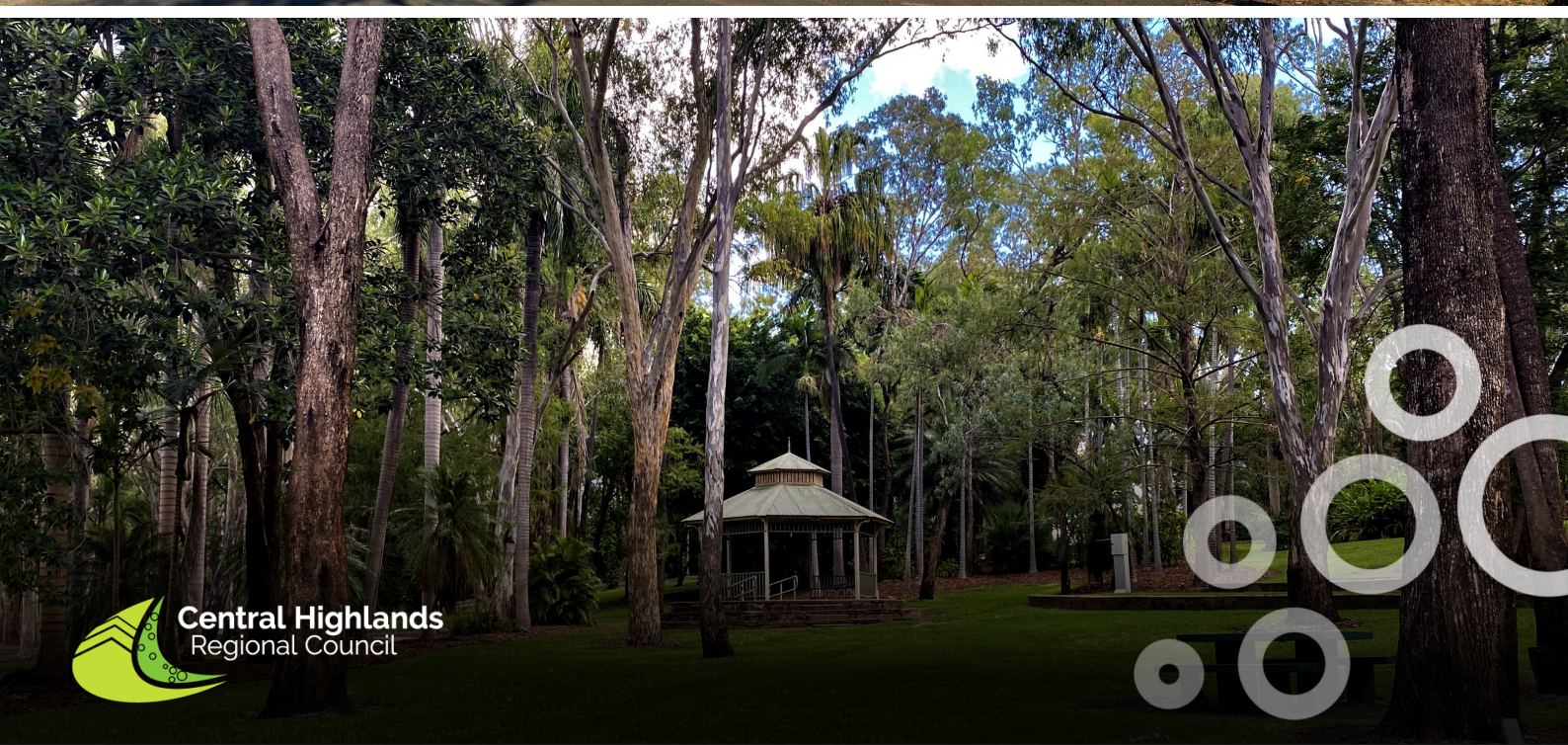
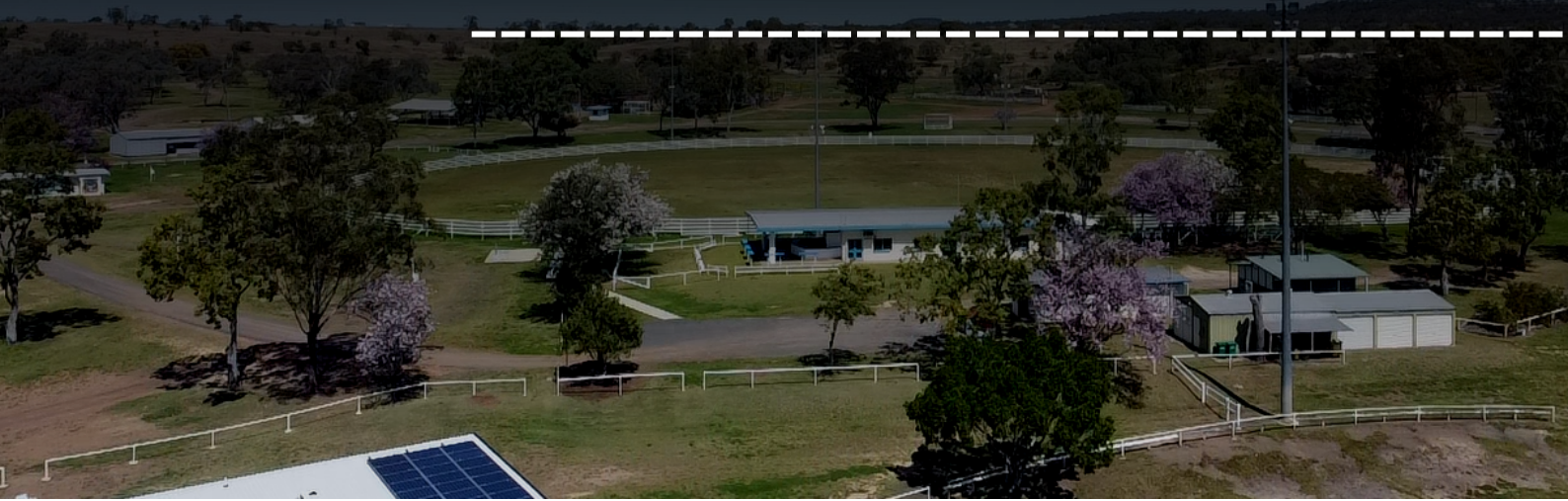


Community Recreation and Facilities

GENERAL CONDITIONS OF HIRE





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1. Purpose of the Document

The “**Community Recreation and Facilities General Conditions of Hire**” is a document which is provided by Central Highlands Regional Council (council) to the nominated hirer of a council facility prior to a confirmation of booking.

This document accompanies the *Application for Facility Hire* which includes a declaration of sighting, understanding and abidance to the conditions outlined in this document. Declaration acceptance thereby enters the hirer into a formal agreement with council. Where the hirer fails to make the declaration by way of physical signature or electronic acceptance, council will deem the application incomplete, and the application will not be accepted until such time a returned application with the declaration completed, is submitted to council.

Council reserves the right of refusal to hire a facility and has the power to revoke booking agreements at any time. Council also reserves the right to move a booking to another facility should the originally booked facility become unavailable, and to cancel a booking at the discretion of the Community Recreation and Facilities business unit, within justified reason to so.

2. Application for Facility Hire

2.1 Application Submission

All applications for facility hire are processed by Central Highlands Regional Council, Monday to Friday. Applications must be submitted to council through councils online services, by way of email to enquiries@chrc.qld.gov.au, or through physical copy presented to customer service staff at one of councils offices. Details on how to contact council can be found [here](#).

Physical copies of applications can be presented to council at any of the following premises:

Town	Address	Opening Hours
Emerald	65 Egerton Street, Emerald	Monday – Friday 8.30am to 5.00pm
Blackwater	10 Mackenzie Street, Blackwater	Monday – Friday 8.30am to 5.00pm
Capella	4 Conran Street, Capella	Monday – Friday 8.30am to 5.00pm
Duaringa	12 William Street, Duaringa	Monday – Friday 8.30am to 5.00pm
Springsure	29 Eclipse Street, Springsure	Monday – Friday 8.30am to 5.00pm
Rolleston	17 Warrijo Street, Rolleston	Monday – Friday 9.00am to 12.30pm And 1.00pm to 4.30pm
Tieri	Corner Grasstree and Anncrouye Streets, Tieri	Monday – Friday 8.30am to 5.00pm

2.2 Application Acceptance

The hirer is the responsible person and/or entity as described on the application form. Where an application is made on behalf of an organisation or group of persons, the hirer’s representative shall provide the name of



the organisation and the authority of the person making the application, together with private and business telephone numbers of the hirer's representative.

To allow for adequate venue management, all applications must be submitted within the following timeframes:

- Applications for large scale events (>300pax) and events of community significance – minimum of four (4) months in advance or with maximum amount of notice as possible
- All other applications for facility hire – minimum of seven (7) business days prior to the date the facility is required

Applications made within less than this time may only be considered at the discretion of council. All details of the application forms must be completed in full. Council reserves the right to accept or refuse any applications.

As stated in [section 1 – Purpose of the Document](#), applications that have not signed the declaration will be deemed incomplete and the application will not be accepted.

2.3 Councils Response to Applications

Confirmation of receipt of applications for facility hire will be made to the hirer within 5 business days of receipt of request.

Incomplete or ineligible applications will be refused on receipt of request and returned to the customer for resubmission.

Upon preliminary assessment, council reserves the right to request additional information, at any time from the hirer, that will assist in final assessment of applications.

Written communication of confirmation or refusal of applications will be provided to the hirer prior to the date the facility is required.

3. Facility Bookings

3.1 Tentative Bookings

Upon initial enquiry, a tentative booking will be made at which time an Application for Facility Hire will be sent for completion.

Application for Facility Hire must be completed and returned within 48 hours of initial enquiry otherwise the tentative booking will automatically be cancelled. Once the application is received and accepted, details of fee required for the booking will be sent to the hirer for payment.

All bookings will be considered tentative until such time all hire and bond fees have been paid in full and council provides written confirmation of the booking to the hirer.

Applications for regular hire will be subject to conditions outlined in [section 3.3 – Regular Hire Bookings](#).

3.2 Confirmed Bookings

To secure a tentative booking, payment must be made within ten (10) business days of hirers receipt of fee advice from council. Should the booking be within this timeframe, fees are required to be paid immediately.

Completion of the application for facility hire process will occur when full payment of hire and bond fees has been made to council with all required documentation submitted. The application must be submitted completely, and all necessary requirements as determined by council must be met.

The hirer shall only be entitled to use the part/s of the facility allocated by council for the booking. Council reserves the right to concurrently hire out any other portion of the facility for any other purpose/s to any other person, group or entity at the same time.

Applications for regular hire will be subject to conditions outlined in [section 3.3 – Regular Hire Bookings](#).



3.2.1 Alteration of Booking Times/Days/Facilities

Hirers wishing to alter their confirmed booking arrangements must contact council. The request will be considered with regard to its effect on other hirers and bookings allocations. Altered bookings may incur additional fees and conditions.

Altered bookings will return to a tentative status until such time all outstanding fee payments have been made and council provides written confirmation of the updated booking to the hirer.

3.3 Regular Hire Bookings

Council does not accept permanent bookings of its venues and facilities for regular hire booking requests. This is to ensure that council facilities are available for casual hire events, thus allowing wider use of the facilities by businesses, community groups and members of the public.

Applications for regular hire will only be accepted as an expression of interest to regularly hire a council facility. These applications will be accepted on the hirers understanding that the booking may, at any time, be required to be cancelled/rescheduled/relocated in preference of casual hire bookings that require the use of the facility.

The decision of cancellation or rescheduling of bookings by council may be done at the discretion of the Community Recreation and Facilities business unit or by delegated authority. Regular users will be afforded the maximum amount of notice possible.

Regular hirers wishing to hold special events either during or outside their requested regular program hours of use will be required to complete a new application for facility hire to submit to council. Special events will not be considered 'regular hire' and will be subject to the same conditions as casual hire requests.

3.4 Tenured Club Bookings

Hirers that are on a tenure agreement between Central Highlands Regional Council and the registered organisation are required to abide by the conditions outlined in their tenure agreement in addition to the conditions outlined in this document. Tenured clubs are only subject to tenure conditions for the facility/s outlined in their tenure agreement. Any applications made for facility hire of any council facility **not** outlined in the tenure agreement will be subject to the conditions outlined in this document.

3.5 Advance Bookings

Application for casual hire of a council facility may be made up to 12 months in advance. Bookings made in advance may incur additional fees as per the Fees and Charges schedule adopted by council and enforced at the beginning of the any new financial year.

3.6 Political or Religious Usages within Venues

The use of the venue for political/religious meetings or other political/religious purposes may be granted at the discretion of the Community Recreation and Facilities business unit.

3.7 Subletting

Subletting of the facility is prohibited and will not be approved under any circumstances. No portion of the facility hired shall be on-hired, sub licenced, or any other booking transferred.

3.8 Hours of Use

Facilities are available for general hire between the hours of 8.30am and midnight, daily. Applications may be made to request access to the facility outside of general hire times. These applications will be assessed on a case by case basis and council reserves the right to refuse the request for access outside of general hire times.

Observation of the allocated booking times is important to avoid clashes between the various hirers who use the facility. The facility must be vacated on or before the agreed time. All hirer's are required to comply to the agreed occupancy times as determined in the application for facility hire process. Hirer's not adhering to this condition may forfeit the bond or may incur charges for the additional facility use at an amount up to the full commercial rate applicable at the time.



3.9 Parks and Gardens

Council controlled parks and gardens are only available for bookings between 6.00am and 8.00pm unless special permission is granted by the delegated authority.

Parkland is public property and cannot be hired for exclusive use. Hirer's who make a booking in parklands must be of the understanding that the parkland must remain available for other members of the public to utilise during the booking times and making a booking does not grant exclusive use of the parkland. Public access and use of the park facilities must be maintained at all times, in particular, pathways and bicycle routes.

Council makes reasonable effort to prepare parklands for functions, events and public use. However, council cannot guarantee the park will remain in the same condition between preparation and the day of the event.

4. Fees and Charges

Fees and charges are set by council as part of the council's annual fees and charges review and may only be reviewed by written application presented to council for formal resolution. Fees and charges are set per financial year.

Details of fees and charges can be found on council's website – [Adopted Fees and Charges Schedule](#)

Final calculation of fees required for payment to confirm a facility booking will be communicated to the hirer. Council reserves the right to alter all fees and charges at any time without prior notice to the hirer.

All charges for hire and services must be paid to council within ten (10) business days from receipt of fee advice as stated in [section 3.2](#). All hire fees and bond payments must be completely reconciled by the hirer prior to access being granted to any council facilities. If payment is not made within the designated timeframe, outstanding fees will result in cancellation of the booking.

4.1 Hire Fees

Hire fees are calculated based on the details provided in the application for facility hire. Hire fees can be subject to facility location, activity types, hirers business structure, dates and duration, and service requirements.

Refund of fees or charges paid by the hirer as a result of a booking cancellation are subject to conditions outlined in [section 6.1 – Refunds](#).

4.2 Bonds

Bonds are required for the hire of any council facility or equipment. Bonds serve as a security against damages and are a refundable amount. Under no circumstances will bond fees be waived. Bonds are still required to be paid even with an approved fee waiver application. See [section 5](#) for information pertaining to *Applications for Fee Waivers*.

No GST is payable on bonds if the full bond is refunded. GST is payable on the amount of any bond money forfeited.

4.2.1 Return of Bond

Bonds will be reimbursed after the booking completion subject to all General Conditions of Hire being met. A request shall be forwarded to council's finance department for release of the bond. 14 days should be allowed for processing of the request.

4.2.2 Withheld/Forfeited Bond

Council reserves the right to hold or forfeit bond monies until General Conditions of Hire are met and to compensate costs incurred due to repair/replacement of items damaged as a result of the activities related to the event staged. See [section 8.1](#) for information pertaining to *Damages and Repairs*.

Council reserves the right to hold or forfeit bond monies until additional hire charges for extended usage times (beyond originally confirmed hours) are received.



