

Hire Information and Conditions

Koah Sports and Social Club (KSSC) Management Committee (the Committee) and Mareeba Shire Council (Mareeba SC) grants the hire of the Facility subject to the following conditions. The Hirer shall be responsible for the observance of these conditions and for the maintenance of good order at the Facility throughout the period of use.

APPLICATION and FEES

- Application to hire the Hall, grounds or kitchen is made using the *Hire Application and Agreement* form. This is available from the Hall Caretakers, who are responsible for the day-to-day running of the Facility, via the email / phone number above, or in person at the Hall. Also available is a list of *Supporting Documents*, such as permits, that may be required, with links and information on where to access them.
- The *Hire Application and Agreement* and supporting documents are to be completed and submitted by an adult (21 years and over) who will be responsible for supervising the function.
- Hirers must ensure that the Hire period applied for allows enough time for set up, pack down and clean up.
- Information on current fees payable is available from the Caretakers. For one-off Hires, fees are payable prior to setting up. Recurring Hires may be invoiced at the end of each month, payable within 15 days; and may be cancelled by the Committee if payments are not received in reasonable time.
- Caretakers or Hirers may refer to the Committee (contactable via email above) decisions regarding applications for recurring or unusual Hires as well as amendments to existing Hires. Sufficient time must be allowed for the Committee to consider and communicate a response in these cases.

Security Bond

- \$200 (for events of less than 100 people) or \$500 (for more than 100 people) to be paid in cash by the Hirer when arriving for the Hire.
- A *Noise Abatement Checklist* must be completed in advance for any hire that extends beyond 10pm. The cut-off time for music and vocal noise audible beyond the boundary of the Facility is 12 midnight. Failure to respect this will result in the forfeit of the Hirer's bond, and the Hirer will not be able to book the Facility for further events.
- The bond will be refunded at the end of the Hire if:
 - there is no breach of these conditions
 - there is no damage to the building, fittings or furniture
 - the area is vacated by the nominated time
 - Noise Abatement requirements are met
 - the Facility is left clean to the standard described in the *Pack down Checklist* (available at the Hall), If the Facility is left in an unsatisfactory state, a cleaning fee of \$50 p/h will be deducted from the Hirers bond.
- For regular/recurring events, bond arrangements may be varied at the discretion of the Caretakers or the Committee.

KEYS AND ACCESS

- Caretakers or their delegate will unlock and lock the Hall for short/day hires. For longer events, keys may be issued/returned by arrangement.
- If you require help or assistance from onsite Caretakers within business hours (9am to 7pm) phone the Caretaker phone number above or go to the Caretakers' accommodation at the rear of the Hall. Please knock or call loudly as their trucks are soundproofed. For emergency after business hours please only contact via phone.
- Generally, Caretakers do not enter the Hall during a Hire. However, they or members of the Committee or other employees or agents of KSSC or the Mareeba SC are entitled to access any and every part of the Facility in the course of their duties.
- Hirers granted permission to use the Facility shall not assign the right of use to any other person or organisation.
- Hirers shall only be entitled to use the part or parts of the Facility on the dates and times set out in their Application. KSSC reserves the right to permit any other portion of the Facility or grounds 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 the KSSC may at its discretion allow other individuals and groups to have casual use of the premises.

CANCELLATIONS and AMENDMENTS

- Cancellation of a Hire by the Hirer should be made at least 48 hours in advance, or the Hire Fee may be charged.
- To cancel, please phone/message the Caretaker then follow up by email to the address above.
- The Committee reserves the overall right to refuse, amend or cancel a Hire at its discretion.
- To encourage the community and social availability of the facility, KSSC may amend or cancel particular instances of a recurring Hire in favour of and not limited to, bookings such as to special events, social functions, fundraisers, seasonal celebrations and the like.
- Caretakers or the Committee will endeavour to give two weeks courtesy notification of any such amendment or cancellation where possible.
- As weekend (Friday 3pm till Sunday evening) is the high demand period for such events, any Hirer who desires consistency of timeslot is recommended to apply for a timeslot outside of these weekend times. Some or all Hires/times during the weekend may be displayed in the Hall calendar as 'potentially bookable'.
- The Committee reserves the right to review or cancel recurring hires if more than 25% of hires over a 2-month period are unused.
- If the Hirer commits, permits or allows any breach or default in the performance and observance of any of these conditions the Committee may terminate the permission to use the premises and the Hirer shall immediately vacate the premises and the security deposit shall be forfeited.
- The Hirer hereby agrees in such cases to accept the same and shall be held to have consented to such and to have no claim at law or in equity for any loss or damage in consequence thereof.

CONDUCT OF HIRES

- People at or associated with the Hall are to be treated with courtesy both in person and in written communications. Behaviour such as harassment, intimidation, bullying, or unwelcome conduct of a sexual nature, towards KSSC or any person associated with the Hall will not be tolerated and may lead to termination of Hire and refusal of future Hires.

