



FACILITY APPLICATION FORM

To be completed and returned to council office or emailed to:

Enquiries@chrc.qld.gov.au

Item 1 – Facility Details

Facility to be hired

Area of hire

Item 2 - Details of hirer

Organisation

Contact Name

Postal address of hirer

Phone Number

(BH)

(AH)

Email

Alternate contact name

Alternate contact phone number

(BH)

(AH)

ABN or Incorporation Number (if applicable)

Item 3 – Event

Regular Hire

Weekly

Fortnightly

Monthly

Will your program operate during School Holidays

Yes No

Public holidays

Yes No

Regular booking start date

End date

Please Note: Access to the venue is restricted to approved hours. Set up and pack away time must be included in your calculation. Set up is from 10am and pack down until 9am.

Day	Date	Arrival / Set Up time	Finish / Pack up time	Total hours
Monday				
Tuesday				
Wednesday				
Thursday				
Friday				
Saturday				
Sunday				

Item 4 – Event Description & COVID-19 Obligations

Summary of event

In making this application COVID-19 obligations apply to the hirer.

COVID-19 Obligations – Queensland Government Public Health and Social Measures from 17 December 2021.

From 17 December 2021, venues used for private hire will have no capacity limit if people attending are **fully vaccinated**.

However, if there is a person attending who is **not fully vaccinated**, COVID-19 density restrictions will apply. This means a maximum of 20 people or 1 per 4 square meters, **whichever is less**.

Details of the Queensland Government public health and social measures from 17 December 2021 can be found at: <https://www.covid19.qld.gov.au/government-actions/queenslands-covid19-vaccine-plan/queenslands-public-health-measures-linked-to-vaccination-status>

In accordance with the Queensland Government public health and social measures from 17 December 2021, and for the purposes of this hire agreement, the hirer must indicate how they intend to comply with the above public health and social measures. The hirer is to indicate by ticking the appropriate box if it is intended to:

- a) Allow only **fully vaccinated** people to attend the event (No capacity limits apply)
- or**
- b) Impose COVID-19 density restrictions for indoor venues
(max. 20 people or 1 person per 4 square meters, whichever is less.)

Advise the maximum number of attendees.

Please tick the box to indicate that you understand that these COVID-19 obligations may change as the result of any subsequent Queensland Government public health directions issued after 17 December 2021. It is further understood that the Queensland Government public health directions may result in changes to my booking including its cancellation.

Is this a non-profit event?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Will an entry fee be charged?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Item 5 – Event Details

It is a requirement of Council that where a Food Permit is required a copy is provided to Council on request as described in item 12.1.

It is a requirement of Council that where alcohol is served a Liquor Permit may be required as described in Item 14.

Will alcohol be serviced? Yes No

**A Bond is required – Refer to Council's current Fees & Charges*

Item 6 – Additional items / equipment to be bought into the facility by hirer

Has all electrical equipment been tested and tagged for electrical safety? Yes No

Item 7 – Bond

Refer to current Fees and Charges for bond amounts

Preferred method of payment for return of bond Cheque *Direct Deposit

**Creditor Authorisation Form MUST be completed*

Item 8 – Insurance

It is a requirement of Council that Public Liability Insurance for the event or activities described in Item 4, be in place as described in Item 26.2.

A current copy of the relevant Certificate of Currency is attached Yes No

Item 9 – Central Highland Regional Council Community Donations and Sponsorship Policy

Donations and sponsorships provided by Council will contribute to Council’s Corporate Plan priorities and the CH 2022 Community Plan Outcomes and will assist Council in achieving its mission. Fee waiver and donations applications must be in writing and addressed to Council stating the purpose of the donation. Please refer to the Community Donations and Sponsorship Policy for further information.

Have you applied for a fee waiver or donation? Yes No

RELEASE AND INDEMNITY

I/We have read and understood the **Application Form** and **Conditions of Use** and agree to comply with all conditions described therein.

Print Full Name

Position

Signature

Date

Privacy notification: The personal information requested on this form is being collected by Central Highlands Regional Council for associated booking purposes at Central Highlands Regional Council owned facilities.

CONDITIONS OF USE

1. APPLICATION

- 1.1. The application form must be submitted to the Central Highlands Regional Council. All details must be completed in full. Council reserves the right to accept or refuse any applications.
- 1.2. The Hirer is the person and/or entity as described on the application form. Where an application is made on behalf of an organisation or group of persons, the Hirer's representative shall provide the name of the organisation and the authority of the person making the application, together with private and business telephone numbers of the Hirer's representative.

