



CYPRUS HOUSE

TERMS & CONDITIONS OF HIRE

CYPRUS HOUSE

COMMUNITY HALL

CONDITIONS OF HIRE



CYPRUS HOUSE

TERMS & CONDITIONS OF HIRE

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Disclaimer

The Cypriot Community Association of Qld Inc. and its committee, accept no responsibility for any loss whatsoever arising howsoever from any person’s act or omission in connection with any information, expressed or implied, contained within this document. Nothing in this document should be taken as legal advice.



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Definitions

In these Conditions of Hire, unless otherwise specified:

- **Agreement** means the Hire Agreement / booking of the Hall, and these Conditions of Hire together with any schedule or attachment to them, made with the CCAQ.
- **AV Charges** means the sum payable by the Hirer for use of the audio-visual technical system in accordance with clause 3.4 of these Conditions of Hire.
- **Business Day** means a day other than a Saturday, Sunday or public holiday in Brisbane.
- **CCAQ** means The Cypriot Community Association of Qld Inc.
- **Conditions of Hire** means these terms and conditions which apply to the hire of the Hall.
- **Dangerous Goods** means as defined by the Australian Code for the Transport of Dangerous Goods by Road & Rail.
- **Equipment** means the equipment as defined under the Hire Agreement or where such an agreement has been entered into by the Hirer.
- **Facilities** means the Hall, community centre and meeting rooms specified in the Hire Application Booking and any fixtures, fittings, equipment, amenities, toilets, kitchens and services attached to the facilities.
- **Fees and Charges** is that as provided by the CCAQ.
- **Fire Services** means Queensland Fire and Emergency Services or any authority or services in operation for the time being carrying out the functions of the same.
- **GST** means the goods and services tax as defined in the GST Act.
- **GST Act** means the A New Tax System (Goods and Services Tax) Act 1999 (Cth) as amended or any replacement or other relevant legislation and regulations.
- **Hire Application Booking** means the paper form which applies for the hire of the Hall completed and signed by the Hirer (including by electronic acceptance).
- **Hall** means Cyprus House, the hall and community centre under the operation and management of the CCAQ, including the land and any improvements to the land.
- **Hirer** means the individual, business, association, community group, member of any committee or other entity hiring the Hall.
- **Hiring** means the agreement for hire as described in (and not limited to) clause 1 of these Conditions of Hire.
- **Hire Fees and Charges** mean the sum payable to the CCAQ.
- **Hiring Purpose** means the purpose for the Hiring specified on the Hire Application Booking.
- **Hours of Use** means the hour or hours / period(s) for which the Hall is hired as specified on the Hire Application Booking.



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- **Security Bond** means the sum collected as security for damages and reimbursement of CCAQ's costs and any other monies due and payable by the Hirer to the CCAQ as provided for in these Conditions of Hire.
- **Unsafe Weather Conditions** means severe weather conditions, including but not limited to flooding, hail or lightening which render the Hall unsafe for use.
- **Weekend** means 7.00am Saturday to Midnight Sunday.

1. Conditions of Hire

By hiring the Hall which is owned and controlled by the CCAQ, the Hirer agrees that:

- These Conditions of Hire form a binding agreement between the Hirer and the CCAQ;
- The Hirer will comply with these Conditions of Hire when using the Hall for the approved Hiring Purpose;
- Subject to the payment of the monies by the Hirer to the CCAQ, the CCAQ will hire the Hall to the Hirer for the Hiring Purpose for the Hours of Use.
- This Agreement and any matters subsequently specified and agreed by the CCAQ in writing to the Hirer are or will form the entire agreement between the parties.
- This Hiring is not binding on the CCAQ until the Hire Application Booking has been approved and signed by an authorised Committee Member (authorised CCAQ representative) the Hiring Charges, Security Bond, and AV Charges (if applicable to the Hiring) are paid.

The CCAQ reserves the right of refusal to hire the Hall and has the power to accept, refuse or cancel bookings at any time.

The CCAQ also reserves the right to move a booking to an alternative date, if there is a reason that the original booked Hall becomes unavailable.

2. Bookings

All Hall bookings are to be made manually directly with a member of the CCAQ Committee.

Bookings for the Hall must be made a minimum of five days prior to the date the Hall is required. A minimum four (4) hour Hire Fee applies to all bookings.

2.1. Hours of Use

The Hall is available for hire from 7.00am to 12 midnight each day of the week.

To avoid clashes between the various Hirers who use the Hall, booking times must be strictly adhered to. The Hall must be vacated on or before the agreed time.

Additional costs for extended use outside the booked times must be agreed to in writing by the CCAQ.



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2.2. Hire Period

The Hall is available for hire from 7.00am to 12 midnight each day of the week.

2.3. Confirmed Bookings

Bookings will be processed when the Hirer has completed the application and booking process when all required documentation and full payment of hire and bonds are received by the CCAQ.

2.4. Advanced Bookings

The CCAQ may take bookings up to 12 months in advance.

2.5. Regular Bookings

The CCAQ accepts bookings to ensure that the Hall is available for a range of activities and hirers, thus allowing a wide use of the Hall by community groups and members.

Applications for regular use of the Hall are accepted on the understanding that the booking may be required to be cancelled/rescheduled in preference of major events or emergencies that require the use of the Hall.

Cancelling or rescheduling of bookings may be done at the discretion of the CCAQ. Regular users will be afforded the maximum amount of notice possible.

Regular Saturday or Sunday hire may be restricted at the Hall at the discretion of the CCAQ.

2.6. Subletting

Subletting of the Hall is prohibited and will not be approved under any circumstances.

3. Hire Fees and Charges (Including Bonds)

Hall fees and charges are deemed to be those as notified, in writing by the CCAQ to the Hirer and may only be reviewed by written application to the CCAQ.

Fees and Charges include:

- Any 'out of pocket' expenses incurred or to be incurred by the CCAQ pursuant to or purporting to be pursuant to the Hiring;
- Any additional costs incurred or to be incurred arising out of or incidental to any special requirements imposed by the CCAQ pursuant to or purporting to be pursuant to the Hiring (by way of example, extra security personnel); and
- Any applicable GST.

3.1. AV Charges

In the case the Hirer has requested to use the audio-visual equipment available at the Hall, this charge is included in the Hire Fee and Charges.

The AV equipment available to the Hirer includes:

- Smart TV on mobile stand;
- Audio sound system in cupboard;



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- One handheld microphone and stand; and
- Lectern.

If any additional AV equipment is required by the Hirer, it will be the responsibility of the Hirer to arrange.

3.2. Fee Increases

The Hirer acknowledges and agrees that the fees for hiring the Hall may be subject to increase on 1 July each year for the next financial year. The CCAQ will notify Hirers in writing of any such increased fees prior to the fees becoming payable.

3.3. Payment in Advance

The Hiring Charges, Security Bond, and any other fees stipulated in these Conditions of Hire, must be paid by the Hirer to the CCAQ on the earlier of:

- If an invoice has been issued, by the due date for payment of invoice (payment due date will be a date prior to the Hire Period); or
- At least 5 Business Days prior to the commencement of the Hire period except if provided otherwise in the Agreement.

All fees and charges must be paid to the CCAQ strictly in advance. The CCAQ reserves the right to alter all fees and charges at any time without prior notice to the Hirer.

Regular Hirer fees are due prior to their bookings.

Where the Hirer chooses to cancel their booking and hiring fees, including bonds, have been charged the hiring fees will be refunded, providing the cancellation is made more than 30 days prior to the date of the booking.

If the CCAQ needs to cancel the booking for any reason outside the Hirer's control, then all fees and charges will be refunded in full.

3.4. Security Bond

The Hirer must pay the Security Bond as stated in the approved Hire Application Booking, in accordance with the payment timeframes in clause 3.3 above.

The CCAQ will refund the Security Bond to the Hirer's nominated bank account within 30 Business Days from the last day of the Hire Period. Bonds will be refunded after the booking completion subject to all Conditions of Hire being met.

The CCAQ reserves the right to hold or retain bonds:

- Until Conditions of Hire are met;
- To cover costs to clean and/or repair/replace items damaged as result of the activities related to the booking (All repairs/replacements are to be managed by the CCAQ);
- To cover security, QFES (Qld Fire & Emergency Service) or other call out fees; and
- To cover additional hire charges for extended times (beyond original booked hours), however no later than 12.00am, to make payments for



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cleaners or other associated costs.

3.5. Refunds

No refunds will be given to those Hirers who finish their event prior to the scheduled completion time.

The CCAQ refunds monies by EFT (Electronic Funds Transfer) only.

