

TERMS AND CONDITIONS OF HIRE

West End Croquet Club is a Brisbane City Council owned facility, leased and managed by Community Plus+ Queensland Inc. ***Please take note* in accordance with local by-laws there is a strict curfew of 10pm each night, including weekends. All noise and activities must cease/be completed by 9.30pm. Any breach of this time curfew will incur the loss of bond or charge of \$500 plus any additional fines and charges issued by Brisbane City Council or other regulatory agencies.**

USING THE FACILITY

The hirer will have use of the entire facility and equipment including onsite disability access car park, building, kitchen, deck and lawns inside the fenced outdoor space.

The equipment includes 40 chairs, 6 folding tables, refrigerator, oven, cutlery and basic crockery. Kitchen knives are available for use but are stored in a separate locked box and may only be used by a responsible adult.

Toilet paper, dishwashing liquid, hand wash and hand towel will be stocked by Community Plus+. (Extra supplies are stored under the sink in the bathroom.)

Community Plus+ does not supply tea, coffee, milk or sugar.

When hiring any Venue, the Hirer is responsible to ensure:

- An adult must supervise children at all times.
- All in attendance behave in an orderly manner
- All equipment belonging to Community Plus+ is to be left in good condition at the Venue
- Your event does not impact on the local community or surrounds (i.e.) loud noise, large crowds. Noise Curfew of 9.30pm must be observed or loss of bond will occur.
- All doors and windows must be locked on vacation of the Venue
- All lights, fans and all electrical items (excluding fridge) must be turned off.
- All crockery used must be washed and any other equipment must be returned to the place it was found at the start of the hiring period.
- Loud speakers, televisions &/ .or music must be used in accordance with both State and Local government noise regulations.
- Any additional furniture or equipment brought to a Venue must first be approved by Community Plus+ Inc including toilets, jumping castles and marquees.
- Drumming or music groups must ensure that all doors, shutter and windows are closed at all times during the activity. This is to ensure that our neighbours are happy and can live in their own premises in peace. Breach of these conditions will result in cancellation of future bookings and a breach fee of up to \$500.

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BUILDING ACCESS

Codes for accessing the Croquet Club will be issued by email, to authorized person/hirer on the week prior to the booking.

Replacement Fee if Keys are lost or not returned to locked box after hire- \$150.

LEAVING THE FACILITY

It is the responsibility of the hirer to ensure all rubbish is collected and placed in the wheelie bins located near the disabled parking area. Any additional rubbish, once rubbish bin is filled, must be taken off the property by the Hirer.

Internal bins must be emptied and liners replaced. Additional liners are in the kitchen drawers.

All lights, fans and all electrical items (not refrigerator) must be switched off and all doors and windows locked.

All chairs and tables are to be stacked against the wall.

Crockery and cutlery is to be washed, dried and replaced in cupboards and benches are to be wiped clean.

Evening hire must be vacated by 10:00pm (all noise to cease by 9.30pm) allowing time for quiet clean up/pack down inside the venue between 9.30-10pm. Upon vacating the venue, groups must keep noise to a minimum.

AMPLIFIED SOUND

Our policy is to ensure that our neighbours are happy and can live in their own premises in peace. If you are planning on playing amplified music in the venue, please ensure that it is kept to a reasonable level.

If you are planning on having a party and playing music through an amplified device, you must let the Police know by registering your party [here](#).

There is more information on how to ensure that your noise levels are kept to a reasonable level on the Queensland Police website [here](#).

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PARKING/VEHICLE ACCESS

Community Plus+ is under no obligation to provide parking.

If the Hirer requires special provisions for persons with a disability, Community Plus+ staff must be notified. We have one disability access carpark and a full wheelchair accessible ramp up into the venue.

Parking onsite and can be accessed through the boom gate entry point on Cordelia Street.

OCCUPATIONAL HEALTH AND SAFETY

Everyone on Community Plus+ premises is obliged to take reasonable care to ensure their own health and safety and those of co-workers, visitors and patrons to events.

The Hirer must comply with any safety instructions given by Community Plus+ staff.

It is the Hirer's responsibility to ensure that their employees, contractors, volunteers and/or helpers practice good housekeeping to control, identify, and report any hazard to Community Plus+ staff immediately. It is the Hirer's responsibility to adequately induct their employees, contractors and helpers/volunteers before starting work in any Venue.

A Venue Hirers manual is available in all locations and must be read prior to hall use by anyone using the hall.

ALCOHOL

Our Trustee lease with Brisbane City Council states that:

"The Trustee Lessee must not allow alcohol to be sold on or from the Premises."

This does not restrict you from having alcohol available for guests or attendees at your event at West End Croquet Club or any Community Plus+ premises.

If you want to charge a cover charge, which includes alcohol, this is also not restricted.

The Hirer must not sell individual alcoholic drinks, tickets which can be used for individual alcoholic drinks or use any other method to gain money for the sale of alcohol.

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PAYMENT TERMS

Once off Casual Hire – Payment is required in advance for the Venue Hire.

Permanent Hire & Not for Profit – Invoices are emailed to the Hirer's nominated email address at the beginning of each month with payment required within 14 days. Accounts must be up to date each month or codes for access will not be emailed.

CANCELLATIONS AND AMENDMENTS

Cancellations Received in writing up to seven (7) working days prior to commencement of hire will attract a **cancellation fee - \$50.00**. You must email croquetclub@communityplus.org.au to cancel your booking.

Cancellations where less than (7) working days written notice is given, will attract a cancellation fee equal to the cost of the Venue Hire.

Any Amendment to a booking will incur **an amendment Fee - 20% of the Hire Rate**. Any bookings incorrectly written on the venue hire form are subject to full payment of fees

Community Plus Inc has the right to cancel a Venue Hire if it deems the activity to be inappropriate, or the purpose of the Hire not to be that which has been agreed on the Venue Hire form. Any amendments will be communicated via email

PROHIBITED ACTIONS

- The Hirer must not drive tacks, nails or screws etc. into Community Plus+ Inc woodwork or all or any part of the building, furniture or fixtures. Access must be granted to all areas of the venue at all times including any and all cupboards, storerooms or other spaces.
- No smoking is permitted in the building or within 4 metres of the building entrance.
- The venue must not be used for any purposes other than as stated via email or the Booking Sheet. Failure to give correct information will result in immediate cancellation of the venue hire
- The premises must not be used for any annoying, offensive or illegal conduct or activity or purpose.
- Under no circumstances are firearms or other weapons to be brought onto the property.
- The Hirer must not permit any flame (including candles), explosive or fuel to be brought into the Venue.

- The Hirer must not use the hall for any activity that will cause impact on the local community
- The Hirer must not use the Venue for any purposes that may injure the reputation of Community Plus+.
- The Hirer must not use the Venue in any way that would increase or invalidate any insurance policy taken out by Community Plus+ or increase the premiums payable by Community Plus+.
- The Hirer must not in any advertising imply that Community Plus+ is associated with any event other than providing the facility.
- The Venue must not be used by a third party without the prior written permission of Community Plus+.
- Any use of the Venue must not interfere with any other use of the property by Community Plus+ or any other person.
- The Hirer must not interfere with any of the electrical or mechanical equipment on the Venue.
- The Hirer is not to bring on to the premises or allow others to bring on the premises any illegal goods or substances or any dangerous goods or substances.
- The Hirer will not use the Venue for any purpose other than that agreed to and written on the Venue Hire Form.

DELIVERIES

Unless by prior arrangement with Community Plus+, deliveries and pick-ups must be part of the hire period.

Unexpected deliveries will be refused and any items left in the venue before or after the agreed hire period will be removed permanently and not returned or stored. Community Plus+ employees will not dispatch goods from the venues and will not sign for the delivery of goods.

PRIVACY

Community Plus+ takes care to respect the privacy of its hirers.

Personally identifiable information (name, address etc.) is required in order to create a legally binding contract between the Hirer and Community Plus+. This personal information may be stored in the Community Plus+ database. On occasion, Community Plus+ may use your information to advise you of the various services provided by Community Plus+.

At no time will Community Plus+ disclose its database information (which contains personal information) to list brokers and/or list rental organizations.

Any personal information collected will be retained only for so long as it is necessary to fulfil the purpose for which it was collected or so long as it may be required by law or Community Plus+ policy.

DECORATIONS, CLEANING AND ADDITIONS SERVICES

The Hirer may decorate the room on the condition that the Hirer at the end of the function removes all decorations causing no damage to the Venue. Confetti or glitter is a major issued when used in the venue, please ensure that all pieces are removed from the venue.

General cleaning is included in the cost of the Venue hire. This includes general bathroom cleaning, mopping, basic dusting and wiping down kitchen surfaces.

An additional fee may be charged where an event generates cleaning beyond the normal level. Hirers must ensure that the Venue and its surrounds are cleaned and all of the Hirer's property is removed from the Venue on vacation.

The Hirer is financially liable for any damages sustained by Community Plus+ or its property whether through the Hirer's own action or through the action of their contractors, sub-contractors or guests and clients attending any function booked by the Hirer or if the Venue and surrounds are not left in a reasonable state of cleanliness

An extra charge for additional cleaning services at a rate of \$50 per hour or part thereof, will be invoiced.

NO TENANCY

Nothing in this Hire Agreement confers on the Hirer any rights as a tenant. The relationship between Community Plus Inc and the Hirer is one of licensor and licensee.

Community Plus Inc may in its discretion and without the need to give any reason whatsoever, refuse to agree to hire the Venue to the Hirer. Community Plus+ may terminate this Hirer agreement at any time by giving notice to the Hirer. Any fees paid in advance of the date of termination will be refunded by Community Plus+ to the Hirer within 14 days

BREAKAGES

Any breakages of equipment or damage to the Venue must be notified by the Hirer to Community Plus+ immediately. The Hirer will be responsible for the cost of the equipment and for the cost of repair of any damage.

If Community Plus+ discovers that any breakage or damage occurred during the period of the Hirer's occupation of the Venue, Community Plus+ will be entitled to claim the cost of the replacement of the articles from the Hirer, and deduct the cost from the Venue Hire Deposit. If the Venue Hire Deposit is insufficient to cover the cost of the breakage/damage, the Hirer will be personally liable to Community Plus+ for the excess costs.

In no event will Community Plus+ be liable to the Hirer on any account whatsoever, whether as a result of wear and tear or any defect in any equipment at the Venue for any loss or damage whatsoever including consequential loss or damage and whether or not foreseeable or contemplated.

INDEMNITY

The Hirer must indemnify and keep indemnified Community Plus+ from and against all actions, claims, demands, losses, injuries, death and expenses for which Community Plus+ may become liable including any loss, damage or injury from any cause whatsoever to property or person caused or contributed to by the use of the Venue by the Hirer and for any personal injury sustained by any person in or about the Venue however caused other than the willful or negligent act of Community Plus+ or its servants or agents.

INSURANCE

The Hirer must have in force public liability insurance for at least \$10,000,000 whilst hiring the Venue.

The Hirer must produce evidence of the insurance to Community Plus+ prior to the time of booking. If the Hirer fails or refuses to arrange insurance then Community Plus+ may immediately terminate this agreement and retain all money paid for the Venue Hire. The hirer must ensure that their insurance is kept up to date and continue to send Community Plus+ updated renewals.

**Please note: Community Plus+ is not legally able recommend or assist you with acquiring insurance*

NOT FOR PROFIT

In order to receive the Not for Profit rate, you must be a registered not for profit charity organisation.

Please see www.acnc.gov.au.

Supporting documents must be submitted in advance of booking to receive this rate.

NOTIFICATION

It is the responsibility of the Venue Hirer to inform Community Plus+ of **any** amendments, additions, changes or alterations to the original Venue Hire Form in writing with the relevant details and sending it to the Venue Coordinator.

INTERPRETATION

In these terms and conditions:

"Community Plus Queensland Inc "Hirer" means the person whose name and address appears at the end of these terms and conditions.

"Property" means the property on which the Venue is situated.

"Venue" means the venue specified in the Venue Booking System completed by the Hirer.