

Parks and Open Spaces Conditions of Hire

General Conditions of Hire

Council shall not be liable for any damage or loss the Hirer or any person or any property may suffer, by reason of the manner of use of the facilities by the hirer, whether such loss occurred naturally or negligently or otherwise.

Hirers are not to enter the facilities outside of their arranged booking time. If you need to alter your booking arrangements please contact Councils Customer Service on 1300 790 919.

Hirers under the age of 21 years must have the booking completed by an adult who will be supervising the function. This person is subject to these terms and conditions. It shall be at the discretion of the Chief Executive Officer to refuse to grant the hire. The Chief Executive Officer shall have the power to cancel any booking if deemed a risk to the community.

Temporary Event

If your booking meets the below criteria:

- The event is open to the public;
- Exclusive use of the area is required (for private events this means that they only want a particular area and not want to turn up on the day and take a chance of availability);
- It will be advertised (this includes open invitation emails to an unknown number of recipients);
- There will be activities that may cause a risk i.e fire twirling, juggling etc
- Large numbers of people will be in attendance (more than 50), or
- A social event for a large club (i.e. a booking for a sporting club/social club and expected attendance is over 50 people).

the hirer must also comply with the Temporary Event Conditions of Hire.

Obtaining Entry

It is the responsibility of the hirer to collect an access key/card from the Customer Service Centre at Yeppoon Town Hall during opening hours - Monday to Friday 8.30am to 4.30pm. Keys must be returned at end of hire. A call out fee will apply if hirer fails to abide by the above. An officer of employee of Council, whom the Chief Executive Officer may appoint, shall at any time be entitled to free access to any and every part of the facility.

Incident/Accident Reporting

Any incident or accident sustained at the facility to persons, equipment or structure should be reported to the Customer Service Team on 1300 790 919. For any emergency outside of normal business hours please also contact 1300 790 919.

Furniture and Equipment

Furniture – Hirers are responsible for setting up of furniture for their function and/or event. Following the function/event all tables and chairs must be wiped clean and then stacked away neatly in correct location.

Other Equipment – Hirers are responsible for returning any other equipment that they have moved and/or used to its original location at the commencement of their booking.

Cleaning Requirements and Responsibilities

The hirer is responsible for leaving the premises in a clean and tidy state, and shall immediately remove all rubbish, food scraps and refuse and waste matter into the wheelie bins provided prior to the end of the hire period.

No confetti, glitter or dance pops are permitted within the building/surrounding grounds. All liquor must be removed from the premises, fridges turned off, belonging collected and area vacated. Any cost incurred by Council in cleaning the facility resulting from the condition in which the hirer left the premises shall be charged to the hirer at the current hourly rates as per Council's fees and charges.

Waste services – to assist with cleanliness and hygiene a garbage collection fee maybe charged which is calculated by the function size.

It is a mandatory requirement that all recycling is loosely place (don't use garbage bags) in the recycling yellow lidded bins.

Insurances and Public Liability

Individual and casual hirers who are making a one off booking (e.g. birthday party, wedding reception etc.) are NOT required to obtain Public Liability Insurance for their hire booking. This exclusion only applies to individuals for 'one off bookings'.

Not for profit organisations, businesses, companies etc. must provide evidence of current Public Liability Insurance for at least \$20million before any booking is finalised. This cover is required irrespective of frequency of hire.

Theft, Breakages and Damages

Neither Council nor its officers shall be liable for any loss or damage sustained by the Hirer or any person, firm or corporation entrusting to or supplying any article or thing to the Hirer by reason of any such article or thing being lost, damaged or stolen. The Hirer hereby indemnifies Council against any claim by any such person, firm or corporation in respect of such article or thing.

The Hirer will be required to cover costs of all damages/breakages incurred whilst hiring the facility except loss or damage as a result of reasonable wear and tear.

Council will invoice the Hirer to recover these additional costs. It is the hirers responsibility to ensure that the conduct of people attending their function is of an appropriate manner. Destruction of property will not be tolerated.

Security

It is the hirer's responsibility to ensure the security of people attending the facility. Depending on the nature of the event (e.g service of alcohol) the hirer may be required to engage a Security Company.

Safety Requirements

The Hirer is to take responsibility for their safety and the safety of all attending said event. Hirers are required to supply their own first aid kits. It is the hirers responsibility to ensure all patrons are aware of designated emergency fire exits, evacuation routes and assembly point.

Council provides the facility with fire and safety equipment and arranges frequent inspections and servicing of all fire equipment at the facility. All fire equipment is sign posted with a coloured identification sign. Advise Customer Service via 1300 790 919 if you discover damaged or stolen fire equipment.

Livingstone Shire Council deems a Hirer uses fire equipment irresponsibly, the cost of making good the equipment will be invoiced to the Hirer.

No additional lights or extensions from the existing electric light fittings shall be used without the prior consent of Council.

Any electrical items brought into and used at the facility must have a current certified electrician's electrical safety test tag. Fires or damage caused by untagged equipment being used will result in the Hirer being invoiced for repairs and costs associated with said fire and/or damage.

Any incidents or accidents should be reported to Council via 1300 790 919.

Smoking

Smoking is only permitted in signposted designated smoking areas.

Food and Alcohol Requirements

A Food Business licence will be required if

- You are manufacturing and/or selling food for profit; or
- You are a Not-for-Profit hirer who will be utilising the kitchen for the sale of food on at least 12 days each financial year.

Food Business Licences should be submitted to Council no less than three weeks prior to the event. Application forms can be located on Council's website or by 1300 790 919.

If you are selling alcohol as part of your booking a liquor license may be needed. For details please contact the Officer of Liquor and Gaming Regulation phone 13 74 68 or www.olgr.qld.gov.au for further information regarding the liquor licencing rules in Queensland.

Release and Indemnity

The Hirer indemnifies and agrees to keep indemnified the Minister, the State of Queensland, and Livingstone Shire Council (the Indemnified Parties) against all actions, suits, proceedings, claims, demands, costs, losses, damages and expenses (Claim) arising out of or in any way connected to or resulting from the granting of this booking to the Hirer or which is connected to or resulting from the Hirer's use and occupation of the premises (all of which are referred to as the indemnified acts or omissions) save to the extent that the Claim arises as a result of any negligent act or omission of one of the Indemnified Parties does not negate the indemnity of the other Indemnified Parties.

The Hirer hereby releases and discharges the Indemnified Parties from any Claim relating to the indemnified acts or omissions which may be made against the Indemnified Parties, save to the extent that the Claim arises as a result of any negligent act or omission of one of the Indemnified Parties does not negate the release and discharge in favour of any of the other Indemnified Parties. To remove doubt, the Hirer specifically agrees that indemnity provided by the Hirer extends to any Claim arising from the use of any other area of the Land/premises by the Hirer.