

## Esk and Kilcoy Showgrounds Terms and Conditions

### Hire agreement

All groups or individuals hiring the Esk or Kilcoy Showground will be required to complete a Facilities Hire Application and Agreement form to be signed by the responsible person. This applies to casual and regular hirers. The hire agreement will be lodged with Somerset Regional Council, who will keep a record of all bookings.

The hirers may only enter the facility during the times agreed with Somerset Regional Council.

### Fees

Somerset Regional Council requires that the hirers pay the applicant's fees (in full) two days prior to the date of the function. The booking will not be confirmed until a non-refundable deposit has been paid.

**Please note Council business hours are 8.30am – 5pm Monday to Friday, keys are to be collected within these hours. For afterhours access a \$417 call out fee will apply.**

### Bond

All hirers of the Esk or Kilcoy Showground are required to pay a bond. This acts as security against damage to property or for breach of any part of the hire agreement. The bond must be paid in full prior to hire. The bond will be returned (via posted cheque) when the keys are returned except in cases of damage or extra cleaning required on assessment by Council.

### Cancellation Policy

Council has adopted a policy that requires prepayment for contracted goods and services including grounds, hall, and room hire services. It is confirmed that \$45 of the total hire fee for this facility represents a non-refundable booking deposit.

### Use of the showground

The use of the showground is subject to the following conditions:

- No fires allowed.
- Cattle crush (wooden or metal), permission must be sought before use.
- No ripping of yards without written permission.
- The hirer is to ensure that nothing is permitted which is disorderly or unlawful in connection with the use of the showground or surrounds. The hirer is responsible for the behaviour of those in attendance during the hire period.
- Keys must be picked up from the designated Somerset Regional Council office and returned as arranged.
- The hirer is responsible for familiarising themselves with the emergency and evacuation procedures.
- All items of property owned by the hirer must be removed from the grounds on or before the agreed occupancy time. Any goods left on the premises after occupancy may be removed and disposed of at the discretion of Somerset Regional Council without compensation to the owner or the person responsible.

### Specific Conditions

Your attention to the following specific conditions will ensure the return of your full bond. Refund of bond is dependent on the hirer adhering to specific conditions and the condition of the showground post event.

- Within kitchen, canteen and bar areas - cupboards, benches and shelves to be wiped over and left clean and tidy.
- Floors swept.
- Fridges emptied and cleaned.
- Toilet, bathroom and shower areas left clean and tidy with no damage.
- Floors in bathrooms swept, mopped and left clean and tidy.
- A one-off supply of toilet paper and hand towels will be provided. Depending on the number of attendees, you may need to supply extra.

### Waste Management

- User groups to arrange negotiated solution regarding horse manure prior to event.
- Other waste to be placed in the wheelie bins provided.

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### No Smoking

Smoking is permitted at the grounds, with a five metre buffer to building entrances. Smokers are obligated to dispose all cigarette butts appropriately.

### Noise Management

The event must not give risk to offensive noise under the Environmental Protection Act 1994. Please be considerate of neighbours living close by. Music is to cease by 11pm and there is a midnight curfew. The grounds must be vacated by midnight unless the booking is a days/night continuous booking. Any generator and/or other equipment that is to be used must conform to the Department of Environment and Heritage Protection guidelines and not create a nuisance to the neighbours.

### Alcohol

A Liquor Licence (for licenced functions) is to be sighted when picking up the keys to the areas hired. Pursuant to the Environmental Protection (Nuisance) Regulation (1999), hirers are requested to fully comply with requirements and **confine audible events within the immediate area**. Particular attention is drawn to this request after midnight, or this matter could be referred the police.

### Damages and Repairs

The hirer will be responsible for any expense in connection with repairs, security and improper use of safety equipment and/or extra cleaning which may become necessary as a consequence of booking. Somerset Regional Council reserves the right to determine the cost of any damages and/or extra cleaning above and outside that which is normally expected following normal usage of the grounds. Somerset Regional Council reserves the right to retain all or part of the bond to meet such costs if necessary, or to bill the hirer for additional costs.

### Regular Hirers and Casual Hirers

Regular hirers booking times will be reviewed every 12 months. Somerset Regional Council will give regular hirers two months notice of any changes to their booking times with the exceptions of maintenance and emergency repairs. Regular hirers (more than two bookings per annum) are required to supply Somerset Regional Council with a Certificate of Currency showing their Public Liability Insurance is current.

### Insurance

Casual hirers of the grounds are covered by Somerset Regional Council's insurance including consumption of alcohol. Regular users of the grounds (i.e. more than twice a year) are required to have a current Public Liability insurance to the value of \$20,000,000 coverage indemnifying Somerset Regional Council and always supplying Somerset Regional Council with any amended, updated documentation. A copy of their Certificate of Currency will be held on file. The hirer must have personal insurance for any items brought into the grounds. Somerset Regional Council shall not be responsible for any loss or damage to any property belonging to either the hirer or any person in the facility at the invitation of the hirer.

### Keys/Bond

- Keys to the section of the showground booked are available from the Esk Administration Centre (Esk Showground), Kilcoy Customer Service Centre (Kilcoy Showground), between 8.30am and 4.45pm, Monday to Friday. It is the hirer's responsibility to ensure that the keys are collected from the designated Somerset Regional Council office before the event.
- Keys are to be returned to the designated Council office as soon as practicable on completion of the function unless prior arrangements have been made.
- Bond will not be released until all keys are returned.
- A fee will be deducted from the hiring bond if the hirer overlooks obtaining all keys prior to the function and during office hours.
- Bond is to be paid prior to the hire and will be returned (via posted cheque) on the return of the keys and post inspection by Somerset Regional Council.

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### Breach of Agreement

Somerset Regional Council reserves the right at its sole discretion not to approve any application or to cancel the agreement at any time for any breach of policy or procedure. Failure to comply with the requirements set out in the policy will be regarded as a breach of agreement giving Somerset Regional Council the right to sue for the recovery of any amount due and/or to cancel all or any such future bookings. Non-compliance of the music curfew will result in complete forfeiture of the bond.

I/We have read, understand and accept the terms of conditions to hire the Esk or Kilcoy Showground.

Name: .....

Signature: .....

Date: .....

Name: .....

Signature: .....

Date: .....