

Fernvale Showground Hire Agreement

Hire Details

Event name:

Event date¹:

Event time²:

Exit time²:

Or ☐ Multiple repeat hire dates (please see attached list)

Attendance: (How many people)

Area

<input type="checkbox"/> Area 1	<input type="checkbox"/> Area 2	<input type="checkbox"/> Area 3	<input type="checkbox"/> Area 4	<input type="checkbox"/> Area 5
Full use of grounds including the Fernvale Community Hall.	Full use of grounds excluding the Fernvale Community Hall.	Sand arena Yards x2 Amenities block	Camping and Carparking Grass area Amenities block	Pony Club Dressage arena Show jumping arena Steel yards Amenities block
		<input type="checkbox"/> Sand arena only		<input type="checkbox"/> Pony Club training day

Liquor ⁴

☐ Liquor served

☐ Licence copy attached

☐ Council approval attached

Payments

	Agreed amount	Receipt number	Date paid	Amount paid
Hire fee⁵:	\$			\$
Key bond:	\$			\$
Hire deposit:	\$			\$
Deposit:	\$			\$
Other:	\$			\$

Insurance

Hirer is ☐ Incorporated body or ☐ Individual

Hirer has ☐ Public liability insurance to cover this event.

Hirer Details

Name:		Phone:	
Position:		Address:	
Organisation:			
ABN:		Email:	

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Office Use

Bond return:	\$		Date:	\$
Bond return:	\$		Date:	\$

- 1 For multiple repeat hire please complete the list of all dates to be booked
- 2 Times of entry and exit include setting up, clearing away and cleaning
- 3 Hirer is responsible for room set up and clearing. Layout may determine maximum number of attendees permitted.
- 4 Hirer is responsible to obtain appropriate liquor licenses. Council approval must be obtained if liquor is to be served.
- 5 Refer to schedule of fees and charges www.somerset.qld.gov.au/forms_publications or request a summary from the facility manager.
- 6 You will need to provide your own laptop to connect to the TV Screens, Projector, Lectern via HDMI Cable

Fernvale Showground – Repeat Booking Schedule

Hire Details

Event name:			
Day of the week:	Entry time:	Exit time:	
Repeats:	<input type="checkbox"/> Weekly	<input type="checkbox"/> Fortnightly	<input type="checkbox"/> Monthly
Pattern:		Fee per use:	\$
Contact Name:		Phone:	
Email:			

Actual Hire Dates For Multiple Bookings

Hire date:		Hire date:		Hire date:	
Hire date:		Hire date:		Hire date:	
Hire date:		Hire date:		Hire date:	
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Hire date:		Hire date:		Hire date:	
Hire date:		Hire date:		Hire date:	

Hire Terms and Conditions

Applications for hire of facilities at Fernvale Showground are to be made to:

Fernvale Visitor Information Centre

1483 Brisbane Valley Highway, Fernvale Qld 4306 (Ph 07 5427 0200)

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Facilities are available from 6am to 11pm seven days inclusive of set up and clean up times.

Events/Activities

The proposed activity must not cause a nuisance as defined by the *Environmental Protection Act 1994*. The hirer must ensure that a food license issued under the *Food Act 2006* is obtained (to the extent that it is required) by any entities selling food at the event.

Schedule of Payments

Tentative* bookings will be held for a period of ten business days without payment.

\$45 of the total hire fee per day/session (or the amount of the hire fee where less than \$45) represents a non-refundable booking deposit.

Bookings are confirmed upon the receipt of a non-refundable deposit of \$45 per day/session.

Any remaining fees or bonds are required prior to the commencement of hire.

* If a third party wishes to book the same date the tentative booking will be given first option to confirm by deposit.

Cancellation Policy

Advice of cancellation in advance of the hire date is appreciated.

A deposit of \$45 per booking may be retained by Council in the event of cancellation less than two business days prior to the booking.

Technical Equipment

The operation of any plant or equipment included with the facility hire is the hirer's responsibility. The hirer will be liable for any damage or loss caused to the equipment within the period of hire and will be required to reimburse Council for any damage or loss.

Alcohol and Fireworks

If the hirer intends to provide alcohol or use fireworks at a function it is the hirer's responsibility to obtain licenses from the appropriate statutory bodies. Prior approval is also required from the Council Chief Executive Officer as a condition of hire where liquor is provided or fireworks used. Copies of the licenses and the CEO approval letter must accompany the application to hire.

Smoking and Incendiary Devices

Smoking is strictly prohibited on any Council property. The hirer must ensure that no person smokes, carries a lighted cigar, cigarette, pipe, match or naked light in any part under the roofed area of the facility. This includes sparklers, candles, incense and any other lit incendiary.

Maintenance and Preparation of the Surface of the Grounds within the Arenas

Council is not responsible for the maintenance or preparation of the surface of the ground within the arenas. It is the responsibility of the hirer to prepare the surface of the ground within the arenas and ensure that the surface is appropriate for the hirer's intended activity. The hirer maintains the right to prepare the surface of the ground within the arenas. At the completion of hire, it is the hirer's responsibility to return the surface of the ground back to their original condition.

Cleaning Requirements

End of hire cleaning expectations are as follows: Failure to comply may incur an additional charge.

- Bar area and amenities block to be cleaned thoroughly and left in a presentable condition for the next hirer.
- All litter and rubbish to be collected and placed in receptacles provided or removed from site.
- Livestock manure to be collected and removed from site.
- The ground surface within the arenas must be returned to its original condition at completion of hire.

Insurance

Casual hirers of the facility are covered for public liability insurance by Somerset Regional Council's insurance coverage. Regular users of the facility (i.e. more than twice a year) are required to have a current Public Liability

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insurance to the value of \$20,000,000 coverage indemnifying Council. A copy of the certificate of currency for public liability insurance is to be provided to Council. 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.

Accident, Damage or Loss

The hirer shall be held responsible for and be required to make good any loss or damage to the property, plant or equipment occurring during the period of hire. Damage will be deemed to include articles chipped or cracked. The hirer shall be responsible to reimburse Council for any damages, breakages or loss. Council will not be held responsible in any way for the damage to or loss of any property whatsoever placed in the facility by the hirer, nor for any loss occasioned by the hirer through accident or failure of the electricity or other plant or by any avoidable cause.

Temporary Fixtures and Decorations

The floors, walls or any parts of the facility must not be broken or pierced by nails, screws or other contrivances, nor may any writing, printing, painting or other decoration be made on the walls.

Hirer's Duty of Care

Hirers are reminded of their common law duty of care to persons who utilise the facility during the period of their hire and the consequent need for them to conduct their activities in such a way as to minimise the likelihood of accident, loss, damage or injury being sustained by any person as a result of such activities. Hirers are recommended to obtain a policy of insurance for an amount which will provide adequate coverage against all insurable public and other risks in relation to their proposed activities.

Operation of Equipment

No person shall operate any equipment of any nature in the facility, unless such person has approval by Council and is competent in the operation of such equipment, including all relevant safety aspects. No minor shall operate any equipment in the facility at any time.

Refusal to Hire

Council maintains the right to refuse entry to the facility or cancel a hire agreement for reasons of; inappropriate proposed use, risk to public safety, unacceptable conduct, or other good cause.

Disputes

In the event of any dispute or difference arising from interpretation of these hire conditions or as to the meaning of any of the above terms and conditions, the decision of Council is final and conclusive.

Acknowledgement

I/we do hereby apply to hire the facility, as indicated above and on any appendix, and agree to be bound by and observe and fulfil the terms and conditions relative to such hire as determined by the Somerset Regional Council. Council is collecting your personal information for the purpose of your hiring of its facility. This information may be used by Council for its purposes. Your information may not be disclosed to another person or entity unless required by law.

I/we acknowledge that we have read, understood, and agree to the terms and conditions of hire.

Name:

Date:

Signature: