

Terms and Conditions of Hire



Definitions

- a. **Additional Services** means any goods or services requested by the Hirer or their Guests and/or provided by **Gympie Regional Council** to **the Hirer** and/or used by **the Hirer** which are not otherwise specified. I.E. Requests for specific services, equipment or consumables which are not part of existing services or stock and are sourced or provided for the Event by **Gympie Regional Council**.
- b. A **Cleaning Bond** may be required at the discretion of **Gympie Regional Council** for catered or high risk events.
- c. **Booking Period** means the booking period specified in the Hire Agreement The booking period applies to the venue time used by the event or activity, from access through to vacating the venue.
- d. **Casual Hirers** are defined as those Hirers who are non-commercial; not incorporated; not involved in high-risk sports; and do not hire a Council facility more than 12 days per year (*e.g. parents organising a birthday party, weddings*). In other words, one-off or irregular events hosted by individuals.
- e. **Casual Hirers' Liability Cover** is cover held by **Gympie Regional Council** to cover casual hirers with fewer than 500 guests. The cover is for personal injury or property/damage/loss to another person at the venue as a result of **the Hirer's** liability.
- f. **Catered Event** means an Event at which **the Hirer** intends for **the Hirer** or their Guests to:
 - i. supply or be supplied with wine, spirits, alcoholic or non-alcoholic drinks, refreshments, food, confectionery or other articles or services (excluding programs and Event merchandise) at or from the Venue; and/or
 - ii. bring any such items into the Venue.
- g. **Caterer** means the person or entity appointed or approved by **Gympie Regional Council** to provide catering services at the Venue (or if there is no such person or entity, means **Gympie Regional Council** itself) and also includes any person who holds a liquor licence for the Venue (which may be **Gympie Regional Council** itself).
- h. **Catering Fee** means the sum charged by **Gympie Regional Council** to **the Hirer** for the for the supply of all catering goods and services ordered by the Hirer from, or provided to the Hirer for the Event by, **Gympie Regional Council**.
- i. **Catering Requirements** means confirmation of the number of serves and type of catering required.
- j. **Event** means the event, activity, or other use specified in the Hire Agreement, including but not limited to bump-in and bump-out and other preparation activities.
- k. **Event Information Deadline** is defined as fourteen (14) days after the Hirer Agreement is sent to **the Hirer**.
- l. **Fees & Charges** means the aggregate of the amounts chargeable under the Schedule of Fees and Charges as in effect from time to time, for the hire or use of the Venue and the other services and facilities that the Hirer or the Hirer Guests use or which are provided at **the Hirer** or their Guests' request. The Schedule of Fees and Charges is derived from Council's fees and charges for the current financial year.
- m. **Force Majeure Event** includes:
 - I. Any act of God;
 - II. Fire, flood, earthquake, storm or cyclone;
 - III. Cessation or interruption of water or electricity supply;
 - IV. War, revolution or any other unlawful act against public order or authority;
 - V. Malicious damage, smoke or explosion;
 - VI. An industrial dispute of any kind;
 - VII. Breakdown of machinery, or unavailability of essential equipment, supplies or services;

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- VIII. A Pandemic, epidemic or disease;
 - IX. A governmental or statutory authority restraint; or
 - X. Any other event which is not within the control of **the Hirer**, which in the opinion of **the Hirer** and **Gympie Regional Council** makes it impossible or undesirable for the terms of the Hire Agreement to be observed or performed.”
- n. **High Risk Events** are events which **Gympie Regional Council** determines may pose a higher level of risk to the venue, staff or patrons from issues including but not limited to number of attendees, service of alcohol, nature of the event, and/or previous similar events. Additional conditions may be imposed on high-risk events.
 - o. **Hire Agreement** means the agreement details contained in the Hire Agreement together with the Terms and Conditions of Hire.
 - p. **Hirer** means **the Hirer** specified in the Hire Agreement.
 - q. **Hirer’s Authorised Agent** means **the Hirer’s** authorised agent specified in the Hire Agreement.
 - r. **Hirer’s Caterer** means a caterer engaged by **the Hirer** or on **the Hirer’s** behalf to provide catering services at the Venue in accordance with the terms of clause three (3).
 - s. **House Seats** means seating reserved by **Gympie Regional Council** for the use of **Gympie Regional Council**, management, staff, and other guests.
 - t. **Guests** means Event ticketholders/attendees, the Hirer members, officials, staff, volunteers, contractors, guests, invitees, visitors and other persons the Hirer allow or invite into the Venue whether expressly or impliedly.
 - u. **Gympie Regional Council’s Authorised Agent** means the **Gympie Regional Council’s** Authorised Agent specified in the Hire Agreement
 - v. **Merchandise** is defined as all goods sold which are ancillary (associated) to the primary purpose of the Venue hire.
 - w. **Public Liability insurance** is required when the Venue is hired for an Event by an organisation (*e.g. business, not-for-profit, church, school*): any organisation that would be expected to hold Public Liability insurance in the running of their usual business or activities.
 - x. **Venue** means that part of **Gympie Regional Council** facility or premises specified in the Hire Agreement

