

BETWEEN: QUEENSLAND POLICE CITIZENS YOUTH WELFARE ASSOCIATION ACN 009 666 193 of 654 Lutwyche Road, Lutwyche, Queensland (“QPCYWA”

Sunshine Coast Branch;

AND: The person listed in Schedule 1 as the Hirer (“Hirer”).

INTRODUCTION

- A. QPCYWA owns, manages or leases the Building.
- B. QPCYWA has agreed to permit the Hirer to hire the Premises.
- C. The Hirer has agreed to enter into this Agreement with QPCYWA to hire the Premises and agrees to comply with the terms set out in this Agreement.

IT IS AGREED

1 Definitions and Interpretation

1.1 Definitions

In this Agreement except to the extent that the context otherwise requires:

Associated Persons means the Hirer, its invitees, any third party employed or engaged by or associated in any way with the Hirer and includes students of the Hirer and members of the Hirer’s class.

Bond means the amount in Schedule 1 paid to the QPCYWA by the Hirer.

Building means the building set out in Schedule 1.

Commencement Date means the date set out in Schedule 1.

Equipment means any equipment on the Premises from time to time.

Expiry Date means the date (if any) set out in Schedule 1.

Fee means the fees set out in Schedule 1.

Premises means the premises set out in Schedule 1.

2 Term

2.1 This agreement commences on the Commencement Date.

2.2 If this Agreement continues after the Expiry Date in Schedule 1, either party may terminate this Agreement by giving to the other party 1 months prior notice in writing.

3 Hirer’s Obligations

3.1 The Hirer agrees:

- (a) to manage, supervise and take responsibility for the conduct of any Associated Persons on the Premises under the Hirer's control;
 - (b) to ensure that the Hirer and any Associated Persons uses any Equipment on the Premises in a safe and reasonable manner and in accordance with any rules displayed in the Building ;
 - (c) to ensure that the Hirer and any Associated Persons uses facilities in the Building made available by the QPCYWA for use by the Hirer in a safe and reasonable manner;
 - (d) to observe any policies and requirements of the QPCYWA applicable to the use of the Building, the Premises or any Equipment notified by the QPCYWA and including without limitation, the policies in Schedule 2;
 - (e) not to carry out any reckless, unlawful, dangerous, immoral or offensive act on the Premises;
 - (f) not to damage, alter, deface or destroy any part of the Building, the Premises or any Equipment or allow any Associated Person to do so;
 - (g) to immediately notify QPCYWA of any injury or accident that occurs on the Premises and submit a QPCYWA Record of Injury, Illness and Occurrences Form to QPCYWA within 24 hours of any such incident occurring on the Premises;
 - (h) not to allow more than the maximum attendance numbers to attend on the Premises;
 - (i) to ensure minimum numbers of supervisors and qualified First Aid persons is maintained; and
 - (j) leave the Premises in a clean and tidy state and remove all property belonging to the Hirer and any Associated Persons left on the Premises after each session
- 3.2 The Hirer must, as a condition of this Agreement hold and provide to the QPCYWA evidence of the Hirer's qualifications and licences necessary to carry out the type of activity being carried out by the Hirer.
- 3.3 The Hirer cannot assign its rights and obligations under the Agreement to any other party, without the prior consent in writing from QPCYWA. The rights granted to the Hirer are personal and grant no interest in the Building or the land on which the Building is situated

- 3.4 If the Hirer or any Associated Persons breaches clause 3.1:
- (a) The Hirer will at its own expense, clean the Premises or make good all damage promptly after notice from the QPCYWA;
 - (b) If the Hirer does not make good the damage within the period stated by the QPCYWA, then the QPCYWA may do so at the cost of the Hirer, including charging a cleaning fee;
 - (c) The Hirer will indemnify the QPCYWA against all costs and expenses incurred in undertaking those works and also agrees to pay the excess of any insurance claim made by QPCYWA relating to any damage.
 - (d) The QPCYWA may use the Bond to pay for the works it undertakes and if it does, the Hirer will, on request by the QPCYWA, pay a further amount to the QPCYWA so that the Bond remains the amount in Schedule 1.
- 3.5 The Hirer's Authorised Representative named in Schedule 1 is the nominated person the QPCYWA may contact at any time during this Agreement. The Hirer's Authorised Representative is responsible for ensuring that the requirements of this Agreement as to safety, supervision and conduct are complied with.

