



Terms and Conditions of Hire Agreement

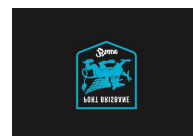
The agreement is issued subject to the Rules and Resolutions made hereunder. The following should act as a guide to users of facilities at Port Brisbane Football Club.

The use of the word 'Club' in the following conditions means Port Brisbane Football Club.

1. **Use of Facilities:** The Hirer agrees to use the facilities for the purpose for which they were hired and not to create or contribute to any nuisance.
2. **Weather Conditions:** Port Brisbane Football Club reserves the right to close facilities at any time due to weather conditions (i.e. rain) if deemed dangerous to persons or damaging to facility. Where possible, the Hirer will be notified of closure by phone or email ASAP. For information regarding closures in the event of bad/wet weather, please consult the club's website <https://www.portbrisbane.com.au/> "Field Closed" signs may be posted at the fields when closed. You must not use the fields when these signs are posted.
3. **Maintenance:** Maintenance (both regular and unforeseen) will be carried out on facilities when deemed necessary. Fields may be closed for routine maintenance. Hirer's will be notified of closure by phone or email not less than 4 weeks prior to booking for regular maintenance and ASAP for unforeseen maintenance.
4. **Services provided by Port Brisbane Football Club.:** If requested, Port Brisbane will provide electric light and power, water and toilet facilities for the duration of the hire provided agreement has been obtained before use and the appropriate fees paid.
5. **Responsibility for Damage to Club Property:** The area hired is to be left in a clean, litter-free and undamaged condition. Any damage to Club property, which in the opinion of the Club Administrator arises from abuse or negligence shall be the responsibility of the Hirer. Any additional cleaning needed will be charged to the hirer.
6. **Equipment Usage:** The Hirer agrees to return all equipment to the storage room at the end of each booking. The Hirer acknowledges that non-compliance will result in an official warning. If three warnings are issued, the Hirer will be banned from equipment usage and/or facility hire.
7. **Indemnity:** You must indemnify Port Brisbane Football Club Inc. from and against all actions, claims and losses which the Football Club may incur arising from:
 - (a) loss, damage or injury from any cause whatsoever to property or person within the grounds of Port Brisbane Football Club caused or contributed to by your neglect or default;
 - (b) your negligent use or misuse of any water, gas or electricity or lights or other services to the fields, facilities and grounds of the Club;
 - (c) loss, damage or injury from any cause whatsoever to property or person caused or contributed to by your use of the fields, facilities and grounds of the Club;
 - (d) any personal injury sustained by any person in or about the fields, facilities or grounds caused other than through the wilful or negligent act of the Club or representatives of the Club;
 - (e) any Covid 19 breaches.

In this clause, 'you' and 'your' includes any employee, agent, contractor or other person claiming through you. This indemnity does not apply to any act, matter or thing if it arises out of the negligence or default to the Club or its representatives.
8. **Risk:** You occupy and use the fields at your own risk
9. **Provision of First Aid:** It is the responsibility of the Hirer to arrange first aid care as necessary for persons who come onto site for the purpose of the Hirer.
10. **Cancellations & Refunds:** Bookings cancelled less than 24 hours prior to the scheduled date will be charged the

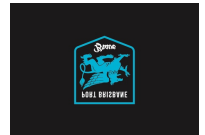




full booking fee. Unused bookings that were not cancelled will be charged the full booking fee. The Club reserves the right to cancel this agreement at any time prior to the date of hire and to so advise the Hirer. In the event of the Club cancelling an 'Agreement to Hire', a full refund of future agreed costs will be made.

11. **Termination of Hire:** Port Brisbane Football Club has the right at anytime to terminate the casual hire contract if it sees fit where the facilities is abused, damaged, miss treated or any of the terms and conditions of the casual hire of the facilities breached.
12. **Access to the Fields and Facilities:** Access to the fields and facilities nominated in the agreement is provided by pathways and corridors as appropriate. Persons are not permitted to access or walk across Field 1 to the other hired fields.
Hirers must abide by instructions provided by the Club's attendants prior to being admitted to the fields and by the Clubs rules in relation to:
 - 'boot wiping' requirements;
 - moulded soles only on boots. Metal tags are not permitted;
 - water only is allowed to be consumed on the field. All other liquids and all food stuffs are not permitted on the fields;
 - spectators must remain behind fences and are not permitted on the playing surface.
 - No vehicles are permitted on the fields at any time.
13. **Consumption of Alcohol:** The consumption of alcohol is not permitted onsite unless it is purchased from the Club Bar. No alcohol is to be brought onto the site or consumed on the premises. The only place where alcohol can be consumed is in the club house or function venue.
14. **Function Hall Hire:** The hire of the Function Hall is for a maximum period of 12 hours and closing time will be 12 mid-night, unless you provide us with a Liquor licence extension for later. If you go past midnight or the 12 hours of hire you will be required to pay for an extra day hire.
15. **Bar Hire:** Bar hire for the day will require you to get a special liquor permit that will allow you to serve alcohol on the premises to your members and guests. You must get an extension if you wish to stay open until 2.00am. Bar hire does not allows you to bring your own alcohol and soft drinks into the premisses to serve or sell to your members and guests in order for you to make a profit. All alcohol and soft drinks will need to be purchased at the club on the day of the hire.
As part of your Liquor Licence you will be required to adhere to all the guidelines, policies and procedures of the Liquor Act.
Consumption of alcohol will only be allowed within the club house, as the fields or outside of the club house and hall building is not licenced premises.
16. **Security personal:** Port Brisbane Club will provide security for your function hire at your costs as per the schedule fees attached.
17. **Smoking:** Smoking is not permitted onsite period, Port Brisbane Football Club is totally a smoke free environment this includes the carpark, grounds and sporting fields.
18. **Covid 19 Restrictions:** In the event of a Covid shutdown and the venue is not available to hire on the day, an alternative date can be arranged at no extra costs.
You are required to meet all QLD Government current Covid 19 restrictions that are in place on the day of the hire. It is mandatory that every person is signed into the Port Brisbane Club Covid App on each of the days of hire.
<https://form.jotform.com/213193319408859>
If there are any breaches there would be serious penalties applied and your organisation will be solely responsibility for all the liability of costs, fines and charges.
19. **Litter:** Waste bins must be used for disposal of rubbish. Bins are not to be used as sporting equipment (such

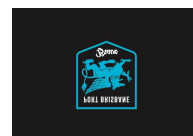




as goals etc). This may result in a charge to the hirer.

20. **Flora, Fauna & Physical Features:** Wildlife, plants, rocks, soil and logs are protected and may not be taken from the site or damaged on site.
 21. **Security Bond Payment**
A fully refundable bond of \$1000 will be subject to the following i.e.
 - Cleaning of all Fields that have been hired
 - Cleaning of Club veranda
 - Cleaning of the carpark
 - Cleaning of Club house / Hall / Tables / Chairs / Floors / Stage / bins
 - Cleaning of toilets
 - Cleaning of players change rooms and toilets
 - All rubbish to be removed from the building, fields, grounds, and needs to be placed in bins provided.
 - Keys to the venue must be returned.
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Port Brisbane Football Club Inc Fee Schedule as at the 1st November 2021

Field Hire - Minimum Field Hire of 2 Hours

Field 1 - \$350.00 2 hours session
Field 2 - \$250.00 2 hours session
Field 3 - \$200.00 per 2 hours session

Lights for Fields

Field 1 - \$30.00 per hour
Field 2 - \$20.00 per hour

Facility Hire

Change Rooms and Toilets - \$30.00 per day
Security Staff - \$50.00 per hour
Key Deposit - \$50.00 which is refundable.
Function Room – \$1000 per day
Kitchen & Food Catering – As per your requirements
Bar Hire - \$50.00 per hour

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Cleaning of toilets
Cleaning of players change rooms and toilets
All rubbish to be removed from the building, fields, grounds, and needs to be placed in bins provided.
Keys to the venue must be returned.

Payment Terms

50% of the hire costs must be paid to secure the venue booking.
The remaining 50% of the hire costs and security bond must be paid prior to the date of the function.

Bank – Commonwealth Bank
Account Name – Port Brisbane Club Inc
BSB – 06 4186
Account Number - 10993298

