



# BOULIA SHIRE COUNCIL

Address all correspondence to:  
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## 14 FACILITY BOOKING FORM

POLICY NO.: 145 COMMUNITY FACILITIES HIRE

### HIRER DETAILS

Name: \_\_\_\_\_  
Club/Organisation: \_\_\_\_\_  
Contact Number: \_\_\_\_\_ Drivers Licence: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_

### VENUE REQUIREMENTS

Venue: \_\_\_\_\_  
Name of Event: \_\_\_\_\_  
Date of Hire: From: \_\_\_\_\_ To: \_\_\_\_\_  
Time Required: From: \_\_\_\_\_ am/pm To: \_\_\_\_\_ am/pm

**NOTE - Keys for facility must be collected & returned during business hours 8:30am - 5.00pm**

Number of Guests: \_\_\_\_\_ Party Safe Registration Number: \_\_\_\_\_

### DETAILS OF FUNCTION

- ☐ Dance / Ball / Party
- ☐ Local Show / Concert
- ☐ Visiting Show / Concert
- ☐ Meeting or similar event
- ☐ Alcohol free event
- ☐ BYO Alcohol -Please obtain 'Permit to Consume'
- ☐ Licensed event - Please obtain 'General Liquor Licence'
- ☐ Selling of goods and chattels

### REQUIRED EQUIPMENT

- ☐ Tables Number: \_\_\_\_\_
- ☐ Chairs Number: \_\_\_\_\_
- ☐ Tea, coffee, biscuits Number: \_\_\_\_\_
- ☐ Cold Room
- ☐ Barbeque
- ☐ PA System
- ☐ Other (List below) \_\_\_\_\_

### INSURANCE

Insurance Details: \_\_\_\_\_  
Policy Number: \_\_\_\_\_  
Expiry Date: \_\_\_\_\_

### ACKNOWLEDGEMENT AND DECLARATION

*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 above 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 vacate the premises at 12.00 midnight).*

*I hereby agree to the Terms and Conditions of Hire, and agree to pay the required deposit and hire fee in advance or to provide an official purchase order for invoicing.*

Hirer's Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**Please see InKind Assistance Form attached, if required**

#### Privacy Collection Notice:

The personal information gathered by Boulia Shire Council on this form is for the purposes outlined in this form only and will not be used for any other purpose or given to any other party unless you have consented or Council is required or authorised by law to do so.

**OFFICE USE ONLY**

Hire Fee: EFT / CASH / CHEQUE \$ \_\_\_\_\_ Rec No: \_\_\_\_\_ Date: \_\_\_\_\_  
Bond Fee: EFT / CASH / CHEQUE \$ \_\_\_\_\_ Rec No: \_\_\_\_\_ Date: \_\_\_\_\_

Trust Number: \_\_\_\_\_

**InKind Assist:**

☐ Approval attached

\* If Tax Invoice is required - please provide a Purchase Order

☐ Entered on Facility Hire Calendar

☐ Notice given to relevant Council employees

Hire processed by: \_\_\_\_\_

## **FACILITY HIRE - TERMS AND CONDITIONS**

### **1 FACILITY HIRE APPLICATION / 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. All applications are to be accompanied by the relevant approvals and insurance certificates. Under no circumstances will the hire of a Council Community Facility be allowed without an application.

### **2 PRE AND POST EVENT INSPECTIONS**

Council administration staff will conduct a pre- event inspection with the hirer. A walk-through of the Community Facility is to be carried out and any important issues pertaining to the facility/hall explained to the hirer. The post event inspection will be undertaken by the appointed person prior to relevant bonds being returned to the hirer.

### **3 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. The application is to be received and fees paid (including bond) at least 10 working days prior to the event. 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. Council reserves the right to permit any other portion of the building to be hired at the same time. 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, this will be discussed with the council administration staff.

### **4 KEYS**

Hirers must collect and return keys at times pre-arranged with the Council administration staff. Keys must be returned on time, to allow other people to hire the facility/hall. If keys are not returned on time the hirer may be charged further hire fees. 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.

