

COORAN MEMORIAL SCHOOL OF ARTS INC.

HALL HIRE AGREEMENT

REVIEWED February 2018

HALL HIRE AGREEMENT

SCHEDULE

1. Details of hirer

Full name of organisation/person/persons:

Name of contact:

Address:

Phone:

Mobile:

ABN:

(insert above the Australian Business Number, if any, of the Hirer)

BSB:

Account name:

Account number:

(Optional banking details for return of bond)

2. Details of premises and equipment being hired (see Cooran Hall Hire Rates on the website www.cooranhall.org.au/bookings)

Area/s being hired:

Equipment being hired:

Booking taken by..... Date

3. Details of Public Liability Insurance (if required - see clause 8 of the agreement)

Name of Insurer:

Name of policy holder:

Policy Number:

Date of Expiry:

COORAN MEMORIAL SCHOOL OF ARTS INC.

ABN 28 275 897 258

HALL HIRE AGREEMENT

This agreement is made on the day of 201..... .

BETWEEN the Cooran Memorial School of Arts Inc., (**CMSA**), situated at 14 King Street Cooran, PO Box 11, Cooran, Queensland 4569 Ph: 0459112877; bookings@cooranhall.org.au; www.cooranhall.org.au

AND **(Hirer)**
(inset full name of organisation/person/persons)

IT IS AGREED THAT:

1. Definitions

In this agreement:

“premises” refers to the area/areas being hired from CMSA as set out in Clause 2 of the Schedule under **“Details of premises and equipment being hired.”**

“equipment” refers to the equipment, if any, needed by the Hirer and provided by CMSA as set out in Clause 2 of the schedule under **“Details of premises and equipment being hired.”**

2. The purpose for which the premises and equipment, if any, is to be used is
.....

(insert purpose for which the premises and equipment, if any, is being hired e.g., wedding, meeting, art exhibition etc.)

3. The Hirer will hire from CMSA the premises and the equipment, if any, referred to in the schedule, situated at the Cooran Memorial School of Arts (**the Hall**) at 14 King Street, Cooran, Queensland.

4. The Hirer is entitled to use the premises and equipment, if any, on the..... day/s of 201..... between the hours of am/pm and am/pm.

5. The Hirer will pay the sum of \$..... for use of the premises for the period set out in 4 above.

6. In addition to the sum set out in 5 above, the Hirer will pay a refundable bond of \$..... .

7. The Hirer is responsible for the removal of all rubbish generated as a result of the hiring, from the Hall, the premises and /or grounds.

8. The Hirer will take out and maintain a broad form contractual third party liability insurance (also known as public liability insurance and legal liability insurance) providing adequate coverage with a corporation authorised to carry on insurance business, if required by CMSA. The details of which are to be set out in Clause 3 of the Schedule. The Hirer will produce a certificate of currency whenever reasonably requested by a representative of CMSA;
9. If not required to provide insurance under Clause 8, the Hirer is responsible for the payment of the excess of \$2,000.00 applicable to each and every claim made by Noosa Council (if any) under its LGM Casual Hirer's Liability cover insurance because of any injury or damage suffered as a result of the hiring by the hirer;
10. If CMSA is unable to provide the premises and/or equipment under this agreement because of circumstances outside its control (eg flooding, fire, interruption of power supply) CMSA reserves the right to cancel and refund all monies under this agreement. The Hirer acknowledges that CMSA will not be responsible for any losses, financial or otherwise, that the Hirer may suffer as a result of the cancellation;
11. CMSA does not warrant that the premises and equipment are now or will remain suitable for all or any of the purposes of the Hirer;
12. The Hirer occupies and uses the premises and the equipment at its own risk and to the full extent permitted by law and releases CMSA from all claims and demands resulting from any accident, damage or injury occurring at the premises or any responsibility or liability for any loss of or damage to the equipment of the Hirer at the premises, the Hall or the grounds;
13. The Hall Hire Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer;
14. CMSA has the right, at any time, to terminate this agreement, to refuse future use or entry to the Hall, to retain the bond and to claim costs/damages if there has been a significant breach or repeated breaches of the agreement by the Hirer;
15. The Hirer has read, understands and will comply with the terms and conditions of this agreement, including the matters set out in **Attachments A, B and C.**

CONDITIONS OF USE:

16. **The Hirer will:**

- (1) undertake all hiring of the premises or equipment through the Booking agent;
- (2) return any keys to the premises to where they came from upon the expiration of each agreed period of use under Clause 4 above. Lost keys will be replaced at the cost of the Hirer and if CMSA reasonably believes that locks need to be replaced after the Hirer has lost keys the Hirer must pay for the cost of the new lock or locks. See **Attachment A - How to Book and Pick up keys**;
- (3) after signing this agreement, pay the full hiring fee set out in Clause 5, to CMSA by no later than 10 clear days before the first day for the use of the premises as set out in Clause 4, (not counting the date of the event and the date of receipt of payment) and is not refundable if the Hirer cancels the hiring 5 days or less before the first day for the use of the premises as set out in Clause 4. If the Hirer does not pay the full fee in accordance with this clause, this Agreement is cancelled.
- (4) after signing this agreement, also pay the amount of the bond set out in Clause 6 to CMSA by no later than 10 clear days before the first day for the use of the premises as set out in Clause 4, (not counting the date of the event and the date of receipt of payment). The bond is refundable if:
 - (a) the Hirer cancels the hiring at least 6 days before the first day for the use of the premises as set out in Clause 4; or
 - (b) a satisfactory inspection of the Hall, premises and grounds is concluded by a CMSA representative.If the Hirer does not pay the full bond in accordance with this clause, this Agreement is cancelled;
- (5) not use the premises or equipment other than for the purpose stated in clause 2 of the agreement;
- (6) only have access to the premises as set out in clause 2 of the schedule and no other area;
- (7) ensure that if the kitchen is included in the premises hired , it is used only for the purpose of food preparation and/ or serving in accordance with the relevant Council health rules and regulations;
- (8) ensure that the premises is not used at any other time and/or day other than as stated in Clause 4 of the agreement without the agreement in writing of CMSA. The charging of extra fees to cover the period of additional use or unauthorised use will be at the sole discretion of CMSA.
- (9) ensure payment of any extra fees imposed as a result of the Hirer or any party associated with the Hirer entering the premises before the booked time or taking longer to vacate;
- (10) vacate the premises on or before the authorised time after each use and ensure that all doors and windows are left shut and locked at the end of each use;
- (11) ensure the power, lights, heating and cooling are switched off after use. The Hirer acknowledges and accepts the more detailed instructions contained in the **Cooran Memorial School of Arts Hall Cleaning Instructions** (cleaning instructions) in **Attachment B** to the agreement in relation to cleaning and securing the premises and the Hall;

- (12) ensure that after each use all furniture including, chairs, tables and stage modules is replaced in its original position unless otherwise specified by CMSA;
- (13) not make any alterations, structural or otherwise, to the Hall or the premises, including the attachment of nails, screws or any other anchoring hardware or fastenings or adhesives such as blue tack and sticky tape to walls, ceilings, floors or fittings without the permission of CMSA being previously given;
- (14) completely remove any decorations;
- (15) make full restitution for any damages to equipment, the Hall or the premises as reasonably determined by CMSA;
- (16) report, as soon as reasonably possible, to CMSA, any loss or damage to fixtures, fittings, property or equipment of the Hall, premises or grounds and the Hirer agrees to pay to CMSA the cost of any such loss or damage. Report any items that are not in working order and that are CMSA's responsibility to CMSA for replacement or repair e.g. blown light bulbs;
- (17) be responsible for ensuring they have their own professional indemnity insurance, if required by CMSA;
- (18) ensure that all persons allowed on the premises or permitted by the Hirer to use the equipment properly conduct themselves and ensure that any person unauthorised by CMSA to use the premises or equipment does not do so;
- (19) be solely responsible for the well-being and safety of users and occupiers of the premises during the period of the hire under this agreement and will indemnify CMSA for all loss and damage and personal injury arising from and during such use by the Hirer, however caused;
- (20) indemnify CMSA from and against all actions, claims, damages and expenses arising from or in consequence of the following:
 - (a) negligent use by the Hirer of any utility or other services and facilities of the premises;
 - (b) loss, damage or injury from any cause to property or person caused or contributed to by the use of the premises by the Hirer; or
 - (c) loss, damage or injury from any cause to the property or person within or without the premises occasioned or contributed to by any act, omission, neglect, breach or default by the Hirer;
- (21) ensure that any children, under the age of 16, allowed to enter the Hall, the premises or the grounds under the agreement are properly supervised at all times by an adult over the age of 19 years and only use the premises specified in Clause 2 of the schedule. Unsupervised children are not allowed on the stage;
- (22) ensure that it complies with the requirements of the ***Working with Children (Risk Management and Screening) Act 2000*** in respect of any person working in child related employment;
- (23) ensure that no alcohol is allowed on the premises without the prior written consent of CMSA or the relevant current licence to sell alcohol is in place;
- (24) ensure that smoking does not occur;
- (25) ensure no candles/naked flames are permitted in the Hall, on the premises or in the grounds;

- (26) ensure that no game of chance or gambling is carried out on the premises unless the appropriate authority or licence has been obtained from the appropriate authority;
- (27) ensure that no recreational drugs and /or illegal drugs are allowed in the premises, the Hall or the grounds;
- (28) ensure that the stage curtains are not used or tied back as the nap of the material is easily marked;
- (29) leave the premises and any toilets or other parts of the Hall and all entrances and exit routes in a clean and tidy condition after each use or have CMSA arrange the cleaning at the hirer's cost. The Hirer acknowledges and accepts the cleaning instructions for hiring the premises as set out in **Attachment B**;
- (30) not continue to use the premises beyond the expiration of the term of the agreement and reapply if continued use is required;
- (31) ensure all equipment or other property brought onto or left at the Hall is removed as CMSA accepts no responsibility for the same and all liability for loss or damage is hereby excluded. All such equipment and other property must be removed at the end of each hiring, or fees may be charged at the applicable hire fee rate per hour. CMSA may also, at its discretion, hold the same for one month after the hiring and thereafter dispose of it as it thinks fit and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same;
- (32) comply with any reasonable requests by or on behalf of CMSA concerning the use of the Hall, the premises and equipment;
- (33) allow CMSA or its representative, to enter the premises at any time for the purpose of inspecting the premises or equipment;
- (34) comply with or obey any reasonable request, command or order by emergency services if and when necessary;
- (35) ensure familiarity with the *Fire Safety and Evacuation Plan*, the (Plan) for the Hall in accordance with the provisions of the **Workplace Health and Safety Act 2011, Fire and Emergency Services Act, 1990** and **Building Fire Safety Regulation, 2008**. The Hirer hereby acknowledges that it understands and accepts the Plan and has been provided with a copy of the Plan which is also in **Attachment C** to the agreement;
- (36) ensure compliance with the **Fire and Emergency Services Act, 1990** and the insurance requirements of CMSA by keeping an attendance roll or list of persons present in the event of an evacuation being required;
- (37) ensure the Plan is observed and, when any area of the Hall is in use, that the **Fire Exits**, as shown in the diagram in **Attachment C**, are kept clear of any thing -
 - (a) within 2m of a final exit **outside the Hall**; or
 - (b) in another place on an evacuation route of the Hall, if the thing would be likely to unduly restrict, hinder or delay a person, if the person were using the evacuation route in the event of a fire or other emergency.

Signed for and on behalf of **CMSA Inc.** by

.....

Print the name and title of person signing

.....

(signature of authorised person)

Date.....

Signed for and on behalf of the **Hirer** by

.....

Print the name, address and title of person signing

.....

(signature of authorised person)

Date

NOTE: The authorised persons must also initial every page of this document, including the Schedule and Attachments A, B and C, in the bottom right hand corner.

ATTACHMENT A

HOW TO BOOK AND PICK UP KEYS

For all booking enquiries call the Hotline on 04 5911 2877

Email: bookings@cooranhall.org.au

www.cooranhall.org.au/bookings

REFER TO THE HALL HIRE AGREEMENT

- Fill out the details required in the Schedule to the agreement.

- Also insert the full name of the organisation/person or persons hiring the Hall in the space provided at the top of the first page of the Hall Hire Agreement and complete clauses 2, 4, 5 and 6. **DO NOT ADD THE DATE WHICH WILL BE INSERTED BY CMSA WHEN IT SIGNS.**
- Sign the agreement, where appropriate on the **signature page**, and initial the bottom right hand corner of every other page including the Attachments A, B and C.
- Lodge the signed agreement with the **Hiring Fee and bond in a sealed envelope and send to:**

THE BOOKINGS OFFICER

Cooran Memorial School of Arts Inc.
PO Box 11
COORAN QLD 4569

OR SCAN and email the agreement to

bookings@cooranhall.org.au together
with the electronic payment receipt.

Payments may be made:

By cheque: made payable to Cooran Memorial School of Arts Inc.

Or

Direct deposit to the Bendigo Bank

BSB: 633000

Account: 152691069

Please ensure your group name is stated.

FULL PAYMENT MUST BE MADE AT LEAST 10 DAYS PRIOR TO YOUR BOOKED DATE.

KEY

The key may be picked up from the Cooran General Store and Post Office, in King Street, which is open from 6am to 6pm, 7 days per week. The shop sometimes closes earlier on Public Holidays, so it may be worth checking on 5485 1411. Full payment must be made before picking up the key. The key must be signed out by you – remember to sign it back in, unless you are returning the key outside business hours when the key must be dropped in the hole in the door of the General Store. The store owner will find the key when opening the next morning.

After use of the Hall, a Committee member of CMSA will inspect the Hall and grounds to ensure all conditions of the agreement have been met. If satisfactory the Treasurer will be advised to return all or part of the bond, as appropriate, after your final use of the Hall.

COORAN MEMORIAL SCHOOL OF ARTS HALL CLEANING INSTRUCTIONS

It is a condition of use of the premises that the Hirer leaves the premises, Hall and the grounds in a clean and tidy condition in accordance with the cleaning instructions in this attachment. Failure to do so may lead to a forfeiture of all or some of any bond paid.

Hall Cleaning

Cleaning Equipment Supplied: Bin liners, brooms, mop, bucket, gloves, rags and cleaning products (e.g. detergent for use in toilets).

Where are the cleaning equipment supplies: The cleaning cupboard near the kitchen.

After each use, the following tasks are to be carried out by the Hirer:

- Tables and chairs put back in their original positions;
- All decorations removed;
- All tables and benches wiped clean;
- All bins emptied into the wheelie bins outside the back door and new liners inserted in the bins; Empty toilet bins if full and relined;
- Hall and toilets left clean, toilets flushed and floors mopped;
- Removal of all equipment/items brought to the Hall by the Hirer or their guests from the Hall, the premises and the grounds;
- All windows and doors shut and locked (front and back doors locked and all Exit doors closed);
- All lights, fans and the hot water service switched off.

Kitchen Cleaning

Cleaning Equipment Supplied: Bin liners, brooms, mop, bucket, gloves, rags and cleaning products (e.g. detergent for use in toilets).

Where are the cleaning equipment supplies : The cleaning cupboard near the kitchen.