1. The Venue Booking

- a. Within the terms of the Hire Agreement, **the Hirer** and their Guests will have non-exclusive use of common areas of the Venue during the Booking Period.
- b. **The Hirer** may also use any electricity or water supplied to the Venue for reasonable purposes in connection with the Event during the Booking Period. **Gympie Regional Council** does not guarantee the continuance or adequacy or quality of electricity or water supply for **the Hirer’s** purposes even if **the Hirer** has made them known to **Gympie Regional Council**.
- c. The right of **the Hirer** and their Guests to use the Venue is a licence only. **The Hirer** and their Guests do not have the right to exclude **Gympie Regional Council** from the Venue, even during the Booking Period.
- d. A venue staff member must be on site at all times during the Booking Period.
- e. **The Hirer** must use the Venue only for the Event and uses reasonably incidental thereto. **The Hirer** must not use the Venue, or allow the Venue to be used, for any other purpose during the Booking Period.
- f. **The Hirer** will nominate a representative to undergo a venue induction by a venue staff member at the commencement of the Booking Period. It is then the responsibility of **the Hirer’s** representative to

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- induct all other personnel engaged in the event, whether on a volunteer or paid basis.
- g. If the law obliges **the Hirer** to obtain a licence or permit to use the Venue or for anything **the Hirer** and their Guests do at the Venue, **the Hirer** must obtain and comply with the licence or permit and supply a copy to **Gympie Regional Council**.
 - h. **Gympie Regional Council** agrees to use reasonable endeavours to supply requirements for Additional Services that **the Hirer** requests **Gympie Regional Council** to supply (if **Gympie Regional Council** agrees to supply the requested Additional Services).
 - i. Minimum booking periods apply to all events and activities, unless otherwise specified, with additional time charged hourly. If the duration of use is less than the minimum booking period **the Hirer** will be required to pay for the minimum applicable booking period.
 - j. **The Hirer's** booking must include the full duration of the venue time **the Hirer** requires from access and set-up time through to vacating the venue. Additional charges may apply for additional time in the venue outside the terms of the Hire Agreement.

2. To keep the booking

- a. The following table sets out things **the Hirer** must do in order to retain **the Hirer's** booking of the venue.

<i>What the Hirer needs to do</i>	<i>When</i>
Sign and return this Agreement to Gympie Regional Council	Within fourteen (14) days of receiving the Hirer Agreement
Give Gympie Regional Council evidence of insurance as required in accordance with clause 14	At time of submission of this agreement.
Submit any other licences and permits required If the law obliges the Hirer to obtain a licence or permit to use the Venue or for anything the Hirer or the Hirer Guests do at the Venue.	Fourteen (14) days prior to the start of the booking period.
A non-refundable deposit, being a percentage of the final cost may be charged by venue management if deemed necessary.	On receipt of invoice

- b. If **the Hirer** fails to do any of the specified matters on time, **Gympie Regional Council** may:
 - i. cancel this Agreement; and
 - ii. decline to make the Venue available to the Hirer, whether or not **Gympie Regional Council** has cancelled this Agreement.
- c. **The Hirer** is not entitled to a refund of the Fees & Charges or any other amount paid or payable under the Hire Agreement, even if **the Hirer** does not use the Venue or any services to which the Fees & Charges or other amount relate, except as expressly provided by the conditions of the Hire Agreement.

3. Catering and Alcohol

- a. This clause applies if the Event is a Catered Event
- b. The Venue is a licensed venue under the *Liquor Act 1992* ("**the Act**"), therefore **the Hirer** cannot bring in their own alcohol. If **the Hirer** wishes to run the bar with their own alcohol, **the Hirer** must seek the consent of **Gympie Regional Council** and:
 - i. Pay any fees for the required change in licencing at the Venue

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- ii. Apply for and obtain the appropriate Liquor Licence prior to the Event and provide a copy to the Venue, and
 - iii. Comply with all legal requirements of the Liquor Licence, any conditions applied by **Gympie Regional Council**, and any applicable House Policy at the Venue.
- c. **Gympie Regional Council** may give or refuse consent as sought in clause 3b above in its sole discretion, and on such terms and conditions as **Gympie Regional Council** reasonably requires.

Without limiting any such terms and conditions, the following will apply in any case:

- i. **The Hirer** will instruct **the Hirer's** Caterer that it must comply with all reasonable directions of **Gympie Regional Council** in relation to the provision of catering services at the Venue;
 - ii. **The Hirer** must indemnify and save harmless **Gympie Regional Council** in relation to any claims, expenses or costs of whatsoever kind which **Gympie Regional Council** may sustain or incur as a result of any failure on the part of **the Hirer's** Caterer to comply with **Gympie Regional Council's** directions and requirements in relation to the provision of catering at the Venue
 - iii. The Venue is a licensed venue under the *Liquor Act 1992* ("**the Act**"). Where the Event is carried out under the terms of the existing Liquor License for which **Gympie Regional Council** holds the liquor license, only **Gympie Regional Council** shall be permitted to supply **the Hirer's** Guests with any liquor at the Venue.
 - iv. where clause 3c. iii does not apply, but **the Hirer** intends to supply **the Hirer's** Guests with liquor at the Venue:
 - i. **The Hirer** must provide **Gympie Regional Council** with suitable evidence to show that the supply of liquor by **the Hirer's** Caterer at the Venue is lawful;
 - ii. **The Hirer** must ensure that **the Hirer's** Caterer adheres to the requirements or conditions imposed by **Gympie Regional Council** in relation to the sale or supply of liquor at the Venue including but not limited to the trading hours during which liquor will be supplied; and
 - iii. **The Hirer** must indemnify and save harmless **Gympie Regional Council** in relation to any claims, damages, costs or expenses of whatsoever kind sustained or incurred by **Gympie Regional Council** in relation to the sale or supply of liquor by the Hirer's Caterer including but not limited to any claim brought against **Gympie Regional Council** as a result of any breach of the Act.
- d. A Cleaning Bond of up to \$1500 may be required at the discretion of **Gympie Regional Council** for catered or high-risk events. Should the cleaning bond not be required in part or in full, any remaining cleaning bond will be offset against venue fees and charges at the conclusion of the hire.

4. Equipment, materials, scenery and props

- a. **The Hirer** must ensure that **the Hirer** and their Guests do not do any of the following things:
 - i. Bring in or use any sound, lighting, staging, electrical or other equipment or devices for the purposes of the Event (other than those supplied by **Gympie Regional Council**) without the prior consent of **Gympie Regional Council**. **The Hirer** must ensure that any such equipment complies with any relevant Australian Standards and is used only in accordance with any manufacturers' directions; and that any such electrical equipment has a current test and tag.
 - ii. bring any scenery, curtains, props or flammable material of any kind to the Venue unless:
 - 1. they have been fireproofed to the standard required by Queensland laws, and are maintained by the Hirer in that fireproofed condition so long as they remain at the Venue; or
 - 2. **the Hirer** has sought and been granted the written consent of **Gympie Regional Council**, which consent may be granted or refused in the sole discretion of **Gympie Regional Council**;
 - iii. use confetti, glitter, or other similar materials, either inside or outside the Venue.

