



FACILITY AND EQUIPMENT HIRE APPLICATION

CASUAL TERM HIRE

This agreement is specifically for those hirers which have approval for use of the YMCA of Brisbane's equipment and facility for short term Hire. We ask that the Hirer read and understand the accompanying **TERMS AND CONDITIONS OF HIRE** to ensure the Hirer's use of the facility and equipment is safe and compliant with regulations.

1. HIRER

Hirer (Organisation / Group / Individual):		Date:
Booking Type:	<input type="checkbox"/> School Group <input type="checkbox"/> Community Group <input type="checkbox"/> Other <input type="checkbox"/> Business / Commercial Company ABN:	
Contact Person:	Position in Organisation / Group:	
Address:		Post code:
Telephone:	Mobile:	E-mail:

2. SCOPE OF ACTIVITY

Please provide details of the activity / function:

Number of participants :

Age of participants:

Number of staff / members or persons responsible for running / supervising activity:

3. QUALIFICATIONS / LICENCES

Does the Hirer have a person qualified to provide First Aid / CPR?	<input type="checkbox"/> No	Will the Hirer be providing its own First Aid equipment?	<input type="checkbox"/> No
	<input type="checkbox"/> Yes		<input type="checkbox"/> Yes
Does the activity require instructors/persons in charge to hold any qualifications or licenses?	<input type="checkbox"/> No	The YMCA may require copies of qualifications of instructors.	
	<input type="checkbox"/> Yes		

4. FACILITY USEAGE AND ACCESS

Room / Area	Day(s)	Frequency	Start Time	Finish Time
<i>Attached separate sheet where more space is required.</i>				

5. EQUIPMENT USEAGE AND ACCESS

Please provide details of any YMCA equipment requirements – please note use of YMCA equipment may involve additional fees:	Start Time	Finish Time
Please provide details of potentially hazardous equipment / chemicals to be brought on site: (eg: marquee, jumping castle, flammable liquids etc.)		

6. INSURANCE

Is the Hirer a "Legal Entity" <input type="checkbox"/> No <input type="checkbox"/> Yes Evidence of current Public Liability insurance is required and must be provided prior to approval being provided for the booking.	Name of Insurance Provider:		
	Policy No.:	Insured Amount:	Expiry Date:

OFFICE USE ONLY

Are Keys required to be Issued: <input type="checkbox"/> No <input type="checkbox"/> Yes	Provided Date: Initial: Key Number:	Return Date: Initial:
Is Alarm Pin access required: <input type="checkbox"/> No <input type="checkbox"/> Yes	I confirm I have received instruction on use of the alarm panel. User ID:	Date: Initial:
Hire occurs outside of hours: <input type="checkbox"/> No <input type="checkbox"/> Yes	I confirm I have received instruction on the facilities emergency response procedures.	Date: Initial:
Security Deposit Paid <input type="checkbox"/> No <input type="checkbox"/> Yes	BSB: Account Number: Deposit returned Wednesday following event. Allow 7days	Return Date: Return Amount:

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 The Hirer must not erect or display advertising material on the premises without prior approval from the YMCA Centre Manager.
- 1.3 As a guide, the YMCA will not approve advertising that:
 - a) might imply the YMCA, Department of Education, Training and Employment (DETE) or Department of Communities, Child Safety and Disabilities (DoCCS&D) are involved or endorse the thing advertised;
 - b) refers to the premises other than to show the location of the venue; and
 - c) is in the sole opinion of YMCA, objectionable.

2. Alcohol

- 2.1 Alcohol may not be served or consumed at the venue or on the grounds without written approval from the YMCA and the School P&C and without an appropriate liquor permit or licence.
- 2.2 The Hirer must provide a minimum of 6 weeks written notice to the YMCA and the School P&C in relation to the provision, consumption, or sale of alcohol within the Community Centre.

3. Animals

- 3.1 Service or Assistance Animals are permitted at this venue, all other animals are not permitted at this venue or on the surrounding grounds.

