

## INTENT

Bundaberg Regional Council manages a multitude of venues, facilities and parks across the Region. The size, function and amenity of these facilities range from large recreational precincts, auditoriums, halls, to parks and outdoor wedding venues.

## SCOPE

This policy applies to Council staff and all potential users of Council facilities.

## POLICY STATEMENT

Bundaberg Regional Council shall ensure that it applies a consistent approach to bookings of all venues, facilities and parks under its control.

## POLICY OBJECTIVES

This policy will directly assist Council Officers and its customers in the effective and consistent management of bookings across all Council facilities utilising the Bookable booking system.

## POLICY PRINCIPLES

### Disclaimer

The refusal of use of any facility in any case may be authorised by the General Manager Community & Environment (or their delegate) at their discretion.

Notwithstanding that a booking of a facility may have been entered into in accordance with this policy and the associated Hire Agreement, and that the hire charge may have been paid, the General Manager Community & Environment (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 Facilities Coordinator, 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 the Facilities Coordinator 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 paid in full under the provisions of the Hire Agreement. Should the Hirer have used the facility for any period, then at the discretion of the Facilities Coordinator (or their delegate) an amount apportioned to the balance only may be repaid by Council.

## Tentative Bookings

Tentative bookings will not be accepted.

## Regular Bookings

*"Regular Bookings" are defined as recurring events of the same size, capacity and service which are conducted at least one or more times each month.*

Applications for regular use of a facility will only be accepted on the understanding that bookings of this nature may require to be cancelled/rescheduled in preference of major events that require the use of the facility. Regular Hirers must complete a Creditor Application Form and will be invoiced in arrears on a monthly basis. *Regular Hirers will be issued a Statement at the end of each calendar month, and any credit adjustments will be made against the following month's account.*

Cancelling or rescheduling of regular bookings by Council may be done at the discretion of the Facilities Coordinator (or delegate). Regular users will be afforded the maximum amount of notice possible, and will not be financially disadvantaged in terms of hire charge if relocated to another facility or venue.

## Commercial Activities

Council's facilities are predominantly for community use and events. The hiring of any facility for commercial retail trading purpose is not permitted, without the express approval of Council and payment of the appropriate commercial fee

## Insurance

Organisations must provide a copy of their Certificate of Currency with cover to the amount of \$20 million (\$20M) with their application. Applicants who are not hiring the facility as part of an organisation must complete a "Casual Hirers Liability Insurance Cover Form" with their application.

Public Liability is the responsibility of the Hirer.

All incorporated community groups, sporting clubs, associations, organisations or business or commercial operators must submit a copy of their Public Liability Insurance Certificate with the completed Application Form.

Unincorporated and private hirers may be covered under Council's Casual Hirers Public Liability Insurance Policy subject to meeting condition criteria.

The Hirer will at all times indemnify Bundaberg Regional Council from and against any foreseeable loss or liability that is caused by any unlawful or negligent act or omission by the Hirer or breach of this contract by the Hirer.

The Hirer's liability to indemnify Bundaberg Regional Council under this clause will be reduced proportionally to the extent that such loss or liability was contributed to by any unlawful or negligent act or omission or breach of this contract by Bundaberg Regional Council or its officers, employees, subcontractors, agents or professional advisors.

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, of any of them, arising out of, or in relation to the hiring engagement.

### **Theft or Damage to Hirer's Property**

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 such claim by any such person, firm or corporation in respect of any such article or thing.

### **Bonds**

Council reserves the right to impose a bond to be paid no less than 30 days prior to the booking date, to cover potential costs associated with rectifying damage to the facility as a result of the event.

Council reserves the right to hold bonds until all conditions of hire have been met and that any costs to repair/replace items damaged as a result of the activities related to the event staged are invoiced. All repairs/replacements are to be arranged by Council.

Council reserves the right to hold the bond until additional hire charges for extended use times (beyond the original booked hours) are determined.

