

# FACILITY HIRE



## Terms and Conditions

Council is the Trustee or registered owner of the facility and grants the hire of the facility subject to the following terms and conditions. Please carefully read before signing any associated documentation.

### 1. APPLICATION

The right to use the facility is subject to the Council receiving an application in the required form signed by the proposed hirer undertaking to comply with these conditions.

**This application needs to be lodged to Council two (2) business days prior to the hire of the facility. Tentative bookings will only be held for ten (10) business days.**

A hire application will not be confirmed until the fee is paid, and if applicable, the bond paid.

### 2. SECURITY BOND

A security bond in accordance with the fees and charges schedule prepared by the Council shall be paid by the hirer at the time of booking as a guarantee of fulfilment of these conditions, and as security against damage to the building or any fittings and furniture contained therein, and for any cleaning arranged by the Council resulting from the hirer's use of the premises.

The hirer can supply credit card details, cheque or cash for the holding of the bond amount.

If there is no breach of the conditions of usage or damage to the building or any fittings and furniture therein or abnormal cleaning the bond amount will be refunded. In the case of a bond deduction being necessary Council will not refund any amounts paid.

**In order to secure the refund of the bond paid, the hirer will undertake the following works/comply with the conditions 4, 5, 6, 7 and 8.**

### 3. HIRE FEES

Hire Fees shall be in accordance with the schedule prepared by the Council from time to time and shall be payable prior to collecting the keys and holding the function.

### 4. KEYS

If necessary, the hirer will collect the keys for the facility from the front counter of Council's office the day prior to the date required between the hours of 3:30pm and 4:00pm Monday to Friday.

The hirer will return the keys to Council's office from where the keys were collected, by 10:00am on the first business day following the function.

### 5. CLEANLINESS AND EXIT REQUIREMENTS

The hirer is responsible for leaving the premises in a clean and tidy state, and shall immediately remove all rubbish, refuse and waste matter. Any cost incurred by Council in cleaning the premises resulting from the condition in which the hirer left the premises shall be recoverable from the hirer.

The hirer will undertake the following works/comply with the following conditions to the satisfaction and approval of Council:

- Sweep out the building and toilets. Mop slips and spills
- Neatly stack all chairs inside the building and place in designated location
- Neatly place all tables inside building and place in designated location
- All bins to be emptied and rubbish removed from the facility
- Bar/Kitchen areas:
  - All empty bottles and cartons to be removed from the facility
  - Fridge to be wiped inside and out and left in a clean condition
  - Bar area and table-tops to be wiped
  - All broken glass disposed of
  - All food scraps and other rubbish to be removed from the building and not left in the rubbish bins outside
- All toilets to be left in a clean condition
- All lights to be turned off with the exception of security lights and exit lighting
- All fans and air conditions to be turned off
- All doors and windows to be locked

- All decorations to be taken down and disposed of
- Signs, posters and equipment if removed to be replaced
- Stage areas if used to be swept and left clean and tidy

## 6. DAMAGE

The hirer is NOT permitted to attach anything to the ceiling or walls.

The floors, walls, curtains or any other part of the building or any fittings or furniture shall not be removed, broken, pierced by nails, screws, pins, staples or hot glued, or in any way damaged.

All missing stock, breakages or damaged property to be reported to Council.

Tables, chairs and other hall equipment are NOT to be removed from the facility.

The hirer shall accept full financial responsibility for damage to Council property except for normal wear and tear.

## 7. FACILITY INSPECTION CHECKLIST

The hirer will complete the facility inspection checklist as documentary evidence that they have conducted pre-event and post-event inspections and will return the completed form with the keys.

## 8. USE OF FACILITY AFTER ENGAGED TIME

If the area is not vacated by the nominated time, the hirer shall forfeit the entire bond. Every consideration must be given by people using and vacating the area to the residents who live nearby in regard to minimising noise and unruly behaviour.

## 9. CANCELLATION OF BOOKING

Any cancellation of a booking for the hire of the premises shall be made at least 24 hours prior to the date of the function otherwise a cancellation fee of 50% of the hire fee will be levied.

## 10. INSURANCE

Council is indemnified against all claims and injury to persons or property resulting from use of the facility.

Council has in place a Liability Insurance cover for casual hirers of Council facilities at no cost to the casual hirer provided they complete the Casual Hirer Insurance form.

A hirer, (other than a casual hirer), shall take out and keep current during the period of hire, a Liability Insurance Policy, insuring for a sum of not less than

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ten (10) million dollars for minor event or twenty (20) million dollars for a major event indemnifying the hirer against all actions, costs, claims, charges, expenses and damages whatsoever which may be brought or made or claimed against the hirer arising out of or in relation to the hiring arrangement.

Proof of this Policy must be by way of a Certificate of Currency which must be annexed to this agreement, and form part of the agreement. Council requires the Policy to note Council as an 'Interested Party'. Council must receive this proof of cover to progress the hire application.

## 11. IDEMNITY

The hirer agrees to indemnify, and keep indemnified, and to hold harmless the Council, its servants and agents, and each of them from and against all actions, costs, charges, expenses and damages whatsoever which may be brought, or made, or claimed against them, or any of them, arising out of, or in relation to the hiring engagement.

## 12. ACT AND REGULATIONS

The hirer shall conform 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.

## 13. OBSTRUCTIONS

The hirer shall comply in every respect with Legislation, Codes or Australian Standards with regard to public buildings for the prevention of overcrowding and obstruction of gangways, passages, corridors, or of any part of the building. Any person causing an offence against such regulations shall be removed from the building.

