

Application for Showgrounds Hire and Terms & Conditions of Hire

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 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

Booking Information	<p>Western Downs Regional Council operates three of the seven showgrounds within the region. This form is to be completed when you wish to hire the showgrounds listed below.</p> <p>Individual showgrounds Fact Sheets listing additional information is available on request info@wdrc.qld.gov.au or alternatively Council's website www.wdrc.qld.gov.au A copy of the register of fees & charges is available on request (07) 4679 4000 or alternatively Council's website www.wdrc.qld.gov.au. The fees & charges are subject to change annually in July.</p>
Showgrounds Locations	<input type="checkbox"/> Dalby Showgrounds
	<input type="checkbox"/> Tara Showgrounds
	<input type="checkbox"/> Wandoan War Memorial Racing & Recreational Reserve

Applicant/Organisation Details

Applicant/Organisation:			
Contact Person:			
Address:			
Suburb:		Postcode:	
Phone (h):		Phone (m):	
Email Address:			
Type of Organisation	<input type="checkbox"/> Private or not for profit	<input type="checkbox"/> Commercial	
	<input type="checkbox"/> Showgrounds improvement committee member/users		
Insurance (please tick one)	<input type="checkbox"/> Hiring more than 10 times in a calendar year - you WILL need Public Liability Insurance of \$20 Million		
	<input type="checkbox"/> Event open to the Public - you WILL need Public Liability Insurance of \$20 Million		
	<p>Hiring 10 times or less in a calendar year - you may need Public Liability Insurance:</p> <input type="checkbox"/> If you are a sporting body, club, association, corporation or incorporated body you WILL need Public Liability Insurance		
			<input type="checkbox"/> If you are a non-commercial, non-profit making and non-incorporated body and hiring 10 times or less, you are covered by the Council's Casual Users Liability Insurance.



Booking Details

Booking/Event Name		
Date/s Required		Recurring Booking <input type="checkbox"/>
Setup date and Time Required		
Number of People Attending		
Is an Invoice Required	Bond <input type="checkbox"/> Yes <input type="checkbox"/> No	
	Hire Fees <input type="checkbox"/> Yes <input type="checkbox"/> No	
Area/s Required		

Customer Signature

I/We, the above applicant/s, accept the hire costs as set by Western Downs Regional Council and agree to pay the required fees on finalisation of this form. I/We have read the Terms and Conditions of Hire and hereby accept and agree to abide by the conditions.		
Name:	Signature:	Date:

Attachment Checklist

Insurance	<input type="checkbox"/> Public Liability Insurance - Certificate of Currency
Will Alcohol be sold at this event?	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, a copy of the Liquor License is to be attached to this Application
Will food be sold at the event?	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, a copy of the Food License is to be attached to this Application
Will Tents or Marquees be used?	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, detail location (attached separate page if required)

Office Use Only

Fees to be paid:	\$	Receipt No & Date Paid:	
Bond to be paid:	\$	Bond Trust No. & Date Paid:	
Booking Confirmed:		Receipt No & Date Paid:	



Western Downs Regional Council Showgrounds Terms and Conditions of Hire

Bookings

Usage of Western Downs Regional Council (Council) showgrounds/reserve must be applied for by completing the *Application for Showgrounds Hire and Terms of Conditions of Hire* form and returning the completed form to Facilities Department, Western Downs Regional Council, PO Box 551 DALBY QLD 4405 or email: info@wdrc.qld.gov.au

Confirmation of Booking

All applicants must follow the procedures outlined in the *Application for Showgrounds Hire and Terms & Conditions Hire* form. The Hirer will be responsible for ensuring the use of the showgrounds/reserve complies with the approved purpose and all other conditions of hire. Any Hirer granted approval to use a Council facility and/or reserve is at no time permitted to sub-lease or make it available for hire to any other individual or group. Unauthorised use of or entry to a facility and/or reserve at any time without the written consent from Council may result in action being taken against the Hirer.

Conditions of Hire

Where by reason of the unsuitability of the proposed activity, risk to public safety, previous unsatisfactory conduct of the Hirer or other good cause, it is the opinion of Council that the Hirer should be refused entry to the showgrounds/reserve; Council may cancel/ refuse the hiring of the showgrounds/reserve. Sub-letting of the showgrounds/reserve is absolutely prohibited, and will not be recognised under any circumstances.

Schedule of Fees

Hire fees are in accordance with the agreed Council *Schedule of Fees & Charges*. These are reviewed annually as part of the standard Council budgetary process.

Council requires full payment of hire charges within 7 days of hire of the facility or as directed by Council Officers.

Bond

Bond fees are in accordance with the agreed Council *Schedule of Fees & Charges*. These are reviewed annually as part of the standard Council budgetary process. Failure to pay the bond stipulated will render any booking or agreement void. 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 your bond.

All security bonds (as set in Council's Schedule of Fees and Charges) are to be paid in full two business days prior to the facility handover.

Refund of Bond

The Hirer acknowledges that failure to comply with all, or any of these conditions may result in a forfeiture of all or a portion of the bond and that Council reserves its right to impose additional charges for cleaning and/or repair of damage.