Costs of any excess cleaning, damages of any type, loss of equipment, or unauthorised use of equipment, is to be recovered from the bond prior to refund.

Where the bond is insufficient to cover rectifying costs, an invoice will be forwarded to the Hirer for the difference.

### **Hire Charges and Service Fees (including bonds)**

Venue fees and charges are set as part of Council's annual budget and may only be reviewed by written application to the Chief Executive Officer and by formal resolution of the Council. Council reserves the right to alter all fees and charges at any time without prior notice to the Hirer.

The Council reserves the right to alter any existing hire charges or fix special charges for the hiring of the facility.

If the date of hire is less than 30 days from the date of application, or where the total hire fee is less than \$100 full payment of the hire and bond (if applicable) is required immediately to confirm the booking.

If the date of hire is greater than 30 days from the date of application, a deposit must be paid in the amount of either \$100.00 or 10% of the hire fee, whichever is the greater. Full payment of

the hire fee and bond (if applicable) must be made to confirm the booking 30 days prior to the event.

In the event of another entity requesting to book the same advanced reservation date, the full hire fee will be required to be paid *within 7 days* to acknowledge commitment to the booking.

*Where Council has waived the hire fee, the Hirer must pay a bond in the amount of either \$100 or 10% of the hire fee, whichever is the greater. Full payment of the bond must be made to confirm the booking 30 days prior to the event.*

## Confirmed Bookings

"One off" bookings are confirmed on completion of the online booking application. Payment terms and conditions of hire are effective immediately when a booking is confirmed, including all documentation submitted and fees paid (unless there is a prior arrangement with Council).

## Cancellations and Refunds

Council refunds monies for "one off" bookings, while regular hirers will have their monthly invoice adjusted. Refunds will be calculated as follows:

### Regular Hirers

- Upon receipt of 14 or more days written *or email* notice of cancellation, full facility hire fees will be waived.
- Upon receipt of less than 14 days written *or email* notice of cancellation, normal hire fees will be charged.

### "One Off" Bookings

- Upon receipt of 30 or more days written or email notice of cancellation, full bond fees will be refunded, together with 90% of the hire fee.
- Upon receipt of less than 30 days written or email notice of cancellation, 100% of the hire fee will be forfeited, and the bond refunded.

## Subletting

Subletting of any facility is prohibited and will not be approved under any circumstances.

## Liquor/Alcohol

If alcohol is to be consumed and/or sold on site, a liquor permit must be obtained and displayed during the function, with a copy supplied to Council prior to the event.

For safety reasons, there is to be no serving of drinks in glass containers *without the express permission first obtained from Council*.

Consumption of alcohol is not permitted under any circumstances in parks, beaches and public spaces. Special permission may be sought for organised Community Events.

## Noise Management

The Hirer must meet the requirements of the *Environmental Protection Act 1994*.

Large events (more than 1000 people in attendance) require a Noise Management Plan to be approved by Council prior to the event. Plan templates are available from Council.

All music and noise levels must be kept at an acceptable level. Music and DJs must cease by 10.00pm, unless operating under a noise management plan approved by Council.

\*Open-air Events - the Hirer of the facility must not use, or permit the use of, the facility for an open-air event on any day;

- before 7.00 am if the use causes audible noise; or
- from 7.00 am to 10.00 pm if the use causes noise of more than 70 decibels; or
- from 10.00 pm to midnight if the use causes noise of more than the lesser of the following:
  - 50 decibels;
  - 10 decibels above background noise.

\*Open-air event means an open-air competition, concert, display, race, or other activity.

Indoor Venues - the Hirer of the facility must not use, or permit the use of, the building as an indoor venue on any day;

- before 7am if the use makes an audible noise; or
- from 7am to 10pm if the use makes a noise of more than 5dB(A) above the background level; or
- from 10pm to midnight if the use makes a noise of more than 3dB(A) above the background level.

## Smoking

Queensland Government regulations apply to all Council facilities. Smoking is not permitted:

- in any enclosed areas including all buildings, covered arena, stables, sheds, caravans and marquees;
- within 4m of a building entrance;
- within 10m of any part of children's playground equipment; and
- in any outdoor eating or drinking areas. An outdoor eating or drinking area is any outdoor area in which the Hirer allows people to consume food or drink that has been provided by their event (food or drink 'provided' means table service or service at a counter with the food or drink taken by the person to the outdoor eating or drinking area).

The Hirer may set aside an outdoor area(s) where people can smoke only. The Hirer must

ensure that no food or drink is consumed in the area and provide suitable waste receptacles for the disposal of cigarette butts.

## Signage

All signage requirements including size, method of display and location, are to be sighted and agreed with by Council.

Signs attached to road and utility infrastructure are not allowed. However, the Department of Transport and Main Roads may allow erection of free standing sign/s for community events. Hirers should write to the department and provide a copy of the sign layout showing the size and wording proposed. A penalty applies for the erection of unauthorised signs.

## 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 of any owner of such right or rights, and the Hirer agrees to indemnify the Council against any claim for breach of copyright or any action herewith.

## Acts and Regulations

The Hirer shall conform to the requirements of Council Local Laws and relevant State legislation, and shall be liable for any breach of such Local Laws, Acts or Regulations. The user and notices given to the proper officers must comply with all other statutory rules, provisions and regulations of the Commonwealth of Australia or State of Queensland for the time being in force.

## Workplace Health and Safety Requirements

Safety at public events is the responsibility of the individual or group conducting the event. The Hirer is to comply with all requirements of the *Work Health and Safety Act 2011* and *Building Fire Safety Regulation 2008 (Qld)*. Under the *Building Fire Safety Regulation 2008 (Qld)*, the hirer must ensure that all occupants are informed of the location of emergency exits and evacuation procedures appropriate to the event. This information must be communicated prior to or at the start of the event in a way that is clear and accessible.

The Hirer is is deemed to assume the responsibilities of the Chief Warden for the duration of the event. This includes overseeing emergency preparedness, initiating evacuations if required, and coordinating with emergency services in the event of an incident. These responsibilities align with the general duty of care under the *Work Health and Safety Act 2011* to ensure, so far as is reasonably practicable, the health and safety of all persons involved in the event.

The Hirer should be aware that special obligations exist under the *Workplace Health and Safety Act* and apply to temporary displays at exhibitions/trade shows etc. and accordingly, the Hirer should ensure that they have the appropriate Workers' Compensation cover and public liability insurance to cover workers and patrons respectively.

Every event must have an event organiser who is responsible for completing a Safety Management Plan to be submitted with the Event and Facility Booking Form.

The Hirer is responsible for ensuring that any facility used is appropriate and safe for the activity conducted therein.

Should any person detect any problem relating to public and users' safety, workplace health and safety or minor operational or maintenance issues or procedure the person should as soon as possible notify the Bundaberg Regional Council.

## **Lighting of Fires**

The lighting of fires anywhere on the grounds of any venue, facility or park is prohibited unless approved by the Bundaberg Regional Council.

## **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, fire exits or of any part of the building. Any person causing an offence against such regulations shall be removed from the building. Copies of Codes or Australian Standards may be purchased through the Standards Australia website

## **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 facility throughout the whole duration of the period of use.

No obscene or insulting language, drunken or disorderly behaviour or damage to property shall be permitted on any part of the facility.

The Hirer shall comply with all relevant legislation, which may apply to the use of the grounds for the Hirer's function (eg consumption of alcohol, use of fireworks, supervision of children, sports coaching, humane treatment of animals, etc).

Any behaviour or intention to behave by any person in a manner that is illegal and/or endangers their safety and/or the safety of other person(s) or animal(s) is prohibited. The Hirer should immediately request that such person(s) desist from their actions, refrain from any further participation in the event and/or leave the facility.

Every consideration must be given to the residents who live nearby and other venue users by people using and vacating the area in regard to minimising noise and unruly behaviour.

## **Food**

Any preparation of food shall be in accordance with the *Food Act 2006* and Council must be informed of the intention to prepare and/or provide food on the grounds.



Food and drink is not to be distributed from the Bundaberg CBD Pavilion without the express permission of Council.

## **Animals**

No animals or wildlife are permitted in any auditorium, hall, meeting room or building without prior approval from Council. This excludes assistance and guide dogs for people with impaired vision.

## **Dogs**

Dogs must be kept on a leash at all times except where permission is given by the Bundaberg Regional Council for specific activities (such as competition trials and obedience training) where the dog/s is/are allowed off leash under specified conditions including location, time and control measures.

No dogs are allowed to be present at equestrian events and activities. In the case of non-equestrian events, the Hirer will make all participants in their event aware that any dogs are only allowed at the venue in an area separate to horse event locations. All persons attending horse events/activities are to be made aware that dogs are not permitted in designated horse event areas, including spectator and judging areas, at any time.

Specific areas are designated for dog events/activities and these areas are separate to designated horse event areas.

Dogs in designated camping areas must remain tied up on a short leash at the camp site.

## **Livestock**

Any act or intention to act in an illegal or inhumane or abusive manner towards any animal is prohibited and will be dealt with under Local, State and/or National Laws and/or the relevant Association Rules.

Inhumane treatment of an animal includes working or competing any animal with an injury or health abnormality that could result in that animal's undue discomfort or distress. The Bundaberg Regional Council may immediately request the person(s) to desist from their actions, refrain from any further participation in the event and/or to leave the grounds.

Livestock, vehicles and/or people may be required to remain in designated areas, or may be prohibited from entering designated areas from time to time.

Horses, when not being trained or exhibited, must be kept in allocated stables or yards or tethered securely to floats in designated areas in accordance with the following guidelines:

- Members of the public are not to enter an area where horses are tethered.
- There must be sufficient space within the designated area to park floats and vehicles no less than 9 metres apart.
- All horses must be tethered in accordance with good practice.



- The perimeter gates into the warm up/ stable area are to be closed to prevent loose horses from escaping the venue.
- No horses are to be tethered to floats, trailers or trucks in camping and/or parking areas.
- All other livestock must be kept in stables or yards.
- All manure is to be removed from stables and placed in provided skip bin.

Tie-up areas adjacent to the stockyards and sheds are designated for harness animals.

No livestock, including horses may be tied to vehicles outside of the designated areas or to any perimeter, internal or arena fencing.

No livestock may be left loose and unattended in any arenas at any time.

Hirers using the grounds for campdrafts, rodeos, sporting events, shows, competitions, exhibitions and/or training must comply with the requirements of the Stock Act 1915 regarding the movement of any livestock.

The Hirer is responsible to ensure that the NLIS devices fitted to animals arriving at these grounds are read and the information sent to the NLIS database is that of the receiver of the animals or the organiser of the events.

## Horse Venue Biosecurity Guidelines

The following protocols are required to minimise the risk of an equine disease outbreak and to ensure the ongoing operation of Council's venues. Council reserves the right to refuse a booking for an equestrian event/individual use where the event organiser/ individual is not considered to be in a position to fulfil their responsibilities regarding the relevant protocol. Non-essential vehicles and visitors to horse events should avoid unnecessary contact with horses or equipment that has had contact with horses. They should also observe good biosecurity measures to help stop the potential spread of any disease.

Equestrian event organisers should contact the Department of Agriculture, Fisheries and Forestry for information regarding movement of horses and biosecurity measures to minimise the risk of spreading infectious diseases and pests.

Designated horse accommodation, preparation and working areas are separate from the areas designated for vehicles and camping.

## Camping

Camping is permitted in designated areas only.

## Parking

During the hire, no vehicles are to obstruct access to the venue or any neighbouring facilities and all parking must comply with parking sign requirements.

