

## Venue Hire Application:

## Community Halls &amp; Facilities Hire Agreement

For all applications, you must:

- complete the form;
- complete any other forms relevant to your application;
- provide any mandatory supporting information identified; and
- submit the applicable fee.

## 1. VENUE

Have you tentatively booked the venue?  YES Booking No:  NO

- Port Douglas Sugar Wharf (174)  Port Douglas Community Hall – Full Auditorium (173)
- Mossman Shire Hall (187)  Port Douglas Community Hall – Half Auditorium (173)
- Daintree Shire Hall (175)  Port Douglas Community Hall – Kitchen (173)
- Space Port (office space at PD Community Hall) (173)  Other:

## 2. HIRER DETAILS

*Note: The hirer is the person who will be legally responsible for complying with the applicable conditions. A business name or trust is not a legal entity and should not be entered in this field as the applicant. Where a person or company operates a business, the applicant is the person or company.*

First Name: Surname: DOB: ID Sighted:  YES  NO

Organisation/Business Name: ABN:

Postal Address:

Telephone: Email:

Are you a not-for-profit or charitable organisation?  YES  NO

## 3. EVENT/ACTIVITY DETAILS

Date of Event: No. of People Attending: Staff: Guests: Total:

Is there an entry/participation/ticket fee?  YES  NO If yes, how much per person: \$Type of Booking:  One-Off Temporary Use  Regular UseType of Event/Activity:  Private  Not for Profit Organisation  Commercial

## 4. COVID-19 COMPLIANCE

I have attached a COVID Safe Event Checklist  YES  NOI am following an approved Industry COVID Safe Plan approved by Qld Health  
Name plan:  YES  NOI have attached a COVID Safe Statement of Compliance  YES  NONote: The event must comply with Public Health Directions that are **current at the time of the event**.

## OFFICE USE

|                       |                              |                             |             |       |      |
|-----------------------|------------------------------|-----------------------------|-------------|-------|------|
| Bond Required?        | <input type="checkbox"/> Yes | <input type="checkbox"/> No | Receipt No: | Date: | CSO: |
| Receipt Type: (above) | Payment Amount: \$           |                             | Receipt No: | Date: | CSO: |

## 5. EVENT/ACTIVITY DESCRIPTION

Description of Event/Activity:  Wedding Reception  Birthday Party (Age: )  Concert

Private Party - other  Meeting/Seminar  Educational Class  Recreational Class

Community Event  School Event  Other – specify:

Additional details:

## 6. CONTACT DETAILS

Please provide names of two contacts who will be present on the day and be able to communicate with Council staff.

Name 1: Mobile:

Name 2: Mobile:

## 7. EVENT SCHEDULE (FOR ONE-OFF TEMPORARY EVENTS)

Complete this section if the event is a one-off temporary event.

|                         | Date | Start Time | Finish Time |
|-------------------------|------|------------|-------------|
| Set Up:                 |      |            |             |
| Pack Down:              |      |            |             |
| Additional Information: |      |            |             |
|                         |      |            |             |

## 8. REGULAR BOOKING DETAILS

If you are proposing to operate a commercial activity (such as fitness classes), professional accreditation and other applicable permits and licenses will be required.

Proposed Activity:

Regular Use Dates: First Date: Last Date:

Frequency: (e.g. Each Monday / first Friday monthly)

Access Times: Entry Time: Exit Time:

Does the proposed activity require additional permits, licenses and/or accreditations?  YES  NO

If yes, attach copies with this application.

## 9. INSURANCE DETAILS

Do you have Public Liability Insurance?

YES **Commercial businesses, not-for-profit organisations and regular users require public liability**  
Attach copy of your Certificate of Currency for the amount determined by the local government covering the scope and dates of the activity.

NO **Private casual users only**  
Complete next section (Casual User of Council Facilities Liability Insurance Acknowledgement and Declaration Form).

## 10. CASUAL USER OF COUNCIL FACILITIES LIABILITY INSURANCE ACKNOWLEDGEMENT AND DECLARATION

Only to be completed if you answered "No" in the previous section.

I \_\_\_\_\_ of \_\_\_\_\_  
*Hirer's Name* *Hirer's Address*

acknowledge that Douglas Shire Council (herein referred to as "Council") has in place a liability insurance cover with a \$2,000 policy deductible (excess per claim) and limit of indemnity of \$10,000,000 for casual users of Council facilities at no cost to the casual user.

I further acknowledge that I have read the following clause, which provides an understanding of what constitutes a casual user for the purpose of this insurance cover.

### What is a 'Casual Hirer'?

A casual hirer is defined to be an individual or a group who enters into an agreement for use of a Council facility, where that individual or group:

- is non-commercial;
- is not incorporated;
- is not involved in high risk sports; and
- hires a Council facility no more that 12 days per year.

Cover is not provided for incorporated bodies, sporting clubs or associations of any kind.

I advise that upon reading this and having received independent advice (legal or otherwise) to satisfy my needs, I believe this definition extends to include myself in the circumstances I will be using the Council facility and I will avail myself of the cover.

I understand and acknowledge that Council is not representing the insurer and/or myself in respect to this insurance and is not in a position to grant or confirm cover in my particular instance other than to confirm that the liability insurance policy is current.

I understand that in the event of an incident occurring that could possibly result in a claim under this policy that I must advise Council as soon as possible thereafter so that guidance can be provided on the appropriate action to take to ensure the insurer is advised as in accordance with the policy conditions. I also understand that it will be my responsibility to pay the \$2,000 policy deductible (excess per claim).

I also understand and acknowledge that if for some reason, I may not be indemnified under this insurance that I would be personally liable for any claims arising out of my use of this facility.

**Venue:**

**Date of Hire:**

**Signed:**

**Date:**

1. The Insurance Policy wording is held by Council and is available for perusal at the Council Administration Building, 64-66 Front St, Mossman, upon request.
2. For the purpose of this acknowledgement "I" is construed to read "I" or "we" and "myself" is construed to read "myself" or "ourselves" to represent one or more persons.
3. Douglas Shire Council strongly recommends that you seek professional independent advice before deciding to avail yourself of this insurance cover.

## 11. QUEENSLAND POLICE SERVICE PARTY SAFE PROGRAM

Functions/parties/events deemed to be 'high risk' are required to register the event with the Queensland Police by completing the 'PartySafe' online registration at <https://forms.police.qld.gov.au/launch/EventPartySafe/> and registering at your local police station (Port Douglas or Mossman) at least six (6) weeks prior to your event (if possible). Additional bond charges may apply to high risk events.

Has the event/party/function been registered with Queensland Police?  YES **Registration No:**

Qld Police Service Stamp:

## 12. FOOD

Will food be served/available at the event?  Yes – complete this section.  No - go to the next section.

Is the food BYO and being prepared by the guests who will also consume the food (friends and family).

Yes. Food licence is **not** required. Go to next section.  No. Continue

Is the food pre-packaged and pre-prepared? Example: pies, sausage rolls, chips, nuts, sushi platter, take away pizza etc).

Yes. Food licence is **not** required. Go to next section.  No. Continue

Is food being sold at the event or is food included in an entry fee or ticket price?

Yes. Food licence required if the food is not pre-packaged or home made (as above). List food vendors in the table below and attach the food licence.  No. Continue

Will food be prepared and supplied at the event by a catering company/mobile food van:

Yes. Food licence required. List food vendors in the table below and attach the food licence.  No. The food provider will require a Temporary Food Premises Licence with Douglas Shire Council. Details below.

**Form:** EHT01 – Application for a Temporary Food Premises Licence. Charitable and not-for-profit organisations are exempt from requiring temporary food stall licence. However, if the organisation has exceeded 12 food events in the licence period, a Temporary Food Premises Licence will be required.

### FOOD VENDORS

Please list all food vendors below and attach copy of Food Business Licence, Off-Site Catering Licence or Mobile Food Van Licence.

It is the responsibility of the applicant/approval holder to ensure all food businesses have a current licence and public liability insurance.

| Name of Vendor | Food licence number | Vendor's contact number | Details of foods being prepared and served |
|----------------|---------------------|-------------------------|--|
|                |                     |                         |  |
|                |                     |                         |  |

## 13. COVID-19 COMPLIANCE FOR FOOD

Are you following an Approved CovidSafe Retail Food Services Industry Plan? If yes, attach Statement of Compliance. Name plan:  YES  NO

Have you completed a COVID Safe Checklist: Seated dining and drinking? If yes, attach completed and signed checklist.  YES  NO

Note: The event/food service must comply with Public Health Directions that are **current at the time of the event**.

## 14. ALCOHOL

Will your event include the consumption of alcohol?

No – Go to next section.  Yes – complete this section.

Will alcohol be sold at the event?

No – continue  Yes – You may require a liquor licence.

It is the responsibility of the Applicant to contact the Office of Liquor and Gaming to determine if a liquor licence is required and make application. Go to <https://www.business.qld.gov.au/industries/hospitality-tourism-sport/liquor-gaming/liquor/licensing/applications>. If required, attach the liquor licence.

Will alcohol be consumed at the event, but not sold.

No – continue to next section.  Yes – you do not require a liquor licence.

## 15. CROWD CONTROL/SECURITY

The hirer shall, when so directed by the Council, arrange for security from a registered security firm to be in attendance for the duration of the event.

Security guards/crowd controllers are required if any of the following occur:

- Alcohol is being consumed, and/or
- The event is deemed 'high risk' by Council

It is the responsibility of the hirer to engage the services of licensed security company for the entire duration of the event. One security guard is required for the first 100 patrons and one additional for up to every 70 patrons thereafter. i.e. 150 people would require 2 security guards.

You must hire the services directly with the security company and are responsible for all costs associated. It is at the discretion of the security company to control the event and/or increase the amount of guards at the time of the event due to changes in circumstances. If this occurs, this will be communicated with your nominated contact(s) at the time.

Name of Security Provider:

Mobile:

## 16. ACCOUNT DETAILS FOR REFUND OF BOND

The security bond must be paid at the time of booking. Bonds will only be refunded if all conditions have been fulfilled and is subject to satisfactory inspection. Bonds will be refunded only to the person/organisation which originally paid the bond.

I would like to use the Bond paid from a previous booking:  YES  N/A Booking ID:

Account Name:

BSB:

Account No:

The account details entered is an account for the person/organisation that paid the security bond?  YES

## 17. CATEGORY B FEE APPLICATION

Not for profit organisations and schools located within the Douglas Shire that can demonstrate that the event/activity is beneficial to the community and is operated directly by the organisation.

Fee exemption applies to one-off/temporary events/activities only.

Eligible applicants must submit a Charity Certificate, Certificate of Incorporation and other evidence to demonstrate fee exemption criteria. A Statutory Declaration may be required.

|  | YES                      | NO                       |
|--|--------------------------|--------------------------|
| Are you applying for the Category B- Local Not for Profit Organisations and Local Schools fee? | <input type="checkbox"/> | <input type="checkbox"/> |

If yes, please supply additional information:

|  |                          |                          |
|--|--------------------------|--------------------------|
| Are you a not-for-profit or charitable organisation located within the Douglas Shire region?<br>If yes, attach Certificate of Incorporation or Charity Certificate with a local address. | <input type="checkbox"/> | <input type="checkbox"/> |
|--|--------------------------|--------------------------|

|   |                          |                          |
|---|--------------------------|--------------------------|
| Are you a school located within the Douglas Shire region? | <input type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|

|   |                          |                          |
|---|--------------------------|--------------------------|
| Is the event for fundraising purposes (if a charity or not for profit association)? | <input type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|

|  |                          |                          |
|--|--------------------------|--------------------------|
| Is the event being organised and operated directly by the hiring organisation? | <input type="checkbox"/> | <input type="checkbox"/> |
|--|--------------------------|--------------------------|

If you cannot supply any of the evidence above, a Statutory Declaration may be required.

How is the event/activity beneficial to the Douglas Shire community?

Details:

## 18. VENUE SET UP

This service is only for simple set ups such as venue supplied table and chairs being put out. Wedding set ups are not included. This service attracts additional fees and is only available for Port Douglas Community Hall and Mossman Shire Hall.

**Do you require assistance to set up?**

If yes, complete Form FL02 – Community Halls and Facilities Set Up Request.

YES NO

## 19. CHECKLIST AND SUPPORTING DOCUMENTS

|  | YES                      | N/A                      | Officer Checked          |
|--|--------------------------|--------------------------|--------------------------|
| Have you read the terms and conditions? (Please retain a copy of this agreement)   | <input type="checkbox"/> |                          |                          |
| Have all applicable sections of the Application form been completed and signed?  | <input type="checkbox"/> |                          | <input type="checkbox"/> |
| Attach a CovidSafe Plan or Checklist/Statement of Compliance for the event.  | <input type="checkbox"/> |                          | <input type="checkbox"/> |
| Attach Public Liability Insurance.   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Complete Section 9 (Casual User of Council Facilities Liability Insurance Acknowledgement and Declaration Form) if a private casual user. <i>Note: not applicable for businesses or not for profit associations.</i> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Attach a Certificate of Incorporation or Charity Certificate if applicable.  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Have you registered the party with Queensland Police 'PartySafe' (if applicable)?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Copy of Food Licence or Temporary Food licence application form (EHT1)   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| If food being served, completed and signed CovidSafe Checklist: Seated dining and drinking and/or Statement of Compliance  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Attach Liquor License (if applicable).   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Have you organised Security for the event (if applicable)?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| If you require set up of venue, attach form FL02 – Venue Set Up Request  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Attach additional permits, licenses or accreditation for all staff (if applicable).  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Are you applying for the Category B fee? If yes, attach all requirements listed.   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

## 20. DECLARATION

I hereby make application for the premises set out in this form for the day and the times specified in this form. I acknowledge that I have read the Douglas Shire Council Terms and Conditions of Hire and Emergency Evacuation Procedure. I undertake to be bound by and comply with these documents in every respect and I further undertake to be responsible for ensuring that all individuals or groups using the premises in association with this application shall comply with these Conditions.

If the application is made by a corporation or incorporated association, the person signing the form must occupy a position that is legally entitled to make an application on behalf of the corporation or incorporated association.

In making this application, I confirm all information provided is true and correct and I am 18.

By signing the Declaration you are confirming that any third party contractor operating at the event (food vendors, amusement ride businesses, hire companies etc) will comply with all requirements and terms and conditions and they have current licences/certificates and current Public Liability Insurance cover.

**Print Name:**

**Position:**  
(if company or organisation)

**Signature:**

**Dated:**

**Print Name:**

**Position:**  
(if company or organisation)

**Signature:**

**Dated:**

### **Douglas Shire Council – Information Privacy Statement**

Your personal information has been collected for the purpose of assessing your Application for Approval. The collection of your information is authorised under the Local Government Act 2009. You are providing personal information which will be used for the purpose of delivering services and carrying out Council business. Your personal information is handled in accordance with the Information Privacy Act 2009 and 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 you have given Council permission or the disclosure is required by law.

**21. PRESCRIBED FEES (Applicable from 1 July 2020 to 30 June 2021)**

Refer to the adopted fees and charges schedule on Council website for more details.

**MISCELLANEOUS FEES****Open and Close Fees and Set Up Fees (Category A & B – All Users- Individual/Commercial/Not-For Profit Organisations)**

|                          |   |       |
|--------------------------|---|-------|
| <input type="checkbox"/> | Open/Close Fee  | 50.00 |
| <input type="checkbox"/> | Set-Up Fee (only available at Port Douglas Community Hall and Mossman Shire Hall) | 80.00 |

**Security Bond**

|                          |                           |          |
|--------------------------|---------------------------|----------|
| <input type="checkbox"/> | Security Bond - Low Risk  | 500.00   |
| <input type="checkbox"/> | Security Bond - Medium    | 1,000.00 |
| <input type="checkbox"/> | Security Bond - High Risk | 1,500.00 |

**PORT DOUGLAS SUGAR WHARF****Category A & B (All Users - Individual/Commercial/Not-For Profit Organisations)**

|                          |  |          |
|--------------------------|--|----------|
| <input type="checkbox"/> | Hourly Rate (One-Off Temporary Event/Activity) | 300.00   |
| <input type="checkbox"/> | Daily Rate ( One-Off Temporary Event/Activity) | 1,500.00 |

**PORT DOUGLAS COMMUNITY HALL****Full Auditorium (Category A – Individuals/Commercial Use or non-Category B)**

|                          |  |        |
|--------------------------|--|--------|
| <input type="checkbox"/> | Hourly Rate (One-Off/Temporary Event/Activity) | 70.00  |
| <input type="checkbox"/> | Daily Rate (One-Off/Temporary Event/Activity)  | 350.00 |
| <input type="checkbox"/> | Regular Use booking per hour                   | 60.00  |
| <input type="checkbox"/> | Regular Use booking per day                    | 300.00 |

**Full Auditorium (Category B – Local Not for Profit Organisations and Schools)**

|                          |  |     |
|--------------------------|--|-----|
| <input type="checkbox"/> | Hourly and Daily Rate (One-Off/Temporary Event/Activity) | Nil |
|--------------------------|--|-----|

**Half Auditorium (Category A – Individuals/Commercial Use or non-Category B)**

|                          |  |        |
|--------------------------|--|--------|
| <input type="checkbox"/> | Hourly Rate (One-Off/Temporary Event/Activity) | 40.00  |
| <input type="checkbox"/> | Daily Rate (One-Off/Temporary Event/Activity)  | 200.00 |
| <input type="checkbox"/> | Regular Use booking per hour                   | 35.00  |
| <input type="checkbox"/> | Regular Use booking per day                    | 175.00 |

**Half Auditorium (Category B – Local Not for Profit Organisations and Schools)**

|                          |  |     |
|--------------------------|--|-----|
| <input type="checkbox"/> | Hourly and Daily Rate (One-Off/Temporary Event/Activity) | Nil |
|--------------------------|--|-----|

**Kitchen/Bar (Category A & B – All Users)**

|                          |   |       |
|--------------------------|---|-------|
| <input type="checkbox"/> | Daily Rate (One-Off/Temporary Event/Activity) – included in daily rate hire of auditorium | 75.00 |
|--------------------------|---|-------|

**SpacePort (Category A & B – All Users)**

|                          |  |       |
|--------------------------|--|-------|
| <input type="checkbox"/> | Hourly Rate (One-Off/Temporary Event/Activity) | 15.00 |
| <input type="checkbox"/> | Daily Rate (One-Off/Temporary Event/Activity)  | 75.00 |

**MOSSMAN SHIRE HALL****Category A - (Individuals/Commercial Use or non-Category B)**

|                          |  |        |
|--------------------------|--|--------|
| <input type="checkbox"/> | Hourly Rate (One-Off/Temporary Event/Activity) | 30.00  |
| <input type="checkbox"/> | Daily Rate (One-Off/Temporary Event/Activity)  | 150.00 |
| <input type="checkbox"/> | Regular Use booking per hour                   | 25.00  |
| <input type="checkbox"/> | Regular Use booking per day                    | 125.00 |

**Category B (Local Not for Profit Organisations and Schools)**

|                          |  |     |
|--------------------------|--|-----|
| <input type="checkbox"/> | Hourly and Daily Rate (One-Off/Temporary Event/Activity) | Nil |
|--------------------------|--|-----|

**DAINTREE SHIRE HALL****Category A - (Individuals/Commercial Use or non-Category B)**

|                          |  |        |
|--------------------------|--|--------|
| <input type="checkbox"/> | Hourly Rate (One-Off/Temporary Event/Activity) | 20.00  |
| <input type="checkbox"/> | Daily Rate (One-Off/Temporary Event/Activity)  | 100.00 |
| <input type="checkbox"/> | Regular Use booking per hour                   | 15.00  |
| <input type="checkbox"/> | Regular Use booking per day                    | 75.00  |

**Daintree Community Hall (Category B – Local Not for Profit Organisations and Schools)**

|                          |  |     |
|--------------------------|--|-----|
| <input type="checkbox"/> | Hourly and Daily Rate (One-Off/Temporary Event/Activity) | Nil |
|--------------------------|--|-----|

## 22. TERMS AND CONDITIONS

### 1. Covid-19

The activity/event must be undertaken in accordance with applicable Public Health Directions at the time of the activity/event.

