

Venue Hire Application: Community Halls & Facilities Hire Agreement

For all applications, you must:

- complete this form and 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 No Booking 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. It is the hirer's responsibility to ensure that third party contractors (caterers, florists, musicians, photographers etc) are made aware of all terms and conditions.

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 Use

Type of Event/Activity: Private Not for Profit Organisation Commercial

4. EVENT/ACTIVITY DESCRIPTION

Description of Event/Activity: Wedding Reception School Event Concert

Private Party - other Meeting/Seminar Educational Class Recreational Class

Community Event Birthday Party (Age: _____) Other – specify: _____

Additional details: _____

OFFICE USE							
Bond Required:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Fee Paid:	\$ _____	Date:	_____	Receipt No:	_____
Receipt Code:	T	Fee Paid:	\$ _____	Date:	_____	Receipt No:	_____

5. 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:

6. 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:			
Event:			
Pack Down:			

Additional Information:

7. 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?

If yes, attach copies with this application.

Yes

No

8. QLD POLICE SERVICE PARTY SAFE PROGRAM & SECURITY DETAILS

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 No

Registration No:

Qld Police Service Stamp:

Security Company Name:

(If Applicable)

Contact Phone Number:

Registration Number:

Security shall be required for events specifically for 18 and 21st birthday parties or as directed by Council.

The ratio being one security guard for up to 100 people plus an extra security guard for every 70 thereafter.

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 & 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 than 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:

Full Name

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. RELEASE & INDEMNITY

In consideration of Douglas Shire Council ("Council") issuing me/us with *The Approval* for the purpose described or allowed under *The Approval* ("the activity/activities"), I/we:

1. release and discharge Council and Council's agents, servants, officers and insurers ("the Related Parties") from and in respect of all liability, claims, losses, damages or proceedings which I/we may have (either now or accruing in the future) against Council and/or the Related Parties in respect of, or arising out of, or in connection with the activity/activities;
2. agree that the release and discharge given under clause 1 may be pleaded by Council and the Related Parties as a bar to any action, suit or proceeding commenced now or taken at any time by Council and/or the Related Parties, against Council and/or the Related Parties, or to which Council and/or the Related Parties is or are joined as a party or parties, in respect of, or arising out of, or in connection with the activity/activities; and
3. agree that I/we am/are liable for and shall indemnify Council and the Related Parties against any liability, claim, loss, damage or proceeding in respect of, or arising out of, or in connection with the activity/activities.
4. The release and indemnity provided by you under 1-3 is, however, reduced to the extent that the Council and/or any of the Related Parties have caused or contributed to the relevant liability, claim, loss or damage.

The covenants given under this document are binding upon me/us and my/our heirs, executors, successors and permitted assigns.

12. FOOD

Note: it is the responsibility of the Applicant/Approval Holder to ensure all third-party contractors (including food vendors) have applicable licenses/permits/registrations and have public liability insurance. If catering arrangements have not been finalised at the time of this application, the applicant must advise Council of all food vendors before the event and ensure any additional forms are lodged by the food vendors.

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 commercially pre-packaged and pre-prepared? E.g.: chips, nuts, take away pizza, biscuits purchased from supermarket

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

Is the Food Vendor/s a Not for Profit (Community, Sporting or Service) Organisation?

Yes - List food vendors in the table below and ensure the food

vendor completes and lodges the **EHT3 Notification Form** – no fee No. Continue
applicable. ([click here to go to form on website](#))

Will food be prepared and supplied at the event by a Commercial Food Business?

Yes - Licensed Mobile Food Van (List licensed mobile food van/s in the food vendors table below)

Yes – Licensed Off-Site Caterer (Licensed with Douglas Shire) List licensed off-site caterer/s in the food vendor table below.

Yes – Licensed Off-Site Caterer (Licensed outside Douglas Shire). List licensed off-site caterer in the food vendor table below and ensure the food vendor completes and lodges an **EHT3 Notification Form**. ([click here to go to form on website](#))

Yes – Other Commercial Food Business. List commercial food vendors in the table below and ensure the food vendor completes and lodges the EHT1 Temporary Food Premises Form (link below) – additional fee applicable. ([click here to go to form on website](#))

FOOD VENDORS TABLE

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

Name/Organisation name e.g.: John Smith/ JS Pty Ltd	Trading Name e.g.: John's Doughnuts	Vendor's Contact Number	Details of Foods Being Prepared and Served	Licence Number (if Mobile food van or off-site caterer)

13. 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.

