



## Renovare Community Centre – Commercial Hire Terms & Conditions

### Overview:

1. The Multi-purpose Room and Meeting Room (Community Centre) operation are regulated by these Terms & Conditions as authorised by the Renovare Principal Body Corporate. Typical examples of events, activities and functions for which the Community Centre may be used include:

- Meeting rooms for community groups
- Dance, yoga and similar classes
- Arts and crafts markets
- Educational workshops, seminar lectures etc
- Movie screening or film festivals
- Private functions such as birthday parties, family reunions, and other special occasions
- Music performances
- Building management meetings
- School vacation activities, holiday programs venue e.g. movies, puppet shows, children's science workshops etc
- Special events functions e.g. fashion parades, food & wine tastings
- Drama, plays and theatre workshops

2. The scale and intensity of the various activities held at the Community Centre is limited by the:

- Internal seating capacity
- Hours of operation, and
- Local Council restrictions.

### Hours of Operation:

3. Multi-purpose room & Meeting Room – 8am – 8pm, 7 days a week.

4. Bookings must be made in advance, during business hours, for access to be made possible to the Multi-purpose Room & Meeting Room. Bookings can be made by email to:

[gvgliving@gvg.com.au](mailto:gvgliving@gvg.com.au)

### Agreement for Hire

5. The Manager, GVG Living (GVGL) on behalf of Renovare Yeronga Body Corporate CTS (52114) will hire the Community Centre to The Hirer on the agreed date, for the agreed time frame. The booking will be secured once The Manager confirms in writing to The Hirer, The Hirer is provided the invoice for payment, and payment is made and received by The Manager (including Deposit).

### Deposit

6. A \$250 deposit is payable to The Manager prior to any booking commencing, as shown on the Booking Request Form. The deposit will be refunded to The Hirer within 2 business days of the completion of the event, provided the space/s have been left clean, tidy, undamaged, free of

any rubbish items, and all furniture returned to the original areas. The condition and layout of the space/s must be the same as the condition and layout prior to The Hirer's event.

7. In the event the space/s have not been left in the same condition, and any cleaning, repairs, replacement, rubbish removal and furniture re-arranging is required, The Hirer may forfeit part/all of the Deposit to cover costs to restore to the original condition. If the costs exceed the Deposit, an invoice will be provided to The Hirer for payment for services required. The invoice will be payable within five (5) business days of issue.

#### **Cancellation by Hirer**

8. The Hirer may cancel the Booking by providing written notice cancelling the Booking.
9. A full refund will be provided if The Hirer provides at least five (5) business days notice prior to the Booking. A 50% refund will be provided if The Hirer provides one (1) - five (5) business days notice prior to the Booking. No refund will be issued if The Hirer cancels within one (1) business day of the Booking.

#### **Cancellation by The Manager**

10. The Manager may cancel the Hiring if they deem:
  - The premises is damaged or unusable;
  - The Hirer has failed to comply with the Terms & Conditions of Hire;
  - The Hirer would be non-compliant with any legislative requirements;
  - The Centre is required for a significant Renovare resident event;
  - Existing damage (i.e. vandalism) renders the Centre unsafe;
  - Emergency repairs are required; or
  - An emergency incident occurs, requiring the Centre for emergency administration, services or refuge.
11. In the event The Manager must cancel the hiring, a full refund will be provided to The Hirer within five (5) business days of notification of the cancellation.