### 2. Application

The right to use a community hall or facility is subject to Council approval of an application on the required form signed by the hirer undertaking to comply with these conditions. If the proposed hirer is a not for profit association or charitable organisation, the Application/Hire Agreement must be signed by the President and Secretary of the organisation.

A booking is not confirmed until an application form/hirer agreement has been completed and submitted with applicable fees.

When a booking has been confirmed, the Application form becomes the Hire Agreement.

### 3. Fees and Charges

Fees and charges shall be in accordance with the Schedule of Fees and Charged prepared and adopted by Council from time to time and shall be payable within 21 days of the date of the lodgement of the application/hire agreement form. If a booked venue is not paid within 21 days, the booking will be cancelled without notice.

All charges where an hourly rate applies shall mean per hour or part thereof.

Bookable daily rates will commence from 8:00am for a 24 hour period and will include Set Up, Pack Down and Clean Up time.

#### Permitted operating hours:

| Venue                       | Event/Activity   | Set Up/Pack Down/Cleaning |
|-----------------------------|------------------|---------------------------|
| Sugar Wharf                 | 8.00am – 10.30pm | 8.00am – 12.00pm          |
| Port Douglas Community Hall | 8.00am – 10.30pm | 8.00am – 12.00pm          |
| Mossman Shire Hall          | 8.00am – 10.30pm | 8.00am – 12.00pm          |
| Daintree Shire Hall         | 8.00am – 10.30pm | 8.00am – 12.00pm          |
| SpacePort                   | 9.30am – 4.00pm  | 9.30am – 4.00pm           |

It is the hirer's responsibility to ensure that third party contractors including caterers, florists, musicians etc are made aware of access times.

The hire charges relate only to the standard use of the facilities.

It is important to note that the booking will not be confirmed until all relevant fees are paid.

### 4. Use of Hall or Facility After Engaged Time

If the facility is not vacated by the nominated time, the hirer shall forfeit the entire bond (if applicable) or pay an hourly rate. Every consideration must be given to the residents who live nearby in regard to minimising noise and unruly behaviour and to other users who have booked the venue after you.

### 5. Cancellation/Transfer of Booking

Hire fees will be returned on cancellation or transfer of booking with the following deductions:

#### Port Douglas Sugar Wharf:

Bookings that have been paid for and cancelled or transferred more than four months prior to the booking date will be eligible for a refund of 80% of the hire fee.

Bookings that have been paid for and cancelled or transferred less than four months prior to the event date will be eligible for a refund of 50% of the hire fee.

#### Other Community Halls and Facilities:

Any cancellation of one-off bookings for the hire of Community Halls and Facilities shall be made at least 14 days prior to the date of the event otherwise a cancellation fee of \$50 or the cost of the normal hire charge, whichever is the lesser, will be levied.

### 6. Security Bond

A security bond may be required to be paid at the time of booking as a guarantee of fulfilment of these conditions, and as security against breakages or 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.

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

### 7. Insurance



Council Community Halls and Facilities are made available for the use by the general public for a wide variety of purposes which is essential for local communities. Council currently has a Casual Hirer's Insurance, which provides liability cover to users (known as third parties) who hire Council facilities. This insurance covers hirers who:

- is non-commercial;
- is not incorporated;
- is not involved in high risk sports; and
- hires a Council facility no more than 12 days per year.

Casual Hirer's must complete the Casual User of Council Facilities Liability Insurance Acknowledgement and Declaration (Section 9 of the Hire Agreement Form).

