WindanSea Community Clubhouse | Terms of Use

Purpose of Terms & Conditions
The Terms & Conditions of use seeks to clearly state the responsibilities of the users of the WindanSea Community Clubhouse. The users agree as follows:

- **Definitions:**
  The WindanSea Community Clubhouse is located at 1a Buderim Street, Currimundi, QLD, 4551
  "WCCMC" means the WindanSea Community Clubhouse Management Committee
  "Venue" means parts of, or the entire WindanSea Community Clubhouse as identified in the application.
  "Key" means any mechanical key.
  "Hire Period" means the time of entry into the venue, including set up and cleaning time, until the cessation of the event and/or completion of pack down. Minimum hire period is one (1) hour.
  "User" means the person or body specified in Part 1 of the Application to Hire Facility.

1. Bookings:

a) Bookings are made by completing an Application for Use on the WindanSea Community Clubhouse website at www.wnsclubhouse.au/bookings Once the application has been made you will receive notification of the success of your booking via email. All hire fees must be paid in full twenty-eight (28) days prior to your event date. Any bookings made within twenty-eight (28) days of the event date must be paid for in full at time of booking.
b) Tentative Bookings: A booking is tentative until confirmed. Tentative bookings will be held for fourteen (14) days from the date the tentative booking was made. Should the booking requirements not be met within the 14-day period, the tentative booking will be officially cancelled.
c) Confirmed bookings: The WCCMC will confirm a booking and request that an Application for Use of the WindanSea Community Clubhouse form is completed, and Certificate of Currency for Public Liability Insurance is emailed to, admin@wnsclubhouse.au
d) The WCCMC reserves the right to refuse or cancel any booking that does not comply with club's Terms and Conditions of Use.

e) Where the entire facility is not booked, the WCCMC reserve the right to permit other events to take place within the venue at the same time.
f) No refunds will be given to those Users who finish their event prior to the scheduled completion time.
g) The User is required to remain on site until the conclusion of the event to ensure all responsibilities are undertaken including cleaning and securing the venue.
h) The WCCMC may cancel the booking with two (2) weeks' notice if repairs or alterations to the venue are required.
i) The WCCMC may cancel the booking with minimal notice:
    i) In the event of an emergency i.e. natural disaster.
    ii) The hire fees have not been paid within the allocated timeframe.
    iii) The hirer has not provided evidence of $20 million Public Liability Insurance.
    iv) The WCCMC becomes aware that an event proposed to be held/used/provided by the User is objectionable, dangerous, infringes any copyright, is prohibited by law, or would be detrimental to the club.
j) The User agrees, under the Terms of Use to accept cancellations as detailed in Section i) and j) and waives the right to make any claim by law or in equity, for loss or damage n consequence thereof.
k) The User must give The WCCMC at least two (2) weeks written notice in order to cancel a booking. Note: booking deposits are non-refundable. A fee equivalent to 50% of the total venue hire fee will be charged as a deposit.
l) If a User cancels a booking within seven (7) days of their event date, the full venue hire fees, plus any expenses incurred by the venue will be charged.

1.1 Public Liability Insurance

The WCCMC encourages all users/hirers to obtain and discuss with their Insurance Broker appropriate Insurance coverage for the purpose of the hire activity. Unless otherwise specified the hirer shall take out and keep current a Broadform Public /Products Liability Insurance Policy, which will be for an amount not less than twenty million dollars ($20,000,000) and in the name of the User. Proof of this policy must be by way of a Certificate of Currency which must be annexed to the hire application, and form part of the agreement.

2. Hire Agreement

In consideration of the user making relevant payments and complying with these conditions of use, the WCCMC grants the user the right to enter and use the venue for the purposes set out in the application.

3. Term of Hire Agreement

The term of the hire agreement shall be for the period identified in the application.

4. Rights of Use

The user shall have the right of all reasonable access to and use of the venue only for the purposes described in the application. The application also indicates the agreed times and days of use between the user and the WCCMC.

5. Principles of the Agreement

a) The User shall make all of its members and invitees aware of the conditions of hire.
b) The user shall ensure that all its members, participants and invitees entering the grounds will comply with conditions of hire and use of the complex.

6. Managing the Agreement

The WCCMC will retain complete veto rights over all users.

7. Laws

The hirer shall comply to all Council By-Laws applicable to local, state, and federal.

8. WindanSea Community Clubhouse Entry

The WCCMC or its agents and workmen reserve the right to enter upon the venue at all reasonable times for inspection and to carry out any work that it may consider necessary.

9. Assignment

The Agreement is personal to the user and shall not be assigned to any other person.

10. Common Responsibilities & Commitments

a) Where facility access codes are issued all parties, and their members accept responsibility for and commit to:
    i) Facility access codes are not to be passed on to other persons; they remain the property of WindanSea Community Clubhouse. These facility access codes are to be kept in a confidential manner and the person who receives the codes will remain responsible for the code.
    ii) Facility access codes are not to be shared with guests of the event or internally within the club who are hiring the Clubhouse.
    iii) Users will be charged a replacement fee if it is considered necessary by the club to change the locks or such other security system that is in place. The user shall pay the cost of that change.
b) Hours of use
    i) User groups may only use the facility during the dates and times allocated by the Committee.
    ii) No activity is permitted prior to 6.00am or after 10pm on any day. Amplified music and public address systems cannot be used.

11. Payment

a) The User shall pay the fees advised from the application and shall make such payment 48 hours prior to the use commencing.
b) Fees and charges are costs for the use of the venue and its facilities. Fees and charges are adopted by The WCCMC at the beginning of each financial year and are not negotiable.

c) Incorporated associations and other not for profit groups will be asked to provide supporting documentation to qualify for community rates.
d) Casual users, including schools, will be invoiced prior to use.
e) Cleaning fees may be charged if any part of the facility is left in an unsatisfactory condition.
f) The Clubhouse must be left in a clean and tidy condition after every use. Users are responsible for opening, locking up and cleaning of the building after use. All damages or maintenance issues must be reported as soon as practicable.
g) Where the Clubhouse is left in an unclean or untidy condition, a cleaning fee will be incurred. Any furniture and/or equipment taken out of the Clubhouse must be returned at the end of the event.
h) Failure to pay fees by the due date will result in loss of allocation.
Note: ALL PRICES SUBJECT TO CHANGE

12. Land Use

a) The hirer shall obtain all necessary licences, permits, and shall comply with all relevant Acts, Regulations and Local Laws.
b) Any use of areas outside of the WindanSea Community Clubhouse will require a permit from the Sunshine Coast Regional Council website at: https://www.sunshinecoast.qld.gov.au/Pay-and-Apply/Events-and-Entertainment/Application-for-Weddings-Ceremonies-and-Events
The user shall take all reasonable steps to ensure that the approved area is not damaged in any way. Should reasonable steps not be undertaken to minimise damage by the user, or those supplying services for the user directly associated with the provision of the event, costs associated with repair to such damage will be the responsibility of the user. Where damage is caused to adjacent parks or infrastructure due to unreasonable use (i.e., park use during wet weather where damage is likely or caused), the user will be responsible for the cost of rectification of the grounds or infrastructure to its former state.
c) A signed copy of this approval must be submitted to admin@wnsclubhouse.au as well as kept in a location readily accessible to personnel carrying out the activity.
d) Users wanting to hold large events (>100 people) at the facility may be required to provide a compliant Traffic Management Plan prepared by an accredited Traffic Control Provider with your event application.
e) The event must be managed to ensure that bushland and landscaping vegetation is protected from intrusion and damage from patrons and event facilities by using temporary fencing or bunting as necessary, careful event site layout and/or on-going patron management.
f) The hirer shall be responsible for the cleaning of the area approved and shall provide extra waste receptacles for the collection and storage of waste generated as a result of the approved use

g) The hirer is responsible for arranging the provision of portable shade structures such as canopies, umbrellas, marquees, etc. Users who wish to erect temporary shade structures must have approval by the Sunshine Coast Regional Council as per the approved Permit arrangements.

13. Access, Electricity, Tents Etc.

a) Entry to the approved area is only to be made through normal access doors.
b) Vehicles must be contained to the roadway and dedicated parking areas. No vehicles are to be driven/ parked on grass.
c) The approved hirer will comply with the Workplace Health and Safety Act and Regulations. Part 17 of the Regulations applies to electrical equipment, and this includes, but is not restricted to:
    i) All electrical equipment will be tested and tagged in accordance with AS3760 – this includes extension leads.
    ii) Extension leads will be tagged with the owner's name.
    iii) Portable electrical equipment is double insulated, or earth-leakage protected.
    iv) All flexible and extension leads must be supported at least 2 metres aboveground.
d) The use of star pickets or any other ground piercing device is prohibited.
e) The use of paint or any permanent marking substances is prohibited on any area or structure within the facility and surrounding park. Failure to adhere to this condition will result in costs involved in removing permanent markings.

14. Food & Alcohol

a) Where a liquor licence has not been obtained, it should be noted that under Council's Local Law No.26 (Control of Intoxicating Liquor), alcohol is not to be consumed within Open Public Space.
b) Where any food and beverage are sold and/or given away:
    i) All stallholders are required to serve/sell food in a safe manner in accordance with National Food Safety Standards.
    ii) Where food is being sold it may be necessary to obtain a temporary food stall license from Council's Environmental Health Team. Please refer to the Temporary Food Stall Guide to determine whether a license is required or contact a Council Environmental Health Officer (Tel: (07) 5441 8080.

iii) Mobile food businesses (e.g., ice-cream or kebab vans) should hold a license in Queensland and, if not, are required to obtain one from Council.

c) There is no commercial kitchen at the Clubhouse and no cooking is to be done inside the facility.
d) Areas used for temporary food premises and BBQs must be protected from fat/oil splatter – including walls and concrete areas.
e) Any cleaning required, or damage caused by temporary food premises, will be rectified by the Committee and all costs recovered from the user group.
f) Refreshments shall not be served/ sold in glass containers.
g) No smoking is allowed in the WindanSea Community Clubhouse or 4 metres of entry and exist areas.

15. Cleaning

The User of the venue will be responsible for all cleaning including the return of all furniture to appropriate storage areas, sweeping and mopping, and collection of any litter from the Venue and surrounds. All outdoor bins must be lined before use and emptied when necessary, during events. All indoor bins must be lined before use, cleaned, and returned to the appropriate location after use. No rubbish of any kind will be left within the buildings or grounds. Areas of hire left in an unacceptable condition will be cleaned by the WindanSea Community Clubhouse cleaner and costs of such will be charged to the user.

16. First Aid Supplies & Information

It is the responsibility of the hirer to provide first aid supplies.

17. Public Liability & Safety

a) In accordance with the Workplace Health and Safety Act, the WCCMC expects that any person will:
    i) Act in a manner that does not endanger the health and safety of any other person using the Clubhouse.
    ii) Not fail to carry out a safety direction that is given to the person by WindanSea Community Clubhouse.

iii) Not wilfully or recklessly interfere with anything provided in the interests of health and safety at the premises.

b) The hirer is responsible for the good conduct and management of the area whilst in use for the approved purpose.

18. Child Protection Requirements

Hirers whose activities include children under the age of 18 years must comply with current legislation with regard to Working with Children. This includes having undertaken appropriate risk assessments and holding a current blue card (unless the child's parents/guardians are on the premises. For more information refer to www.ccycpcg.qld.gov.au

19. Fire Exits & Fire Fighting Equipment

The Committee provides fire extinguishers, fire blankets, hose reels at the facility to comply with fire safety requirements. Equipment is regularly tested and serviced. If a fire occurs within the facility, the fire brigade must be called immediately and before anyone attempts to fight the fire. Users should only attempt to fight a fire with the equipment. Eg: Fire extinguishers and fire blankets.

a) Fire exits must be kept unlocked and clear of obstacles for a distance of two (2) metres at all times. The user shall keep each corridor, passage, and exit in the venue clear of obstructions and ready for use in an emergency. It is the responsibility of the hirer to observe all venue signage relating to fire and safety precautions. The user must not interfere with the fire doors.
b) Emergency equipment including fire extinguishers and fire blankets are located throughout the venue. A two (2) metre square area must be left clear around these items at all times. These are to be used only in the event of an actual emergency. Any use of these devices resulting in a false alarm and subsequent callout by the Qld Fire & Rescue Service will result in a fine of $1,000 which will be charged to the hirer.
c) The user must advise if the fire extinguishers have been used in any way. If the WCCMC considers that the fire equipment is or has been used in an irresponsible manner the cost of inspection and replenishing will be charged to the hirer.

