

City of Ipswich Pipe Band Hall Hire Terms & Conditions

1. Booking and Payment

1.1 Booking Confirmation

A booking is not confirmed until:

- the booking form has been completed;
- the Terms & Conditions have been accepted; and
- the required hire fee and bond have been paid following the issue of an invoice.

1.2 Security Bond

A refundable security bond is required for all hires. The standard bond amount will be \$200 however a higher bond amount may be determined by the City of Ipswich Pipe Band Inc ("COIPB") based on the nature of the event.

1.3 Additional Charges

COIPB reserves the right to deduct from the bond or invoice the Hirer for:

- additional cleaning;
- damage or repairs;
- waste removal;
- overtime attendance;
- security costs and call out fees;
- regulatory fines or penalties;
- breach-related costs and fees;
- administrative fees for the above.

2. Venue Access and Use

2.1 Approved Purpose and Period

The venue may only be used for the purpose described in the booking application. The hirer may only access the venue at the approved date and time per the booking form. Any additional hire time must be approved by COIPB. Additional charges may apply.

2.2 Prohibited Events

The following are prohibited unless expressly approved in writing by COIPB:

City of Ipswich Pipe Band Inc.

www.ipswichpipeband.com | p: 04 1477 6361 | e: secretary@ipswichpipeband.com

Teamwork – Professionalism – Development – Family – Enjoyment

- publicly advertised events;
- ticketed events;
- promoted parties;
- events open to the general public;
- commercial nightclub-style events.

2.3 Maximum Capacity

The venue capacity must not exceed:

- 100 seated patrons; or
- 150 standing patrons.

This includes guests, contractors, entertainers, and children.

2.4 Site Security and Access

The Hirer is responsible for the security, supervision, and access control of the venue during the hire period. This includes:

- monitoring and controlling guest entry;
- ensuring only invited or authorised persons enter the premises;
- ensuring attendees behave appropriately;
- preventing unauthorised access to restricted areas;
- ensuring doors are not unnecessarily left open or unlocked; and
- securing and locking the venue when unattended or at the conclusion of the hire period.

The venue must not be left unlocked or unattended at any time during the hire period.

The Hirer is responsible for any loss, theft, damage, or security call-out costs arising from failure to properly secure the venue.

2.5 Sub-Hire

The Hirer must not assign, transfer, or sub-hire the booking to another person or organisation without written approval from COIPB.

2.6 Access areas

The Hirer may only access the main hall, small teaching room, kitchen, toilets and deck area. The Hirer may not access the bar or the sheds.

2.7 Non-exclusive use

During the period of your hire the Eastern shed may be occupied for the purposes of teaching music. The shed is well sound insulated and should not impact on the enjoyment of the hire.

3. Alcohol and Liquor Licensing

3.1 Licensed Premises

The venue operates under a liquor licence and all alcohol service must comply with Queensland liquor laws and Responsible Service of Alcohol (RSA) requirements.

3.2 No BYO Alcohol

Strictly no BYO alcohol is permitted onto the premises at any time. Where the COIPB bar is operating, the sale or service of beverages by any person other than authorised COIPB staff is prohibited unless approved in writing. Only COIPB staff will have access to the bar and may provide service of alcohol. Staff costs are included in the hire fee.

The Hirer is responsible for ensuring that guests, contractors, entertainers, and attendees do not bring alcohol onto the premises.

3.3 Breach of Liquor Laws

Any breach of liquor licensing requirements constitutes a substantial breach of this agreement and may result in:

- immediate termination of the event;
- removal of attendees;
- refusal of entry or bar service;
- confiscation and disposal of alcohol;
- forfeiture of the bond;
- a breach fee of up to \$5,000 representing reasonable administrative, compliance, operational and risk management costs associated with the breach;
- liability for any resulting fines, penalties, damages, recovery costs or legal costs incurred by COIPB.

3.4 Minors

The Hirer must ensure alcohol is not supplied to minors or intoxicated persons.

4. Security and Venue Control

4.1 Security Requirements

COIPB may require licensed security guards for certain events, including but not limited to:

- 18th birthdays;
- 21st birthdays;

- other high risk functions.

Security costs are payable by the Hirer. COIPB will book nominated security guards. The decision on whether security guards are required, and the number of guards required, is at the sole discretion of COIPB acting reasonably.

4.2 Authority of COIPB Representatives

COIPB committee members, venue managers, bar staff, security personnel, and authorised representatives may, where considered necessary by COIPB acting reasonably:

- refuse entry;
- remove persons from the premises;
- direct persons to leave;
- stop or reduce music;
- close the bar;
- shut down entertainment;
- terminate the event;
- contact Police or emergency services where required.

4.3 Compliance with Directions

The Hirer and all attendees must immediately comply with directions given by COIPB representatives.

Failure to comply may result in immediate termination of the event without refund.

Where COIPB is required to engage security personnel or police to provide corrective notification for breach of these terms and conditions, or to provide a notice to vacate (including but not limited to breaches regarding alcohol, noise or behaviour), the hirer will be liable for any costs associated with their attendance.

5. Noise Restrictions

5.1 Noise Limits

Noise generated from the premises must not exceed:

- 75dB(A) until 10:00pm; and
- 65dB(A) between 10:00pm and 11:00pm.

Noise is measured at a distance of 3 metres in accordance with liquor licence requirements. Noise includes amplified music, patron noise, and noise generated by persons outside the venue associated with the event.

Where amplified music is used, all doors and windows must remain closed.

5.2 Measurement and Enforcement

Noise levels may be measured using a dB meter by COIPB or its authorised representatives, or otherwise determined by COIPB acting reasonably.

5.3 Music Cut-Off

No amplified music, DJ music, live music, or excessive noise is permitted after 11:00pm.

5.4 Event Completion

All events must be fully concluded by 11:00pm, including:

- music;
- alcohol service;
- patron activities;
- guest departure.

After 11:00pm only quiet cleaning and pack down activities are permitted.

5.5 Noise Complaints

COIPB reserves the right, at its sole discretion acting reasonably, to reduce sound levels or terminate the event if excessive noise or complaints occur.

6. Cleaning, Damage and Waste

6.1 Cleaning Obligations

The Hirer must leave the venue in a clean and tidy condition.

This includes:

- removal of decorations;
- removal of all sticky tape, blu tac and other mountings from the walls;
- disposal of rubbish (hirers to take rubbish with them);
- wiping surfaces;
- cleaning spills;
- removing personal items.

6.2 Additional Cleaning Charges

Additional cleaning charges, as reasonably determined by COIPB, may apply for:

- excessive mess;
- bodily fluids or vomiting;
- glitter or confetti;
- unauthorised decorations;

- food waste;
- smoke residue and cigarette butts.

6.3 Damage

The Hirer is responsible for all damage caused by attendees, contractors, entertainers, guests, equipment or vehicles.

Repair or replacement costs may be deducted from the bond or separately invoiced. Repair or replacement costs will be charged at cost with an additional administration fee.

7. Decorations and Equipment

7.1 Decorations

Decorations must not damage walls, ceilings, floors, furniture, or fixtures.

Decorations must not be attached to the ceiling using tape or any adhesives without prior consent.

7.2 Prohibited Items

The following are prohibited unless approved in writing:

- glitter;
- nails, screws, or adhesives causing damage
- pyrotechnics;
- fireworks;
- confetti cannons.

7.3 Electrical Equipment

All electrical equipment brought into the venue must be safe and compliant.

COIPB may refuse use of equipment considered unsafe or inappropriate by COIPB acting reasonably.

7.4 Abandoned Property

Any property left at the venue after the hire period may be removed, stored, or disposed of by COIPB at the Hirer's risk and expense. COIPB may charge reasonable storage and handling fees for uncollected property. COIPB will make reasonable efforts to contact the hirer regarding abandoned property. Property remaining uncollected after 30 days may be treated as abandoned property and disposed of in accordance with applicable law.

8. Safety and Illegal Activity

8.1 Smoking and Vaping

Smoking and vaping are prohibited inside the venue.

8.2 Illegal Activity

Illegal drugs, unlawful conduct, violence, or anti-social behaviour are strictly prohibited.

8.3 Emergency Access

Emergency exits and access points must remain clear at all times.

8.4 CCTV

CCTV may operate at the venue for security, safety, and compliance purposes. Any attempt to cover, turn off or otherwise interfere with the CCTV system is a breach of these terms and conditions.

9. Event Termination

9.1 Immediate Termination

COIPB may immediately terminate the hire, at its sole discretion acting reasonably, without refund where:

- liquor licensing breaches occur;
- illegal activity occurs;
- safety risks arise;
- excessive noise occurs;
- venue directions are ignored;
- attendance exceeds approved capacity;
- aggressive or disorderly behaviour occurs;
- the event differs materially from the approved booking.

9.2 Vacating the Venue

If directed to terminate the event, the Hirer and attendees must immediately vacate the premises. COIPB at its discretion may allow the hirer to re-enter the venue for the purpose of pack down and cleaning, however if the vacation order is due to breach of these terms COIPB may refuse reentry and charge a cleaning fee and other necessary fees to return the venue to its original state.