#### **Hirer's Obligations**

12. The Hirer will:
  - Provide the Manager proof that \$10,000,000 public liability, and group public indemnity insurances of \$10,000,000 are held. The Manager will determine whether public liability insurance is specifically required for any activities. This insurance is normally only required for yoga, pilates, gym instructors etc. The Manager is not liable for insuring individual events.
  - The Hirer will provide a copy of the relevant insurance policy to The Manager prior to the event.
  - Pay relevant hire charges, including the required deposit, prior to the hire being approved.
  - Adhere to any and all safety requirements as deemed applicable in the use of the Community Centre.
  - Familiarise themselves with the Fire Management Plan, including Evacuation Procedure, immediately upon gaining access to the Community Centre (Fire Management Plan and Evacuation Procedure are in the Documents kept in the Kitchen area of the Community Centre, and at the entrance of the Meeting Room).
  - Only use the space/s they have hired. Additional fees apply if it is found The Hirer or any of their guests utilised any non-hired space during the Hire.
  - Leave the space/s clean and tidy, including, returning furniture to its original position, removing all rubbish and disposing in the external bins, removing all items from the space/s,

not removing any furniture or item belonging to the Centre, not damaging any area of the Centre or furniture/items

- Ensure all guests act appropriately and safely, and do not act in a manner that promotes or is likely to encourage adverse impacts to the health and safety of other guests, persons present during the Hire, and/or any residents in the Renovare complex nor any passers-by.
- Allow The Managers access at any time if deemed necessary
- Ensure the Centre is not patronised by more than the amount of people specified in the Booking Request Form as the maximum occupancy for the relevant space/s.

**13. The Hirer will not:**

- Allow any person not subject to the direction and control of The Hirer to use the Centre
- Bring, or permit to be brought onto the premises any animal (service animals excepted)
- Allow any illegal activity to take place
- Re-hire the Centre to any person
- Use any part of the Centre other than what they have booked
- Alter, move or remove any fixture, fitting or furnishing
- Affix anything to the walls of the premises\*
- Conduct any games of chance, sweepstake or lottery, or bet or wage, or permit any person to bet or wager within the Centre
- Bring or permit to be brought into the Centre any Dangerous Goods.

14. Written permission must be sought prior to erecting any advertising signs or banners that are visible from the exterior of the Community Centre. No temporary structures are to be erected within the Centre without prior written approval being sought.

15. No items are to be hung from the walls or permanently attached to any fixtures or fittings (such as posters and balloons) without prior written approval being sought. If written approval has been granted for any of the above, it is on the condition that the Centre is left in the same condition prior to hire, with any and all decorations and equipment removed, and any damages are to be charged back to The Hirer.

16. The Hirer must ensure they and their guests do not create a nuisance or intrude on the privacy of other Hirers within the Centre or the occupiers within the Renovare Complex or adjacent properties to Renovare.

17. The Hirer must not permit, commission or allow, nudity, gambling, excessive BYO alcohol consumption, or any other actions likely to cause, result in or engender, community concern or complaint.

18. The Hirer will restrict any music or amplified sound to be confined within the Community Centre so it is not audible to nearby residents.

**COVID Restrictions**

19. Hirers are to adhere to QLD Government COVID restrictions in force at the time of the hire.

**Access**

20. The Hirer only has access to the upper level of the Community Centre and is not to enter the lower level unless a resident of Renovare.

### **Smoking**

21. Renovare is a smoke-free environment. Smoking/vaping is not permitted within the Community Centre. The Hirer is prohibited from bringing onto the premises or using any smoke machines and candelabras/candles or any other machine, matter or material which emits or has the potential to emit smoke or fire, or emulates, simulates or has the potential to emulate or simulate the emission of smoke or fire.

### **Parking**

22. Visitor's parking is available within the Renovare Yeronga complex, and use of these spaces is allowed by any person/s hiring the Centre and their guests. The parking spaces made available to the Centre are not labelled, however under the Council Development Application 14 car spaces in the upstairs car park (adjoining the communal grounds and BBQ area in the centre of Renovare), and 25 spaces in the basement car park, must be available for use by The Hirer and their guests during any booked function. GVGL can provide a map identifying the appropriate parking spaces.
23. Any visitors must follow the driveway signage, marking a one-way entry and exit driveway, whilst on the Renovare Yeronga grounds.
24. Parking in the visitor's car park is only allowable during a booked event. Once the owner of a vehicle is no longer utilising the Centre their car can no longer remain in the visitor's car park.
25. Ample street parking is also available for additional guests, for those who do not wish to park on the grounds, and/or for those who may not move their vehicle immediately after vacating the Community Centre.

### **Storage**

26. Storage of equipment within the Community Centre is not permitted at any time without explicit written approval by The Manager in advance.
27. Within the Multi-purpose Room and Meeting Room, storage prior to and after a booked event may be available if the space has not otherwise been booked for another function. Requests must be made in advance to The Manager in writing, outlining the items and terms of storage, for consideration of approval.
28. The Manager will not be held responsible for the loss or damage of property belonging to the residents, Hirer, their members or guests.
29. The Manager reserves the right to remove and dispose of any materials or equipment left within the Community Centre without prior written approval being granted. Charges for their removal will apply.

### **Food and Drinks**

30. The selling of food from within the Community Hall or Meeting Room may be required at times, as it can provide income for not-for-profit community organisations, assisting in fundraising and other financial activities.
31. Any hirer planning to sell food must follow food hygiene requirements as outlined by the Qld Government Health Department:  
[https://www.health.qld.gov.au/data/assets/pdf\\_file/0043/699928/know-your-food-business-booklet.pdf](https://www.health.qld.gov.au/data/assets/pdf_file/0043/699928/know-your-food-business-booklet.pdf)

32. The Community Hall is equipped with a fridge and kitchenette, to allow for food to be prepared, stored and served during a function or event. Food can also be served from the Meeting Room, however this space does not include preparation or storage space.
33. Hirers are responsible for stock left in kitchens.
34. Alcohol consumption is allowed within the Community Hall & Meeting Room to persons over the age of 18.
35. The sale of alcohol within the Multi-purpose Room or Meeting Room, for example during a community fundraising event, can only be permitted if a liquor license is provided to The Manager prior to the booking being approved. Any hirer planning to sell food must follow food hygiene requirements as outlined by the Qld Government Health Department:  
[https://www.health.qld.gov.au/\\_data/assets/pdf\\_file/0043/699928/know-your-food-business-booklet.pdf](https://www.health.qld.gov.au/_data/assets/pdf_file/0043/699928/know-your-food-business-booklet.pdf)
36. To ensure no undue detriment to the amenity of the urban area is caused during or after booking hours, arising out of or in connection with the serving of alcohol at the Community Centre, the hiring body is required to monitor and control the level of noise emitted.
37. Responsible Service of Alcohol guidelines must be promoted and applied where a Hirer sells liquor at the Multi-purpose Room or Meeting Room.

#### **Waste Management**

38. Any person/s and/or group/s using the Centre are to dispose of litter from food/drinks and alcoholic beverages created by such hire or use.
39. Waste bins will be provided within the Centre, and The Hirer is responsible to ensure that these are emptied prior to leaving the venue.
40. Instructions will be provided to The Hirer of the Multi-purpose Room & Meeting Room upon confirmation of a booking and left inside the Centre.
41. All rubbish is to be secured in a waste bag, ensuring it is sealed properly and not leaking, and then removed from the Centre. The disposal site for all rubbish is within the upstairs Bin Room, adjacent to the Visitors Car Park. This can be accessed via pressing the button on the wall, opening the roller door. Several commercial waste & recycling bins are inside the Bin Room and all waste is to be emptied into the appropriate bin.

#### **After-Hours Service**

42. The Manager has a 24-hour emergency number which all Renovare Residents have been provided. This number will be available to all persons who book the Community Centre and will be provided with confirmation of their booking, as well as being displayed inside the Centre for easy access in the event of an emergency or urgent situation. This includes but is not limited to;
  - The unique single event, pin-code not providing access as and when it should
  - Loss of electricity or water to the Centre, that is not an Energex or Urban Utilities fault
  - Appliances and fixtures not operating as they should
  - Operational information not being provided within the Centre for appliances and fixtures
  - Any critical emergency, ensuring the relevant authority (police, fire or ambulance) has been called first

### **Work Health and Safety Act 2011 (Qld)**

43. The Hirer will comply and cause its employees, agents and subcontractors to comply, with any requirements under the Work Health and Safety Act 2011 (Qld) (the Act) that apply to work being performed by them at the Facilities pursuant to or purporting to be pursuant to the Hiring Purpose.

