerations

- Remove Persons from immediate danger
- Alert all patrons and call '000'
- Confine fire and smoke. Close windows and doors. Keep low to keep under the smoke
- Extinguish and control the fire ONLY if safe to do so

3. Fire Fighting Equipment

Only personnel who are trained in the use and operation of extinguishers and hose reels should attempt to fight the fire if it is safe to do so. Before fighting a fire:

- Ensure an alarm has been raised (break the Break Glass Alarm if alarm siren is not already sounding)
- Announce a fire warning to everybody in the immediate area
- Request that someone contact hirer/event supervisor and advise on the status of the situation
- Select the appropriate fire extinguisher
- Always stay between the doorway and the fire and ensure someone backs you up with additional extinguisher

4. Fire Extinguisher Operation

To use a Fire Extinguisher, remember the PASS formula:

Pull the pin
Aim the nozzle at the base of the fire
Squeeze the handle
Sweep the fire from side to side

5. Classes of Fire

There are three main classes of fire.

Quick Guide for Fire Extinguisher Usage:

CLASS A

Ordinary free burning materials such as paper, clothing, packing material, wood and textiles. This type of fire is best combated using the following extinguishers. Hose reels can also be used on this class of fire.

Water (red or silver)

Dry Chemical Powder (red with a white band)

Foam (blue)

CLASS B

Liquids such as petrol, spirits, paint lacquers, thinners, and chemicals in liquid form. This type of fire is best combated using following extinguishers:

Dry Chemical Powder (red with a white band)

Foam (blue)

Carbon Dioxide (red with a black band)

CLASS E

Fire which originates at electrical equipment. To combat these fires, extinguishers must be non-conductors of electricity such as the following:

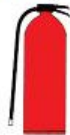




Dry Chemical Powder (red with a white band)

Carbon Dioxide (red with a black band)

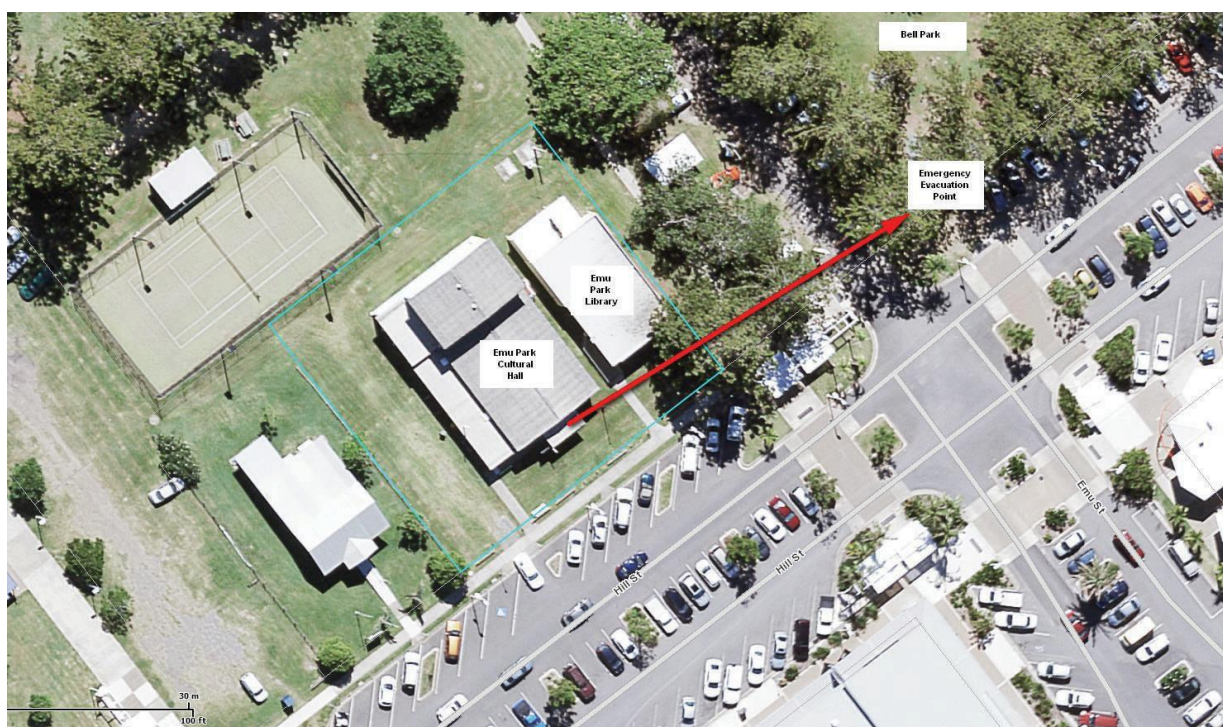
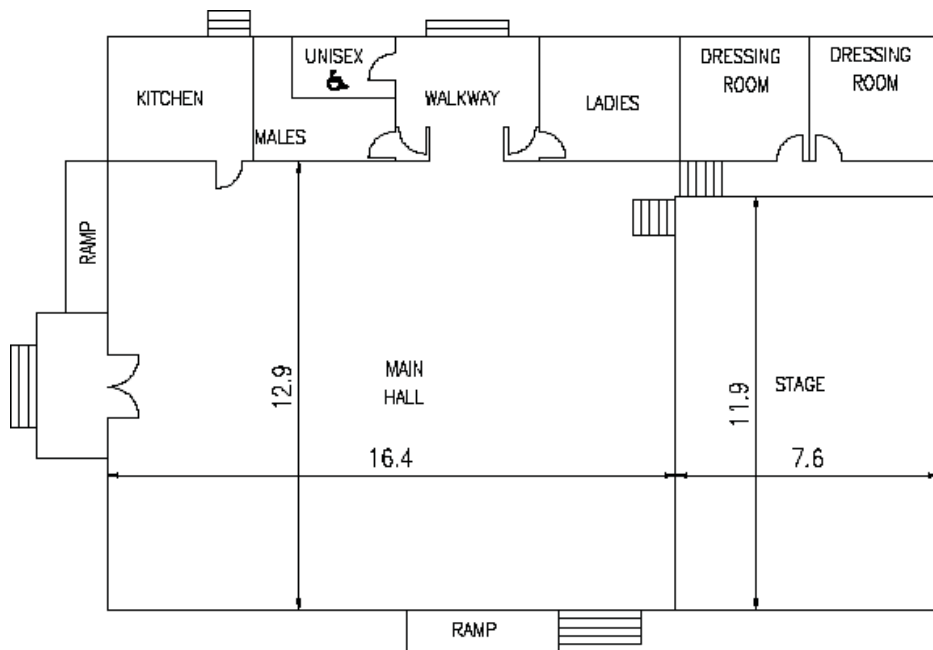
Note: AB(E) Dry chemical powder extinguishers cannot be used on oil or fires.

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6. Quick Guide for Fire Extinguisher Usage

CLASS / TYPE OF FIRE		Class "A" Ordinary combustibles (wood, paper, plastics etc).	Class "B" Flammable and combustible liquids	Class "C" Flammable gases	Class "E" Fire Involving energised electrical equipment	Class "F" Fire involving cooking oils and fats
INDICATING COLOUR	TYPE OF EXTINGUISHER	EXTINGUISHER SUITABILITY				
	<u>WATER</u>	<u>YES</u> <u>Most Suitable</u>	<u>NO</u>	<u>NO</u>	<u>NO</u>	<u>NO</u>
	<u>WET CHEMICAL</u>	<u>YES</u>	<u>NO</u>	<u>NO</u>	<u>NO</u>	<u>YES</u> <u>Most Suitable</u>
	<u>ALCOHOL RESISTANT FOAM</u>	<u>YES</u>	<u>YES</u> <u>Most suitable for alcohol fires</u>	<u>NO</u>	<u>NO</u>	<u>NO</u>
	<u>AFFF TYPE FOAM</u>	<u>YES</u>	<u>YES</u> <u>Most suitable except for alcohol fires</u>	<u>NO</u>	<u>NO</u>	<u>NO</u>
	<u>AB(E) DRY CHEMICAL POWDER</u>	<u>YES</u>	<u>YES</u>	<u>YES</u>	<u>YES</u>	<u>NO</u>
	<u>B(E) DRY CHEMICAL POWDER</u>	<u>NO</u>	<u>YES</u>	<u>YES</u>	<u>YES</u>	<u>YES</u>
	<u>CARBON DIOXIDE (CO2)</u>	<u>NO</u>	<u>YES</u>	<u>NO</u>	<u>YES</u>	<u>YES</u>

APPENDIX 2 Evacuation Plans



Council Contacts

PO Box 2292 Yeppoon Qld 4703

Ph 07 4913 5000 or 1300 790 919

Fax 07 4836 4776

enquiries@livingstone.qld.gov.au

www.livingstone.qld.gov.au

PRIVACY NOTICE Livingstone Shire Council is collecting the personal information you supply on this form for the purpose of processing your application. The Council is authorised to do this under Rockhampton Regional Council Local Law No.1 (Administration) 2011, specifically Subordinate Local Law No. 1.12 (operation of Temporary Entertainment Events) 2011. Your personal details will not be disclosed to any other person or agency external to Council without your consent unless required or authorised by law.

V4.0 – Emu Park Cultural Centre Conditions of Hire – June 2019

APPENDIX 3

Emu Park Cultural Centre Exit Checklist

TO BE COMPLETED BY HIRER PRIOR TO EXITING HALL	HIRER ✓	LSC ✓
Hall left clean and tidy. Cleaning equipment available at the back door of the hall returned after use.		
Floors swept and mopped. No chemicals are to be used on the floors, please mop with lukewarm water only.		
Toilets cleaned and hand towel bins emptied.		
Chairs and tables stacked away neatly ensuring emergency exits are left clear. Chairs are to be stacked against the eastern wall of the hall. Tables are to be stored on the trolleys and placed against the stacked chairs.		
All benches, kitchen and servery areas cleaned and surfaces wiped.		
All electrical equipment (excluding fridge) turned off at conclusion of hire.		
All hall equipment returned to its original storage location.		
All hirer's equipment, food, alcohol, decorations, crockery etc. removed from the hall prior to exiting (unless otherwise arranged).		
Rubbish removed from the hall and placed in the mobile garbage bins located out the back door of the hall on the western side. Any hazardous waste (e.g. cooking oil) removed by the hirer.		
All fans turned off at conclusion of hire.		
All lights turned off at conclusion of hire.		
All windows (including louvres) closed at conclusion of hire.		
All external doors checked and secured upon exiting.		
Completed exit checklist placed in tray in kitchen to assist with post hire inspection by Council officer.		
Key/s (and microphone if applicable) returned to Customer Support or placed in the after hours book return shoot at the front of the Library.		
Any incident or accident sustained in the venue to persons, equipment or structure should be reported to Council. Please report any non-urgent issue through the online Customer Service portal on Council's website or by phoning 1300 790 919 or 07 4913 5000. For any urgent issues outside of office hours please call 1300 790 919 or 07 4913 5000.		
We welcome any other feedback or comments:		

Date:

Contact Name:

Booking Number:

Contact Number:

Hirer: