

Terms & Conditions

Booking of Venue Hire

TERMS AND CONDITIONS OF HIRE

1. Application

The right to use a venue is subject to Council approval of an application. If the proposed hirer is a club, the application must include the personal undertaking by the president and secretary of the club.

The conditions or approval may be altered, amended or revoked by the Council at any time and for any reason.

2. Hire Fee

Hire Fees shall be in accordance with the Schedule prepared by the Council from time to time and shall be payable within 21 days of the date of the booking invoice. **It is important to note that the booking will not be confirmed until all relevant fees are paid.**

3. Cancellation of booking

Venue Hire fees will be returned on cancellation with the following deductions:

- Events that have been paid for and cancelled less than four months prior to the booking date will be eligible for a refund of 50% of the hire fee.
- Events that have been paid for and cancelled more than four months prior to the booking date will be eligible for a refund, less 20% of the hire fee.

4. Security Bond

Unless otherwise endorsed by an appropriate Council officer in the Schedule to the Application for Hall Hire, a security bond may be required to be paid by the hirer at the time of booking as a guarantee of fulfilment of these conditions, and as security against damage to the building or any fitting and furniture contained therein, and for any cleaning arranged by the Council resulting from the hirer's use of the premises. The hirer shall be liable on demand by the Council to pay any further amount in excess of such bond to meet the full cost of such damage or cleaning.

The bond will be forfeited if there is a breach of the terms and conditions. If there is no breach of the conditions or damage to the building or any fittings and furniture therein or abnormal cleaning the deposit will be returned within 2 weeks of the use of the premises.

5. Food & Liquor Licencing

- a. The sale / provision of liquor at the venue are prohibited unless hirer obtains a liquor licence or permit from the liquor licensing authority. In the event a liquor licence or permit is not required, Council may impose additional conditions.

- b. Any permits or approval required by any Government Department in particular the Department of Employment, Economic Development and Innovation, (Office of Liquor and Gaming Regulation) and the Queensland Police Service are to be obtained. Compliance with the conditions of any approval that any Government Department may impose is essential, and Council does not take responsibility for any actions or omissions resulting from a failure to abide by Liquor Licensing requirements, or other Government Department. **Where required, a copy of the Liquor Licence is to be provided to Council before the event occurs.**
- c. In the event that food will be supplied and/or handled, the provisions of the Food Act 2006 need to be complied with.

Contact Council's Environmental Health & Regulatory Services to find out what specific requirements apply.

Should a caterer be engaged to provide food, the name and address of the caterers are to be supplied to Council's Environmental Health & Regulatory Services prior to the event (a minimum of 2 months timeframe). Caterers are to provide Council's Environmental Health Officers with a completed "EHT 3 - Notification of Temporary Food Premises by a Not For Profit Organisation And Caterers" prior to the event. Notification form is available on Council's website at <https://douglas.qld.gov.au/forms-permits/>.

- d. **MOSSMAN SHIRE HALL** – All food and drink can only be sold and / or consumed in the main hall area of the Mossman Shire Hall upon permission in writing being obtained from Council.
- e. **PORT DOUGLAS SUGAR WHARF (Heritage Listed Building)** – the preparation / cooking of food is not permitted inside or on the Sugar Wharf.
- f. **REX SMEAL PARK** - Events held at Rex Smeal Park which are conducted after 6.30pm, are only permitted in the area marked "A" on the attached appendix. Events that are conducted between 8.00am and 6.30pm are permitted in the areas marked "A" or "B". Under no circumstances will events be permitted in the area marked as prohibited.

Access to the power box and gateway is upon request to Council and it is the responsibility of the hirer to lock the provided access when leaving the venue.

6. Noise

No amplified music after 10.30 pm and the amenity of residents is not to be disturbed or adversely impacted upon whether by noise or any other manner.

Advisory comment: if a Police Officer is reasonably satisfied there is excessive noise as a result of activities associated with the hiring of the venue, it will be deemed as a breach of the terms and conditions relating to the hiring of the venue.

Take note: for activities or events that require a Prescribed Activity Approval issued by Council's Environmental Health & Regulatory Services department, extra noise conditions may apply. Please refer to your Prescribed Activity Approval conditions.

7. Insurance

The hirer shall take out and keep current during the period of hire a liability insurance policy in a form approved by the Council, in the joint names of the Council and the hirer, insuring for a sum of not less than twenty (20) million dollars the Council and the hirer against all actions, costs, claims, charges, expenses and damages whatsoever which may be brought or made or claimed against the Council or the hirer or both arising out of or in relation to the hiring arrangement.

The policy must also confirm that the insurance cover includes the indemnity required to be given by the hirer as part of this agreement. Proof of this policy must be by way of a Certificate of Currency and a copy of the insurance policy and a receipt for the premium paid shall be supplied to the Council or its authorised officer prior to the event being conducted at least one week prior.

8. Indemnity

The hirer agrees to indemnify, and keep indemnified, and to hold harmless the Council, its servants and agents, and each of them from and against all actions, costs, charges, expenses and damages whatsoever which may be brought, or made, or claimed against them, or any of them, arising out of, or in relation to the hiring engagement.

9. Acts and regulations

The hirer shall conform to the requirements of the *Public Health Act, Food Act, Environmental Protection Act, Local Government*, and any Local Law of Regulation made there under, and shall be liable for any breach of such Acts, Local Law or Regulation.

All other statutory rules, provisions and regulations of the Commonwealth of Australia or State of Queensland for the time being in force must be complied with by the user and the notices given to the proper officers.

