



BOULIA SHIRE COUNCIL

COMMUNITY FACILITIES HIRE

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COMMUNITY FACILITIES HIRE POLICY



The following facilities are for hire under this policy:

Facility Name	Location
Boulia Shire Hall	Herbert Street, Boulia
Boulia Sports and Aquatic Centre	Burke Street, Boulia
Boulia Burke St Hall	Burke Street, Boulia
Racecourse Reserve	Boulia Selwyn Rd, Boulia



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HIRE OF COUNCIL FACILITIES POLICY

PURPOSE

This policy seeks to outline the way in which Council manages its community facility hire to enable the enjoyment of the hirers and promote the longevity of the facilities themselves.

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.

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' if they are a regular hirer; or for a casual hire, sign and date an indemnity in favour of the Council. Public Liability Insurance may not be required in some circumstances.

Refer ***Fact sheet - Insurance Requirements for Hire of Council Facilities*** to determine what is required of the applicant.

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.

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 copy of this form must be given to the Council administration staff before the hire is approved for fee relaxation.

Community Support

Boulia Shire Council provides scope for Inkind Assistance to not-for-profit community groups. This assistance is provided to eligible groups to access Council's physical resources to support the local community in our region.

To apply for Inkind Assistance you must complete and submit an ***Inkind Assistance Request Form (No.25)*** - obtain a copy from Council's office or website.

Endorsement of this assistance must be provided to the Council office prior to booking the facility. If the application is declined full fees and charges apply.

The ***refundable bond must still be paid by the hirer*** and any relevant insurance.

The hirer is still liable for any damage, which cannot be waived, if this relax of fee is approved.



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The request must be addressed to the Chief Executive Officer 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.

2. PRE AND POST EVENT INSPECTIONS

Council 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.

Venue	Responsible Officers
Boulia Shire Hall	Administration staff
Boulia Sports and Aquatic Centre	Sports Centre Attendant
Racecourse Reserve – Boulia	Racecourse Caretaker / Town Team Leader

3. RISK MANAGEMENT

Council staff are to assess hiring applications and ensure that **appropriate insurance** and indemnity requirements are met before facility use is approved.

Council administration staff must conduct pre and post event inspections.

4. APPLICATION (Form No. 14)

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 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.

5. KEYS/SWIPE CARDS (Form No. 28)

Hirers must collect and return keys/swipe cards at times pre-arranged with the Council administration staff. Keys/swipe cards 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.

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

If the keys/swipe cards 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.



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6. FACILITY HIRE FEES

For information on Fees & Charges, applicants can visit Boulia Shire Council's website (***Fees and Charges***) or directly discuss this with the Council administration staff.

Hire Fees shall be in accordance with Council's adopted Fees & Charges Schedule which is subject to change as determined by Council and shall be **payable ten working (10) days prior** to the date of the function.

7. 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.

8. 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 hirers 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.

9. 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 may be refused.

It shall be at the discretion of the Director of Corporate & Financial Services or his/her representative (Council administration staff) 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, signed and fees/deposit paid.

The Director of Corporate & Financial 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.



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10. INDEMNITY

The hirer agrees to indemnify, and keep indemnified, and to hold harmless the Council, its servants and agents, and each of them from and against all actions, costs, charges, expenses and damages whatsoever which may be brought, or made, or claimed against them, or any of them, arising out of, or in relation to the hiring engagement.

Indemnity form (*Application for Facility Hire Form No. 14*) must be signed and dated by applicant and will form part of this agreement.

11. INSURANCE

Regular hirers (*more than ten days hire over a twelve 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 the 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**

12. SUPERVISION/GATE CRASHERS

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.

PRIVATE FUNCTIONS:

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

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 - please note the minimum notice of a party is two weeks)

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 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.



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EVENTS:

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

13. 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 Fire Exit Doors are not locked or obstructed and can be opened.

14. EMERGENCY CONTACT NUMBERS

Fire Services on "000" immediately

Council 24/7 Emergency Contact Numbers:

0427 163 773 – Supervisor - Boulia Shire Council (24/7)

15. USE OF FACILITY

Hire of the facility shall not commence prior to the prearranged time discussed with the Council administration staff and evening functions shall vacate the facility by 12.00am midnight. Note: the entire bond shall be forfeited if the hirer fails to vacate the facility by the nominated time.

Community facilities may be located within residential areas and consideration must be given by people using and vacating the area to the residents who live nearby in regard to minimising noise and unruly behaviour. The hirer is accountable to Qld Police Service if complaints are received.

Closing and cleaning the facility/hall must be discussed with the Council administration staff, including return of facility keys/swipe cards. Hirers are required to lock and secure all doors & windows prior to vacating the premises.

Hirers using facilities fitted with security systems will be instructed on how to operate the system prior to their event. The hirer must ensure that security systems are de-activated prior to entry and that the facility is empty prior to re-activating the system.



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Other important information:

- 15.1 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)
 - P.A System & Microphones (if available)
- 15.2 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)**.
- 15.3 Use of furniture (tables & chairs) to be discussed with Council administration staff.
Items removed from storage ***MUST*** be returned clean and neatly restacked.
Where available, trolleys must be used to move furniture & equipment. Items must be carried and ***NOT*** dragged across the wooden floor.
- 15.4 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.
- 15.5 The following is ***NOT*** permitted within the hire facility:
- animals
 - smoking allowed only in designated outdoor smoking areas. Must be 5 meters from a doorway.
 - flammable material or naked flames within the facility
 - confetti or throwing of rice.
- 15.6 First aid kits only available at the Boulia Sports and Aquatic Centre, Boulia Shire Hall and the Racecourse Reserve. Kits are not supplied at any other facility.
- 15.7 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.
- 15.8 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)
- 15.9 ***Camping is prohibited at all Community Facilities except for the Racecourse Reserve when grounds are hired for an event, camping is allowable. NOTE: NO sleeping in Council buildings.***
- 15.10 Sporting ovals, parks and recreational areas adjacent to any facility are not for hire under these terms & conditions.

16. 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.



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- 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.

17. 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;

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*.

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

- **NO GLASS AT RACECOURSE RESERVE FACILITY.**

18. PANDEMIC

Hirers must comply with any Government and public health authority guidelines, physical distancing and containments measures should a declared pandemic be made. Council will have a Safety plan for venues that are hired out and it is the Hirer's responsibility to ensure they follow this plan.

19. 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 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.



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- 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.

20. ENTERTAINMENT/PERFORMING RIGHTS

The Director of Corporate & Financial Services 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 Councils facilities, including any type of animal show, exhibition, or event, unless approved by Council.

21. 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.

22. 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/swipe cards.

23. DISPUTES

In the event of any dispute or difference arising during the hire period, or the interpretation of these conditions, or of any matter or thing contained therein the decision of the Director of Corporate & Financial Services thereon shall be final and conclusive.

Disputes must be received in writing to:

Boulia Shire Council
Attention: Chief Executive
Officer 18 Herbert St
BOULIA QLD 4829
Phone: 07 4746 3188
Email: ceo@boulia.qld.gov.au



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ADDENDUM - DOCUMENTS APPLICABLE

1. Facility Booking Form (includes terms and conditions) No. 14
2. InKind Assistance request form No. 25
3. Council Administration and Hirers checklist
4. Party Safe – Council verification form
5. Casual Hirer of Council facilities application form No. 22 – Insurance declaration form
6. Regular Hirer of Council facilities application form No. 33 – Insurance declaration form
7. COVID Safe Event Checklist
8. COVID Safe Plan

Fact sheets:

1. General Community Facilities Information - fact sheet
2. Insurance requirements for Hire of Council Facilities - fact sheet
3. Council facilities