

# **COMMUNITY FACILITIES**

## **TERMS AND CONDITIONS OF HIRE**

**BOWEN COMMUNITY HALL  
65 WILLIAMS STREET, BOWEN**

**COLLINSVILLE COMMUNITY CENTRE  
11 CONWAY STREET, COLLINSVILLE**

**COLLINSVILLE FOOTBALL CLUB  
SCOTVILLE ROAD, COLLINSVILLE**

# FACT SHEET

## Agreements, Inspections & Risk Management



### 1 Agreements

The hiring of Council's facilities will be based on a standardised application/agreement process.

The conditions of hire will accompany the application form provided to the prospective applicant, and these conditions will be formally acknowledged and signed-off by the applicant as being read and understood.

The conditions of hire will include:

- Booking procedures;
- Use of equipment;
- Liquor and other licences and permits;
- Behavioural rules and Council regulations;
- Emergency procedures;
- Insurance and indemnity conditions;
- Cleaning; and
- Supervision and security

Under no circumstances will the hire of a Council Community Facility be allowed without a formal agreement.

Agreements will include the applicant's requirement to supply a copy of their current Public Liability Certificate of currency, and to sign and date an indemnity in favour of the Council (copy attached). Public Liability Insurance may not be required in some circumstances. Refer to Casual Hirers Cover Guidelines (attached) to determine what is required of the applicant.

### 2 Pre and Post Event Inspections

For a "one off" booking eg a wedding, the Community Facility Manager is to conduct a pre-event inspection, preferably with the hirer, a walk through of the Community Facility is to be carried out, and important issues, particularly any unusual features of the Community Facility, are to be verbally pointed out to the hirer. The post event inspection will be undertaken by the appointed person prior to relevant bonds being returned to the hirer.

For a "regular booking" eg Weight Watchers the above process will be followed with the pre-event inspection to be held at the beginning of the organisation's hire term.

### 3 Risk Management

All Community Facility Managers are to scrutinise and administer hiring applications and ensure that appropriate insurance and indemnity requirements are met before facility use is approved. All Managers must conduct pre and post event inspections.

# TERMS & CONDITIONS OF HIRE

## Community Facilities



The Council grants the hire of facilities subject to the following conditions:

### 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. If the proposed hirer is a club the application must include the personal undertaking by the president and secretary of the club.

### 2 FACILITY HIRE FEES

Hire Fees shall be in accordance with Council's adopted Fees & Charges Schedule which is subject to change as determined by Council.

### 3 SECURITY BOND

A security bond shall be paid by the hirer twenty one (21) days prior (or earlier if desired) 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. Cheques will not be accepted as payment past 21 days due to processing and clearing of cheques. The hirer shall be liable on demand to pay any further amount in excess of such bond to meet the full cost of such damage or cleaning. If there is no breach of these conditions of usage or damage to the building or any fittings and furniture therein or abnormal cleaning the deposit will be returned within fourteen (14) days of the use of the premises.

### 4 OPENING AND CLOSING OF FACILITY

The facility manager shall open the facility for the hirer and shall close the facility after use, unless alternative arrangements have been made with the consent of the Council.

### 5 KEYS

Hirers must pick up and return keys at times pre-arranged with the Facility Manager. (N.B: Community Facility keys are registered keys). Keys must be returned on time so other people can hire the hall. If keys are not returned on time the hirer may be charged further hire fees for not returning the keys on time rendering the hall unserviceable until returned.

- Keys are NOT available to long term hirers on a permanent basis.
- Keys are NOT permitted to be copied.
- Keys are NOT permitted to be passed onto other hirers/users of the facility.

If the keys are lost and unable to be found within a reasonable time the hirer will be liable to pay the cost of rekeying the locks for the entire building.

### 6 CANCELLATION OF BOOKING

Any cancellation of a booking for the hire of the facility shall be made at least fourteen (14) days prior to the date of the function. Any cancellation within fourteen (14) days prior to the date of the function or a "no show" will result in a cancellation fee of full amount less refundable bond of facility hire being levied.

### 7 REFUSAL TO GRANT HIRE

It shall be at the discretion of the Director Corporate Services or his/her representative to refuse to grant the hire of a facility in any case and notwithstanding that permission to hire the premises may have been granted or that these conditions may have been accepted and signed and the fees and deposit paid, the Director Corporate Services or his/her representative shall have the power to cancel such permission and direct the return of the fees and deposits so paid. 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.

### 8 ASSIGNMENT

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

### 9 USE OF FACILITY

Hire of the facility shall not commence prior to **6:00am** and evening functions shall normally terminate at **12.00am midnight**.

Every consideration must be given by people using and vacating the area to the residents who live nearby in regards to **minimising noise and unruly behaviour**.

If the area is not vacated by the nominated time on the application form, (N.B: all facility functions must end by **12.00am midnight** unless by prior arrangement and approval) the hirer shall forfeit the entire bond.

Community facilities are located within residential areas and consideration must be given by people using and vacating the area to the residents who live nearby in regards to minimising noise and unruly behaviour. The hirer is accountable to the Qld Police Service if complaints are received (e.g excessive noise or people causing problems/nuisance). Qld Police Service may request that the party be shut down. In this instance you should have a plan to move your guests on.

**Don't be a nuisance** — Qld Police Service enforcement powers

The hirer is responsible for the noise and all other activities of the hired function and a duty of care to people attending.

No animals are allowed within the facility.

Sporting ovals, parks and recreational areas adjacent to any Facility are not for hire under these terms & conditions. For further information on booking a Park, hirers should contact Whitsunday Regional Council, Community & Environment Department on 07 4945 0222

### 10 CAMPING

Camping is prohibited at all Community Facilities (N.B. refer to Section 9— Use of Facility). The facility amenities (eg. shower) where available, is for use as a change room for hirers.

Sporting ovals, parks and recreational areas adjacent to any Facility are not for hire under these terms & conditions. For further information on booking a Park, hirers should contact Whitsunday Regional Council, Customer Service on 07 4945 0200.

### 11 INSURANCE

The hirer shall take out and keep current during the period of hire a liability insurance policy in a form approved by the Council, insuring for a sum of not less than **twenty (20)** million dollars.

**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.**

NOTE: In some circumstances, applicants are not required to provide their own public liability Insurances. This is because some individuals may qualify under a public liability blanket cover provided by Council's public liability insurer. To determine eligibility, the facility manager must refer to the **Insurance Requirement for Hire of Council Facilities Guideline**. If the applicant does qualify under the public liability blanket cover, they **must** agree to pay the policy excess in the event of a claim being made against them (refer to Application for Facility Hire form).

### 12 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

# TERMS & CONDITIONS OF HIRE

## Community Facilities



claimed against them, or any of them, arising out of, or in relation to the hiring engagement. Indemnity form (Application for Facility Hire Form attached) must be signed and dated by applicant and will form part of this agreement.

### 13 ACTS AND REGULATIONS

The hirer shall conform to the requirements of the Community Facilities Hire Policy, Health Act, Local Government Act, Fire & Rescue Service Act 1990, Building Fire Safety Regulations 2008 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.

### 14 FIRE SAFETY REGULATIONS

The hirer (occupier) is responsible for the safety of guests attending their hired event/function. The *Building Fire Safety Regulations 2008* must be enforced. The hirer is responsible for/but not limited to, the following:

- Knowledge of the location of all fire exits in the facility and be capable of directing guests to these fire exits as required;
- Knowledge of the location of prescribed fire safety installations/equipment provided in the facility; (instructions for use are detailed on all fire extinguishers)
- Ensure doors to an evacuation route are not locked and can be opened; and to check that there are clear paths of evacuation from all occupied areas in the facility at all times;
- Ensure occupants of the building can exit directly into open space or another place of safety; (N.B. Fire safety exits must be left unimpeded at all times, do not park vehicles or leave boxes or other items outside the fire exit door).
- Ensure you are fully aware of any mobility restrictions and other characteristics of the persons attending;
- Ensure that the number of persons in the building at any one time does not present an unreasonable risk to the safety of any person in the facility (refer to Section 16 - Facility Capacity below) ;
- Ensure you are aware of and suitably manage the flammability of any item, utensil or piece of equipment introduced into the facility by the hirer (N.B. refer to Section 34 Decorations/Stage Fittings - NO helium balloons)
- Ensure that you undertake the following in relation to evacuation procedures for the facility:
  - Inform guests on the evacuation procedure;
  - If required, alerting & communicating with all persons in the facility as to the fire/emergency and sound an alarm (verbal) to evacuate and follow the evacuation procedure. Contact **Fire Services on "000"** immediately;
  - arranging the evacuation of all persons from the hall including persons with special needs to a designated outdoor assembly area;
  - check whether all persons have been evacuated from the facility and the number/identity of any persons not accounted for;
  - meet the fire officers attending the facility in response to the fire/emergency.

#### **Emergency Contact Numbers:**

000 - Emergency Services (Police/Fire/Ambulance)  
07 4945 0222 – Whitsunday Regional Council (24/7)

Please discuss all of the above with the Facility Manager prior to the event/hire.

For any further information the hirer can contact Council's Building Services Department on 07 4945 0200 and also can refer to the *Building Fire Safety Regulations 2008*.

### 15 SAFETY

- It is the responsibility of the hirer, to ensure that all persons involved in their activities are familiar with the Emergency Procedure and the system they have established for contacting Emergency Services.
- It is the responsibility of the hirer to provide adequate first aid requirements relative to the activity being undertaken.
- The use of any flammable material or naked flame is prohibited with the facility (eg sparklers, candles, incense, insect burners, helium balloons)
- Council encourages hirers to use plastic tableware, bottles & aluminium cans to minimise the risk of broken glass

### 16 FACILITY CAPACITY

The capacity of the facility MUST NOT be exceeded. (Refer to Fact Sheet: General Community Facilities Information) The number of people attending the venue must be disclosed (see Section 7 - Refusal to Grant/Hire.

Council facilities are designed to accommodate a limited amount of people. For example: in its size, the facility amenities, equipment etc and the Fire Safety Regulations.

### 17 PERMISSION TO OCCUPY / PROHIBITED AREAS

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 application form 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.

**The hirer shall not sub-let the facility or transfer the hiring to another.**

Areas locked or not available for hire are classified as prohibited areas and not to be entered or used in any way by the hirer or the hirer's guests. Areas that have been designated as prohibited will be advised by the Facility Manager prior to any application.

### 18 SUPERVISION

No facility will be hired unless suitable adult supervision is **present at all times during the hired period**. Security and/or supervision is mandatory and needs to be planned and organised by the hirer, e.g. parties for 21st and under must be fully supervised by responsible adults preferably parents for the **entire period of hire**. The hirer must disclose what planned supervision has been organised. If the Hirer cannot provide this information, hire of the facility can be refused. (refer Section 7 - Refusal to Grant Hire & Section 42 - Security/Gate Crashers)

Hirers must be of legal adult age to sign the application for hire form. The person completing the application form and whose signature appears on the same is subject to these terms and conditions.

If there is any doubt as to the age of the hirer, identification will need to be provided. Council reserves the right to refuse hire of any facility where age verification cannot be established.