44. In particular, The Hirer will:

- comply, where applicable, with The Hirer's Work Health and Safety (**WHS**) obligations to its workers as an employer under the Act;
- comply, where applicable, with The Hirer's WHS obligations to itself as a self-employed person under the Act;
- where it controls any place at which work is to be performed pursuant to, or fixtures fittings or equipment is used to perform, the Hiring Purpose, comply with its obligations to persons working at that place or using the fixtures fittings or equipment under the Act;
- comply and cause its employees, agents and contractors to comply with any WHS requirements, directions or guidelines given by The Manager to The Hirer as to the manner of performance of those obligations whether such requirements directions or guidelines are general in nature or specific to the Hiring or the Facilities.

45. If:

- the Hirer does not, or fails to, comply with its WHS obligations or the WHS requirements directions or guidelines of The Manager regarding the Facilities or the Hiring; or
- The Manager becomes aware of such failure by The Hirer and gives The Hirer a direction (whether verbal or in writing) to rectify that failure within a time that is reasonable (having regard to the Hire Period) or immediately if during the Hire Period; and The Hirer fails to rectify or continues to not comply with the WHS obligations or requirements or directions given by The Manager within the required time, The Manager may at its option (acting in its absolute discretion) elect either to:
- at the cost of The Hirer) undertake the WHS obligation, requirement or direction. The Hirer agrees to pay or reimburse The Manager for the costs incurred or sustained by The Manager to undertake the WHS obligation, requirement or direction within 14 days of demand being made by The Manager. The Hirer agrees that should it fail to pay The Manager's costs, The Manager may recover the costs from The Hirer as a liquidated debt due and owing; or
- terminate the Hiring with immediate effect and without notice. Immediately upon termination of the Hiring, The Hirer will immediately cease to use and will leave the Facilities and clauses 10 & 11 will apply.
- If The Manager or any of its officers, agents or contractors is or is held to be liable to any person or to have committed an offence because of a breach by The Hirer or any of its employees, agents or sub-contractors then, The Hirer will indemnify Renovare Yeronga Body Corporate CTS (52114), The Manager and/or The Manager's agents, officers or contractors from and against all claims, losses, demands and damages incurred by The Manager and/or that The Manager officer, agent or contractor as a consequence of that breach.

### **Security, Admission and Removal of Person from the Facilities**

46. The Manager may at any time, in its absolute discretion:

- refuse admission of any person to the Facilities; and
- direct any person or persons to leave the Facilities.
- The Manager may decide, in its absolute discretion, that a certain Hiring Purpose requires the engagement of security personnel for the Facilities for a party or similar event.

## **Closure of Facilities**

47. If:

- a person who has been refused admission to the Facilities, enters it;
  - a person who has been directed to leave the Facilities fails to immediately comply with that direction; or
  - the Hiring is terminated pursuant to clause 10 & 11;
- for the purpose of ensuring the safety of persons present at the Facilities in the absolute opinion of The Manager, The Manager may close the Facilities at any time during the Hire Period.

48. If The Manager closes the Facilities in consequence of clause 10:

- The Hirer will be deemed to have voluntarily abandoned the hiring;
- the Hiring Charges will not be refunded;
- The Manager will not be liable for any losses, costs or damages sustained suffered or incurred by The Hirer as a result of or arising out of the closure of the Facilities; or
- it is without prejudice to any rights that have or may accrue to The Manager for any antecedent breach of the Hiring.