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- iv. Make any changes to the Venue whether temporary or permanent including painting walls or stage floors without the written consent of **Gympie Regional Council**, which consent may be granted or refused in the sole discretion of **Gympie Regional Council**.

5. Care of Venue

- a. **The Hirer** must keep the Venue in a clean and tidy condition at all times.
- b. **The Hirer** must ensure that **the Hirer** and their Guests do not do any of the following things:
 - i. do anything to overload any electricity supply to the Venue;
 - ii. damage, remove or interfere with any part of the Venue or any conveniences, appurtenances, fixtures, fittings, equipment or other things in or on the Venue;
 - iii. damage, block or remove any sinks, drains, toilets or similar equipment;
 - iv. use any conveniences, appurtenances, fixtures, fittings, equipment or other things in or on the Venue other than for purposes for which they were designed and in a usual and careful manner;
 - v. obstruct or restrict access to any designated exit (whether directly or indirectly), stairway, doorway, or corridor; or
 - vi. disobey any reasonable directions or requirements of **Gympie Regional Council** regarding noise levels (even if they are stricter than the legal or regulatory restrictions).
 - vii. use nails, hooks, screws, tacks or the like, on any part of the Venue.
 - viii. Affix any adhesive mediums anywhere inside the Venue without prior permission from **Gympie Regional Council**.

6. Broadcasting and publication

- a. If during the Booking Period **the Hirer** or any of **the Hirer's** Guests displays, performs, broadcasts, adapts, publishes or in any way uses any works or material in which intellectual property rights subsist (including but not limited to copyright and moral rights):
 - i. **the Hirer** must ensure that the intellectual property rights are not infringed;
 - ii. **the Hirer** must give **Gympie Regional Council** evidence satisfactory to **Gympie Regional Council** that **the Hirer** has the right to use the works or material in the manner in which **the Hirer** intends; and
 - iii. **the Hirer** must pay all royalties due to the Australasian Performing Right Association or any other body in respect of the use of the works or material.

7. Ticket sales

- a. For ticketed events, unless otherwise expressly authorised by **Gympie Regional Council**:
 - i. the sale, printing and distribution of tickets to the Event will be conducted either by or under the supervision and control of **Gympie Regional Council** (at the election of **Gympie Regional Council**); and
 - ii. the receipts derived from the sale of all tickets will be paid directly to **Gympie Regional Council**.
- b. If **Gympie Regional Council** has authorised **the Hirer** to conduct the sale, printing and/or distribution of tickets to the Event:
 - i. one week prior to the Event **the Hirer** must advise **Gympie Regional Council** in writing of the number of tickets sold and the Venue seats to which those tickets pertain.
 - ii. Unless otherwise agreed by **Gympie Regional Council**, **the Hirer** must withhold from sale four (4) House Seats and reserve them for the use of Gympie Regional Council.
 - iii. Unless otherwise agreed by **Gympie Regional Council**, **the Hirer** must issue any and all holders of a current Queensland Government Companion Card, or equivalent card issued in another State or

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Territory, with one extra ticket to the Event at no charge and in the same price reserve as the ticket purchased by the Companion Card holder.

- c. **Gympie Regional Council** will retain in trust the receipts derived from the sale of all tickets until the later of the following times:
 - i. the conclusion of the Event, or the conclusion of a single performance within the Event to which the receipts pertain (whichever occurs first), to ensure funds are available for any customer refunds required pursuant to the terms and conditions of sale; and
 - ii. **the Hirer** has paid all sums owing to **Gympie Regional Council** whether under the Hire Agreement or otherwise.
- d. **The Hirer** authorises **Gympie Regional Council** to deduct any amount payable by **the Hirer** to **Gympie Regional Council** (whether under the Hire Agreement or otherwise) from the amounts collected by **Gympie Regional Council** and which would otherwise be payable by **Gympie Regional Council** to **the Hirer**.

8. Event Information

- a. For Ticketed Events, **The Hirer** must promptly inform **Gympie Regional Council** of any change to the Event Information provided to **Gympie Regional Council** including, but not limited to, changes to any artist or any item or work to be performed. Where such a change occurs **the Hirer** must undertake such further publicity at **the Hirer's** own expense as **Gympie Regional Council** may require. Alternatively, **Gympie Regional Council** may elect to undertake such publicity in which case **the Hirer** must pay **Gympie Regional Council's** costs and expenses incurred in doing so.
- b. **The Hirer** must advise **Gympie Regional Council** immediately if the Event will or is likely to contain adult content or themes, nudity, coarse language and/or special effects including but not limited to haze, smoke and strobe lighting.

9. Photography, advertising, and merchandise.

- a. **The Hirer** must not sell or permit to be sold any program or merchandise relating to the Event, or conduct any advertising for the Event, without the consent of **Gympie Regional Council**, which consent may be granted or refused at the sole discretion of **Gympie Regional Council**.
- b. **The Hirer** must not display any advertising material in the Venue or surrounds without the consent of **Gympie Regional Council**, which consent may be granted or refused at the sole discretion of **Gympie Regional Council**.
- c. **Gympie Regional Council** may duplicate or share copies of photographs, slides and videos published or provided by **the Hirer** for promotional purposes. This material may be used by **Gympie Regional Council** for promotional and/or archival purposes.
- d. During the event **Gympie Regional Council** staff may also photograph the Event including set up and guests for promotional and/or archival purposes. Images and videos may be used on council's website, in publications, digital media, or by newspapers, and may be shared with **the Hirer** for their records on request.

10. Other users of the Venue

- a. **Gympie Regional Council** reserves the right to book other events and spaces adjacent to the **Hirer's** use of the Venue unless otherwise specified in the Hire Agreement.
- b. **Gympie Regional Council** may ask **the Hirer** to use and ensure **the Hirer's** Guests use a particular means of access to the space hired within the Venue (for example, to coordinate the use of the Venue

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by multiple groups). In that event, **the Hirer** and **the Hirer's** Guests must use the means of access specified by **Gympie Regional Council**.

- c. **The Hirer** and **the Hirer's** Guests must not do any of the following things:
- disrupt the use of the Venue by anyone else;
 - prevent other people from, or interfere with other people, accessing or using any common areas or other locations in the Venue; or
 - prevent **Gympie Regional Council** or anyone authorised by **Gympie Regional Council** from entering the Venue for reasonable purposes during the Booking Period.

11. Safety, Security and Conduct

- a. **The Hirer** must take reasonable steps to ensure the safety of **the Hirer's** Guests at the Venue, and the security of valuables and belongings brought onto the Venue by **the Hirer's** Guests, during the Booking Period.
- b. Smoking is not permitted in the Venue. **The Hirer** must ensure that neither **the Hirer** nor **the Hirer's** Guests smoke in or in the vicinity of the Venue.
- c. **The Hirer** must comply, and ensure that **the Hirer's** Guests comply, with:
- Gympie Regional Council's** reasonable requirements and directions affecting safety and security, including but not limited to the terms of **Gympie Regional Council's** emergency and evacuation plan and the terms of any child protection strategy or policy of **Gympie Regional Council**; and
 - directions given by officers of the police, fire brigade, ambulance service or security services.
- d. **The Hirer** must immediately notify **Gympie Regional Council** if any of the following occurs:
- hazards are identified (e.g. spills) that may create a potential risk to others,
 - emergency services are called in relation to the Event 000 (e.g., police, ambulance, fire etc)
 - damage to property/facility or the identification of damaged property/equipment, so that Council can arrange repairs as necessary and duly notify required parties,
 - any incidents, injuries, or near misses, and
 - in the event of an incident or near miss occurring, **the Hirer** is responsible for completing an incident report form on behalf of the hiring organisation and submitting it to **Gympie Regional Council** within 24 hours of the incident.
- e. **The Hirer** must not, and **the Hirer** must ensure that **the Hirer's** Guests do not, do any of the following things:
- enter any office, kitchen, storage, backstage or operational areas of the Venue which are not specified in the Hire Agreement;
 - breach any law;
 - do any act, make any omission or engage in any conduct that prejudices any insurance held by **Gympie Regional Council** for the Venue;
 - do any act, make any omission or engage in any conduct that is or could reasonably be expected to become a public nuisance or a nuisance to **Gympie Regional Council** or the owner or occupier of any other premises in the vicinity of the Venue;
 - do any act, make any omission or engage in any conduct that could reasonably be expected to cause any licence or permit in respect of the Venue to be breached, forfeited or suspended or any renewal refused; or
 - do any act, make any omission or engage in any conduct that will or could reasonably be expected to cause **Gympie Regional Council** to suffer any loss, damage or expense or be exposed to any liability.

