

Riverview Neighbourhood House Ass Inc

138 Old Ipswich Road, Riverview Qld 4303

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For the purpose of this agreement the following terms are read to mean:

Riverview Neighbourhood House Ass Inc. – RNH

Riverview Community Centre – RCC

The Centre – Riverview Community Centre

Hirer – any person or organisation that enters into an agreement to rent/hire the facilities at the Community Centre.



Conditions of Use of Hire

Riverview Neighbourhood House is pleased to be able to offer the use of facilities to local community groups, individuals and organisations. Our facilities include a large hall, training room and our beautiful backyard. We aim to hire these facilities at affordable rates for all groups and individuals.

Fees for hiring the facility are utilised to maintain and continue to improve these facilities for the enjoyment and wellbeing of all users and our community. As you can understand the upkeep of the facility is an ongoing concern and so we ask all Hirers to assist in keeping our community facilities clean, tidy and in good order. As an organisation Riverview Neighbourhood House also have specific responsibilities, including those related to health and safety, to uphold in relation to hiring of the public facilities. We need your assistance as Hirers to meet these responsibilities and as such all Hirers are subject to the following conditions.

Whilst we know that most people hiring the facilities will use the Centre appropriately, in certain circumstances RNH reserves the right to refuse any application or to cancel any hire with reasonable notice. Any money held by the Centre including Bonds will be refunded after the return of keys and or costs associated with cleaning or damages. RNH shall not be liable in any way for any loss, damage or otherwise in consequence of the exercise of this right.

1. PERIOD OF HIRE

The RCC grants the right to hire its facilities, and it is restricted to the terms and conditions listed in the *Conditions of Use*, and specific details set out in the *Hirers Room and Key Hire Agreement*.

The Hirer will only be entitled to use the particular part or parts of the building; during the times specified when booking (*see Room and Key Hire Agreement*). The RCC reserves the right to hire any other portion of the building for other purposes at the same time

- The time period of hire includes time to set up the room for use and to clean and order the room after the hire event.
- Please make sure that you have finished cleaning up before the next hirer is due to use the room. Where the use of the room extends beyond the specified period of hire, the hirer will be charged for the additional usage, this may come out of your bond.

2. REFERENCES

The RCC requires the hirer to submit a minimum of 2 references.

References can be written or verbal and must be provided to the Bookings Officer prior to the signing of the *Room and Key Hire Agreement*.

3. CURFEW

The curfew means that the scheduled activities or events must cease by the curfew time. Bookings have one hour after curfew to clean up the facility.

Friday – Saturday Nights:

- Functions must be finished by **12am**, and
- The space cleaned and vacated by **1am**.

Sunday – Thursday Nights:

- Functions must to finish by **10pm**, and
- The space cleaned and vacated by **11pm**.

4. KEYS

A key and security code will be arranged as part of the RCC *Room and Key Hire Agreement*.

A key deposit of \$50 is to be lodged with RCC, which will be refunded on termination of the agreement, once the key has been returned and all monies paid.

- It will be the responsibility of the hirer to ensure the safe keeping of the key.
- You must give RCC two weeks' notice if you are going away and someone else will be responsible for them, we will require their name and contact details.
- Under no circumstances is the key for the Centre to be provided to a third party without this prior notification.
 - Any key holder found to be providing the keys to a third party may result in their Room and Key Hire Agreement and/or key bond monies being revoked.
- The Hirers will not be issued with more than two keys for the duration of their hire agreement
- Keys will be issued to the Hirer only after the receipt of the key bond monies.

5. PAYMENT

Payment for hire, including bonds, must be paid in full prior to use of the hired space.

Payment can be made in person at the following times:

- Mon to Thurs 9am – 4pm, or
- Friday 10am to 4pm

Payments made via cheque or money order can be made in person at RCC reception or through the mail. Please send all mail payments to:

Riverview Community Centre
PO Box 6038
Riverview QLD 4303.

For details regarding payment via direct deposit please contact the Admin Worker or Centre Coordinator on 3816 2111, or alternatively you can email RCC at: admin@riverviewcc.org.au.

When paying by direct deposit please ensure that your deposit clearly identifies the payment for your booking using your invoice number. You will find an invoice number on the invoice you have been provided.

6. CANCELLATION

Riverview Community Centre reserves the right to refuse any application or to cancel any hire with reasonable notice. Any money held by the Centre will be refunded in this case - pending the return of keys and or cleaning/damage costs.