## **Exclusion of Liability**

49. The Manager will not be liable for:

- any loss or damage caused directly or indirectly by any fault in or failure of electricity supply, lighting, heating, electronic equipment or public address systems;
- any loss or injury to any person or their property no matter how it arises;
- the failure or breach by any agent or sub-contractor engaged or contracted by The Manager to supply any goods or provide any services for or on behalf of The Hirer pursuant to or purporting to be pursuant to the Hiring including but not limited to any catering services and provision of equipment, furnishings, decorative or other items and services in respect thereof; or
- any costs, losses, damages, demands or claims sustained or incurred by The Hirer arising directly or indirectly out of or because of the failure or breach referred to in clause 13.
- This clause survives expiration or earlier termination of the Hire Period.

## **Indemnity and Guarantee**

50. Without limiting any other clause in this Agreement, The Hirer will indemnify and keep indemnified Renovare Yeronga Body Corporate CTS (52114), The Manager and its officers, servants, agents and contractors against all actions, proceedings, claims and demands which may be suffered sustained or incurred by The Manager or any of its officer's employees or contractors or brought or made against them by any person in respect of loss, damage or injury arising out of or in connection with, whether directly or indirectly:

- the Hiring of the facilities;
- any negligent, unlawful or wrongful act or omission of; or
- a breach of any of the terms or conditions of the Hiring by, The Hirer or any of its staff invitees or attendees (including volunteers) and against all costs, damages and expenses which may be incurred by The Manager in defending or settling those actions, proceedings, claims or demands EXCEPT to the extent that any such liability was directly caused by the negligent act or omission of The Manager or any of its officers, employees or contractors. The indemnities as set out in this clause 13 survive expiration or earlier termination of the Hiring.

51. The Manager may at any time require The Hirer or any person associated with, related to, or connected in any way with the Hirer to execute and deliver to The Manager a guarantee in a

form approved by The Manager as collateral security for The Hirer's obligations under this Agreement. Such guarantee, if required, shall be a condition of this Agreement.

**Force Majeure**

52. Neither party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent that default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or Acts of God, riot, civil disorder, rebellion or revolution, or any other similar cause beyond the reasonable control of such party (each an Event of Force Majeure), provided:
- the non-performing party is without fault in causing that default or delay; and
  - that default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work around plan or other means, including disaster recovery plans.
  - If an Event of Force Majeure substantially prevents, hinders, or delays the supply of any goods or delays performance or the provision of any of the services pursuant to the Hiring, then The Manager may at its sole discretion do any of the following:
    - procure such services from an alternate source;
    - terminate any portion of the Hiring so affected; or
    - terminate this Hiring without liability to The Hirer from a date specified by The Manager in a written notice to The Hirer, and The Hirer will not have the right to any payments from The Manager as a result of any force majeure occurrence.

**Licensing and Compliance**

53. The Hirer acknowledges that it is required to obtain all licences and approvals necessary to conduct the Hire Purpose including where a permit is required for an event in accordance with The Manager's Entertainment Venues and Events Local Laws 1999 (the Local Law). An event is where entertainment is provided to the public on a one-off or regular basis, whether from an entertainment venue or from another place (an Event). If The Hirer is required to obtain a permit from The Manager under the Local Law, they must ensure they do so before they establish, operate or advertise the event unless one of the exceptions under the Local Law apply.
54. The Manager's consent to the Hiring of the Facilities does not amount to a consent or approval granted under the Local Law.

**The Hirer acknowledges receipt and acceptance of the Terms and Conditions outlined in this document.**

**Hirer**

**Witness:**

\_\_\_\_\_  
Signature

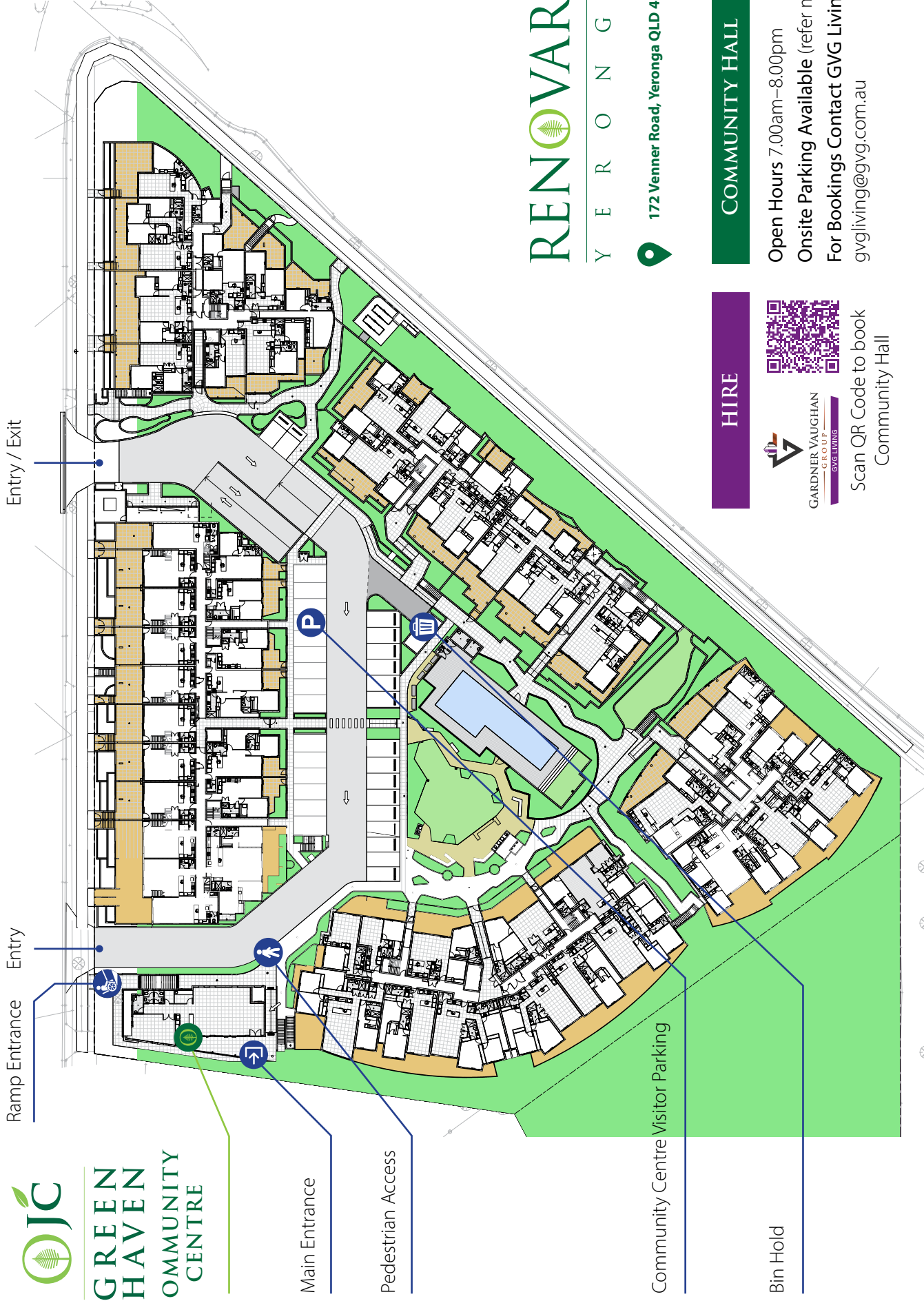
Name:

Signature:  
Name:

Date:

Organisation:





**RENOVARE**  
 Y E R O N G A

172 Venner Road, Yeronga QLD 4104

**COMMUNITY HALL**

Open Hours 7.00am–8.00pm  
 Onsite Parking Available (refer map)  
 For Bookings Contact GVG Living:  
 gvgliving@gvg.com.au

**HIRE**



**GARDNER VAUGHAN**  
 GROUP  
 GVG LIVING

Scan QR Code to book  
 Community Hall