14. 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 No

15. LOCAL NOT FOR PROFIT ORGANISATION OR SCHOOL

*Only complete this section if you are a not for profit organisations or school located within the Douglas Shire. If you can demonstrate that the event/activity is beneficial to the community and is operated directly by the organisation, you may be eligible for a reduced fee. **These fees apply to one-off/temporary events/activities only.***

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

	YES	NO
Are you applying for the 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? <i>If yes, attach Certificate of Incorporation or Charity Certificate with a local address.</i>	<input type="checkbox"/>	<input type="checkbox"/>
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Are you a school located within the Douglas Shire region?	<input type="checkbox"/>	<input type="checkbox"/>
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Is the event for fundraising purposes (if a charity or not for profit association)?	<input type="checkbox"/>	<input type="checkbox"/>
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Is the event being organised and operated directly by the applicant and organisation?	<input type="checkbox"/>	<input type="checkbox"/>
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How is the event/activity beneficial to the Douglas Shire community?

Details: _____

16. 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 Public Liability Insurance.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Complete the 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"/>
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"/>
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"/>

17. 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.

I _____ declare that the information provided by me in this application is true and correct and I consent to the making of enquiries and exchange of information with authorities of any Local, State/Territory or Commonwealth department in regards to any matters relevant to this application.

Applicant Signature:		Date:	
Print Name:		Position: (if company or organisation)	
Applicant Signature:		Date:	
Print Name:		Position: (if company or organisation)	

Douglas Shire Council – Privacy Collection Notice:

Douglas Shire Council collects and manages personal information in the course of performing its activities, functions and duties. We respect the privacy of the personal information held by us. The way in which the council manages personal information is governed by *the Information Privacy Act 2009* (Qld). We are collecting your personal information in accordance with the *Local Government Act 2009* so that we can assess and finalise your application. Generally, we will not disclose your personal information outside of Council unless we are required to do so by law, or unless you have given us your consent to such disclosure. For further information about how we manage your personal information please see our Information Privacy Policy.

18. PRESCRIBED FEES (Applicable from 1 July 2023 to 30 June 2024)

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

MISCELLANEOUS FEES

Cancellation Fees (All Users)

<input type="checkbox"/> Cancellation Administration Fee	50.00
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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

All Users

<input type="checkbox"/> Hourly Rate (One-Off Temporary Event/Activity)	333.00
<input type="checkbox"/> Daily Rate (One-Off Temporary Event/Activity)	1,663.00

PORT DOUGLAS COMMUNITY HALL

Full Auditorium (Individuals/Commercial Use/non-Local Not For Profit Associations)

<input type="checkbox"/> Hourly Rate (One-Off/Temporary Event/Activity)	76.00
<input type="checkbox"/> Daily Rate (One-Off/Temporary Event/Activity)	374.00
<input type="checkbox"/> Regular Use booking per hour	65.00
<input type="checkbox"/> Regular Use booking per day	320.00

Full Auditorium (Local Not for Profit Organisations and Schools)

<input type="checkbox"/> Hourly and Daily Rate (One-Off/Temporary Event/Activity)	Nil
<input type="checkbox"/> Regular Use booking per hour	32.00
<input type="checkbox"/> Regular Use booking per day	160.00

Half Auditorium (Individuals/Commercial Use or non-Local Not For Profit Associations)

<input type="checkbox"/> Hourly Rate (One-Off/Temporary Event/Activity)	44.00
<input type="checkbox"/> Daily Rate (One-Off/Temporary Event/Activity)	214.00
<input type="checkbox"/> Regular Use booking per hour	39.00
<input type="checkbox"/> Regular Use booking per day	187.00

Half Auditorium (Local Not for Profit Organisations and Schools)

<input type="checkbox"/> Hourly and Daily Rate (One-Off/Temporary Event/Activity)	Nil
<input type="checkbox"/> Regular Use booking per hour	20.00
<input type="checkbox"/> Regular Use booking per day	93.00

Kitchen/Bar (All Users)

<input type="checkbox"/> Daily Rate (One-Off/Temporary Event/Activity) – included in daily rate hire of auditorium	85.00
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Other Meeting Rooms (All Users)

