

Community Halls and Facilities

GENERAL CONDITIONS OF HIRE



REGIONAL COUNCIL



Contents

1. General Conditions of Hire Document.....	5
2. Bookings.....	5
2.1 Hours of Use.....	5
2.2 Tentative Bookings.....	6
2.3 Confirmed Bookings.....	6
2.4 Advanced Bookings.....	6
2.5 Regular Bookings.....	6
2.6 Political or Religious Usages within Venues.....	6
2.7 Subletting.....	6
3. Hire Charges and Fees (Including Bonds).....	6
4. Cancellation of Bookings.....	8
4.1 Refunds.....	8
4.2 Refusals/Cancellations by Council.....	8
4.3 Public Liability Insurance.....	9
4.4 Required Agreements between the Hirer and Council.....	9
4.5 Condition.....	9
4.6 Revoking or Discontinuing Permission to Hire.....	10
5. Conditions of Use of the Venue and Council Owned Equipment.....	10
5.1 Hire Preferences and Restrictions.....	10
5.2 Adjoining Residents and Noise.....	10
5.3 Children at Facilities.....	11
5.4 Setting Up and Packing Down.....	11
5.5 Closure Procedures.....	11
5.6 Cleaning.....	11
5.7 Removal of Hirer’s Possessions.....	12
5.8 Passageways.....	12
5.9 Temporary Fixtures and Decoration.....	12
5.10 Prohibited Substances/Articles.....	12
5.11 Floor Surfaces and Grounds.....	12

5.12	Advertising	13
5.13	Catering and Food Preparation.....	13
5.14	Smoking.....	13
5.15	Damages and Repairs.....	13
5.16	Animals.....	13
5.17	Security	13
5.18	Parking	14
6.1	Administration	14
6.2	Lost Property.....	14
6.3	Property	14
7.	General Conditions of Hire.....	14
7.1	Entering the Venue	14
7.2	Observance of Venue Hire Period.....	14
7.3	Care of Premises	14
7.4	Use of the Facility.....	15
7.5	Beverages.....	15
7.6	Marketing and Promotional Material	15
8.	Risk Management	16
8.1	Accident, Injury or Incident – Public Liability.....	16
8.2	Queensland Building Fire Safety Regulation 2008.....	16
8.3	First Aid Kits	16
9.	Council’s Indemnity.....	16
10.	Disputes	17



Bookings at Council Facilities are subject to current Queensland Government COVID-19 restrictions and mandates.

It is the responsibility of the event holder to keep up-to-date and comply with all current COVID-19 restrictions and mandates in the Lockyer Valley.

For more information about restrictions and how they may impact your booking, please contact Queensland Health.



REGIONAL COUNCIL

1. General Conditions of Hire Document

The “General Conditions of Hire” is a legal document which is provided to the nominated Hirer of all community centres prior to the booking date.

The document is accompanied by an Application for Facilities Hire which will include an acceptance clause for signing and returning.

Lockyer Valley Regional Council reserves the right of refusal to hire a community hall or facility and has the power to revoke booking agreements at any time. Council also reserves the right to move a booking to another facility if there is a reason that the original booked facility becomes unavailable.

2. Bookings

Bookings for the facility are processed by Lockyer Valley Regional Council, Monday to Friday. All venue bookings are booked through Councils website through an online booking platform, Bookable. Booking exemptions via paper base are available through special circumstances. Bookings for all Facilities must be made a minimum of five business days prior to the date venue is required.

Should you wish to cancel the booking after it has been confirmed, please notify us immediately. Cancellations will be subject to conditions as outlined in section 4 – Cancellation of Bookings.

Hire fees must be paid prior to use of the Venue unless other arrangements have been made.

If applicable, keys shall be collected from Customer Service at the Lockyer Valley Regional Council Administration Buildings at either:

- 26 Railway Street, Gatton during opening hours on the day of the function or the day before the function. Opening hours are Monday – Friday 8.30am – 4.30pm, closed Public Holidays and Christmas Day until the first business day after New Year’s Day.
- 9 Spicer Street, Laidley during opening hours on the day of the function or the day before the function. Opening hours are Monday – Friday 9.00am – 4.30pm, closed Public Holidays and Christmas Day until the first business day after New Year’s Day.
- Murphys Creek Community Centre keys can be collected by contacting the Murphys Creek Progress Association on 0418 457 411.

2.1 Hours of Use

Available for hire between 7.00am and midnight daily with the exception of Good Friday, ANZAC Day and Christmas Day until the first business day after New Year’s Day, unless otherwise stated that venue can be booked on these dates or agreed to via a written application.

Booking times must be strictly adhered to. All music and noise making activities are to cease and the facility is to be cleaned and vacated by 12.00am.

Additional costs incurred for extended use outside the booked times will be applied to the hire fee.

2.2 Tentative Bookings

A booking is tentative until confirmed. Tentative bookings will be held for 14 days from the date the tentative booking was made.

2.3 Confirmed Bookings

Bookings for the venue or facility will not be considered until the Hirer has completed the application process through Councils online booking system, Bookable or by application. Completion of the booking process occurs when full payment of hire and booking fees are received by Council with all required documentation.

2.4 Advanced Bookings

Bookings of Council facilities can be made up to 12 months in advance.

2.5 Regular Bookings

Council does not accept Permanent Bookings of its venues and facilities preferring to take Regular Bookings to ensure that venues and facilities are available for staging events, this allowing wider use of the facilities by community groups and members.

Applications for regular use of the venue or facility will only be accepted on the understanding that the booking may be required to be cancelled/rescheduled in preference of major events that require the use of the venue or facility. Regular Hirers will be invoiced per Booking form received.

Cancelling or rescheduling of bookings by Council may be done at the discretion of the Manager Community Facilities. Regular users will be afforded the maximum amount of notice possible and will not be financially disadvantaged in terms of hire charge if relocated to another facility or venue.

2.6 Political or Religious Usages within Venues

The use of the venue for political/religious meetings or other political/religious purposes may be granted at the discretion of the Manager Community Facilities.

2.7 Subletting

Subletting of the facility is prohibited and will not be approved under any circumstances.

3. Hire Charges and Fees (Including Bonds)

Venue fees and charges are set by Council as part of the Council's Annual Fees and Charges review and may only be reviewed by written application to the Chief Executive Officer and by formal resolution of the Council. Fees are set per Financial Year.

Details of fees and charges are found within Council's Commercial Fees and Charges.

All charges for hire and services must be paid to Council strictly in advance. Council reserves the right to alter all fees and charges at any time without prior notice to the Hirer.

Hirers will be charged a booking fee per transaction. This fee will apply to all hirers and is non-refundable. Where multiple bookings for the same facility are made in the one transaction the fee is only charged once. This booking fee will be implemented for any booking taken after 1 July 2021.

For example - if a hirer wishes to hire a facility once a month over a period of time (limited to a maximum of 12 Months) and they make all the bookings at the same time and as one transaction the booking fee will only apply once.

If the hirer chooses to make separate bookings at the same or various facilities the booking fee will apply to each individual transaction.

Where hirer chooses to cancel their booking and hiring fees, including booking fees, have been charged the hiring fees will be refunded, providing the cancellation is made more than 21 days prior to the date of the booking, however the booking fee will not be refunded.

If the hirer needs to change the date and/or time of their booking a second booking fee will not be applied.

If Council need to cancel the booking for any reason outside the hirers control and cannot provide suitable alternate venue, then all fees and charges will be refunded in full.

Not for profit groups will be charged a nominal fee (a percentage of the total fee) for booking facilities. A non-refundable booking fee will also be charged.

Requests to waive fees will be considered by the appropriate delegate on a case by case basis.

- If the date of hire is less than 21 days from when the Booking is received, full payment of hire fees and bond (if applicable) is required immediately to confirm bookings.
- If date of hire is greater than 21 days from when the Booking is received, full payment of hire fee must be made to confirm bookings (including bond if applicable) 21 days prior to the event.
- In the event of another entity requesting to book the same advanced reservation date, the full amount will be required to be paid immediately to acknowledge commitment to the booking.

Council reserves the right to hold bonds until General Conditions of Hire are met and that any costs to repair/replace items damaged as result of the activities related to the event staged are received. All repairs/replacements are to be managed by Council.

Council reserves the right to hold the bond until additional hire charges for extended times (beyond original booked hours) are received. Additionally, the bond will be held until all agreements to make payments for cleaners or other associated costs are met.

No refunds will be given to those Hirers who finish their event prior to the scheduled completion time.

Bonds will be reimbursed after the booking completion subject to all General Conditions of Hire being met:

- Bonds paid by cash, cheque or eftpos by EFT (Electronic Funds Transfer) will be returned within 10 business days.
- Bonds paid via credit card will be reimbursed back to credit card after 5 business days.

For regular Hirers, a one-off Bond can be paid to Council which will roll over for each booking as long as the bond is of the correct amount for the type of event.

4. Cancellation of Bookings

4.1 Refunds

Council refunds monies by EFT (Electronic Funds Transfer) for one off bookings, and for regular Hirer's the monthly invoice will be adjusted subject to the following conditions. If fees are paid by credit card they will be refunded direct to the Credit card. Note: refunds must be applied to the same credit card used to pay the fees.

- Less than 21 days' notice of cancellation of booking – 100% of facility fees will be forfeited.
- More than 21 days' notice of cancellation of bookings – full refund of hire and bond fees that have been paid.
- Note: Booking fee's will not be refunded.

4.2 Refusals/Cancellations by Council

The refusal of use of the facility in any case may be authorised by the Manager Community Facilities at their discretion.

Notwithstanding that the booking of the venue may have been entered into in accordance with these conditions and that the hire charge may have been paid, it shall be the power of the Manager Community Facilities to cancel the booking and refund the hire charge to the Hirer.

In this instance the Hirer will have no claim at law or in equity for loss of damage in consequence thereof.

Where Council is unable to provide a venue or facility due to an unforeseen reason, Council will provide a full venue hire refund.

4.3 Public Liability Insurance

Hirers are required to:

- provide evidence of Public Liability Insurance cover for \$20 million for the hire period;
- provide evidence of Public Liability Insurance cover in the name of the person/company who is making the booking, otherwise they are to be listed as an interested party; and

The Hirer shall be liable for, and will indemnify Council against, any claim, loss, damage or injury to any person or property arising from the hire of the venue.

4.4 Required Agreements between the Hirer and Council

Council and the Hirer will agree as follows:

The Manager Community Facilities 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 Council for breach by the Hirer of this Agreement. That if at any time –

- i. The conditions detailed and on the part of the Hirer to be performed or observed are not met; or
- ii. There is a likelihood that damage may be caused to the facility; or
- iii. The organisation advertising for or the manner in which any performance or use is being conducted (or proposed) to be conducted is of a scandalous, libellous or obscene character.

Council reserves the right at its sole discretion not to approve any application or to cancel the agreement at any time for breach of policy or procedure.

Failure to comply with the requirements set out in this document will be regarded as a breach of agreement giving Council the right to sue for the recovery of any amount due and/or to cancel all or any such future booking.

4.5 Condition

If in the opinion of the Manager Community Facilities the facility is not in a condition suitable for any performance or use by the Hirer at any date or at any time previously requested, then the Manager Community Facilities may revoke or discontinue the permission granted in respect of any such day or time by giving the Hirer notice in writing. Upon receipt of such notice the permission granted shall be at an end and Council shall repay to the Hirer, all sums paid by the Hirer under the provisions of the Hire Agreement. Should the Hirer have used the facility for any period then at the discretion of

the Manager Community Facilities an amount apportioned to the balance only may be repaid by Council.

4.6 Revoking or Discontinuing Permission to Hire

That if at any time,

- i. in the opinion of the Manager Community Facilities, there exists an emergency due to an actual imminent occurrence that causes or threatens to cause loss of life, injury or distress to persons or threatens the safety of any person or destruction of or damage to property;
- ii. the facility is required, requisitioned or resumed for the purpose of a Government or public authority for any public use;
- iii. the use of the facility is prohibited, obstructed or hindered by any other occurrence; then the Manager Community Facilities may at any time revoke or discontinue the permission granted by giving to the Hirer advance notice by telephone and/or notice in writing. Immediately upon receipt of such notice the permission granted shall be ceased. Council shall repay to the Hirer all sums paid by the Hirer under the provisions of the Hire Agreement.

Should the Hirer have used the facility for any period then at the discretion of the Manager Community Facilities an amount apportioned to the balance only may be refunded by Council.

5. Conditions of Use of the Venue and Council Owned Equipment

5.1 Hire Preferences and Restrictions

Council's facilities are predominately for community use. Therefore preference in hire is given to those users who will use the facility to benefit the community. Hiring a facility for a prolonged period of time on a regular basis for the purpose of operating a business for profit will be reviewed annually. Council reserves the right to periodically inspect activities at facilities to ensure the principle and spirit of community use is being applied and that the fees charged to participants are consistent with what the Hirer states within the Application for Facility Hire.

5.2 Adjoining Residents and Noise

The Hirer is responsible for ensuring any event or activity being held at the facility does not unduly impact on adjoining Hirers and residents, for example excessive noise and/or privacy. Hirers that use music as part of their activity (such as physical activity classes) must have their doors closed to minimise noise interference with other hireable areas.

The level of noise emissions from any band, orchestra, musical instrument, DJ or activity within the facility shall not exceed normal background noise level when measured at the nearest boundary of

any residential property. After 10.00pm the noise emissions shall not exceed the background noise at any point outside the venue.

Booking times must be strictly adhered to. All music and noise making activities are to cease by 12.00am.

Failure to comply with any official request to reduce noise will result in immediate cessation of the hire.

5.3 Children at Facilities

All children attending the facility are the responsibility of the Hirer parent(s)/guardian(s) and/or appointed carers and must be supervised for the duration of the booking.

5.4 Setting Up and Packing Down

The Hirer is responsible for all setting up, packing and return of equipment to storage after event. Appropriate time allocation for set up and pack down must be allowed for in your booking times.

5.5 Closure Procedures

The key must be returned to the location the key was collected between 8.30am and 4.30pm from either:

- 26 Railway Street, Gatton 8.30am – 4.30pm; or
- 9 Spicer Street, Laidley 9.00am – 4.30pm.

The Hirer will be responsible for:

1. Washing, drying and stacking in the appropriate places all of the glassware, crockery and utensils used during the function.
2. Wiping clean and stacking tables and chairs in their respective positions.
3. All taps are turned to off position.
4. All lights (including those in toilets and kitchens), urns, fans and air conditioning are turned off.
5. All doors and windows are closed properly, locked and that the security system is rearmed where applicable. Failure to follow these procedures will incur standard security call out fees to secure the building and these will be charged to the Hirer.

5.6 Cleaning

- Hirers are required to leave the facility in a clean state at the conclusion of their booking.
- All garbage is to be bagged and placed in appropriate bins/skids available outside the facility.
- All equipment and furniture to be stored neatly in the location it was found.

- Tables and chairs are to be cleaned and stored as found. Where applicable tables and chairs are to be placed away. The facility is to be left presentable for the following Hirer including the sweeping / mopping of floors.
- Events must incorporate cleaning requirements within the booked times.

Negotiations with commercial cleaning services are the responsibility of the Hirer. All cleaning must be completed within booked times.

Cleaning needs to be completed prior to vacating the Venue. If the Venue is not left in a satisfactory manner, a cleaning fee of an additional day's hire may be charged.

5.7 Removal of Hirer's Possessions

The Hirer will remove from the facility all scenery, curtains, props, food and beverage items, goods and effects of the booking immediately after each performance and within the booked time.

Any Hirer not complying with this requirement will be liable for additional charges in respect of a further period of hire at the scheduled rates and/or the costs incurred by Council in their removal.

5.8 Passageways

The Hirer shall not permit any person to stand or sit or obstruct in any passageway within any building or in any aisles within the facility. This includes repositioning of pre-set seating.

5.9 Temporary Fixtures and Decoration

The floors, walls or any other parts of the facility 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. No stage, scenery, fitting, decorations, posters, fixed, hung or displayed in or upon the building without the previous consent of the Manager Community Facilities.

The Hirer shall at their own expense provide such protective apparatus and appliances as may be directed by the Council, in order to comply with any relevant statutory requirement of those of the Council insurers. Items such as smoke machines or similar will need to be pre-approved by Council and will be assessed on a case by case basis also considering the specific venue being booked.

5.10 Prohibited Substances/Articles

The Hirer is not permitted to take into or use the following substances with the Venue or grounds:

- Any type of firework or flammable substances.
- Any chemical substance deemed toxic or dangerous.

5.11 Floor Surfaces and Grounds

- No substance to be placed on any floor that may alter the surface.
- Furniture and equipment must be carried and not dragged.
- Chewing gum is not permitted in any part of the venue.

5.12 Advertising

No advertising of any description or kind shall be permitted upon or in any part of the facility or approach without the permission of the Manager Community Facilities.

