

Esk Showground Hire Application and Agreement

Fees up to and including 30 June 2027				
Booking information – NB times to include setting up				
Start date:	Finish date:	Entry time:	Exit time:	
Pre-cleaning required by (date):				
Applicant Details				
Applicant name	Given name:	Surname:		
Organisation name				
Contact person	Given name:	Surname:		
Postal address				
Contact number	Phone:	Mobile:		
Email address				
Bond Refund (to be returned via electronic transfer)				
Bank Details:	Financial Institution:			
	Account Name:			
	BSB:	Account Number:		
To verify these bank details, please supply a copy of your bank statement letterhead. This should show ACCOUNT NAME, BSB AND ACCOUNT NUMBER ONLY . Do not include transaction details or balances.				
Booking Details				
Purpose of hire				
Will attendees be required to pay an entry fee (please tick)	☐ Yes	☐ No		
Estimated number of attendees				
Refundable Bond (GL code 2094-5000-0000)				
Unlicensed function	☐	\$479		\$
Licensed function	☐	\$804		\$
Area 1 (Hire GL code 4522-1000-0001) (Excludes nonpublic access areas)		Cost per day	Number of days	Total hire
Undercover Area – Toilets – Lighting	☐	\$80		\$
Dining Room – Kitchen – Toilets	☐	\$121		\$
Bar - BBQ Area - Toilets	☐	\$286		\$
Full Use of Area 1 – including jockey room	☐	\$466		\$
Area 2 (Hire includes use of toilets and showers near Showring)				
Stables	☐	\$80		\$
Showring – Prime Cattle Yards	☐	\$291		\$
Showring – Prime Cattle Yards – Stables	☐	\$369		\$
Area 3 (Excludes nonpublic access areas)				
Full Use of Grounds (excludes areas not available for public hire)	☐	\$696		\$

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Additional bins required (maximum 20)		Cost per bin	No. of bins	Total
Wheelie Bin Hire	☐	\$5		\$
Service fee-includes delivery and collection for up to 20 bins.		\$130		\$

TOTAL FEE (Please note the non-refundable deposit of \$50 is deducted from the hire fee)				
Non-refundable Deposit	Receipt number:	Date paid:	A	\$50
Balance remaining	Receipt number:	Hire fee (less \$50 deposit)	B	\$
	Date paid:	Bond	C	\$
Total (A + B + C)				\$

Catering Information		
Will there be food prepared or served at the event?	☐ No – skip to next section	☐ Yes
If yes who will be catering for the event?		
Will the food be sold (this includes charging an admission price to cover costs)?	☐ No – skip to next section	☐ Yes
Does the caterer have an exemption from requiring a Food Licence for this event?		
☐ No	☐ Yes - please provide reason	
Please attach a copy of the current Food Licence Certificate or proof of exemption. To determine if your event requires a Food Licence under the Food Act 2006, or to obtain an application form, please contact Council (07) 5424 4000 or visit www.somerset.qld.gov.au		
Public Liability Insurance		
Please attach a copy of your organisation's Broadform Public Liability Insurance Certificate of Currency. The sum insured is to be a minimum of \$20 million and must note the interests of Somerset Regional Council.		
Note: Applications submitted without their Broadform Public Liability Insurance Certificate of Currency will not be processed until it has been received.		
Note: Casual hirers of the facility (i.e. one-off booking) are covered by Somerset Regional Council's insurance.		
Liquor (please tick)		
Will there be alcohol consumed at the event?	☐ No – skip to next section	☐ Yes
Will alcohol be sold at the event (this includes charging an admission price to cover costs)?	☐ No – skip to next section	☐ Yes
If yes, who will be serving alcohol at the event?		
Is there an exemption from requiring a liquor licence or permit?		
☐ No	☐ Yes - reason	
Hirer is responsible to obtain appropriate liquor licences. Council approval must be obtained if liquor is to be served.		
☐ Liquor served	☐ Licence copy attached	☐ Council approval attached
Please attach a copy of the Liquor Licence or permit or proof of exemption. For more information or to apply for a Liquor Licence or permit, please visit https://www.justice.qld.gov.au/about-us/services/liquor-gaming/contact-us or phone 13 74 68. If applying for a Liquor Permit, please lodge your form to obtain Council endorsement before the event.		

Please note: Hours of use are 7am to midnight. Any request for usage outside these hours will require approval from Council. If the facility is being set up (e.g. tables, chairs, props etc) for consecutive days, the hire must be for full day/s to ensure no other bookings are accepted during this time.

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Terms and Conditions of Hire

1. Hire agreement

All groups or individuals hiring the Esk 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.

2. 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.

3. Bond

All hirers of the Esk 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 EFT) when the keys are returned, except in cases of damage or extra cleaning required on post inspection by Somerset Regional Council.

4. Keys

Keys to the section of the showground booked are available from the Esk Administration Office, 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 Esk Administration Office as soon as practicable on completion of the function unless prior arrangements have been made. Keys can be returned out of hours through the library chute (next to the main glass door) at the Esk Library after your booking.

Please note Council business hours are 8.30am – 5pm Monday to Friday, keys are to be collected within these hours. For afterhours access a \$548 call out fee will apply.

5. 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 \$50 of the total hire fee for this facility represents a non-refundable booking deposit.

6. Use of the showground

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

- No fires allowed.
- Ground spikes, pegs and stakes are strictly prohibited within 2 metres of the internal running rail of the racetrack.
- Cattle yards for horses, please ensure gates are secured. Horses are not to be left unattended at any time.
- Cattle crush (wooden or metal), permission must be sought before use.
- Vehicles are not to be left unattended overnight.
- 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.
- 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.

7. 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.

7.1. 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.

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7.2. 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.

7.3. Noise Management

The Hirer is responsible for ensuring any event or activity being held at the facility does not unduly impact on adjoining Hirers and residents, for example excessive noise and/or privacy.

The Hirer must ensure that all relevant laws, including those relating to noise under the Environmental Protection Act 1994 are complied with during the hire of the facility. The level of noise emissions from any band, musical instrument, DJ or activity within the facility shall not exceed normal background noise levels when measured at the nearest boundary of any residential property. Between 10pm and 7am the noise emissions shall not exceed the background noise at any point outside the facility boundary. All music and noise making activities are 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.

7.4. Waste Management

All rubbish to be collected and disposed of appropriately:

- Manure and hay is to be raked into piles
- Excess hay is to be removed offsite and disposed of by the Hirer.
- Other general waste to be placed in the wheelie bins provided. Where heavy or large items are unable to be placed in a wheelie bin, items are to be removed offsite and disposed of by the Hirer.

7.5. Cleaning

Hirers are required to leave the Esk Showgrounds in a clean state at the conclusion of their booking. The hirer is responsible for proper cleaning of kitchen areas, and for loss or damage to equipment and facilities, which are used by themselves or caterers, musicians, decorators, etc. contracted by the Hirer. All cleaning must be completed within booked times and prior to vacating the Showground. The Hirer is responsible to ensure:

- Floors are swept and any spills mopped.
- Within kitchen, canteen and bar areas – sinks, cupboards, benches and shelves to be wiped over and left clean and tidy.
- All glassware, crockery and utensils used during the booking are washed, dried and stacked in the appropriate places.
- All food and beverage items are removed.
- Fridges emptied and cleaned. (Doors must be left open on any fridge that is turned off).
- Toilet, bathroom and shower areas left clean and tidy with no damage.
- Floors in bathrooms swept, mopped and left clean and tidy.
- Tables and chairs used for the booking are wiped cleaned and returned to the allocated area.
- All garbage is bagged and placed in appropriate wheelie bins available at the facility.

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. No cleaning products or cleaning equipment is supplied.

7.6. End of event closure procedure

The Hirer will be responsible for:

- Returning all equipment neatly to allocated areas.
- Ensure all areas hired are left in a clean and tidy state, with specific cleaning performed as listed above.
- Turning off taps, lights (including those in toilets and kitchens), urns, fans and air conditioners where applicable.
- Ensure that all doors, windows and gates are closed properly and locked where applicable.
- Ensure all wheelie bins are returned to the designated collection locations and lined up in a single line.
- Keys must be returned as specified in condition 4.

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7.7. Parking

During the hire, it is the Hirers responsibility to ensure no vehicles obstruct access to the showground roads or any neighbouring facilities, and all parking must comply with parking sign requirements.

7.8. Council property and equipment

The Hirer is not permitted to remove or relocate any property, equipment or items in the facility, without written consent from Council. Council endeavours to ensure that all equipment at the facility is maintained and in good working order, however Council provides no warranty that such equipment will be working or fit for your intended purpose. Where Council becomes aware of equipment failures prior to a booking, Council will endeavour to provide reasonable notice to the Hirer of such failure.

7.9. Alcohol

If it is the intention of the Hirer to sell liquor to function attendees, an appropriate Liquor permit must be obtained from the Queensland Government Office of Liquor, Gaming and Racing (OLGR). Non-Profit community organisations may not need a Community Liquor Permit for a one-off fundraising event or function and should check the self-assessment criteria on the OLGR website. Liquor Licence (for licenced functions) is to be sighted prior to picking up the keys to the areas hired.

8. 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.

9. 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.

10. 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.

Declaration

I hereby make application to hire Council's facilities as per this application. I declare that all information provided in this form is true and correct to the best of my knowledge. I have read, understand and agree to the General Conditions of Hire.

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

Name:

Signature:

Date:

Privacy Statement

These details will only be used for the purpose for which they have been collected and will not be used for any other purpose. We will not disclose the information you provide outside of Council, except to our cyber security contractor; or if we are required by law or you have given your consent. To the fullest extent allowed by Council, its officers and employees will not be liable for any claims in respect of any loss arising out of, or in connection with, the use of any of the supplied information.

Should a problem arise outside of Council office hours please phone (07) 5424 4000.