

2019

Terms and Conditions of Hire



gold coast  
youth orchestra

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## 1.0 Definitions

In this document, Building Manager means the Manager of the Gold Coast Youth Orchestra Centre or a Member of the Management Committee or their Delegate.

## 2.0 Hire

Casual and annual hire for the Centre is processed by the Building Manager.

### 2.1 Hours of use

The Centre is available for hire between 7:00am and midnight daily. Hire times must be strictly adhered to. All music is to cease at 11:00pm and the premises to be cleaned and vacated by 12:00 midnight unless otherwise agreed.

### 2.2 Applications

In all cases, written applications for the use of the Centre are to be made to the Building Manager<sup>1</sup>,

### 2.3 Casual hire

Will be accepted at the discretion of the Building Manager but must be confirmed within 14-days of the initial placement of the tentative booking. Casual fees apply.

### 2.4 Weekly hire

GCYO may accept weekly hire on an annual basis, however such hire will be reviewed at the completion of such hire<sup>2</sup>.

### 2.5 Confirmation of hire

Hire of the Centre will not be considered as confirmed unless the terms and conditions are complied with or until such time as the hire fees are paid in full. The hirer will receive a provisional offer from the GCYO in response to their booking enquiry together with a copy of Terms and Conditions of Hire. The hirer must provide their certificate of currency of insurance<sup>3</sup> prior to the first day of hire.

### 2.6 Subletting

Subletting of the Centre is strictly prohibited and will not be recognised under any circumstances.

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<sup>1</sup> Email: [enquiry@gcyo.com.au](mailto:enquiry@gcyo.com.au)

<sup>2</sup> Refer Clause 13.0

<sup>3</sup> As referred to in clause 8.4

### **3.0 Charges and Fees**

Centre charges and fees are set by the GCYO as part of the Youth Orchestra Centre's annual budget and may only be varied by written application to the GCYO Management Committee or their Delegate.

### **4.0 Cancellation of Hire**

4.1 At least one-month notice of cancellation by annual hirers and one week notice of cancellation by others.

4.2 The refusal of use of the hall in any case may be authorised by the GCYO.

4.3 Notwithstanding that the hire of the Centre may have been entered into in accordance with these terms and conditions and that the hire charge or deposit may have been paid, it shall be in the power of the GCYO to cancel the hiring and direct the return of the deposit or hire charge. In this instance the hirer will have no claim at law or in equity for loss or damage in consequence thereof to the hirer.

4.4 The terms and conditions detailed herein include but are not limited to:

4.4.1 hire will be terminated where the GCYO considers there is a likelihood that damage may be caused to the premises or any part of the Centre

4.4.2 hire will be terminated where the GCYO believes the business being conducted by the hirer or proposed to be conducted is beyond the scope of hire purposes or is of a scandalous, libelous or obscene character. All users are required to be respectful of the needs of other users.

4.4.3 GCYO may revoke or discontinue the permission granted at any time by giving the hirer notice in writing thereof, whereupon the permission granted to the hirer shall be at an end but without prejudice to any right or remedy of the GCYO for breach by the hirer.

4.4.4 If in the opinion of the GCYO the premises shall not at any date or at any time previously requested be in a condition suitable for any performance or use by the hirer, then the GCYO may revoke or discontinue the permission granted in respect of any such day or time by giving to the hirer notice in writing thereof, whereupon immediately upon receipt of such notice the permission granted shall be at an end provided that the GCYO shall repay to

the hirer, all sums paid by the hirer to the Centre. Should the hirer have had use of the premises for any period then at the discretion of the GCYO an amount apportioned to the balance only may be repaid by the GCYO.

## **5.0 Use of the Centre**

### **5.1 Commercial (Retail) Trading**

The hiring of the Centre for any commercial retail trading purpose is not permitted.

### **5.2 Set-up and set-down**

The hirer is responsible for all setting-up and setting-down of the venue. Venue must be returned to original condition after each use; otherwise cleaning fees at the going-rate + GST 2-hour minimum apply<sup>4</sup>.

### **5.3 Reception and Custody of Centre Chattels**

The hirer shall make arrangements with the Building Manager for the reception and custody of all articles and things supplied by the Centre and for the return thereof immediately upon the termination of the hiring period. Items missing, lost or damaged will be charged at current valuation. Storage fees may apply.

### **5.4 Removal of hirer's chattels**

The hirer will remove from the Centre all the scenery, curtains, properties, goods and effects of the hirer immediately after each performance or use. Any hirer not complying with this requirement may be liable for additional charges in respect of a further period of hire at the scheduled rates and or the costs incurred by GCYO in their removal.

### **5.5 Exits**

The hirer shall not permit any person or item to obstruct any Exit within the Centre.

### **5.6 Temporary fixtures and decoration**

The floors, walls or any other parts of the Centre must not be broken or pierced by nails, screws, or other contrivances, nor by any writing, printing, painting or other decorations made on the walls, and no proscenium, scenery, fittings, decorations, posters, fixed, hung or displayed in or upon the

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<sup>4</sup> Also refer 14.0

building without the previous consent of the Building Manager. No electrical, mechanical or other equipment may be brought on to the Centre without prior written approval from the GCYO. Straw and hay, whether in loose quantities or bales, is banned. Confetti is banned. Candles or any type of fire is banned. The hirer shall at his/her own expense provide such protective apparatus and appliances as may be directed by the GCYO in order to comply with any relevant Statutory requirement or those of the GCYO Insurers.

#### 5.7 Advertising

No advertising of any description or kind shall be permitted upon or in any part of the Centre premises or approached thereto, without the written approval of the Building Manager. If the Building Manager is of the opinion that any notice exhibited is for any reason unsuitable or inappropriate, the hirer will be required to remove.

#### 5.8 GCYO property

GCYO property may not be removed or borrowed from the venue without written permission from the Building Manager.

#### 5.9 Other asset use

The GCYO may make available music or non-music assets for use at a separate cost to be determined by the GCYO. Use of GCYO assets is optional and conditional.

#### 5.10 Grand Piano/s Use

The Gold Coast Youth Orchestra will make available the Kawai Grand Piano and Yamaha Grand Piano for use based on requested quote. Use of GCYO assets is optional and conditional.

#### 5.11 Air Conditioning Use

The Gold Coast Youth Orchestra will make available air conditioning based on quote. Hirer to request quote via email. Use of GCYO assets is optional and conditional.

#### 5.12 Smoking

The Gold Coast Youth Orchestra Centre is designated non-smoking by State Government resolution. As such, smoking is not permitted within the confines of the Centre and externally within ten metres of the property.

#### 5.13 Returning property to condition in which it was found: hirers are required to leave the



Centre in the original state at the conclusion of each use<sup>5</sup>.

5.14 Food and Beverage is prohibited in all carpeted spaces.

## **6.0 Control of the Centre**

### **6.1 Administration**

The general administration and control of the Centre is vested in the Gold Coast Youth Orchestra who shall exercise absolute discretionary powers for the good order and control of such premises.

### **6.2 Control of exits**

The GCYO shall have complete control and supervision over all means of ingress and egress and the hirer or his/her representative shall act under the direction of the Building Manager in this respect.

### **6.3 Lost property**

Delegates of the GCYO are the only persons authorised to enter, examine and search the Centre for lost property left behind by any audiences. All articles of any description or kind found in any part of the Centre must immediately be delivered to the GCYO for registration and retention until property claimed and or restored to the owner on production of satisfactory proof of ownership. Private attendants, who may be engaged by any hirer of the Centre, shall be strictly confined to the duties connected with their engagement and such attendants are absolutely prohibited from entering and searching the Centre or other premises or any part thereof for lost property left behind after a hire.

## **7.0 Conditions of Hire**

7.1 The hirer will permit the GCYO or any other authorised officer(s), servant or agent of the GCYO at any time and from time to time to enter upon the premises or any part thereof.

7.2 The hirer will comply with any requirement or direction made or given by the Building Manager. The Building Manager shall be at liberty to suspend and or control to any extent and any way deemed necessary, any use, performance, matter or proceeding which is judged to be not in accordance with the provision of the terms and conditions without rendering the GCYO or any Officer(s), servant or agent liable for damages in respect of such suspension and or control.

7.3 The hirer shall ensure that the premises are used in a proper and orderly and lawful manner

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<sup>5</sup> Refer clause 5.2

and will not permit or suffer any riotous, disorderly or improper conduct on the premises nor permit or suffer any person who is affected by liquor or guilty of riotous, disorderly or improper conduct to be or remain in the premises nor permit or suffer to be done in or about the premises or any other part of the Centre any act, matter or thing which may injure or tend to injure the reputation of the GCYO or cause a nuisance or annoyance to others. The hirer shall not hinder or obstruct or permit or suffer to be hindered or obstructed any member of the Queensland Police Force in the exercise or discharge of his/her duties.

