

## Tara Showgrounds - Venue Hire Application

### IMPORTANT NOTICE:

Western Downs Regional Council is collecting personal information you supply on this form in accordance with Local Government Act 2009. The personal information collected on this form will be used to process 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"/> Full Showgrounds		<input type="checkbox"/> Part Showgrounds	
	<b>For part venue hire please select ALL relevant areas below</b>			
	<input type="checkbox"/> Bar	<input type="checkbox"/> Undercover Area	<input type="checkbox"/> Luncheon Hall	<input type="checkbox"/> Toilets/Showers
	<input type="checkbox"/> Sheepdog Arena	<input type="checkbox"/> Main Arena	<input type="checkbox"/> Cattle Sheds	<input type="checkbox"/> Polo X Grounds
	<input type="checkbox"/> Show Sheep Shed	<input type="checkbox"/> Rodeo Arena	<input type="checkbox"/> Founders Pavilion	

### Applicant/Organisation Details

Applicant/Organisation:			
Organisation ABN:			
Contact Person:			
Address:			
Suburb:		Postcode:	
Phone (h):		Phone (m):	
Email Address:			
Organisation Status:	<input type="checkbox"/> Commercial <input type="checkbox"/> Private <input type="checkbox"/> Not-For-Profit <input type="checkbox"/> ESUG (Endorsed Showgrounds User Group)		

### Event/Booking Details

Type of Event:			
Name of Event:			
Time & Date of Event:			
Date & Time Required: (Set Up & Pack Down)	Check In	Date:	Time:
	Check Out	Date:	Time:
Expected Number of Attendees:	(Estimated No. of Attendees. Required for Venues Statistics Reports)		

### Insurance and Licencing Details

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

<b>Public Liability Insurance Requirements:</b> When hosting a function or event on Council controlled land, you must have the correct public liability insurance in place.  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.	<input type="checkbox"/> <b>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> <b><i>A certificate of currency MUST be attached to this application.</i></b>	
	<input type="checkbox"/> <b>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> <b><i>A certificate of currency MUST be attached to this application.</i></b>	
	<input type="checkbox"/> <b>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> <b><i>Please complete and submit the Casual Hirer Acknowledge and Declaration Form.</i></b>	
<b>Liquor Licence Details:</b>	Will Alcohol be at the event:	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<b>Liquor Licence Details:</b> 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.	
<b>Food Licence Requirements:</b>	Will Food be at the event:	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<b>Food Licence Requirements:</b> 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 application 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**

*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.*

Name:	Signature:	Date:      /      /
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Hirer Acknowledgement 



# TARA SHOWGROUNDS

## Terms & Conditions of Hire

*All sections are required to be completed for applications forms to be accepted. Terms and Conditions are required to be acknowledged for application to be accepted, please place initials at the base of each page to confirm understanding of 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 hired areas 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 may 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 the authority to terminate the hire arrangement forthwith in the event of non-compliance if, in the reasonable opinion of the staff member, the breach is likely to continue.

Relocations of the Tara Showgrounds Undercover Grandstands must be requested and approved via email to [venues@wdrc.qld.gov.au](mailto:venues@wdrc.qld.gov.au), a registered crane operator must be engaged to move the structures ensuring all slinging, rigging and spotter requirements are followed. Grandstands are not to be pushed/pulled or moved by any means that may cause damage to the integrity of the structure frame. The stands must be replaced into the original location post-event, this is at the expense of the hirer.

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

### BOOKINGS

In all cases, applications for the use of the Showgrounds are to be made to the Western Downs Regional Council. An application will not be accepted without a signed current Tara Showgrounds Venue Hire Application form submission. All venue booking applications are to be forwarded to [venues@wdrc.qld.gov.au](mailto:venues@wdrc.qld.gov.au) or handed to a customer contact centre officer at any Western Downs Regional Council customer contact centre. Bookings are accepted on the understanding that the Hirers have already inspected the premises and satisfied themselves as 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 hirer's 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 the Council and booking availability. Recurring booking cancellations require 30 days written notice of intent to discontinue the use of the Facility on a permanent basis.

### FEES

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

### KEYS

Keys will be provided during the pre-event check-in with a Western Downs Regional Council Venue employee. Upon completion of the venue handover, the hirer assumes responsibility for ensuring the security of the facility. Upon completion of the booking, a post-event check-out inspection will be completed by both the hirer and the WDRC Venue employee to inspect for any damages and return the keys and site. The hirer will be responsible for the cost of replacing any lost or unreturned keys.

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## USAGE TIMES

Approval to hire the Tara Showgrounds applies only to the times and dates confirmed and shall not commence prior to the prearranged time. A single-day hire period is from 10 a.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.

### Open Air Events Allowable Noise Times and Levels

Time	Day	Noise Limit
7 am to 10 pm	Everyday	Noise no louder than 70 decibels
10 pm – 12 am	Everyday	Noise no louder than 50 decibels Or 10 decibels above background noise level
12 am – 7 am	Everyday	No audible noise
Liquor Licenced Events	Everyday	Contact the Liquor Licensing Division on 13 13 04

All noise is to **cease at 12 a.m. (midnight)**. Failure to comply with set noise restrictions resulting in complaints or security call outs will result in the refusal of future hires. If excessive noise limits or complaints are received and directed to *Council's After-Hours Number 1300 COUNCIL (1300 268 624)*, a Council Contracted Security Officer will be engaged to attend site. Should a Council Contracted Security Officer call-out be required and/or a noise abatement notice be issued, a call-out fee will be deducted from hirer's bond or on-costed, 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. Emergency exit lights must be kept on at all times. The Hirer is responsible for ensuring that all persons have vacated the premises at the completion of the event, 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 GROUNDS

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 Western Downs Regional Council. The Council reserves the right to alter the rules and charges at any time without notice. The general administration and control of the grounds 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 as 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 Grounds'). Hirers should obtain a policy of insurance for an amount which will provide adequate cover against all insurable public and other risks in relation to their proposed activities in the Centre, should such a fully paid-up policy not already exist in their name.

## INSURANCE

The 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 the 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 the 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.

#### **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. The Hirer will be responsible for reimbursing the Council for any damages/breakages/losses in the centre. 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. In the event that costs to clean/repair any damage that exceeds the bond, the hirer will be invoiced, and this will be a debt due and owing to the Council.

**\*All damage is to be reported to Council during business hours 07 4679 4000 (8:00 am - 5:00 pm Monday to Friday)**

#### **TEMPORARY FIXTURES AND DECORATIONS**

Any internal or external floors, walls or any parts 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 on the walls. Should streamers, banners, posters, or other decorations be permitted, they should be affixed in such a way as to cause no damage 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 turned off and any doors are locked when exiting the facility. Failure to secure the premises could result in a security call-out. In the event of a security call out or any damage from failure to lock up the premises, costs will be deducted from the hirer's bond.

#### **CLEANING REQUIREMENTS**

Hirers cleaning expectations are the facility be returned in a clean hygienic condition "as received" at the conclusion of the hire. Removal of all rubbish to wheelie bins/skip bins provided, wipe down tables & chairs and sweep floors. Mop all floors within the venue & wipe down surfaces in the kitchen. Ensure bathrooms are left clean and all rubbish is removed. All items removed are to be returned to allocated locations. **Please refer to the Tara Showgrounds Event Cleaning Checklist for a full list of requirements.**

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

#### **KITCHEN/BAR**

The Hirer is responsible for the condition of repair and cleanliness of the kitchen and bar areas at the conclusion of the event and should ensure the following items have been attended to;

1. All electrical appliances have been turned off;
2. All refrigerators are empty and have been cleaned, doors are left ajar to prevent mold;
3. All food preparation benches are clean and free from food waste;
4. All crumbs shall be removed from appliances, and appliances restored;
5. Any hired Caterers shall remove all their own equipment at the conclusion;
6. The Hirer will need to supply their own tea towels;

When the bar facilities are used all refrigeration shall be turned off at the conclusion of an event and all beer lines and other equipment shall be left clean and free from waste material.

All remaining food and beverage stock is to be removed from the Showgrounds at the conclusion of the. Additional hire charges may apply if items are left on site post-event.

Please refer to the **Tara Showgrounds Cleaning Checklist** for a full list of cleaning and pack-down requirements. Where these conditions are not met or excessive cleaning is required, additional cleaning charges will be payable by the hirer.

#### **SIGNAGE**

No signage is to be erected at the venue without prior written approval from Council.

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



## SMOKING

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

## 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 licence. 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 may 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-fueled 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 within 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.

## CAMPING

General camping by the public is not permitted unless:

- Forms part of an organised event at the showgrounds;
- Provision for small numbers of livestock requires;
- The camping forms part of a planned activity/event, and Prior approval has been sought and granted by Council and Camping fees have been paid.

## PETS; DOGS AND CATS

The *Queensland Animal Management (Cats and Dogs) Act 2008* requires all cats and dogs to be microchipped and registered. Owners are to ensure their pet's waste (poos and wees) are cleaned up daily, to avoid creating odour or a food source for other rodents.

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**LIVESTOCK REQUIREMENTS**

In all Council's showgrounds/reserves, it is the responsibility of the hirer to report all movements of Livestock (Cattle, Sheep, Goats, Pigs, Poultry, and Horses) to the NLIS database and in accordance with Queensland's Biosecurity Act 2014, which commenced on 1 July 2016. To find out more about your responsibilities visit [www.biosecurity.qld.gov.au](http://www.biosecurity.qld.gov.au) or 13 25 23.

- NLIS - National Livestock Identification System
- Tick Requirements
- Disease
- Weed Seed

All livestock must be located within the relevant stock holding areas when not in use; and not secured or tied to trees, taps, or running rails within the facility. As users of the facility, you are reminded of your obligations to follow the terms and conditions of hire and adherence to all relevant legislation which includes the keeping of livestock movement records for 2 years and the reporting of livestock movements to the NLIS database within 48 hours of the movement.

Is a requirement of the hirer to complete the livestock register, these are located onsite at the Cattle Yards and Stallion Stables, or by scanning the facility QR Code available at the entry points to hire the facility.

Livestock manure and fees are to be removed from all areas of the facility including stables, covered indoor arena, pathways, and placed at the designated livestock waste collection points. If the Council believes that the standard of cleaning after an event is not a suitable standard, the Council reserves the right to have the site cleaned and the costs deducted from the bond.

Please contact Western Downs Regional Council Venues Staff for further information on livestock movement requirements or associated facility PIC numbers, the Tara Showgrounds **PIC Number QDTA0528**.

**RUBBISH REMOVAL AND COLLECTION**

The hirer is responsible for ensuring all rubbish is placed in the bins provided at the rear of the building. At the conclusion of an event, all bins are to be placed in the allocated location within the grounds for collection. If you think your event will require more, please discuss it with a Council Venues Officer.

The removal, servicing and costs of any **additional** wheelie/skip bins bought onto the Tara Showgrounds are the responsibility of the hirer.

Please do not place general waste in the recycling or cardboard bins, doing so will result in the cost of collection, which will be deducted from the bond.

 **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.

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



# 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>/ /</i> <i>Date</i>
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Hirer Acknowledgement \_\_\_\_\_ 