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

### **5 CANCELLATION OF BOOKING**

Any cancellation of a booking for the hire of the facility shall be made at least five (5) days prior to the date of the function. Any cancellation within five (5) days prior to the date of the function or a "no show" will result in a cancellation fee of full hired amount, less refundable bond of facility hire being levied.

### **6 SECURITY BOND (REFUNDABLE)**

A refundable security bond shall be paid by the hirer ten (10) days prior to the facility booking as a guarantee of fulfilment of these conditions and as security against any damage, repair or cleaning. If there is no breach of the conditions the refundable security bond will be returned within fourteen (14) days of the use of the premises. If the facility is damaged or requires cleaning by the Council resulting from the hirer's use of the premises, the cost will be deducted from the bond. Important: If the damage or cleaning cost exceeds the bond, the hirer shall be liable to pay any further amounts in excess of the bond to meet the full cost.

### **7 REFUSAL TO GRANT HIRE**

If you or your guests have previously hired or attended a facility and the facility was subsequently damaged, was left unclean or an incident occurred at the facility, any future hire or use will be refused.

### **8 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. Indemnity form (Application for Facility Hire Form) must be signed and dated by applicant and will form part of this agreement.

### **9 INSURANCE**

Regular hirers (more than 10 days hire over a 12 month period) 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 million dollars (\$20,000,000). Proof of this policy must be by way of a Certificate of Currency, which must be provided to Council and annexed to the application and forms part of the agreement. NOTE: Some individuals may qualify under a public liability blanket cover provided by Council's public liability insurer. To determine eligibility, refer to the fact sheet Insurance Requirement for Hire of Council Facilities Guideline.

## 10 SUPERVISION / GATE CRASHERS / PARTY SAFE

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. The hirer must disclose what planned supervision has been organised. If the hirer cannot provide this information, hire of the facility can be refused. The capacity of the facility MUST NOT be exceeded. The number of people attending must be disclosed. 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.

Guide to recommended supervision levels: The responsible persons are to be noted on the application to hire form along with contact details.

### PRIVATE FUNCTIONS

Guide to recommended supervision levels for local residents having a PRIVATE function:

The responsible persons are to be noted on the application to hire form along with contact details

- ♦ 0 - 50 people = 2 sober responsible adults
- ♦ 50 - 100 people = 3 sober responsible adults
- ♦ 100 - 150 and over = 4 sober responsible adults

If the hire is for a party type function the Council administration staff WILL require a copy of the PARTY SAFE registration number or stamped verification. (Refer attached Queensland Police Service – Party Safe Program information). 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.

### EVENTS

Events which require a liquor permit or licence will be subject to the requirements of the licence for the provision of paid security.

## 11 FIRE SAFETY REGULATIONS / EVACUATION PLAN

The hirer (occupier) is responsible for the safety of guests attending their hired event/function and implementation of the below procedure. The hirer is responsible for/but not limited to, the following:

- ♦ Must read and abide by the Emergency Evacuation Plan located on the wall within the facility hired and inform guests attending.
- ♦ Knowledge of the location of prescribed fire safety installations/equipment provided in the facility (instructions for use are detailed on all fire extinguishers)
- ♦ Knowledge of the location of all fire exits in the facility and be capable of alerting and directing guests to these fire exits. The hirer shall 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).
- ♦ Ensure doors to an evacuation route are not locked and can be opened.

**In case of emergency contact Fire Services on "000" immediately.**

**Council 24/7 Emergency Contact Numbers: 0427 163 773 – Supervisor -Boulia Shire Council (24/7)**

## 12 USE OF FACILITY

### Other important information:

- ♦ The use of the following are extras and must be discussed with the Council administration staff, prior to any hire:
  - ♦ Kitchen (includes use of all equipment & utilities)
  - ♦ Cold Room and/or Bar (if available)
  - ♦ PA System & Microphones (if available)
- b) All electrical equipment brought in for use at any facility must be in good condition and must have a current Electrical Test Tag (AS 3760).
- Acknowledged by Hirer: ..... Initial acknowledgement please.**
- c) Use of furniture (tables & chairs) to be discussed with Council administration staff.
- d) Items removed from storage MUST be returned clean and neatly restacked.
- e) Where available, trolleys must be used to move furniture & equipment.
- f) Items must be carried and NOT dragged across the wooden floor.
- g) Waste and wheelie bins must be discussed with the Council administration staff. Any waste not able to fit into the allocated bin must be removed by the hirer. DO NOT place bags of rubbish on the ground adjacent to the bin. Hirers will incur a removal fee if they fail to remove their waste.
- h) The following is NOT permitted within the hire facility:
- ♦ animals
  - ♦ smoking allowed only in designated smoke free areas
  - ♦ flammable material or naked flames within the facility
  - ♦ confetti or throwing of rice

