

# *Mareeba* Shire Council

Parks or recreation areas conditions of hire  
information

## CONDITIONS OF HIRE

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Council is the Trustee or registered owner of the park or recreation area and has granted the hire subject to the following conditions.

1. APPLICATION

The right to use the park or recreation area 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 a minimal of 10 business days prior to the hire of the park or recreation area.

2. SECURITY BOND (IF APPLICABLE)

A security bond in accordance with the Schedule prepared by the Council from time to time 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.

3. HIRE FEES

Should any fees, charges or bonds be applicable to this application, no confirmation of booking or letter of approval will be issued until payment has been made.

4. KEYS

If necessary the hirer will collect the keys for the park or recreation area from the front counter of Council's office prior to the date required between the hours of 8.30am and 4.45pm Monday to Friday. The hirer will return the keys to Council's office from where the keys were collected, on the first business day following the function.

5. CLEANLINESS

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.

6. 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.

7. USE OF PARK OR RECREATION AREA AFTER ENGAGED TIME

The hirer needs to consider other people using the park or reserve 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.

8. 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.

9. INSURANCE

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 ten (10) million dollars for minor event or twenty (20) million dollars for a major event, 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 should note Council as an 'Interested Party'. Until Council receives this proof of cover, permission to use the park or recreation area/location will be denied.

#### 10. INDEMNITY

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.

#### 11. 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.

#### 12. ASSIGNMENT

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

#### 13. VEHICLE PARKING

No vehicle parking is permitted on any Council park or reserve.

#### 14. ADULT SUPERVISION AND SAFETY

Hirers under the age of 21 years must have the application form 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. The approval holder is to take specific measures to protect the safety of persons who may be involved in, or affected by, the use or activity authorised under the approval.

#### 15. GLASS

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

#### 16. ELECTRICAL EQUIPMENT

The hirer 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 hirer must be tested and tagged.

#### 17. TOILETS

The hirer 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.

#### 18. SET UP

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

#### 19. POLICE

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

#### 20. 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.

21. 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.

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

23. GOOD ORDER

- a) 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.
- b) No spitting, obscene or insulting language or disorderly behaviour or damage to property shall be permitted in the park or reserve.
- c) The hirer is to ensure that the use or activity authorised under the approval does not cause a nuisance

24. SIGNAGE

The hirer 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.

25. LIQUOR

Alcohol is prohibited under state government legislation in a public place.

26. 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.

27. 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.

28. LETTER OF APPROVAL

Specific Terms and Conditions applicable to the approval of any booking shall be attached to the letter of approval sent to the applicant upon approval of this booking.

29. 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.

30. 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.

31. USE OF OTHER COUNCILS FACILITY

Council Community hall facilities are not for hire under this application and must be hired separately under the Facilities conditions of hire.

32. COVID-SAFE PLAN/CHECKLIST

As per relevant Government guidelines and requirements of the Public Health direction issued under the Public Health Act 2005, it is the responsibility of the park or recreation area hirer to develop and implement a COVID-Safe Plan to manage the activities relevant to using a Council Facility. Please complete a COVID-Safe Checklist which forms part of your application.