If the Manager Community Facilities is of the opinion that any notice exhibited is for any reason unsuitable or inappropriate, the Hirer may be required to either remove or alter the device in question.

5.13 Catering and Food Preparation

All activities involving food handling and/or preparation must comply with the *Food Act 2006*. All licensable food businesses must hold and display a current Food License under the *Food Act 2006*. Both licensable and non-licensable food businesses (including not-for profit activities) must comply with food safety requirements under the *Food Act 2006* and Food Safety Standards.

For further information or advice regarding licensing requirements and food safety matters please contact Council's Planning, Policy and Community Wellbeing team on 1300 005 872.

The Hirer shall not bring or permit any additional cooking appliances for use in the facility kitchens unless written approval has been received from the Manger Community Facilities.

5.14 Smoking

Council's community and public buildings are designated Non-Smoking areas. As such smoking is not permitted within the confines of the venue and externally within five metres of entrances.

5.15 Damages and Repairs

The Hirer will be responsible for any expenses in connection with repairs, security and improper use of equipment (including keys) and/or extra cleaning necessary as a consequence of the booking. Any damaged furniture and equipment must be reported immediately. Hirers not reporting damage or faults will be held responsible for the repair of the goods.

Council reserves the right to determine the cost of any damages and/or extra cleaning necessary, above and outside that which is normally expected following usage of the room. Council reserves the right to bill the Hirer for additional costs.

5.16 Animals

Animals are not permitted at any venue unless written approval has been received from Manager Community Facilities. Exceptions that do not require any approval include guide dogs, carer animals and official animals e.g. Police dogs.

5.17 Security

The Hirer is responsible for arranging their own licensed security for an event. Company details of the engaged security personnel must be supplied to Council prior to the event.

5.18 Parking

During the hire no vehicles are to obstruct access to the venue, or any neighbouring facilities and all parking must comply with parking sign requirements. An event management plan including a traffic management plan may be required to be submitted for larger events.

6. Control of Venues

6.1 Administration

The general administration and control of the venue is vested in the Manager Community Facilities who shall exercise absolute discretionary powers for the good order and control of such venue.

6.2 Lost Property

Authorised Officers of Council are the only persons permitted to enter, examine and search the venue for lost property left behind by any Hirers. All articles found in any part of the venue shall be retained until property is claimed and/or restored to the owner of the production of satisfactory proof of ownership or for a period of three months.

6.3 Property

The Hirer is not permitted to remove or relocate any property or items in the centre not belonging to the Hirer, without written consent from Council.

7. General Conditions of Hire

7.1 Entering the Venue

The Hirer will permit Council officers or any other authorised Officer(s) or Contractor of Council at any time to enter upon the venue or any part thereof and abide by the directives of those officers.

7.2 Observance of Venue Hire Period

Observation of the allocated booking times is importance to avoid clashes between the various Hirers who use the Venue.

The Venue must be vacated on or before the agreed time.

7.3 Care of Premises

The Venue and facilities must be left in a tidy condition by the Hirer prior to vacating.

The Hirer is responsible for proper cleaning of kitchen areas, and for loss or damage to equipment and facilities, which are used by themselves or caterers, musicians, decorators, etc. contracted by the Hirer.

All hire areas are to be left as they are found.

Any equipment used is to be returned to its correct storage area, unless otherwise advised.

7.4 Use of the Facility

The Hirer shall ensure that the facilities hired are used in a properly, orderly and lawful manner and will not permit or suffer any riotous, disorderly or improper conduct in the facility 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 facility or permit or suffer to be done in or about the facility or any other part of the facility any act, matter or thing which may injure or tend to injure the reputation of the Council or cause a nuisance or annoyance to others.

The Hirer is responsible for ensuring the numbers of persons does not exceed venue capacity.

The Hirer is responsible for the behaviours of the persons using the facility hired whatever their capacity. This includes ensuring that persons leaving the venue do so in an orderly manner without causing nuisance or annoyance to other community members.

The Hirer is required to ensure that any activity conducted at the venue does not pollute the environment or be contrary to legislative requirements in regard to the environment.

Council reserves the right to ban and/or have any person/group removed from the premises where that person/group has or is likely to cause injury/damage to other persons or property.

7.5 Beverages

The Hirer shall notify Council of any alcoholic beverage of any kind proposed to be brought into the facility. Alcoholic beverages are to be distributed in cans or plastic where practicable.

