

Conditions of hire of facilities

1. *Interpretation*

In these conditions, unless otherwise specified:

1. **Agreement** means the Hire Application booking, and these Conditions of Hire together with any schedule or attachment to them.
2. **AV Charges** means the sum payable by the Hirer for use of the audio-visual technical system in accordance with clause 6 of these Conditions of Hire.
3. **Business Day** means a day other than a Saturday, Sunday, or public holiday in Brisbane.
4. **Conditions of Hire** means these terms and conditions which apply to the hire of the Facilities.
5. **Community Hall** means any of the regional community halls under the operation and management of Council including the land and any improvements to the land.
6. **Council** means Brisbane City Council and any duly authorised or designated officers of Council.
7. **Dangerous Goods** means as defined by the Australian Code for the Transport of Dangerous Goods by Road & Rail.
8. **Equipment** means the equipment as defined under the Hire Agreement or where such an agreement has been entered into by the Hirer.
9. **Facilities** means the Community Halls, Sports Fields, and Seven Hills Hub specified in the Hire Application Booking and any fixtures, fittings, equipment, amenities, toilets, meeting rooms, kitchens and services attached to the facilities.
10. **Fire Services** means Queensland Fire Department or any authority or services in operation for the time being carrying out the functions of the same.
11. **GST** means the goods and services tax as defined in the GST Act.



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12. **GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) as amended or any replacement or other relevant legislation and regulations.
13. **Guarantee** means a guarantee, in a form provided by Council pursuant to clause 20 of these Conditions of Hire to be executed by a person nominated by Council in favour of Council to guarantee the obligations and liabilities of the Hirer that arise pursuant to or in connection with this Agreement.
14. **Hire Application Booking** means either the online booking system or paper form (as applicable) which applies for the hire of the Facilities completed and signed by the Hirer (including by electronic acceptance) and may include any Guarantee.
15. **Hirer** means the person or association referred to on the Hire Application Booking and includes a member of any committee thereof.
16. **Hiring** means the agreement for hire as provided for in this Agreement and as further described in clause 2 of these Conditions of Hire.
17. **Hiring Charges** means the sum payable in accordance with clause 3.1 of these Conditions of Hire.
18. **Hire Period** means the period or periods for which the Facilities are hired as specified on the Hire Application Booking.
19. **Hiring Purpose** means the purpose for the Hiring specified on the Hire Application Booking.
20. **Hold Booking** means bookings that are made through a Hire Application Booking for a Hire Period occurring during a future financial year period where fees and charges have not yet been paid, and such applicable fees, charges and concessions may be subject to change at the start of each financial year as listed in the Schedule of Fees and Charges.
21. **Panel of Providers** means a Council approved list of tendered and accepted suppliers of goods or services.

22. **Pre-paid Bookings** means bookings that have been made through a Hire Application Booking for a Hire Period occurring during a future financial year period where the applicable fees and charges have been paid in advance.
23. **Schedule of Fees and Charges** is that as resolved by Council pursuant to the annual Budget adopted by Council in accordance with section 104 of the *City of Brisbane Act 2010*, from time to time.
24. **Security Bond** means the sum collected as security for damages and reimbursement of Council's costs and any other monies due and payable by the Hirer to Council as provided for in clause 5 of these Conditions of Hire.
25. **Seven Hills Hub** means any of the hireable spaces under the operation and management of Council at 28 Tallowood Street, Seven Hills, Queensland 4170.
26. **Sports Fields** means one or both of the Sunnybank Community Centre Synthetic Sports Fields at 65 Gager Street, Sunnybank, QLD 4109 and more particularly described as Lot 675 on SL2562, Title reference 49106346 as specified on the Hire Application booking and any fixtures, equipment and services.
27. **Amphitheatre** means the outdoor amphitheatre at Seven Hills Hub as specified on the Hire Application booking. The courtyard area is not included.
28. **Unsafe Weather Conditions** means severe weather conditions, including but not limited to flooding, hail or lightning which render the Sports Fields and Amphitheatre unsafe for use.

2. ***Agreement for Hire***

1. Subject to these Conditions of Hire, Council may accept or reject a Hire Application Booking in its absolute discretion. If Council accepts the Hire Application Booking, and the applicable fees and charges are paid, Council will hire the Facilities to the Hirer for the approved Hiring Purpose and Hire Period.
2. This Agreement and any matters subsequently specified and agreed by Council in writing to the Hirer are or will form the entire agreement between the parties.
3. This Hiring is not binding on Council until the Hire Application Booking has been approved and signed by an authorised Council officer (the Approved Hire Application Booking) and the Hiring Charges, Security Bond, and AV Charges (if applicable to the Hiring) are paid.
4. In determining whether to accept a Hire Application Booking, Council may have regard to any matter it considers relevant, including availability of the Facilities and whether, in Council's reasonable opinion, the proposed use of the Facilities may involve, promote, permit, facilitate or incite unlawful conduct, serious vilification, hatred, violence, harassment, intimidation, or conduct contrary to the *Criminal Code Act 1899* (Qld), the *Anti-Discrimination Act 1991* (Qld), or any other applicable law.
5. Council may, from time to time and at its sole discretion, make changes to the Conditions of Hire. Council will advise the Hirer in writing of any such changes, including from when they will take effect. The Hirer must comply with such changes or, alternately may cancel the Hiring in accordance with clause 8.2.

3. **Hiring Charges**

1. Setting of Hiring Charges

The Hiring Charges are deemed to be those as notified, in writing by Council to the Hirer as listed in the Schedule of Fees and Charges for the financial year relevant to the Hire Period including:

1. any 'out of pocket' expenses incurred or to be incurred by Council pursuant to or purporting to be pursuant to the Hiring;
 2. any additional costs incurred or to be incurred arising out of or incidental to any special requirements imposed by Council pursuant to or purporting to be pursuant to the Hiring (by way of example, extra security personnel); and
 3. any applicable GST.
2. The fees and charges and any applicable concessions as contained within a Hire Application Booking apply to the bookings for, and subsequent payments made within, the relevant financial year. Fees and charges are subject to change at the beginning of each financial year as is the application, modification or removal of any concessions.
1. Hold Bookings are subject to changes listed above in clause 3.1.2. Hold Bookings will be charged according to the relevant financial year's Schedule of Fees and Charges.
 2. Payments made to Council by a Hirer for Pre-paid Bookings will not be affected by any changes to the Schedule of Fees and Charges as listed above in clause 3.1.2. Changes to the fees and charges for Pre-paid Bookings may, however, be applicable where the Hire Application Booking changes.

4. **Payment of Hiring Charges, Security Bond, and AV Charges**

The Hiring Charges, Security Bond, AV Charges (if applicable) and any other fees stipulated in these Conditions of Hire, must be paid by the Hirer to Council on the earlier of:

1. if an invoice has been issued, by the due date for payment of invoice (payment due date will be a date prior to the Hire Period); or
2. at least 5 Business Days prior to the commencement of the Hire Period except if provided otherwise in Agreement.

5. **Security Bond**

The Hirer must pay the Facilities bond (Security Bond) as shown on the Approved Hire Application Booking, in accordance with the payment timeframes in clause 3 above. The Security Bond may be applied by Council

towards any cost of cleaning, repairing or making good any damage to the Facilities or the loss of any equipment arising out of or incidental to the Hiring including, but not limited to, the Equipment or other costs incurred or sustained by Council or monies due and payable by the Hirer to Council due to or arising out of the Hiring, other than damage caused by events outside the control of the Hirer. Subject to this clause 5 Council will refund the Security Bond to the Hirer's nominated bank account by Council within 10 Business Days from the last day of the Hire Period.

6. **AV Charges**

In the case the Hirer has requested to use the "advanced mode" audio visual equipment available at the Seven Hills Hub, the Hirer will be required to pay AV Charges of \$267.55 (GST inclusive).

7. **Failure to Pay within Time**

1. If a Hirer does not pay any part of the Hiring Charges, Security Bond or AV Charges (if applicable) in accordance with clause 3, the Hirer will be in breach of this Agreement and, without prejudice to any rights that have or may accrue to Council, Council is entitled to terminate this Agreement immediately without notice to the Hirer. Council may (but is not obliged) to give any notice of its intention to, or of, termination to the Hirer.
2. The Hirer accepts that Council will not be liable for any loss, damage or claims that may be suffered, incurred, or sustained by the Hirer arising out of termination under clause 7.1.

8. ***Cancellation by Hirer***

1. The Hirer may cancel the Hiring by giving notice to Council in writing.
2. Where council has made changes to the Conditions of Hire pursuant to clause 2.5, the Hirer may cancel the Hiring by giving notice to Council in writing, within ten business days of the date of the notice by Council of changes to these terms and conditions. Council will provide the Hirer with a pro-rata refund of the Hiring Charges paid, if any, for that part of the Hire Period which is cancelled.
3. The Hirer is responsible for providing written notification regarding cancellations. Full refunds will be provided if notification is received 10 days before the first day of the Hire Period. Council will refund the Hiring Charges, the AV Charges (if applicable) and the Security Bond within a reasonable time as determined by Council.
4. Without limiting clause 8.6, and except as provided for in clause 8.2 if the Hirer cancels the Hiring less than 10 days before the first day of the Hire Period, Council will retain the Hiring Charges in full and will refund only the AV Charges (if applicable) and Security Bond.
5. If the Hirer has not paid the Hiring Charges at the date of cancellation, Council will be able to recover the monies specified in clause 9.4 from the Hirer as if the same were a liquidated debt and the Hirer will pay to Council the money within 14 days of demand by Council.
6. The Hirer accepts the risk that weather conditions may impact the use of the Sports Fields, the Amphitheatre, and outdoor areas of Council Facilities during the Hire Period and that the Hire Period will not be adjusted or impacted by weather conditions. Any alternate or modified arrangements sought to be implemented are the sole responsibility of and at the cost of the Hirer. The Hirer acknowledges that the Sports Fields are capable of all normal weather conditions. If the Sports Fields are directly affected by Unsafe Weather Conditions, then the Hirer may give notice to Council. If the Hirer cancels the Hiring of the Sports Fields or the Amphitheatre solely due to Unsafe Weather Conditions and has provided notice to Council in accordance with this clause 8.6, then Council may in its absolute discretion (but is not obliged to) provide a refund of all or part of the Hiring Charges.

9. ***Cancellation by Council***

1. Council may cancel the Hiring if, in its opinion:
 1. the Facilities will be unfit, or become unfit, for use during the Hire Period;
 2. the Facilities may be damaged by use for the Hiring Purpose;
 3. the Hirer has failed to comply with these Conditions of Hire;
 4. the Hire would be noncompliant with any legislative requirements;
 5. the Facilities are required for an official use or function by the Lord Mayor of Brisbane, Council or another government entity; or
 6. another use will benefit the majority of the community at large.
 7. The Hirer, the Hiring Purpose, or the proposed or actual use of the Facilities, in Council's reasonable opinion, involves, promotes, permits, facilitates, advocates, incites, or is likely to involve, promote, permit, facilitate, advocate or incite unlawful conduct, including serious vilification, incitement to hatred or violence, harassment, intimidation, or the display, distribution or publication of prohibited symbols in contravention of the *Criminal Code Act 1899* (Qld), the *Anti-Discrimination Act 1991* (Qld), or any other applicable law or regulation, or may reasonably give rise to material safety or security risks for Council staff facility users, visitors or members of the public, or material legal or reputational risks for Council.
2. Prior to cancelling the Hiring pursuant to clause 9.1.1., 9.1.5. or 9.1.6. where it is reasonably possible, in the opinion of Council, Council will offer to the Hirer alternative Facilities on such terms and conditions as Council thinks fit.
3. Where Council cancels the Hiring and no alternative Facilities are available or acceptable to the Hirer, the Hiring Charges, AV Charges (if applicable) and the Security Bond will be repaid to the Hirer.
4. Council will not be liable to the Hirer for any loss or damage arising out of or incidental to cancellation of the Hiring by Council.

10. *Hirer's Obligations*

1. The Hirer will:
 1. if required to do so by Council, obtain a Public Liability Insurance policy to the value specified by Council in the joint names of the Hirer and Council, or where the Hirer holds an existing policy to a value acceptable to Council, instruct the underwriter to endorse such policy to note the interests of Council in respect of the Hiring and will produce the policy or endorsement to Council on demand. To avoid doubt, the requirement or waiver of insurance does not in any way limit the Hirer's liability under the indemnities given by the Hirer, and in respect of its obligations, under the Hiring;
 2. obtain all necessary consents and/or licenses from the owners of any copyright or performing rights of any matter used by the Hirer;
2. pay such further charges as determined by Council on demand if:
 1. any part of the Facilities other than those specified in the Approved Hire Application Booking are used, or
3. the Facilities are used by the Hirer outside the Hire Period;
 1. obey any and all instructions given by Council as to the use of, and access to and from the Facilities;
 2. leave the Facilities, including any changing rooms, Equipment and toilets in a clean and tidy condition;
 3. prior to the end of the Hiring and prior to vacating the Facility:
 1. remove from the Facility all the Hirer's equipment, goods and all other things which have been brought into the Facility by the Hirer;
 2. leave the Facility and its equipment, furniture, and fittings in a clean, tidy, safe, and proper condition; and
 3. restore the Facility to the basic arrangement or standard configuration as it was in at the commencement of the Hiring, including returning all furniture, equipment and fittings to their designated areas or storage places and ensuring all lights, electrical appliances, and air-conditioning systems are dealt with in accordance with Council's prescribed written instructions for the Facility;

4. cause its staff and all invitees, attendees and other persons entering the Facilities for or purportedly for the Hiring Purpose to act with decorum and in a manner that promotes or is unlikely to adversely impact upon the health and safety of other invitees, attendees or other persons present at the Facilities or in other areas of the Facilities not part of the Hiring;
 5. permit Council to enter the Facilities at any time without charge;
 6. ensure the Hirer, its staff or nominated person/s, determined by Council to be necessary, complete any induction requirements and review the emergency management procedures prior to use of the Facilities. Should the fire alarms be activated unwarranted as a result of you or your guests' actions during the hire period, you will be charged for the Fire Services call out fee. This is currently \$1,505.60 (GST inclusive) per call out.
 7. ensure that those persons who completed the induction and acknowledged their acceptance and understanding of the emergency management procedure will be present at the Facilities during the Hire Period, for the purpose of ensuring safety in an emergency;
 8. if required to do so by Council, prepare and submit to Council a Risk Management Plan in the manner and form as required and notified by Council; and
 9. ensure that the Facilities are not patronised by more than the amount of people specified in the Hire Application Booking as the maximum occupancy for the relevant Facilities.
4. The Hirer will not, without the prior written approval of Council:
1. use the Facilities for any purpose other than the Hiring Purpose;
 2. allow any person not subject to the direction and control of the Hirer to use the Facilities;
 3. hawk, sell, dispose of or supply anything whatsoever in the Facilities or its environs or do so contrary to any condition imposed by Council;
 4. bring, or permit to be brought into the Facilities or its environs any animal;
 5. rehire the Facilities to any person;
 6. use any part of the Facilities or its environs other than those specified;

7. alter, move, or remove any fixture, fitting or furnishing in/of the Facilities;
 8. erect or display within the Facilities or its environs any advertisement or do so contrary to any conditions imposed by Council;
 9. take any collection in or within the environs of the Facilities;
 10. conduct any game of chance or mixed chance and skill, sweepstake or lottery in the Facilities;
 11. bet or wage, or permit any person to bet or wager in the Facilities;
 12. sell, offer or expose for sale or permit to be sold any refreshments or other goods or any service; or
 13. bring or permit to be brought into the Facilities any Dangerous Goods.
5. The Hirer must not permit the consumption of any alcohol at the Facilities other than where permitted by Council and where Council is advised of BYO alcohol consumption in advance at the relevant Facilities in the Hire Application Booking. The Hirer must not permit or consent to the sale of any alcohol at the Facilities without prior written approval by Council to do so.
 6. Hall Hirers and invited attendees must ensure that activities carried out at Facilities do not create a nuisance or intrude on the privacy of other hirers within the Facilities as well as the occupiers of adjacent properties.
 7. The Hirer must observe the values of Council and the general community and 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.
 8. Council will be entitled to charge the Hirer a cleaning fee as follows for any Hiring that generates excessive amounts of rubbish, if rubbish is not removed and/or spillages that is not cleaned by the end of the Hire Period. For the Sports Fields, Community Halls and the Seven Hills Hub, \$66.85 (GST inclusive) per hour (minimum 4 hour call out); and without limiting clause 5, the Hirer agrees that the cleaning fee may be deducted from the Security Bond.
 9. Council will be entitled to charge the Hirer and the Hirer is liable to pay Council a site attendance fee \$62.70 (GST inclusive) per hour (minimum 2 hour call out) on each and every occasion, where a Council officer is required to attend the Facility to restore the Facility to the basic

arrangement and standard configuration as at the commencement of the Hiring where the Hirer has not done so.

10. Any keys and/or swipe cards provided by Council to the Hirer for the Facilities must be returned to Council within 2 business days of the end of the Hire Period. Council will be entitled to charge the Hirer a replacement fee of \$58.50 (or as stipulated in the Hire Application Booking) per key and/or swipe card if the keys and/or swipe cards are not returned to Council in accordance with this clause. Without limiting clause 5, the Hirer agrees that the replacement fee may be deducted from the Security Bond.
11. Hirer will be liable to pay a fee of \$36.80 (GST inclusive) to Council, on each and every occasion, where a Council officer is required to attend the Sports Field, including without limitation to retrieve balls or other personal items at the Sports Fields (including where such items have become located on the roof or any other area of the Sports Field which has restricted access).

11. *Fitness for Hiring Purposes*

The Hirer agrees that it has satisfied itself that the Facilities are fit for the Hiring Purpose and acknowledges that Council does not guarantee that the Facilities are fit for the Hiring Purpose.

12. *Sports Fields Care*

The Hirer acknowledges that particular care must be taken when Hiring the Sports Fields as it is made of synthetic material. The Hirer confirms and acknowledges the following additional obligations apply when Hiring the Sports Fields:

1. no chewing gum;
2. no food and drinks (with the exception of water);
3. no furniture;
4. no spitting or nasal passage secretions;
5. no jumping fences for any reason; and
6. shoes fit for the purpose must be clean and worn at all times; metal tags are not permitted.

13. ***Damage to the Facilities***

The Hirer agrees to pay to Council, within 14 days of demand being made by Council, the cost of repairing or making good any damage to the Facilities or the loss of any equipment, furnishings or other items arising out of or incidental to the Hiring other than damage caused by events outside the control of the Hirer. This clause 13 survives expiration or earlier termination of the Hiring.

14. ***No Smoking***

All Facilities are smoke-free environments. The Hirer is prohibited from bringing onto the Facilities 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.

15. ***Parking***

No vehicles are to be parked at any time on the access or egress areas at the Facilities except when loading and unloading equipment to the Facilities, or as otherwise approved in writing by Council.

16. ***Work Health and Safety Compliance***

1. 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.
2. In particular, the Hirer will:
 1. comply, where applicable, with the Hirer's Work Health and Safety (**WHS**) obligations to its workers as an employer under the Act;
 2. comply, where applicable, with the Hirer's WHS obligations to itself as a self-employed person under the Act;
 3. 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;
 4. comply and cause its employees, agents and contractors to comply with any WHS requirements, directions or guidelines

3. If:

1. given by Council 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.
2. the Hirer does not, or fails to, comply with its WHS obligations or the WHS requirements directions or guidelines of Council regarding the Facilities or the Hiring; or
4. Council 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;
 1. the Hirer fails to rectify or continues to not comply with the WHS obligations or requirements or directions given by Council within the required time, Council may at its option (acting in its absolute discretion) elect either to:
 2. (at the cost of the Hirer) undertake the WHS obligation, requirement or direction. The Hirer agrees to pay or reimburse Council for the costs incurred or sustained by Council to undertake the WHS obligation, requirement or direction within 14 days of demand being made by Council. The Hirer agrees that should it fail to pay Council's costs, Council may recover the costs from the Hirer as a liquidated debt due and owing; or
 3. 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 clause 17 will apply.
5. If Council 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 Council and/or Council's agents, officers or contractors from and against all claims, losses, demands and damages incurred by Council and/or that Council officer, agent or contractor as a consequence of that breach.

17. *Security, Admission and Removal of Person from the Facilities*

1. Council may at any time, in its absolute discretion:
 1. refuse admission of any person to the Facilities; and
 2. direct any person or persons to leave the Facilities.
2. For events where alcohol is available, parties, large community events and/or similar gatherings, in clause 23, Council may decide, in its absolute discretion, that a certain Hiring Purpose requires the engagement of security personnel for the Facilities.
3. The Hirer acknowledges and agrees that:
 1. unless waived in accordance with clause 23.2, two security personnel are required for the first 100 people attending, with an additional security personnel for each subsequent 100 people or proportion thereof;
 2. the Hirer will be charged an additional fee in addition of the Hiring Charges to cover the hiring of the security personnel;
 3. the fee is a price on application, and such additional fee will be payable to Council in accordance with the timeframes stipulated in clause 3.
4. The Hirer may only engage security personnel from Council's approved Panel of Providers. The Hirer must comply with all directions and instructions of security personnel hired pursuant to or in relation to this Agreement.

18. *Closure of Facilities*

1. If:
 1. a person who has been refused admission to the Facilities, enters it;
 2. a person who has been directed to leave the Facilities fails to immediately comply with that direction; or
 3. the Hiring is terminated pursuant to clause 16.3.5;
for the purpose of ensuring the safety of persons present at the Facilities in the absolute opinion of Council, Council may close the Facilities at any time during the Hire Period.