2. BOOKINGS

2.1. Response to Applications

- 2.1.1. Applications for casual or regular bookings will receive a response (approval or rejection of the application) within 7 business days of receipt of the application.

2.2. Confirmed bookings

- 2.2.1. A booking will be confirmed when all necessary requirements as determined by Council have been met. Payment of a bond may be required to confirm a booking. Written confirmation of bookings will be provided by Council.
- 2.2.2. The Hirer shall only be entitled to use the particular part or parts of the facility allocated by Council for the booking. Council reserves the right to concurrently hire out any other portion of the facility for any other purpose or purposes to any other person, group or entity at the same time.

2.3. Use of the facility after agreed booking time

- 2.3.1. All Hirers are required to comply with the agreed starting and finishing times. Hirers not adhering to this condition may forfeit the Bond (if applicable) or may be charged for additional use at an amount up to the full private rate applicable at the time.
- 2.3.2. The Hirer must ensure that the facility is vacated in a quiet and orderly fashion with minimal noise and unruly behavior in consideration of nearby residents.

2.4. Rental

- 2.4.1. Refer to Council's fees and charges schedule for hire fees
- 2.4.2. Casual Bookings: The full amount of the Hiring Fee shall be paid to Central Highlands Regional Council prior to the event date.
- 2.4.3. Regular Bookings: It is Council's fundamental position that upfront payment of services should be made on each and every occasion for all services, unless a specific approval is given for credit or extenuating circumstance exists.

2.5. Fee Waivers and discounts

- 2.5.1. Donations and sponsorships provided by Council will contribute to Council's Corporate Plan priorities and the CH 2022 Community Plan Outcomes and will assist Council in achieving its mission. All applications must be made in writing and addressed to Council stating the purpose of the donation, the Chief Executive Officer is responsible for processing approvals. Council may, in relation to the provision of a community service or benefit, resolve to make a continuing annual contribution to the relevant organisation to facilitate continuity of that service or benefit as the case may be. Similarly, Council may resolve to make a continuing contribution towards the staging of an event or festival that contributes significantly to the wellbeing of the community. Organisations that are eligible for a donation will be invited to submit one application per category in a financial year. For more information and eligibility criteria please refer to CHRC Community Donations and Sponsorship Policy.

2.6. Cancellation of booking

- 2.6.1. Where the booking is cancelled by the Hirer, Council shall return the full bond.
- 2.6.2. If any booking is cancelled by Council due to a national, regional or district emergency, any bond and rental paid for unused bookings shall be returned in full.
- 2.6.3. If a regular user fails to use their allocated space for a period of 2 or more consecutive weeks without notification being given to Council as to the reason for nonuse, Council has the right to cancel the booking without notice.

2.7. Return of Bond monies

- 2.7.1. Return of Bond monies is in the form of a direct deposit or cheque as outlined in Item 7. Upon inspection of the facility and receipt of the cleaner's report, a request shall be forwarded to Council's Finance Department for release of the Bond. 14 days should be allowed for processing of the request. Should any monies be retained by Council to cover damages or extra cleaning, an explanation will be provided.

2.8. Alteration of Booking Times/Days/Rooms

- 2.8.1. Hirers wishing to alter their booking arrangements must contact Council. The request will be considered with regard to its effect on other hirers and booking allocations.
- 2.8.2. Hirers wishing to hold a Special Event either during or outside their allocated regular program hours of use (if applicable) will need to complete a new Application Form and submit it to Council.

3. KEYS AND SECURITY

- 3.1. Keys are issued at Customer Service Centre's. Details of key issue will be recorded in the Key Register. Keys will be signed out when taken and signed in when returned. Proof of payment of hiring fees (receipt) is required.
- 3.2. A key deposit for all users is required unless directed by Council.
- 3.3. If additional keys are required for the event an additional key deposit is required to be paid.
- 3.4. Keys are to be returned to Central Highlands Regional Council, by 9.00 am on the next business day after the event date or final scheduled booking date. Failure to meet this timeline will result in the forfeit of the Key Bond. Further monetary penalties will be incurred if failure to return the key extends to 14 working days or more, beyond the final scheduled booking date.
- 3.5. No copies of keys are to be made.
- 3.6. Keys are to be used only by approved/nominated users on days and times agreed.
- 3.7. Misuse of keys could result in users no longer being allowed access to the facility.
- 3.8. The Hirer is responsible to pay a fee for additional security, maintenance and key collection call outs. The Hirer is responsible to ensure that all external exits are secured and locked before leaving the facility.
- 3.9. Security & access information will only be issued once payment of the hiring fee is received.
- 3.10. An induction to the facility will be completed by appointment set with Council.

