

Smart Hub Hire Form 2022/2023



Organisation/Name: _____

Address: _____

Telephone: _____ Mobile: _____

Email: _____

Date of Application: _____ Date/s Required: _____

Time/s Required: _____

Purpose: _____

Area for Hire – Charge Per Day (GL – 2150-1400-0002)	Hire Charges	Cost	Property Undamaged / Clean
Office Meeting Room Only	\$60.00		
Boardroom Meeting Room Only	\$80.00		
Office and Boardroom	\$100.00		
CLEANING FEE if applicable i.e. room(s) are left unclean – this will be deducted from the hire deposit or invoiced separately.	\$50.00		
ADD ONE DEPOSIT CHARGE TO ALL ITEMS HIRED G.L. Code 9991-5740-0000	\$200.00		
<u>NOTE: DEPOSIT MUST BE PAID SEPERATELY</u>	<u>TOTAL DUE</u>		

Do you already have a deposit held with the council? Yes / No

If **NO**, would you like the Mckinlay Shire Council to hold your deposit for future hires? Yes / No

If you answered **NO** to both questions, please fill out below:

If the conditions of the facility have been deemed
satisfactory after the hire your deposit
will be refunded.

Please tick which method you would prefer this
refund and fill in the necessary details

Bank Transfer ☐

BSB: _____ Account Number: _____

Cheque ☐

Postal Address: _____

I have read the Conditions of Hire listed overleaf and agree to hire on these conditions.

Signed: _____ Date: _____

OFFICE USE ONLY:

Deposit Receipt Number: _____ Processed by: _____ Date: _____

Hire Fee Receipt Number: _____ Processed by: _____ Date: _____

Conditions of Hire

1. Acceptable Use of Computers and Internet

These requirements and rules set out below apply to all Julia Creek Smart Hub technology resources whether they are accessed through computers owned by the school or through privately owned devices (i.e. accessing Smart Hub internet through a personal notebook or telephone)

Responsibility of Hirers

1. Hirers must comply with the rules for accessing technology resources in this document.
2. Users must not:
 - a) Access, post or send inappropriate internet or email content, especially content that is illegal, dangerous, obscene or offensive;
 - b) Amend documents illegally;
 - c) Download, install or use unauthorised computer programs;
 - d) Deliberately install computer viruses or other malicious programs;
 - e) Gain unauthorized access to any system by any means;
 - f) Use technology resources to attack or compromise another system or network;
 - g) Access or intercept emails sent to other persons.

Confidentiality and Cyber-safety

3. Hirers should be aware that material they post on Internet sites (i.e. Facebook and other social media sites) is public. Once information is on the internet it may not be possible to remove it.
4. It is recommended that hirers not display personal information about themselves or others in a way which is public. (i.e. posting their own or anyone else's address, telephone number or other personal details on the internet or within emails).
5. Where disclosures of personal information is made through authorized avenues (i.e. by the use of email or an official website), users should be aware that invasions of privacy may sometimes occur and it is outside McKinlay Shire Council's control to prevent such instances from occurring.
6. The operation and maintenance of technology resources often requires the backup and caching of data, the logging of activity and the monitoring of general usage patterns and as such, complete confidentiality and privacy cannot be guaranteed. McKinlay Shire Council may also be required to inspect or provide copies of electronic communications where required to by law, or where the investigation of possible misuses of technology resources is required.

7. It is recommended that Hirers sign out of all social media, email, 'cloud' or other internet accounts on public computers, before leaving the Julia Creek Smart Hub, to prevent identity theft or other security issues.
8. 'Cloud' based tools and services may be used for data storage and learning opportunities. We are aware that these services may store data on servers located outside Australia.

Cyberbullying and Defamation

9. Hirers must not use email or the internet to bully other people or send threatening, harassing or offensive message. Improper use of technology resources could amount to defamation.

Security

10. Hirers should perform a virus check on all attachments received by email and on all storage devices (i.e. USB, Discs, music devices, etc) before opening.

Copyright

11. Copying or downloading material from the Internet may be a breach of copyright or other intellectual property rights. Hirers must not use the Julia Creek Smart Hub technology resources to copy, download, store or transmit any such material that may include music files, movies, videos or any other form of media.

Consequences Following a Breach of These Conditions

12. A breach of these conditions will be taken seriously and may result in restricted access to the Julia Creek Smart Hub.
13. Cases of serious, deliberate, and/or criminal breach will be referred to external authorities and may result in civil or criminal proceedings.

2. General

1. Hirer must be eighteen (18) years or over.
2. Council staff have no authority to waive hire fees.
3. The hirer will indemnify and keep indemnified the Council from and against all actions, suits, proceedings, claims and demands which might be brought and maintained or made against the Council:-
 - a) By any of the servants or agents of the hirer for any cost occasioned by or arising from the use of the equipment;
 - b) By any person or persons arising out of or occasioned by any act or omission on servants by agents to observe these terms and conditions; or
 - c) By any person or persons however arising, out of loss, theft or damage to any property or person, when using the equipment.
4. The Chief Executive Officer has been delegated authority to refuse or approve the hiring of the Julia Creek Smart Hub.
5. The hirer shall confirm to the requirements of the Health Act, Local Government Act, any Local Law or Regulation made thereunder, and shall be liable for any breach of such Acts, Local Law or Regulation. All other statutory rules, provisions and regulations of the Commonwealth of Australia or State of Queensland for the time being in force must be complied with by the user and the notices given to the proper officers.
6. If the hirer commits, permits or allows any breach or default in the performance and observance of any of these conditions the Council may terminate the permission to use the Julia Creek Smart Hub

and the hirer shall immediately vacate the premises and the hiring fee shall be forfeited to the Council.

