

Parks or Recreation areas

Conditions of use information

Council is the Trustee or registered owner of the park or recreation area subject to the following conditions of use. Please carefully read before signing any associated documentation.

1. APPLICATION

Applications are only required when the user is requesting the following:

- **Lighting, electricity, water and use of toilets outside of standard operating hours**
- **Use for commercial reasons.**
- **Anything that needs to be pegged into the ground.**

If none of the above are required, no application is needed.

This application needs to be lodged to Council a minimum of **10 business days** prior to the hire of the park or recreation area.

2. KEYS

If necessary, the user will collect the keys for the park 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 user will return the keys to Council's Office from where the keys were collected, by 10:00am on the first business day following the use.

3. CLEANLINESS

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

4. DAMAGE

Where Council incurs costs or expenses in rectifying any damage caused or contributed to by the approval holder or by the conduct of the

approved use or activity, the approval holder will pay the amount of those costs or expenses to Council.

5. USE OF PARK OR RECREATION AREA AFTER ENGAGED TIME

The user needs to consider other people using the park or recreation area and vacate the area when requires to respect the residents who live nearby in regard to minimising noise and unruly behaviour. The use or activity authorised under the approval is restricted to the specified days and times.

6. CANCELLATION OF BOOKING

Any cancellation of a booking for the hire of the park and recreation area shall be made at least 24 hours prior to the date of the function.

7. INSURANCE

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

Council has in place a Liability Insurance cover for casual users of Council parks and recreation area at no cost to the casual user provided they complete the Casual User Insurance form.

A user, (other than a casual user), shall take out and keep current during the period of hire, a Liability Insurance Policy, insuring for a sum of not less than ten (10) million dollars for minor event or twenty (20) million dollars for a major event indemnifying the user against all actions, costs, claims, charges, expenses and damages whatsoever which may be brought or made or claimed against the user 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.

8. INDEMNITY

The user 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.

9. ACT AND REGULATIONS

The user 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.

10. ASSIGNMENT

Users that are granted permission to use the park or recreation area shall not assign the right of use to any person, organisation or body.

The user must be on site during the user period.

11. VEHICLE PARKING

No vehicle parking is permitted on any Council Parks and Recreation area, if required approval must be sought.

12. ADULT SUPERVISION

Users 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.

13. GLASS

The user will ensure that no glass or glass receptacles will be used at the park or recreation area on the date approved.

14. ELECTRICAL EQUIPMENT

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

15. TOILETS

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

16. SET UP

Council staff will not accept responsibility for the setup of the park or recreation area.

17. POLICE

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

18. TERMINATION

If the user 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 park and recreation area, and the user shall immediately vacate the area and the security deposit shall be forfeited to the Council.

19. THEFT

Neither the Council nor its servants shall be liable for any loss or damage sustained by the user or any person, firm or corporation entrusting to or supplying any article or thing to

the user by reason of any such article or thing being lost, damaged or stolen. The user hereby indemnifies the Council against any claim by any such person, firm or corporation in respect of such article or thing.

20. REFUSAL TO GRANT HIRE

The Council reserves the right to refuse the hire of the park or recreation area to individuals and/or groups as it sees fit. The user 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.

The approval holder is not to restrict/deny pedestrian access of the park or reserve.

21. GOOD ORDER

The user 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 area.

22. SIGNAGE

The user will ensure that no signage, flags or decorations are attached to or hung from any tree, structure or building within the park, reserve or foreshore.

23. LIQUOR

Alcohol is prohibited under State Government legislation in a public place.

24. FREE ACCESS

Any officer or employee of the Council whom the Council may appoint shall at all-time be entitled to free access to the park or recreation.

25. 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.

26. RUBBISH REMOVAL

All refuse generated as a result of the function is to be gathered up and disposed of satisfactorily. Any refuse which exceeds the capacity of existing bins in the park is to be taken away. The provision of extra rubbish bins and the servicing of them is the responsibility of the applicant.

27. PERMISSION TO OCCUPY

Council's parklands are public spaces, making a booking and the associated payment does not provide you with exclusive use of the area. If another applicant wishes to use the same area / day as a confirmed booking Council will not take the booking, however Council cannot take responsibility should members of the public decide to use the area without our knowledge.

28. USE OF OTHER COUNCIL FACILITY

Council Community halls and facilities are not for hire under this application and must be hired separately under the Application for Hall Hire.