## 14. PERMISSION TO OCCUPY

The hirer shall only be entitled to the use of the particular part or parts of the building hired on the date set out in the schedule to the application and the Council reserves the right to permit any other portion of the building to be hired for any other purpose at the same time.

The right conferred on the hirer shall be a permission to occupy and shall not be construed as a tenancy. Nothing contained in these conditions shall confer on

a regular hirer the right to exclusive possession and the Council may at its discretion allow other individuals and groups to have casual use of the premises.

## **15. ASSIGNMENT**

Hirers that are granted permission to use the facility shall not assign the right of use to any other person, organisation or body.

The hirer must be on site during the hirer period.

## **16. ADULT SUPERVISION**

Hirers under the age of 21 years must have the Application Form referred to in Clause 1 completed by an adult who will be supervising the function. The person completing the Application Form and whose signature appears on the same is subject to these terms and conditions.

## **17. COOKING**

External cooking equipment, such as a barbeque, Weber, smoker, charcoal grill, pizza oven, is not permitted to be used inside at any Facility.

## **18. ELECTRICAL EQUIPMENT**

The hirer shall not use any electrical equipment in the facility that overloads the cable switchboards or sub-boards through which electricity is conveyed to or through the facility. All electrical appliances or equipment brought in by the hirer must be tested and tagged by a qualified person.

## **19. TOILETS**

The hirer will be responsible for the provision of toilets if there are no toilets available at the facility, or there are insufficient toilets available at the facility or the toilets provided are out of commission. The type and number of toilets will be determined by Council as necessary.

## **20. SEATING ARRANGEMENTS**

Council staff will not accept responsibility for the setup of the facility.

## **21. SEATING CAPACITY**

The maximum seating capacity for functions in Council facilities is to be adhered to.

## **22. POLICE**

The hirer shall, when so directed by the Council arrange for police attendance.

## **23. GAMBLING**

No game of chance, at which either directly or indirectly money is passed as a prize, shall take place in any part of the premises, with the exception that this clause shall not prevent the hirer using the premises for games of bingo or equivalent, providing relevant permits have been obtained.

## **24. TERMINATION**

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 premises and the hirer shall immediately vacate the premises and the security deposit shall be forfeited to the Council.

## **25. THEFT**

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 article 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.

## **26. REFUSAL TO GRANT HIRE**

The Council reserves the right to refuse the hire of the facility to individuals and/or groups as it sees fit. The hirer hereby agrees in such case to accept the same and shall be held to have consented to such cancellation and to have no claim at law or in equity for any loss or damage in consequence thereof.

## **27. GOOD ORDER**

The hirer shall be responsible for the full observance of these conditions and for the maintenance and preservation of good order in the building throughout the whole duration of the period of use.

No spitting, obscene or insulting language or disorderly behaviour or damage to property shall be permitted in any part of the building.

## **28. PIANO**

Council's piano must not be moved and no piano shall be brought into the building without the permission of the Council. Any authorised movement of pianos shall be done under the supervision of the facility-keeper. If a movement of the piano is authorised the cost of such retuning shall be paid by the hirer.

## 29. SIGNAGE

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, without prior consent of the Council.

## 30. DECORATIONS, STAGE FITTINGS

The hirer must ensure that any stage equipment, furniture, decorations, electrical lighting or articles of similar nature brought into the building cause no damage to the facility. All such articles and property together with any catering appliances or fittings shall be removed by the hirer at the end of the function.

## 31. SMOKING

Smoking is not permitted in any Council building, site or within 5m of public entrances including bathrooms and kitchens. If any smoke alarms are activated during occupancy of the venue and the Queensland Fire Department is required to attend, the hirer will be liable for any call out fees.

## 32. LIQUOR

The hirer will ensure that the Council has been informed in advance if alcohol is going to be consumed at the facility. The hirer shall produce to Council prior to the date required any licenses, permits or consents issued by the Liquor Licensing Division or any other Government Agency in respect of the event for the which the event is being hired. Please refer to <https://www.business.qld.gov.au/> for further information.

Mareeba Sports Hall cannot be hired for events that include alcohol (family events, wakes, birthday parties, weddings).

## 33. FREE ACCESS

Any officer or employee of the Council whom the Council may appoint shall at all times be entitled to free access to any and every part of the building.

## 34. PERFORMING RIGHTS

In the case of a dramatic or other performance or concert, the hirer shall not produce, or permit to be produced or performed, any dramatic or musical work in infringement of the copyright or performing right of any owner of such right or rights, and the hirer agrees to indemnify the Mareeba Shire Council against any claim for breach of copyright or any other action.

## 35. DISPUTES

In the event of any dispute or difference arising as to the interpretation of these conditions, or of any matter or thing contained therein the decision of the Council thereon shall be final and conclusive.

## 36. FIRST AID KIT

Council does not equip any of its public facilities with first aid kits. The hirer is responsible for providing their own supplies.

## 37. EMERGENCY EVACUATION PLAN

In the case of an emergency, refer to the emergency evacuation plan displayed in the Facility.

## 38. AFTER HOURS ISSUES

Council will only respond to urgent issues outside business hours.

Keys cannot be collected outside business hours.

If work is undertaken after hours due to fault by the hirer, the hirer will be required to pay for the work undertaken. For example, keys are locked in the facility and a locksmith is called to respond.

## ASSOCIATED FORMS & DOCUMENTS

- *Application for Hall Hire*
- *Facility Condition Checklist*
- *Casual Hirer Form - Liability Insurance*
- *Facility Hire Fees and Charges*
- *Hall Hire and Facilities Emergency Evacuation Plan*
- *Cedric Davies Community Hub (Function Centre) Venue Information*
- *Cedric Davies Community Hub (Function Centre) Conditions of Use*