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- f. **The Hirer** must comply with, and ensure that **the Hirer's** Guests comply with, any reasonable directions given by **Gympie Regional Council** about:
 - i. the number of people allowed to be in the Venue;
 - ii. the use of the Venue;
 - iii. looking after the Venue; and
 - iv. the provision or completion of an incident report, and/or the provision of information required by **Gympie Regional Council** for the purposes of completing any such report.
- g. **The Hirer** shall be responsible for ensuring that the Venue is used in a proper, orderly and lawful manner and will not permit any riotous, disorderly or improper conduct on the premises, nor permit any person who behaves in a riotous, disorderly or improper manner to be or remain on the premises, nor shall **the Hirer** permit any act, matter or thing to be done on the premises which may cause a nuisance or annoyance to others or contravene any State or Federal Laws.
- h. Breaches of these terms and conditions by **the Hirer** may result in additional conditions being imposed on future bookings, or the refusal of future booking requests, at the discretion of **Gympie Regional Council**.

12. End of Booking Period

- a. **The Hirer** must vacate the Venue by the end of the Booking Period.
- b. At the end of the Booking Period, **the Hirer** must:
 - i. leave the Venue in a clean and tidy condition,
 - ii. remove everything that **the Hirer** or **the Hirer's** Guests have brought into the Venue during the Booking Period or in connection with the Hire Agreement,
 - iii. leave clean any conveniences, appurtenances, fixtures, fittings, equipment or other things in or on the Venue that have been used during the Booking Period, and put them back where they were at the start of the Booking Period; and
 - iv. otherwise give the Venue back to **Gympie Regional Council** in the same condition as the Venue was in at the start of the Booking Period.
- c. **The Hirer** agree to reimburse **Gympie Regional Council** for any cleaning or other costs **Gympie Regional Council** incurs as a consequence of any breach by **the Hirer** of condition 12b above.

13. Liability

- a. **The Hirer** uses the Venue, and invites **the Hirer's** Guests to the Venue, at the **Hirer's** own risk.
- b. **The Hirer** agrees that, except in the event of negligence by **Gympie Regional Council**, its servants or agents, **Gympie Regional Council** is not liable for, and **the Hirer** indemnifies **Gympie Regional Council** against, any costs, expenses, action, demand, obligation, damage, penalty or other liability of any kind (whether suffered by or against **the Hirer**, **Gympie Regional Council** or someone else) arising directly or indirectly in respect of any of the following:
 - i. **the Hirer's** acts, omissions and conduct;
 - ii. **the Hirer's** use of, or presence at, the Venue;
 - iii. any act, omission, conduct or occurrence for which **the Hirer** is responsible under the Hire Agreement;
 - iv. a fault, defect, misuse or failure of any equipment, machinery, conveniences, appurtenances, fittings, or other things brought by **the Hirer** or **the Hirer's** Guests to the Venue;
 - v. a cancellation or postponement of the Event or part of the Event; or
 - vi. any loss of property or personal injury suffered by **the Hirer** or any of **the Hirer's** Guests.
- c. To the maximum extent permitted by law, if the goods or services supplied by **Gympie Regional**

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Council under the Hire Agreement are subject to warranties or terms implied by statute, general law, international convention or custom:

- i. that can be excluded, restricted or modified by contract – they are hereby excluded; and
- ii. that cannot be excluded, restricted or modified by contract – the liability of **Gympie Regional Council** for breach of any such warranty or term will be limited at the option of **Gympie Regional Council** (as the case requires) to:
 1. in the case of goods, the supply of the goods again or payment of the cost of supplying the goods again; and
 2. in the case of services, the supply of the services again or payment of the cost of supplying the services again.
- d. The Hire Agreement will be interpreted and construed and the rights of the parties will be determined in accordance with the law of the State of Queensland and in and by the Courts of Queensland.
- e. **The Hirer** will ensure their operations adhere to the current Queensland Government public health directives in place at the time of their hire of the Venue. These are subject to change and **Hirers** are expected to stay up to date with changes. If required under public health directives any relevant documentation must be provided to **Gympie Regional Council** before the event commences. **Hirers** are to comply with all public health directives and requirements from Venue staff to ensure safety and compliance.