The Hirer acknowledges that a breach of the hire arrangement may result in the Council refusing to agree to any future hiring to the applicant, including any future confirmed bookings

Cancellations & Alterations

Written notification to cancel or change regular bookings stated on your hire form is required from all groups. It is your responsibility to notify any changes 48 hours prior to the confirmed dates otherwise you will be charged as per your booking confirmation. Any requests for alterations to a confirmed Booking are subject to approval by Council.

Permanent booking cancellations require 30 days written notice of intent to discontinue use of Facility on a permanent basis.

Livestock Requirements

In all Council's showgrounds/reserve 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 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 Showgrounds;

Additional Specific Showgrounds Livestock Requirements

Dalby

It is a requirement of the Hirer to complete the livestock register, these are located at the Cattle Yards and Stallion Stables, on arrival and updated on departure.

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

Tara

For Livestock movement records report to the Caretaker for further instructions.

No Camels are permitted without prior approval from Western Downs Regional Council.

No Livestock are to utilise the Merino Sheep or Fat lamb ramps due to possible fleece contamination.

Wandoan

It is a requirement of the Hirer to complete the livestock register, which is located at the entrance, on arrival and updated on departure.

If Council believes that the standard of cleaning after an event is not to a suitable standard, Council reserves the right to have the site cleaned and the costs deducted from the bond.

Usage Times

Approval to use a Council facility and/or reserve applies only to the times and dates outlined on the booking confirmation.

Any set-up and clean-up times should be included on the Hire form. If the function extends past the approved time, additional hire fees will be applicable.

Cleaning

The hirer is responsible for the condition and cleanliness of the facility/areas hired at the conclusion of the event and should ensure the following items have been attended to;

The Hirer to supply all cleaning products and equipment required to clean the facility hired;

- All food scraps, rubbish, decorations and equipment to be removed;
- Any tables and chairs correctly stored;
- Cleaning must be completed by the time specified on the booking confirmation;
- All electrical appliances are emptied, cleaned and turned off;
- All refrigerators are emptied, cleaned and turned off;
- All food preparation benches are clean and free of food waste;
- Any hired Caterers shall remove all their own equipment at the conclusion of an event or any function unless prior arrangement has been made with Council;



- Where applicable barbecues are to be cleaned and stored correctly. Hirers are advised to check that gas cylinders are full and available at handover of the facility.
- When bar facilities are used all refrigeration is to be turned off at the conclusion of the event, any stock to be removed emptied, cleaned and turned off;
- All lights switches and Air Conditioning is to be turned off,

If Council believes that the standard of cleaning after an event is not to a suitable standard, Council reserves the right to have the site cleaned and the costs deducted from the bond.

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.

Advertising

The Hirer must not advertise their private function/party by any medium including fliers, newspapers, posters or the Internet without the prior consent of the Western Downs Regional Council which must be obtained in writing.

Facility Pre/Post Inspections

Council will outline the pre-inspection and post-inspection details in the booking confirmation of the facility/area. It is the responsibility of the hirer to report any damage prior to their use. Failure to do so may leave the hirer responsible for restitution. Costs associated with any breakages or repairs required and not reported will be deducted from the bond or otherwise require restitution.

Keys

The Hirer is responsible for ensuring the security of buildings and the site (including all gate entrances). Keys will only be available after hire fees and bond have been paid; and any applicable pre facility inspections are completed. Should the key be lost by the Hirer all expenses incurred pertaining to this loss of key will be on charged to the Hirer.

Consumption of Alcohol

The Hirer must comply with provisions of the *Liquor Act 1992*.

If Alcohol is to be sold at a function it is the Hirers responsibility to attain the appropriate liquor licence.

All persons serving alcohol must be supervised by a person holding 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

Smoking

Smoking is strictly prohibited in all Council facilities. Smoking must be restricted to designated areas only and any discarded butts disposed of appropriately.

Safety

All 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. The Hirer will use its best endeavours to ensure the safety of all persons attending the activity/event.

All Hirers must comply with relevant Work Health and Safety guidelines. Hirers shall maintain all provided exits are clear and useable at all times and shall secure that same are unlocked throughout the hire period. Exit lights shall be kept on at all times.



The Hirer is responsible for ensuring that all persons have vacated the showgrounds/reserve at the completion of the event and that lighting is switched off, windows, doors and other openings are locked and secure before leaving.

Hirers Duty of Care

Hirers are reminded of their common law duty of care to persons who utilise the facilities and/or reserve 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.

When setting up hirers are requested to keep main entrances, exits and fire fighting equipment provided free from objects/obstructions.

Insurance

Council maintains a Broadform 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. 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 \$20,000,000 (\$20 million dollars) per claim. This certificate must accompany the hire form in order to secure a booking.

Failure to provide evidence of insurance entitles Council to revoke the hire agreement.

Indemnity

Upon acceptance of the hire, 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, including:

- Personal injury (including death or disease) to the Hirer or any invitee or third party unless and then only to the extent that the Hirer proves said injury was due to the negligence of the Council;
- Loss of or damage to any property owned by the Hirer, the Council or any third party, and;
- Breach or non-compliance with any statute or regulation or local law of any public, municipal or other authority.

Damage

Please ensure that any notable damage is reported prior to the commencement of your booking as it will be deemed that this damage occurred during the course of your function. All damage is to be reported to Council during business hours 07 4679 4000 (8:00am - 5:00pm Monday to Friday). The Hirer is responsible for any breakage, damage or loss to Council's property or equipment, which occurs during the Hirer's use of the facility and/or reserve. The cost of repairing or replacing any breakage, damage or loss will be borne by the Hirer and will be deducted from the bond.

The driving of nails, tacks, screws etc into walls, door trims, stage areas or furniture is forbidden.

The Hirer will be responsible for any damage to the surrounding facilities as a result of the function. The cost of repairing such damage will be deducted from the bond. This includes, but is not limited to, damage to fencing, piping, trees, shrubs, fences, grass, signs, lighting, etc.

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 Council.

Council shall not be held responsible in any way for the damage to or loss of any property whatsoever placed in the facility and/or reserve 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



Lock Up Procedure

The Hirer shall ensure that all lights are turned off and any doors, windows and gates locked at the completion of each booking. Where applicable all alarms are to be armed as instructed to ensure the building is secure. Failure to secure the premises could result in a Security call-out.

Should a Security Staff Member be called out as a result of the Hirer's non-compliance with any condition of hire, a call-out fee will be charged to the Group/Hirer (Minimum 3 hours).

The Staff Member shall have 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.

Should a Police call-out be required and/or a noise abatement notice issued as a result of the Hirer's failure to comply with a noise warning this will result in full forfeiture of the bond.

Compliance with Legislation

The Hirer must comply with the provisions of all relevant State and Commonwealth legislation and in particular, the *Environmental Protection Act 1994*, *Environmental Protection Regulation 2008*, and *Environmental Protection (Noise) Policy 2008*. The Hirer acknowledges a breach of these may result in enforcement action.

Compliance with Local Laws

The Hirer must ensure compliance with Council's Local Laws.

If the Hirer intends to sell food at the venue, the Hirer must obtain the appropriate licenses from Council, as well as any other appropriate permits and/or licenses.

If the Hirer intends to Undertake Sale or Consignment of Livestock at the venue, the hirer must advise Council at the time of their booking and complete any necessary forms and other conditions as advised by Council Staff.

Vehicle Access

No vehicle is authorised to access any facility, reserve or public open space area without obtaining prior consent from the Council.

Tents/Marquees

No tent, marquee, stakes or pickets are to be erected without obtaining prior consent from Council.

Any repair of damage to the Council's underground services will be at the expense of the Hirer.

Camping

Dalby and Tara

- General camping by the public is not permitted unless:
- Forms part of an organised event at the showgrounds.
- None of the public camping grounds within the town environment has sufficient room or capability; or
- Provision for small numbers of livestock is required; or
- 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.

Wandoan

- Camping at these grounds is available to the public on the following conditions:
- Camping is allowed for a MAXIMUM of seven (7) days only. Longer term camping is not permissible and other arrangements need to be made beyond seven days.
- Applicable camping fees are paid,
- Grounds to be left in a clean and tidy state,
- Completion of payment envelope to be placed in the honesty box onsite or alternatively at the Wandoan Cultural Centre
- All rubbish must be placed in the industrial bins provided.



Rubbish Removal and Collection

Within the showgrounds/reserve, there are number of wheelie bins and in some cases one skip bin available for use. The Hirer is permitted to move the bins as required, in consultation with other users if applicable, to make full use of the rubbish collection capability.

The Hirer is responsible for ensuring that all site rubbish is picked up and placed in the bins provided; and that the rubbish bins are placed on the edge of any internal road within the showgrounds/reserve for collection as directed by Council's booking officer.

Council is responsible for the rubbish removal of the supplied wheelie/skip bins. The removal, servicing and costs of any additional wheelie/skip bins bought onto the showgrounds/reserve are the responsibility of the hirer.

If Council believes that the standard of cleaning after an event is not to a suitable standard, Council reserves the right to have the site cleaned and the costs deducted from the bond.

Signage

No signage is to be erected at a Council showgrounds/reserve without prior written approval from Council.

Storage

Any items left by the Hirer at a Council showgrounds/reserve run the risk of being utilised by other parties. Council accepts no responsibility for use, damage or theft of these items. All items must be removed from the facility by the hirer unless prior written approval from Council has been given.

Privacy

Recording or photographing of any event in the showgrounds/reserve 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 and 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 Council thereon shall be final and conclusive. Any engagement of any kind shall be subject to the terms and conditions therein of which it shall be taken that the Hirer is aware.

Control of Showgrounds/Recreation Reserve

The general administration and control of the showgrounds/recreation reserve is vested in the Western Downs Regional 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 must not allow the facilities and/or reserve to be used in a disorderly manner or in any manner likely to cause any annoyance to neighbours or to bring disrepute to Council.