Additionally, the bond will be withheld or forfeited until such time arrangements for cleaning and/or other associated services are made or to compensate for costs incurred for repair and restorative services as a result of activities related to the event staged. See [section 8.2](#) for information pertaining to Cleaning.

4.3 Fee Estimates

Fee estimates are not an official quote for payment required. Estimates are provided for **guidance only** and are subject to change upon application assessment.

5. Application for Fee Waiver Requests

Applications for fee waivers may be made to council. Applications are processed by the Event Assistance Grant panel and will be assessed by the appropriate delegate in accordance of Central Highlands Regional Council [Event Assistance Grant Program Guidelines](#).

Applications must be made through the correct process. Application submissions that do not align with the conditions of the guidelines will be refused on receipt and returned to the customer with clarification of refusal or for resubmission. Council reserves the right to accept or refuse any applications in accordance with the aforementioned documents.

6. Booking Cancellations, Refusals, Restrictions and Revocations

Should you wish to cancel the booking after it has been confirmed, please notify council immediately. Cancellations at the hirers discretion must be made to council with maximum amount of notice as possible as to minimise loss of potential income for the hire of the venue. Cancellations must be made a minimum of thirty (30) business days prior to the confirmed usage date to ensure no monies paid are forfeited.

6.1 Refunds

If council need to cancel a booking for any reason outside of the hirers control and cannot provide a suitable alternate venue, then all fees and charges paid will be refunded in full.

If the hirer requires to cancel a booking the following rules apply from the confirmed date of use:

- Less than fourteen (14) days' notice of cancellation of booking – full amount paid of hire fees will be forfeited
- Between thirty (30) and fourteen (14) days' notice of cancellation of booking – 50% of hire fees paid will be forfeited
- More than thirty (30) days' notice of cancellation of booking – full refund of hire fees paid
- Bonds monies paid will be refunded for all booking cancellations

No refunds of fees paid will be given to those hirers who finish their event prior to the scheduled conclusion time.

6.2 Required Agreements between Hirer and Council

Council and the hirer will agree as follows:

The Community Recreation and Facilities business unit may revoke or discontinue permission granted at any time by giving the hirer notice in writing, whereupon the permission granted to the hirer shall be at an end but without prejudice to any right or remedy of council by the hirer of this agreement. That if at any time –

- i. The conditions detailed and on the part of the hirer to be performed or observed are not met; or
- ii. There is a likelihood that damage may be caused to the facility; or
- iii. The organisation advertising for or the manner in which any performance or use is being conducted (or proposed) to be conducted is of scandalous, libellous or obscene character.

Council reserves the right at its sole discretion not to approve any application or to cancel the agreement at any time for breach of policy or procedure.

Failure to comply with the requirements set out in this document will be regarded as a breach of agreement, giving council the right to cancel all or any such future bookings.



6.3 Refusals/Cancellations by Council

The refusal of use of a facility in any case may be authorised by the Community Recreation and Facilities business unit at their discretion.

Additionally, council reserves the right to cancel any bookings,

- i. Should the facility be required for the delivery of essential or emergency services in response to natural or other emergencies,
- ii. For maintenance and repair works,
- iii. As a result of a hirer's breach in contract; or
- iv. Regular users fail to use their allocated space for a period of 2 or more consecutive weeks without notification being given to council as to the reason for non-use.

Notwithstanding that the booking of the venue may have been entered into in accordance with these conditions and that the hire charge may have been paid, it shall be the power of the Community Recreation and Facilities business unit to cancel a booking where it is deemed appropriate to do so and refund the hire charge to the hirer.

Council reserves the right to restrict use of its facilities for activities such as but not limited to:

- Birthday parties
- Conduct of private business
- Trade shows
- Any other event or function, at its absolute discretion.

6.3.1 Revoking or Discontinuing Permission Use

That if at any time,

- i. In the opinion of the Community Recreation and Facilities business unit, the facility is not in condition suitable for use by the hirer at any date or at any time previously requested
- ii. There exists an emergency due to an actual imminent occurrence that causes or threatens to cause loss of life, injury or distress to persons or threatens the safety of any person or destruction of or damage to property
- iii. The facility is required, requisitioned or resumed for the purpose of a government or public authority for any public use
- iv. The use of the facility is prohibited, obstructed or hindered in any other occurrence;

then council may revoke or discontinue the permission granted in respect of any such day or time by giving notice to the hirer. Upon receipt of such notice, the permission granted shall be at an end and council shall repay to the hirer all sums previously paid for hire of the facility. Should the hirer have used the facility for any period, then at the discretion of council, an amount apportioned to the balance may be repaid by council.

7. Insurance

7.1 Casual Hirers Liability Insurance

Council holds an insurance policy for Casual Hirers Liability Cover. Casual Hirers Liability Cover is unique in that it covers the liability of an uninsured ad hoc or casual hirer of council facilities and in doing so provides council protection in the event of personal injury or property damage occurring on council premises. The policy is held by council (not the third party casual hirer) and the cover only extends to the liability of the hirer in circumstances where:

- The relevant criteria outlined below is met; and
- Council considers the casual hirers to be appropriate with respect to the nature of the hire and the risks associated with same.

What is a 'Casual Hirer'?

A casual hirer is defined to be an individual or a group who enters into an agreement for use of a council facility, where that individual or group:

- Is non-commercial,

- Is not incorporated,
- Is not involved in high risk sports; and
- Hires a council facility no more than 12 days per year.

