



Townsville Senior Citizens Welfare Association Inc.

14-16 Ryan Street Belgian Gardens QLD 4810

Email: secretary@tscwa.org.au

Website: www.tscwa.org.au

Phone: 0466 863 426

ABN: 85 690 314 585

IA04357 / CH0462



1. Insurance

Hirers require Public Liability Insurance (PPL) coverage of \$20,000,000 [certificate of currency] together with a copy of the policy document which lists all exclusions to be provided to Townsville Senior Citizens Welfare Association Inc. (TSCWA). A discount is available for organisations having their own Public Liability Insurance. TSCWA will allow one (1) Hall Hire under our PPL to an organisation, after which that organisation will be required to provide a certificate of currency for continued Hall hire.

2. Exclusion of Liability

TSCWA will not be responsible for any loss or damage caused directly or indirectly by any fault in or failure of electricity supply, lighting, heating, electronic equipment or any loss or injury to any person no matter how it arises, except to the extent that the loss or damage has been caused by the wilful act of TSCWA.

3. Disclaimer

Liability for Damage

The Hirer indemnifies TSCWA and accepts all liability for damage and loss caused to the TSCWA Hall including without limitation any fixture, fitting, equipment or other property of TSCWA during the booking time or during any access provided prior to and after the booking time to the Hirer or any contractors, servants, workmen or any person obtaining access to the TSCWA Hall for, though or on behalf of the Hirer.

The Hirer will be responsible for all costs of any rectification works required to TSCWA or replacement costs of the damaged property save for any right to contribution to those costs arising from loss and damage that is attributable to negligence on the part of TSCWA. In the event that the Hirer fails to reimburse TSCWA for any such damage or loss TSCWA is entitled to recover such loss as a liquidated debt from the Hirer. The production of an invoice or invoices for the rectification works or replacement of property is agreed proof of the minimum amount of TSCWA's loss between the parties.

4. Centre information

Townsville Senior Citizens Welfare Association Hall is located at 16 Ryan Street Belgian Gardens. Parking is available on street and off street in parking lot adjacent to hall except for reserved designated parking areas, (Hairdresser, Act For Kids parking and TSCWA Executive).

5. Conference room

The conference room is equipped with a 100" (inch) television screen with HDMI connection, Wi-Fi and white board. The conference room seats 20 people comfortably, air conditioned and private. There are the BBQ area or hall tables for breaks, tea or coffee can be served at the kitchen servery next to conference room. This venue is not part of typical hall hire and is only hired for its designed purpose of meetings or conferences.

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6. Permits, Licences and Approvals (including Food and Beverage)

Food

A permit may be required if food is available *for sale or for promotional purposes* - this includes the preparation, storage, handling and sale of all food items including beverages. The Hirer is to determine if a food licence is required. The Hirer will then provide a copy of any licences required prior to booking e.g. Food Act 2006, Chapter 3 of the Food Standards, Standard 3.2.2A Food safety management tools.

Alcohol

This venue is not licenced to serve alcohol and therefore alcohol is not to be consumed in any part of the venue or surrounding areas i.e. car park. The sale or serving of alcohol is prohibited in TSCWA venue. If you wish to consume alcohol at a wedding, festival or similar event being held at this venue, you should apply to Townsville City Council to have the area declared 'wet' for the occasion.

However, having an area declared 'wet' does not rule out the need for a liquor licence or permit if you intend to sell or supply liquor to others, such as at a festival or fete. Go to the 'Getting a liquor licence' section of the <http://www.olgr.qld.gov.au/consumers/alcoholInpublic/index.shtml> website for more information (Liquor Act 1992).

Glassware

No handheld glassware is permitted, i.e. beer bottles or wine glasses.

Spirit and wine bottles are permitted if drink is dispensed into a plastic or tempered glass drinkware.

7. Workplace Health and Safety

The Hirer must ensure that their activities do not breach any Work Health and Safety legislation (WHS Act 2011). Use of TSCWA venue entails a moral and legal obligation to ensure that activities are carried out in a safe manner.

First Aid

Any organised bookings (not social) will require First Aid provisions. A minimum requirement for organised bookings is a First Aid Officer or contact and larger organised bookings will require a First Aider in attendance.

The Hirer is encouraged to ensure adequate medical, and first aid equipment is available throughout the duration of the hire period.

Reports

All incidents/accidents/injuries must be reported immediately to TSCWA by phone.

Smoking

Ensure the new-Tobacco Amendment Act 2004 is adhered to.

No smoking is allowed in any part of the venue/s and/or within 10m of entrances.

After Hours Emergencies:

For any issues pertaining to your booking please phone TSCWA on 0459 741 499.



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8. Electrical Power.

Is power required. The Hirer should establish if existing power at the venue is suitable for the booking.

Ensure that all electrical equipment and its use, complies with the provisions of the Electrical Safety Act 2002, Electrical Safety Regulation 2013 and all other relevant legislation and standards:

AS/N2S3002:2021 Electrical installations - Shows, carnivals and events:

- All electrical leads and other specific electrical equipment are in a serviceable condition and are fitted with a current test and tag.
- All leads are of sufficient current carrying capacity for the load which it is to supply in compliance with regulations.
- All electrical supply leads and conductors positioned at ground level shall be suitably protected against physical damage through means such as isolation of the cable with barricades or provision of mechanical protection.

9. Equipment

Tables and Chairs:

There are 80 chairs, and 13 tables included in the hire. They must be return to previous designated positions at the completion of your hire. If tables and chairs are not returned to designated position \$100.00 will be taken from the bond amount for the reconfiguration of the tables and chairs.

Any damage to walls/floors because of moving tables around the centre shall be subject to the terms listed in **3. Disclaimer**.

Kitchen Facilities:

- 1x Commercial Stove
- 2x Fridge
- 1x Microwave
- 1x Large Urn
- 1x Commercial Dishwasher
- 1x Pie Warmer
- Servery into hall

Other:

- Public Address (PA) System
- Overhead data projector (supply your own laptop)

***Note:**

Pool tables, table tennis tables, dart board, piano are not included in the hire except where prior approval has been sought.



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10. Waste and Site Clean Up

Venue Bin Facilities

Bin facilities are available on site at the designated areas, if the rubbish bins are full, please remove excess rubbish when departing the venue.

Venue Clean Up

The Hirer using the venue is responsible for leaving the venue clean and tidy inside and in the carpark, any movement of furniture and/or equipment must be put back to its original position. *A cleaning fee will be deducted from the bond to cover any cleaning requirements, or movement of furniture/equipment, the amount will depend on the work required.*

This includes:

- Kitchen facilities are to be left clean and tidy, with benches wiped, oven/convection microwave wiped clean, and all items washed and put away.
- Any food stored in the refrigerator must be removed at the end of each booking.
- All waste products, including food scraps, must be placed in the rubbish bins outside the venue/s and NOT left inside the venue.
- The Hirer must ensure that tables and chairs are wiped down after use.
- If a Hirer shifts any venue furniture and/or equipment, the Hirer is responsible for returning it to its original position after their event. Any repositioning by TSCWA of furniture or equipment after the event will incur a deduction from the hirer's Bond Amount commensurate to the amount of work involved in the repositioning of furniture or equipment.
- The Hirer must ensure that the air conditioners and all lights and fans are turned off, electrical equipment (other than the fridges) is turned off and unplugged.
- All doors and windows are securely locked, and curtains/blinds closed when they leave the venue.
- The Hirer is responsible for ensuring the floor is cleaned by sweeping and mopping up any spillage made before they leave the venue.
- It is the responsibility of the Hirer to ensure that appropriate cleaning equipment is available for use, or to bring/supply their own.
- The Hirer is also responsible for rubbish left in carpark, grassed areas and gardens and any damaged incurred to garden areas e.g. irrigation, garden edging or plants during the event.

11. Noise Pollution Regulated by Townsville City Council (TCC)

Amplified Equipment

- The Environmental Protection Act 1994 says that for indoor venues, the noise cannot exceed 5dB(A) above the background level from 7am to 10pm; and 3dB(A) above the background level from 10pm to midnight.
- Speakers must be located so that noise is directed away from residential premises.
- No amplification can occur before 7.00am or after midnight.
- TCC may conduct noise monitoring checks throughout the event. If it is deemed the noise monitoring checks are not adhered to; fines may be issued in accordance with the Environmental Protection Act 1994.

12. Discrimination and Disputes

It is the responsibility of the Hirer to ensure that the event complies with the Disability Discrimination Act 1992 and Anti-Discrimination Act 1991. Further information may be obtained from the Disability Services Commission and Aged and Disability Advocates Townsville.



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13. Booking Cancellations and Amendments

Cancellations/Amendments by Hirer

The hirer must notify TSCWA in writing at least two (2) business days of your intention to cancel or amend a booking/s otherwise full payment of hire will be charged.

Cancellation by TSCWA

TSCWA may authorise TSCWA staff to enter or close the venue for health and safety and or emergency reasons.

In the event the venue cannot be made available to the Hirer on the date/s for which it has been hired by reason of fire, flood, damage and emergency requirement by TSCWA or any other reason, TSCWA will not be liable for loss, damage or injury suffered by the Hirer by reason of the unavailability of the venue, with the exception of refunding in full to the Hirer, any damage deposit and hiring fees paid for the cancelled booking.

Admission and Removal of individuals

TSCWA may at any time in its absolute discretion:

- a) Refuse admission to the venue
- b) Direct any person or persons to leave the venue.

14. Payments

The Hirer will pay additional fees, for incidents or activities outside the specified agreement of the booking, for call outs, cleaning, repair or replacement due to damages incurred by inappropriate use of the TSCWA controlled space or facility. These fees may be deducted from your \$250.00 bond.

15. Keys to venue

Keys to venue are to be placed in the TSCWA office letterbox (next to door 10) when building has been locked up. The refund can then be deposited back into the hirer's account next business day.

This agreement will not be accepted unless signed and dated by hirer.

I Being the contact person for the hire of TSCWA hall, accept the Terms and Conditions, Information Privacy Act and applicable fees and charges listed in the agreement. I understand by signing this agreement I take full responsibility for payment and obligations outlined above. I am over the age of eighteen (18) years of age.

Signed:

Date: