

APPENDIX A**TERMS AND CONDITIONS OF HIRE**

1. Advertising / Promotional material

- 1.1 The Centre Manager must approve all promotional activities occurring within the facility.
- 1.2 Any signage or promotional material for advertising the Hirer's service must be approved by the YMCA unless the information is regarding schedule of games/fixtures/results.
- 1.3 As a guide, the YMCA will not approve advertising that:
 - a) might imply the YMCA are involved or endorse the thing advertised;
 - b) in the sole opinion of YMCA, is objectionable.

2. Alcohol

- 2.1 Alcohol shall not be served or consumed at the venue or on the grounds without prior approval from the YMCA and without an appropriate liquor permit or licence.
- 2.2 If the event is licenced for sale of alcohol a payment of a bond of \$1000 and the employment of a security company providing 2 qualified staffs for the first 100 expected participants plus 1 staff for every 100 additional participants is required.

3. Animals

- 3.1 With the exception of assistance animals, all animals are prohibited in the facility.

4. Booking Cancellations / Modifications / Terminations

- 4.1 Permanent Cancellation – Notification of the permanent cancellation of a fixed term booking must be made in writing (letter, email or fax) in advance of the last intended usage date with 28 day notice.
- 4.2 One-off Cancellation – Notification of one-off session cancellations or alteration must be made in writing (letter, email or fax) by an authorised person. Authorised persons can be changed or nominated at any time during the agreement.
- 4.3 Cancellation Fees
The YMCA waves the cost of cancellation or change for one booking per Term.
No show or cancellation within 48 hours: 100% booking cost. From 48 hours to 28 days: 50% booking cost.
Cancellation made 28 days from the date or more: free. Change of date/hours to any booking within 28 days: \$25 admin fee.
- 4.4 The YMCA reserves the right to cancel, reject or alter bookings if they are deemed dangerous or not consistent with goals, objectives or values of the YMCA.
- 4.5 The YMCA retains the right to immediately cancel this Agreement at any time, should the Hirer breach any clause contained therein.
- 4.6 Modification of Booking - If bookings in this agreement require modification (change of day, time or hire area), notification must be given in writing with at least 48 hour notice. Such a notification does not represent a guarantee of change, and the YMCA will accommodate the requested change subject to availability. If no notification of change of usage is received then the Hirer will be charged as per the Agreement.
- 4.7 In fixed Terms bookings some timeslots may be altered to accommodate major events being hosted. If the regular usage time is unavailable due to a major event being hosted by the facility then users will be notified by the YMCA not less than 28 days prior, so as alternative arrangements can be made by the Hirer.

5. Cleaning and Repair

- 5.1 The Hirer must keep the premises clean and tidy.
- 5.2 The Hirer must report to YMCA Management as soon as practical any damage, loss or fault to YMCA facilities, fittings or equipment, including any keys provided to the facility.
- 5.3 The Hirer is responsible for, and must promptly pay the cost of any additional cleaning, repairs or make good/replacement costs as a result of the facility being left in an untidy condition, damage caused as a result of the hirers use of the facility, loss of keys or for breaches of this agreement. The Hirer must pay these costs before hiring the facility again.
- 5.4 The Hirer is responsible for costs of cleaning or damages incurred by any dependent guest/children.
- 5.5 Upon cessation of this agreement the Hirer must leave the premises in a clean and tidy condition, removing all personal property, decorations and refuse.

6. Conduct and Behaviour

- 6.1 The Hirer is responsible for the conduct of their participants.
- 6.2 Children must be supervised at all times.
- 6.3 The YMCA encourages access for all people. If any individual or group is not abiding by the facility's general conditions of use, or through their behaviour limits the enjoyment of others, the YMCA reserves the right to eject them from the facility.

7. Compliance with Laws

- 7.1 The Hirer must, in its use of the Premises, comply with all applicable laws, statutes, ordinances, orders or requirements of relevant council or statutory authorities.

8. Equipment

- 8.1 The YMCA may, if space is available and in its absolute discretion, permit the storage of equipment at the facility.
- 8.2 The Hirer shall ensure all equipment used in the provision of services shall be in good and safe working condition.
- 8.3 When the agreement ends, the Hirer must remove all the Hirer's property from the premises.
- 8.4 Use of YMCA equipment will be at the discretion of the YMCA and may incur additional fees.
- 8.5 The Hirer must notify the YMCA as soon as it is discovered that an item of equipment is faulty or not working. This could be done in writing, email or by phone as soon as practical after the booking.

- 8.6 The Hirer may only move furniture in the premises with the consent of the YMCA and the Hirer must return the furniture to the original place at the end of each hire. The Hirer must stack / store all furniture and equipment in a safe manner.
- 8.7 Fixtures and fitting are not to be interfered with without prior approval of the YMCA. Any changes permitted must be returned to their original state at the end of the hire agreement.

