



**Application for a Licence to Conduct Activities &/or Hire of
Yorkeys Knob Community Hall
Wattle Street, Yorkeys Knob**

Valid 1 July 2017 to June 2019

Applications are to be lodged **no later than 10 business days** prior to the event to allow for processing. Applications received after this time will be subject to consideration.

PLEASE NOTE:

Specific requirements may be enforced by the Committee or Council dependent on the size and type of activity relating to the provision of Additional Public Amenities, Security Personnel and Alcohol.

Return Application to:

Yorkeys Knob Activities Group Inc. PO Box 9, Yorkeys Knob, Qld, 4870
Or email: ykcc@dodo.com.au Phone: 0448 635 376
(Note: if posting please allow 5 business days)

Fee must be deposited to BSB633108 a/c 114501182
If payment is not received 24 hours before use the booking will be cancelled.
Please advise your bank details for refund of deposit BSB.....a/c..... name.....

DAY, DATE & TIME OF EVENT:

START TIME:	FINISH TIME:

EVENT DETAILS

Name / Type of Event:

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APPLICANT DETAILS

Name of Person Lodging Application:

Company Name (if applicable):

Postal Address:

Phone:

Fax:

Mobile:

Email:

2. ESTIMATED NUMBER OF PERSONS INVOLVED IN ACTIVITY:

Guests _____ Paid employees _____ Volunteers _____

3. OTHER APPROVALS REQUIRED FOR USES / ACTIVITIES

a) Is another approval, lease, licence or permit required for the uses / activities? (Please circle)

b) Will there be food? YES / NO

Yes, for sale Yes, provided to guests or BYO (not sold)

If catered please provide operator's Public Liability Certificate of Currency

c) Will there be alcohol? YES / NO (Have you received permission from the Committee/Council?)

Yes, for sale Yes, provided to guests or BYO (not sold)

d) Will there be music (DJ, band)? YES / NO

Please provide operator's Public Liability Certificate of Currency

e) Do you require Insurance Liability? YES/NO

Please read conditions regarding Insurance Liability on attachment

If you have circled YES for any of the above to this application you must attach relevant details to this application.

If you will be selling/providing food please contact Environment Health Unit on 4044 3404

If you will be selling/providing alcohol please contact the Office of Liquor and Gaming Regulation 13 74 68

4. HIRE FEES AND CHARGES 2018/19

Private functions Bond Please note: The bond is refundable upon satisfactory inspection. If carpet is stained or damaged etc. a cleaning fee will be deducted from bond.	\$350.00 \$200.00
Birthday parties for children (local residents and Saturday/Sunday afternoons only) Bond Please note: The bond is refundable upon satisfactory inspection . If carpet is stained or damaged etc. a cleaning fee will be deducted from bond.	\$50.00 \$100.00
Not for profit community groups (maximum 3 hours use)	\$20.00
Government/Corporate/Private Businesses	\$25.00 per hour
Fees for other usage subject to special agreement with committee. Keys will be issued and subjected to a special payment of \$50 if not returned.	
PLEASE NOTE: IF SMOKE ALARMS ARE ACTIVATED DURING OCCUPANCY OF FACILITIES, HIRER WILL BE REQUIRED TO PAY FIRE CALL OUT FEE OF UP TO \$1000	

5. INSURANCE DECLARATION



Casual Hirer of Council Facilities Liability Insurance Acknowledgement & Declaration Form

(Please read, complete, sign and return to Committee Member)

I, _____
Hirer's Name

of _____
Address

Acknowledge that Council has in place a Liability Insurance Cover with a \$2,000 Policy Deductible (Excess) and Limit of Indemnity of \$20,000,000 for Casual Hirers of Council facilities at no cost to the Casual Hirer.

I further acknowledge that I have read the following clause which provides an understanding of what constitutes a Casual Hirer for the purpose of this Insurance cover.

Casual Hirer Coverage:

The Liability Insurance Policy cover is restricted to Hirers who can be described as non-commercial, not incorporated, not for profit and irregular users of Council facilities.

Casual Hirers are further defined as third parties who hire Council facilities for no more than a total of ten (10) days over a twelve (12) month period.

No cover is provided for incorporated bodies, sporting clubs or associations of any kind.

I advise that upon reading this, and having received independent advice (legal or otherwise) to satisfy my needs, I believe this definition extends to include myself in the circumstances I will be using the Council facility and I will avail myself of the cover.

I understand and acknowledge that Council is not representing the insurer and/or myself in respect of this insurance, and is not in a position to grant or confirm cover in my particular instance other than to confirm that the Liability Insurance policy is current.

I understand that in the event of an incident occurring that could possibly result in a claim under this policy that I must advise Council as soon as possible thereafter so that guidance can be provided on the appropriate action to take to ensure the Insurer is advised in accordance with the Policy Conditions. I also understand that it will be my responsibility to pay the \$2,000 Policy Deductible (Excess).

I also understand and acknowledge that if for some reason I may not be indemnified under this insurance that I would be personally liable for any claims arising out of my use of this facility.

Facility & Hire Details:

Council Facility Hired: Yorkeys Knob Community Hall

Date of Hire: _____ / _____ / 20_____

Signed by Hirer of Facility: _____

Dated: _____ / _____ / 20_____

HIRER/USER MUST COMPLETE AND SIGN

CHECK LIST

- Fully completed Application for Licence Document
- Copy of Public Liability Certificate of Currency
- Copy of Liquor Licence, if applicable
- Payment of prescribed fees
- Copy of Food Licence/Permit, if applicable
- Signed approval from Police
- Retain a copy of the terms and conditions

I have read and accept all of the terms and conditions of this agreement

Applicants Signature

Date

Print Name

Title / Company

For those applications requiring Police & Security notification complete the following.

Approval has been sought from the relevant Police station and a safe party pack received.

Police details

Officers Signature

Date

Print Name

Security Company Name _____

Contact Phone Number _____

IF APPLICABLE TO YOUR REQUEST THIS APPLICATION MUST BE ACCOMPANIED BY:

- Application fee
- Location and site plans for the use / activity; and
- Copies of any other approvals etc. for the use / activity.
- Risk Management Plan (if requested by the Committee or CRC)

General Information

A copy of all Local Laws can be found on Council's website at http://www.cairns.qld.gov.au/council/local_laws

If the use / activity is being conducted on trust land, it may be necessary for the use / activity to be approved under the *Land Act 1994*.

If a trustee lease is required under the *Land Act 1994* for the proposed use / activity, a licence is not required.

OFFICE USE ONLY

Date Application Received:

Application Fee Amount Paid: \$..... Date: Receipt #:

Hire of Venue / Services Fee: \$..... Date: Receipt #:

Bond Amount Paid: \$..... Date: Receipt #:



CONDITIONS OF HIRE

(As the hirer/user, please read and keep)

1. APPLICATION

The right to use the hall is subject to the Council receiving an application in the required form signed by the proposed hirer undertaking to comply with these conditions. If the proposed hirer is a club the application must include the personal undertaking by the president and secretary of the club.

The conditions or approval may be altered, amended or revoked by the Council at any time and for any reason.

2. SECURITY BOND

Unless otherwise endorsed by an appropriate Council officer in the Schedule to the Application for Hall Hire, a security bond shall be paid by the hirer at the time of booking as a guarantee of fulfilment of these conditions, and as security against damage to the building or any fittings and furniture contained therein, and for any cleaning arranged by the Council resulting from the hirer's use of the premises. The hirer shall be liable on demand by the Council to pay any further amount in excess of such bond to meet the full cost of such damage or cleaning.

The bond will be forfeited if there is a breach of the Permit conditions. If there is no breach of the conditions of usage or damage to the building or any fittings and furniture therein or abnormal cleaning the deposit will be returned within 2 weeks of the use of the premises.

3. HIRE FEES

Hire Fees shall be in accordance with the Schedule prepared by the Council from time to time and shall be payable as soon as practicable after the booking is made and at the very latest one (1) week prior to the date of the function. **It is important to note that the booking will not be treated as confirmed until all relevant fees are paid.**

4. USE OF FACILITY AFTER ENGAGED TIME

If the area is not vacated by the nominated time, the hirer shall forfeit the entire bond. Every consideration must be given by people using and vacating the area to the residents who live nearby in regard to minimising noise and unruly behaviour.

