# INSTRUCTIONS ON HOW TO FILL OUT THE HALL HIRE AGREEMENT

- Read the whole agreement before you start to fill it in and make sure you understand it.
- > Fill out the details required in the Schedule to the agreement (page3).
- > DO NOT ADD THE DATE at the top of page 4. CMSA will add the date when the agreement is accepted and signed by CMSA.
- Complete the details at the top of page 4, and clauses 2, 5 and 6 of the agreement.
- Sign the agreement, where appropriate, on the signature page (page 8).
- Print a copy of Attachment B (page 10) as a checklist to enable you to discuss and plan cleaning and vacating the premises in accordance with the agreement.
- > If you are not sure if you require public liability insurance call the bookings officer.
- Remember when booking to take into account the time you will need to set up before your event and to clean up afterwards and add that time to the time you book.
- If you intend to decorate the Hall in any manner make sure you comply with Clause16(13), page 6, of the agreement which says,

"The Hirer will (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 first obtaining the permission of CMSA."

For all bookings and enquiries call the Hotline on 0493 113250 Email: <u>bookings@cooranhall.org.au</u>; <u>www.cooranhall.org.au/bookings</u>

# COORAN MEMORIAL SCHOOL OF ARTS INC.

# HALL HIRE AGREEMENT

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**REVIEWED November 2019** 

# SCHEDULE

### 1. Details of hirer

Full name of organisation/person/persons:

Name of contact person:

Address:

Phone:

Mobile:

ABN:

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

BSB: Account number: Account name:

(This information assists the quick return, in accordance with the terms of the hire agreement, of any bond)

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

Area/s being hired: e.g. Hall, kitchen, stage, backstage etc.

Area	Dates	Times	Cost

Equipment being hired: e.g. stage ligting, crockery, cultery, glasses, drinks fridge, screen, grand piano etc.

Equipment	Cost

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 ..... 20......

### (Hirer must not insert date, CMSA will insert date when hiring accepted and signed by CMSA)

**BETWEEN** the Cooran Memorial School of Arts Inc., **(CMSA)**, situated at 14 King Street Cooran, PO Box 11, Cooran, Queensland 4569 Ph: 0493 113250; <u>bookings@cooranhall.org.au</u>; 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, at the times and on the dates set out in the Schedule.
- 5. The Hirer will pay the sum of \$..... for use of the premises and equipment, if any, at the times and on the dates set out in the Schedule.
- 6. In addition to the sum set out in 5 above, the Hirer will pay a refundable bond in the sum of \$.....

Type of bond	Cost \$
Hall – Unlicensed	
Hall – Licensed	
Additional - kitchen	

- 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 agrees and accepts that 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 as a result 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 and /or damages if there has been a breach or repeated breaches of the agreement by the Hirer or CMSA has determined, in its absolute discretion, that the Hirer is not a suitable person/organisation to hire the Hall.
- 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 Bookings Officer;
- (2) return any keys to the premises to where they came from upon the expiration of each agreed period of use under Clause 2 of the Schedule 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 is responsible for and must pay the cost of the new lock or locks. See **Attachment A - How to Book and Pick up keys;** 

- (3) at the time of 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 2 of the Schedule, (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 2 of the Schedule. If the Hirer does not pay the full fee in accordance with this clause, this Agreement is cancelled;
- (4) at the time of signing this agreement, 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 2 of the Schedule, (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 2 of the Schedule; or
- (b) a satisfactory inspection of the Hall, premises, grounds and equipment, if any, hired is concluded by a CMSA representative;

# If the Hirer does not pay the amounts due under clauses 5 and 6 of the agreement in accordance with sub-clauses 16(3) and (4) of the agreement, then the 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 2 of the Schedule, without first obtaining the written agreement 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 or paid by the Hirer entering the premises before the time or remaining after the times set out in clause 2 of the Schedule;
- (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 cleaning instructions in **Attachment B** to the agreement in relation to cleaning and securing of the premises and the Hall;
- (12) ensure that after each use all furniture including, chairs, tables and stage modules is placed 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 first obtaining the permission of CMSA;
- (14) completely remove any decorations at the end of the hiring and at other times if required by CMSA;

- (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 and notified to CMSA;
- (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 first been obtained from the appropriate authority and notified to CMSA;
- (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 or both;
- (34) comply with or obey any reasonable request, command or order by emergency services if and when necessary;
- (35) ensure familiarity with the *Fire 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 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.