- i) First aid kits are only available at the Sports Centre and Racecourse Reserve.
- j) No signs, notices, advertisement or decorations of any kind shall be erected on the building or affixed to the walls, doors or any other portion of the building without prior consent of the Council administration staff.
- k) The building or any fittings or furniture shall not be broken, pierced by nails/screws, peeled or scared or in any way damaged. (No adhesive/sticky tape is to be used on walls or doors)
- l) Camping is prohibited at all Community Facilities except for the Racecourse Reserve when grounds are hired for an event.
- m) Sporting ovals, parks and recreational areas adjacent to any facility are not for hire under these terms & conditions.

### 13 CLEANLINESS

The hirer is responsible for leaving the premises clean/tidy and must vacate the facility by 12:00 midnight, as the facility may be hired the following morning:

- ♦ Cleaning the floor must be discussed with the Council administration staff. Brooms and mops are supplied. If the floor is to be washed use warm water, or where available specific detergent is supplied to wash the wooden floor.
- ♦ The hirer is required to wash and dry crockery and cutlery after use. All rubbish is to be removed from the facility (including waste bins in toilets and ensure all cisterns flushed).
- ♦ The hirer is responsible for leaving the external areas clean and gardens, lawn, car park etc must be left in the same condition as prior to the hire.

**Any cost incurred by Council in cleaning the internal or external premises resulting from the condition in which the hirer left the premises, shall be recoverable from the hirer and deducted from their refundable bond held in trust.**

### 14 FOOD PREPARATION / CATERING / ALCOHOL

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 for the preparation of food must be discussed and approved by the Council administration staff. Hirers are advised that the following are not permitted at any Council Facility:

- ♦ Open fires or wood BBQ's; and
- ♦ Traditional Hangi's and Kup murri's;
- a) Hirers wishing to utilise the premises for the preparation of food for sale, must first obtain all the appropriate approvals as required by the Food Act 2006.
- b) The sale of liquor on the premises is forbidden unless the hirer obtains a permit from the appropriate authority.  
[http://www.olgr.qld.gov.au/industry/liquor\\_licensing/liquor\\_permits/index.shtml](http://www.olgr.qld.gov.au/industry/liquor_licensing/liquor_permits/index.shtml)  
 NO GLASS AT RACECOURSE RESERVE FACILITY

### 15 STORAGE

Storage availability is not included in the Hire Agreement and must be discussed with the Facility Manager. Storage of any goods/equipment at the facility is undertaken at the owners own risk. Council does not accept responsibility or liability for theft or damage to items stored in or left at the facility. 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 remove all goods/equipment stored. The hirer's bond will not be refunded until all 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 items within 30 days from the date of the written notice;
- ♦ If the hirer again defaults on the collection of the items, Council will dispose of the items by either general waste disposal or giving the items to 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.

### 16 ENTERTAINMENT / PERFORMING RIGHTS

The Senior Administration Officer or his/her representative 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 Council's facilities, including any type of animal show, exhibition or event, unless approved by Council.

### 17 THEFT

Neither the Council nor its servants shall be liable for any loss or damage sustained by the hirer or any person. The hirer hereby indemnifies the Council against any claim by any such person, firm or corporation in respect of any article or thing being lost, damaged or stolen.

## **18 DAMAGES**

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

Reporting of Maintenance/Breakdown Issues: If a building fault occurs during the hire period e.g. water, sewerage or electricity; contact Council immediately on 0427 163 773, 24/7 service.

If you notice any repair or maintenance issues during the hire, please report these to the Council administration staff on return of the keys.