4. Cancellation of Bookings

4.1. Notification

The CCAQ must be notified of any cancellation as soon as possible in writing prior to the booking. Cancellation fees may apply depending on when the cancellation is made.

4.2. Cancellation Fees and Refunds

- Less than 7 days' notice of cancellation of booking – 100% of Hall fees will be forfeited excluding Bond.
- Less than 30 days' notice of cancellation of booking – 25% of Hall fees will be forfeited excluding Bond.
- More than 30 days' notice of cancellation of bookings – full refund of hire fees and bond paid.

4.3. Cancellations by the CCAQ

The refusal of use of the Hall in any case may be authorised by the CCAQ at their discretion.

Notwithstanding that the booking of the Hall may have been entered into in accordance with these conditions and that the hire charge may have been paid, the CCAQ may cancel the booking and refund the hire charge to the Hirer.

The CCAQ will not be liable to the Hirer for any loss or damage arising out of or incidental to cancellation of the Hiring by the CCAQ.

In this instance, the Hirer will have no claim at law or in equity for loss of damage in consequence thereof.

The CCAQ may cancel the Hiring of the Hall, if in its opinion:

- The Facilities will be unfit, or become unfit, for use during the Hire Period;
- The Facilities may be damaged by use for the Hiring Purpose;
- The Hirer has failed to comply with these Conditions of Hire;
- The Hire would be noncompliant with any legislative requirements;
- The Facilities are required for an official use or function by the CCAQ, Council or government entity; or
- Another use will benefit the majority of the community at large.



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4.4. Breach of Conditions

The CCAQ may revoke or discontinue hire at any time by giving the Hirer notice in writing, whereupon the permission granted to the Hirer shall be at an end but without prejudice to any right or remedy of the CCAQ for breach by the Hirer of the Conditions of Hire.

Without limiting the CCAQ's powers of revocation, the CCAQ may revoke or discontinue hire in the following circumstances: –

- If a Hirer does not pay any part of the Hiring Charges or Security Bond in accordance with clause 3.3, the Hirer will be in breach of this Agreement and, without prejudice to any rights that have or may accrue to the CCAQ, the CCAQ is entitled to terminate this Agreement immediately without notice to the Hirer. The CCAQ may (but is not obliged) to give any notice of its intention to, or of, termination to the Hirer; or
- When the conditions of hire are not met; or
- If there is a likelihood that damage may be caused to the Hall; or
- If the organisation advertising for or the manner in which any use is being conducted (or proposed) to be conducted is of a scandalous, libelous or obscene character.

Failure to comply with the requirements set out in this document will be regarded as a breach of agreement giving the CCAQ the right to sue for the recovery of any amount due and/or to cancel all or any such future booking.

4.5. Hall Condition

If, in the opinion of the CCAQ, the Hall is not in a condition suitable use by the Hirer at any date or at any time previously requested, then the CCAQ may cancel the booking by giving the Hirer notice in writing.

Upon receipt of such notice the CCAQ shall repay to the Hirer, all sums paid by the Hirer under the provisions of the Hire Agreement. Should the Hirer have used the Hall for any period then, at the discretion of the CCAQ, an amount apportioned to the balance only may be repaid by the CCAQ.

4.6. Hall Required for Other Purposes

The CCAQ may at any time cancel a booking by giving the Hirer advance notice by telephone and/or notice in writing if at any time.

Without limiting the CCAQ's powers of revocation, the CCAQ may cancel a booking if in the opinion of the CCAQ:

- There exists an emergency that causes or threatens to cause loss of life, injury or distress to persons or threatens the safety of any person or destruction of or damage to property; or
- The Hall is required for the purpose of a government, or public authority for any public use such as a local, state or federal election or as an evacuation or recovery centre; or
- The use of the Hall is prohibited, obstructed or hindered by any other occurrence.



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Immediately upon receipt of such notice of cancellation, the CCAQ shall repay to the Hirer all sums paid by the Hirer under the provisions of the Hire Agreement.

Should the Hirer have used the Hall for any period then, at the discretion of the CCAQ, an amount apportioned to the balance only may be repaid by the CCAQ.

5. Conditions of Use of the Hall and CCAQ Owned Equipment

5.1. Security and Party Registration

Where the CCAQ deems necessary the Hirer is responsible for arranging at their own expense licensed security and/or register the event with Queensland Police Service (QPS).

Details of the engaged security company and written documentation demonstrating the arrangement must be supplied to CCAQ prior to the booking, or letter from company advising they have been engaged.

