

Building and Equipment Hire



Conditions of Hire

March 2020

1. DEFINITIONS

- 1.1. Conditions of Hire means the terms and conditions upon which the Church hires the Hire Area to the Hirer as detailed herein and includes each and every direction, procedure, safety instruction, and requirement contained including those in any related appendix annexed thereto.
- 1.2. The Church means Rockhampton Baptist.
- 1.3. The Premises means 650 Norman Road Norman Gardens Queensland 4701 and all fixtures and fitting located thereon.
- 1.4. Hire Area means that part of the Church's building and associated equipment which is subject to the hire agreement as detailed in the booking form.
- 1.5. Hirer means and includes all representative of the company or organisation the name of which is set out on the booking form and any person whether as an employee or authorised agent who enters into this Agreement on behalf of such company or organisation.
- 1.6. Authorised Representative means the Senior Pastor or any duly authorised representative of the Church who the Senior Pastor may appoint.

2. GENERAL

- 2.1. The Church reserves the rights to refuse hire to any person or group who does not comply with any of the following Conditions of Hire.
 - 2.1.1. The Church grants the hire of its building and associated equipment in whole or part subject to the Church receiving a completed Hire Agreement from the Hirer.
 - 2.1.2. It is the Hirer's responsibility to ensure the following:
 - 2.1.2.1. The Hire Area is left clean and tidy;
 - 2.1.2.2. Any spillage on the floor is appropriately cleaned;
 - 2.1.2.3. All air-conditioning units fans and lights are turned off on exiting the Premises;
 - 2.1.2.4. All decorations and other items that are not the property of the Church are immediately removed after the function or by other arrangement with the Church;
 - 2.1.2.5. Ensure Premises is locked securely on exiting (all windows and doors); and
 - 2.1.2.6. Report any damage, breakages, blown light bulbs, dripping taps, etcetera to the Church on (07) 49 113 113 or via email to office@rockybaptist.org.au.
 - 2.1.3. The Church 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 Premises and hire area by the Hirer whether such loss occurred naturally negligently or otherwise.

3. FEES AND CHARGES

- 3.1. A completed booking form must be provided to the Church.
- 3.2. All fees and charges are due and to be paid within fourteen (14) working days prior to an approved booking.
- 3.3. Tentative bookings will only be taken on the understanding that should another Hirer require the same hire area date and time then the Hirer for the tentative booking will be contacted to confirm their booking at which time the hire fee must be paid failure to pay the fee within forty-eight (48) hours after such contact will result in cancellation of the tentative booking.
- 3.4. A security bond applies to all bookings and shall be in accordance with the Church's fees and charges.
- 3.5. The Church shall hold the bond as security for the hire period by the Hirer of its obligations and may apply the whole or part of the bond at any time against monies due but unpaid or any expenses loss damage or

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cleaning costs incurred by the Church as a result of the failure of the Hirer to properly follow its obligations outlined in this hire agreement.

3.6. All charges where an hourly rate applies shall mean per hour or part thereof.

4. OBTAINING ENTRY TO THE CENTRE

4.1. Access to the hire area will be provided as per the details outlined in an approved booking form.

4.2. Access will be arranged by the Office Manager as per an approved booking form.

4.3. Keys must be returned within twenty-four (24) hours of the end of the hire unless otherwise prior approval is provided by an authorised representative of the Church failure to do so may result in additional charges.

5. FURNITURE AND EQUIPMENT

5.1. Electrical safety should receive high priority to avoid exposure to the risk of electric shock and the consequences of receiving an electric shock.

5.2. It is the hirer's responsibility to ensure equipment fixtures and fittings are returned to the location from where they were at the commencement of the hire unless otherwise agreed by the Church failure to do so may result in additional charges.

5.3. Faulty damaged or unserviceable equipment fixtures or fittings must not be used and must be reported to an authorised representative of the Church immediately.

6. SAFETY REQUIREMENTS

6.1. The Hirer must comply with all requirements of the *Workplace Health & Safety Act (2011)* in particular Section 29 which states:

6.1.1. 29 Duties of other persons at the workplace:

A person at a workplace, whether or not the person has another duty under this part, must—

(a) take reasonable care for his or her own health and safety; and

(b) take reasonable care that his or her acts or omissions do not adversely affect the health and safety of other persons; and

(c) comply, so far as the person is reasonably able, with any reasonable instruction that is given by the person conducting the business or undertaking to allow the person conducting the business or undertaking to comply with this Act.

6.2. The Hirer is to comply with all requirements of the *Electrical Safety Act (2002)* in particular Section 40 which states

6.2.1. 40 Duty of other person:

This section applies to a person at a place where electrical equipment is located, whether or not the person has another duty under this part.