A comprehensive detailed list of terms and conditions can be found in Council's POLICY document – Facility Hire.

# InKind ASSISTANCE REQUEST

Free or subsidised use of Council's organisational resources is recognised as a direct subsidy to a group/organisation and treated with similar equity and accountability requirements as those applicable to applicants for other Council grants.

All applications must be made on the InKind Assistance Request Form. The Chief Executive Officer has the authority to reject applications of any value, refer applicants to the grants program, where appropriate and approve applications up to \$5,000.00. Requests valued in excess of \$5,000.00, which are recommended for approval, will be forwarded to full Council for endorsement.

Refunds and or waiver of Council fees and charges will not be considered through this program apart from minor fees for venue or parks hire or waste disposal up to a maximum value of \$250. Other requests for assistance with Council Fees and Charges will be directed to the Community Grant program.

Eligible groups/organisations are required to be:

- ♦ Located within the Boulia Shire Council area
- ♦ Be a non-profit group/organisation or the particular event is a charitable or community event
- ♦ Provide a community benefit to the residents of the Boulia Shire Council area

***Application must be submitted to Council 4 weeks prior to your event to be considered by Council***

## ORGANISATION DETAILS

**Name of Organisation:** \_\_\_\_\_  
**Postal Address:** \_\_\_\_\_  
**Contact Person:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_  
**Home Phone:** \_\_\_\_\_ **Mobile Phone:** \_\_\_\_\_

Does your organisation have the majority of its members residing in the Boulia Shire?

☐ YES

☐ NO

Is your organisation located within the Boulia Shire Council area?

☐ YES

☐ NO

Is the InKind assistance required for a charitable or community event?

☐ YES

☐ NO

|  |  |
|--|--|
| Give a brief description of your group / organisation e.g. non-profit etc...                     |  |
| What community benefit does your group / organisation provide to the Boulia Shire?               |  |
| Please supply a short description of the event / activity the InKind Assistance is required for. |  |

**EVENT DETAILS**

Number of Guests: \_\_\_\_\_

Wheelie Bin Requirements: (how many) \_\_\_\_\_

Date of Hire: \_\_\_\_\_ From: \_\_\_\_\_ To: \_\_\_\_\_

**DECLARATION**

*I certify that I have been authorised to submit this request on behalf of the abovementioned group/organisation and the information contained herein is a true and correct record to the best of my knowledge.*

*I agree that the information contained in this application form may be forwarded to Council's internal and external suppliers for the purposes of processing and completing this request.*

Security Deposit will be paid by: ☐ CHEQUE ☐ CASH ☐ CREDIT CARD

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**OFFICE USE ONLY**

Council Program: \_\_\_\_\_

Comments: \_\_\_\_\_

Refer to Council: \_\_\_\_\_

Council Officer Name: \_\_\_\_\_

Council Officer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**INKIND WORKSHEET**

|                                 |  |  |                 |            |
|---------------------------------|--|--|-----------------|------------|
| <b>Name of Function:</b>        |  |  |                 |            |
| <b>Date of Function:</b>        |  |  |                 |            |
| <b>Time of Function:</b>        |  |  |                 |            |
| <b>Dates Facility Required:</b> |  |  |                 |            |
| <b>Name on Booking:</b>         |  |  |                 |            |
| <b>Requirements:</b>            |  |  | <b>Yes / No</b> | <b>Qty</b> |
| BARBEQUE                        |  |  |                 |            |
| TABLES                          |  |  |                 |            |
| CHAIRS                          |  |  |                 |            |
| OTHER                           |  |  |                 |            |
| If other, DETAILS:              |  |  |                 |            |
|                                 |  |  |                 |            |
|                                 |  |  |                 |            |
| <b>Cost:</b>                    |  |  | <b>\$</b>       |            |
| Security Deposit:               |  |  |                 |            |
|                                 |  |  |                 |            |
|                                 |  |  |                 |            |
|                                 |  |  |                 |            |
|                                 |  |  |                 |            |
|                                 |  |  |                 |            |
| <b>TOTAL</b>                    |  |  |                 |            |

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