The hirer of the facility shall not knowingly do anything which may invalidate the conditions of any insurance policies held by council and shall immediately cease any event which has the effect even if not instructed by council.

7.2 Public Liability Insurance

Council requires the below hirers hold Public Liability Insurance for a minimum cover of \$20 million in respect of personal injury and property damage as a result of activities undertaken by the hirers. The hirer must provide evidence of Public Liability Insurance cover in the name of the person/company who is making the booking, otherwise they are to be listed as an interested party. A certificate of currency must be provided to council at the time of application.

- Incorporated bodies (including clubs)
- Sporting and Recreation clubs
- Associations (including not-for-profit organisations)
- Hirer's who impose a fee or charge, even if no profit is made or profit is donated to charity
- Casual hirers who have hired/intend to hire any council facility for more than 12 days of the year.

The hirer shall be liable for, and will indemnify council against, any claim, loss, damage or injury to any person or property arising from the hire of the venue.

8. Facility Condition and Damages

8.1 Care of Premises

The hirer is responsible for proper cleaning of all areas of the facility and for loss or damage to the facility or equipment. Hirers are also responsible for any equipment provided by external providers engaged by the hirer for the event such as caterers, musicians, decorators, party hire etc. and agree to indemnify council of any loss or damage to external providers property.

The hirer is required to ensure that any activity conducted at the facility does not pollute the environment or be contrary to legislative requirements in regard to the environment.

8.2 Damages and Repairs

Any damage to the facility or personal damages must be immediately reported to council. Hirers not reporting damage or faults will be held responsible for the repair of the goods. The hirer will be responsible for any expenses in connection with repairs, security and improper use of equipment (including keys) as a consequence of the booking.

All repairs and maintenance will be organised and managed by council.

If any damage is incurred to the facility during hirers occupancy times, council's assessment of the damage shall be final. Council reserves the right to determine the cost of any damages, repairs or equipment replacement required. Council reserves the right to bill the hirer for additional costs. Council may withhold bond, or the hirer may forfeit the bond to compensate costs incurred due to damages.

8.2.1 Fields and Open Spaces Damage

The hirer is liable for any damages caused to fields and open spaces, including irrigation. If significant damage is caused to any lawn or playing surface, remediation will be at the cost of the hirer and is to be repaired in consultation with council officers. If users fail to comply, council reserves the right to withhold the bond.

8.3 Cleaning

If councils cleaners are required to perform additional cleaning outside of which is normally expected as a result of the activities performed by the hirer, an additional fee will be imposed, and the hirer may forfeit bond monies as a result. Additionally, council reserves the right to request the hirer return to the facility and perform cleaning requirements and withhold the bond until the facility is of a suitable standard.

- Hirers are required to leave the facility in a clean state at the conclusion of their booking.
- All garbage is to be bagged and placed in appropriate bins available outside the facility.
- All equipment and furniture are sanitised and to be stored neatly in their appropriate storage locations.
- Tables and chairs are to be sanitised and stored in the appropriate storage locations.
- Kitchens and bathrooms are to be cleaned and sanitised. Consumables such as toilet paper & paper towels are to be replenished from the facility storage where appropriate to do so.
- Floors are to be swept, vacuumed and mopped where required. The facility is to be left presentable for the following hirer.
- Hirers who wish to engage an external contractor to complete facility cleaning must communicate with council as to engage a contractor adequately inducted to perform work on council premises.
- Bookings must incorporate pack-up and cleaning schedules in the requested hire times.

8.4 Floor Surfaces and Grounds

- No substances that may alter the surface may be placed on the floor
- Furniture and equipment must be carried and not dragged

8.5 Prohibited Substances/Articles

The following items are prohibited from council facilities:

- No permanent or semi-permanent structures are to be erected in or on the facility
- Any type of firework or flammable substances, unless special permission is granted by delegated authority
- Any chemical substance deemed toxic or dangerous
- Chewing gum in any indoor facilities
- Illegal and illicit substances

9. Control Measures for Council Owned Facilities

9.1 Administration

The general administration and control of the facility is vested in the Community Recreation and Facilities business unit who shall exercise absolute discretionary powers for the good order and control of such facility.

9.2 Lost Property

Authorised officers of council are the only persons permitted to enter, examine and search the facility for lost property left behind by any hirers. All articles found in any part of the venue shall be retained until property is claimed and/or restored to the owner, on the production of satisfactory proof of ownership. Property will be retained for a period of three (3) months. If items are left unclaimed after attempts have been made to seek out the property owner, items will be disposed of.

9.3 Property


The hirer is not permitted to remove or relocate any property or items in the facility not belonging to the hirer, without written consent from council.

9.4 Access & Security

9.4.1 Keys

Keys are issued at Customer Service Centre's. Details of key issue will be recorded in the Key Register. Keys will be signed out when taken and signed in when returned. Keys will not be issued if the booking has any outstanding hire or bond fees.

- A key deposit is required unless otherwise directed by council. If additional keys are required for the event, an additional key deposit is required to be paid.
- Under no circumstances are copies to be made of councils facilities keys.
- Keys are to be used only by the approved/nominated users on confirmed days and bookings times.
- Misuse of keys could result in users being prohibited from future hire of council facilities.
- Keys are to be returned to Central Highlands Regional Council, by 9.00am on the next business day after the facility usage date or final scheduled booking date. Failure to meet this timeline may



result in the forfeit of the Key Bond. Further monetary penalties will be incurred if failure to return keys extends to 14 working days or more, beyond the final scheduled booking date.