The person must—

(a) take reasonable care for the person's electrical safety; and

(b) take reasonable care that the person's acts or omissions do not adversely affect the electrical safety of other persons; and

(c) comply, so far as the person is reasonably able, with any reasonable instruction that is given by the person in control of the electrical equipment to allow the person to comply with this Act.

6.3. It is the Hirers responsibility to advise patrons and participants at the beginning of their event or function of the location of suitable fire exits and evacuation methods.

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- 6.4. Hirers should be aware that special obligations under the *Workplace Health & Safety Act (2011)* apply to temporary displays at exhibitions trade shows etcetera and accordingly hirers should ensure that they have appropriate Workers Compensation Insurance cover and Public Liability Insurance to cover workers patrons and participants accordingly.
- 6.5. The Hirer is to ensure that all safety procedures provided by the Church are strictly adhered to so that the health and safety of all persons is ensured where practicable.
- 6.6. No additional lights or extensions from the existing electric light fittings shall be used unless prior approval is provided an authorised representative of the Church.
- 6.7. Any electrical items brought into and used in the hire area or premises must have a current certified electrician's 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 fire and / or damage.
- 6.8. All hirers are required to give workers patrons and participants a basic outline of fire exits and evacuation procedures at the commencement of the function.
- 6.9. In the event of a fire Evacuation Procedures signed throughout the premises should be complied with.
- 6.10. Glass is not permitted to be used in any part of the hire area or premises unless prior approval is provided by an authorised representative of the Church.
- 6.11. Cans or plastic cups are the only drinking containers allowed to be used due to the risk of injury associated with the use of glass.
- 6.12. No person is to walk on or conduct any work on the roof of the hire area or premises at any time as part of the hire unless prior approval is provided by an authorised representative of the Church.
- 6.13. Hirers are required to supply their own first aid kits – for more information please refer to the Workplace Health and Safety Queensland <http://www.deir.qld.gov.au/workplace/subjects/firstaid/index.htm>
7. **BREAKAGES AND DAMAGES**
 - 7.1. The hirer will be required to cover costs of all damage and breakages incurred whilst hiring the hire area except loss or damage as a result of reasonable wear and tear.
 - 7.2. It is the hirer's responsibility to ensure that the conduct of workers patrons and participants attending the premises and hire area are of an appropriate manner and demeanour – destruction of property will not be tolerated.
8. **NOISE LEVELS**
 - 8.1. The Church requires that hirers abide by the following maximum noise levels allowed:
 - 8.1.1. Up to 2200 hours – 80dB(A); and
 - 8.1.2. After 2200 hours – no audible noise.
 - 8.2. Fines of up to \$1,500 may apply and further bookings may not be accepted if these levels are breached.
 - 8.3. Every consideration must be given by workers patrons and participation using and vacating the premises and hire area to the residents who live nearby in regard to minimising noise and unruly behaviour.
9. **LATE FUNCTIONS**
 - 9.1. Evening functions are not permitted to continue past 2200 hours unless prior approval is provided by an authorised representative of the Church.
 - 9.2. Function organisers are requested to ensure that attendees are aware of this condition of hire.

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10. CLEANING REQUIREMENTS

- 10.1. The Hirer is responsible for leaving the premises in a clean and tidy state and shall immediately remove all rubbish food scraps refuse and waste matter into the wheelie bins provided.
- 10.2. All cardboard cartons are to be squashed or torn into smaller pieces to allow rubbish to fit into the recycle bins easily and prevent litter blowing around the premises and hire area as well as surrounding properties.
- 10.3. The hire area must be cleaned at the time of close of the function with all equipment posters decorations and other materials brought by the hirer must be removed from inside the premises unless prior approval is provided by an authorised representative of the Church failure to do so may result in additional charges.
- 10.4. The hire area floors must be fully cleaned and where there is a spillage must be appropriately rectified.
- 10.5. All benches and counter tops in the hire area are to be cleaned.
- 10.6. All of the Church's cleaning equipment and materials if used by the hirer is to be returned neatly to the store room where it was obtained.
- 10.7. No confetti or glitter is permitted within the premises or surrounding grounds.
- 10.8. Any cost incurred by the Church in cleaning the hire area or premises resulting from the condition in which the hirer left the hire area or premises shall be charged to the hirer at the current hourly rates as per the Church's fees and charges.
- 10.9. Any cost incurred by the Church in removing rubbish from the hire area or premises and placing it into the wheelie bins provided which has resulted from the condition in which the hirer left the hire area or premises shall be charged to the hirer at the current hourly rate as per the Church's fees and charges.

11. DECORATIONS AND FITTINGS

- 11.1. No bolt nail screw sticky tape blu-tac or similar must be driven into or used on any part of the hire area or premises nor shall any placard or other article be fixed thereto unless prior approval is provided by an authorised representative of the Church.
- 11.2. At the end of the function the hirer shall remove all such articles and property together with any catering appliances or fittings.

12. SMOKING

- 12.1. Smoking is prohibited in all areas of the hire area and building.
- 12.2. Smoking must not be allowed within four (4) metres of any entry door or air intake system.
- 12.3. The hirer remains responsibility to ensure that smoking does not occur within the building.

13. LIQUOR

- 13.1. The sale storage or service of liquor on the premises is forbidden at all times.

14. INCIDENT/ACCIDENT REPORTING

- 14.1. Any incident or accident sustained due to facility or equipment should be accurately reported on an Incident Report Form and provided to an authorised representative of the Church.

15. FIRE PROTECTION

- 15.1. The Church provides the Premises with fire and safety equipment and arranges frequent inspections and servicing of all fire equipment in the hire area and premises.
- 15.2. All fire equipment is sign-posted with a coloured identification sign.

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- 15.3. Hirers should briefly advise workers patrons and participants of the fire procedures exits and assembly points at the commencement of the function.
- 15.4. Hirers must advise an authorised representative of the Church immediately if any damage to or misplaced fire prevention equipment is discovered.
- 15.5. If a Hirer uses fire prevention equipment irresponsibly the cost of making good the equipment will be deducted from the bond.

16. FREE ACCESS

- 16.1. Any worker or representative of the Church whom an authorised representative of the Church may appoint shall at all times be entitled to free access to any and every part of the hire area and premises.

17. DISPUTES

- 17.1. In the event of any dispute or difference arising as to the interpretation of these conditions or of any matter or thing contained therein the decision of an authorised representative of the Church thereon shall be final and conclusive.

18. PUBLIC LIABILITY INSURANCE

- 18.1. The hirer must prior to the hire provide the Church with a copy of its certificate of currency for a minimum of \$20,000,000 public liability insurance where the policy cover is current for the duration and scope of the hire.
- 18.2. The policy must clearly state the hirer – the hirer must ensure disclosure of the full scope of activities throughout the hire to its insurer and confirming adequate cover is provided.
- 18.3. The Church takes no responsibility for actions activities or management of the hire area or premises during the period of hire.

19. ACTS AND REGULATIONS

- 19.1. The hirer and any activities or services provided by any worker contractor patron or participant arranged by the hirer shall conform to the requirements of the *Health Act (1937) Workplace Health & Safety Act (2011) Electrical Safety Act (2002)* and any Local Law or Regulation made thereunder and shall be liable for any breach of such
- 19.2. All other statutory rules provisions and regulations of the Commonwealth of Australia or State of Queensland for the time being in force must be complied with by the hirer and the notices given to the proper officers.

20. OBSTRUCTIONS

- 20.1. The hirer shall comply in every respect with legislation codes and or Australian Standards with regard to public buildings for the prevention of overcrowding and obstruction of gangways passages corridors fire exits or of any part of the hire area or premises.
- 20.2. Any person causing an offence against such regulations shall be removed from the hire area and premises.

21. ASSIGNMENT

- 21.1. Hirers that are granted permission to use a hire area within the premises in whole or part shall not assign the right of use to any other person organisation or body.

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22. ADULT SUPERVISION

- 22.1. The hirer must ensure the booking form and responsibility for ensuring the conditions of hire are adhered to and whose signature appears on the booking form must be at least twenty-one (21) years of age.
- 22.2. The hirer must ensure adult supervision is provided at all times throughout the hire period appropriate for the individual event or activity undertaken by the hirer.

23. THEFT AND DAMAGE

- 23.1. Neither the Church nor its representatives 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.
- 23.2. The hirer hereby indemnifies the Church against any claim by any such person firm or corporation in respect of such article or thing.

24. REFUSAL TO GRANT HIRE

- 24.1. It shall be at the total discretion of the authorised representative of the Church to refuse to grant the hire of the premises in any case and 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 the authorised representative of the Church shall have the power to cancel such permission and direct the return of the fees and deposits so paid.
- 24.2. The hirer hereby 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 inequity for any loss or damage in consequence thereof.

25. GOOD ORDER

- 25.1. The hirer shall be responsible for the full observance of these conditions and for the maintenance and preservation of good order in the hire area and premises throughout the whole duration of the period of hire.
- 25.2. No spitting obscene or insulting language or disorderly behaviour or damage to property shall be permitted in any part of the hire area or premises.
- 25.3. The hirer shall prevent excessive noise from emanating from the public address system used in the hire area and premises.

26. SECURITY

- 26.1. The hirer is responsible for the provision of adequate security during their hire period to prevent theft and / or damage to the hire area and premises or equipment and materials therein.
- 26.2. Hirers are required to check that all doors and windows are locked and secure prior to vacating the hire area or premises failure to do so may result in Hirer being refused access to the hire area of premises for future events.
- 26.3. Any damage or theft which occurs due to the above checks not being undertaken may result in repair costs being invoiced to the hirer.