An event management plan including a Traffic Management Plan approved by the Department of Transport and Main Roads may be required to be submitted for larger events.

## **Children**

All children attending the facility are the responsibility of the Hirer/parent(s)/ guardian(s) and/or appointed carers, and must be supervised for the duration of the booking.

## **18<sup>th</sup> and 21<sup>st</sup> Birthday Parties**

Additional hire conditions apply to 18th and 21st birthday parties.

An additional \$1,000 refundable bond applies due to the event being considered high risk.

A private licensed security company needs to be engaged by the Hirer to ensure there is adequate supervision of all attendees. Parents and/or family members are not to be the only supervision.

There is to be no advertising of the party on Facebook, on the Internet, by word of mouth or by SMS on mobiles. Only those who have been formally invited are to attend. A list is to be held at the door and the names of guests are to be marked off on arrival.

A Queensland Police Party Safe Registration Form is to be completed by the Hirer, taken to the police station for signature and a copy is to be returned to Council's Booking Office no later than 2 weeks before the event.

## **Keys**

If the key is not collected during business hours prior to the event, access may not be possible, or the Hirer will be charged all resulting fees including an after hours call out fee.

The Hirer or their agent shall be responsible for the return of all keys issued and these must be signed back in by the Hirer or agent.

Should a key/s be lost, the Hirer shall be responsible for the replacement of as many locks and keys as are affected by the loss of the key/s.

## **Equipment**

The Hirer shall be responsible for any maintenance and preservation of good order in the properties of any rooms appurtenant thereto and in the approaches thereto throughout the whole duration of the hire.

At the conclusion of the hire, all doors and windows are to be locked, all lights, air conditioning and fans (where applicable) are turned off and, where required, alarms activated.

At all dances and rock concerts, lights shall be on at all times as directed by Council staff.

Any electrical items brought into and used in the facility must have a current electrical safety test tag. Fires or damages caused by untagged equipment being used will result in the Hirer being invoiced for repairs and costs associated with said fires and damages.

Connection to 3-phase power, where available, is to be made by a qualified electrician only. Where a 3-phase power outlet is available, the Hirer may use it at their discretion.

The Hirer is responsible for the payment of any replacement glassware, crockery and other equipment broken, damaged or missing after their occupancy.

Tables and chairs, where used, are to be carried and placed, not dragged along the floor, into position and returned to their original position after use.

Should the Hirer wish to decorate the premises, the Hirer shall make the necessary arrangements with Council and shall, immediately after the function, or at a time agreed upon by Council, remove all such decorations. No nails, pins, blu tac, masking, duct or sticking tape is to be used on any fixed surface at any facility. The use of any item causing damage or marks will result in repair costs being recovered from the bond.

All caterer's equipment, tempites, musical instruments and other equipment used for the function are to be removed from the facility immediately after the function has concluded, or at the time approved by Council.

Selected facilities have a piano on site. Any piano is not to be moved off the stage. Liquids and food of any type must not be placed on the piano. The Hirer will be held responsible for any malicious damage to the piano caused through misuse. Use of the piano is by application only.

Council facilities are not equipped with emergency first aid kits. It is the responsibility of the Hirer to have first aid supplies available at all times.

## **Security**

For private functions, security attendants or mature adults may be required to be in attendance in sufficient numbers to control the number of guests and to ensure that there is no inappropriate behaviour or activities being undertaken by guests that will require excess cleaning, such as litter of discarded or broken bottles, or that will be a nuisance or annoyance to surrounding residents or businesses.

## **Parks and Beaches**

Council parks and beaches are open to general public usage. Although a confirmed booking will take preference for usage of that area, exclusivity to a site or area is never guaranteed.

Parks and beaches are maintained on a routine maintenance program and are not specifically groomed prior to your function. However, Council will endeavour to ensure the area is in a well presented condition where possible. Council does not accept any responsibility for the condition of the area including mowing, maintenance or inclement weather conditions resulting in leaf/branch debris, or activities out of Council's control in the area prior to your booking.