4 Insurance

- 4.1 The Hirer must:
- (a) take out and maintain adequate insurance cover in the name of the Hirer and noting the QPCYWA for:
 - (i) personal injury to Associated Persons and members and staff of the QPCYWA;
 - (ii) loss or damage of property and Equipment owned by the Hirer or QPCYWA.
 - (b) keep QPCYWA and its officers, employees and agents indemnified against all losses, liabilities, claims or demands arising from:
 - (i) any act or omission of the Hirer, including any Associated Person, in connection with the use of the Premises whether at common law, or for breach of statutory duty, or under any other statute or law;
 - (ii) injury or damage suffered whatsoever by the Hirer or any Associated Persons whilst in or about the Premises; or
 - (iii) a failure by the Hirer to comply with its obligations pursuant to this Agreement or any other agreement with any Associated Persons.
 - (c) not engage in any conduct on the Premises which will increase the premium payable by the QPCYWA for its own insurances, or render void or voidable any insurance policy for the premises held by QPCYWA; and

- (d) provide a copy of the certificate of currency of its insurance policy when requested by the QPCYWA.

5 QPCYWA's Obligations

5.1 QPCYWA agrees to:

- (a) permit the Hirer to enter upon the Premises and use the Premises and Equipment and the toilet and change room facilities adjacent to the Premises;
- (b) not knowingly interfere with the Hirer's reasonable use and enjoyment of the Premises and Equipment during the term of this Agreement;
- (c) provide the Premises to the Hirer in a reasonable condition and provide adequate light and power sources;
- (d) provide the Hirer with access at the agreed time and relevant information, including a briefing on the fire/evacuation procedures at the Premises at the commencement of this Agreement;
- (e) provide a QPCYWA Record of Injury, Illness and Occurrences Form to the Hirer on the Commencement Date;
- (f) on the Expiry Date, refund the Bond or so much that remains unused by the QPCYWA in accordance with this Agreement.

6 Payment of Fee

- 6.1 In consideration for QPCYWA allowing the Hirer to use the Premises, the Hirer will pay the Fee to QPCYWA.
- 6.2 QPCYWA will provide the Hirer with a tax invoice.
- 6.3 Payment of the Fee must be made in advance as set in Schedule 1.

7 Termination

- 7.1 QPCYWA may terminate the Agreement with immediate effect:
- (a) if the Hirer commits a breach of this Agreement;
 - (b) if the Hirer fails to comply with a statutory or other legal obligation whilst on the Premises including failing to comply with the terms of any license that may be required for the activity carried out by the Hirer;
 - (c) if the Hirer fails to comply with any reasonable direction or policy issued by the QPCYWA.

8 Notices

- 8.1 All notices and consents required or permitted to be given under the Agreement must be in writing and given by personal service, post or facsimile transmission to the addresses of the parties set out in this Agreement or to such other address as a party may designate to the other by written notice.
- 8.2 Any notice to the QPCYWA must be addressed to the Branch Manager.

EXECUTED AS AN AGREEMENT

EXECUTED for and on behalf of)
Queensland Police Citizens Youth)
Welfare Association (ACN 009 666 193)
by _____ its
authorised representative in the
presence of:

.....
Signature of witness

.....
Name of witness

SIGNED BY _____ in the)
Name of Hirer)
presence of:)
.....