9.4.2 Vehicle Access to Parklands

No vehicles are permitted to be driven or parked on council parks and gardens other than on the designated roads and local car parking area/s. Special access arrangements for bridal vehicles/hire company ONLY may be granted by the delegated authority. Should there be a requirement for vehicle access, ensure the 'Vehicle Access' section of the hire application is completed in full.

9.4.3 Security

Security & access information will be provided only once the hiring and bond fees have been paid in full. An induction to the facility may be requested from the hirer by making an appointment with council.

The hirer is responsible to ensure all external exits are secured and locked before vacating the facility. Costs incurred for security call outs as a result of failure to lock and secure all entry points at the conclusion of a booking will be deducted from the bond.

Council reserves the right to instruct hirers to arrange security for their event, at the hirers cost. The hirer is responsible for arranging their own licenced security for an event. Company details of the engaged security personnel must be supplied to council prior to the event.

9.4.4 Council Entry

Any council officer, authorised officers or contractor of council shall, upon presentation of appropriate identification, be entitled access to every part of the building. Hirers agree to abide by the directives of those officers.

Council reserves the right to periodically inspect activities at facilities to ensure the principle of use is being applied and that the fees charged to participants are consistent with what the hirer states within the application for facility hire.

9.5 Behaviour and Conduct

The hirer shall ensure that the facilities hired are used in a properly, orderly and lawful manner and will not permit or suffer riotous, disorderly or improper conduct in the facility. The hirer will ensure there are no acts, matters or activities conducted during occupancy times which may injure or tend to injure the reputation of council or cause a nuisance or annoyance to others.

9.5.1 Disorderly Conduct

The hirer is obliged to take reasonable steps to ensure that no spitting, obscene or insulting language or disorderly conduct or damage to property occurs in or to any part of the facility during occupancy times.

Hirers are responsible for all attendees of their event and will be held responsible for their actions and the actions of the patrons in attendance. The hirer shall be responsible for removing any person who is affected by liquor or guilty of riotous, disorderly or improper conduct.

Reports of disorderly conduct during a booking will result in an investigation of the hirer conducted by council and may result in disciplinary action.

9.5.2 Police Attendance

Council reserves the right to instruct hirers to register their event at the facility with the Queensland Police, Party Safe Registration to assist in minimising the risk of unacceptable behaviour occurring in, or around the facility during the event. Proof of registration of the event with the Queensland Police is to be produced upon request.

For registration details please visit [Queensland Police - Register Event or Party Safe](#) or call 13 14 44.

Reports of illegal activity will be made immediately to the police for action. An investigation will be made of the hirer by council following any reports of illegal activity and may result in disciplinary action.



9.5.3 Adjoining Residents and Noise

The hirer is responsible for ensuring any event or activity being held at the facility does not unduly impact on adjoining hirers and residents, for example, excessive noise and/or privacy. Hirers that use music as part of their activity must have their doors closed to minimise noise interference.

The level of noise emissions from any band, orchestra, musical instrument, DJ or activity within the facility shall not exceed normal background noise level when measured at the nearest boundary of any residential property.

Hirers must cease all music and noise making activity by 12.00am. The hirer must ensure the facility is vacated in a quiet and orderly fashion with minimal noise and unruly behaviour in consideration of nearby residents.

Failure to comply with any official request to reduce noise will result in immediate cessation of the hire.

9.5.4 Theft

Council or its staff are not liable for any loss or damage sustained by the hirer, or any person or firm supplying any article to the hirer. Any suspected theft should be reported immediately to Queensland Police and council.

9.6 Children at Facilities

All children attending the facility are the responsibility of the hirer, parent(s)/guardian(s) and or/ appointed carers and must be supervised at all times.

9.7 Smoking & E-Cigarettes

Council endorses a 'smoke free' policy for all indoor areas of the facility. Smoking & E-cigarettes inside the facility are prohibited. Any smokers using the outside area must use a smokers tray and must not smoke within 5 meters of the entrance to any buildings. Outdoor facilities have designated smoking areas.

9.8 Animals

Animals are not permitted at any indoor facility unless the purpose of the facility otherwise permits animals or approval has been obtained from council. Exceptions that do not require any approval include guide dogs, carer/service animals and official animals e.g., police dogs.

9.9 Stabling Conditions

All livestock that are being stabled at a council owned facility must also apply for a 'livestock permit'. This application is only valid for seven (7) days. An additional application must be made a minimum of twenty-four (24) hours before the expiration of the first permit. Permits must not exceed a maximum of fourteen (14) days. Applicants will be limited to two (2) permits per calendar year. Failure to comply with this permit will result in council impoundment of animals and a non-compliance infringement charged at the current financial year rate – *Subordinate Local Law 2 Schedule One Section 5-4(a)* will be issued.

Strictly no stallions are to be stabled at any council facility at any time. All stables are to be raked and tidied and any damages must be reported to the on-duty caretaker or council.

Council will not be held liable for any damage caused by or to livestock.

9.10 Camping on Showgrounds

Camping on showgrounds is not permitted unless with resting livestock or for an event with a valid booking. Campers must clean up after themselves and adhere to the booking requirements of the showground facilities. All applicable fees and charges must be paid prior to camping at the grounds.

9.11 Utilities

Council is not responsible for making alternate provisions for utilities should there be any restriction to supply imposed by the provider. E.g., gas, electricity or waste services.



9.12 Performing Rights

The hirer shall not produce at the facility, any dramatic or musical work in infringement of copyright or performing rights. The hirer is responsible for obtaining correct rights to perform such acts and agrees to indemnify council against any claim for breach of copyright.

