

Hire of Community Facilities Policy

Policy Details

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Endorsed by	Chief Executive Officer
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Policy Owner	Manager Economic and Community Development
Contact Officer	Cherie Schafer
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Supporting documentation

Legislation	<ul style="list-style-type: none"> • <i>Local government Act 2009</i> • <i>Local Government Regulation 2012</i>
Policies	<ul style="list-style-type: none"> • Council's Local Laws
Delegations	<ul style="list-style-type: none"> • Nil
Forms	<ul style="list-style-type: none"> •
Supporting Documents	<ul style="list-style-type: none"> • Council Fees and Charges

Version History:

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1	19/08/2020	Council Resolution No. 0820/012	

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Intent

To establish guidelines for the hire of Council facilities and to ensure a consistent application of Council's terms and conditions of hire.

Scope

This policy will apply to all of Council facilities that are available for hire and to all persons/entities who have obtained approval to hire.

Policy Statement

Council maintains a variety of facilities that are available for hire and the size, function and amenity of these facilities do vary. This policy has been established to assist Council Officers and its customers in the effective and consistent management of hiring available facilities.

Disclaimer

The refusal of use of any facility in any case may be authorised by the Chief Executive Officer, or their delegate, at their discretion.

Notwithstanding that a booking of a facility may have been entered into in accordance with this policy and any other agreement, with the hire charge having been paid, the Chief Executive Officer, or their delegate, may cancel any booking and refund the hire charge to the Hirer. In this instance, the Hirer will have no claim at law or in equity for loss or damage in consequence thereof.

Where Council is unable to provide a venue or facility due to an unforeseen reason, Council will provide full venue hire refund if an alternative venue or facility cannot be provided. If, in the opinion of the Chief Executive Officer, or their delegate, a facility is not in a condition suitable for any performance or use by the Hirer at any date or at any time previously requested, then Council may revoke or discontinue the permission granted in respect of any such day or time by giving notice to the Hirer in writing. Upon receipt of such notice, the permission granted shall be at an end and Council shall repay to the Hirer all sums previously paid for hire of the facility. Should the Hirer have used the facility for any period, then at the discretion of the Chief Executive Officer, or their delegate, an amount apportioned to the balance only may be repaid by Council.

User Categories

Facility hirers will fall into one of the following categories and will be required to pay the relevant fee as determined in Council's Fees and Charges.

- Category 1** Commercial, Government or Corporate Function
- Category 2** Community Group, Not-for- Profit or Private use (alcohol consumption)
- Category 3** Community Group, Not-for-Profit or Private Use (no alcohol consumption)

Hire Fees

Hire fees shall be calculated in accordance with the schedule of Fees & Charges adopted by Council and shall be payable, together with any applicable bond, at least ten (10) business days prior to the hire date.

Hire Bookings will not be confirmed until all applicable monies have been paid.

Payment of fees constitutes the hirer's understanding and agreement to all terms and conditions of hire as detailed in this policy.

Bonds

Council reserves the right to impose a bond which is to be paid at least ten (10) business days prior to the hire date. This bond is to cover or partially cover any costs associated with Council having to undertake rectification works caused through the hire of the facility.

Any bond imposed will be retained by Council until such times as all conditions of hire have been met and/or any rectification works having to be undertaken by Council have been finalised.

Where the bond is insufficient to cover the costs of any rectification works undertaken by Council to have the venue returned to a similar state/condition prior to hire, an invoice will be issued to the hirer for the difference.

Booking Confirmations

A booking confirmation to hire the venue will be issued upon full payment of all fees and charges, including any applicable bond, provided all associated terms and conditions of venue hire have been met.

The hirer will use the venue for the use/activity stated on application form and not for any use or activity unless the hirer has the express written approval by Council.

The hire of the facility is restricted to the day/s and time/s specified in the booking confirmation.

The booking confirmation should be carried by the hirer during the use of the facility and is to produce the booking confirmation should they be requested so by any Council authorised person.

Insurance

Council reserves the right to have any hirer obtain public liability insurance prior to obtaining booking confirmation for the hire of the Council facility. In these circumstances, the hirer, at their own expense, will insure and keep insured in the name of the hirer with the Carpentaria Shire Council as an interested party for an amount, determined at the sole discretion of Council, against public liability in the form of a standard public liability policy.

The hirer shall produce to Council, at least ten (10) business day prior to the hire date, required evidence of the Insurance Policy obtained by the hirer as per the preceding condition.

Should Council impose upon the hirer the need to obtain public liability insurance, the hire will not be confirmed until evidence of insurance is produced to the satisfaction of Council, regardless whether or not all applicable fees and charges (including bonds) have been paid.

Furthermore, non-production of evidence of insurance to Council's satisfaction could result in cancellation of the booking, regardless whether or not all applicable fees and charges (including bonds) have been paid.

Other Terms and Conditions of Hire

- The hirer is required to obtain any other necessary approval, lease, licence or permit under any other Local Law, Act or Regulations that is required for the use or activities.
- If food is to be sold or supplied, the hirer must ensure all necessary licenses or permits are obtained.
- Consumption of alcohol in public spaces is prohibited unless the event complies with liquor licencing regulations and has the appropriate permit in place.
- Smoking is not permitted in any Council building, site or within 5m of public entrances including bathrooms and kitchens. If any smoke alarms are activated during occupancy of the venue and the Queensland Fire and Rescue Service (QFRS) is required to attend, the hirer will be liable for any call out fees.
- With the exception of designated parking areas, driving and parking is strictly prohibited on all grassed areas unless otherwise approved by Council.
- All electrical cords, fittings, switches and other electrical equipment used must comply with the appropriate Australian Standards and display a current electrical test tag.
- The hirer will ensure that no glass or glass receptacles will be used at the venue unless otherwise approved by Council.
- The hirer is to ensure that the use or activity authorised under the booking confirmation/permit does not cause a nuisance.
- The hirer is to take specific measures to protect the safety of persons who may be involved in, or affected by, the use or activity authorised under the approval.
- The hirer will observe, perform and fulfil all the requirements of Council's Policies and Local Laws not limited to but including noise and waste.
- The hirer is required to remove any rubbish created by the use or activity, and to ensure that the area used is kept in the same condition as before the use or activity commenced.
- The hirer is responsible for the security of the venue and the security and safety of any property of Council in or around the venue.
- The hirer shall conform with all other statutory rules, provisions and regulations of the Commonwealth of Australia or State of Queensland in force and ensure any relevant notices are provided to Council.
- Hirers granted permission to use any a Council facility shall not assign the right of use to any other person, organisation or body.
- 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.
- Neither 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.
- Council does not warrant that the area or venue is fit, suitable or adequate for the activity authorised under the approval.
- Council reserves the right to terminate the event, either before or during the event, if the hirer is in breach of the terms of any approval.

- Council reserves the right to cancel the booking or re-locate, if applicable, the event, if weather or facility conditions dictate. If cancellation is necessary, then Council will endeavour to involve the customer in this decision and no venue hire fees will be payable.
- 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 shall be final and conclusive.

Adopted by Council 19 August 2020 by Resolution 0820/012.



Mark Crawley
Chief Executive Officer

Date: 11/9/20