4. Booking Cancellations / Modifications / Terminations

- 4.1 Notification of Cancellation
 - Must be made in writing (letter, email or fax) prior to the session, within the timeframe specified in **Item 8 of the Schedule**.
- 4.2 Cancellation Fees
 - No cancellation fees will apply, as long as the Notification of Cancellation requirements are met. Failure to comply with the above requirements will result in the full hire fee being charged.
 - 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.
 - The YMCA retains the right to immediately cancel this Agreement at any time, should the Hirer breach any clause contained therein.
- 4.3 Modification of Booking
 - If bookings in this Agreement require modification (change of day, time or hire area), notification must be given in writing prior to the change within the timeframe specified in **Item 8 of the Schedule**. 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.

5. Cleaning and Repair

- 5.1 The Hirer must keep the premises clean and tidy, removing all personal property, decorations and refuse of any kind, upon cessation of this agreement.
- 5.2 The Hirer must report any damage, loss or fault to YMCA facilities, fittings or equipment, including any keys provided for the facility to the YMCA Management as soon as practical.
- 5.3 The Hirer is responsible for, and must pay within the time frame set by Centre Manager, the costs of any additional cleaning, repairs or replacement of fittings or equipment 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. These cost will be deducted from the Hirer's security cleaning deposit and if cleaning cost exceeds this amount, the Hirer will be invoiced and must pay the balance.

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 and/or cancel any future bookings.
- 6.4 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.
- 6.5 Any breach of noise regulations or complaints may result in cancellation of the hirers future bookings.

7. Compliance with Laws

- 7.1 The Hirer must abide by all local laws when using the Premises.

8. Party Safe for Hosts

- 8.1 The YMCA will notify the Hirer, at the YMCA's discretion, if they are required to register the occasion with the local police at www.police.qld.gov.au/party, this will be specified in **Item 9 of the Schedule**.

9. Equipment

- 9.1 The YMCA may, if space is available and in its absolute discretion, permit the storage of equipment at the facility.
- 9.2 The Hirer shall ensure all equipment used in the provision of services shall be in good and safe working condition.
- 9.3 When the Agreement ends, the Hirer must remove all the Hirer's property from the Premises.
- 9.4 Use of YMCA equipment will be at the discretion of the YMCA and may incur additional fees, this includes the use of electronic and multimedia equipment.
- 9.5 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.
- 9.6 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 and store all furniture and equipment in a safe manner.

10. Facility Maintenance

- 10.1 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 Hirer in its use of the hired area. If there is an emergency, the YMCA may enter at any time without notice.

11. Facility Use

- 11.1 The Hirer does not have exclusive use of the Premises and the YMCA may access the Premises at any time when the Hirer is using it.
- 11.2 The Hirer has the right in common with YMCA and all other occupiers of the premises to use the reception areas, corridors, lavatories and other communal conveniences and areas in the facility throughout the term of this agreement.
- 11.3 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. Pre-booking access may be arranged with the YMCA by appointment.
- 11.4 The Hirer shall not obstruct in any way corridors, passages, halls, elevators, fire stairways relating to the building.
- 11.5 The Hirer shall not leave any doors or windows unlocked when the premises are unoccupied.
- 11.6 The Hirer must not make any additions or alterations to the facility, fittings or equipment without the prior written approval from the YMCA. Any changes permitted must be returned to their original state at the end of the hire agreement.
- 11.7 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.

12. First Aid and Emergency Procedures

- 12.1 The YMCA will, at its discretion, decide if a hirer requires first aid equipment and a qualified first aid person in attendance during the course of the hire period, as specified in **Item 9 of the Schedule**.
- 12.2 Where a hire will occur outside of the facilities normal operating hours and no YMCA staff will be on-site, the YMCA must ensure the Hirer is familiar with the facilities emergency evacuation procedures.
- 12.3 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.

13. Fees

- 13.1 Fees payable are specified in **Item 7 of the Schedule**, will be invoiced in advance to confirm bookings.
- 13.2 The Hirer must pay the Fee to the YMCA and payments are to be made two weeks prior to the booking date. The Hirer will be invoiced and provided details of the direct credit details to the nominated bank account of the YMCA.
- 13.3 If payment is not made within said time, a penalty fee may be incurred and the room may not be available.
- 13.4 No fee reduction is given if the activity concludes earlier than anticipated.
- 13.5 Hirers will be charged in accordance with the standard schedule of fees if usage times exceed the specified booking.
- 13.6 The YMCA reserves the right to apply a 'bond' where necessary.

14. Fundraising / Sales

- 14.1 Selling of food/drink is not permitted by the hirer without prior written approval from YMCA management.
- 14.2 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 or its lessees.

15. Indemnity and Liability

- 15.1 You, the Hirer uses the facilities (including storage facilities), and equipment at the YMCA of Brisbane at your own risk. You should assess and satisfy yourself on the suitability and condition of the Facility and all fittings and fixtures which will be used prior to use.

15.2 You are liable for, and indemnify, and hold harmless the YMCA of Brisbane, against all liability, claims, damage, loss, costs and expenses (including, without limitation, legal fees, costs and disbursements and any environmental loss, cost, damage or expense) in respect of:

- (a) personal injury, illness or condition;
- (b) damage to property; or
- (c) a claim by a third party,

in respect of Your hire or use of the Equipment or Your breach of any clause in this Hire Agreement.

Your liability under this indemnity is diminished to the extent that the YMCA of Brisbane, its employees or volunteers breach the Hire Agreement or negligence causing the liability, claims, damage, loss, costs or expenses to you.

15.3 We will not be liable to YOU for any acts or omissions of any person supplied by the YMCA of Brisbane where that person is acting under YOUR direction and control during the Hire Period and you indemnify Us against all liability, claims, damage, loss, costs and expenses (including, without limitation, legal fees, costs and disbursements on a full indemnity basis, whether incurred or awarded against Us and any environmental loss, cost, damage or expense) arising from or incurred in connection with such acts or omissions.

15.4 You, the Hirer, understands injuries or illnesses may impact future abilities to earn a living, engage in other business, social and recreational activities and generally enjoy life. You understand and appreciate there are risks and Agree to assume responsibility for those risks.

16. Insurance

16.1 Insurance requirements will be dependent on the activity being conducted and the hirers. Associations and commercial bookings may be required, for the term of this agreement, to 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 ten million dollars (\$10M) for any individual claim which may be made.

16.2 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 updated evidence in the event the policy expires during the term of the Agreement.

16.3 The YMCA will maintain a Public Liability insurance policy on usual terms in respect of the Premises for at least \$10M 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.

17. Keys

17.1 Where keys are required, the Hirer must make arrangements for the safe collection and return of the relevant keys to the YMCA.

17.2 Any costs incurred from the replacement of keys or the change of locks will result in the hirer losing their bond.

17.3 The Key is not to be copied

17.4 The key is not to be used by any other person other than the person the key is issued to.

17.5 I will return the keys as soon as possible when no longer required.

18. Period of Agreement

18.1 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.

19. Permitted use

19.1 The Hirer must only use the facility for the Permitted Use, as indicated in *Item 3 of the Schedule*.

20. Photographic recording equipment

20.1 The Hirer must inform the YMCA of any intention to use photo or video recording equipment within the premises.

20.2 Use of any photo or video recording equipment must be approved by the YMCA.

20.3 Approval may be dependent upon permission from others within the facility.

21. Qualifications

21.1 Qualifications are dependent of the activity being undertaken, please see *Item 9 of the Schedule* for further information.

Where required, 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 may be requested by YMCA management.

22. Safety and Risk Management

22.1 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.

22.2 The YMCA will ensure that the facility and equipment provided to the Hirer are fit for purpose.

22.3 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.

22.4 If the risk posed by the activity of the Hirer is considered unacceptable by the YMCA in its absolute discretion, the booking will not be accepted.

23. Security PIN

23.1 Where a security PIN has been provided, the Hirer must not pass on the PIN to any other parties.

23.2 Any costs incurred from security call outs or remote activation will be invoiced to the hirer.

24. Smoking

24.1 Smoking is not permitted within the building, or within 10m of doorways and windows.

25. Special restrictions or conditions

25.1 Special or specific restrictions or conditions may be placed on use of the premises as seen fit by the YMCA, as identified in *Item 9 of the schedule*.