Security is required as follows but may be necessary in other instances as determined by the CCAQ:

- 70 - 150 attendees 1 security guard;
- 151 - 250 attendees 2 guards;
- 250+ attendees 3 guards.

Where the booking is a party or social function with or without alcohol, the Hirer is responsible for a registering with QPS.

The Hirer is responsible for obtaining and paying, all necessary consents and/or licenses from the owners of any copyright or performing rights of any matter used by the Hirer.

5.2. Children at the Hall

All children attending the Hall are the responsibility of the Hirer parent(s)/guardian(s) and/or appointed carer and must be supervised for the duration of the booking.

5.3. Setting Up and Packing Down

The Hirer is responsible for all setting up, packing and return of equipment to storage area at the end of the booking. Appropriate time allocation for set up and pack down must be allowed for in the Hirer's booking times.

5.4. Keys

No keys are provided to the Hirer. The CCAQ representative will provide access to the Hall during the Hirer's Hours of Use.

5.5. Closure Procedures

The CCAQ representative will lock the premises at the end of the Hirer's Hours of Use.



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The Hirer will be responsible for:

- Returning all equipment neatly to allocated storage areas or as signed within the Hall;
- Cleaning as listed below;
- Turning off taps, lights (including those in toilets and kitchens), ovens, urns and air conditioning; and
- Ensuring that all doors and windows are closed properly. The CCAQ representative will lock the premises, set the security system.

5.6. Temporary Fixtures and Decoration

The floors, walls or any other parts of the facility must not be broken or pierced by nails, screws or other contrivances, nor by any writing, printing, painting or other decorations made on the walls, floor and ceiling.

No scenery, fitting, decorations, posters, advertising signs to be fixed, hung or displayed in or upon the building, approach to the building or grounds without the previous consent of the CCAQ.

The Hirer shall at their own expense provide protective apparatus and appliances as may be directed by the CCAQ.

5.7. Prohibited Substances/Articles

The Hirer is not permitted to take into or use the following substances with the Hall or grounds:

- Any type of firework or flammable substances;
- Any chemical substance deemed toxic or dangerous;
- Chewing gum;
- Glitter, rice, confetti; and
- Open flames.

5.8. Floor Surfaces and Grounds

No substance to be placed on any floor that may alter the surface including tape. Furniture and equipment must be carried and not dragged across the floor.

5.9. Cleaning

Hirers are required to leave the Hall and all external areas (including courtyard and carpark), in a clean state at the conclusion of their booking. The Hirer is responsible for proper cleaning of kitchen areas, draining of oil in fryers and thorough cleaning of fryers and for loss or damage to equipment and facilities, which are used by themselves or caterers, musicians, decorators, etc. contracted by the Hirer.



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Negotiations with commercial cleaning services are the responsibility of the Hirer. The CCAQ can recommend a cleaner if required.

All cleaning must be completed within booked times and prior to vacating the Hall. If the Hall is not left in a satisfactory manner, a cleaning fee may be charged and retained from the Hirer's bond or invoiced.

The CCAQ will be entitled to charge the Hirer a cleaning fee as follows for any Hiring that generates excessive amounts of rubbish, if rubbish is not removed and/or spillages that is not cleaned by the end of the Hire Period. The Hirer agrees that the cleaning fee may be deducted from the Security Bond.

The Hirer is responsible to ensure:

- All garbage is bagged and placed in appropriate bins available in the basement of the Hall. Where waste does not fit in the appropriate bins, the garbage is to be removed offsite and disposed of by the Hirer;
- Tables and chairs used for the booking are wiped cleaned and returned to the allocated storage area;
- Wooden and tiled floors are swept and mopped;
- Carpeted areas are vacuumed;
- All glassware, crockery and utensils used during the booking are washed, dried and stacked in the appropriate places;
- All glassware, crockery and utensils taken to external areas (including courtyard and carpark), are returned to the Hall, washed, dried and returned to storage area;
- All furniture and equipment taken out of the Hall to external areas is returned to inside the Hall, and stacked away or returned to storage areas;
- All benches, sinks and food preparation areas wiped clean;
- All food and beverage items brought into the Hall, are removed;
- All cleaning equipment is returned to the Hirers cleaning cupboard after use.

Tea towels, dish cloths and detergent are not supplied, except for automatic dishwasher detergent.

