

## GENERAL CONDITIONS OF HIRE

### GOLD COAST CENTRAL SEVENTH-DAY ADVENTIST CHURCH

The following text contains important information concerning the terms and conditions of your proposed hire. Please read carefully before completing. For any assistance you may require for Bookings details, contact the *LIFE development centre* Bookings Manager on Phone: 0449 757 401 or Email: [LDC@centraladventist.church](mailto:LDC@centraladventist.church)

#### 1. DEFINITIONS

“**Centre**” means *LIFE development centre*.

“**Premises**” means the property on which the Centre is situated, being 67 Warrener Street, Nerang, Queensland.

“**you**” or “**your**” are references to the Lessee/Hirer.

“**us**”, “**we**” or “**our**” are references to the *LIFE development centre* of the Gold Coast Central Seventh-day Adventist Church.

“**Church**” means the Gold Coast Central Seventh-day Adventist Church.

“**Bookings Manager**” means a representative from the *LIFE development centre*.

“**Centre Committee**” is a committee made up of members of the Gold Coast Central Seventh-day Adventist Church to make decisions in relation to the Centre.

“**Hire Agreement**” means the Application for Hire & Form of Agreement, together with these General Conditions of Hire.

“**Hirer**” is the Lessee described in the “Application for Hire & Form of Agreement”.

#### 2. BOOKINGS

Bookings for the Centre are processed by the Bookings Manager.

##### 2.1 HOURS OF USE

The Centre is available for hire between the hours of:

Sunday - Thursday	8.00am – 10.00pm
Friday	8.00am – 2.00pm
Saturday	7.00pm – 10.00pm

Friday bookings may be extended for specially approved events by arrangement with the Bookings Manager. Booking times must be strictly adhered to. Charges will apply for extended use of hours.

##### 2.2 APPLICATIONS

In ALL cases, applications for the use of the Centre are to be made to the Bookings Manager by written application on the Application for Hire Form provided. The Hirer shall give full particulars of the nature and purpose of the booking.

### 2.3 CONFIRMED BOOKINGS

Bookings for the Centre will not be considered as confirmed unless the conditions as contained within the Hire Agreement are complied with or until such time as the Hire Fees, Bond or any Service Charges are paid in full, in advance.

### 2.4 REGULAR BOOKINGS

The Centre does not accept permanent bookings, preferring to take regular bookings (eg daily, weekly, bi-monthly etc. but not less frequently than monthly) only to ensure that the Centre is available at all times for the staging of major and significant community/church events.

Applications for regular use of the Centre will only be accepted on the understanding that bookings of this nature may require to be cancelled/rescheduled in favour of the significant “one off” community/church event requiring the use of the Centre. This may be done at the discretion of the Centre Committee. Regular users will be afforded the maximum amount of notice possible.

### 2.5 CONDITIONS OF ALL BOOKINGS AND PAYMENTS

All bookings are to be finalised 28 days in advance and paid in FULL (including the Bond). All booking fees are to be made payable to the **Gold Coast Central Church LIFE development centre**. Direct payment can be made to Westpac Bank: BSB 034-215 Account No: 46-5660.

### 2.6 CANCELLATION OF BOOKINGS

All cancellation of bookings must be in writing, addressed to the Bookings Manager, providing the name of the Group or Organisation and the date of the booking. Where a booking is cancelled WITHIN 14 DAYS of the booked date a cancellation fee of 50% of the Hire Fee will be charged.

All regular groups must give a minimum of FOUR (4) weeks notice in writing, addressed to the Bookings Manager, to terminate the hiring of the Centre.

### 2.7 BONDS

While most Hirers leave the Centre “as found” it is the policy of the Centre for a BOND to be paid for all bookings.

- (a) Hire of Auditorium 1 and/or Auditorium 2 and/or Auditorium 3 – bond = 4 weeks rent;
- (b) Hire of Conference Room and/or Foyer and Café Bar – bond = 4 weeks rent;
- (c) When the Kitchen is booked in conjunction with any other hired room/rooms – NIL bond
- (d) Fob key deposit - \$50.00 per Fob key and gate key.

All Bonds are held in trust by the Centre at the Westpac Bank – Southport Branch. The Bond will be returned in full or part via electronic bank transfer to a nominated bank account within SEVEN (7) days of the termination of the hire. Should there be deductions for breakages/damages etc. such deductions will be itemised. Should the Hirer be aware of any breakages/damages the Hirer must promptly notify the Bookings Manager of such breakages/damages.

### 2.8 RETURN OF BONDS

You will be entitled to a return of the Bond if you:

- (a) return all keys to the Booking Manager;
- (b) leave the Centre in a clean, neat and tidy condition, including removing all rubbish and taking away any personal items;
- (c) do not damage any part of the Centre, including any furniture, equipment and fittings; and
- (d) turn **OFF** all utilities and other services.

All or a part of the Bond will not be returned to you if one or more of the requirements are not fulfilled.

## **2.9 RENTAL FEES**

As of 1 January of each year, the rental fees will be increased in accordance with the Consumer Price Index for Brisbane, Queensland.

## **3. REFUSALS/CANCELLATIONS BY LIFE DEVELOPMENT CENTRE**

The refusal of an Application for a booking may be authorised by the Centre Committee at its discretion. Notwithstanding that the booking of the Centre may have been entered into in accordance with these conditions and that the Hire Charge and the Bond may have been paid, it shall be in the power of the Centre Committee to cancel the hiring and direct the return of the Hire Charge and the Bond to the Hirer.

Cancellation or refusal to hire by the Centre Committee will occur if:

- (a) there be any likelihood that damage may be caused to the premises or any part of the Centre;
- (b) the organisation or advertising for or the manner in which any performance or use is being conducted or is proposed to be conducted, is of a scandalous, libellous or obscene character; or
- (c) there exists an emergency due to an actual imminent occurrence that causes or threatens to cause loss of life or injury or distress to persons or threatens the safety of any person or destruction of or damage to property.

In this instance the Hirer will have no claim at law or in equity for loss or damage in consequence thereof.

## **4. USE OF CENTRE**

Bookings for the Centre are processed by the Bookings Manager.

### **4.1 CLEANING**

To avoid any additional charges the Hirer must leave the Centre in a "HOW YOU FOUND IT" condition.

### **4.2 DAMAGE**

The Hirer must ensure that no part of the Centre, including floors, walls, blinds and curtains, fittings and furniture, windows and external features, is in any way damaged or defaced. Nails and other fitting and hanging devices which in any way leave a mark on the Centre are absolutely prohibited.

Any property belonging to the Centre or located in the Centre at the commencement of the period of hire and which does not belong to you or your guests must not be removed from the Centre.

### **4.3 COMPLIANCE WITH LAWS**

The Hirer must comply and ensure your guests comply with all applicable laws and the lawful directions of any government authorities, including the police, fire authorities and local councils.

### **4.4 FOOD PREPARATION AND CLEANING**

Preparation of food and beverages must be confined to kitchens and designated areas. All kitchen and cooking facilities and preparation areas must be thoroughly cleaned and disinfected and left free of stains and rubbish. There are no BBQs available at the Centre. However, on request and with the consent of the Bookings Manager, the Hirer may provide their own.

### **4.5 ADVERTISING**

No advertising of any description or kind shall be permitted upon or in any part of the Centre or approaches thereto, except on the notice board or posters provided with the approval of the Centre Committee. If the Centre Committee is of the opinion that any notice exhibited is for any

reason unsuitable or inappropriate, the Hirer may be required to either remove or alter the device in question.

#### **4.6 YOUR RESPONSIBILITIES**

During your period of hire you must:

- (a) ensure all children under your control and present at the Centre are fully supervised and kept safe;
- (b) prohibit and make clear to all guests that smoking and the consumption of alcohol and other dangerous drugs is absolutely prohibited at the Centre;
- (c) observe any procedures and directions we give relating to the safe use of the Centre, including evacuation in the case of fire and other emergencies and the provision of first aid;
- (d) not use any open flames or other incendiary devices unless we otherwise agree;
- (e) only use decorations which do not damage any part of the Centre and do not present a fire hazard or risk;
- (f) ensure only that number of guests attend your function as are specified on your Hire Application Form or as applicable fire regulations permit; and
- (g) ensure all guests behave appropriately and do not engage in offensive behaviour or illegal conduct of any kind.
- (h) No form of gambling is permitted within or around the Centre.

#### **4.7 NOISE POLLUTION**

All Hirers are to respect our neighbours and keep noise to a minimum. In the absence of instructions from us regarding noise, noise must be kept within State noise guidelines.

The Centre must be vacated by 10.00pm.

The Hirer will be responsible for any fines that the Centre may receive if the police are called because of excessive noise.

The Hirer will co-operate fully with police and other authorities with any directions because of excessive noise at the Centre.

#### **4.8 PUBLIC INSURANCE COVER**

It is the responsibility of the Hirer to arrange:

- (a) Public Risk Insurance cover for the duration of the hire. A copy of the Lessee's Certificate of Currency is to be attached to the Application to Hire. The Certificate of Currency must evidence that the Public Liability Insurance held by the Hirer is an amount of not less than \$5 million and must state that the Australasian Conference Association Ltd, the legal owner of the Centre, is also covered in relation to the use of the Centre; and
- (b) Workers' compensation insurance as required by law in respect of any of your employees or contractors (if applicable) using the Centre.

#### **4.9 INDEMNIFICATION**

The Hirer will indemnify us from and against all action, claims, demands, expenses, losses, damages and other costs (including legal fees on a full indemnity basis) we may sustain or incur arising out of or in connection with your hire of the Centre, save only to the extent any loss or damage is properly attributable to negligence or fault on our part.

**PUBLIC SAFETY: FIRE EXTINGUISHERS AND FIRE EXITS (INCLUDING PASSAGEWAYS) MUST BE CLEARLY VISIBLE AND NOT OBSTRUCTED IN ANY WAY WHATSOEVER.**

**5. EQUIPMENT OWNED/NOT OWNED BY THE CENTRE**

**5.1 EQUIPMENT**

Any equipment brought into the Centre **MUST** be removed on completion of the hire period.

**PLEASE NOTE:** Any person contracted to bring equipment into the Centre on behalf of the Hirer **MUST** use trolleys if it cannot be carried. Likewise, if the contractor should interfere with equipment owned by the Centre and cause damage, **ALL DAMAGE MUST BE REPORTED IMMEDIATELY TO THE BOOKINGS MANAGER** so repairs can be arranged.

The Centre Committee reserves the right to deduct from the Bond the cost to repair/replace items damaged as a direct result of the activities related to the event staged. All repairs/replacements will be carried out, or arranged to be carried out by the Centre Committee.

**REMOVAL OF ANY ITEMS OWNED BY THE CENTRE WILL BE REPLACED FROM YOUR BOND AND POSSIBLE POLICE ACTION TAKEN AT THE DISCRETION OF THE CENTRE COMMITTEE.**

**5.2 ACCIDENT, DAMAGE OR LOSS**

The Hirer will be liable to make good any loss or damage to the Centre, the surrounding property, furniture, appliances or apparatus occurring during the period of hire. Damage will be deemed to include articles chipped or cracked.

The Hirer shall be responsible for any accident, loss, damage or injury sustained by any person or persons using the Centre during the period of hire notwithstanding that it arose from or by reason of any defect in the furniture, fittings or other accessories of any kind whatsoever or otherwise.

A signed Hire of Agreement shall be deemed to indemnify Australasian Conference Association Ltd against all claims and demands made or costs or expenses incurred in connection therewith.

The Church or Australasian Conference Association Ltd shall not be held responsible in any way for any damage to or loss of any property placed in the Centre by the Hirer, nor for any loss occasioned by the Hirer through accident or failure of the electricity or other plant by any unavoidable cause.

**6. FOB KEYS AND SECURITY**

**6.1 FOB KEYS**

Access Fob keys for the Centre are only issued to Regular Hirers by arrangement with the Bookings Manager. A \$50.00 deposit per Fob key and gate key is required. This deposit will be refunded in full on return of the Fob keys to the Bookings Manager at termination of the booking.

**6.2 SECURITY**

Security of the Centre is the responsibility of the Hirer at all times during the period of hire.

**7. USE OF CAR PARK**

The Hirer will have the use of the car park. No responsibility is taken for any damage or loss of property from vehicles either on the premises or surrounding premises.

**8. CONDITIONS OF HIRE**

**8.1** The Hirer will permit Australasian Conference Association Ltd, or any other Authorised Officer(s), Servant(s) or Agent(s) of Australasian Conference Association Ltd or the Church at any time, and from time to time to enter upon the premises or any part thereof.

- 8.2 The Hirer will comply with any requirement or direction made or given by Australasian Conference Association Ltd or its representatives.

Any authorised representative of Australasian Conference Association Ltd, or the Church shall be at liberty to suspend and/or control to any extent and any way deemed necessary, any use, performance, matter or proceeding which is judged to be not in accordance with the provision of the Hire Agreement without rendering Australasian Conference Association Ltd or any Officer(s), Servant(s) or Agent(s) liable for damages in respect of such suspension and/or control.

- 8.3 The Hirer shall not hinder or obstruct or permit or suffer to be hindered or obstructed any member of the Queensland Police Force in the exercise or discharge of his/her duties on the premises. (refer to ***Police Powers and Responsibilities Act 2002***).

- 8.4 The Hirer will not infringe or breach or permit or suffer to be infringed or breached any copyright performing right or any other protected right in connection with any performance or use of the Centre.

In the case of the showing of films, an exception from the requirements of the Picture Theatre and Films Act 1946 – 1969 must be obtained by the Hirer from the Picture Theatre and Films Commission, PO Box 31, North Quay, Brisbane.

The Hirer shall indemnify Australasian Conference Association Ltd, the Church and the Centre against any action taken against the Australasian Conference Association Ltd, the Church and the Centre as a result of any such breach.

- 8.5 The Hirer shall not do or suffer to be done any act, matter or thing in or about the Centre whereby any license or permit in respect of the supply of drinks, food and other commodities may be or become liable to be forfeited or suspended or renewal thereof refused.

Again, this is an alcohol free zone. No alcohol shall be brought onto the premises in any form, neither shall it be consumed either within the building or in the car park, garden or any other place within the premises.

- 8.6 The Hirer shall not bring or permit any explosives or inflammable liquids of whatsoever kind or nature to be brought into or used in the Centre or surrounding property and shall not use or permit to be used naked lights in any part of the Centre or surrounding property and shall, nor allow or permit any act of performance in the Centre which could cause injury to any person or persons.

- 8.7 The Hirer shall at all times ensure that any person or persons engaged or employed by them at the premises shall be fully covered by a Workers Compensation Policy and shall, if required, produce evidence of such cover to the Bookings Manager.

- 8.8 The Hirer will conform to any additional conditions of hiring that Australasian Conference Association Ltd, or its agents, may deem necessary.

## 9. LEAVING THE CENTRE

Upon leaving the Centre, you must ensure:

- (a) all tables and chairs are wiped clean and returned to their original positions or other designated areas;
- (b) all decorations are removed;
- (c) all kitchen benches are wiped clean and disinfected;

- (d) all crockery and other kitchen and cooking equipment (if made available) is washed, dried and put away;
- (e) all food and other rubbish is placed in bins provided at the Centre;
- (f) all personal belongings are removed from the Centre;
- (g) all heating, air conditioning and switches have been turned off;
- (h) all lights are turned off;
- (i) all windows and doors are locked and secured;
- (j) any Fob key or keys provided are turned to the Bookings Manager or as directed;
- (k) any damage to the Centre is reported to the Bookings Manager.
- (l) main gates to be locked on exiting from the Premises.