9.13 Promotional and Advertising Material

Council reserves the right to insist all marketing, advertisement and promotional material for events in council facilities are either created by council officers or approved by council prior to release to the public. The hirer is to ensure that any marketing or promotional material that contains the name of the facility and/or councils name, are printed and distributed in a responsible manner and that any information within this material is consistent with the General Conditions of Hire.

9.13.1 Use of Council Name and Logo

The hirer is to seek special approval before using the council name and/or logo in its promotional material.

9.13.2 Advertising

Notice boards at the facility are provided for general use. No commercial advertising material may be placed on the notice boards without council approval. Council reserves the right to remove material from notice boards and as such does not endorse the views portrayed in the removed material. If council is of the opinion that any notice exhibited is for any reasons unsuitable or inappropriate, the author may be required to either remove or alter the device in question.

10. General Conditions of Council Owned Facilities and Equipment Usage

10.1 Setting Up and Packing Down

The hirer is responsible for all setting up, packing and return of equipment to storage after event. Appropriate time allocation for set up and pack down must be allowed for in booking times.

10.1.1 Closure Procedures

The hirer will be responsible for:

1. Washing, drying and stacking in the appropriate place all of the glassware, crockery and utensils used during the function.
2. Wiping clean and stacking tables and chairs in their respective positions.
3. Kitchen & bar areas must be left in a clean and tidy condition after use including the refrigerator being emptied of all perishables and cleaned out. The stove, oven and sinks be wiped and cleaned, all benches be sanitised and any spills on floor surfaces are cleaned up.
4. All taps are turned to off position.
5. All lights (including those in toilets and kitchens), urns, fans, air-conditioning and appliances are turned off.
6. All doors and windows are closed properly, locked and that the security system is rearmed where applicable. Failure to follow these procedures will incur standard security call out fees to secure the building which may be deducted from the bond.

10.1.2 Removal of Hirer's Possessions

The hirer will remove from the facility all scenery, curtains, props, food and beverage items, goods and effects of the booking immediately after each activity and within agreed occupancy times. Any hirer not complying with this requirement will be liable for additional charges in respect of a further period of hire at the scheduled rates and/or costs incurred by council in their removal.

10.2 Event or Activity Staging

10.2.1 Temporary Fixtures and Decorations

Stage property, appliances or decorating materials brought into the facility must have the consent of council. Helium balloons are to be weighted and are not permitted to float free in the facility. These, together with any other appliances or fittings, are to be removed from the facility as noted in section [10.1.2 – Removal of Hirer's Possessions](#).



All electrical equipment brought into the facility must be appropriately tested and tagged in accordance with electrical safety regulations.

The floors, walls or any other part of the facility must not be broken or pierced by nails, screw or other contrivances, nor by any writing, printing, painting or other decorations made on the walls. No stage, scenery, fitting, decorations, posters shall be fixed, hung or displayed in or upon the building without the previous consent of the council.

The hirer shall at their own expense provide such protective apparatus and appliances as may be directed by council, in order to comply with the relevant statutory requirement of those of the council insurers. Items such as smoke machines or similar will need to be pre-approved by council and will be assessed on a case by case basis also considering the specific facility being booked.

10.2.2 Confetti

Confetti and rice are not permitted in parks and open spaces however, rose petals and organic matter (leaf confetti) are allowed in place of confetti and must be cleaned up after the event.

10.2.3 Lighting

No variation to the lighting shall take place without prior approval from council. If any alterations are made to the configuration of the lights, they are to be returned to the original configuration.

10.3 Maximum Capacity of Facilities

Maximum number of persons allowed in the facility varies according to the facility, room size, use and type of function. The hirer is responsible for ensuring the numbers of persons does not exceed the facilities capacity.

10.3.1 Passageways and Obstructions

The hirer shall ensure that the facility is not overcrowded and that all emergency exits, passageways and corridors remain free from obstructions.

10.4 Consumables

Each hirer will provide their own tea, coffee, sugar, biscuits, detergent, garbage bags, cleaning products etc. Council is not responsible for providing any consumables for hirers bookings.

10.4.1 Beverages

The hirer shall notify council of any alcoholic beverage of any kind proposed to be brought into the facility. Alcoholic beverages are to be distributed in cans or plastic where practicable.

If it is the intention of the hirer to sell liquor to function attendees, an appropriate liquor permit must be obtained from the Queensland Government Office of Liquor, Gaming and Racing. Apply for a permit by visiting [Office of Liquor, Gaming and Racing](#) or calling 1300 072 322. Once you arrive at the 'Council Endorsement' section please email the application number, first and last name used on the application and email address used to lodge the application to enquiries@chrc.qld.gov.au. You will be advised when you are able to proceed to payment by logging back into your application.

No drink carriers or devices which may damage the floor, may be used in the facility.

Hirers of the facility must take care to avoid spillages. In the event that a spillage occurs, the hirer shall be responsible for the cleaning of the area.

In accordance with Australian laws, underage consumption of alcohol and serving alcohol to intoxicated persons is not permitted. Persons serving alcohol must hold a current 'Responsible Serving of Alcohol' (RSA) certificate.

10.4.2 Beverage Containers on Showgrounds and Open Spaces

Beverages on showgrounds and open spaces must be consumed from either plastic cups and/or cans. Glass receptacles are prohibited in showgrounds and open spaces.

