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CONDITIONS OF FUNCTION ROOM HIRE

The Corporation of the Trustees of the Roman Catholic Archdiocese of Brisbane trading as St Joseph's Gayndah (hereinafter referred to as "the Corporation"), grants the hire of the Gayndah Arts & Culture Centre (G.A.C.C.) Function Rooms subject to the following conditions:

1 APPLICATION

The right to use the Main Function Room or the Art/Music Rooms is subject to the receipt of a completed *Application for Function Room Hire* form, signed by the proposed hirer undertaking to comply with the conditions outlined within this document.

2 BOOKING DEPOSIT

A Booking Deposit shall be paid by the hirer at the time of booking as a guarantee of fulfilment of the hiring conditions, and as security against damage to the building, facilities, or furniture and fittings contained therein, and for any cleaning required from the hirer's use of the premises. Booking deposit exemptions may be given at the discretion of the G.A.C.C. Management Committee.

The Booking Deposit Fee is set at \$20.00. This fee is fully refundable in the event of cancellation more than 48 hours before the date of hire. No refund will be given if cancellation is made within 48 hours of the hire date. Function Room bookings are made on a first-come-first-served basis. Upon completion and signing-off of the 'Function Room Inspection Record', the Booking Deposit fee will be deducted from the Hall Hire fee. In the event that the Hall Hire has been fully paid, the Booking Deposit will be refunded to the hirer.

3 KEY

The key to gain access to the premises is available from the St Joseph's School office during normal school hours of operation. The hirer must sign upon borrowing and returning the key. The hirer is responsible for costs associated with lock and key replacement if the key is lost.

4 SECURITY BOND - LICENSED PUBLIC FUNCTIONS ONLY

A refundable Security Bond of \$200.00 is required for licensed public functions where alcohol is to be served. (NB: This fee is in addition to the Function Room charges.)

If there is no breach of conditions of usage, no damage to the building, facilities, furniture and fittings contained therein, no extraordinary cleaning required, the Security Bond will be refunded in full to the hirer. This amount will be refunded by cheque and posted to the hirer.

In the event of a breach of the conditions of use, damage to the building, facilities, furniture and fitting contained therein, or extraordinary cleaning required, the Security Bond may be retained in part or in full at the discretion of the G.A.C.C. Management Committee. In the event that repairs or cleaning exceeds the value of the Security Bond, the hirer shall be liable for excess amount to cover the full cost of such repairs and cleaning.

5 HIRE FEES

Function Room hire shall be in accordance with the adopted *Schedule of Fees and Charges* as determined by the G.A.C.C. Management Committee. Hire fees are to be paid a minimum of one (1) week before date of function. The G.A.C.C. *Schedule of Fees and Charges* can be located at Appendix A on page 8.

6 EXPECTATIONS

The hirer shall conform to the requirements of all relevant Local, State and Federal legislation, regulations and bylaws, and be liable for any breach of such acts, local law/s or regulations. 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 the user and the notices given to the proper offices.

The hirer shall comply in every respect with legislation, Codes of Australian Standards with regard to public buildings for the prevention of overcrowding and obstruction of gangways, passages, corridors, or of any part of the building. Any person causing an offence against such regulations may be removed from the building.

All functions or events must be completed and the premises vacated prior to midnight, both on weeknights and weekends, in accordance with the liquor license granted. If the area is not vacated by the nominated times stated on the Application Form, the hirer may incur a \$50.00 fee. Such a breach may impact on the hirers' capacity to hire the facility again.

Care and consideration for the nearby residents must always be given by the people using the facility and car parking area. The hirer is responsible to keep noise and unruly behaviour to a minimum.

6 EXPECTATIONS (cont.....)

The hirer is required to disclose the subject of any entertainment or programme on the application form. Entertainment or events of offensive or unlawful nature are forbidden.

In the case of a dramatic or other performance or concert, the hirer shall not produce, or permit to be produced or performed, any dramatic or musical work in infringement of the copyright or performing right of any owner of such right or rights, and the hirer agrees to indemnify the Corporation against any claim for breach of copyright or any other action herewith.

7 USE OF FACILITIES

BEHAVIOUR: Spitting, obscene or insulting language, disorderly behaviour, and wilful damage to property are prohibited in all parts of the G.A.C.C. building and outside premises.

SECURITY: If required, the hirer shall be responsible for the arrangement, the appointment and remuneration of appropriate security.