26. Subletting

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

27. Survival of provisions

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

SCHEDULE

Item 1 Owner:	YMCA of Brisbane ABN 61028995366
Item 2 Hirer:	Name: ABN:
Item 3 Permitted Use: Describe activities permitted to be undertaken under the terms of this agreement.	
Item 4 Premises: Detail area(s) to be used that will form part of this agreement including address of facility.	
Item 5 Commencement Date: Enter commencement date of agreement	
Item 6 End Date : Enter expiry date of agreement	
Item 7 Fees: Enter fee amounts and frequencies where applicable.	Bond: \$ 90.91 <u>100.00</u> + GST Hire Fee: \$ + GST Use of YMCA Equipment: \$ + GST Alarm arming Fee \$ 22.72 + GST Alarm call out Fee \$ 72.72 + GST Room rearrangement Fee \$ 27.27 + GST Key Replacement \$ 45.46 + GST Cleaning Fee – dependant on cleaning/ repairs required.
Item 8 Cancellations and Variation Notice Periods: Enter notification timeframes.	Notification of Cancellation: <u>14 days written notice.</u> Booking Variation: <u>7 days written notice subject to availability.</u> <u>Failure to do so will result in forfeiture of booking fees.</u>
Item 9 Special Restrictions or Conditions: Detail any restrictions or specific terms of use in addition to those specified in the Terms and Conditions of Hire.	Hirer to provide First Aid qualified person: <input type="checkbox"/> YES <input type="checkbox"/> NO Hirer to provide First Aid kit: <input type="checkbox"/> YES <input type="checkbox"/> NO Hirer permitted to take photos / video recordings: <input type="checkbox"/> YES <input type="checkbox"/> NO Hirer permitted to serve alcohol: <input type="checkbox"/> YES <input type="checkbox"/> NO Hirer to be provided with keys: <input type="checkbox"/> YES <input type="checkbox"/> NO Hirer to be provided with alarm code: <input type="checkbox"/> YES <input type="checkbox"/> NO Hirer to be provided with emergency procedures: <input type="checkbox"/> YES <input type="checkbox"/> NO Hirer to register occasion at Party Safe <input type="checkbox"/> YES <input type="checkbox"/> NO Other:

AGREEMENT AND EXECUTION

I, the undersigned,

- confirm I have read and understood all **Terms and Conditions of Hire** of this facility booking and agree that the above-mentioned organisation / group will use the facility in accordance the conditions contained in this agreement.
- agree to be responsible for ensuring that all individuals or groups using the premises in association with this application shall comply with the **Terms and Conditions of Hire**.
- understand that any breach of these **Terms and Conditions of Hire** will result in cancellation of the booking or additional costs being incurred by the Hirer.
- authorise the YMCA staff to obtain medical and/or ambulance assistance in the case of an accident or emergency involving the applicant and I agree to bear all costs thereby incurred.
- confirm I have authority to sign this agreement.
- Understand actions against this agreement will result in the loss of bond.
- A documented, request, consent, approval or other communication must to be given by either party to the other party. This must be provided in writing, this may include letter, fax or email.

Signature of Hirer:	Name of authorised person:	Date of Execution:
Signature Authorised Officer of the YMCA:	Name of Authorised Officer:	Date of Execution:

The original copy of this agreement will be kept on-site and a photocopy will be given to the Hirer.

The YMCA acknowledges and respects privacy of individuals. The information that is being collected on this document is for the purposes of processing your facility/equipment booking, providing you with updated information, collecting statistical data for assisting us improve our services to you. The intended recipients of this information are the YMCA, its staff and contracted service providers as part of your relationship with the YMCA. You have the right to access and alter personal information concerning yourself in accordance with the Commonwealth Privacy Act (Amended 2001) and YMCA Privacy Policy.

I, the Hirer, confirm all information provided above is true and correct.

Name of Hirer representative:	Signature:	Date:
-------------------------------	------------	-------

OFFICE USE ONLY

Facility Hire Agreement Checklist	Tick if Completed		
1. Facility Hire Application and Agreement completed and signed	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
2. Evidence of current Public Liability Insurance received	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A
3. Keys issued	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A
4. Alarm code access provided and understood	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A
5. Emergency Response Procedures provided and understood	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A
6. Evidence of qualification received (if relevant)	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A
7. Hiring organisation / group has agreed to abide by YMCA policies	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
8. Staff person checking Booking/Agreement: _____			
Signed: _____ Date: __/____/____			