7. CANCELLATION CHARGES

Casual Hirers

Hirers who have been provided a confirmed booking/s are required to notify RCC of cancellation/s a minimum of 7 days prior to the confirmed hire date. Failure to provide this notification within 7 days will result in the hirer incurring a fee of 50% of the total cost of the venue hire costs.

Regular Hirers

Hirers who have been provided a confirmed booking time/email are required to notify the RCC of cancellation/s a minimum of 14 days prior to the confirmed hire date. Failure to provide this notification within 14 days will result in the hirer being invoiced the full hire fee as specified in their relevant hire fee schedule.

Please remember it is the hirer's responsibility to inform RCC of any changes of contact details of the hirer using the Centre.

8. FEES & BONDS

Hirers of any part of the RCC may be required to pay a bond. This bond acts as security against damage to property or for breach of any part of the hire agreement.

Fees incurred for the purpose of hire will be set out as per the General Charges listed on the *Room and Key Hire Agreement*.

The listed hire fees for the *Room and Key Hire Agreement* will be reviewed on an annual basis by the RCC.

A key deposit of \$50 is to be lodged with RCC, which will be refunded once the key has been returned, and all monies paid.

The A cleaning bond of \$100 is to be lodged with RCC for social and fundraising activities. This will be returned in full **provided the space is left in a clean and tidy condition and all monies have been paid.**

9. BREACH OF CONDITIONS OF USE OF HIRE AND/OR ROOM AND KEY HIRE AGREEMENT

The Hirer will give effect to any reasonable direction of a designated RCC staff member as to the use of the premises, where such direction has the intention of enforcing compliance with the terms of the Agreement and these Conditions.

In the event of the Hirer or its agent not observing or performing or committing a breach of any of the terms of the Agreement including these Conditions, the RCC Coordinator will issue the hirer a warning.

The warning schedule is as follows:

- 1st warning – verbal & recorded
- 2nd warning – written and kept in the hirers file
- 3rd warning – is a final warning and a termination of the hirers agreement

On receipt of a 3rd warning the RCC will effect an immediate termination of the Room & Key Hire Agreement made with the hirer.

The Hirer will then be issued a formal letter stating that they have a maximum of four (4) weeks to vacate the premises and return the keys issued to them by the RCC.

10. NOISE & OFFENSIVE BEHAVIOUR

The Hirer shall not conduct or permit any activity – which includes the production of noise – of a nature or extent to create a nuisance for other persons or a hazard to the Facility.

- Hirers must ensure that the level of sound coming from RCC does not reach a level where it would interfere with the well-being of residents in surrounding properties, and does not exceed EPA guidelines.
- Use of amplification systems is at RCC's discretion and should be negotiated by the hirer during the venue booking process.
- The Hirer will comply with any reasonable request by any person to mitigate noise.
- No loitering is to take place outside the hall at any time. Prompt departure from the centre is expected by the specified time and in a quiet manner in consideration of our neighbours
- The doors and windows are to remain closed to prevent excessive noise.

11. RESPONSIBLE PERSON

Before any function, event or meeting at the Riverview Community Centre, the person responsible for the hire of the space must:

Make themselves aware of the Riverview Community Centre Safety protocol:

- Notify all people in attendance of fire exits and evacuation points
- Ensure that you have access to a mobile phone for emergency calls
- Acknowledge their responsibility to maintain and preserve good order during the period of hire

It is the hirer's responsibility to inform the RCC if their contact details change

Hirers must be over the age of 18 years and where functions are attended by persons under the age of 18 years, the hirer will be the person responsible for actively supervising the function. The person completing the application form and whose signature appears on the same is subject to these terms and conditions. Proof of identity must be provided. The hirer acknowledges and agrees that the hirer is over the age of 18 years and is legally competent to enter into this agreement and to be bound by this agreement or to bind the

organisation that the hirer's signatory hereto represents.

12. NOTIFICATION OF ACCIDENT OR INJURY

Should there be an accident or injury arising through the hirer's use, the hirer must inform RCC in writing within seven days of the incident by emailing reception@riverviewcc.org.au describing the accident.

If there is an injury that requires first aid – there is a First Aid box located in the hall next to the kitchen servery and the back doors. Please use the incident reports attached to the First Aid Box please leave completed form on top of the first aid box.

First Aid Boxes

RCC's First Aid boxes are located:

- In the main Hall attached to the wall near the kitchen door, and
- Downstairs attached to wall by the kitchenette.

13. EXITS

Please take care to ensure that all exits are kept clear and useable without hindrance to ensure your function complies with the fire code.

