

**HIRE AGREEMENT – DECEPTION BAY ENVIRONMENTAL HUB**

**Joseph Crescent, Deception Bay, Queensland**

**TERMS AND CONDITIONS OF HIRE**

|  |
| --- |
| **Section 1 – Hire Agreement Conditions** |

**General**

1. The Redcliffe Environmental Forum (REF) agrees to hire the Premises, Deception Bay Environmental Hub, for the purpose noted in the Reference Schedule (Section 3); and permits the Hirer to use and access the Premises for the period of hire.
2. This contract of hire does not create any lease or tenancy of the Deception Bay Environmental Hub but is merely a license to occupy the Premises for the agreed period.
3. REF reserves the right to remove any agents, employees, invitees, or contractors of the Hirer if those persons break any obligations or conditions of the Hire Agreement or engage in any conduct found to be objectionable.

**Charges**

1. The charges payable by the Hirer shall be those set out by REF. The Hirer agrees to pay the hiree and any additional charges within 30 days of the date of the Invoice.
2. The Hirer acknowledges that the hire fee does not include assistance with audio-visual equipment, catering or setup/reset costs.
3. If a booking is cancelled less than 24 hours prior to the time set for the Premises hire, the full hire fee shall be paid by the Hirer.

**Insurance**

1. The Hirer indemnifies REF against all losses, expenses, liabilities, claims and damage incurred as a result of, or arising from, the hire of the Premises which were caused by any act or omission of the Hirer, its servants, agents or invitees.
2. The Hirer must take out or hold a public liability insurance policy in the name of the Hirer current as at the period of hire. A copy of the Certificate of Currency showing Public Liability insurance held is to be submitted along with the completed Hire Agreement and booking application before bookings can be confirmed.

|  |
| --- |
| **Section 2 – Obligations and Provisions** |

**Observance of Laws**

1. The Hirer agrees to indemnify REF against loss or damage if the Hirer, or a person admitted to the Premises during the period of hire, damages or destroys any property, injures any person, or fails to observe any of the Hirer’s obligations under this agreement.
2. The Hirer shall not admit patrons to the Premises more than the estimated attendance as specified in Section 3 of this Agreement.
3. The Hirer shall not transfer or sub-let any right of the Hirer under this agreement to another person.

**Cleaning**

1. Cleaning is the responsibility of the Hirer. Rooms are to be left clean and tidy with all rubbish placed in the bins provided and any excess waste removed from site. This includes the four toilet cubicles and hygiene facilities associated with the restroom area. The kitchenette is to be cleaned, including washing, drying and putting away dishes, and the fridge is to be emptied of all items brought to site by the Hirer. REF will not be responsible for items left in the building. An additional cleaning fee may be charged if the Hirer has created cleaning requirements above and beyond normal cleaning.

**Good Order**

1. The Hirer shall be responsible for the maintenance of good order in and around the Premises during the hire period.
2. The Hirer shall take all reasonable steps to ensure all persons admitted to the premises during the hire period conduct themselves with proper consideration for the interests of the Hirer and observe these obligations at all times.
3. The Deception Bay Environmental Hub is located within a residential area therefore consideration must be given to the residents who live nearby with regard to minimising noise and unruly behaviour by people using and vacating the Hub area.

**Liquor, Refreshments, Smoking**

1. Unless otherwise approved by agreement with REF, the Hirer shall not bring or sell liquor, beverage, food or refreshments onto the Premises. In the event approval is given, the Hirer shall abide by any conditions imposed by REF.
2. The Hirer is to ensure that smoking is not permitted inside the Premises or in the area surrounding the Hub.

**Fire Safety Regulations/Emergency Plan**

1. The Hirer is responsible for the safety of guests attending their hired event and should familiarise themselves with the Fire and Evacuation Plan located onsite. The *Building Fire Safety Regulation 2008* must be followed and enforced.
2. The Hirer is to familiarise themselves with both the location of prescribed fire safety equipment within the building and the location of emergency exits.
3. The Hirer is responsible on arrival of their attendees to their function/event to advise all attendees of the locations of emergency exits, fire equipment, evacuation assembly area, and location of amenities.
4. All doors in the evacuation route are to be unlocked and free from obstruction at all times.

|  |
| --- |
| **Section 3 – to be completed by the Hirer** |

**Purpose of Use: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Period of Hire: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Start Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Finish Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Start Time \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Finish Time: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Estimated Attendance (numbers): \_\_\_\_\_\_\_\_**

|  |
| --- |
| ***Signed for and on behalf of the Hirer:***  **Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **Organisation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **ABN *(if applicable): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***  **Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_**  **Email address (for invoicing): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **Phone No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |

|  |
| --- |
| **Section 4 – to be completed by Redcliffe Environmental Forum representative** |
| **Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **Special conditions *(if applicable): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***  **Hire Fee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |