

# Council Park & Beach Foreshore

## Conditions of Hire

### 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.

### Confirmed Bookings

"One off" bookings will not be considered until the Hirer signs and returns the Application to Hire Council Facility form. Confirmation of the booking occurs when full payment of the hire fees, bond and any ancillary charges are received and receipted by Council.

### Tentative Bookings

Tentative bookings will not be accepted.

### 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.

Bookings that include additional lighting cannot be made at foreshore parks and beaches during turtle nesting season. The turtle nesting season extends from 15 October to 30 April each year.

### **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.

## **Cancellations and Refunds**

### "One Off" Bookings

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

## **Liquor/Alcohol**

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

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.

## **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 DJ's 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.

## **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 & 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.

It is the Hirer's responsibility to advise patrons of their event of the location of suitable fire exits and evacuation methods.

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.

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 (e.g. 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.

### **Keys**

Keys, fob keys and access codes are to be collected before 4:00pm no earlier than 3 working days before the event, from the location advised in the confirmation letter, and returned on the first working day after the hire.

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 afterhours 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.

### **Dispute s**

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..