2. If Council closes the Facilities in consequence of clause 18.1:

1. the Hirer will be deemed to have voluntarily abandoned the Hiring;
2. the Hiring Charges will not be refunded;
3. Council 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
4. it is without prejudice to any rights that have or may accrue to Council for any antecedent breach of the Hiring.

19. *Exclusion of Liability*

Council will not be liable for:

1. 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;
2. any loss or injury to any person or their property no matter how it arises;
3. the failure or breach by any agent or sub-contractor engaged or contracted by Council 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
4. any costs, losses, damages, demands or claims sustained or incurred by the Hirer arising directly or indirectly out of or as a consequence of the failure or breach referred to in clause 16.3.

This clause survives expiration or earlier termination of the Hire Period.

20. *Indemnity and Guarantee*

1. Without limiting any other clause in this Agreement, the Hirer will indemnify and keep indemnified Council and its officers, servants, agents and contractors against all actions, proceedings, claims and demands which may be suffered sustained or incurred by Council or any of its officers 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:

1. the Hiring of the Facilities;
2. any negligent, unlawful or wrongful act or omission of; or

3. 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 Council 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 Council or any of its officers, employees or contractors. The indemnities as set out in this clause 16 survive expiration or earlier termination of the Hiring.
2. Council 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 Council a guarantee in a form approved by Council as collateral security for the Hirer's obligations under this Agreement. Such guarantee, if required, shall be a condition of this Agreement.

21. **Force Majeure**

1. 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:
 1. the non-performing party is without fault in causing that default or delay; and
 2. 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.
2. 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 Council may at its sole discretion do any of the following:
 1. procure such services from an alternate source;
 2. terminate any portion of the Hiring so affected; or
 3. terminate this Hiring without liability to the Hirer from a date specified by Council in a written notice to the Hirer, and the Hirer will not have the right to any payments from Council as a result of any force majeure occurrence.

22. **Licensing and Compliance**

1. The Hirer acknowledges that it is required to obtain all licenses and approvals necessary to conduct the Hire Purpose including where a permit is required for an event in accordance with Council'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 Council 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.
2. Council's consent to the Hiring of the Facilities does not amount to a consent or approval granted under the Local Law.

23. **Parties**

1. Events where alcohol is available, parties, large community events and/or similar gatherings, held at Community Halls and the Seven Hills Hub:
 1. must be registered with the Queensland Police Service's Party Safe registration program. A copy of the approved registration form or proof of online submission must be submitted to Council prior to the Hiring. For more information including online submission facility go to <https://www.police.qld.gov.au/initiatives/party-safe>
 2. will require hire of security personnel from providers on the relevant Council Panel of Providers, unless this requirement is specifically waived by Council. Two security personnel are required for the first 100 people attending, with an additional security personnel for each subsequent 100 people or proportion thereof.

24. **GST**

1. In this Agreement:

1. words or expressions used in this clause which have a particular meaning in the GST law (as defined in the GST Act, and also including any applicable legislative determinations and Australian Taxation Office public rulings) have the same meaning, unless the context otherwise requires;
 2. any reference to GST payable by a party includes any corresponding GST payable by the representative member of any GST group of which that party is a member;
 3. any reference to GST payable by a party includes any corresponding input tax credit entitlement by the representative member of any GST group of which that party is a member; and
 4. if the GST Act treats part of a supply as a separate supply for the purpose of determining whether GST is payable on that part of the supply or for the purpose of determining the tax period to which that part of the supply is attributable, such part of the supply is to be treated as a separate supply.
2. Unless GST is expressly included, the consideration to be paid or provided under any other clause of this Agreement for any supply made under or in connection with this Agreement does not include GST.
 3. To the extent that any supply made under or in connection with this Agreement is a taxable supply, the GST exclusive consideration otherwise to be paid or provided for that taxable supply is increased by the amount of any GST payable in respect of that taxable supply and that amount must be paid at the same time and in the same manner as the GST exclusive consideration is otherwise to be paid or provided. A party's right to payment under this clause is subject to a valid tax invoice being delivered to the recipient of the taxable supply.
 4. To the extent that one party is required to reimburse or indemnify another party for a loss, cost or expense incurred by that other party, that loss, cost or expense does not include any amount in respect of GST for which that other party is entitled to claim an input tax credit.