10. Obstructions

The hirer shall comply in every respect with legislation, Codes or Australian Standard with regard to public buildings for the prevention of overcrowding and obstruction of gangways, passages, corridors, or of any part of the building. Any person causing an offence against such regulations shall be removed from the building.

In conducting the event all measures or procedures considered necessary are to be undertaken to ensure the safety of the general public and persons attending the function.

11. Permission to occupy

The hirer shall only be entitled to the use of the particular part or parts of the venue hired on the date set out in the Schedule to the application and the Council reserves the right to permit any other portion of the venue to be hired for any other purpose at the same time.

The right conferred on the hirer shall be a permission to occupy and shall not be construed as a tenancy. Nothing contained in these conditions shall confer on a regular hirer the right to exclusive possession and the Council may at its discretion allow other individuals and groups to have casual use of the premises.

12. Assignment

Hirers that are granted permission to use any of Council's Community Buildings shall not assign the right of use to any other person, organisation or body.

13. Adult supervision

The application form referred to in Clause 1 shall be completed by an adult who will be supervising the function and the person completing the application form and whose signature appears on the same, is subject to these terms and conditions.

14. Policy and security

The hirer shall, when so directed by Council arrange for the police to be notified of an event and/or for police attendance. Security shall be required for events where alcohol is sold or provided, the ratio being one security guard for up to 100 people plus one security guard for every 70 people after the first 100.

15. Parking attendants

A hirer may employ his own attendant, but if in the option of the Council it is necessary for Council to employ one or more parking attendants for any function to be held in the hall, the cost of employing such attendants shall be borne by the hirer.

16. Theft

Neither the Council nor its servants 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 the Council against any claim by any such person, firm or corporation in respect of such article or thing.

17. Refusal to grant hire

It shall be at the discretion of the Council to refuse to grant the hire of a venue in any case and, notwithstanding that permission to hire the premises may have been granted or that these conditions may have been accepted and signed and the fees and deposit paid, the Council shall have the power to cancel such permission and direct the return of the fees and deposits so paid. The hirer hereby agrees in such case to accept the same and shall be held to have consented to such cancellation and to have no claim at law or in equity for any loss or damage in consequence thereof.

18. Good order

The hirer shall be responsible for the full observance of these conditions and for the maintenance and preservation of good order in the building throughout the whole duration of the period of use.

No spitting, obscene or insulting language or disorderly behaviour or damage to property shall be permitted in any part of the building.

19. Cleanliness

The hirer is responsible for leaving the premises in a clean and tidy state. Floors should be swept and mopped and immediately remove rubbish, refuse and waste matter. Any cost incurred by Council in cleaning the premises resulting from the condition in which the hirer left the premises shall be recoverable from the hirer. It is the responsibility of the hirer to **remove** all rubbish generated by their event, to be at their own cost. The Public bins are not to be utilised as these are for general public use only and any waste remaining following an event will be removed by Council, with costs invoiced to the hirer. For events in parks and reserves, the hirer may need to arrange additional rubbish bins to dispose waste.

20. Damages

The floors, walls, curtains or any other part of the building or any fittings or furniture shall not be removed, broken, pierced by nails, screws, pins staples or hot glue or in any other way damaged. **The hirer shall accept full financial responsibility for damage to Council property except for normal wear and tear.** Vegetation growing in the areas used is not to be damaged in any way.

21. Vehicle Access

Vehicles are restricted to car parks and street parking only. The hirer shall not permit vehicles of any kind to be driven, wheeled or manoeuvred on grassed areas, jetty and/or wooden decking area and pedestrian areas. Should vehicles be parked, driven or manoeuvred on grassed, wharf and/or jetty area or pedestrian paved areas during the hire period, the hirer shall forfeit the security bond whether damage has been occasioned or not.

22. Signage

No notice, sign, advertisement, scenery, fittings or decorations of any kind shall be erected on or in the building or attached or affixed to the walls, doors or any other portion of the building, fittings or furniture, without prior consent from Council.

23. Decorations Stage Fittings

No stage property, decorations, electric lighting, naked lights of any kind or articles of similar nature (eg candles, oil burners or mosquito burners) shall be brought into the building without the consent of the Council. This includes smoke machines, additional seating and scaffolding. All such articles and property together with any catering appliances or fittings shall be removed by the hirer at the end of the function. All stage/performance lighting must be set up and packed down by a qualified technician.

No permission is given within Heritage Listed Buildings for naked lights of any kind or articles of similar nature (eg candles, oil burners or mosquito burners) shall be brought into Mossman Shire Hall, Port Douglas Community Hall, Sugar Wharf or Jetty. This includes smoke machines.

24. Smoking

Smoking is not permitted in any Council building, this includes all decking area of all Council facilities.

25. Opening and closing halls

The hall-caretaker shall open the hall at the booked time for the hirer and shall close the hall at Midnight on the day of the booking.

26. Free access

Any officer or employee authorised by the Council shall at any time be entitled to free access to any and every part of the building for compliance purposes.

27. Disputes

In the event of any dispute or difference arising as to the interpretation of these conditions, or of any matter or thing contained therein the decision of the Council thereon shall be final and conclusive.

28. Performing rights

In the case of a dramatic or other performance or concert, the hirer shall not produce, or permit to be produced or performs, any dramatic or musical work in infringement of the copyright or performing right or rights, and the hirer agrees to indemnify the Douglas Shire Council against any claim for breach of copyright or any other action herewith.

29. Reserve Right To Immediately Cancel Booking

If the hirer commits, permits or allows any breach of default in the performance and observance of any of these conditions the Council may terminate the permission to use the premises and the hirer shall immediately vacate the premises and any security deposit shall be forfeited to the Council

End of Terms & Conditions.

Map Appendix