Council's insurance does not cover casual hirers (known as third parties) if they fall into the following categories:

- Incorporated bodies)
- Sporting clubs
- Associations (including non-profit organisation)
- Impose a fee or charge, even if no profit is made or profits are donated to charity

Should Council's facilities be hired to a third party who is not defined as a casual user, then a certificate of currency for Public Liability Insurance of no less than \$20,000,000.00 (twenty million dollars) covering the scope and dates of the activity and a receipt of payment must be presented to Council.

If you are unsure whether or not you are a business or casual hirer for the purpose of this application, please read section 9 and seek professional independent advice.

#### **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 or 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. Liquor Licencing**

The sale of liquor at Community Halls and Facilities are prohibited unless the hirer obtains a liquor licence or permit from the appropriate authority. In the event a liquor licence or permit is not required, Council may impose additional conditions.

It is the responsibility of the hirer to obtain a liquor licence from the Office of Liquor and Gaming . Note: licenses are not required for private functions where liquor is not being sold e.g. weddings, private parties.

Liquor licences can be obtained from the QLD Office of Liquor and Gaming. Contact details are 13 74 68 or <https://www.business.qld.gov.au/industries/hospitality-tourism-sport/liquor-gaming/liquor/licensing/applications>

Hirers are responsible for hiring of bar staff and ensuring they are aware of their responsibilities and duties.

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.

#### **11. Food, Drinks and Confetti**

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.

Port Douglas Sugar Wharf (Heritage Listed Building) – The preparation / cooking of food is not permitted inside or on the Sugar Wharf. The use of confetti, including biodegradable confetti is not permitted at the Sugar Wharf.

#### **12. Gambling**

No game of chance, at which either directly or indirectly money is passed as a prize, shall take place in any part of the premises, with the exception that this clause shall not prevent the hirer using the premises for games of Bingo or equivalent, providing relevant permits have been obtained.

#### **13. Noise**

No amplified music after 10.30pm 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.

#### **14. 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 event.

#### **15. Permission to occupy**

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.

#### **16. Assignment**

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

#### **17. Regular Use**

Council does not accept permanent bookings for Community Halls or Facilities preferring to take Regular Bookings to ensure that the Halls and Facilities are available for the staging of events and to allow a wider use by community members and community groups. Applications for regular use of a Community Hall or Facility will only be accepted on the understanding that bookings of this nature may be required to cancel / reschedule in preference of major events that require the use of a Community Hall or Facility.

Cancelling or rescheduling of bookings by Council may be done at the discretion of the Manager People and Community Services (or Delegate). Regular users will be afforded the maximum amount of notice possible, and will not be financially disadvantaged in terms of Hire fees if relocated to another Hall or Facility.

Regular Use means that an individual or group hires a facility on an ongoing and regular basis.

#### **18. Adult supervision**

Hirers under the age of 18 must have the application form completed by an adult who will be supervising the event. The person completing the application form and whose signature appears on the same is subject to these terms and conditions. If there is any doubt as to the age of the hirer, identification will need to be provided. This will be further verified by contacting the names listed on the Hall Hire Agreement Form. Council reserves the right to refuse hire of the facility where age verification can not be established. It is the hirer's responsibility to ensure that the conduct of people attending their event is of an appropriate manner. Destruction of property will not be tolerated.

#### **19. Security**

The hirer shall, when so directed by the Council, arrange for security from a registered security firm to be in attendance for the duration of the event.

Security guards/crowd controllers are required if any of the following occur:

- Alcohol is being consumed, and/or
- The event is deemed 'high risk' by Council

It is the responsibility of the hirer to engage the services of licensed security company for the entire duration of the event. One security guard is required for the first 100 patrons and one additional for up to every 70 patrons thereafter. i.e. 150 people would require 2 security guards.

You must hire the services directly with the security company and are responsible for all costs associated. It is at the discretion of the security company to control the event and/or increase the amount of guards at the time of the event due to changes in circumstances. If this occurs, this will be communicated with your nominated contact(s) at the time.

#### **20. Queensland Police 'PartySafe' Registration**

Functions/parties/events deemed to be 'high risk' are required to register the event with the Queensland Police by completing the 'PartySafe' online registration at <https://forms.police.qld.gov.au/launch/EventPartySafe/> and registering at your local police station (Port Douglas or Mossman) at least six weeks prior to your event (if possible). Additional bond charges may apply to high risk events.

#### **21. Parking attendants**

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

## **22. 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.

## **23. 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 and security bond paid, the Council shall have the power to cancel such permission and direct the return of the fees and deposits and security bond 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.

## **24. 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.

## **25. Cleaning Requirements and Rubbish Removal**

The hirer is responsible for leaving the premises in a clean and tidy state. All equipment, decorations, food and alcohol etc must be removed from the facility immediately following the close of the event. Floors should be swept and mopped.

All waste including food scraps, to be removed and deposited in the bins provided outside the buildings. Bins are not permitted within any areas of the halls or facilities. Correct recycling principles should be followed. The hirer will be responsible for removing additional waste that does not fit in the provided bins at their own cost. If additional waste remains at the site, it will be removed by Council at the cost of the Hirer. The nearby public bins are not to be utilised as these are for general public use only and any waste remaining following an event/activity will be removed by Council at the cost of the Hirer.

Failure to comply with these conditions will result in extra cleaning charges being withheld from the bond or, if a bond is not held or is insufficient, being invoiced to the hirer.

### Daintree Hall:

Wheelie bins are not provided at Daintree Hall and it is the responsibility of the hirer to remove all rubbish generated by their event/activity. The nearby public bins are not to be utilised as these are for general public use only and any waste remaining following an event/activity will be removed by Council at the cost of the Hirer.

## **26. 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.

## **27. Facilities, Furniture and Equipment**

A full list of facilities available in each hall is available from staff upon request. Basic furniture and equipment is available for Port Douglas Community Hall and Mossman Shire Hall and can be utilised and set up by the Facility Caretaker at an extra cost. The Hirer is responsible for setting up for weddings and major events. A Set Up Request Form must be lodged with Council for furniture and equipment requirements for applicable halls. Following the event all tables must be wiped and placed back into table trolleys and all chairs stacked. Furniture in the Halls is for use within the hall only and will not be hired out under any circumstances.

## **28. 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.

## **29. 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.

## **30. Decorations Stage Fittings**

No stage property, decorations, electric lighting, naked lights of any kind or articles of similar nature shall be brought into the building without the consent of 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 event. All stage/performance lighting must be set up and packed down by a qualified technician.

Note: Naked lights of any kind or articles of similar nature (e.g. candles, oil burners or mosquito burners) and smoke machines are **prohibited** at Mossman Shire Hall, Port Douglas Community Hall, Sugar Wharf or Jetty.

### **31. Safety**

Any electrical items brought into and used in the hall or facility must have a current 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 fires or damage. The hirer is required to give patrons/attendants a basic outline of fire exits and evacuation procedures at the commencement of the event. In the event of a fire, Fire Evacuation Procedures, as supplied to hirers at the time of signing the Hire Agreement Form, must be complied with.

### **32. Smoking**

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

Smoking is not permitted within five metres of any building entrance. It is the hirer's responsibility to ensure that smoking does not occur within the building as stated or in contravention of Queensland Government Legislation.

### **33. Opening and closing halls**

The Facilities-Caretaker shall open the hall at the booked time for the hirer.

Hirers are required to check that all doors and windows are locked and secure prior to vacating the premises. When premises are locked and vacated, hirer is to call the security company. Failure to do so may result in hirer being refused access to halls and facilities for future events. Any damage or theft which occurs due to the above checks not being undertaken may result in repair costs being invoiced to the hirer. The hirer must comply with entry and exit times. Council security and Facilities Caretakers will ensure Hirer's have vacated at permitted times.

### **34. 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.

### **35. 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.

### **36. 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.

### **37. 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.

### **38. Council**

Wherever appearing in these conditions and where the context so admits the expression Council shall be deemed to include any officer of the Council acting with the authority of the Douglas Shire Council expressly or implied.