5.10. Hall Equipment

The Hirer is not permitted to remove or relocate any property or items in the Hall not belonging to the Hirer, without written consent from the CCAQ.

The Hirer is not permitted to hawk, sell, dispose of or supply anything whatsoever in the Facilities or its environs or do so contrary to any condition imposed by the CCAQ.

The CCAQ endeavours to ensure that all equipment at the Hall is maintained and in good working order however it provides no warranty that such equipment will be working or fit for your intended purpose. Where the CCAQ becomes aware of



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equipment failures prior to a booking the CCAQ will endeavour to provide reasonable notice to the Hirer of such failure. The Hirer acknowledges and agree that the CCAQ will not be liable for any loss (whether direct or indirect) caused due to equipment at the Hall not working.

5.11. Insurance

Organisations including nonprofit associations and clubs, businesses, sole traders and government departments are required to:

- Provide evidence of Public Liability Insurance cover for \$20 million for the hire period in the name of the person/company who is making the booking, otherwise they are to be listed as an interested party; and
- Indemnify the CCAQ against, any claim, loss, damage or injury to any person or property arising from the hire of the Hall.

5.12. Adjoining Residents and Noise

The Hirer is responsible for ensuring any event or activity being held at the Hall does not unduly impact on adjoining Hirers and residents, for example excessive noise and/or privacy. Hirers that use music as part of their activity (including physical activity classes) must consider options to minimise noise interference with other areas such as keeping doors closed.

The Hirer must ensure that all relevant laws, including those relating to noise are complied with during the hire of the Hall. This includes responsibility for maintaining the correct Australian Performing Rights Association (APRA) and associated public performance licenses if required (including those for background music, fitness class music, movies and other media used by the Hirer or guests at the Hall). For further info visit <https://www.apraamcos.com.au/>.

The level of noise emissions from any band, orchestra, musical instrument, DJ or activity within the facility shall not exceed normal background noise level when measured at the nearest boundary of any residential property. After 11.00pm the noise emissions shall not exceed the background noise at any point outside the Hall.

Booking times must be strictly adhered to. All music and noise making activities are to cease by 12.00am. Failure to comply with any official request to reduce noise will result in immediate cessation of the hire.

5.13. Hirer's Possessions

The Hirer will remove from the Hall all their equipment, goods and effects after each booking and within the booked time and no later than 12.00am, (unless otherwise arranged with the CCAQ).

Authorised committee members of the CCAQ are the only persons permitted to enter, examine and search the Hall for lost property left behind by any Hirers. All articles found in any part of the Hall shall be retained until property is claimed



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and/or restored to the owner of the production of satisfactory proof of ownership or for a period of three months.

All electrical equipment brought into the Hall by the Hirer must have a current electrical safety test.

5.14. Catering and Food Preparation

All activities involving food handling and/or preparation must comply with the Food Act 2006.

All licensable food businesses must hold and display a current Food License under the Food Act 2006.

Both licensable and non-licensable food businesses (including not-for profit activities) must comply with food safety requirements under the Food Act 2006 and Food Safety Standards.

The Hirer shall not bring or permit any additional cooking appliances for use in the Hall kitchen unless written approval has been received from the CCAQ.

No BBQs, spits or cooking appliances with open flames are permitted in the Hall.

5.15. Alcohol

The Hirer shall notify the CCAQ in advance, if any alcoholic beverage of any kind is proposed to be brought into the Hall.

The Hirer must observe the values of the CCAQ and the general community and must not permit excessive alcohol consumption, or any other actions likely to cause, result in or engender, community concern or complaint.

If it is the intention of the Hirer to sell liquor to function attendees, an appropriate Liquor permit must be obtained from the Queensland Government Office of Liquor and Gaming Regulation (OLGR).

Non-Profit community organisations may not need a Community Liquor Permit for a one-off fundraising event or function and should check the self-assessment criteria on the OLGR website.

In accordance with Australian laws, underage consumption of alcohol and serving alcohol to intoxicated persons is not permitted. Persons serving alcohol must hold a current "Responsible Serving of Alcohol" (RSA) Certificate.

Under no circumstances is alcohol to be consumed on the public footpath, driveway or carpark areas, or in front of adjoining properties and residences.

5.16. Smoking

Smoking is not permitted within the confines of the Hall and externally within five metres of entrances.

The Hirer is prohibited from bringing onto the Facilities or using fireworks or any other machine, matter or material which emits or has the potential to emit



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smoke or fire, or emulates, simulates or has the potential to emulate or simulate the emission of smoke or fire. Smoke machines are permitted.