### 19 CHARITY HIRE

A charity is an organisation established solely for any charitable purpose as defined by the *Collections Act 1966*. A community purpose organisation is an organisation that wants to raise funds or conduct appeals for the general welfare of the community.



# TERMS & CONDITIONS OF HIRE

## Community Facilities



For more information on applying to register a charity or for a sanction to fundraise, phone the Department of Taxation or visit their website.

If approved, the Department of Taxation will issue the applicant with *Form 2 – Certificate of registration as a charity*. It is a one-off requirement for each charity to register if it intends conducting appeals for support. A registered charity may continue to fundraise until its registration is cancelled or it is directed to cease fundraising. A copy of this form must be given to the Facility Manager before the hire is approved.

Organisations wanting to fundraise or conduct an appeal for a community purpose may be required to apply for a sanction.

If approved, the Department of Taxation will issue the applicant with *Form 6 – Certificate of sanction*. The organisation may continue to fundraise until the sanction expires or it is cancelled or it is directed to cease fundraising. A copy of this form must be given to the Facility Manager before the hire is approved.

### 20 COMMUNITY SUPPORT

Whitsunday Regional Council provides scope for In-kind Assistance to not-for-profit community groups. This assistance is provided to eligible groups to access Council's physical resources in order to support the local community in our region. To apply for In-kind Assistance you must complete a request to Council in writing. For further information please contact Community & Environment Department 07 4945 0222. Endorsement of this assistance must be provided to the Facility Manager prior to booking the facility. If the request is declined full fees and charges apply.

The following must be detailed in the request:

- Evidence of eligibility to be a not-for-profit group/organisation
- Detailed claims of adversity
- Details of the event to be held and its support to the community
- Venue, dates and times of the hire and the quoted hire cost

The refundable bond must still be paid by the hirer and any relevant insurance. The hirer is still liable for any damage and cannot be included. The request must be addressed to the Chief Executive Office for processing by Council. Hire cannot progress if approval has not been granted in writing. It is not permitted to apply to forgo the hire fees following the event/function.

### 21 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.

### 22 CLEANLINESS

The hirer is responsible for leaving the premises in a clean and tidy state, (including returning all furniture neatly stacked and correctly away) 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 floors must be left clean. If the floor in facility/hall area is to be washed, only warm water is to be used, **NO DETERGENTS** are to be used on timber floors.

All rubbish is to be removed from the facility and emptied into waste receptacles, additional waste to be removed from the area and correctly disposed of by the hirer.

**The hirer is required to wash and dry crockery and cutlery after use. If rewashing is required, costs will be deducted from the bond.**

The hirer is responsible for leaving the external areas in a clean and tidy state e.g. gardens, lawn areas, car park etc must be left in the **same condition as prior to the hire** of the Facility. **The hirer is responsible for removal & disposal of any rubbish or glass left outside.** If cleaning is required, costs will be deducted from the bond.

The hirer must **clean and vacate** the facility by 12:00midnight, as the facility may be hired the following morning.

### 23 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.

### 24 DAMAGES

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

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

Furniture etc should be moved by carrying and **NOT** by dragging. Where provided please use chair and table trolleys. Chairs and tables to be neatly stacked away from walls.

#### Reporting of Maintenance / Breakdown Issues:

If a building fault occurs during the hire period e.g. water, sewerage or electricity; contact Council immediately on 07 4945 0200. If any repairs or maintenance issues occur, you can inform the Facility Manager on the return of the facility keys.

### 25 ELECTRICAL EQUIPMENT

All electrical equipment brought in for use at this facility must be in good condition **and must have a current electrical test Tag (AS 3760)**.

Power outlets are 10amp or 15amp and appliances/or combination of appliances **must not exceed the rating of the outlet.(DO NOT USE 10 AMP PLUGS IN 15 AMP OUTLETS OR FORCE 15 AMP PLUGS INTO 10 AMP OUTLETS)**

It is recommended that double adaptors/multi plug in power boards and heating appliances are not to be used.

### 26 FOOD PREPARATION / CATERING

Hirers utilising a Catering Service for an event at a Council Facility must ensure that the caterers have their own insurance cover, as this activity is not covered by Council's Public Liability Insurance.

Any additional cooking equipment that the hirer is intending to bring to the event e.g BBQ's or Spits for the internal/external preparation of food must be discussed and approved by Council.

The hirer is responsible for:

- All cooking equipment they bring to the Facility and the safety and well being of their guests in relation to such equipment;
- Health requirements pertaining to the preparation of food or food brought to the Hall;
- Ensuring that no damage is caused to the Facility building, grounds or gardens by the use of the equipment.

Hirers are advised that the following are not permitted at any Council Facility:

- Open fires or wood BBQ's;

# TERMS & CONDITIONS OF HIRE

## Community Facilities



- Traditional Hangi's and Kup murri's; and
- Chewing gum.

Should hirers wish to utilise the premises for the preparation of food for sale, the hirer must first obtain all the appropriate approvals as required by the *Food Act 2006*. For further information hirers can contact an Environmental Health Officer, of Council's Health and Regulatory Services on 07 4945 0200.

### 27 SMOKING

Smoking is not permitted in any Council building.

### 28 LIQUOR

The sale of liquor on the premises is forbidden unless the hirer obtains a permit from the appropriate authority, and the permit is produced to the Director Corporate Services or his/her representative who shall make an endorsement on the Schedule to the application.

### 29 WASTE

Council's community facilities comprise standard green wheelie bins. They are emptied on the same routine general waste service for the suburb.

Hirers must ensure they only use the wheelie bin allocated to them for the hired function. Any waste not able to fit into this bin must be removed by the hirer. Hirers cannot use any other wheelie bins on site as they have been allotted to other hired functions/events for the remainder of the week. **DO NOT** place waste on the ground adjacent to the bin.

Hirers will incur a removal fee (Refer: Council's Fees & Charges) if they fail to remove their waste.

### 30 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.

### 31 STORAGE

Storage availability for regular Facility users is not automatically included in the Hire Agreement and must be discussed with the Council Representative.

Storage of goods and equipment in facility storage cupboards/areas is undertaken at the owners own risk. Council does not accept responsibility or liability for theft or damage to items stored in storage facilities. It is recommended that users seek their own insurance cover for such items.

In the event that a hirer ceases hire of the facility, the hirer is required to collect and remove all goods and/or equipment stored at the facility (hall) immediately. If the hirer fails to do this, the hirer is required to arrange a suitable time to meet the facility manager on site to remove the goods and/or equipment. The hirer's bond will not be refunded until the items have been removed.

In the event that the hirer fails to meet these conditions, Council will:

- Provide a written notice to the Hirer requesting the removal of the goods and/or equipment by a set date (30 days from the date of the written notice);
- If the hirer again defaults on the collection of the goods and/or equipment, Council will dispose of the goods and/or equipment by either general waste disposal or by giving the items to a local charity.
- The hirer will default on the return of the bond which will be used to recover the costs of removing and disposing of the hirer's goods and/or equipment.

### 32 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, disorderly behaviour or damage to property shall be permitted in any part of the building.

The hirer must comply with all relevant legislation and/or direction from Police, Director Planning & Community Services or his/her representatives, regarding any Nuisances. These include and are not limited to, noise that unduly disturbs, distresses, causes annoyance or irritation to residences in the near vicinity, waste or rubbish entering near-by residential properties, vehicle car parking, and wandering of guests onto private land.

### 33 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. No "blue" or "yellow" tack is to be used in any facility.

### 34 DECORATIONS / STAGE FITTINGS

No stage property, decorations, electric lighting, naked lights of any kind or articles of similar nature shall be brought into the building without the consent. All such articles and property together with any catering appliances or fittings shall be removed by the hirer at the end of the function.

**Electrical equipment brought into the facility MUST have a current electrical Test Tag (AS 3760).**

**NO CONFETTI** or the throwing of rice is allowed in or around the facilities.

**NO HELIUM BALLOONS** are allowed (e.g. high fire risk & damage to ceiling fans)

**NO BLUE/YELLOW TACK** is to be used in any Community facility.

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 Director Corporate Services or his/her representative.

### 35 PIANO

If a piano is located within the facility it **must not be moved** and no piano shall be brought into the building without the permission. (Your bond may be withheld if you damage the floor)

### 36 SEATING

The hirer may under supervision of the facility manager, vary the arrangement of the seats in any facility provided that they are arranged in conformity with the Public Health Regulations.

Seating removed from a storage area must be restacked in the storage area in a tidy and clean condition and not obstruct access to the area or impede usage of fittings.

Any type of furniture or equipment should be moved by carrying and NOT by dragging. Where provided please use trolleys.

*(N.B. Refer to Fact Sheet – General Community Facilities Information regarding each facilities capacity)*

### 37 AIR-CONDITIONING

Hirers must arrange the use of air-conditioning systems when hiring the facility and pay for the additional fee for utilising such systems. Facility air-conditioners can only be used when all windows and doors are closed.

**Air-conditioning systems must be turned off prior to locking the facility.**

# TERMS & CONDITIONS OF HIRE

## Community Facilities



### 38 SUBJECT OF ENTERTAINMENT

Council may require the hirer to submit for approval the subject and programme for any entertainment or lecture prior to the use of the premises. Roller blades, skating or similar types of activities or entertainment are NOT PERMITTED at any of Councils facilities.

### 39 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 Whitsunday Regional Council against any claim for breach of copyright or any other action herewith.

### 40 COMPANION CARD

Whitsunday Regional Council has adopted the Companion Card Policy (attached) in all their venues and facility managers must notify all hirers that upon presentation of a "Carers Card" all carers accompanying a disabled person must be allowed free access to any function being held in a Council facility when an entrance fee is being charged.

### 41 POLICE / SECURITY

The hirer shall, when so directed by Council, arrange for police or security to be in attendance at the function.

**Hirers are required to check that all lighting, electrical equipment, urns and air-conditioning is off, all doors and windows are locked and secure prior to vacating the premises. Any damage or theft which occurs due to the mentioned checks not being undertaken may result in associated costs being invoiced to the hirer.**

Hirers using facilities fitted with security systems will be shown the system and allowed to familiarise themselves with the system prior to their event.

**The hirer must ensure that security systems are deactivated prior to entry to the facility and that the facility is empty prior to re-activating the security system.**

### 42 SECURITY / GATE CRASHERS

The hirer must take precautions or make arrangements to prevent or restrict unwelcome guests (gate crashers) to the hired event. It is **mandatory** that you discuss your security

arrangements or planned supervision of guests with the Facility Manager. It is advised to notify Police immediately at the advent of any trouble or disturbance. If the hirer fails to take appropriate measures any damage caused by gate crashers may be incurred on the hirer for failing to provide a safe environment and limit damage to council property.

The hirer shall, when so directed by the Director Corporate Services or his/her representative, arrange for security to be in attendance at the function if the event is considered to be a risk. (e.g. 21st or 18th Birthday Parties, Concerts etc)

The hirer is responsible to shut down the function and secure the building if it gets out of control and arrange for guests to vacate the facility as a duty of care. The capacity of the hall must not be exceeded and the hirer is responsible for all people attending either internally and externally to the facility. Qld Police Service must be contacted immediately at the advent of any disturbance. (Refer: Section 9 Use of Facility)

If the hirer fails to take appropriate measures to control their guests or any excessive guests (gate crashers) and Council's property is damaged or mistreated. The hirer will incur the costs of damage or cleaning costs to the facility for failing to provide a safe environment and a duty of care to limit damage to council property.

### 43 QUEENSLAND POLICE SERVICE – PARTY SAFE PROGRAM

The hirer undertakes to read the Queensland Police Service – Party Safe Program information attached.

**Parties** (not limited to any age group) are prone to being advertised on social network and are deemed high risk. The Facility Manager will require a copy of the party safe registration number or similar stamped verification as part of the hire. Hirers can register their party (free of charge) with Queensland Police. Registration Form available from any Police Station or the internet.

### 44 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 Director Corporate Services shall be final and conclusive.

# TERMS & CONDITIONS OF HIRE

## Community Facilities



### List of responsibilities for the hirers to tick off:

| <b>HIRE OF FACILITY SCHEDULE</b>   | <b>COMPLETED</b> |
|--|------------------|
| Read terms & conditions of hire  |                  |
| Confirm function capacity & security arrangements with Manager                         |                  |
| Fill out and sign Attachment 1 (Hire Application/Agreement Form)                       |                  |
| Pay the hire fees and refundable bond  |                  |
| Arrange dates and times to pick up/return keys & contact numbers                       |                  |
| If caterers employed make sure they have insurance                                     |                  |
| Applied for liquor licence application ( <i>if required</i> )                          |                  |
| Obtain Qld Police Party Safe Program registration number/stamp                         |                  |
| Confirm any areas classified as prohibited & evacuation plan                           |                  |
| Clean all internal & external areas ( <i>incl. cigarette butts, broken glass etc</i> ) |                  |
| Clean crockery/cutlery/chairs/tables & return to storage                               |                  |
| Mop all floors, wipe clean sinks/benches/fridge/microwave/stove                        |                  |
| Mop toilet floor, wipe basins & clean toilet bowls. Flush urinals                      |                  |
| Remove waste & empty all bins into wheelie bins outside                                |                  |
| Check for any damage, including external   |                  |
| Ensure all doors & windows are locked and lights/fans turned off                       |                  |
| Return keys  |                  |

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Council Witness Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Council Witness Signature



# FACT SHEET

## General Community Facilities Information



Hirers need to discuss the planned event/function with the Facility Manager, as the capacity may not reflect the style of seating required. For example:

- Theatre style seating can accommodate the facility capacity.
- Seated table/meal type functions will restrict the area and **NOT** accommodate the facility capacity.

### COLLINSVILLE COMMUNITY CENTRE

Property Location: 11 CONWAY STREET, COLLINSVILLE

| <i>Toilets</i>  | <i>No.</i> | <i>Closet<br/>Pans</i> | <i>Urinals</i> | <i>Basins</i> | <b>Facility Capacity</b>  |
|-----------------|------------|------------------------|----------------|---------------|---------------------------|
| <i>Male</i>     |            |                        |                |               | <b>(Chairs Available)</b> |
| <i>Female</i>   |            |                        |                |               |                           |
| <i>Disabled</i> |            |                        |                |               |                           |

### COLLINSVILLE FOOTBALL CLUB

Property Location: SCOTTVILLE ROAD, COLLINSVILLE

| <i>Toilets</i>  | <i>No.</i> | <i>Closet<br/>Pans</i> | <i>Urinals</i> | <i>Basins</i> | <b>Facility Capacity</b>  |
|-----------------|------------|------------------------|----------------|---------------|---------------------------|
| <i>Male</i>     |            |                        |                |               | <b>(Chairs Available)</b> |
| <i>Female</i>   |            |                        |                |               |                           |
| <i>Disabled</i> |            |                        |                |               |                           |

# FACT SHEET

## Companion Card



This policy relates to all Council owned venues and facilities. It is to be implemented in all instances where events, open to the public and incurring an admission charge, are conducted in/at Council venues and facilities. The policy also extends to individuals/groups whose events receive sponsorship through Whitsunday Regional Council Community Grants, Sponsorship and RADF programs (irrespective of the location of the event/activity).

The Companion Card Scheme has been established to ensure an equitable and consistent approach to admission arrangements for people with a disability that requires the support of a carer. The scheme is underpinned by the Equal Opportunity Act (1986) and the Disability Discrimination Act (1992). The following arrangements form the basis of the Companion Card:-

### **Affiliate terms and conditions**

1. Affiliates understand that the Companion Card will only be used when the cardholder requires the assistance of a companion to participate at a particular venue/activity.
2. The minimum expectation of Companion Card affiliates is that they will issue cardholders from any Australian State or Territory with one Companion Ticket, or admission, at no charge. This ticket will be exempt from all booking fees.
3. Where a cardholder needs more than one companion to provide the attendant care support, the cardholder will negotiate this with the venue/activity operator at the time of booking.
4. The Companion Card can be used to obtain a Companion Ticket for any programs, services and sessions run by affiliated venue/activity operators. This will be subject to the usual admission availability and conditions.
5. Booking and ticket distribution practices for Companion Tickets should not be more difficult than the standard ticketing practices of the affiliated venue/activity.
6. The Companion Card can be used in conjunction with any recognised concession cards.
7. The venue/activity must ensure cardholders can be seated or located physically close to their companions. Companions will remain close to cardholders to assist them as required. Cardholders with specific seating requirements will inform the venue/activity at the time of booking.
8. Some venue/activity operators may charge for participation over and above general admission costs (e.g. a fee for rides in addition to an entry fee at a fun park). Affiliated venue/activity operators must issue a Companion Ticket for both admission, and for additional components, such as rides etc., if the cardholder requires assistance in order to participate.
9. Companion Cards may be used to purchase a package deal for the cardholder that combines admission costs with ancillary components such as meals etc. When taking a booking for a package deal, affiliates should provide details of what is included with the Companion Ticket. It is essential that the companion's support to the cardholder is not disrupted if the ancillary components are not included in the Companion Ticket. For example, if meals are not included, the companion must be able to bring or access food in a manner that enables them to provide continual support to the cardholder.
10. Affiliated venues/activities agree to, where possible, display the Companion Card logo in a prominent position at their business premises or ticketing outlet, and in promotional material.
11. Only the person whose photograph and details appear on the Companion Card can use the card.
12. Companion Tickets cannot be used without the Companion Card cardholder being present.
13. Companion Card cardholders must inform the venue/activity of their requirement for a Companion Ticket at the time they book or purchase their own ticket.
14. Acceptance of the Companion Card does not indicate that the venue/activity is accessible. Cardholders will be advised to check accessibility with the venue/activity before booking tickets.
15. Cardholders must provide their Companion Card details when making telephone bookings, and must present their valid card during ticket collection and at any time when asked during the activity. If cardholders cannot present their card, they may be charged for the Companion Ticket.
16. If a venue/activity suspects a Companion Card is being misused, they can report this to the Companion Card program, which will investigate the report. Proven misuse of the Companion Card may result in card cancellation, and the cardholder being ineligible to reapply.

It is understood that venue/activity operators and organisations agree to and accept the Companion Card Affiliate Terms and Conditions when they submit the Industry Affiliation Form

# FACT SHEET

## Queensland Police – Party Safe Program



The following information is provided as part of the "Terms and Conditions of Hire" under the following headings:

**41 POLICE / SECURITY**

**42 SECURITY / GATE CRASHERS**

**43 QUEENSLAND POLICE SERVICE – PARTY SAFE PROGRAM**

The Queensland Police Service – Party-Safe Program, provides some ideas to assist in holding successful, enjoyable and safe parties for everyone concerned including parents, hosts and guests.

The following is a quick link to the website:

[Queensland Police - Party-Safe Program](#)

Registering your party **at least TWO WEEKS** in advance will provide the police with the details they need to know if they are called to your party to deal with an incident.

By registering your party with the police, it doesn't mean they **WILL** attend your party. Their aim is not to turn up and ruin your night but to provide assistance if required.

There is a [Party Safe Registration Form](#) attached to the Party Safe brochure which is available from any police station, so that party hosts can register their party (**at least TWO WEEKS beforehand**) with the local police.

Other useful information provided on the website includes:

[Party Safe for Guests](#)

[Party Safe for Parents](#)

[Party Safe for Hosts](#)

[Being a Good Host](#)

[Party Safe Checklist](#)

**Always Remember** - If you are unable to handle a situation, call the local police or, in an emergency or life threatening situation, call Triple Zero (000).

# INTERNAL OPERATING GUIDELINE

## Insurance Requirements for Hire of Council Facilities



### 1. Scope

This guideline is to ensure that Council's Public Liability Insurance requirements are met by third parties when hiring council facilities.

### 2. Purpose

This guideline is to provide assistance to Council's Facility Managers to allow them to determine the types of activities in the council facilities which require separate Public Liability Insurance cover.

### 3. Reference

- LGM Queensland Facility Hire Manual 2009
- LGM Casual Hirers Cover Guidelines 2004

### 4. Definitions

| To assist in interpretation the following definitions shall apply <b>Term</b> | <b>Definition</b>  |
|---|--|
| Association   | Is a group of individuals who voluntarily enter into an agreement to form a body (or organisation) to accomplish a purpose.  |
| Certificate of Insurance  | Certificate issued by an insurance company or its agent. It verifies that a certain insurance policy is in effect for stated amounts and coverage and names those insured. |
| Council Facility  | A premises owned by Council and hired to the general public  |
| Clubs   | A formal association of people with similar interests  |
| Facility Manager  | A person appointed by Council to manager a Council Premises.   |
| Incorporated  | Consolidating two or more things; union in (or into) one body  |
| Irregular Users   | A person who makes use of a thing contrary to rule or accepted order or general practice   |
| Non-Commercial  | Refers to an activity or entity that does not in some sense involve commerce, at least relative to similar activities that do have a commercial objective or emphasis.     |
| Public Liability Insurance  | Covers injury or death on or in the vicinity of a property   |

### 5. Background

Council's facilities are made available for the use of the general public for a wide variety of purposes. In making Council's facilities available for public use, Council needs to be mindful of the fact that it is legally bound to ensure these facilities are in a reasonably safe condition, and are suitable for the purpose for which they are intended to be used.

Council currently has a Casual Hirers' Insurance Cover which provides a liability cover for users (known as third parties) of council facilities. This insurance covers hirers who:

- are non-commercial hirers
- are not incorporated
- are irregular users
- hire the Facility or meeting room a total of no more than 10 days over a 12 month period

*(See attached Schedule 1 for examples)*

# INTERNAL OPERATING GUIDELINE

## Insurance Requirements for Hire of Council Facilities



Council's insurance **does not** cover casual hirers (know as third parties) if they fall in the following categories:

- incorporated bodies (including clubs)
- sporting clubs
- Associations (including non-profit organisations)
- hirers who charge the general public a fee for entry

*(See attached Schedule 2 for examples).*

Should Council's facilities be hired to any third party mentioned in Schedule 2, then they will need to provide evidence of suitable Public Liability Insurance in the sum not less than \$20m to Council or Facility Manager;

### **6. Requirements**

In order for Council to meet its risk and insurance obligations, the Facility Managers must ensure that the following requirements have been adhered:

- A formal agreement for the hire of the facility must be entered into (Attachment 1);
- If the hirer falls in the not covered category, they must provide evidence of suitable public liability insurance to Council or the Facility Manager;
- Inspections of facility to be conducted before and after an event;
- Regular maintenance to be undertaken on the facility
- Council or the Facility Manager must determine if the facility is suitable for what the Hirer has in mind;
- Hiring conditions must be provided to the Hirer;
- Acknowledgment and Declaration of a Casual Hirer must be signed (Attachment 2).

### **7. Review of Guideline**

This guideline will be reviewed on a yearly basis or as required.

### **8. Attachments**

1. Schedule 1: Types of Activities covered by Council's Casual Hirers Insurance Cover
2. Schedule 2: Types of Activities Requiring Insurance
3. Fact Sheet: Insurance Requirements for Hire of Council Facilities
4. Application for Facility Hire – Council Verification Form
5. Attachment 1: Application for Casual Hire
6. Attachment 2 Casual Hirer of Council Facilities Liability Insurance Acknowledgement & Declaration
7. Attachment 3 – Application for Regular Facility Hire



# SCHEDULE 1

## Insurance Requirements for Hire of Council Facilities



### SCHEDULE 1

#### Types of Activities covered by Council's Casual Hirers Insurance Cover

- Meetings (*Exemption to Clubs & Associations only if they are irregular meetings i.e. no more than 10 times in a year. However Clubs & Associations should have their own insurance and a copy should be obtained*)
- Public Meetings
- Social get togethers
- Parties i.e. Birthday, Engagement
- Weddings (*please note that if caterers will be catering at the venue this activity is not covered by this insurance and the caterers must have their own insurance policy*)
- Family Reunions

# SCHEDULE 2

## Insurance Requirements for Hire of Council Facilities



### Types of Activities Requiring Insurance

- Meetings (*Clubs and Associations that hold more than 10 meetings in the year*)
- Associations and Clubs
- Health and Fitness Groups, ie Yoga, Tai Chi
- Weight Loss Groups
- Dancing Groups/Lessons
- Childcare and Playgroup Activities
- Church Groups
- Music Lessons
- Karate/Tae Kwon Do/Gymnastic Groups
- Indoor Bowls Groups
- Displays/Demonstrations, ie where entrance fee is charged
- Workshops
- Conferences
- School Events, ie Awards Nights, Dance etc

# FACT SHEET

## Insurance Requirements for Hire of Council Facilities



Council has in place a "Casual Hirers' Cover" which provides liability cover with a Limit of Indemnity of \$20,000,000.00 for the hire of Council's facilities.

It is the casual hirer's responsibility to report any incident to the Hall Manager. Should it be determined following the investigation of the matter that the incident was as a result of negligence or wilful conduct by the casual hirer, the casual hirer will be responsible for the payment of any damage up to the excess amount of \$2,000.

The liability insurance policy cover is restricted to casual hirers who can be described as non-commercial, not incorporated, not for profit and irregular users of council facilities. Casual hirers are further defined as third parties who hire council facilities for no more than a total of ten (10) days over a twelve (12) month period.

Examples of casual hirers types of activities covered are:

- Meetings (Exemption to Clubs and Associations only if they are irregular meetings i.e. no more than 10 times in a year. However Clubs & Associations should have their own insurance and a copy should be obtained)
- Public Meetings
- Social get togethers
- Parties i.e. Birthday, Engagement
- Weddings Family Reunions

***(PLEASE NOTE - that if caterers will be catering at the venue this activity is not covered by this insurance and the caterers must have their own insurance policy)***

**No cover is provided for incorporated bodies, sporting clubs or associations of any kind.**

Examples of activities not covered by Council Insurance:

- Meetings (Clubs and Associations that hold more than 10 meetings in the year)
- Associations and Clubs
- Health and Fitness Groups, ie Yoga, Tai Chi
- Weight Loss Groups
- Dancing Groups/Lessons
- Childcare and Playgroup Activities
- Church Groups
- Music Lessons
- Karate/Tae Kwon Do/Gymnastic Groups
- Indoor Bowls Groups
- Displays/Demonstrations i.e. where entrance fee is charged
- Workshops
- Conferences
- School Events, ie Awards Nights, Dance etc

# APPLICATION FOR FACILITY HIRE

## Council Verification Form



### Hall Managers and Hirers Check List

On submitting this form, you (the hirer) must "generally" discuss the following with the Hall Manager to ensure you have read the terms and conditions of hire and are fully aware of your responsibilities in hiring the Hall/Facility:

- Organise dates and times to pickup & return facility keys;
- Contact telephone numbers; Items 14 & 32
- Item 14 - Fire Safety Regulations/Evacuation Plan;
- Item 15 - Safety; (first aid)
- Item 22 - Cleanliness;
- Item 29 - Waste; and
- Any other questions

It is also important to discuss a simple security strategy:

- Confirm that you have spoken to parents attending and they agree to assist you in supervising and controlling your guests for the entire hire period; e.g. scenarios
- If hiring for a Concert, you must employ a security company.
- Strategy if numbers exceed the invited guests (what is your plan with the assistance of parents to shut down and secure the building if necessary);

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Council Witness Name

\_\_\_\_\_  
Signature

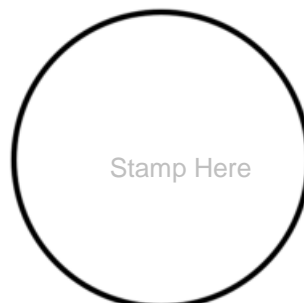
\_\_\_\_\_  
Council Witness Signature

### Qld Police Service Party Safe Program

Due to the confrontations that hirers may be challenged to deal with, Council has been required to take a proactive stance on hirers taking responsibility if problems occur during their hired party, event or function.

The Party Safe Registration Number is a number allocated by Qld Police Services. They are not required to provide this number to the general public. Therefore, Council requires this verification form to be stamped by Qld Police Services when registering their party.

QLD POLICE SERVICE STAMP:



# APPLICATION FOR FACILITY HIRE

## Council Verification Form



Complete, sign and give to Facility Manager

DATE OF APPLICATION \_\_\_\_\_

SURNAME \_\_\_\_\_

FIRST NAMES \_\_\_\_\_

CLUB / ORGANISATION \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_ MOBILE: \_\_\_\_\_

DRIVER'S LICENCE NO. \_\_\_\_\_

I, the above stated hirer, hereby make application for the hire of Council's Community Facility for the day/s and the time/s specified in the Schedule below.

I acknowledge having received and read a copy of the 'Terms and Conditions of Hire' and undertake to be bound by and comply with these Conditions in every respect. I do agree to be responsible for any damage to the facility, furniture etc and grounds. If the below stated bond deposit does not cover any damage or cleaning necessary, I will be required to pay the difference. If, the post function inspection reveals that the facility is undamaged, clean, and all furniture stacked neatly and correctly away, I will receive a refund of the bond deposit. I further undertake to be responsible for ensuring that all individuals or groups using the premises in association with this application shall comply with the Conditions. **(NB: Evening functions shall terminate at 12.00 midnight unless by prior arrangement).**

The Facility Managers must be notified if any of the above information changes at any time throughout the term of facility hire. You must be over the age of eighteen (18) to sign.

NAME OF FACILITY BOOKED: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CUSTOMER CONTACT STAFF MEMBER: \_\_\_\_\_

DETAILS OF FUNCTION HIRED: **Type:** \_\_\_\_\_

**Date: :** \_\_\_\_\_

|                             |     |  |  |
|-----------------------------|-----|--|--|
| Hire Required Night Before  | YES | <input type="checkbox"/> / NO <input type="checkbox"/> | Fees & Charges Apply – Date if required:               |
| Kitchen Facilities Required | YES | <input type="checkbox"/> / NO <input type="checkbox"/> | Fees & Charges Apply                                   |
| Urn Required                | YES | <input type="checkbox"/> / NO <input type="checkbox"/> | Fees & Charges Apply                                   |
| Sound System Required       | YES | <input type="checkbox"/> / NO <input type="checkbox"/> | Fees & Charges Apply (where available)                 |
| Stage Lighting Required     | YES | <input type="checkbox"/> / NO <input type="checkbox"/> | Fees & Charges Apply (where available)                 |
| Bar Facilities Required     | YES | <input type="checkbox"/> / NO <input type="checkbox"/> | Fees & Charges Apply (where available)                 |
| Air Conditioning Required   | YES | <input type="checkbox"/> / NO <input type="checkbox"/> | Fees & Charges Apply (where available)                 |
| Grandstand Required         | YES | <input type="checkbox"/> / NO <input type="checkbox"/> | Fees & Charges Apply (where available)                 |
| Alcohol Consumed            | YES | <input type="checkbox"/> / NO <input type="checkbox"/> | If sold for profit or non-profit a Licence is required |

**HIRER'S SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**PRIVACY DISCLAIMER**  
 Whitsunday Regional Council is collecting your personal information in order to process your application. This information will only be disclosed to any other third party with your written authorisation or as we are required to by law

### SCHEDULE "Mangers Use Only"

**HIRE FEES AND BOND DEPOSIT:**

Hire Fee Amount : \_\_\_\_\_ Cash/Cheque/EFTPOS Receipt No. \_\_\_\_\_ Date \_\_\_\_\_

Bond Fee Amount \_\_\_\_\_ Cash/Cheque/EFTPOS Receipt No. \_\_\_\_\_ Date: \_\_\_\_\_



# APPLICATION FOR CASUAL HIRE

## Property & Facilities, Community Facilities

CUSTOMER CONTACT SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

*Complete, sign and give to Facility Manager*

I, \_\_\_\_\_  
(Hirer's Name)

Of \_\_\_\_\_  
(Address)

acknowledge that Council has in place a Liability Insurance Cover with a \$7,500.00 Policy Deductible (Excess) and Limit of Indemnity of \$450,000,000 for casual hirers of council facilities.

I further acknowledge that I have read the following clause which provides an understanding of what constitutes a Casual Hirer for the purpose of this Insurance Cover.

### Casual Hirer Coverage:

The Liability Insurance Policy cover is restricted to hirers who can be described as non-commercial, not incorporated, not for profit and irregular users of council facilities.

Casual hirers are further defined as third parties who hire council facilities for no more than a total of ten (10) days over a twelve (12) month period.

No cover is provided for incorporated bodies, sporting clubs or associations of any kind.

I acknowledge that:

- I confirm that I have the right to obtain independent advice (legal or otherwise) and that my circumstances are not covered by the abovementioned definition;

### Facility and Hire Details

Council Facility Hired: \_\_\_\_\_

Date of Hire: \_\_\_\_\_

Signed: \_\_\_\_\_ Date Signed: \_\_\_\_\_

### Privacy Disclaimer

*Whitsunday Regional Council values the privacy of an individual's personal information and will take all reasonable steps to protect the information it collects, stores and uses about all individuals who provide personal information to Council. Personal information will not be disclosed to third parties, other than Council's Debt Collectors and Insurance Company, without your consent or unless required by law.*

### Notes:

1. The Insurance Policy wording is held by Council and is available for perusal at the Council's Administration Building;
2. Council strongly recommends that you seek professional independent advice before deciding to avail yourself of this Insurance Cover.