10.4.3 Catering and Food Preparations

All hirers must adhere to Environmental Health regulations and ensure that relevant permits are obtained prior to the function. Council reserves the right to request copies of permits be provided prior to confirmation of a booking.



All activities involving food handling and/or preparation must comply with the *Food Act 2006*. All licensable food businesses must hold and display a current Food Licence under the *Food Act 2006*. Both licensable and non-licensable food businesses (including not-for-profit activities) must comply with food safety requirements under the *Food Act 2006* and Food Safety Standards.

For further information or advice regarding licensing requirements and food safety matters, please contact councils Environmental Health team.

Hirers and caterers shall not bring or permit any additional cooking appliances for use in the facility kitchens unless prior approval has been received from council.

10.4.4 Vendors, Service Providers, Servants and Agents

Hirers are to be of the understanding that they are legally liable for any external providers engaged to conduct business in conjunction with the hirers function. Council is not responsible for external providers engaged by the hirer. Hirers are responsible for ascertaining providers are conducting their business lawfully and have obtained all appropriate permits and documents to be able to perform their business activities. Council reserves the right to request a full list of providers who will be operating at the function and reserves the right to request copies of any relevant business information.

10.5 Parking

During the hire no vehicles are to obstruct access to the facility, or any neighbouring facilities and all parking must comply with parking sign requirements. An event management plan including a traffic management plan may be required to be submitted for larger events.

11. Risk Management

11.1.1 Accidents, Injury and Incidents

All accidents, injuries and incidents must be reported to council within 24 hours of the event occurring. Any accident, injury and incident that results the involvement of emergency services must be reported immediately to council by calling 1300 242 686.

The hirer is required to:

- Ensure all spillages on floors are mopped and cleaned with appropriate signage to prevent any slips, trips or falls.
- Familiarise themselves in regard to any safety requirements or instructions and to ensure patrons using the facility adhere to safe practices and comply with specific safety requirements for the facility.

For safety reasons, children are not permitted in the kitchen and bar areas.

11.1.2 Queensland Building Fire Safety Regulation 2008

All persons hiring a facility are to comply with the Queensland Building Fire Safety Regulation 2008.

A summary of key compliance requirements include:

- Evacuation routes are not to be obstructed, including the fire exit from the facility.
- Any door along the evacuation route is not to be locked during the use of the facility.
- The number of persons at the hirers part of the facility is not to exceed the recommended maximum number.
- Where fire extinguishers and/or fire hose reels are installed at the facility, access must remain clear and free from any obstruction. Deliberate misuse of any fire service equipment will result in the forfeit of the bond and may attract a penalty.

11.1.3 First Aid Kits

First Aid Kits are not available at the facility for hirers use. It is the responsibility of the hirer to ensure they have a suitable First Aid Kit in their possession whilst they are in use of the facility.



11.1.4 Defibrillators

Defibrillators can be located at select facilities. Defibrillators must only be used in the event of an emergency and instructions provided with the equipment must be followed at all times.

12. Council's Indemnity

The hirer and council will agree as follows:

The hirer will use and occupy the hirers part of the facility at the risk of the hirer, and the hirer will release the council, it's officers and contractors from all actions, claims and demands of every kind resulting from:

- i. Any accident, loss, damage or injury to any person or property occurring on the facility whilst occupied or used by the hirer or by any property servant or agent of the hirer; except where actions, claim or demand is a result of the negligence or omissions of the council, its employees, contractors or agents;
- ii. Any loss or damage is suffered by any person or persons arising out of the exercise by the council and its officer(s), servants or agents of any right or discretions pursuant to the Hire Agreement, except where actions, claim or demand is a result of the negligence or omissions of the council, its employees, contractors or agents;
- iii. Any accident, loss, damage or injury to any person or property arising out of the use of the equipment provided by council pursuant to the Hire Agreement, except where actions, claim or demand is a result of the negligence or omissions of the council, its employees, contractors or agents;

The hirer will indemnify the council from and against all actions, claims and demands of every kind which the council or its officer(s), servants, agents or contractors shall or may be liable for in respect or arising from any incident, loss, damage or injury to person or property by reason of anything done or omitted by the hirer or their servant or agent for which the hirer is legally liable. The hirer will only provide this indemnity for matters arising from negligent acts or omissions of the hirer, or their servants or agents.

Any right and powers of the council under any of the provisions of the application for facility hire shall not be deemed to impose upon the council any responsibility for selection of the work or works proposed to be performed or being performed on the facility at any time.

13. Breaches

Any hirer, user group or person committing a breach of the conditions for facility hire are liable for their actions and may result in an investigation of the hirer conducted by council which may result in disciplinary action including instant refusal of future access to the facility.

14. Grievances and Dispute Resolution

If any dispute arises between the hirer and council in respect of this agreement, either party must give written notice of the dispute to the other party. The parties must then take all reasonable steps to resolve the dispute.

If the dispute remains unresolved and council considers that the hirer has been and continues to be in breach of the agreement the council will immediately end this agreement without notice.

If in the event any disputes arising as to the interpretation of these conditions, or of any matter contained therein, the decision of council shall be final and conclusive.

Any function/event of any kind shall be subject to the terms and conditions of the agreement which it shall be taken as read and understood by the hirer upon the signing and acceptance on Application for Facility Hire, or by accepting the terms and conditions of hire through councils online services.

15. Conditions of Hire

This document serves as the general conditions of hire for council facilities. Council may alter or extend these conditions at any time. Council may also impose additional conditions that need to be abode by on a case by case basis of hire.