9. Facility Maintenance

- 9.1 The YMCA may enter the hired area to inspect or to carry out necessary maintenance or repairs, at any reasonable time and with reasonable notice. In entering the hired area, the YMCA must take reasonable care to minimise any disturbance or disruption to the Licensee in its use of the hired area. If there is an emergency, the YMCA may enter at any time without notice.
- 9.2 The YMCA must give the Hirer notice of any proposed repairs, maintenance or building works to the Premises and, in carrying them out.

10. Facility Use

- 10.1 The Hirer does not have exclusive use of the Premises, the YMCA may access the Premises at any time when the Hirer is using it.
- 10.2 Access to the facility is strictly limited to the hours and areas booked in accordance with this Agreement, unless alternative arrangements have been made with the YMCA. Additional fees will be payable or the booking may be cancelled in the event the Hirer accesses or uses the facility outside booking hours or agreed areas.
- 10.3 The Hirer shall not obstruct in any way corridors, passages, halls, elevators, fire stairways relating to the building.
- 10.4 The Hirer shall not leave any doors or windows unlocked when the premises are unoccupied.
- 10.5 The Hirer must not make any additions or alterations to the facility, fittings or equipment without the prior written approval from the YMCA.
- 10.6 The YMCA reserves the right to refuse admission to any person or persons, to control access to and from the premises and to control opening and closing times of the facility.
- 10.7 Food and drink will not be permitted on any playing surfaces.
- 10.8 Non-marking rubber soled shoes only permitted on court surfaces.
- 10.9 The YMCA reserves the right to request the Hirer to remove any material which is considered by the YMCA in its absolute discretion to conflict with the values of the YMCA.

11. First Aid and Emergency Procedures

- 11.1 All hirers must nominate a first aid officer
- 11.2 Where a hire will occur outside of the facilities normal operating hours and no staff will be on-site, the YMCA must ensure the Hirer is familiar with the facilities emergency evacuation procedures.
- 11.3 It is a requirement that a '**YMCA Accident/Incident Report**' form be completed for any injury or incident that takes place at the facility as soon as possible after the incident occurs and then given to the YMCA.

12. Fees

- 12.1 Fees payable are specified in the schedule of fees and are inclusive of GST.
- 12.2 The Hirer must pay the Fee to the YMCA as directed by the YMCA.
- 12.3 The YMCA will give the Hirer **28 day** written notice of any increase to the fees and charges.
- 12.4 No fee reduction is given if the activity concludes earlier than anticipated.
- 12.5 Hirers will be charged in accordance with the standard schedule of fees if usage times exceed the specified booking.
- 12.6 The YMCA reserves the right to apply a 'bond' where necessary.

13. Fundraising / Sales

- 13.1 Selling of food/drink is not permitted by the hirer without prior written approval from YMCA management.
- 13.2 The sale of items by the Hirer as fundraising activities is acceptable by management provided it does not directly compete with products or services already offered by the Centre.

14. Indemnity and Liability

- 14.1 The Hirer uses the facilities (including storage facilities), and equipment at the YMCA at its own risk and agrees to indemnify and hold harmless the YMCA, its employees, contractors, officers and agents against any and all losses and liabilities brought against the YMCA, including those brought by a third party, caused or contributed to by any negligent act or omission or wilful misconduct of the Hirer, its officers, employees or agents, or any breach by the Hirer of its obligations under this Agreement, or breach of any statute or regulation by the Hirer, its officers, employees or agents and in respect of death or bodily injury, illness or adverse change in medical condition or state of health to any person, damage to third party property or damages, fines or penalties.
- 14.2 The YMCA shall not be liable in tort (including negligence), contract (including fundamental breach of contract), bailment, contravention of any statute or breach of statutory duty, for any personal injury (including death) and any loss of or damage to any motor vehicle, chattel or thing of the Hirer which have been left at the facilities of or stored at the YMCA whatsoever and howsoever caused.

15. Insurance

- 15.1 All associations and commercial bookings must, for the term of this agreement, take out public liability insurance policy which will indemnify the YMCA in case of any claims arising out of the use of the centre. Minimum cover required is \$20,000,000 (twenty million dollars) for any individual claim which may be made.
- 15.2 The Hirer must provide the YMCA with evidence of current insurance, such as a Certificate of Currency or a copy of the current policy, and provide the YMCA with an updated evidence in the event the policy expires during the term of the Agreement.
- 15.3 The YMCA will maintain a Public Liability insurance policy on usual terms in respect of the Premises for at least \$20,000,000.00 for any one event with a reputable and substantial insurer. This may be by way of a general public liability policy in respect of a number of premises in more than one location.

16. Invoicing

- 16.1 Invoices will be sent prior to the event being conducted and are payable within 10 days of the event being concluded..

