

LEISURE VENUES

TERMS AND CONDITIONS OF VENUE HIRE

General – applies to all events

1. Individuals are not permitted to fundraise for any given purpose unless authorised and coordinated by a registered charity or not for profit organisation under approval from Cairns Regional Council.
2. State Law - Please note that it is an offence to consume alcohol in a public place without the relevant licences.
3. Driving and parking is strictly prohibited on all grass areas, and other designated non parking areas as signed, unless written permission has been obtained from the Leisure Venues Office or by Council Regulated Parking.
4. Cairns Regional Council reserves the right to photograph and/or video the hirer's use of the venue during the period of hire unless specifically asked not to do so.
5. Nothing in this licence allows the licence holder any right to use any intellectual property for any purpose.
6. Cairns Regional Council accepts no liability to damage, misplacement or loss of any equipment, props etc stored at its facility by the hirer or contractor. Security of equipment is at the hirer's expense.
7. The licence holder is required to obtain any other necessary approval, lease, licence or permit under any other local law, Act or Regulations.
8. All events and activities are required to conclude by 10.00pm. Beyond this time approval is required.

The Licence holder is required to:

9. Restrict the use or activity authorised under the licence to the specified days and times.
10. Ensure that the use or activity authorised under the licence does not cause a nuisance. Specific measures include:
 - The licence holder is required to ensure that the noise levels produced 3m immediately in front of speaker systems does not exceed 100dBA or 100dBC between 10am and 10pm. Outside of these times EPA guidelines must be followed, this is to ensure that the use or activity authorised under the Permit to Conduct Activities does not cause a nuisance. For concerts, regular sound readings will need to be recorded and provided to management.
 - The licence holder is to ensure that the use of profanity or obscenities over amplified systems is restricted to ensure that offence is not caused to public areas adjoining the performance facility.
11. Protect the safety of persons who may be involved in or affected by the use or activity authorised under the licence.
12. Ensure all electrical equipment, leads and appliances brought in by the hirer or contractor display a current electrical certified test and tag sticker.
13. Ensure the proper maintenance of equipment and facilities: where Council incurs costs or expenses in rectifying any damage caused or contributed to by the licence holder or by the conduct of the approved activity, the license holder will pay the amount of those costs or expenses to the Council. If necessary these costs will be deducted from the bond.
14. 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. In the event that hirer does not adhere to this condition, bond will be withheld until either the facility is returned to the original state or cleaning charges may be incurred and deducted from the bond.
15. Insure itself and Council against liability for injury, loss or damage arising on the land subject to the licence, and to provide written evidence of such insurance to Council prior to licence being issued. Minimum liability cover is to be \$20 million. *(Not applicable for casual hirers, however should external suppliers and contractors be used a copy of their public liability insurance must be provided to council).*
16. When food is being sold / given to the public, the hirer / reservee must ensure that they have the appropriate licence and must be able to produce this licence when requested.

Failure to comply with the above requirements may result in forfeiture of bond.

Events with alcohol

17. The licence holder is required to ensure that the appropriate number of licensed security personnel are on hand at all times to oversee the approved activity. Licensed Security are to ensure that no alcohol leaves the designated licensed area and no alcohol or uninvited guests enter the area.
18. The licence holder is required to obtain any other necessary approval, lease, licence or permit under any other local law, Act or Regulations. Including but not limited to Liquor licences should the sale of alcohol be involved.
19. All bar staff are to be RSA trained and accredited
20. "No Alcohol Beyond this Point" signage is to be secured to all entry / exit points.
21. A person must not, except in accordance with a licence granted, bring glass or items made from glass, or have in possession glass, at the Esplanade. (Special approval for glassware may be granted in the case of formal sit-down dining events with full table service and waiter drinks service to tables. Should special approval be sought it will be a condition of licence that a). Clearing tables of empty bottles and used glasses must be continuous and b). That any breakages must be cleaned up immediately and are to be marked with spot marking paint for inspection at end of licence period.)
22. As per clause 29. Council requires that the following scale be used for determining suitable numbers of public amenities for events that have alcohol:

Patrons	Males			Females	
	WC	Urinals	Hand Basins	WC	Hand Basins
500 – 1,000	5	10	4	16	4
1,000 – 2,000	9	15	7	18	7
2,000 – 3,000	10	20	14	22	14
3,000 – 5,000	12	30	20	40	20

23. The figure above may be reduced for shorter duration events as follows:

8 hours +	6 – 8 hours	4 – 6 hours	Less than 4 hours
100%	80%	75%	70%

24. The licence holder is required to ensure that contracted security officers actively monitor the usage of provided public amenities. Any persons found to be urinating in public areas are to be evicted from the venue immediately

Large scale events (1000+ people)

25. The licence holder must demonstrate appropriate planning to meet all conditions of approval by submission of an overall event management plan at least ten days prior to the event.
26. Large scale events / concerts etc. are required to conclude by 10.00pm. Approval beyond this time is only via full Council Resolution.
27. The licence holder will be required to undertake a site Inspection with a Council representative prior to the event to ensure a thorough knowledge of the site including irrigation, power, water and safety procedures. The licence holder is responsible for arranging this inspection with the venue.
28. Council requests that the licence holder notify all accommodation houses and business surrounding the area of the planned event to ensure that the use or activity authorised under the licence does not cause a nuisance.
29. The licence holder is required to liaise with Cairns Police Citybeat office in relation to the event planning as early as possible in the planning process.

30. The licence holder is required to liaise with Black and White Taxis and Sunbus in relation to the event planning as early as possible in the planning process. Where necessary, specific traffic control measures are to be used to allow for priority movement of Taxis.
31. Provide suitable numbers of public amenities and provide written evidence of supply agreements for such to Council prior to licence being issued. Please note Esplanade Lagoon Public Toilets remain open from 6.00am – 9.00pm (all year round). Written request must be made should you (event organiser) wish these to remain open outside of these times. Additional cleaning charges may apply. *** See scale above for toilet requirements for large scale events*

Ticket sales

32. Unless otherwise expressly authorised by Cairns Regional Council:
 - The sale, printing and distribution of tickets to the Event will be conducted by, or under the supervision and control of, Cairns Regional Council , at the election of Cairns Regional Council ; and
 - The receipts derived from the sale of all tickets will be paid directly to Cairns Regional Council.
33. Cairns Regional Council will retain in trust receipts derived from the sale of all tickets until the conclusion of the Event, or until the conclusion of a single performance within the Event to which the receipts pertain (whichever occurs first), to ensure funds are available for any customer refunds required pursuant to the terms and conditions of sale.
34. Cairns Regional Council will retain in trust receipts derived from the sale of all tickets until you have paid all sums owing to Cairns Regional Council whether under this Agreement or otherwise.
35. You authorise Cairns Regional Council to deduct any amount payable by you to Cairns Regional Council whether under this Agreement or otherwise from the amounts collected by Cairns Regional Council and which would otherwise be payable by Cairns Regional Council to you.

Political activities on Council lands:

36. Prior approval under Local Laws must be obtained
37. The event must not involve any campaigning or political advertising
38. No political banners, advertising hoardings, speeches, distributing political materials, or like activities are permitted
39. The activity would need to look to the general public, to all intents and purposes, like any other group holding a function at the site.

Cancellations

40. Venue Hire fees will be returned on cancellation with the following deductions:
 - (Application fees are non-refundable)
 - Events involving greater than 500 people cancelled more than two calendar months prior to booking date: 10% of the hire fees are to be paid as a cancellation fee (excluding bump in and bump out fees).
 - Events involving greater than 500 people cancelled more than one but less than two calendar months prior to booking date: 20% of the hire fees are to be paid as cancellation fee (excluding bump in and bump out fees).
 - Events involving greater than 500 people cancelled less than one calendar month prior to booking date: 50% of venue hire fees to be paid as cancellation fee (excluding bump in and bump out fees).
 - Events involving less than 500 people cancelled less than two weeks prior to booking date: 20% of the venue hire fees are to be paid as a cancellation fee (excluding bump in and bump out fees).
 - Events involving less than 500 people cancelled less than 48 hours prior to booking date: 50% of the venue hire fees are to be paid as a cancellation fee (excluding bump in and bump out fees).