5. CANCELLATION OF BOOKING (if applicable)

Venue Hire fees will be returned on cancellation with the following deductions:

- Events involving less than 500 people cancelled less than two weeks prior to booking date: 20% of the venue hire fees are to be paid as a cancellation fee
- Events involving less than 500 people cancelled less than 48 hours prior to booking date: 50% of the venue hire fees are to be paid as a cancellation fee

6. CHANGE OF HIRE HOURS/DAY

A minimum of 48 hours notice is required for a change to your booking. Less than 48 hours notice will incur an administration fee.

7. FOOD & LIQUOR LICENCING

The sale / provision of liquor on the premises is forbidden unless the hirer obtains a permit from the appropriate authority. In the event a permit is not required a risk assessment must be completed and additional conditions may be imposed by Council.

BYO alcohol events may be approved dependant on the type and size of the event. Specific conditions may be applied to that event.

Any permits or approvals required by any Government Department in particular the Department of Employment, Economic Development and Innovation, (Office of Liquor and Gaming Regulation) and the Queensland Police Service are to be obtained. Compliance with the conditions of any approval that any Government Department may impose is essential. A copy of the Liquor licence relevant for the event is to be provided to Council before the event occurs.

The provisions of the Food Act 2006 with particular reference to the Council's Environmental Assessment Branch requirements relating to the preparation and storage of food for sale are to be conformed with.

The name and address of the caterers are to be supplied to Council's Environmental Assessment Branch prior to the event being conducted. Caterers are to provide Council's Environmental Health Officers with a completed "Temporary Food Stall" application prior to the event.

8. NOISE

Council may require the hirer to submit for approval the subject and programme for any entertainment or lecture prior to the use of the premises.

Noise is to be kept at a level, which will not adversely impact on the amenity of nearby residents. Packing up of equipment at Community Hall is to be completed by 11.00pm. Site clean up is not to commence before 9.00am on a weekend or 7.00am on a weekday.

9. INSURANCE

The hirer shall take out and keep current during the period of hire a liability insurance policy in a form approved by the Council, in the joint names of the Council and the hirer, insuring for a sum of not less than ten (10) million dollars the Council and the hirer against all actions, costs, claims, charges, expenses and damages whatsoever which may be brought or made or claimed against the Council or the hirer or both arising out of or in relation to the hiring arrangement.

The policy must also confirm that the insurance cover includes the indemnity required to be given by the hirer as part of this agreement. Proof of this policy must be by way of a Certificate of Currency and a copy of the insurance policy and a receipt for the premium paid shall be supplied to the Council or its authorised officer prior to the event being conducted at least one week prior.

10. INDEMNITY

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.

11. ACTS AND REGULATIONS

The hirer shall conform to the requirements of the *Health Act*, *Local Government Act*, and any Local Law or Regulation made there under, and shall be liable for any breach of such Acts, Local Law or Regulation.

All other statutory rules, provisions and regulations of the Commonwealth of Australia or State of Queensland for the time being in force must be complied with by the user and the notices given to the proper officers.

12. 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, or of any part of the building. Any person causing an offence against such regulations shall be removed from the building.

In conducting the event all measures or procedures considered necessary are to be undertaken to ensure the safety of the general public and persons attending the function.

13. PERMISSION TO OCCUPY

The hirer shall only be entitled to the use of the particular part or parts of the building hired on the date set out in the Schedule to the application and the Council reserves the right to permit any other portion of the building to be hired for any other purpose at the same time. The right conferred on the hirer shall be a permission to occupy and **shall not be construed as a tenancy**. Nothing contained in these conditions shall confer on a regular hirer the right to exclusive possession and the Council may at its discretion allow other individuals and groups to have casual use of the premises.

14. ASSIGNMENT

Hirers that are granted permission to use any of Council's Community Buildings, Parks or Reserves shall not assign the right of use to any other person, organisation or body.

15. ADULT SUPERVISION

The application form referred to in Clause 1 shall be completed by an adult who will be supervising the function and the person completing the application form and whose signature appears on the same is subject to these terms and conditions.

16. SEATING

The hirer is responsible for the arrangement of the seats and tables required in any Hall, Park or Reserve provided, the arrangement must conform with the Public Health Regulations. It is also the hirers responsibility to neatly stack away all seats and tables on completion.

17. GAMBLING

No game of chance, at which either directly or indirectly money is passed as a prize, shall take place in any part of the premises, with the exception that this clause shall not prevent the hirer using the premises for games of Bingo or equivalent, providing relevant permits have been obtained.

18. POLICE & SECURITY – if applicable

The hirer shall, when so directed by the Committee or Council arrange for the police to be notified of an event and /or for police attendance.

Security shall be required for events where alcohol is sold or provided, the ratio being one security guard for up to 100 people plus one security guard for every 70 people after the first 100.

19. PARKING ATTENDANTS – if applicable

A hirer may employ his own attendant, but if in the opinion of the Council it is necessary for Council to employ one or more parking attendants for any function to be held in the hall, the cost of employing such attendants shall be borne by the hirer.

20. DETERMINATION

If the hirer commits, permits or allows any breach or default in the performance and observance of any of these conditions the Council may terminate the permission to use the premises and the hirer shall immediately vacate the premises and the security deposit shall be forfeited to the Council.

21. THEFT

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

22. REFUSAL TO GRANT HIRE

It shall be at the discretion of the committee or Council to refuse to grant the hire of a hall in any case and, notwithstanding that permission to hire the premises may have been granted or that these conditions may have been accepted and signed and the fees and deposit paid, the Council shall have the power to cancel such permission and direct the return of the fees and deposits so paid. The hirer hereby agrees in such case to accept the same and shall be held to have consented to such cancellation and to have no claim at law or in equity for any loss or damage in consequence thereof.

23. 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 building throughout the whole duration of the period of use.

No spitting, obscene or insulting language or disorderly behaviour or damage to property shall be permitted in any part of the building.

24. CLEANLINESS

The hirer is responsible for leaving the premises in a clean and tidy state. Floors should be swept and mopped if required and immediately remove all rubbish, refuse and waste matter. Any cost incurred by the committee or Council in cleaning the premises resulting from the condition in which the hirer left the premises shall be recoverable from the hirer.

25. DAMAGES

The floors, walls, curtains or any other part of the building or any fittings or furniture shall not be removed, broken, pierced by nails, screws pins, staples or hot glue or in any other way damaged. **The hirer shall accept full financial responsibility for damage to Council property except for normal wear and tear. (See 5.20 & 5.21)**

Vegetation growing in areas used is not to be damaged in any matter.

26. VEHICLE ACCESS

Vehicles are restricted to car parks and street parking only. The hirer shall not permit vehicles of any kind to be driven, wheeled or manoeuvred on grassed areas, or pedestrian paved areas. Should vehicles be parked, driven or manoeuvred on grassed or pedestrian paved areas during the hire period, the hirer shall forfeit the security bond whether damage has been occasioned or not.

27. SIGNAGE

No notice, sign, advertisement, scenery, fittings or decorations of any kind shall be erected on or in the building or attached or affixed to the walls, doors or any other portion of the building, fittings or furniture, without prior consent of the Council.

No notice, sign, advertisement, scenery, fittings or decorations of any kind shall be erected on or in the building which is heritage listed.

28. DECORATIONS STAGE FITTINGS – if applicable

No stage property, decorations, electric lighting, naked lights of any kind or articles of similar nature (eg candles, oil burners or mosquito burners) shall be brought into the building without the consent of the Council. This includes smoke machines, additional seating and scaffolding. All such articles and property together with any catering appliances or fittings shall be removed by the hirer at the end of the function. **All stage/performance lighting must be set up and packed down by a qualified technician.**

29. SMOKING

Smoking is not permitted in any Council building.

30. FREE ACCESS

Any officer or employee of the Council whom the Council may appoint shall at any time be entitled to free access to any and every part of the building for compliance purposes.

31. DISPUTES

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 thereon shall be final and conclusive.

32. 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 Cairns Regional Council against any claim for breach of copyright or any other action herewith.

33 ADVERTISING THE FACILITY WITHOUT APPROVAL

All advertising of any event held or to be held at the facility must be approved by the management committee and/or Council. Advertising of any sort without approval may grant the Management Committee and/or Council the right to cancel the function without any notice to the hirer.