For environmental reasons, do not use confetti, glitter, streamers or other manufactured products. Council considers organic based products such as rice, rose petals and/or bubbles as a reasonable alternative.

Council does not permit vehicle access in parks and most beaches. At no time is pedestrian traffic on any boardwalk or pathway to be obstructed.

Bookings cannot be made for playgrounds, BBQs, picnic shelters or skate parks.

The area must be left in a clean and tidy condition with no damage to Council property. Hirers are held responsible for any cleaning, repair or maintenance required as a result of their booking. All Hirers of the facility shall, in so far as is possible, reinstate any of the grassed surfaces which have been substantially disturbed by the conduct of their function.

To prevent erosion and vegetation damage, activities are not to be conducted in dunal areas.

Ropes, straps or apparatus shall not be fixed, tied or hung from any Council structures or vegetation within the park.

Functions taking place on the beach must take place outside the bathing area flagged by surf lifesaving at the time of the event.

Tents, marquees and other structures which require pegs to be driven into the ground are not permitted at any time. Any structures used during the period of hire must be suitable for the purpose and do not interfere with other users of the area or site. Jumping castles, amusement rides and other similar equipment is not permitted for private functions in parks and beaches. Special permission may be sought for organised Community Events.

Parks, beaches and other public spaces must be vacated by 10:00 pm. Special permission may be sought for organised Community Events.

## **Site Specific Conditions**

Conditions of hire specific to an individual site may be imposed at the discretion of the Facilities Coordinator. Conditions of hire will be clearly outlined in the Application to Hire Council Facility and/or any letter of confirmation issued by Council.

## **Banners**

The Salter Oval banner site may be booked for a maximum period of 2 weeks.

CBD banner sites may be booked for a minimum period of 2 weeks and a maximum period of 4 weeks. Bookings may not exceed 4 banner poles out of any 1 section of the 8 sections of the Central Business District (CBD).

The Hirer is responsible for the delivery of the banners at least 2 weeks prior to erection, to the location set out in the confirmation letter. The Hirer is responsible for the collection of the banner from Council at the conclusion of the display period.

Banners will not be erected during wind conditions beyond 32.5 metres/second (cyclonic event).

Banners are purchased at the cost to each individual business and other organisations approved by Council.

Banners must only be used to advertise a local event (local to apply to the Bundaberg Regional Council area).

Banners are to be constructed as per the specifications set out in the Application form. Banners are to be bright and present a positive image of the Bundaberg Region.

Council accepts no responsibility whatsoever for the damage or injury to any person or persons, or for the safety, damage or loss of any goods, materials, property etc, which may take place whilst the banners are on display. This is the responsibility of the Hirer.

Banners are not suitable for advertising general retail or commercial stores, political or religious advertising. No prices, sales promotions or promotion of liquor is permitted on banners.

## **Disputes**

In the event of any dispute or difference arising as to the interpretation of this Policy or any Hire Agreement, or as to any matter or thing therein contained or as to the meaning of any of the terms and conditions, the decision of the General Manager Community & Environment (or their Delegate) acting reasonably thereof shall be final and conclusive.

Any function/event of any kind shall be subject to the terms and conditions of the Agreement which it shall be taken as read and understood by the Hirer upon signing of the document.

## **REFERENCES/ASSOCIATED DOCUMENTS**

FM-7-650 Application to Hire Council Facility - Electronic version

FM-7-700 Application to Hire Council Facility - Print version

*Environmental Protection Act 1994*

*Food Act 2006*

*Work Health and Safety Act 2011*

*Building Fire Safety Regulation 2008 - Queensland Legislation - Queensland Government*

## **DOCUMENT CONTROLS**

This policy will be reviewed biennially or in response to changes in law or best practice.

## **POLICY OWNER**

Branch Manager Community and Facility Services