



FACILITY HIRE APPLICATION

This agreement is specifically for those hirers and hirers that use the YMCA on a **regular basis**. A “**regular basis**” is a period not less than **ten hires per annum**. We ask that the Hirer read and understand the accompanying **TERMS AND CONDITIONS OF HIRE** to ensure the Hirer’s use of the YMCA is safe, smooth and compliant with regulations.

1. HIRER

Hirer (Organisation / Group):		Date: **/**/201*
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:	
Does the activity involve children or young people under the age of 18 years?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
<i>A Working With Children Check Record [APPENDIX A] identifying the Blue Card number and expiry for ALL instructors must be attached and verified.</i>	

3. QUALIFICATIONS / LICENCES

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

4. FACILITY USEAGE AND ACCESS

Room / Area	Day(s)	Frequency	Start Time	Finish Time
	Day **/**/201*			
<i>Attached separate sheet where more space is required.</i>				
Keys Issued: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provided Date: Initial:	Return Date: Initial:		
Alarm Pin access: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Alarm Pin: I confirm I have received instruction on use of the alarm panel.		Initial:	
Emergency Procedures: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Required where hire occurs outside of the facilities operating hours. Provided Date: I confirm I have received instruction on the facilities emergency procedures. Initial:			

5. EQUIPMENT USAGE

Please provide details of any YMCA equipment requirements – please note use of YMCA equipment may involve additional fees:

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 checked="" 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:

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 may 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.

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 an on-going booking must be made in writing (letter, email or fax) in advance of the last intended usage date, within the timeframe specified in **Item 8 of the Schedule**.
- 4.2 One-off Cancellation – Notification of one-off session cancellations must be made in writing (letter, email or fax) prior to the session, within the timeframe specified in **Item 8 of the Schedule**.
- 4.3 Cancellation Fees – No cancellation fees will apply, as long as the above cancellation requirements are met. Failure to comply with the above requirements will result in the full hire fee being charged, and this fee will be payable on the next invoice.
- 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 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.
- 4.7 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 **four (4) weeks** 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 and the YMCA may access the Premises at any time when the Hirer is using it.
- 10.2 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.
- 10.3 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.
- 10.4 The Hirer shall not obstruct in any way corridors, passages, halls, elevators, fire stairways relating to the building.
- 10.5 The Hirer shall not leave any doors or windows unlocked when the premises are unoccupied.
- 10.6 The Hirer must not make any additions or alterations to the facility, fittings or equipment without the prior written approval from the YMCA.
- 10.7 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.
- 10.8 Food and drink will not be permitted on any playing surfaces.
- 10.9 Non-marking rubber soled shoes only permitted on court surfaces.
- 10.10 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 The YMCA must ensure the Hirer is familiar with the facilities emergency evacuation procedures.
- 11.2 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.
- 11.3 The YMCA will, at its discretion, decide if a hirer requires a qualified first aid person in attendance during the course of the hire period.

12. Fees

- 12.1 Fees payable are specified in **Item 7 of the Schedule**, are exclusive of GST and will be invoiced in arrears.
- 12.2 The Hirer must pay the Fee to the YMCA as directed by the YMCA within 14 days of invoice.
- 12.3 The YMCA will give the Hirer **28 days** 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 or its lessees.

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 \$10,000,000 (ten 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 \$10,000,000.00 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. Keys

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

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. Nuisance and Noise

- 18.1 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.
- 18.2 Any breach of noise regulations or complaints may result in cancellation of the hirers future bookings.

19. Period of Agreement

- 19.1 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.
- 19.2 The Agreement starts on the Commencement Date and continues until the Expiry Date as indicated in *Items 5 and 6 on the Schedule*.
- 19.3 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.

20. Permitted use

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

21. Photographic recording equipment

- 21.1 The Hirer must inform the YMCA of any intention to use photo or video recording equipment within the premises.
- 21.2 Use of any photo or video recording equipment must be approved by the YMCA.
- 21.3 Approval may be dependent upon permission from others within the facility.

22. Public Holidays

- 22.1 Please note that the facility may be closed on public holidays or operate for restricted trading hours; please check with YMCA Management for exact times.

23. Qualifications

- 23.1 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 may be requested by YMCA management.

24. Safeguarding Children and Young People

- 24.1 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 and staff. The Hirer is required to:
- 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.
 - 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.
 - 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.
 - 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.

25. Safety and Risk Management

- 25.1 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.
- 25.2 The YMCA will ensure that the facility and equipment provided to the Hirer are fit for purpose.
- 25.3 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.
- 25.4 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.

26. Security PIN

- 26.1 Where a security PIN has been provided, the Hirer must not pass on the PIN to any other parties.
- 26.2 Any costs incurred from security call outs or remote activation will be invoiced to the hirer.

27. Smoking

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

28. Special restrictions or conditions

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

29. Subletting

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

30. Survival of provisions

- 30.1 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.

31. Unsupervised groups

- 31.1 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.

32. Variations

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

SCHEDULE

Item 1	Owner:	YMCA of Brisbane ABN 61028995366
Item 2	Hirer:	ABN
Item 3	Permitted Use:	
Item 4	Premises:	*****, located at YMCA Springfield Lakes Community Centre, 53 Springfield Lakes Boulevard, Springfield Lakes, Q 4300.
Item 5	Commencement Date:	**/**/2016
Item 6	Expiry Date :	**/**/2016
Item 7	Fees:	Hire Fee - \$** per hour + GST Bond- by invoice Alarm arming Fee \$25 Alarm call out Fee \$80 Room rearrangement Fee \$30 Key Replacement \$50 Cleaning Fee – dependant on cleaning/ repairs required.
Item 8	Cancellations and Variation Notice Periods:	Permanent Cancellation - 14 days written notice One-off Cancellation - 48 hours' notice Booking Variation - 7 days' notice, subject to availability
Item 9	Special Restrictions or Conditions:	Hirer to provide First Aid qualified person: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Hirer to provide First Aid kit: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Hirer permitted to take photos / video recordings: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Hirer permitted to serve alcohol: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Hirer is permitted to utilise furniture from within the room of hire and kitchen only. Utilisation of other resources within the centre is strictly by permission of the centre coordinator in writing, this includes accessing rooms not included in your booking. Any items used must be returned to their origin and failure to do so may result in a penalty fee. All persons supervising activities within the centre must undertake emergency training and also understand the alarm, key and cleaning requirements of the centre before commencing. Hirers are responsible for the set up and pack up of their own rooms and must return rooms to original state as depicted in photograph in doorway holder.

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 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.

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 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.

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. Emergency Response Procedures provided & understood	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A
4. Evidence of qualification received (if relevant)	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A
To be completed if hire activities involve children or young people under 18 years	
5. Working With Children Check Form has been completed and received	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A
6. Hiring organisation / group is using their own Child protection policies <ul style="list-style-type: none"> • If YES complete question 7. • If NO complete question 8. 	<input type="checkbox"/> YES <input type="checkbox"/> NO
7. Policy(ies) have been checked and include the following : <ul style="list-style-type: none"> • Commitment to Safeguarding Children and Young People • A statement that defines sexual abuse, physical abuse, emotional or psychological abuse and neglect • A statement that indicates that all personnel within the organisation are expected to act to safeguard children and young people by: <ul style="list-style-type: none"> ○ Adopting appropriate practices and behaviour when carrying out their duties ○ Reporting any abuse of which they become aware, that is perpetrated by staff within the organisation, or by those outside the organisation including family and extended family members, neighbours, friends, peers, siblings or strangers <p>** If any questions have been answered NO in question 2a), then the booking / agreement must NOT proceed until policies have been updated to comply with all safeguarding requirements OR organisation agrees to abide by the policies of YMCA .</p>	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> NO
8. Hiring organisation / group has agreed to abide by YMCA policies <ul style="list-style-type: none"> • A copy of YMCA Safeguarding Policies has been supplied to organisation / group • YMCA has received written confirmation from organisation that they agree to comply with YMCA Safeguarding Policies 	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> NO
Staff person checking Booking/Agreement: _____	

Signed: _____ Date: ____/____/____



Working With Children Check Record

Please list all staff and volunteers who will be rostered at a YMCA site.
Include information where a person has an exemption.

Hirer (Organisation / Group):				
First Name	Last Name	Working With Children Check Number	WWC Expiry Date	OFFICE USE ONLY Validated

I confirm all information provided above is true and correct.

Name of Hirer representative:	Signature:	Date:
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