After each use, the following tasks are to be carried out by the Hirer:

- All equipment and other items used are thoroughly cleaned and returned to their original positions and cupboards left closed. This includes all trays, cutlery, crockery, jugs, pot etc.
- Stove tops, ovens, microwave wiped clean;
- Refrigerators cleaned, emptied of all hirer's goods and turned off;
- Walls and backsplashes are wiped clean;
- Dishwasher is emptied and drained according to the instruction sheet on the wall;
- Urn turned off , emptied and put back in place;
- Bins are emptied. **DO NOT** empty the paper towel bin near the back door;
- All bins emptied into the wheelie bins outside the back door and new liners inserted in the bins;
- Kitchen floor swept and mopped;
- All switches and lights turned off.

Fire and Evacuation Plan

Cooran Memorial School of Arts

14 King Street Cooran 4569

PO Box 11 Cooran 4569



Building Information	
Building Name:	Cooran Memorial School of Arts
Address:	14 King Street, Cooran QLD 4569
Building Owner:	Noosa Shire Council
Address:	
Phone Number:	
Email :	
Building Occupier:	Cooran Memorial School of Arts Inc. ABN 28275897258
Address:	PO Box 11 Cooran QLD 4569
Phone Number:	0459112877
Email:	bookings@cooranhall.org.au

Persons responsible for administering the Building's Fire and Evacuation Plan
CMSA Inc. Committee

Person responsible for giving Emergency Plan to the Hirer		
	Fire and Evacuation Instructors	Date of Instruction
Name:	Booking Officer	
Phone Number:	0459112877	
Email:	Bookings@cooranhall.org.au	

Fire & Evacuation Plan Annual Review		
Date of Review	Reviewed by	Changes made?
14/04/2016	CMSA Inc. Committee	Yes

Evacuation Coordination Procedures	
Commencement Date:	26/04/2016
Procedure	If fire is discovered evacuate persons from the Hall immediately and ensure no one enters/re-enters building
Procedure for contacting fire service	Ring 000
Persons with special needs	Ensure everyone is out of the Hall. Mobility impaired persons should evacuate immediately assisted by a nominated person.

The Hirer and all persons attending the Hall, are required to be familiar with the Fire and Evacuation Instructions and Emergency Evacuation Procedures.

Fire and Evacuation instructions

1. The Hirer must appoint 2 persons (**appointed persons**) to be responsible for carrying out the **Emergency Evacuation Procedures**.
2. The Hirer and the hirer's **appointed persons** must be aware of the location and instructions for use of the Fire Extinguishers, Fire Hose Reel and Fire Blanket and the location of the Fire Signs and Fire Exits.
3. The Hirer/Appointed persons must keep an Attendance Roll or List of all persons in attendance.
4. **Appointed persons** are responsible to ensure that persons that are mobility impaired are evacuated immediately with the assistance of a nominated person.
5. In the event of any emergency the **first priority is to ensure that all persons in the building are removed from the building and no one enters /re-enters the building**.
6. **EXIT SIGNS** are always on and will stay illuminated if there is a power failure.

Emergency evacuation procedures

1. Notify the **appointed persons** or the Hirer of the fire or other emergency.
2. Call "**FIRE, FIRE, FIRE**" and immediately **REMOVE** people from the immediate danger by the closest Fire Exit.
3. **ALERT** emergency services by telephoning 000.
4. **CONFINE** fire and smoke by closing doors and windows (if safe to do so).
5. One of the **appointed persons** is responsible for ensuring the Attendance Roll or List is with them when leaving the Hall. The other is responsible for taking people to the **Assembly Area**.
6. **EVACUATE** to the Assembly Area. The appointed persons to check the Attendance Roll or List to confirm that the hall is empty and notify the situation to the Emergency Services personnel or Police in attendance, as appropriate.

Method of operation of firefighting equipment and manually operated fire alarms

THE ASSEMBLY AREA IS THE SMALL PARK DOWN HILL FROM THE HALL ADJACENT TO THE PUBLIC TOILETS IN KING STREET. STAY THERE UNTIL ADVISED THE DANGER IS OVER, OR UNTIL REQUESTED BY FIRE OFFICERS TO TAKE OTHER ACTION.