- The Hirer shall accept full financial responsibility for damage to the property of Mareeba SC, the Hall and other users, except for normal wear and tear. The floors, walls, curtains or any other part of the building, fittings or furniture shall not be removed, broken, pierced by nails, staples, screws or in any other way damaged.
- The Hirer must ensure that any stage equipment, furniture, decorations, electrical lighting or articles of similar nature brought into the building cause no damage.
- All electrical appliances or equipment brought onto the premises by the Hirer must be tested and tagged. The Hirer shall not use any electrical equipment in the Facility that overloads the cable switchboards or sub-boards through which electricity is conveyed to or through the Facility.
- The Koah Hall piano and pool table must not be moved from their position, unless under the supervision of the Caretakers. Upon the return of the piano to its original position the Caretakers shall arrange for the tuning of the piano at the expense of the Hirer.
- The games equipment shall be left in good working order. Any broken or misplaced balls, bats, racquets, pool table felt, cues, tennis or table tennis nets shall be charged to the Hirer. If the Hirer does not want use of these items within the Hire of the Hall, it is the Hirer's responsibility to put them out of their guests reach.
- No game of chance, at which either directly or indirectly money is passed as a prize, shall take place in any part of the premises, with the exception that this clause shall not prevent the Hirer using the premises for games of Bingo or equivalent, providing relevant permits have been obtained.
- The Hirer shall conform to the requirements of any relevant public health and local government related State legislation, subordinate legislation and associated local laws made thereunder, and shall be liable for any breach of legislation. 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 user and the notice given to the proper office. It is the Hirer's responsibility to inform themselves of the relevant laws and regulations as may apply and ensure they operate accordingly.

Safety and Environment

- Safety/floor mats may be used by Hirers for their intended purpose or as sound abatement by arrangement with the Caretakers. If not required they may be moved by arrangement with Caretakers, and should be replaced in position near the stage as part of pack down. They are not to be used or played on at their storage location as this can be dangerous. No food, drink or outdoor shoes should be used on the mats.
- No smoking in the Hall, or within 5m of doors and 10m from children's playground. Please ensure butts are removed from the grounds with any other rubbish.
- KSSC does not allow single-use plastics to be used at the Facility.
- Mareeba SC does not equip any of its public facilities with first aid kits. The Hirer is responsible for providing their own first aid supplies.

STORAGE and LEFT ITEMS

- Hirers shall remove their equipment and property at the end of the Hire period, unless specified storage is arranged with Caretakers; which may require approval from the Committee. Any such approval will be made in writing and may be dependent on conditions which could include, but is not limited to, the Hirer providing lockable storage, labelling or shelving for their equipment. Any equipment left without prior arrangement must be removed from the premises at Caretaker's request.
- The KSSC accepts no responsibility for any stored equipment or other property brought onto or left at the premises and all liability for loss, theft or damage is hereby excluded.
- The KSSC may dispose of items left without prior arrangement, lost property and uncollected items after 30 days at its discretion.

FEEDBACK and REPORTING

- Feedback, suggestions for improvement or reporting issues with the Facility or Hires can be taken to the Caretakers directly, or via email to the Committee who will respond in accordance with their *Feedback, Issue Reporting and Complaints Procedure*.
- *Feedback and Incident Report* forms are available at the Hall, or by email.
- All incidents such as damage to people or property, accidents, dangerous situations or near misses that occur during Hires should be reported as soon as possible.
- In the event of a complaint, dispute or difference arising as to the interpretation of these conditions, or of any matter or thing contained therein, the decision of the Mareeba SC thereon shall be final and conclusive.

INSURANCE and INDEMNITY

- All Hirers are required to have Public Liability Insurance appropriate to their Hire as described below.
- Mareeba SC offers Casual Hire Liability Insurance to non-commercial, individual, irregular Hirers (no more than ten Hires over twelve months). This cover is not provided for incorporated bodies or any event for which a fee is charged regardless of any profits made or where all profits are donated to a charity. If you meet these criteria, please complete the Mareeba SC *Casual Hirer of Council Facilities Liability Insurance Acknowledgement & Declaration Form* (available from Caretakers or online) and submit to Mareeba SC.
- A Hirer other than a *Casual Hirer* shall take out and keep current during the period of hire a liability insurance policy, insuring for a sum of not less than ten (10) million dollars the Hirer against all actions, costs, claims, charges, expenses and damages whatsoever which may be brought or made or claimed against the Hirer arising out of or in relation to the hiring arrangement.
- Proof of this policy must be by way of a Certificate of Currency which must be attached to the *Application and Agreement*, and form part of the agreement. Mareeba SC requires the policy should note the Mareeba SC as an 'Interested Party'. Until proof of cover is received permission to use the Facility/location will be denied.
- The Hirer agrees to indemnify, and keep indemnified, and to hold harmless the Mareeba SC, 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.
- Neither the Mareeba SC 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 the Mareeba SC against any claim by any such person, firm or corporation in respect of such article or thing.

REVISION OF CONDITIONS

- The Conditions of Hire may be amended by the Committee from time to time.
- The Version deemed current by the Committee at the time of the Hire applies to that Hire and Hirer, notwithstanding that an earlier version may have been current at the time of booking.
- The Committee will endeavour to notify Hirers of updates to the Conditions of Hire; for example by posting notification at the Hall or online. However, it is the responsibility of the Hirer to understand the Conditions applicable at the time of their Hire.