4. EMERGENCY PROCEDURES

- 4.1. These procedures are located at the property and it is the Hirer's responsibility to be aware of the procedures. The Hirer must:
- Know where all firefighting equipment, disability access, fire exits, and evacuation routes and the assembly area are located;
 - Keep all firefighting equipment (1m), disability access, fire exits and evacuation routes (2m) clear during use of the facility.
 - Ensure activities to be undertaken by the Hirer and the Hirer's guests are not dangerous;
 - Not interfere with any emergency equipment or notices;
 - Meet the cost of replacement or repair of such emergency equipment caused by any improper use
 - Ensure facility does not exceed the total number of persons allowed. Refer to Fire and Evacuation Plan for High Occupancy Buildings and Certificate of Classification.

In the event of a fire, or hazardous material emergency, occupants should evacuate the building and gather at the assembly area. The Hirer must:

- Identify exact nature and location of the emergency.
- Call the Fire Brigade (by dialing 000) before attempting to fight any fire.
- Only attempt to fight a fire with the equipment provided and if it is safe to do so.
- Do not fight the fire if the following conditions exist:
 - *You have not been trained or instructed in using a fire extinguisher*
 - *you do not know what is burning*
 - *the fire is spreading rapidly*
 - *you do not have the proper equipment*

- *you find your back to an exit*
- *the fire might block your means of escape*
- *you might inhale toxic smoke*
- *your instincts tell you not to do so.*
- If the first attempts to put out the fire do not succeed, evacuate the building immediately.
- Raise the alarm using the supplied megaphone/air horn/fire alarm button and ensure the safe evacuation of all occupants from the building and assist those which are persons with special needs.
- Remain calm and leave in an orderly manner.
- Search all areas of the facility including stage rooms and toilets (only if safe to do so).
- Meet the Fire Service on arrival and inform them of the situation. If the fire has been extinguished the Fire Service will still attend.
- Only re-enter the facility when authorised by the emergency authority.

Use of Megaphone where fitted:

- Push the siren button to alert all visitors. Sound siren for 10 seconds
- Talk into the megaphone to give instructions
- What to say -> "This is the warden, please evacuate in a calmly manner using your nearest exit (or Front door exit. Side door exit etc.)" to the assembly area located at (.....).

Use of Fire Alarm/Button where fitted:

- Push and twist the button in a clockwise direct to activate the alarm. Ensure it stays activated.
- Instruct all visitors to exit via their nearest exit to the assembly area located at (.....) in a calm manner.
- If required, Warden activating the alarm is to call 000 to notify them of the type and severity of the fire.
- To deactivate the alarm, push and twist the button in an anti-clockwise direction.
- Warden to activate the alarm will be in charge of evacuation

5. UTILITIES

- 5.1. Council is not responsible for making alternate provisions for utilities should there be any restriction to supply imposed by the provider, e.g. gas or electricity rationing.

6. CONSUMABLES

- 6.1. Each Hirer will provide their own tea, coffee, sugar, biscuits, detergent, garbage bags, cleaning products etc.

7. DAMAGE

- 7.1. Any damage to the facility or personal damages must be immediately reported to the Council.
- 7.2. No notice, sign, advertisement, scenery fittings or decorations of any kind shall be erected in the facility or attached to the walls, doors or any portion of the facility without prior consent of the Council.
- 7.3. Any extra insurance coverage deemed necessary by Council must be paid for by the Hirer and evidence of the insurance submitted to the Council.
- 7.4. If any damage is incurred to the facility during the occupation date(s) Council's assessment of damage shall be final, and the Hirer, upon request, shall pay Council the cost of repairing such damage.

8. DISORDERLY BEHAVIOUR

- 8.1. The Hirer is obliged to take reasonable steps to ensure that no spitting, obscene or insulting language or disorderly behaviour or damage to property occurs in or to any part of the facility during the occupation date(s).

9. POLICE ATTENDANCE

- 9.1. If instructed by the Council, the Hirer shall register their event at the facility with Queensland Police, Party Safe Registration to help minimise the risk of unacceptable behaviour occurring in, at, or around the facility during the event. Proof of registration of the event with the Queensland Police is to be produced upon request. Please access the link below and follow the instructions on how to register:
www.police.qld.gov.au/programs/cscp/personalSafety/youth/partysafe/registration
- 9.2. The Hirer shall if instructed by the Council, arrange for security for their event at the facility, at the Hirer's cost.

10. SUB - LETTING

10.1. No portion of the Facility hired shall be on-hired, sub licensed, or any booking transferred.

11. CLEANING

11.1. Hirers must leave the Facility in a clean and tidy condition.

11.2. Tables and chairs are to be cleaned with disinfectant spray.

11.3. Hirers are responsible for storing any equipment used in the appropriate place and ensure all directions regarding the staking and storage of items is adhered too.

11.4. At the conclusion of a meeting or function, the user group must remove all rubbish, sweep, mop and/or vacuum all surfaces. User groups not observing this request will be charged an hourly rate on each occasion. Casual Hirers must remove all rubbish from the facility.

11.5. If the cleaner is required to do additional cleaning, a fee will be deducted from the Bond.

12. KITCHEN ACCESS

12.1. All hirers/user groups must adhere to Environmental Health regulations and ensure that relevant permits are obtained prior to the function. Copies of permits are to be provided to the Council upon request. To ascertain if permits are required, please contact Council's Environmental Services Department on 1300 242 686.

12.2. The kitchen area (where provided) must be left in a clean and tidy condition after use including the refrigerator being emptied of all perishables and cleaned out, the stove and oven, if used, wiped and cleaned, all benches wiped clean, any spills on floor surfaces wiped up.

12.3. The kitchen remains a shared facility at all times.

12.4. Hirers need to supply their own crockery, cutlery, catering equipment, extra garbage bags and cleaning equipment unless already supplied at facility.

12.5. Caterers or hirers shall not take into any part of the facility any gas or electrical appliances (eg. spit roasts, portable fryer, hot plates, etc.) unless permission has been obtained from the Council.

12.6. Any catering requisites, appliances or fittings must be removed immediately after the function. If not removed the Hirer will be charged for each day such property remains in the facility.

13. SMOKING

13.1. Council endorses a "smoke free" policy for all indoor areas of the facility. Smoking inside the facility is prohibited.

13.2. Any smokers using the outside area must use the smoker's tray and must not smoke within 3 meters from the entrance to the building.

14. ALCOHOL

14.1. If a hirer/user group wishes to hold a function at the facility at which alcohol will be available, that group must first:

- Obtain permission from Council; and
- If necessary, under the Liquor Control Reform Act 1998, obtain a permit from the Liquor Licensing Commission.

Please access the link below and follow the instructions to lodge an online application:

<http://www.olgr.qld.gov.au/liquor/licensing>

Once you arrive at the Council Endorsement section please email the Application Number, First and Last name used on the application and Email Address used to lodge the application to

enquiries@chrc.qld.gov.au

You will be advised when you are able to proceed to payment by logging back into your application.

14.2. No drink carriers or devices which may damage the floor, may be used in the facility.

14.3. Hirers of the facility must take care to avoid spillages. In the event that a spillage occurs, the Hirer shall be responsible for the cleaning of the area.

14.4. Alcohol is not to be provided within any Central Highlands Regional Council facility to any person under the age of 18 years.

15. OBSTRUCTIONS

15.1. The Hirer shall ensure that the facility is not overcrowded and that all emergency exits, passageways and corridors remain free of obstructions.

16. LIGHTING

- 16.1. No variation to the lighting shall take place without prior approval of the Council. If any alterations are made to the configuration of the lights, they are to be returned to the original configuration.

17. DECORATIONS

- 17.1. Stage property, appliances or decorating materials brought into the Facility must have the consent of the Council. These, together with any other appliances or fittings, are to be removed from the facility before 9.00am on the day following their use. If not removed the Hirer will be charged for each day such items remain in the facility.
- 17.2. Any additional cleaning deemed to be necessary because of decorations will result in the Hirers being charged for additional cleaning costs.
- 17.3. Any Helium balloons brought into the facility are required to be weighted and not permitted to float free in the facility.
- 17.4. Any banners to be hung internally or externally at the facility are to be organised at the cost of the hirer.

18. SEATING

- 18.1. The Hirer may vary the arrangement of seats in the facility provided that they are returned to their original configuration.

19. MAXIMUM ACCOMMODATION

- 19.1. The maximum number of persons allowed in the facility varies according to the facility, room size, use and type of function. Room capacities must not be exceeded (Refer to the individual facility information pamphlet).
- 19.2. The hirer shall adhere to the provisions of the Building Fire Safety Regulations 2008 regarding the maximum number of persons permitted to use the premises.
<http://www.legislation.qld.gov.au/LEGISLTN/CURRENT/B/BuildgFireSR08.pdf>

20. STRUCTURES

- 20.1. No permanent or semi-permanent structures are to be erected in or on the facility.

21. OPEN FLAME LAMPS

- 21.1. No open flame lamps shall be used in any part of the facility.

22. THEFT

- 22.1. Council or its staff is not liable for any loss or damage sustained by the Hirer, or any person or firm supplying any article to the Hirer.
- 22.2. Any suspected theft should be reported immediately to Queensland Police and Council

23. ANIMALS

- 23.1. Animals are not permitted in the inside facilities unless such animal is a registered assistance animal. E.g. Guide dog.

24. NOTICE BOARDS

- 24.1. Notice boards at the facility are provided for general use.
- 24.2. No commercial advertising material may be placed on the noticeboards without Council approval.
- 24.3. CHRC reserves the right to remove material from notice boards and does not endorse the views of the hirer of the facility.

25. PERFORMING RIGHTS

- 25.1. The Hirer shall not produce or permit to be produced at the facility, any dramatic or musical work in infringement of copyright or performing rights. The Hirer agrees to indemnify Council against any claim for breach of copyright.

26. INSURANCE

- 26.1. Council requires that hirers hold Public Liability Insurance for a minimum cover of \$20,000,000 in respect of personal injury and property damage as a result of activities undertaken by hirers.
- 26.2. Incorporated bodies, sporting clubs, associations of any kind or profit making/commercial activities are not covered under the policy. These types of groups should hold their own liability insurance and

provide a certificate of currency prior to hiring any facility.

- 26.3. Council policies do not cover user groups or hirers. Use of the facility is at the sole risk of the Hirer and Council shall not in any way be liable for injury, damage or loss incurred or sustained to any person or property by the use of the facility.
- 26.4. The Hirer of the facility shall not knowingly do anything which may invalidate the conditions of any insurance policies held by Council and shall immediately cease any event which has that effect even if not requested to do so by Council.

27. COUNCIL RIGHTS

- 27.1. Any Council officer or approved contractor shall, upon presentation of appropriate identification, be entitled access to every part of the building.
- 27.2. Council has the right to cancel any bookings when the facility is required for Council functions, Municipal Elections, State or Federal Elections. Monies paid will be refunded. The Hirer agrees in such case to accept the cancellation by Council and to have no claim at law or in equity for any loss or damage.
- 27.3. Council has the right to cancel any bookings should the facility be required for the delivery of essential or emergency services in response to natural or other emergencies. Monies paid will be refunded. The Hirer agrees in such case to accept the cancellation by Council and to have no claim at law or in equity for any loss or damage.
- 27.4. Council reserves the right to restrict use of its facilities for activities such as but not limited to:
- Birthday parties
 - Conduct a private business
 - Trade shows
 - Or for any other Event or function, at its absolute discretion.

28. BREACHES

- 28.1. Any Hirer, user group or person committing a breach of the conditions contained in the Facility Hire Agreement to Use is liable to be refused future access to the facility.

29. GRIEVANCES AND DISPUTE RESOLUTION

- 29.1. If any dispute arises between a Hirer and Council in respect of this Agreement, either party must give written notice of the dispute to the other party. The parties must then take all reasonable steps to resolve the dispute.
- 29.2. If the dispute remains unresolved and Council considers that the Hirer has been and continues to be in breach of the Agreement the Council will immediately end this Agreement without notice.
- 29.3. If in the event of any dispute or difference arising as to the interpretation of these conditions, or of any matter contained therein, the decision of Council shall be final.

30. CONDITIONS OF HIRE

- 30.1. These Conditions of Hire may be altered or extended by the Council at any time.

31. HOURS OF OPERATION

- 31.1. Council Operational Hours
Monday to Friday 8:30am – 5pm

For any other general enquires regarding venue hire please contact Central Highlands Regional Council on

1300 242 686