<input type="checkbox"/> Hourly Rate (One-Off/Temporary Event/Activity)	17.00
<input type="checkbox"/> Daily Rate (One-Off/Temporary Event/Activity)	80.00

MOSSMAN SHIRE HALL

Individuals/Commercial Use or non-Local Not For Profit Associations)

<input type="checkbox"/> Hourly Rate (One-Off/Temporary Event/Activity)	33.00
<input type="checkbox"/> Daily Rate (One-Off/Temporary Event/Activity)	161.00
<input type="checkbox"/> Regular Use booking per hour	27.00
<input type="checkbox"/> Regular Use booking per day	135.00

Category B (Local Not for Profit Organisations and Schools)

<input type="checkbox"/> Hourly and Daily Rate (One-Off/Temporary Event/Activity)	Nil
<input type="checkbox"/> Regular Use booking per hour	14.00
<input type="checkbox"/> Regular Use booking per day	67.00

DAINTREE SHIRE HALL

Individuals/Commercial Use or non-Local Not For Profit Associations)

<input type="checkbox"/> Hourly Rate (One-Off/Temporary Event/Activity)	22.00
<input type="checkbox"/> Daily Rate (One-Off/Temporary Event/Activity)	108.00
<input type="checkbox"/> Regular Use booking per hour	17.00
<input type="checkbox"/> Regular Use booking per day	81.00

Local Not for Profit Organisations and Schools)

<input type="checkbox"/> Hourly and Daily Rate (One-Off/Temporary Event/Activity)	Nil
<input type="checkbox"/> Regular Use booking per hour	10.00
<input type="checkbox"/> Regular Use booking per day	40.00

19. 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 two office bearers 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 to midnight and will include Set Up, Pack Down and Clean Up time.

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

4. 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
Meeting Rooms at PD Hall	9.30am – 4.00pm	9.30am – 4.00pm

5. 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.

6. Cancellation/Transfer of Booking

Refer to Fees and Charges Schedule for details.

7. 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.

8. 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.

Casual Hirer's must complete the Casual User of Council Facilities Liability Insurance Acknowledgement and Declaration in 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 Casual User of Council Facilities Liability Insurance Acknowledgement and Declaration and seek professional independent advice.

9. Indemnity

The hirer agrees to the Indemnity agreement included in the application form.

10. 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 hirer and the notices given to the proper officers.

11. 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.

12. Food, Drinks and Confetti

Mossman Shire Hall – If you are serving or selling alcohol at your event, all alcohol must be consumed inside the Hall. Attendees are not permitted to consume alcohol outside in the carpark, or on the footpath.

Port Douglas Sugar Wharf (Heritage Listed Building) – The use of confetti, including biodegradable confetti is not permitted at the Sugar Wharf. The preparation/cooking of food is not permitted inside the Wharf building or on the wooden jetty adjacent to the Sugar Wharf. It is however, permitted on the concrete wharf. Cooking vans and/or fridges, freezers are not permitted on the concrete wharf, however they can be parked on the concrete road adjacent to the concrete jetty. The concrete wharf is permanently closed to all vehicles, including equipment mounted on a trailer.

13. 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.

14. 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.

15. 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.

16. 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 a Douglas Shire Council Manager (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.

17. 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.

18. 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.

19. 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.

20. Queensland Police 'PartySafe' Registration

Functions/parties/events may be 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 week prior to your event (if possible).

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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. The Hirer is responsible for setting up for weddings and major events. 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.

27. 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.

Sugar Wharf: The concrete wharf is permanently closed to all vehicles. Vehicles may be driven on the adjacent road which leads up to the wooden jetty where equipment may be unloaded/loaded. The concrete wharf can be used as a food preparation area, with a marquee, barbeque and tables, however cool room trailers are not permitted. Refrigerators and other catering vehicles will need to be parked along the side concrete access road. Caterers also have access to the food plating area within the Sugar Wharf Building.

28. Naked Flames Prohibited

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.

29. Safety

Any electrical items brought into and used in the hall or facility must have a current electrical safety test tag. 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.

30. 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.

31. 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.

32. 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.

33. Performing rights

In the case of a dramatic or other performance or concert, the hirer shall not produce, or permit to be produced or performed, 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.

34. 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.

35. 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.