- 16.2 YMCA Brisbane reserves the right to commence debt recovery for unpaid hire fee's and debt recovery will incur an additional fee of \$250.
- 17. Notices**
17.1 A notice, request, consent, approval or other communication (each a notice) to be given by either party to the other party must be in writing. This includes regular mail, fax or email.
- 18. Non-competition**
18.1 The YMCA can refuse any booking request which purpose is to compete or is perceived as competing against one or more similar service or programs provided by the YMCA.
- 19. Nuisance and Noise**
19.1 The Hirer shall conduct its activities so as not to cause any nuisance, annoyance or inconvenience to the YMCA or the other occupiers of the facility or the surrounding buildings.
19.2 Any breach of noise regulations or complaints may result in cancellation of the hirers future bookings.
- 20. Period of Agreement**
20.1 Hirer's are expected to adhere to timeslots as agreed to in this document. Bookings must be inclusive of time required for set-up, pack-up, warm-ups, etc. Should your group continue beyond the time stated, an extra hire charge will apply in accordance with the standard schedule of fees. Booking are made for a minimum of 60 minutes and
20.2 The Agreement starts on the day of approval by YMCA and continues until the last booking has been completed. Any ongoing booking arrangement will be reviewed annually at the anniversary date of the contract.
20.3 Hirers are responsible for vacating the building before closing time. If closure of the facility is delayed due to the Hirer, an additional hire fee will be applied in accordance with the standard schedule of fees. Additional security call out costs may also be charged.
- 21. Permitted use**
21.1 The Hirer must only use the facility for the activities mentioned in 2. Scope of Activities.
- 22. Photographic recording equipment**
22.1 The Hirer must inform the YMCA of any intention to use photo or video recording equipment within the premises.
22.2 Use of any photo or video recording equipment must be approved by the YMCA.
22.3 Approval may be dependent upon permission from others within the facility.
- 23. Public Holidays**
23.1 Please note that the facility may be closed on public holidays of operate for restricted trading hours; please check with YMCA Management for exact times.
- 24. Qualifications**
24.1 All staff and volunteers of the Hirer must be appropriately qualified and trained to conduct their activity, in conjunction with industry peak bodies, best practice and Working with Children Check requirements. Proof of staff/volunteer qualifications will be requested by YMCA management.
- 25. Safeguarding Children and Young People**
25.1 The YMCA is committed to the safety of children and young people in all of our facilities. As such, YMCA undertakes accreditation with the Australian Childhood Foundation to ensure the highest level of safety for our customers. The Hirer is required to:
a) Have a child protection policy in place that meets YMCA Safeguarding Children and Young People standards or will accept responsibility to act in accordance with YMCA's Safeguarding Children and Young people policies. This includes staff/volunteers being required to hold current working with children clearances.
b) Supply the YMCA with a list of current staff and volunteers who will be working at YMCA sites, along with their valid Working with Children numbers and expiry dates. A form will be provided by the YMCA for this purpose.
c) Provide an update to Working with Children information each time there are changes to staff or volunteers. The YMCA will audit the validity of Working with Children Checks.
d) Inform YMCA within **24 hours** of becoming aware of any reports or allegations of serious child abuse or neglect that involves the hirers or YMCA staff or volunteers.
- 26. Safety and Risk Management**
26.1 The Hirer must abide by all requests made by the YMCA staff in the interests of health and safety, and the enjoyment of other users of the facility.
26.2 The YMCA will ensure that the facility and equipment provided to the Hirer are fit for purpose.
26.3 The Hirer must not bring or permit any flame, candle, explosive, fuel, pyrotechnic, flammable or hazardous substance or any dangerous weapon to be brought into or used on the Premises.
26.4 If the risk posed by the activity of Hirer is considered unacceptable by the YMCA in its absolute discretion, the booking will not be accepted.
- 27. Security call out**
27.1 Any costs incurred from security call outs or remote activation will be invoiced to the hirer.
- 28. Sign-in**
28.1 The hirer is to nominate up to 5 persons authorised to sign in and confirm the hours and number of participants to the activity.
Sign in at reception is compulsory
28.2 The number of participants is to be provided at reception during sign in or as soon as practical afterwards.
- 29. Smoking**
29.1 Smoking is not permitted within the building, or within 10m of doorways and windows.
- 30. Special restrictions or conditions**
30.1 Special or specific restrictions or conditions may be placed on use of the premises as seen fit by the YMCA
- 31. Subletting**

31.1 Allocated booking times may not be on-sold or sub-let to other parties.

32. Survival of provisions

32.1 A provision of this Agreement that has not been met at the time of expiry, or can have effect after that date, continues to apply after the Agreement ends.

33. Unsupervised groups

33.1 Should the Hirer be using the premises after hours and/or without a YMCA staff member present in the facility, the Hirer shall be provided with information on emergency response procedures for the facility, including an out of hours contact name and phone number.

34. Variations

34.1 A change to this agreement is effective only if it is in writing and signed by both parties.