

Application for Hire of Council Community Halls

Applications are to be lodged **no less than 10 business days** prior to event to allow for processing, and are subject to consideration.

Applicant / Hirer details

Note: the applicant is the person responsible for making the application and is either solely responsible, or a member of a party, company or organisation responsible for adhering to and accepting all terms and conditions.

Name of Organisation:			
Applicant / Hirer Name:	First name:	Surname:	
Position in Organisation:			
Phone Numbers:	Landline:	Mobile:	
Email address:			
Address :			
Postal Address			

Hall Required (select only one)

Brinsmead Bella Vista <input type="checkbox"/>	Kewarra Beach <input type="checkbox"/>	Gordonvale <input type="checkbox"/>	Bellenden Ker <input type="checkbox"/>	Aloomba <input type="checkbox"/>
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Booking / Event Details

Name / Type of Event:			
Proposed Activities			
Event Details: (include set up & pack time)	Date:	Start:	Finish:
Number of Participants/Attendees:			

Multiple Bookings - Same event as above (if applicable)

Event Details: (include set up & pack time)	Date:	Start:	Finish:
Number of Participants/Attendees:			
Event Details: (include set up & pack time)	Date:	Start:	Finish:
Number of Participants/Attendees:			

- For additional events of the same detail as above, please provide all dates and times on a separate sheet.
Please note: multiple events may require the hirer to obtain public liability insurance. Please contact Council staff on the numbers above to determine if this will apply to your booking.

Event Particulars

1. Will there be food?

Yes, provided or BYO (not for sale) Yes, for sale No

If Yes: please contact the Environmental Health Unit on 4044 3237 to discuss if a licence or permit is required for your particular catering.

2. Will there be alcohol?

Yes No

Please note: The sale of alcohol is not permitted in any of these Community Halls

3. Will there be music (DJ or a Band)?

Yes No

If Yes: Noise is to be kept at a level which will not adversely impact on the amenity of nearby residents. Music of any kind, live or pre-recorded is to cease by 10pm.

General Information

You **MUST** complete **ALL RELEVANT** questions. Incomplete forms or forms without all necessary information and documentation will result in your application not being a properly made application.

Criteria for assessment of application

1. Applicable Laws:

- Cairns Regional Council Local Law No. 1 (Administration) 2016
- Cairns Regional Council Local Law No. 11 (Local Government Controlled Area & Roads) 2016

2. If Applicable to your request, this application must be also accompanied by:

- Copy of Public Liability Certificate of Currency (for multiple events)
- Copies of any other approvals etc for the use / activity
- Risk Management Plan (if requested by CRC)

3. Applicable Fees:

- In line with Councils Fees & Charges Schedule and Fair Use of Facilities policy - www.cairns.qld.gov.au

Please note: Council reserves the right to hold approval pending any other specific requirements deemed fit by its officers in relation to the type and size of the activity.

I declare that I have read and understand the terms and conditions relating to the approval for hire of Council Community Hall

Name	Date
Signature	

SUBMITTING YOUR APPLICATION: Options

1. In person – Councils Customer Service Centre 119-145 Spence St Cairns
2. By Email – Email to BPAS_Correspondence@cairns.qld.gov.au
3. By Mail – Post to PO Box 359 Cairns QLD 4870

Cairns Regional 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.

Terms & Conditions of Hire

1. APPLICATION

The right to use the hall is subject to the Council receiving an application in the required form signed by the proposed hirer undertaking to comply with these conditions. If the proposed hirer is a club, organisation or company, the application must also include the details of the member or employee undertaking the hire on its behalf. The conditions or approval may be altered, amended or revoked by the Council at any time and for any reason.

2. SECURITY BOND

Unless otherwise endorsed by an appropriate Council officer, a security bond shall be paid by the hirer at the time of booking as a guarantee of fulfilment of these conditions, and as security against damage to the building or any fittings and furniture contained therein, and for any cleaning arranged by the Council resulting from the hirer's use of the premises. The hirer shall be liable on demand by the Council to pay any further amount in excess of such bond to meet the full cost of such damage or cleaning. The bond will be forfeited if there is a breach of the Permit conditions. If there is no breach of the conditions of usage or damage to the building or any fittings and furniture therein or abnormal cleaning the deposit will be returned within 2 weeks of the return of the key.

3. HIRE FEES

Hire Fees shall be in accordance with the Fees & Charges schedule prepared by the Council and shall be payable as soon as practicable after the booking is made and at the very latest one (1) week prior to the date of the function. **It is important to note that the booking will not be treated as confirmed until all relevant fees are paid.**

4. OCCUPYING THE PREMISES – ENTERING & VACATING

Approvals to occupy the halls are provided specific to times detailed on the permit. No access is allowed prior to the approval time. The hall must be fully vacated by the nominated finish time indicated on the approval. The hirer is to ensure all lighting and air conditioners are switched off prior to locking up. All windows and doors should be closed and locked. Every consideration must be given by people using and vacating the area to the residents who live nearby in regard to minimising noise and unruly behaviour.

5. BOOKING CHANGES

Any changes to approved times or days must be advised to Council and are subject to availability of the hall at that time. A minimum of 1 week notice is required for a change to your booking.

6. FOOD & LIQUOR

The sale of liquor on the premises is forbidden. BYO alcohol events may be approved dependant on the type and size of the event. Specific conditions may also be applied to that event. The provisions of the Food Act 2006 with particular reference to the Council's Environmental Assessment Branch requirements relating to the preparation and storage of food for sale are to be conformed with. The name and address of the caterers are to be supplied to Council's Environmental Assessment Branch prior to the event being conducted. Commercial caterers are to provide Council's Environmental Health Officers with a completed "Temporary Food Stall" application prior to the event. Any permits or approvals required by any other Government Department including the Queensland Police Service are to be obtained. Compliance with the conditions of any approval that any Government Department may impose is essential.

It is encouraged that the following single-use plastics are not distributed: plastic bags of any thickness, plastic straws, cutlery, containers, plates, bowls, sachets (such as sauce packets), polystyrene (foam) packaging or trays, non-compostable coffee cups or balloons.

7. NOISE

Noise is to be kept at a level, which will not adversely impact on the amenity of nearby residents. Music of any kind is to cease by 10:00pm and packing up of equipment is to be completed by 11:00pm. Site clean-up is not to commence before 9:00am on a weekend or 7:00am on a weekday. Council may require the hirer to submit for approval the subject and programme for any entertainment or lecture prior to the use of the premises.

8. INSURANCE

The hirer shall take out and keep current during the period of hire a liability insurance policy, insuring for a sum of not less than twenty (20) million dollars, the Council and the hirer against all actions, costs, claims, charges, expenses and damages whatsoever which may be brought or made or claimed against the Council, the hirer or both arising out of or in relation to the hiring arrangement. Proof of this policy must be by way of a Certificate of Currency and a copy of the insurance policy shall be supplied to the Council or its authorised officer prior to the hire approval being provided.

9. 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.

10. ACTS AND REGULATIONS

The hirer shall conform to the requirements of the *Health Act*, *Local Government Act*, 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.

11. OBSTRUCTIONS

The hirer shall comply in every respect with legislation, Codes or Australian Standards with regard to public buildings for the prevention of overcrowding and obstruction of gangways, passages, corridors, or of any part of the building. Any person causing an offence against such regulations shall be removed from the building. In conducting the event all measures or procedures considered necessary are to be undertaken to ensure the safety of the general public and persons attending the function.

12. PERMISSION TO OCCUPY

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

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

13. ASSIGNMENT

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

14. ADULT SUPERVISION

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

15. SEATING

The hirer is responsible for the arrangement of the seats and tables provided or required in any hall. The arrangement of such must conform with Public Health Regulations. It is also the hirers responsibility to neatly stack away all seats and tables on completion.

16. 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.

17. DETERMINATION

If the hirer commits, permits or allows any breach or 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 the security deposit shall be forfeited to the Council.

18. 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.

19. REFUSAL TO GRANT HIRE

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

20. CLEANLINESS

The hirer is responsible for leaving the premises in a clean and tidy state. Floors should be swept and mopped if required and immediately remove all rubbish, refuse and waste matter. All facility equipment is to be returned to its original storage area after use. Any cost incurred by Council in cleaning the premises resulting from the condition in which the hirer left the premises shall be recoverable from the hirer.

21. DAMAGES

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

22. 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, or pedestrian paved areas. Should vehicles be parked, driven or manoeuvred on grassed or pedestrian paved areas during the hire period, the hirer shall forfeit the security bond whether damage has been occasioned or not.

23. 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 of the Council.

24. DECORATIONS STAGE FITTINGS

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

25. SMOKING & SMOKE ALARMS

Smoking is not permitted in any Council building. If smoke alarms are activated during occupancy of the facilities, and the Queensland Fire & Rescue Service (QFRS) is required to attend, the hirer will be required to pay any QFRS call out fees up to \$1000

26. FREE ACCESS

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

27. DISPUTES

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

28. APRA

Council Community Halls are APRA licenced for the performance in public of Works within APRA's repertoire. This does not cover commercial hirers (such as fitness instructors) who are responsible for arranging the appropriate licence for music usage during their activity.