

Cooktown Events Centre

Room Hire Bookings Terms and Conditions

TERMS AND CONDITIONS OF ROOM HIRE BOOKING AGREEMENT

This Agreement outlines the terms and conditions in relation to the Applicants entitlements during the Hire Period to use the Cook Shire Council Events Centre meeting rooms.

Please take the time to read the Terms and Conditions of the Agreement carefully.

The Applicant and Council acknowledge and agrees that:

In this Agreement:

1. The booking holder is responsible for ensuring all attendees comply with government directions and advice in relation to COVID-19, including physical distancing, good hygiene practices and cleaning. These are subject to change without notice.
2. A booking is not confirmed until an application form has been completed and submitted with applicable fees. Payment of fees constitutes the hirers understanding and agreement to the Terms and Conditions of Hire.
3. A booking confirmation to conduct the activity will be issued upon payment of all fees and charges associated with the provision of these services, providing all venue hire terms, conditions and booking requirements are met.
4. The hirer will use the venue for the use/activity stated on the booking confirmation/permit and for no other use/activity.
5. The use or activity authorised under the booking confirmation is restricted to days and times specified in the approval.
6. The hirer is to carry the approval during the use or activities and is to produce the approval for inspection on demand by an authorised person.
7. As a requirement of any booking, Council may request the hirer will, at its own expense, insure and keep insured in the name of the hirer with Cook Shire Council as an interested party for the amount of not less than Twenty Million Dollars (\$20,000,000) against public liability in the form of a standard public liability policy. This insurance policy must be submitted to Council with the application.
8. If the facility is not vacated by the nominated time, the hirer shall forfeit the entire bond (if applicable) or pay an hourly rate thereafter.
9. All electrical cords, fittings, switches and other electrical equipment used by the hirer must comply with the appropriate Australian Standards and display a current electrical test tag.
10. If food is to be sold or supplied, the hirer must ensure all necessary licences or permits are obtained.
11. Consumption of alcohol in public spaces is prohibited unless the event complies with liquor licensing regulations and has the appropriate permit in place.
12. Council reserves the right not to approve applications for events involving the sale or consumption of alcohol.
13. Smoking is not permitted in any Council building, this includes all decking areas of all Council facilities.
14. Smoking is not permitted within five metres of any building entrance. It is the hirer's responsibility to ensure that smoking is not permitted within five metres of any building entrance. It is the hirer's responsibility to ensure that smoking does not occur within the building as stated or in contravention of Queensland Government Legislation.
15. Every consideration must be given to the residents who live nearby in regard to minimising noise and unruly behaviour and to other users who have booked the venue after you.

16. The hirer is responsible for leaving the premises in a clean and tidy state. All items brought by the hirer/users including equipment, decorations, rubbish, food and beverages etc. must be removed from the facility immediately following the close of the event. Floors should be swept and mopped. If additional waste remains at the site, Council, at the cost of the hirer, will remove it.
17. All facility equipment is to be returned to its original storage area after use. Any cost incurred by Council in cleaning the premises, resulting from the conditions in which the hirer left the venue, shall be recoverable from the hirer.
18. The hirer is responsible for the security of the venue and the security and safety of any property of Council in or around the venue.
19. Lights, fans and air conditioning must be turned off after use.
20. The previous hirer assumes responsibility for all damage. Any damage evident upon arrival should be reported to Council immediately, prior to the hirer commencing their activity/event.
21. The hirer is NOT permitted to attach anything to the ceiling or walls using screws, nails or sticky tape.
22. 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 way damaged. The hirer shall accept full financial responsibility for damage to Council property except for normal wear and tear.
23. Council reserves the right to terminate the event, before or during the event, if the hirer is in breach of the terms of any approval.
24. Council reserves the right to cancel the booking or re-locate, if applicable, the event, if the weather or facility conditions dictate. If cancellation is necessary, then Council will endeavour to involve the customer in this decision and no venue hire fees will be payable.
25. If the hirer wishes to cancel the booking for the hire of the premises the cancellation must be made in writing at least 24 hours prior to the date of the function otherwise a cancellation fee of 50% of the hire fee will be levied.
26. 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 shall be final and conclusive.
27. Failure to comply with these terms and conditions will result in extra cleaning charges being withheld from the bond or, if a bond is not held or is insufficient, being invoiced to the hirer.
28. Neither 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 person, firm or corporation in respect of such.
29. Single use plastics are not to be distributed or used at any event; including plastic bags of any thickness, plastic straws, cutlery, containers, plates, bowls, sachets (such as sauce packets), polystyrene (foam) packaging or trays, non-compostable coffee cups or balloons.

DECLARATION

- (a) I acknowledge that I have read and understand the terms and conditions above. I am responsible for ensuring that all individuals or groups using the venue and equipment in association with this application shall comply with those terms and conditions.
- (b) I have inspected the venue and equipment, acknowledge that it is clean, damage free, and will be suitable for the intended use.
- (c) I acknowledge that Council does not warrant that the area or venue is fit, suitable or adequate for the activity authorised under the approval.
- (d) I understand that where bookings include alcohol consumption the police will be informed as to the date, time, and nature of the booking as a precautionary measure.
- (e) I (the hirer) agree 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, arising out of, or in relations to the hiring engagement.
- (f) I agree to be responsible for the cleaning of, and any damages that occur during, the use of the equipment. I agree to have costs associated with damage and cleaning deducted from the Security Bond in the first instance and to be invoiced in the second instance.
- (g) I will ensure any/all noise associated with the bookings will cease by 11.30pm.