7.4 The hirer shall indemnify the GCYO against any action taken against the GCYO as a result of any such breach.

7.5 The hirer shall notify the Building Manager of any alcoholic beverage of any kind proposed to be brought into the Centre. If it is the intention of the Hirer to sell liquor to function attendees, an appropriate Liquor Permit must be obtained from the Office of Liquor Gaming Licensing, Queensland. Proof of compliance must be furnished to the GCYO prior to the commencement of the function in question.

7.6 In accordance with Australian laws, underage consumption of alcohol is not permitted on GCYO premises.

7.7 The hirer shall not bring nor permit any explosives or inflammable liquids of whatsoever kind or nature to be brought into or used in the Centre and shall not use or permit to be used naked lights in any part of the Centre and shall not allow or permit any act or performance in the Centre which could cause injury to any person or persons.

7.8 The hirer shall at all times ensure that any person or persons engaged or employed by him on the premises shall be fully covered by a Workers Compensation Policy and shall, if required, produce evidence of such cover.

7.9 The hirer is responsible for facility induction to and for their group covering Evacuation Procedures and Emergency Exits.

## **8.0 Accident, Damage or Loss**

8.1 The hirer shall be held responsible for and be required to make good any loss or damage to the Centre, the surrounding property, furniture, appliances or apparatus occurring during the period

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of hire and he/she shall make such deposit as security, therefore as the Building Manager may require.

8.2 The hirer shall be responsible for any accident, loss, damage or injury sustained by any person or persons using the Centre during the period of hire, notwithstanding that it arose from or by reason of any defect in the furniture, fittings or other accessories of any kind whatsoever or otherwise.

8.3 Implicit or explicit agreement of the hire terms and conditions shall be deemed to indemnify the GCYO against all claims and demands made, or costs or expenses incurred in connection therewith.

8.4 It is the responsibility of the hirer to arrange Public Risk Insurance Cover for the duration of his/her hire and be able to furnish a valid Certificate of Currency to the GCYO.

8.5 The GCYO shall not be held responsible in any way for any damage to or loss of any property placed in the Centre by the Hirer or for any loss occasioned by the Hirer through accident or failure of the electricity or other plant by any unavoidable cause.

8.6 Attendance of Fire Brigade. It shall be obligatory upon the hirer to arrange with the Fire Brigade authorities and pay for the attendance of a fireman/woman when required during the hire.

## **9.0 Indemnity**

9.1 The hirer will use and occupy the premises at the risk of the hirer and the hirer will release the GCYO, its officers, servants, agents and contractors from all actions, claims and demands of every kind resulting from:

9.1.1 any accident loss damage or injury to any person or property occurring on the premises whilst occupied or used by the hirer or any property servant or agent of the hirer.

9.1.2 any loss or damage suffered by any person or persons arising out of the exercise by the GCYO and its officers, servants or agents of any right or discretion pursuant to the Terms and Conditions

9.1.3 any accident, loss or damage or injury to any person or property arising out of the use of any GCYO equipment provided pursuant to Terms and Conditions.

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9.2 The hirer will indemnify the GCYO from and against all actions, claims and demands of every kind which the GCYO or its officer(s), servants, agents and contractors shall or may be liable for in respect of or arising from any accident, loss, damage or injury to person or property by reason of anything done or omitted by the Hirer or his/her servant or agent.

9.3 Any rights and powers of the GCYO under any of the provisions shall not be deemed to impose upon the GCYO any responsibility for the selection of the music work or works proposed to be performed or being performed on the premises at any time.

## **10.0 Disputes**

In the event of any dispute or difference arising as to the interpretation of the terms and conditions or as to any matter or thing therein contained or as to the meaning of any of the terms and conditions, the decision of the Gold Coast Youth Orchestra thereof shall be final and conclusive.

## **11.0 Other Conditions**

- Other users may hire different parts of the building at the same time.
- All risers and or other equipment to be returned to the position in which they were found.
- All chairs to be stacked and placed around walls and may not obstruct exits.
- Any function/event of any kind shall be subject to the terms and conditions which it shall be taken as read and understood by the hirer.

## **12.0 Review**

Hire fees will be reviewed and renewed annually and fees shall increase based on market review and or relevant CPI. All fees are to be paid upon receipt of invoice or as arranged. Annual hirers must pay fees one-month in advance and by no later than the first day of each month. Electronic funds transfer is required for all payments.