7. Neither the Council nor its servants shall be liable for any loss or damage sustained by the hirer or any person, firm or corporation entrusting to or supplying any hirer or thing to the hirer by reason of any such article or thing being lost, damaged or stolen. The hirer hereby indemnifies the Council against any claim by any such person, firm or corporation in respect of such article or thing.
8. No notice, sign, advertisement, scenery fittings or decorations of any kind shall be erected on the building or attached or affixed to the walls, doors or any other portion of the building, fittings or furniture.
9. Smoking is not permitted in any Council building.
10. The Chief Executive Officer may require the hirer to submit for approval the subject and programme for any entertainment or lecture prior to the use of the premises.
11. Any officer or employee of the Council whom the (Chief Executive Officer) may appoint shall at all times be entitled to free access to any and every part of the building.
12. In the event of any dispute or difference arising as to the interpretation of these conditions, or any matter or thing contained therein the decision of the Chief Executive Officer thereon shall be final and conclusive.

3. Repairs

1. Should the hirer cause any damage to the building they may be liable for the cost of the repairs.

4. Cleaning

Each area that is used must be cleaned as per the following:

- All rubbish is to be collected and placed in the wheelie bins provided at the side of the building

Kitchen

- Wash up and put away all items that are used in the kitchen
- All rubbish is to be collected and placed in the wheelie bins provided at the side of the building

Co-work Area

- Keep any used workstations tidy
- Switch off lights and air conditioner if you are last to leave
- **All windows and doors checked and securely shut upon exit**
- All rubbish is to be collected and placed in the wheelie bins provided at the side of the building

4. Cancellation

Any cancellation of a booking for the hire of the facility shall be made at least five (5) days prior to the date of the function or event. Any cancellation within five (5) days prior to the date of the function or event or a 'no show' will result in a cancellation fee of the full amount less refundable deposit of facility being hired. The hirer may apply in writing to the Chief Executive Officer to have the cancellation fee waived for extreme circumstances.

INFORMATION FOR HIRERS OF MCKINLAY SHIRE COUNCIL FACILITIES

FIRE SAFETY REGULATIONS/EVACUATION PLAN

The hirer is responsible for the safety of guests attending their hired event/function and implementation of the below procedure. The Building Fire Safety Regulations 2008 must be enforced. The hirer is responsible for/but not limited to, the following:

- Must read and abide by the Emergency Evacuation Plan located on the wall within the facility hired.
- Knowledge of the location of all fire exits in the facility and be capable of directing guests to these fire exits as required:
 - Knowledge of the location of prescribed fire safety installations/equipment provided in the facility; (instructions for use are detailed on all fire extinguishers)

The hirer shall ensure occupants of the building can exit directly into open space or another place of safety; (Note: Fire safety exits must be left unimpeded at all times, do not park vehicles or leave boxes or other items outside the fire exit door). Ensure doors to an evacuation route are not locked and can be opened.

- Ensure you are fully aware of any mobility restrictions and other characteristics of the persons attending, and that the number of persons in the building at any one time does not present an unreasonable risk to the safety of any person in the facility.
- Ensure you are aware of and suitably manage the flammability of any item, utensil or piece of equipment introduced into the facility by the hirer.
- Ensure that you undertake the following in relation to evacuation procedures for the facility.
- Inform guests of the evacuation plan located on the wall.
- If required, alerting & communicating with all persons in the facility as to any fire/emergency and sound an alarm (verbal) to evacuate. Contact Fire Services on “000” immediately.
- Direct the evacuation of all persons from the hall including persons with special needs to a designated outdoor assembly area.
- Check whether all persons have been evacuated from the facility and the number /identity of any persons not accounted for.
- Meet the fire officers attending the facility in response to the fire/emergency.

Emergency Contact Numbers:

000 – Emergency Services (Police/Fire/Ambulance)

4746 7166 – McKinlay Shire Council

After hours – McKinlay Shire Council 0427 467 166

SAFETY

- It is the responsibility of the hirer, to ensure that all persons involved in there activities are familiar with the Emergency Plan.
- It is the responsibility of the hirer to provide adequate first aid requirements relative to the activity being undertaken. (First-aid kits are not supplied at the facilities)
- Council encourages hirers to use plastic tableware, bottles & aluminum cans to minimize the risk of broken glass.

FACILITY CAPACITY

- The capacity of the facility MUST NOT be exceeded. The number of people attending the venue must be disclosed.
- Council facilities are designed to accommodate a limited amount of people. For example: in its size, the facility amenities, equipment etc. and Fire Safety Regulations.

I have read and received the safety information for hirers of McKinlay Shire Council Facilities and agree to these conditions.

Hirer Name:.....

Signed Hirer:

Date:

.....

McKinlay Shire Council Representative:

Signature:.....

Date: