



SOUTH MISSION BEACH HALL HIRE AGREEMENT

Please return completed form 14 days prior to the event to:

The Chief Executive Officer
Cassowary Coast Regional Council
PO Box 887
INNISFAIL QLD 4860
Phone: 1300 763 903

Email: enquiries@cassowarycoast.qld.gov.au

HIRER AND FUNCTION DETAILS

| Name of Hirer | | | | | |
|---|------------------------------|---|-----------------------------|---|-----------------------------|
| Authorised Contact Person | | | | | |
| Organisation Type | | Private Function <input type="checkbox"/> | | Not for Profit <input type="checkbox"/> | |
| Address | | | | | |
| Phone | | Mobile | | Email | |
| Hire Period Commencement Date | | | | Hire Period End Date | |
| Starting Time | | | | Finishing Time | |
| Type of Function | | | | | |
| Will you be serving/selling Food? | Yes <input type="checkbox"/> | No <input type="checkbox"/> | Will there be alcohol sold? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Do you hold a permit? | Yes <input type="checkbox"/> | No <input type="checkbox"/> | Permit No (if required) | | |
| Approximate No. of people | | | Will the kitchen be used? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Public Liability Insurance held? | Yes <input type="checkbox"/> | No <input type="checkbox"/> | Policy Number | | |
| Item | Code | Fee | No. of Days/Session | Total | |
| Half Session (4 Hours) | H00061 | \$90.00 | | \$ | |
| Full Session (8 Hours) | H00059 | \$135.00 | | \$ | |
| Weekly Hire | H00062 | \$610.00 | | \$ | |
| Function (includes setup prior and clean-up after) | H00060 | \$245.00 | | \$ | |
| Bond for Licensed/High Risk Event (security & cleaning, refundable if in order) | H00169 | \$1,000.00 | | \$ | |
| Bond for Unlicensed/Low Risk Event (security & cleaning, refundable if in order) | H00170 | \$500.00 | | \$ | |
| Key Deposit (refundable on return of key) | H00171 | \$100.00 | | \$ | |
| TOTAL | | | | \$ | |
| <i>Not for Profit Community & Charitable Organisations to pay 50% of Hire Rates</i> | | | | | |

Refund of BOND – Cleaning Deposit

If there is no breach of the Conditions of Hire or damage to the building or any fittings and furniture there in or abnormal cleaning the deposit will be returned within three (3) weeks of the use of the venue.

BANK ACCOUNT DETAILS FOR BOND RETURNS

| | |
|-----------------------|--|
| Financial Institution | |
| Branch | |
| BSB | |
| Account Name | |
| Account Number | |

I, being the Authorised Contact Person representing the Hirer as set out above, hereby make application for the venue set out in this Hire Agreement for the date and the times specified in the Hire Agreement and I acknowledge having received and read a copy of the attached Conditions of Hire. I undertake to be bound by and comply with the Conditions of Hire in every respect and I further undertake to be responsible for ensuring that all individuals or groups using the venue in association with this Hire Agreement shall comply with the Conditions of Hire.

I acknowledge that any changes to the above Hire Agreement must be requested in writing to the:

*Chief Executive Officer
Cassowary Coast Regional Council
PO Box 887
INNISFAIL QLD 4860*

I confirm that I have inspected the venue and acknowledge that the venue is suitable for the intended use.

Privacy Statement: You are providing personal information which will be used for the purpose of delivering services and carrying out council business. Your personal information is handled in accordance with the Information Privacy Act 2009 and will only be accessed by persons who have been authorised to do so. Your information will not be given to any other person or agency unless you have given us permission or the disclosure is required by law.

Authorised Contact Person

Signature

Organisation Name

Position Held

Date

OFFICE USE ONLY

| | | | |
|--|------------|----------|---------|
| Reference No: | | | |
| Amount \$ | Date | | Cashier |
| Emailed | | | |
| Date | | Initials | |
| Facility has been left in a satisfactory condition and approval for refund of bond approved by: Approval taken in the form of: <input type="checkbox"/> Telephone <input type="checkbox"/> Front Counter <input type="checkbox"/> Written | | | |
| Cheque Requisition completed by: | | | |
| Name: | Signature: | Date: | |

CONDITIONS OF HIRE

The Council grants the hire subject to the following conditions:

1. ACTS AND REGULATIONS

1.1 The Hirer and any persons using the venue pursuant to the Hire Agreement shall conform to the requirements of the Health Act, Local Government Act, any Local Law, By-Law or Regulation made hereunder, and shall be liable for any breach of such Acts, Local Laws, By-Laws or Regulation. All other statutory rules, provisions and regulations of the Commonwealth of Australia or the State of Queensland for the time being in force must be complied with by the Hirer and the notices given to the proper officers. The Hirer shall be liable for any breach or such Acts, By-Laws or regulations.

2. APPLICATION

2.1 The Council reserves the right to accept or refuse any applications for Hire Agreement.

2.2 The right to use the venue is subject to the Council receiving a Hire Agreement signed by the proposed Hirer undertaking to comply with these Conditions of Hire.

2.3 If the proposed Hirer is a club the Hire Agreement must include an Authorised Contact Person who is an Authorised Representative of the Club.

2.4 No Hire Agreement will be accepted unless accompanied by the Bond.

2.5 A signed Hire Agreement is conclusive evidence that Hirer accepts the Conditions of Hire.

2.6 Hirer must be eighteen (18) years of age and over.

2.7 If the function is to celebrate an eighteen (18) – twenty-one (21) birthday prior approval from Council must be obtained.

3. AUTHORISED CONTACT PERSON

3.1 The Authorised Contact Person shall be designated to be the contact for all correspondence between Cassowary Coast Regional Council or Council's nominated Caretaker and the Hirer.

3.2 The Authorised Contact Person shall be responsible for collection and return of all keys issued, payment of all fees and cleaning deposits.

3.3 The Authorised Contact Person is to provide a contact phone number and address both inside and outside of normal office hours i.e. 9am to 5pm.

3.4 Once nominated, the Authorised Contact Person cannot transfer their responsibilities to another person without prior notification to Cassowary Coast Regional Council or Council's nominated Caretaker, and provision of contact information for the new contact person.

3.5 The Authorised Contact Person is to ensure that the stage and dressing rooms are off-bounds to unauthorised persons during the hire of the venue.

4. ASSIGNMENT/SUBLETTING

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

5. BOND

5.1 The Bond as adopted in the Fees and Charges must be paid by the Hirer at the time of booking as a guarantee of fulfilment of these Conditions of Hire, 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 venue.

5.2 The Hirer shall be liable on demand by the Chief Executive Officer to pay any further amount in excess of such bond to meet the full cost of such damage or cleaning.

5.3 If there is no breach of the Conditions of Hire or damage to the building or any fittings and furniture therein or abnormal cleaning the deposit will be returned within three (3) weeks of the use of the venue.

6. HIRE FEES

6.1 All fees must be paid to the Council at time of receipt of the Hire Agreement.

6.2 Hire Fees shall be in accordance with the Fees and Charges Schedule adopted by the Council.

6.3 If the Hirer fails to vacate or return the keys to the venue at the end of hire period or the venue is left in an unsatisfactory condition, the Hirer will be liable for further hire fees calculated on a daily basis until such time as the keys are returned and/or venue is returned to satisfactory condition.

6.4 All fees are inclusive of Goods and Services Tax.

6.5 Any costs, fees and expenses incurred by the Council for non-payment of Hire Fees by the Hirer including but not limited to administrative costs, debt collection, agency fees and legal costs and expenses will be met by the Hirer.

6.6 The minimum booking time for any venue is four (4) hours and the fee applicable will be based on a four (4) hour booking.

7. REFUSAL TO GRANT HIRE

7.1 It shall be at the discretion of the Chief Executive Officer to refuse to grant the hire of a venue in any case and, notwithstanding that permission to hire the venue may have been granted or that these Conditions of Hire may have been accepted and signed and the fees and deposit paid, the Chief Executive Officer 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. CANCELLATION BY THE HIRER

8.1 The Hirer may cancel its booking by written notice to the Council before the date of intended use stated on the Hire Agreement and prior to any use of the venue.

8.2 Fees paid for the venue will not be refunded if written notice has not been provided to Council in regards to cancelling the booking prior to the date of intended use.

9. CANCELLATION BY COUNCIL

9.1 Council may cancel the booking by written notice to the Hirer before the date of intended use if:

9.1.1 The Council becomes aware that any event, goods or services proposed to be held or provided by the Hirer is/are objectionable, dangerous, infringes any copyright or other intellectual property rights, is prohibited by law, or would be detrimental to the Council;

9.1.2 The venue is required for Council functions or Municipal, State or Federal Elections;

9.1.3 The hire fees and/or Bond have not been paid;

9.1.4 Repairs, alteration or additions to the venue are underway;

9.1.5 The Hirer has not provided evidence of adequate insurance coverage.

9.2 The Council may cancel the booking without notice in the event of an emergency or it deemed necessary.

9.3 If Council cancels the booking without fault of the Hirer, the Council will refund any amounts paid by the Hirer in relation to the booking.

9.4 The Council will not be liable for any loss or damage suffered as a consequence of exercising its right to cancel the booking under this clause.

9.5 Cancellation or termination of the booking for whatever reason will not affect any right which the Council may have to recover money owing for the booking or to recover damages from the Hirer.

10. TIMES OF HIRE

10.1 Unless otherwise specified, the following definitions shall apply:

DAY - from 8am to 6pm

MORNING - from 8am to 1pm

AFTERNOON - from 1pm to 6pm

NIGHT - from 6pm to Midnight

10.2 If the venue 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 venue to the residents who live nearby in regard to minimising noise and unruly behaviour.

11. CLEANLINESS

11.1 The Hirer agrees and acknowledges that the venue is in good repair and clean condition at the commencement of the hire period and must be returned to the Council in the same condition at the end of the hire period.

11.2 The Hirer is responsible for leaving the venue in a clean and tidy state, and shall immediately remove all rubbish, refuse and waste matter.

11.3 Any cost incurred by Council in cleaning the venue resulting from the condition in which the Hirer left the venue shall be recoverable from the Hirer.

11.4 All rubbish to be removed from the venue by the Hirer (i.e. it is not the responsibility of the Cassowary Coast Regional Shire Council to pay refuse removal).

12. CLEANING PROCEDURE

12.1 All cleaning and removal of all goods/equipment brought in by the Hirer must be completed within the hire period. Cleaning includes where appropriate but is not limited to:-

12.1.1 The whole of the floor is to be swept and any rubbish to be removed.

12.1.2 Lights, Fans and Switches are to be turned off.

13. CORPORATE MANAGER

13.1 Wherever appearing in these Conditions of Hire and where the context so admits the expression Chief Executive Officer shall be deemed to include any other officer of the Council acting with the authority of the Chief Executive Officer expressly or implied.

14. DAMAGES

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

15. SMOKING

15.1 Smoking is prohibited in the Cassowary Coast Regional Council building, this also includes the balcony.

15.2 The Hirer must ensure that all persons abide by Clause 15.1 during the hire period.

16. ALCOHOL

16.1 If alcohol is to be consumed in the venue the Hirer must obtain the Council's consent to confirm the booking.

16.2 **Alcohol can only be sold if the Hirer obtains the relevant approvals and permits from Office of Liquor and Gaming Regulation and the local police.** Copies of relevant approvals must be provided to the Council at least fourteen (14) days prior to the event. No kegs or similar bulk containers are permitted and liquor sales must cease thirty (30) minutes prior to the nominated closing time.

16.3 A copy of this Hire Agreement must be on site for the duration of the function.

16.4 No alcohol is to be consumed outside the venue.

16.5 The licensee may only advertise in accordance with the licensor guidelines and must not promote any alcohol or tobacco products at the venue.

16.6 The sale, supply and or consumption of alcohol in the Council's venue to minors is prohibited and will result in police action.

17. INSURANCE

17.1 The Hirer shall take out and keep current during the hire period a liability insurance policy in a form approved by the Council, in the joint names of the Council and the Hirer, insuring for a sum of not less than twenty (20) million dollars the Council and the Hirer against all actions, costs, claims, charges, expenses and damages whatsoever which may be brought or made or claimed against the Council or the Hirer or both arising out of or in relation to the Hire Agreement. The policy must also confirm that the insurance cover includes the indemnity required to be given by the Hirer as part of this Hire Agreement. Proof of this policy must be by way of a Certificate of Currency which must be annexed to this Hire Agreement, and form part of the Hire Agreement.

17.2 The Hirer must not do anything that may or does render void or voidable any insurance policy in relation to the venue.

17.3 The Hirer is responsible for Workers' Compensation or similar workers and for all insurance coverage on goods and services brought to, sold displayed or provided at the venue.

18. INDEMNITY

18.1 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 Hire Agreement.

19. SECURITY

19.1 At functions where alcohol is to be sold the Hirer must ensure that there is at least one (1) security personnel or member of police for every one hundred (100) people expected to attend the event for which the venue is hired or such other reasonable number as the Council may consider necessary.

19.2 The Council may at its option cancel the booking if the Hirer fails to provide adequate numbers of security personnel or police or fails to provide sufficient evidence of any security personnel's adequate licensing arrangements.

19.3 All security personnel must display appropriate licenses and security numbers at all times while performing their duties.

20. FREE ACCESS

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

21. OBSTRUCTIONS

21.1 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.

21.2 It is the responsibility of the Hirer to ensure that all Emergency Exits, Access Ramps and Stairways remain clear at all times.

22. ANIMALS PROHIBITED

22.1 The Hirer must ensure that no animals are present at the venue during the hire period except for guide dogs for the visually impaired.

23. PARKING ATTENDANTS

23.1 A Hirer may employ his own attendant, but if in the opinion of the Chief Executive Officer it is necessary for Council to employ one (1) or more parking attendants for any function to be held at the venue, the cost of employing such attendants shall be borne by the Hirer.

24. GAMBLING

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

25. PERFORMING RIGHTS

25.1 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 Cassowary Coast Regional Council against any claim for breach of copyright or any other action herewith.

26. KIOSK/KITCHEN

26.1 Hirers wishing to use the Kiosk/Kitchen facilities shall indicate so at the time of booking.

26.2 Hirers shall supply all crockery, cutlery and consumable products to be used.

26.3 At the conclusion of the hire period, all products and waste shall be removed and the venue left clean.

26.4 Hirers preparing and serving food to the public shall indemnify the Cassowary Coast Regional Council against any liability resulting from products prepared and/or served at the venue.

27. THEFT

27.1 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 prior to, during or after the hire period. The Hirer hereby indemnifies the Council against any claim by any such person, firm or corporation in respect of such article or thing.

28. DETERMINATION

28.1 If the Hirer commits, permits or allows any breach or default in the performance and observance of any of these Conditions of Hire the Council may terminate the Hire Agreement and the Hirer shall immediately vacate the venue and the security deposit shall be forfeited to the Council.

29. DISPUTES

29.1 In the event of any dispute or difference arising as to the interpretation of these Conditions of Hire, or of any matter or thing contained therein the decision of the Chief Executive Officer thereon shall be final and conclusive.

30. GOOD ORDER

30.1 The Hirer shall be responsible for the full observance of these Conditions of Hire and for the maintenance and preservation of good order in the venue throughout the whole duration of the hire period.

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

31. SUBJECT OF ENTERTAINMENT

31.1 The Customer Service Officer may require the Hirer to submit for approval the subject and programme for any entertainment or lecture prior to the use of the venue.

32. PERMISSION TO OCCUPY

32.1 The Hirer shall only be entitled to the use of the particular part or parts of the venue hired on the date set out in the Hire Agreement and the Council reserves the right to permit any other portion of the venue to be hired for any other purpose at the same time.

32.2 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 of Hire 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 venue.

33. POLICE

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

34. SAFETY

34.1 Organisations hiring the venue accept responsibility for the safety of the users of the venue. Consequently, as a safety measure please ensure that you familiarise yourself with the Emergency Exit Plan located throughout the venue.

34.2 In the event of a fire - evacuate all persons in an orderly manner to the designated assembly area.

35. CONFETTI

35.1 Use of confetti in the venue or surrounds is **prohibited**.

36. DECORATIONS

36.1 Permission must be obtained to decorate the venue or surrounds.

37. SEATING

37.1 The Hirer is responsible for the setting up of the venue (e.g. chairs and tables). Tables and chairs are to be returned to the normal storage area.

38. SIGNAGE

38.1 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.

38.2 Temporary advertising signs approved by Council must comply with the following conditions:

38.3.1 Notice shall relate to events being held in Cassowary Coast Regional Council.

38.3.2 The advertised activities or entertainment are not promoted or carried out for business purposes.

38.3.3 Not dominate or obscure other signs or result in visual clutter.

38.3.4 Be constructed of durable materials, presented in workmanlike appearance and maintained in good condition.

38.3.5 Not emit excessive glare or reflection from internal or external illumination.

38.3.6 Not be an animated advertisement, including flashing lights or moving signs.

38.3.7 Not obscure drivers' view of vehicles, pedestrians or potentially hazardous road features.

38.3.8 Period of display not to exceed three (3) weeks.

38.3.9 Any temporary directional signs which are necessary to assist with site location shall be displayed along the route for maximum of one (1) week before and during the event.