.....
Witness

.....
Name of Witness (print)

SCHEDULE 1

If hiring the upstairs function room please also complete the relevant next document

Hirer's name: _____

Hirer's Address: _____

Hirer's Contact Phone: _____

Hirer's Authorised Representative: _____

(where Hirer is not an individual)

Building: **Sunshine Coast PCYC**

Commencement Date: _____

Expiry Date: _____

(For daily hire insert date of hire)

Day/s of Use: _____

Hours of Use: _____

Bond: \$_____

Fee: _____

Allowed Use of Premises: _____

Maximum attendance numbers: _____

Minimum number of Supervisors: _____

**Minimum number of
qualified First Aid persons"** _____

SCHEDULE 2

POLICIES

- The Hirer will provide a First Aid Officer and appropriate First Aid Kit where necessary
- The Hirer must at all times have due regard to the statutory requirements, including in relation to:
 - a. noise restrictions;
 - b. potential inconvenience to occupiers of adjoining premises;
 - c. liquor licensing
 - d. gambling restrictions;
 - e. fire restrictions
 - f. number of occupants
- [add other policies]



Sunshine Coast PCYC Function Room

If you intend to have alcohol at your function you will need to meet with the Branch Manager to discuss security issues. All prices include GST.

PRICE

Room Hire for Functions @ \$22 per hour minimum charge \$165, hourly rate includes any requested time for set up and depending on circumstances may include any time between setup and function (If you wish to set up in morning for a night function see Manager. This may be allowed by negotiation without the need to pay for the whole day)

Date Required..... Times:.....

Please indicate if the following items are also required:

Chair Hire access to up to 120 chairs \$33 flat rate

.....

Table Hire @ \$11 per table. Number required x \$11 =

.....

Cutlery, glassware, plates, trolley. flat rate access to all \$55

.....

Table Cloths (10 napkins included with each TC) x \$15 =

Downstairs Kitchen Access flat rate for function @ \$55

.....

Audio/Visual hire (mics, projector, screen, sound system) @ \$44

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Refundable Bond (see conditions)* \$500

TOTAL COST INCLUDING BOND

A refrigerator is available for use in the upstairs kitchen.

CLEANING AND PACK UP GUIDE

- **Bond** will be returned if all areas and equipment are left as found with no damage. Cleaning equipment is available in the function room storeroom. All dishes must be cleaned and stored as found. Tablecloths and napkins to be piled neatly in the storeroom and we will arrange laundering at our cost.

Room Cleaning

- 1) All equipment to be cleaned and packed away as found prior to set up, wipe tables and any marks or spills on chairs. Stack chairs in 10's.
- 2) Use brooms provided to sweep floors
- 3) Kitchen upstairs and downstairs to be mopped out, benches cleaned and left as found prior to hire
- 4) There is no requirement to mop the whole large blue floor, sweeping is fine, as we will use the scrubber on it after a function, however any spills or obvious marks should be mopped over
- 5) Ensure all doors are locked and secure and lights are out
- 6) Bins will have bags in them which should be removed when full and taken to the industrial bin in the bottom of the main car park

BOND will be reduced @ \$44 per hour or part thereof required for cleaners to attend to any of the above jobs not completed.

FIRE SAFETY

IN CASE OF FIRE

1(a) EXIT (QUICKLY & QUIETLY) VIA THE CLOSEST SAFE EXIT AND ASSEMBLE AT THE CRICKET PITCH IN THE MIDDLE OF THE OVAL.

(B) IF UNSAFE TO EXIT VIA SQUASH COURTS AT BACK OF COMPLEX, THEN ASSEMBLE AT POOL AREA.

2. CHECK THAT ALL PERSONS ATTENDING THE CLUB ARE PRESENT ON THE OVAL.

3. CONTACT FIRE SERVICES ON 000 IF POSSIBLE.

4. DO NOT RE-ENTER THE BURNING BUILDING.

SUPERVISORS AND KEY HOLDERS

1. KNOW HOW MANY PEOPLE ARE UNDER YOUR CONTROL AT ALL TIMES, MAKE THEM AWARE OF THE PROCEDURES IN CASE OF FIRE.

2. WHEN SUPERVISING PROGRAMS ENSURE ALL EXITS ARE OPEN AND NOT CONGESTED.

3. IN CASE OF FIRE, ENSURE THE SAFETY OF YOUR CHARGES AND OTHER PERSONS IN THE IMMEDIATE AREA BY FIRST EVACUATING THEM AND CHECKING NUMBERS, THEN CONTACT 000 AND THE MANAGER.

4. IF YOU BELIEVE IT IS SAFE AND ALL PERSONS HAVE EVACUATED, YOU MAY ATTEMPT TO EXTINGUISH THE FIRE.