If it is the intention of the Hirer to sell liquor to function attendees, an appropriate Liquor permit must be obtained from the Queensland Government Office of Liquor, Gaming and Racing.

Non-Profit community organisations will not need a Community Liquor Permit to sell alcohol at a one- off fundraising event or function if:

- the profit is used to benefit the community.
- the sale of liquor is ancillary to the event.

Community Liquor Permits will be required for events that do not fit into the above criteria.

In accordance with Australian laws, underage consumption of alcohol and serving alcohol to intoxicated persons is not permitted. Persons serving alcohol must hold a current “Responsible Serving of Alcohol” (RSA) Certificate.

7.6 Marketing and Promotional Material

The Hirer is to ensure that any marketing or promotional material that contains the name of the facility and or Council’s name are printed and distributed in a responsible manner and that any

information contained in this material is consistent with the General Conditions of Hire. The Hirer is to seek special approval before using the Council name/logos in its promotional material.

8. Risk Management

8.1 Accident, Injury or Incident – Public Liability

All accidents, injuries and incidents must be reported to Council within 24 hours of the event occurring. Any accident, injury and incident that results in a person being taken to hospital must be reported immediately to Council.

The Hirer is required to:

- Ensure all spillages on floors are mopped and cleaned to prevent any slips, trips or falls.
- Familiarise themselves in regard to any safety requirements or instructions and to ensure patrons using the venue adhere to safe practices and comply with specific safety requirements for the venue.

For safety reasons children are not permitted in kitchens.

8.2 Queensland Building Fire Safety Regulation 2008

All persons hiring a facility are to comply with the Queensland Building Fire Safety Regulation 2008.

A summary of key compliance requirements include:

- Evacuation routes are not to be obstructed, including the fire exit from the facility.
- Any door along an evacuation route is not to be locked during the use of the facility.
- The number of persons at the Hirers part of the venue is not to exceed the recommended maximum number.
- Where fire extinguishers and/or fire hose reels are installed at the facility, access must remain clear and free from any obstruction. Deliberate misuse of any fire service equipment will result in the forfeit of bond and may attract a penalty.

8.3 First Aid Kits

First Aid Kits are not available at the Facility for Hirers use. It is the responsibility of the Hirer to ensure they have a suitable First Aid Kit in their possession whilst they are in use of the Venue.

9. Council's Indemnity

The Hirer and Council will agree as follows:

The Hirer use and occupy the Hirers part of the venue at the risk of the Hirer, and the Hirer will release the Council, its officers and contractors from all actions, claims and demands of every kind resulting from:

- i. any accident, loss, damage or injury to any person or property occurring on the facility whilst occupied or used by the Hirer or by any property servant or agent of the Hirer; except where the actions, claim or demand is a result of the negligence or omissions of the Council, its employees, contractors or agents;
- ii. any loss or damage suffered by any person or persons arising out of the exercise by the Council and its Officer(s), servants or agents of any right or discretion pursuant to the Hire Agreement; except where the actions, claim or demand is a result of the negligence or omissions of the Council, its employees, contractors or agents; and
- iii. any accident, loss, damage or injury to any person or property arising out of the use of the equipment provided by Council pursuant to the Hire Agreement, except where the action, claim or demand is a result of the negligence or omissions of the Council, its employees, contractors or agents.

The Hirer will indemnify the Council from and against all actions, claims and demands of every kind which the Council or its Officer(s), servants, agents or contractors shall or may be liable for in respect or arising from any accident, loss, damage or injury to person or property by reason of anything done or omitted by the Hirer or their servant or agent for which the Hirer is legally liable. The Hirer will only provide this indemnity for matters arising from the negligent acts or omissions of the Hirer, or their servant or agents.

Any right and powers of the Council under any of the provisions of the Application for Facilities Hire shall not be deemed to impose upon the Council any responsibility for selection of the work or works proposed to be performed or being performed on the facility at any time.

10. Disputes

In the event of any dispute or difference arising as to the interpretation of the Agreement 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 Manager Community Facilities acting reasonably thereof shall be final and conclusive.

Any function/event of any kind shall be subject to the terms and conditions of the agreement which it shall be taken as read and understood by the Hirer upon the signing an Application form for Facilities Hire, or by accepting the terms and conditions of hire online through [Bookable](#).