10. Liability and Indemnity

10.1 Hirer Responsibility

The Hirer is responsible for the conduct of all attendees, contractors, entertainers, and guests.

10.2 Indemnity

The Hirer indemnifies and holds harmless COIPB against all claims, liabilities, damages, losses, fines, penalties, costs, and legal expenses arising from:

- the hire of the venue;
- acts or omissions of attendees;
- property damage;
- personal injury;
- liquor licensing breaches;
- breaches of law or regulation.

10.3 Insurance

Hirers conducting commercial activities, professional instruction, or organised programs are required to maintain Public Liability Insurance with a minimum cover of \$20 million and provide evidence upon request.

11. Bond, Breaches and Costs

11.1 Bond Withholding

COIPB may retain all or part of the security bond as reasonably determined by COIPB for breaches of these Terms & Conditions.

11.2 Additional Recovery

Where costs exceed the bond amount, the Hirer remains liable for all additional amounts.

COIPB reserves the right to secure and withhold personal items left at the premises as collateral for the additional amounts owing. If the amounts are not paid within 30 days of issuing an invoice, COIPB reserves the right to sell these items to make payment for the invoice.

COIPB reserves the right to engage a debt collection service to recover unpaid additional amounts, including reporting to credit agencies.

11.3 Bond Not Limitation of Liability

The security bond does not limit the hirer's liability under this agreement.

11.4 No Waiver

Failure by COIPB to enforce any provision of these Terms & Conditions does not constitute a waiver of its rights.

12. Cancellation Policy

12.1 Cancellation by Hirer

Cancellation fees may apply depending on the notice provided.

- Full refund of hiring charges and bond when cancelling with more than 3 months notice.
- 75% refund with at least 2 months notice.
- 50% refund with at least 1 months notice.
- 25% refund with at least 2 weeks notice.
- No refund if less than 2 weeks notice.
- Transfer of the date of an event can be made with at least 7 days notice without penalty.

12.2 Cancellation by COIPB

COIPB agrees to provide a full refund of hall hire and bond if the hall becomes unusable due to unexpected events. However, COIPB will not be liable for any loss of income or opportunity arising from this event. Unexpected Event means anything outside the reasonable control of a party including, but not limited to, fire, storm, flood, drought, earthquake, explosion, war, invasion, rebellion, terrorism, sabotage, epidemic, pandemic, public health emergency, labour dispute, labour shortage, failure or delay in transportation and act or omission (including laws, regulations, imposition of sanctions, embargoes, restriction, prohibition, disapprovals or failures to approve of any third person (including, but not limited to, customers, public authorities, governments or government agencies), venue not meeting legal standards for the event.

COIPB may cancel an event with no refund owing in the event of a breach of these terms and conditions.

13. Permanent Hirers

13.1 Recurring Hire

A Permanent Hirer is a Hirer who has entered into an ongoing arrangement with COIPB for the recurring use of the venue on an agreed day and time each week, fortnight or other agreed schedule. Hire fees remain payable whether or not the Permanent Hirer uses the venue during a particular booking period, unless otherwise agreed at the time of booking, as this timeslot cannot be otherwise hired to an alternative hirer. Hirers who do not require a permanently recurring reserved booking will be classified as

Casual Hirers and will be charged only for dates specifically booked and approved, at the Casual Hire rate. An allowance will be made during the Christmas shutdown period.

13.2 Termination Notice Period

Either party may terminate a Permanent Hirer arrangement by providing 14 days written notice. Hire fees remain payable during the notice period. Upon termination all keys must be returned where applicable, and your access code will be cancelled.

13.3 Temporary Venue Closure

At times the venue may become temporarily unavailable due to maintenance, building works, or other unforeseen changes. COIPB will provide as much notice as possible to the Hirer, and where an interruption exceeds one week COIPB may offer an alternative venue where available, in consultation with the Hirer.

13.4 Storage of Equipment

No equipment may be stored at the venue without written approval. This will only be granted in exceptional circumstances.

Where approved, the storage is at the Hirer's risk and must be removed upon 14 days notice.

13.5 Keys and Access Codes

Access codes, keys and security information must not be shared with third parties. If a key is issued it may not be copied without prior approval from COIPB.

Where a key is lost it must be immediately reported to COIPB, and the cost of new keys or re-coding of the locks may be charged to the Hirer.

13.6 Fee Reviews

COIPB reserves the right to review and adjust hire fees for Permanent Hirers. COIPB will provide at least 30 days notice of any fee change.