Assembly Area

Fire Extinguishers

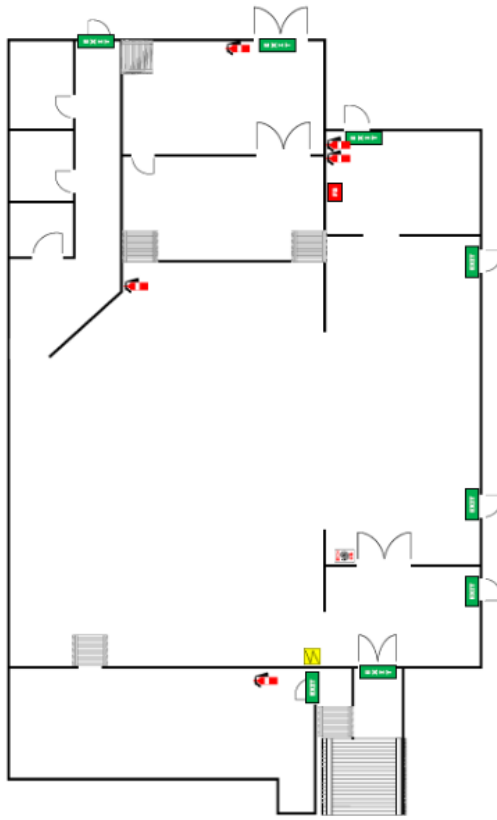
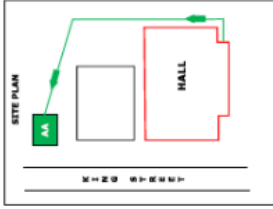
1. Select appropriate extinguisher for type of fire.
2. Pull pin from squeeze handle.
3. Test extinguisher by squeezing handles briefly.
4. Approach fire aiming nozzle at base of fire.
5. Squeeze handles and operate extinguisher in a sweeping motion.

Hose Reel

1. Hose reels are used on fires involving wood, paper and textiles only, they are not to be used on live electrical appliances or flammable liquids.
2. To release the hose reel, turn the valve on; this will charge the hose and release the nozzle (if fitted with a nozzle release lock).
3. The hose can then be pulled out to the fire, the nozzle operates like a garden hose in most cases by twisting the nozzle, and the nozzle can be adjusted to give a spray pattern or a straight jet.
4. Direct stream at base of the fire.

Evacuation Sign and Diagram

EVACUATION SIGN and DIAGRAM COORAN HALL 14 KING ST COORAN 4569



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0409 307 546
www.fcfnational.com.au
NOVEMBER 2016

LEGEND

- EXIT
- EXIT AA
- ASSEMBLY AREA
- EXIT PATH
- ALTERNATE EXIT PATH
- FIRE EXTINGUISHER
- FIRE BLANKET
- FIRE HOSE REEL
- SWITCH BOARD

IN CASE OF FIRE

REMOVE PEOPLE from immediate danger

ALERT THE FIRE SERVICE

- break manual call point
- call 000

CONFINE FIRE & SMOKE close doors and windows (if safe to do so)

E VACUATE to the ASSEMBLY AREA

EVACUATION PROCEDURES

STAGE 1:- Removal of people from the immediate Danger Area
Occupants and staff in the immediate danger area are to assemble a safe distance away from the fire and smoke. When the area has been evacuated all doors and windows should be closed to contain fire.

STAGE 2:- Removal to a Safe Area
If the severity of the smoke or fire warrants further evacuation, occupants should be moved through fire/smoke doors to a safe area.

STAGE 3:- Complete Evacuation of Entire Complex
Should the emergency necessitate evacuation of the whole building, the Manager or the Fire Service will direct occupants from the safe place to the ASSEMBLY AREA.

STAGE 4:- Roll Call.
To be conducted as soon as possible and to ensure all Persons are accounted for. Report all missing persons to FIRE OFFICERS.

Mobility impaired persons should evacuate immediately on hearing the fire alarm assisted by a nominated person.