GAMBLING: No gambling or game of chance, where money is passed directly or indirectly as a prize, shall take place in any of the G.A.C.C. premises with two exceptions:

- a raffle (or equivalent e.g. hundreds board)
- bingo (where relevant permits have been obtained)

SMOKING: Smoking is not permitted inside the G.A.C.C. building or within the G.A.C.C. premises including the car park and grassed areas.

ALCOHOL: The sale of alcohol/liquor on the G.A.C.C. premises is forbidden unless the hirer has obtained an appropriate liquor license. This permit must be sighted by a G.A.C.C. representative and details noted on Application Form.

DECORATIONS: Any decorations brought into the function room facility must be free-standing. No decorations, notices or signs are to be affixed to the walls, doors or ceilings.

SIGNAGE: No notice, sign, advertisement or any such item shall be erected on the G.A.C.C. building or affixed to the walls, doors or any other part of the building. Free-standing signage only is permissible.

STAGE: The G.A.C.C. Function Room stage is to be assembled and disassembled with the assistance of the centre staff.

PIANOS: The G.A.C.C. pianos must not be moved from their current positions.

7 USE OF FACILITIES (cont.....)

AUDIO VISUAL EQUIPMENT: Hire charges include the use of audio visual equipment. The hirer is authorised to use the audio visual equipment provided that they have been instructed on their usage by a G.A.C.C. staff member. Should the hirer intend to have a third party operate these items, then the third party will also be required to attend during this instruction process.

KILN: Kiln can be used @ \$20 per firing

INTERNET: Access is \$20 per day - conditions apply

TABLES & CHAIRS: Hire charges include the use of tables and chairs. The main function room can accommodate 60 people seated at 6 round tables, or 80 people seated in rows. The Music room has seating with desks for 34 people and the Art room has seating around 6 tables for 32 people. The hirer may vary the arrangement of the tables and chairs provided that this conforms with Public Health and Safety Regulations (e.g. furniture not to obstruct entry/exit points, stairs etc).

CROCKERY, UTENSILS & GLASSWARE: Hire charges do not include the use of the centre's crockery, utensils and glassware. Because crockery, utensils and glassware are prone to breakage and theft, additional charges apply if the hirer wishes to make use of these items as follows:

- Crockery, Glassware & Utensils \$1 per person HIRE CHARGE (\$50 maximum)

The replacement cost of any breakages will be deducted from the Security Bond. If replacement costs exceed the Security Bond paid, the hirer shall be liable for the excess amount, and will be invoiced accordingly.

CLEANING: The hirer is responsible for leaving the premises in a clean and tidy state. The hirer is responsible for the removal of all rubbish and waste matter. The hirer must ensure that the function room is cleaned as soon as possible after the function and prior to room's next usage. Tables and chairs are to be returned to the position in which they were found, or stowed appropriately in the storeroom. The hirer is required to remove all items and property brought into the premises. Any cost incurred by the Corporation resulting from the hirer failing to adequately clean the room and/or return the premises to the appropriate condition for next use shall be passed on in full to the hirer.

DAMAGE: All floors, carpets, walls, fixtures, fittings, furniture, audio visual equipment, kitchen equipment and any other property of the Corporation shall not be broken or in any way damaged, whether intentionally or otherwise. With the exception of normal wear and tear, the hirer shall accept full financial responsibility for the cost of repairing any damage caused to the Corporation premises or property during the hire period. The Hirer agrees to notify the Corporation of all injuries or damage arising from the Hirer's use of the G.A.C.C. within seven (7) days of becoming aware of the injury or damage.

7 USE OF FACILITIES (cont.....)

The hirer shall be responsible for the full observance of these conditions and for the maintenance and preservation of good order within the G.A.C.C. throughout the duration of use.

8 PROPERTY LOSS

Neither the Corporation, the G.A.C.C. Management Committee, nor its servants shall be liable for any loss sustained by the hirer or any person, organisation, firm or corporation in relation to items brought in to the premises by the hirer that are stolen, lost or damaged, and the hirer hereby indemnifies the Corporation and the G.A.C.C. against any claim of loss by any such person, organisation, firm or corporation.