14. Insurance

- a. Unless defined as a casual hirer (please refer to definitions), **the Hirer** must effect and hold public liability insurance to the amount of twenty (20) million dollar indemnifying **the Hirer** and **Gympie Regional Council**:
 - i. for any legal liability with respect to personal injury or property damage arising directly or indirectly from the use of the Venue by **the Hirer** and/or **the Hirer's** Guests; and
 - ii. for not less than the Public Liability Insurance Amount per occurrence during the Booking Period (or while **the Hirer** or **the Hirer's** Guests are at the Venue, if outside the Booking Period).
- b. **The Hirer** must also effect and hold any workers' compensation insurance required by law for any person employed or engaged or to be employed or engaged by **the Hirer** during the Booking Period and the period of any licence for getting the Venue ready for use during the Booking Period under the Hire Agreement (see condition 2).
- c. **The Hirer** must also effect and hold insurance covering **the Hirer** for loss or damage to any property which **the Hirer** brings into the Venue.
- d. The insurances required by conditions 14a., 14b. and 14c. above must be on terms satisfactory to **Gympie Regional Council**.
- e. **The Hirer** must give **Gympie Regional Council** evidence satisfactory to **Gympie Regional Council** that **the Hirer** holds the insurances required by conditions 14a., 14b. and 14c. above at the time of submitting the Hire Agreement.
- f. If **the Hirer** does not give **Gympie Regional Council** evidence satisfactory to **Gympie Regional Council** that the Hirer holds the insurances required by conditions 14a., 14b. and 14c. above **Gympie Regional Council** may decline to make the Venue available to **the Hirer**.

15. Cancellation of this Agreement

- a. If the agreement is cancelled by **Gympie Regional Council**, then any deposit paid shall be refunded. If the cancellation of the booking is made by **the Hirer**, no deposit paid shall be refunded. However, if it is claimed by **the Hirer** that extenuating circumstances apply, an application may be made to **Gympie**

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Regional Council for a refund.

- b. If a **Hirer** of multiple areas of the venue cancels the booking in respect to one or more areas of the Venue but otherwise retains the booking, the hiring charge applicable to that booking may still be required in full.
- c. The following table explains when **Gympie Regional Council** may cancel the Hire Agreement and the consequences of cancellation

<i>How this Agreement may be cancelled</i>	<i>Consequences of cancellation</i>
By Gympie Regional Council giving notice before the Event Information Deadline.	The Hirer is entitled to a refund of any money the Hirer has paid as a deposit or for Fees & Charges under the Hire Agreement, but the Hirer does not have any other claim against Gympie Regional Council , including in its capacity as Caterer if acting in such capacity.
By Gympie Regional Council giving notice, even after the Event Information Deadline or during the Booking Period, due to any of the following: <ul style="list-style-type: none"> • the Venue being resumed, requisitioned or required for a public purpose; • the Venue being damaged or destroyed so that Gympie Regional Council considers the Venue unsuitable for use under the Hire Agreement; or • an emergency, danger of damage to people or property or other act or event outside Gympie Regional Council's direct control as a result of which Gympie Regional Council considers the Venue should not be used under the Hire Agreement. 	The Hirer is entitled to a refund of any money the Hirer have paid as a deposit or for Fees & Charges under this Agreement, but the Hirer does not have any other claim against Gympie Regional Council , including in its capacity as Caterer if acting in such capacity.
By Gympie Regional Council giving notice, even after the Event Information Deadline or during the Booking Period, due to a breach by the Hirer or the Hirer's Guests of any of the Terms or Conditions of the Hire Agreement.	The Hirer is not entitled to a refund of any money. The Hirer must still pay any deposit, Fees & Charges, Catering Fee, any fee due for Additional Services, and any other sum that has become owing under the Hire Agreement at the time of the Hirer breach, in full.

Terms and Conditions of Hire

16. Force Majeure

- a. Termination for a force majeure event shall not be deemed a breach of the Hire Agreement.
- b. Cancellation or rescheduling of the Event(s) or other services due to the **Hirer's** fiscal insolvency, poor ticket sales, or scheduling problems, or for any other reason, shall not be deemed a force majeure event and the **Hirer** shall not have the right to terminate the Hire Agreement without liability.

17. Non-continuous Booking Period

- a. If the Booking Period is or includes two or more non-continuous periods, the Hire Agreement applies separately in relation to each of those periods as if they were separate Booking Periods. This means, for example, that condition 12 applies at the end of each of those periods (not just the last one).

18. Agency

- a. For the purpose of the Hire Agreement any action, approval, consent or discretion required to be taken or given by or on behalf of **Gympie Regional Council** will be sufficiently taken or given if taken or given by **Gympie Regional Council's** Authorised Agent.
- b. For the purpose of this Agreement any action, approval, consent or discretion required to be taken or given by or on **the Hirer's** behalf will be sufficiently taken or given if taken or given by **the Hirer's** Authorised Agent.
- c. Without prejudice to any other means of giving notice any notice given under the Hire Agreement shall be sufficiently given:
 - i. to **the Hirer** if addressed to **the Hirer** or **the Hirer's** Authorised Agent and served personally on **the Hirer** or **the Hirer's** Authorised Agent or if forwarded by prepaid post or facsimile or email in accordance with the Hire Agreement Details; and
 - ii. to **Gympie Regional Council** if addressed to **Gympie Regional Council** or **Gympie Regional Council's** Authorised Agent and served personally on **Gympie Regional Council** or **Gympie Regional Council's** Authorised Agent or if forwarded by prepaid post or facsimile or email in accordance with the Agreement Details.

19. Privacy

- a. **Gympie Regional Council** may collect **the Hirer's** personal information so that **Gympie Regional Council** can administer **the Hirer's** request to book the Venue for the **Hirer's** event. **Gympie Regional Council** will not disclose **the Hirer's** personal information to any other person unless **Gympie Regional Council** are required to do so by law or **the Hirer** has given **the Hirer's** consent.
- b. By completing and signing the Hire Agreement and returning it to **Gympie Regional Council**, **the Hirer** gives **Gympie Regional Council** the **Hirer's** consent to manage **the Hirer's** personal information in the manner described in **Gympie Regional Council's** Privacy Statement and in the Hire Agreement.
- c. **Gympie Regional Council** respects the privacy of all customer and business contacts and is committed to compliance with the Queensland Privacy Principles (QPPs) in the Information Privacy and Other Legislation Amendment Act 2023 (IPOLA Act) which amends the Information Privacy Act 2009 and Right to Information Act 2009 commencing 1 July 2025.
- d. When collecting personal information from third parties **Gympie Regional Council** will provide the third parties with the choice to opt-in to having their personal information shared with **the Hirer**.

Terms and Conditions of Hire



- e. **Gympie Regional Council** will only provide a third party's personal information to **the Hirer** if the third party has consented to the data being shared, and on condition that **the Hirer** undertake to comply with the QPPs. In that case:
 - i. the third party's personal information may only be used for the purpose for which the personal information was disclosed to **the Hirer** by **Gympie Regional Council**, and for which the third party has provided their consent;
 - ii. **the Hirer** will not disclose the personal information to anyone unless **Gympie Regional Council** has provided express consent for such disclosure to occur,
 - iii. **Gympie Regional Council** will only provide such consent when the third party has provided such consent to **Gympie Regional Council**; and
 - iv. **the Hirer** will include a prominent opt-out option on any promotional material sent to third parties obtained through personal information provided by **Gympie Regional Council**. This applies to promotional material in any form, or any other material, whether through traditional print media or through electronic communication, or through any other means.