14. CLEANING

The Hirer is responsible for ensuring that the hired area is left in a clean and tidy condition otherwise a cleaning fee of **\$35.00 p/hour** will be charged at the hirer's expense. Please leave the room/s you hire, toilets, and kitchen, veranda, playground and common areas clean and tidy and ready for use by the next hirer.

- Hirers are required to supply all their own commodities for example dishwashing liquid, tea towels, coffee, tea, milk etc.
- All crockery and cutlery provided at venues must be washed and put away in cupboards after use.
- If the kitchen is used, benches and sink must be cleaned and left clear.
- If refrigerator is used it must be emptied after use. Please ensure any spillage is wiped over. Items are not to be left stored in the fridge unless the bookings run in consecutive days.
- Hirers who run sporting/dancing activities must clean walls or floors where marked by their use.
- Return all tables and chairs to correct locations away from entrances and cupboard doors.
- Floors must be free of any debris
- Please ensure all rubbish from internal bins is placed in the large garbage bin in the carpark outside.
- All cleaning is to be completed by the end of your booking

If you use the Centres BBQ or your own you are required to clean all fat off the concrete to keep the Centre clean and to prevent slips and falls.

- If the Centre is required to bring in our cleaner the Hirer will be invoiced \$35.00 per hour for the clean-up process.

15. DAMAGE

The Hirer shall not damage or suffer to be damaged any portion of the Facility including buildings, furniture, fittings, and grounds and landscaping.

The Hirer is held financially responsible for any damage.

In order to keep the RCC's hall, and facilities in good condition for all hirers please take care not to use adhesives (sticky/duct tape) on the walls or floor and to remove any decorations you may have utilised for your event.

- **DO NOT** use nails and screws to put up posters or any other decorations. If you need to fix items to the walls or elsewhere please use blu-tac – remember to remove all blu-tac or a cleaning fee will apply.

The floors in the meeting room or hall should not have tables, chairs or any other items dragged across it in which may cause damage.

- Hirers are responsible for any damage to the floors, if damage is incurred the hirers are responsible for the cost of repairs.

16. EQUIPMENT

If any equipment owned by RCC goes missing or is damaged during/or as a result of your period of hire you will be charged a replacement fee.

- The Centre will not take any responsibility for equipment or other material brought onto the premises belonging to the hirer or any person attending a function, event or meeting.

17. DOORS

Please ensure that doors to all bathrooms, kitchen and unattended areas remain closed at all times. **DO NOT** prop doors open.

- Please close the front doors once all person/s attending your event/meeting have arrived.

18. STORAGE

The RCC does not provide on-site storage for hirers.

Property not belonging to RCC may not be left at the premises outside of the term of the Agreement other than by express agreement with the Centre Coordinator. In those cases, the goods are at the owner's risk and RCC shall have no responsibility for their safety. Any items left behind by a hirer may be discarded.

19. RIGHTS OF ACCESS

Any staff member of RCC has the right to enter any area of the RCC at any time during the period of use, although RCC will make every reasonable effort not to disturb the hirers' activities.

20. INSURANCE

All groups using our premises must have current Public Liability Insurance a minimum of \$10,000,000. A copy of the current certificate of insurance detailing the name of the insurer, the period of cover and the policy number must be lodged with RCC before using the premises.

Regular hirers must provide a copy of their insurance every year one week after renewal. **IF THIS HAS NOT BEEN PROVIDED YOUR CODE TO THE CENTRE WILL BE CHANGED.** The hirer will be responsible for all fees and charges associated with the deactivation of the codes and reactivation of codes once your renewal of insurance has been sighted.

Remember – NO INSURANCE NO HIRE.

21. FIRE AND PYROTECNICS

The use of fireworks, smoke machines, other incendiary devices or any open flames is strictly prohibited anywhere inside or outside the Riverview Community Centre.

22. SMOKING

There is to be **no smoking** in the Centre and it is the responsibility of the Hirer to enforce these requirements under Queensland Health.

23. ALCOHOL

Sale of alcoholic beverages is only allowed when approvals and licences have been obtained from the Police Department and the Office of Liquor Gaming and Racing.

Proof of such approvals must be provided to the Management Committee prior to the engagement for approval.

A licensed security guard must be present at any events where alcohol is been consumed

Below is the link for types of licence in Queensland and how to apply

<http://www.business.qld.gov.au/industry/liquor-gaming-racing/liquor-licences/liquor-permits>

24. FILM SCREENING

If the room hirer is charging an entrance fee or donation for the screening of a film, Riverview Community Centre requires evidence that the proper copyright permissions are in place.

25. KITCHEN USE

Riverview Community Centre is equipped with a kitchen.

If your event requires the use of the RCC's kitchen you are required to, and responsible for, complying with the relevant Qld Food Acts.

RCC will provide Not-for-profit organisations with a copy of the Food Safety procedures and guidelines. It is the responsibility of the Not-for-profit organisation to adhere to the Food Safety procedures and guidelines.

For all other Businesses please refer to the Queensland Health website for further information.

26. EQUITY

As a service provider, RCC will endeavour to deliver its services to hirers on the basis of fair and equitable treatment in all matters regarding their agreements.

27. SUB-LETTING

Hirers are in no way permitted to sub-let the Centre; any hirer found sub-letting the centre will have their agreement terminated immediately. All hiring is to be undertaken via the Centre Coordinator.

28. THIRD PARTY RIGHTS

The Hirer warrants that the activities for which the hall is hired do not infringe the rights, including copyright, of any third party.

If Riverview Community Centre becomes aware of any potential infringement of a third party's rights deriving from this booking, the booking will be cancelled.

The hirer will indemnify Riverview Neighbourhood House Ass Inc. for any claims by a third party for infringing their rights, including copyright.

29. INDEMNITY

PLEASE NOTE: the Hirer should ensure they hold a current broad form public liability policy in respect of the activity they propose to carry out at Riverview Community Centre.

If you do not have access to insurance cover then you should seek advice before proceeding with your application regarding the indemnity you are giving in favour of Riverview Community Centre.

The hirer hereby agrees to indemnify and keep indemnified, Riverview Community Centre from and against actions, claims and demands of every kind resulting from any personal injury, loss or damage to any property occurring during the course of the subject event and acknowledges that Riverview Neighbourhood House shall be under no responsibility or liability for any personal injury or damage to any property occurring during the course of or as a consequence of the hiring.

The hirer acknowledges that if any of the Riverview Neighbourhood House procedures are breached it will jeopardise my/our access to the RCC facilities in the future

Safety at Riverview Community Centre

Organisers of meetings and activities at Riverview Community Centre (RCC) need to be aware of basic safety and security issues while in the building. It is the responsibility of the organiser(s) to ensure the safety of all the participants in their activity. RCC is staffed Monday to Friday from 9am to 4pm anything outside these hours and the hirer/s need to be prepared for emergencies and have appropriate emergency plans in place.

Riverview Community Centre requires that the following procedures be carried out while using the centre:

- Before starting any activities check the area for safety. This could be broken chairs, broken glass, needles etc. the site should also be checked for the type of activity you are carrying out e.g. karate needs a clear area with no obstructions such as tables and chairs.
- Check where the exits are (including Fire/Emergency Exits) and inform the participants of your group where they are
- Prepare a basic evacuation plan
- It is the Hirers responsibility to know where the fire extinguishers are located within RCC. If you require instructions on how to use the relevant fire extinguishers, please approach a RCC staff member.
- Always have a mobile phone available for emergencies
- Remember that the front doors may be open at certain periods while groups are using the premises and anyone can walk in, be aware of personal safety and don't leave any items unattended
- Organisers should ensure that all participants/attendees have safely left the building before they lock up and leave, using the front door
- You must report any accidents or incidents to RCC staff using the attached form
- You must report any hazards or potential hazards you have identified while in the centre to a staff member at you earliest convenience
- If discarded needles/syringes are found on the premises, please contact the Needle Clean Up Hotline on 1800 633 353. This service provides information about removing needles and syringes from public places
- Do not leave any personal/group item in the common areas or room hire rooms, RCC does not provide storage and items may pose as a safety hazard, likewise do not remove/move RCC furnishings from or within RCC premises.
- If the hirer is organising an event within RCC's grounds a Risk Management plan must be submitted to RCC one month before the date of the event.

Riverview Neighbourhood House welcomes any feedback regarding health and safety on the premises and we encourage you to contact us with any issues

FIRE ORDERS

ALERT OTHERS

Raise the alarm

Call the fire brigade on 000

First priority is people in the vicinity

Second priority is others in the building

REMOVE people from the immediate danger, and other areas as necessary (if safe to do so), to an evacuation area that your group has decided on.

Evacuate to areas via emergency exits

Evacuation areas must be diagonally away from the building

CONTAIN the fire by closing all doors, confining the heat and smoke
Do not position the fire between you and your escape route.

EXTINGUISH the fire if it's a small one and (ONLY if trained and if safe to do so).

Make sure you know the location and type of fire extinguishers on the premises.

Keep low below the smoke and heat

Remain together at your meeting point and ensure your entire group members are accounted for.

Prohibit re-entry to the building