9 INSURANCE

The right to use the Function Room and G.A.C.C. facility is subject to the receipt of an application form signed by the hirer undertaking to comply with these conditions. Any insurance cover for an organisation or individual wishing to utilise the facilities is their responsibility. If the proposed hirer is a club, sporting body or incorporated organisation, the hire application must include a copy of a Certificate of Currency for public liability insurance for an amount of not less than \$10 million per occurrence. The Hirer agrees to keep the policy in force for the duration of the hire period. Casual hirers, who are defined as "Third Parties" who hire the facility no more than a total of ten (10) days per annum, are covered under the scope of the Corporations' public liability insurance policy.

10 INDEMNITY

The Corporation makes no warranty or representation to the Hirer about the condition of the G.A.C.C. or their suitability for the Hirer's purpose. Further the hirer acknowledges that they have inspected the facilities and warrants the facilities are suitable for the Hirer's purpose.

The hirer agrees to indemnify, keep indemnified, and to keep harmless the Corporation, its servants and agents, and each of them from and against all actions, costs, charges, expenses, damages whatsoever which may be brought, or made, or claimed against them, arising out of, or in relation to the hiring agreement. The Indemnity Clause on the *Gayndah Arts & Cultural Centre Function Room Application for Hire* form must be signed by the hirer. Failure to sign this clause will mean that the room cannot be hired.

11 PERMISSION TO OCCUPY

The hirer shall only be entitled to use of the rooms and facilities as indicated on the application ONLY on the dates detailed on the application form. Times required for setting up and clearing out should be stipulated on the application form. The Corporation reserves the right to permit or exclude the use of any other part of the G.A.C.C. building and/or facility. Use of any other part of the building and/or facility with consent will result in the hirer being fully charged for the use of that facility. Breach of these conditions may result in the hirer being excluded from future hiring of the function room/facility.

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 use of the function room or facility.

12 CANCELLATION OF BOOKING

Any cancellation of booking for the hire of the function room should be made at least forty-eight (48) hours prior to the date of the function. Cancellations made forty-eight (48) hours prior to the date of the function are entitled to a full refund of the Booking Deposit. Cancellations made within forty-eight (48) hours of the function date are not entitled to a Booking Deposit refund.

13 TERMINATION

If the hirer commits permits or allows any breach or default in the observance of any of these conditions, the Corporation may terminate the permission to use the premises and the hirer shall be required to immediately vacate the premises. In such an event, the booking deposit will be forfeited to the G.A.C.C.

14 REFUSAL TO GRANT HIRE

It shall be at the discretion of the Corporation, or the G.A.C.C. Management Committee to refuse to grant the hire of the Function Room or G.A.C.C. facility in any case. The Corporation and the G.A.C.C. Management Committee reserve the right to revoke permission to use the premises, even after the required paperwork has been completed, signed and appropriate deposits/fees/charges paid. When exercising the power to cancel such permission, the Corporation agrees to refund any deposits or fees paid. The hirer hereby agrees to accept such a decision 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 thereof.

15 HIRER CONDITIONS

The hirer must be twenty-one (21) years of age. The individual completing the application form and whose signature appears on same is subject to all terms and conditions detailed herein.

Hirers that are granted permission to use the Function Room or G.A.C.C. facility shall not assign the right of use to any other party (person, organisation, body etc).

It is the responsibility of the Hirer to obtain any necessary permits from the relevant authorities as required for the planned activities. If entertainment is to be provided, it must be in keeping with the values and standards of the Corporation. All programs must be submitted for approval prior to the hiring period.

16 DISPUTES

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 the Corporation shall be final and conclusive.



SCHEDULE OF FEES & CHARGES

MAIN FUNCTION ROOM SCHEDULE OF FEES & CHARGES	
Room Hire – ½ Day (up to 4 hours)	\$70.00
Room Hire – Daytime	\$100
Room Hire – Evening (after 6:00pm)	\$100
ADDITIONAL FEES & CHARGES	
Booking Deposit – Refundable	\$20.00
Security Bond (For Licensed Public Functions) - Refundable	\$200.00
Internet Access (conditions apply)	\$20.00
Crockery, Glassware & Utensils Hire (\$1 per person)	\$50 max
Replacement Charges (e.g. crockery, glassware, utensils, chairs etc)	at cost

ART / MUSIC ROOM SCHEDULE OF FEES & CHARGES	
Room Hire – ½ Day (up to 4 hours)	\$60
Room Hire – Full Day	\$100
ADDITIONAL FEES & CHARGES	
Booking Deposit – Refundable	\$20.00
Internet Access (conditions apply)	\$20.00
Kiln (per firing)	\$20.00
Replacement Charges (e.g. desks, chairs etc)	at cost