

Cairns Regional Council - General Terms and Conditions of use for Venue Hire

Important note: All use must comply with any local, Queensland and Federal Government directives and advice in relation to COVID-19. These are subject to change without notice.

All booking enquiries must be made a minimum of eight weeks prior to the event.

1. Insurance
As a requirement of any booking Council may request:
 - a) The hirer will at its own expense insure and keep insured in the name of the hirer with the Cairns Regional Council, the Minister Administering the *Land Act 1994* and The State of Queensland noted as an interested party for an amount of not less than Twenty Million Dollars (\$20,000,000.00) against public liability in the form of a standard public liability policy.
 - b) The hirer shall produce to Council prior to the date required evidence of the Insurance Policy affected by the hirer under clause 1.a.
2. Confirmation of a Booking
 - a) A booking confirmation/permit to conduct the activity will be issued upon payment of all fees and charges associated with the provision of these services, providing all venue hire terms, conditions and booking requirements are met.
 - b) The hirer will use the venue for the use/activity stated on the booking confirmation/permit and for no other use/activity.
 - c) The use or activity authorised under the booking confirmation/permit is restricted to days and times specified in the approval.
 - d) The hirer is to carry the approval during the use or activities and is to produce the approval for inspection on demand by an authorised person.
3. Fees
 - a) Fees shall be in accordance with the schedule of Fees & Charges schedule prepared by the Council, and shall be a minimum of fourteen (14) business days prior to the event date.
 - b) Payment of fees constitutes the hirers understanding and agreement to the Terms and Conditions of hire.
4. 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.
5. If food is to be sold or supplied, the hirer must ensure all necessary licenses or permits are obtained.
6. Consumption of alcohol in public spaces is prohibited unless the event complies with liquor licencing regulations and has the appropriate permit in place.
7. 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.
8. With the exception of designated parking areas, driving and parking is strictly prohibited on all grassed areas unless otherwise approved by Council.
9. All electrical cords, fittings, switches and other electrical equipment used must comply with the appropriate Australian Standards and display a current electrical test tag.
10. The hirer will ensure that no glass or glass receptacles will be used at the venue unless otherwise approved by Council.
11. The hirer is to ensure that the use or activity authorised under the booking confirmation/permit does not cause a nuisance.
12. 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.
13. 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.
14. 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.
15. 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.
16. Where the Council incurs costs or expenses in rectifying any damage caused or contributed to by the hirer or by the conduct of the approved use or activity, the hirer will pay the amount of those costs or expenses to the Council.
17. The hirer shall conform to the requirements of any Act or Regulation made there under, and shall be liable for any breach of such Acts or Regulation. The hirer must comply 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.
18. Hirers granted permission to use any a Council facility shall not assign the right of use to any other person, organisation or body.
19. 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.

20. 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.
21. Council does not warrant that the area or venue is fit, suitable or adequate for the activity authorised under the approval.
22. 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.
23. 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.
24. 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.
25. It is strongly encouraged that the following single-use plastics are not to be distributed or used at any event: 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.
26. The use of balloons at any Esplanade event is NOT PERMITTED.

In addition to Council's General Terms and Conditions of Use for Venue Hire, the following terms and conditions apply:

27. Event Scheduling/Allocation
 - a) It is noted that major events may arise from time to time that warrant reconsideration of the seasonal allocation. In this respect, Council reserves the right to revoke any approval with reasonable notice to the applicant. Every effort will be made to negotiate an appropriate arrangement between the parties that balances Council's requirement to support major events of economic significance to the region and its community service obligations.
 - b) If at any time there is conflict in scheduling of bookings, Council will hold discussions with the parties in good faith and in the interests of achieving a satisfactory outcome. In the absence of an agreed resolution then the matter will be referred to Council Senior Management whose decision shall be final.
28. Athletics / Track
 - a) Non-marking flat-soled shoes only are allowed on the track surface, except for authorised athletic spikes.
 - b) Spike lengths must not exceed 7mm on the track surface (including crossing the track) and 9mm within designated areas of the track (with the approval of Council).
 - c) Only equipment authorised by a Council officer is to be used on the track surface (including starting blocks).
 - d) No drinks (except pure water) and foodstuffs or other foreign material are allowed within the fenced track area.
 - e) Smoking is not permitted.
 - f) Any incidents should be reported to the Council officer immediately.
29. All events must conclude by 10:00pm unless otherwise approved by Council.
30. Cancellations

In addition to Clause 23 of the *General Terms and Conditions of Use for Venue Hire*:

 - a) If required, the hirer may cancel the event:
 - i. Upon notifying the Council within seven (7) days; or
 - ii. If weather conditions prevent the event taking place.
 - b) If an event is cancelled in accordance with clause 2.a) above then no venue hire fee will be payable.
31. Installation of any promotional material (i.e. banners, posters etc.) is strictly prohibited unless otherwise approved by Council.
32. Pegging of infrastructure into Barlow Park / grounds is strictly prohibited unless otherwise approved by Council.
33. The use of balloons throughout all Barlow Park areas is not permitted.
34. Noise

The hirer is required to ensure that:

 - a) noise is 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.
 - b) noise levels produced 3m immediately in front of speaker systems does not exceed 100dB at times before 7:00pm, and/or 110dB at times between 7:00pm and 10:00pm so that the use or activity authorised under the licence does not cause a nuisance. For concerts, regular sound readings will need to be recorded and provided to management.
 - c) 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.