### Signature Page

Signed for and on behalf of CMSA Inc. by:

Print the name and title of person signing

-----

(signature of authorised person)

Date.....

By signing this agreement numbered 1 to 15, the Hirer acknowledges that the Hirer has read, understands and agrees to the clauses set out in the Schedule, Hall Hire Agreement and ATTACHMENTS A, B AND C.

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

Print the name, address and title of person signing

(signature of authorised person)

Date .....

## HOW TO BOOK AND PICK UP KEYS

For all booking enquiries call the Hotline on 0493 113250 Email: <u>bookings@cooranhall.org.au</u> ; www.cooranhall.org.au/bookings REFER TO THE HALL HIRE AGREEMENT

- > Read the whole agreement before you start to fill it in.
- > Fill out the details required in the Schedule to the agreement (page 3).
- > DO NOT ADD THE DATE at the top of page 4. CMSA will add the date when the agreement is accepted and signed by CMSA.
- Complete the details at the top of page 4 and clauses 2, 5 and 6 of the agreement.
- Sign the agreement, where appropriate, on the signature page.
- Print a copy of Attachment B (page 10) as a checklist to enable you to discuss and plan cleaning and vacating the premises in accordance with the agreement.
- > Send the signed agreement with the Hiring Fee and bond in a sealed envelope to:

THE BOOKINGS OFFICER	OR	SCAN and email the agreement to		
Cooran Memorial School of Arts Inc.		<u>bookings@cooranhall.org.au</u> together		
PO Box 11		with the electronic payment receipt.		
COORAN QLD 4569				
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 name/organisations 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. Cleaning equipment supplies – in the cleaning cupboard near the internal kitchen door Cleaning equipment supplied – bin liners, mop, bucket, gloves, rags and cleaning products (e.g. detergent for toilet cleaning)

Area	Instructions	Nominated person/check
Main Hall	Tables a chairs put back in original positions (see hall map)	
	All decorations removed	
	All tables and benches wiped down and left clean	
	Floors swept and rubbish picked up	
Bins	Wheelie bins located outside kitchen back door for rubbish	
	<b>3 Toilets</b> - empty bins into the wheelie bin	
	Main Hall – empty small bin near cleaning cupboard into	
	the wheelie bin	
	<b>Kitchen</b> – empty main bin into wheelie bin – <b>DO NOT</b>	
	empty the paper towel bin near the back door of the	
	kitchen.	
Toilets	Hallway and toilets must be left clean, toilets flushed,	
	water mopped up from floor, taps clean.	
Windows and	Shut and lock, <b>Windows</b> – 6 in main area, 1 in kitchen 1 in	
doors must be	men's & ladies toilet to be left slightly ajar as you find it.	
shut and	<b>Doors</b> – 3 back doors – toilet hallway, backstage, kitchen	
locked	2 side doors	
	2 front doors	
Lights must be	Main Hall – switches high, near front door	
turned off	Dining area – switches near fire hose	
	Kitchen – switches at back of kitchen door	
	Toilet hallway – switch hall end of hallway	
	Toilets – 3 lights, 3 vents fans	
Fans/air	Fans must be turned off – 5 switches near fire hose. Air	
conditioner	conditioner will be pre-set for time to come on and go off.	
Kitchen	All equipment and other items used, must be thoroughly	
	cleaned and returned to their original positions and	
	cupboards left closed (including trays, cutlery, crockery,	
	jugs, pots etc.)	
	Stove tops, ovens, microwave wiped and cleaned	
	Refrigerators cleaned, emptied of all hirer's goods and	
	turned off – doors must be left open.	
	Walls and backsplashes wiped clean.	
	Dishwasher emptied and drained according to the	
	instruction sheet on the wall.	
	Wall urn turned off at the wall.	
	Portable urn unplugged, emptied and put back on shelf.	
	Bin emptied into wheelie bin at back door.	
	Kitchen floor swept and mopped.	
	DO NOT empty the paper towel bin near the back door	
	DO NOT empty the paper tower bin hear the back door	

ATTACHMENT C

# **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:	0493 113250
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		Date of Instruction
Name:	Booking Officer	
Phone Number: 0493 113250		
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.

- 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.

# 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.

### **Fire Extinguishers**

# Method of operation of firefighting equipment and manually operated fire alarms

- 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.

### See attached SIGN and DIAGRAM.

### **Evacuation Sign and Diagram**

