

## Chinchilla Cultural Centre - Venue Hire Application

### IMPORTANT NOTICE:

Western Downs Regional Council is collecting personal information you supply on this form in accordance with the Local Government Act 2009. The personal information collected on this form will be used to process the hire application and administration relating to the hire of the venue. Your personal information will be accessed by persons who have been authorised to do so. Your information may be provided to a relevant insurance provider/s in the event of an incident or claim. Your information will not be given to any other person or agency unless required by law. Your personal information is handled in accordance with the Information Privacy Act 2009.

Staff Initials:

Date:

**Please complete the application in clear BLOCK writing and return all pages to the Council Venues Team at [Venues@wdrc.qld.gov.au](mailto:Venues@wdrc.qld.gov.au) or drop into any Western Downs Regional Council Customer Contact Centre.**

### Venue Details

Area of Hire	<input type="checkbox"/> Chinchilla Cultural Centre (Full Centre, Excluding Theatre)
	<input type="checkbox"/> Soldier's Memorial Auditorium (Hall)
	<input type="checkbox"/> Wattle Room (Including Kitchen)

### Applicant/Organisation Details

Applicant/Organisation:			
Organisation ABN:			
Contact Person:			
Address:			
Suburb:		Postcode:	
Phone (h):		Phone (m):	
Email Address:			

### Event/Booking Details

Type of Event:	<input type="checkbox"/> Recurring Booking		
Name of Event:			
Time & Date of Event:			
Date & Time Required: (Including Set Up & Pack Down)	Check In	Date:	Time:
	Check Out	Date:	Time:
Number of Attendees:	<i>(approx. number of attendees, required for Venues statistics reporting)</i>		
Event Requirements:	Projector Required	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Microphone Required	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Static Stage Lighting Required	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Gold Bollards - Red Velvet Ropes (x10)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Red Carpet (1.8m x 3.8m)	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Hirer Acknowledgement \_\_\_\_\_



	Stage/ Back of stage and dressing rooms access required	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	AV Control Room access required *	<input type="checkbox"/> Yes	<input type="checkbox"/> No

\*Terms and Conditions apply see below for further information

### Insurance and Licencing Details

<p>Public Liability Insurance Requirements:</p> <p>When hosting a function or event on Council controlled land, you must have the correct public liability insurance in place.</p> <p>Public liability insurance covers your function or event for any injury, loss or damage suffered, or claimed to be suffered by persons attending your function or event as a result of your function or event.</p>	<input type="checkbox"/> Frequent Hirer - Hiring more than 12 days in a calendar year - You WILL need to hold and maintain during the period of hire, a Public Liability Insurance policy with a limit of indemnity of at least \$20 Million. <b>A certificate of currency MUST be attached to this application.</b>		
	<input type="checkbox"/> If you are a sporting body, club, association, corporation or incorporated body or a commercial activity - You WILL need to hold and maintain during the period of hire, a Public Liability Insurance policy with a limit of indemnity of at least \$20 Million. <b>A certificate of currency MUST be attached to this application.</b>		
	<input type="checkbox"/> If you are a non-commercial, non-profit making and non-incorporated body and hiring 12 days or less - you MAY be covered by the Council's Casual Users Liability Insurance. <b>Please complete and submit the Casual Hirer Acknowledge and Declaration Form.</b>		
Liquor Licence Details:	Will Alcohol be at the event:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Liquor Licence Details: The selling of alcohol requires the hirer to obtain a liquor licence for the event - refer to the Office of Liquor, Gaming and Racing to obtain a licence.		
Food Licence Requirements:	Will Food be at the event:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Food Licence Requirements:		
	For information of food licence requirements please contact Western Downs Regional Council Environmental Health Team		

### Banking Details - \*Mandatory Field for All Hirers to Complete

New and Existing Hirers to Complete for Security Bond Refund Processing			
Account held in the name of:			
Financial Institution BSB:		Account Number:	
Financial Institution Name:			
Remittance Advice Email Address:			
Security Bond Fee:	\$		
Bank details verified by WDRC officer:		Date:	/ /
WDRC Staff Signature:		Bond Trust ID:	
WDRC Creditor Number: New or Existing			

### Attachments

Please attach supporting documentation;

- Food Licences/Certificates
- Liquor Licence/Certificates
- Insurance Certificate or Casual Hirer Acknowledge and Declaration Form
- Current Not-For-Profit proof of status

### Customer Signature

Hirer Acknowledgement \_\_\_\_\_ 



Name:

Signature:

Date: / /

*I/We, the above applicant, accept the hire costs and venue limitations as set by Western Downs Regional Council and agree to pay the required fees prior to the above event date. I understand that until all documentation and payment is received my booking date is not secured or confirmed. I have read the Terms and Conditions of Hire and hereby accept and agree to abide by the outlined conditions.*

## CHINCHILLA CULTURAL CENTRE

### Terms & Conditions of Hire

*All sections are required to be completed for application forms to be accepted. Terms and Conditions are required to be acknowledged for the application to be accepted, please place initials at the base of each page to confirm understanding of the requirements.*

***Please note this centre is a designated Evacuation Centre which can be activated at any time, evacuations will take precedence over all events with no exceptions.***

#### CONDITIONS OF HIRE

The hirer will be responsible for ensuring the use of the venue complies with the approved purpose and all other conditions of hire. Hirers must not sub-lease or make the venue available for hire to any other individual or group. Council reserves the right to refuse entry, cancel hire or refuse hire of the venue. A breach of the hire arrangement will result in the Council refusing to agree to any future hire to the applicant, including any future confirmed bookings. All hirers must be over 18 years of age and Council may request proof of ID. Staff members shall have authority to terminate the hire arrangement forthwith in the event of non-compliance, if in the reasonable opinion of the staff member that the breach is likely to continue.

Failure to comply with the terms and conditions of hire outlined in this document will result in the forfeiture of all or a portion of the paid security bond.

#### BOOKINGS

In all cases, applications for the use of the Centre are to be made to the Western Downs Regional Council. An application will not be accepted without a signed current Chinchilla Cultural Centre Venue Hire Application form. All venue booking applications are to be forwarded to [venues@wdrc.qld.gov.au](mailto:venues@wdrc.qld.gov.au) or handed into any WDRC Customer Contact Centre. Bookings are accepted on the understanding that the hirer has already inspected the premises and satisfied themselves, to the adequacy and suitability of the facilities and the equipment.

#### CANCELLATIONS OR ALTERATIONS OF BOOKINGS

Written notification to cancel or change regular bookings stated on a hire form is required from all groups and individual hirers. It is the hirers responsibility to notify WDRC Venues staff of any changes 14 days prior to the confirmed commencement date otherwise you will be charged as per your booking confirmation. Extenuating circumstances will be exempt from the 14-day notification period. Any requests for alterations to a confirmed booking must be made in writing and are subject to approval by Council. Recurring booking cancellations require 30 days written notice of intent to discontinue use of Facility on a permanent basis.

#### FEES

Hire fees are in accordance with the agreed Council Schedule of Fees and Charges that are reviewed annually as part of the standard Council budgetary process. Council requires full payment of fees and security bond before the commencement of hire. Failure to pay stipulated fees and bonds will render any booking or agreement void, keys will not be handed over until full payments are received.

#### KEYS

Keys will be provided during the pre-event check-in inspection with a WDRC Venue employee. Upon completion of the venue handover, the hirer assumes responsibility for ensuring the security of the facility. Under no circumstances are duplicate keys to be made. Upon completion of the booking, a post-event check-out inspection will be completed by both the hirer and the WDRC Venue Officer to inspect for any damages, return the keys and site. The hirer will be responsible for the cost of replacing any lost or damaged keys.

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## USAGE TIMES

Approval to hire Chinchilla Cultural Centre applies only to the times and dates confirmed and shall not commence prior to the prearranged time. A single-day hire period is from 1 p.m. to 10 a.m. the following day. Any additional time required outside that frame will incur additional hire fees. If the function extends past the hired period, additional hire fees will be applicable. Set-up and pack-down requirements should be considered and included on your hire application form.

### Indoor Venue Noise Limits

Time	Day	Noise Limit
7 am to 10 pm	Everyday	No more than five decibels (A) above the background noise level
10 pm – 12 am	Everyday	No more than three decibels (A) above the background noise level
12 am – 7 am	Everyday	No noise, audible noise

All noise is to cease at 12 a.m. (**midnight**). Failure to comply and/or reports or complaints received by Council with respect to noise after this time may result in the refusal of future hires. Should a police call-out be required and/or a noise abatement notice be issued as a result of the hirer's failure to comply with a noise warning, this will result in refusal of future hire.

## GENERAL SAFETY

All hirers must comply with relevant Work Health and Safety guidelines. The hirers shall ensure all provided emergency exits are clear, unlocked, and useable at all times throughout the hire period. Emergency exit lights shall be kept on at all times. The hirer is responsible for ensuring that all persons have vacated the building prior to lock up procedures. Electrical cords, fittings, switches, and other electrical appliances used by the hirer must comply with the appropriate Australian Standards and display a current electrical test tag.

## CONTROL OF CENTRE

Hirers must not allow the premises to be used in a disorderly manner, or in any manner likely to cause any annoyance to neighbours or to bring disrepute to the WDRC. Council reserves the right to alter the term and conditions and charges at any time without notice. The general administration and control of the Centre is vested in the Council, who shall exercise absolute discretionary powers of the good order and control at such premises. The hirer must comply with all statutory rules, provisions and regulations of the Commonwealth and state governments for the time being in force.

## HIRERS DUTY OF CARE

Hirers are reminded of their common law duty of care to persons who utilise the facility during the period of their hire and the consequent need for them to conduct their activities in such a way to minimise the likelihood of accident, loss, damage, or injury being sustained to any person as a result of such activities (refer to 'Control of the Centre'). Hirers must obtain insurance for an amount that will provide adequate cover against all insurable public and other risks in relation to their proposed activities, should such a fully paid-up policy not already exist in their name.

## INSURANCE

Western Downs Regional Council maintains a Broad form Liability Insurance Policy providing coverage for 'Casual Hirers'. The cover is available to natural persons who are non-commercial, not incorporated, and irregular users of Council Facilities. Further information regarding this cover is available from Council. High risk activities, sports, inflatables, and photo booths are not covered in Council Casual Hirer's Liability. All Hirers who are not 'Casual Hirers' must provide to Council a Certificate of Currency indicating Public Liability and Indemnity Cover of no less than \$20 Million (\$20 million dollars) per claim. This certificate must accompany the hire form in order to secure a booking.

## INDEMNITY

The hirer undertakes to hold Council indemnified against all claims, losses, actions, damages, costs (including legal costs) and expenses whatsoever arising out of, or in connection with the hiring of the venue.

## COMPLIANCE WITH LAWS

The hirer must ensure compliance with all applicable laws. If the hirer intends to sell food or alcohol at the venue, the hirer must obtain the appropriate licenses or permits and have these available for viewing during the booking should

Hirer Acknowledgement \_\_\_\_\_ 



they be requested. Food Licenses can be attained through Council's Environmental Health team while Liquor Licenses can be attained through the Office of Liquor and Gaming.

#### **VEHICLE ACCESS**

Vehicles are not to be driven on the grassed areas surrounding the Centre. Parking is permitted in designated lined spaces only.

#### **AV CONDITIONS OF USE**

The hirer will be responsible for ensuring any default settings altered during their event are reset to the pre-installed default, and the system is fully operational post-event. This includes any changes made to the frequency of microphone settings, changes to the static light bar configurations, pre-set default settings and any other operational changes made to sound, lighting and the AV systems. In the event, that default settings are not restored and a technician is engaged to correct issues, the associated charges to clean/repair any damage that exceeds the security bond, the hirer will be invoiced, and this will be a debt due and owing to Council.

#### **DAMAGES**

The hirer shall be held responsible for and be required to make good any loss or damage to property, furniture, appliances, or apparatus occurring during the period of hire. Damage shall be deemed to include articles chipped or cracked, discoloured or disfigured. The Council shall not be held responsible in any way for the damage to or loss of any property whatsoever placed in the Centre by the hirer, nor for any loss occasioned by the hirer through accident or failure of the electricity or other plant or by any unavoidable cause. If costs to clean/repair any damage exceed the bond, the hirer will be invoiced outstanding amounts, and this will be a debt due and owing to the Council.

#### **TEMPORARY FIXURES AND DECORATIONS**

Any floor, wall or ceiling surface (internal or external) of the facility must not be broken or pierced by nails, screws, or other contrivances. Nor may any writing, printing, painting, or other decoration be made. Should streamers, banners, posters, or other decorations be permitted, they should be affixed in such a way as to cause no damage, discolour, or disfigurement to the paintwork, etc, and must be taken down and removed from the premises after the conclusion of the function. Adhesive tape and blu-tack are not acceptable methods of attachment. Please discuss with a Venues Officer if you are unsure. Please ensure when planning table arrangements emergency exits and firefighting equipment are obstruction-free with a 1m clearance buffer.

#### **LOCK UP PROCEDURE**

The hirer shall ensure that all lights are off, all air-conditioning units are off and all doors are locked when exiting the facility. Failure to secure the premises could result in a security call-out with damage costs from failure to lock up the premises being deducted from the hirer's bond.

#### **CLEANING REQUIREMENTS**

The hirer is responsible for the condition of repair and cleanliness of the centre after the event and should ensure the following items have been completed. Additional hire charges may apply if items are left on site post-event. It is the expectation that hirers return the facility in a clean hygienic condition 'as received' at the conclusion of the hire.

Including;

1. All electrical appliances have been turned off;
2. All refrigerators are turned off, empty, have been cleaned, doors left ajar to prevent mold;
3. All food preparation areas are clean and free from food. Discarded food items removed to external bins;
4. The oven, grill and fryer drip/catchment trays are clean, dry, and replaced;
5. Caterers shall remove all their equipment before check-out;
6. Bar area drip trays will be clean, dry, and empty;
7. Removal of all rubbish to external wheelie bins/skip bins;
8. Wipe down all tables & chairs prior to restoring;
9. Sweep and mop all floors within the venue;
10. Wipe down surfaces in the kitchen, removing food residue and oils;
11. Ensure bathrooms (kitchen and stage) are left clean and all rubbish removed;
12. Crockery is to be left clean and dry, cutlery is to be left clean and polished;

All items used are to be returned to allocated locations. **Please refer to the Chinchilla Cultural Centre Event Cleaning Checklist for a full list of requirements.**

Hirer Acknowledgement \_\_\_\_\_ 



Where these conditions are not met or excessive post-event cleaning is required, additional cleaning charges will be payable by the hirer.

### **SIGNAGE**

Signage is not to be erected at the venue without prior written approval from Council.

### **SMOKING**

Smoking is permitted in the designated outdoor smoking area under the common smoking legislation. Smoking must be restricted to designated areas only and any discarded butts disposed of appropriately. The Hirer shall ensure that no person vapes, smokes, or carries a lit cigar, cigarette, pipe, match, or naked light in any interior part of the centre.

### **ALCOHOL**

If alcohol is to be sold at an event it is the responsibility of the hirer to attain the appropriate liquor licence. Prior approval is required from the Council as a condition of any license. All persons serving alcohol must be supervised by a person holding a current RSA endorsement. It is against the law to serve alcohol to or allow anyone to supply alcohol to, someone who is (a) a minor, (b) unduly intoxicated, or (c) disorderly. ID will be required for any person that looks under 18 years of age and if acceptable ID is not shown, service of alcohol must be refused. Please ensure all guests are aware of this policy.

### **FIRE SAFETY REGULATIONS/EVACUATION PLAN**

The *Building Fire Safety Regulations 2008* must be enforced. 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;
- Knowledge of the location of all fire exits in the facility and can direct guests to these fire exits as required;
- Knowledge of the location of prescribed fire safety installations/equipment provided in the facility.
- Use of a smoke machine or any such device that could trigger the fire alarm is prohibited Please be aware the fire alarms are INTERNAL only so you will need to call 000 should a fire occur.

No open radiators, exposed globes, or gas-fuelled devices are permitted within the facility. No pyrotechnic devices/displays or open flames are permitted in or around the facility. Any stage prop, curtain, fabric, cardboard, papier-mache, etc. must not be placed near lights or any other devices generating heat and posing a fire risk. Such items must comply with AS1530.3 in respect of fire indices.

### **PRIVACY**

Recording or photographing any event in the venue must only be done with the permission of the Principal Hirer. The publication of any such recordings or images is subject to the approval of the individuals portrayed in the media in accordance with Common Privacy Laws.

### **DISPUTES**

In the event of any dispute or difference arising as to the interpretation of the Terms & Conditions of Hire, to any matter or thing therein contained, or as to the meaning of any of the terms and conditions, the decision of the Western Downs Regional Council thereon shall be final and conclusive.

### **AGREEMENT**

The Western Downs Regional Council will take all reasonable steps to ensure the conditions required by the client are met, however, Western Downs Regional Council cannot be held responsible if unable to carry out the terms due to circumstances beyond our control including, but not limited to, power disturbances, industrial disputes, fire, flood, vandalism, or any act that prevents or inhibits the normal operation of this venue.

## **Hirer/User Representative:**

*I acknowledge that the above initialled pages indicate that I have read and agreed to the above Terms and Conditions outlined by the Western Downs Regional Council for the hire of Council venues.*

Hirer Acknowledgement \_\_\_\_\_ 



<i>Printed Name</i>	<i>Signature</i>	/ / <i>Date</i>
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## Fire & Evacuation Instructions - Community Facilities Guidelines

### Instructions

The instructions given take into account the following components:

- The location of the buildings' escape routes (fire exits and pathways to an exit).
  - A procedure for conducting members of the public to an exit and then to the designated assembly area (safeplace).
1. Checking of all rooms (including toilets) for people (after assessing the risk from smoke or fire).
  2. The location of fire fighting equipment (fire extinguishers, blankets, and hose reels).
  3. The location of fire alarms or equipment for warning of fire (if applicable).
  4. The method of operation of fire fighting equipment (fire extinguishers, blankets, and hose reels).
  5. The method used to activate fire alarms or equipment for warning of fire (if applicable).
  6. Making the announcement for occupants of the building to evacuate. This can be delivered via messengers or a public address system (if available)
  7. Contacting the Fire Service using the '000' telephone number passing on the details of the emergency.
  8. Assessing the effectiveness of the building evacuation, with consideration as to who may be missing and where they may still be within the building. (Conducting a head count).
  9. Meeting the attending Fire Service Officer to pass on updated details of the emergency.

### Hirer/User Representative:

*I acknowledge that I have read and understood the above Guidelines and Instructions and that I will provide the information to nominated persons who will be acting as Fire & Evacuation Wardens for the duration of the event and will adhere to legislative requirements under the Building Fire Safety Regulation 2008.*

<i>Printed Name</i>	<i>Signature</i>	/ / <i>Date</i>
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Hirer Acknowledgement \_\_\_\_\_ 