20. Risk Management

a) The user agrees to carry out any instruction or direction given by the WCCMC, with regard to complying with Workplace Health and Safety or to minimise damage to the facility during the conduct of an event or booking.
b) At no time does the WCCMC accept any responsibility for the security or safety of the users property.
c) It is the responsibility of the user to ensure that children attending an event are supervised by adults at all times.

21. Noise & Acceptable Behaviors

No sporting activity or function is permitted prior to 06.00am or after 10pm on any day.
User groups must ensure the level of sound coming from the facility does not reach a level where it interferes with residents of surrounding properties. The approved use must not involve live and/or amplified entertainment or devices at any time. Background pre-recorded music (e.g., music played through a domestic stereo) that does not emit audible noise to any sensitive receiver (including private open space) is permitted.
The use of megaphones or public address systems is not permitted at any time.
Users are expected to carry our adequate security control during their use of the facility to prevent incidents that may interfere with the safety of others.

This includes but is not limited to:

- Not permitting spectators/visitors on adjoining private residences or conservation areas
- Controlling unruly, disturbing, or offensive behaviour
- Not permit the use of abusive, offensive language
- Not permit the use of flares, or projectiles being thrown
- Fireworks displays are not permitted.
- The premises must not be used for any purpose requiring a liquor or gaming licence.
- Not permit spectators/visitors to access the roof of the facility.

22. Gate Locks

Areas that are locked prior to use must be locked at all times when not in use and at the completion of the event/use.

23. Use of CCTV

The WCCMC adheres to and adopts the Sunshine Coast Council's Public Space Closed Circuit Television (CCTV) Policy. The primary use of CCTV is to discourage and detect unlawful behaviour in and around the Clubhouse, thereby enhancing the safety and security of all people and property.

24. Lighting

All lights are turned off immediately after use and are not left on past nominated 10:00pm at night.

25. Facility Inspection

All users shall be responsible for ensuring that the facility is safe before being used. All users will on every occasion prior to the commencement of any activities undertake an inspection of the facility. Any defects or issues are to be immediately reported to the WCCMC contact officer and if unfit or a danger to users then the facility should not be used, and a report of the problem submitted to the WCCMC.

26. Penalty Clauses

a) The users of the venue who have, in the opinion of the WCCMC, failed to comply with the conditions within this agreement will risk loss of allocation.
b) This hire agreement shall be revocable as follows:
    i) At the option of the WCCMC should the user become insolvent, bankrupt or if the user is a corporation enter into receivership of liquidation.

ii) At the discretion of the WCCMC upon failure by the user to comply with any of the conditions contained in this agreement.

27. Signage & Banners

Erection of signage and banners at the event site is permitted subject to the approval of the Facility Coordinator, without written prior approval from the WCCMC.

Any signage or banners in use must adhere to the following:

- No ground piercing devices are to be used.
- Signage must not be tied, drilled, screwed, or nailed into trees, signs, posts, or any other Club property.
- Signage must be secured in a manner to ensure it does not become hazardous during windy weather conditions.
- Signage must not create a visual distraction to passing traffic.
- Signage must allow for unrestricted movement by cyclists and pedestrians.
- Signage must be removed immediately after the event.

28. Nature of Agreement

a) Nothing in this agreement shall create or be construed as creating any tenancy nor shall it be construed to confer upon a user any interest in the land or part thereof. The user has a personal right of occupation only on the terms specified in this agreement.
b) The legal right to possession and control over the land remains vested in WCCMC throughout the term of the agreement.

29. Venue

This is not a party venue, please respect our neighbours, beach goers, our marine and foreshore eco systems and the Windansea Community Clubhouse Facility.

30. Special Conditions

Special conditions relating to this agreement as follows:
(To be advised as required)