5.17. Damages and Repairs

Any damaged furniture and equipment must be reported immediately. Hirers not reporting damage or faults will be held responsible for the repair of the goods.

The Hirer agrees to pay to the CCAQ, within 14 days of demand being made by the CCAQ, the cost of repairing or making good any damage to the Facilities or the loss of any equipment, furnishings or other items arising out of or incidental to the Hiring other than damage caused by events outside the control of the Hirer. This clause survives expiration or earlier termination of the Hiring.

5.18. Animals

Animals are not permitted at any Hall unless written approval has been received from the CCAQ. Exceptions that do not require any approval include assistance and official animals such as guide dogs, registered carer animals and Police dogs.

5.19. Parking

During the hire no vehicles are to obstruct access or egress to the Hall, or any neighbouring businesses and residences, except when loading and unloading equipment to the Hall.

All parking must comply with parking sign requirements.

Access to the Hall's basement parking is permitted.

5.20. Access by the CCAQ

The Hirer will permit the CCAQ committee members or any other authorised person(s) or contractor of the CCAQ at any time to enter upon the Hall or any part thereof and abide by the directives of those persons.

5.21. Hall Capacity

The Hirer is responsible for ensuring the numbers of persons does not exceed Hall capacity, which is up to 500 persons.

5.22. Use of the Hall

The Hirer shall ensure that the Hall is used in an orderly and lawful manner and will not permit any disorderly or improper conduct in the Hall nor permit any person who is affected by liquor or guilty of disorderly or improper conduct to be, or remain, in the Hall.

The Hirer shall not permit any act, matter or thing which may injure or tend to injure the reputation of the CCAQ or cause a nuisance or annoyance to others, at or in the Hall.

The Hirer is responsible for the behaviours of the persons using the Hall hired whatever their capacity. This includes ensuring that persons leaving the Hall do so in an orderly manner without causing nuisance or annoyance to other community members and adjacent residents.



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The Hirer is required to ensure that any activity conducted at the Hall does not pollute the environment or be contrary to legislative requirements in regard to the environment.

The CCAQ reserves the right to ban and/or have any person/group removed from the premises where that person/group has or is likely to cause injury/damage to other persons or property.

6. Risk Management

6.1. Reporting Accident, Injury, or Incident

All accidents, injuries and incidents must be reported to the CCAQ within 24 hours of the event occurring. Any accident, injury or incident that results in a person being taken to hospital must be reported immediately to the CCAQ.

6.2. Risk Prevention

The Hirer is required to:

- Ensure all spillages on floors are mopped and cleaned to prevent any slips, trips or falls;
- Keep doorways, passages, and exits unobstructed;
- Familiarise themselves with any safety requirements or instructions; and

Ensure patrons using the Hall adhere to safe practices and comply with specific safety requirements for the Hall. For safety reasons, children are not permitted in kitchens or to move furniture.

6.3. First Aid

First Aid Kits are not available at the Hall for Hirer's use. It is the responsibility of the Hirer to ensure they have a suitable First Aid Kit in their possession whilst they are in use of Hall.

6.4. Emergency Response Procedures

Hirers and guests must adhere to the CCAQ's emergency response procedures as set out in Appendix 1 to these Conditions of Hire.

7. Indemnity

The Hirer and the CCAQ will agree as follows:

The Hirer use and occupy the Hall at the risk of the Hirer, and the Hirer will release the CCAQ, its employees, committee, members and contractors from all actions, claims and demands of every kind resulting from:

- Any accident, loss, damage or injury to any person or property occurring on the Hall whilst occupied or used by the Hirer or by any property servant or agent of the Hirer; except where the actions, claim or demand is a result of the negligence or omissions of the CCAQ, its employees, contractors or agents;
- Any loss or damage suffered by any person or persons arising out of the exercise by the CCAQ, its employees, committee, members, servants or agents of any right or discretion pursuant to the Hire Agreement; except where the



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actions, claim or demand is a result of the negligence or omissions of the CCAQ, its employees, contractors or agents; and

- Any accident, loss, damage or injury to any person or property arising out of the use of the equipment provided by the CCAQ pursuant to the hire of the Hall, except where the action, claim or demand is a result of the negligence or omissions of the CCAQ, its employees, committee, members, contractors or agents.

The Hirer will indemnify the CCAQ, its employees, committee, members, contractors or agents from and against all actions, claims and demands of every kind which the CCAQ or its employees, committee, members, servants, agents or contractors shall or may be liable for in respect or arising from any accident, loss, damage or injury to person or property by reason of anything done or omitted by the Hirer or their servant or agent for which the Hirer is legally liable. The Hirer will only provide this indemnity for matters arising from the negligent acts or omissions of the Hirer, or their servant or agents.

Any right and powers of the CCAQ shall not be deemed to impose upon the CCAQ any responsibility for selection of the work or works proposed to be performed or being performed on the Hall at any time.

8. Disputes

In the event of any dispute or difference arising from the hire or as to any matter raised in relation to the meaning of any of these Conditions of Hire, the decision of CCAQ, acting reasonably, shall be final and conclusive.

Any function/event of any kind shall be subject to the Conditions of Hire which it shall be taken as read and understood by the Hirer upon the signing an Application form for Hire.



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APPENDIX 1 - EMERGENCY RESPONSE PROCEDURES

- a) In this Appendix 1, the “assembly area” is the gathering point in the event of an evacuation which is marked on the Evacuation Sign and Diagram displayed within the Hall.
- b) As CCAQ representatives are not permanently located on site, The Hirers are responsible for responding to all emergencies and coordinating any evacuations of the building occupants. Occupants must be made aware of the evacuation procedure for the building, including exits and assembly area at the commencement of the hire period.
- c) On becoming aware of an emergency involving smoke/fire occupants must raise the alarm verbally (shout FIRE FIRE FIRE) to alert other occupants if an automatic fire/smoke detection system does not exist or has not activated.
- d) The Hirer shall decide if an evacuation is appropriate, notify the occupants in the building and direct them to follow the EXIT signs and leave through the nearest safe emergency exit and proceed to the assembly area. The Hirer shall check evacuation routes to determine if they are safe to use.
- e) The Hirer shall notify the relevant emergency service(s) of the type and location of the Emergency by phoning 000.
- f) The Hirer or a person reasonably fit for the task and designated by The Hirer shall arrange to assist any persons requiring special attention, including mobility-impaired persons, to safely evacuate.
- g) If safe, the Hirer or a person reasonably fit for the task and designated by The Hirer shall arrange to check the building, including bathrooms and storerooms to determine whether all occupants have evacuated to the assembly area. Do not struggle with occupants who refuse to evacuate, but alert them to the emergency personal and notify emergency services upon arrival of the last location of any occupants remaining in the building.
- h) All patrons of the Hall are required to proceed to the assembly area as directed by the Hirer or a person reasonably fit for the task.
- i) If unable to safely evacuate, close all doors and signal your presence at a window if possible.
- k) The priority is the safe evacuation of all occupants. Do not attempt to fight a fire unless the Hirer are competent and confident with the required back up and skills to operate the fire safety installations safely and effectively.
- l) Remain calm and follow evacuation instructions and the instructions of attending emergency services.



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- m) The emergency services (Queensland Fire and Rescue Service, Queensland Police Service) shall assume control on arrival. The Hirer shall advise them whether all occupants have evacuated and other information about the emergency as required.
- n) Do not re-enter the building until the Hirer are told it is safe to do so.
- o) In the event of fire:
 - i. Use the back of your hand to check closed doors for excessive heat before opening;
 - ii. Stay low as smoke and heat will build from the ceiling down;
 - iii. Close doors behind the Hirer as they exit. This helps to limit the spread of fire and smoke;
 - iv. Ensure all occupants assemble in the designated assembly area; and
 - v. If anyone is missing, tell the fire service on arrival. **DO NOT ATTEMPT** to re-enter the building.
- p) In the event of a bomb threat:

If a bomb/suspicious item is found:

 - i. Do not touch the object;
 - ii. Advise the nominated CCAQ representative immediately;
 - iii. The Hirer shall advise other persons to move from the area;
 - iv. The Hirer shall notify the relevant emergency service(s) of the type and location of the emergency – phone 000; and
 - v. The Hirer shall evacuate persons to an assembly area different to the standard assembly area as far from the building as possible.
- q) In the event of a severe storm:
 - i. Seek shelter immediately;
 - ii. Avoid windows, external doors, outdoor courtyard, carpark and driveway areas, unless the Hirer can safely secure them;
 - iii. If possible, do not remain in cars.