

Venue Hire Booking Form

Please return completed form 10 business days prior to the event

1. VENUE – Please select the venue you wish to hire

COOKTOWN

☐ John Street Oval

☐ Shire Hall

☐ Botanic Gardens

COEN

☐ Oval

☐ Town Hall (100m²)

☐ JS Love Building – Hall (87m²)

AYTON

☐ Oval

LAURA

☐ Town Hall (42m²)

LAKELAND

☐ Oval

PORTLAND ROADS

☐ Town Hall (32m²)

2. HIRER & FUNCTION DETAILS

Name of Hirer:

Authorised Contact Person:

Address:

Phone:

Email:

Organisation Type:

☐ Private Function

☐ Not for Profit

☐ Commercial / Government

☐ School

☐ Community Group

☐ Other

: _____

Will admission be charged?

☐ Yes

☐ No

Preferred method of Correspondence:

☐ Email

☐ Phone

☐ Mail

Type of Function:

Will you be selling/serving food?

☐ Yes – Please complete section 6

☐ No

Will there be alcohol sold?

☐ Yes – please contact the Office of Liquor and Gaming to determine if a Liquor Licence is required for your event.

Permit No. (if applicable):

☐ No

Approximate number of people attending : _____

3. BOOKING TYPE & TIMES

ONE OFF TEMPORARY USE – Complete this section if your event is a one off temporary event

Hire Period Commencement Date:		Hire Period End Date:	
Set Up Time:		Pack Down Time:	
Additional Information:			

REGULAR BOOKINGS

Regular Use Dates :	First Date:		Last Date:	
Frequency (eg. Every Friday; first Saturday of the month :				
Access Times :	Entry Time:		Exit Time:	

4. INSURANCE

Do you have Public Liability Insurance?

- ☐ YES - Commercial businesses, not-for-profit organisations and regular users require public liability cover
Please attach a copy of your Certificate of Currency for \$20,000,000 public liability cover.
- ☐ NO - Private casual users only
Complete next section (Casual User of Council Facilities Liability Insurance Acknowledgment and Declaration)

5. CASUAL HIRER OF COUNCIL FACILITIES LIABILITY INSURANCE ACKNOWLEDGEMENT AND DECLARATION - Only to be completed if you answered "No" in the previous section.

I, _____, of _____,
Hirer's name *Hirer's address*

acknowledge that Council has in place a "Casual Hirers' Cover" which provides liability insurance cover with a \$2,000 excess per claim and an indemnity of \$10,000,000 for casual hirers of Council facilities at no cost to the 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.

What is a 'Casual Hirer'?

A casual hirer is defined to be an individual or group who enters into an agreement for use of a Council facility, where that individual or group:

- Is non-commercial;
- Is not incorporated;
- Is not involved in high risk sports; and
- Hires a Council facility no more than 12 days per year

Hirer's Signature: _____

Date: _____

6. FOOD – Only complete this section if food will be available at the event/function

Is the food BYO and being prepared by the guests who will also consume the food (family and friends)?	☐ Yes – Food licence is not required (go to section 9 below)	☐ No (continue)
Is the food pre-packaged and pre-prepared? Eg. pies, sausage rolls, chips, nuts, takeaway pizza etc.	☐ Yes – Food licence is not required (go to section 9 below)	☐ No (continue)
Is food being sold at the event or included in an entry fee or ticket price?	☐ Yes – Food licence required if food is not pre-packaged or home made (as above)	☐ No
Will food be prepared and supplied at the event by a catering company/mobile food van?	☐ Yes – Food licence required (The food provider will require a Temporary Food Premises Licence with Cook Shire Council – complete the section below)	☐ No

7. FOOD VENDORS

Please list all food vendors below and attach a copy of Food Business Licence, Off-site Catering Licence or Mobile Food Van Licence. Use a separate sheet if required.

Name of Vendor	Food Licence Number	Vendors Phone Number	Details of foods being prepared and served

8. WHEELIE BIN HIRE

Number of bins (240L) :		Number of times they require emptying :	
Preferred Delivery Location :			
Preferred Delivery Date :		Preferred Return Date :	

Hirers are responsible for collecting and appropriately disposing of all rubbish generated during the hire period.

9. TERMS AND CONDITIONS

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/permit 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/permit 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. With the exception of designated parking areas, driving and parking is strictly prohibited on all grassed areas unless otherwise approved by Council.
14. Smoking is not permitted in any Council building, this includes all decking areas of all Council facilities.
15. 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.
16. 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.
17. 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.
18. 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.
19. 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.
20. Lights, fans and air conditioning must be turned off after use.
21. 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.
22. The hirer is NOT permitted to attach anything to the ceiling or walls using screws, nails or sticky tape.
23. 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.
24. 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.
25. 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.
26. 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.
27. 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.
28. 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.

29. 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.
30. 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.
31. The use of balloons at any outdoor waterfront venue is NOT PERMITTED.

10. DECLARATION

- 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.
- I have inspected the venue and equipment, acknowledge that it is clean, damage free, and will be suitable for the intended use.
- I acknowledge that Council does not warrant that the area or venue is fit, suitable or adequate for the activity authorised under the approval.
- 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.
- 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.
- 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 (or Credit Card- from which an imprint will be taken) in the first instance and to be invoiced in the second instance.
- I will ensure any/all noise associated with the bookings will cease by 11.30pm.

By signing the Declaration you are confirming that any third party contractor operating at the event (food vendors, amusement ride businesses, hire companies etc.) will comply with all requirements and terms and conditions and they have current licences/certificates and current Public Liability Insurance cover.

Signature:

Date:

11. INFORMATION PRIVACY STATEMENT

You are providing personal information which will only be used for Council business activity specific to your application. Your personal information is managed in accordance with the *Information Privacy Act 2009*, will only be handled by persons authorised to do so and will not be disseminated unless you have given Council permission to do so or the disclosure is required by law.

12. CHECKLIST	YES	NO	N/A
Have you read the Terms and Conditions? <i>(Please retain a copy of this agreement for your records)</i>			
Have all applicable sections of this form been completed and signed?			
Attach a copy of your Public Liability Insurance <i>(\$20 million Cover)</i>			
Attach a copy of Incorporation or Charity Certificate <i>(if applicable)</i>			
Attach a copy of Food Licence or Temporary Food Licence application form <i>(if applicable)</i>			
Attach Liquor Licence <i>(if applicable)</i>			
Have you organised Security for the event <i>(if applicable)</i> ?			
Attach additional permits, licences or accreditation for all staff <i>(if applicable)</i>			
Have you advised the local emergency services of your event? Police, Fire Brigade and Ambulance <i>(attach evidence if applicable)</i>			

13. LODGEMENT
When you have signed and dated this form, please lodge it with the fees and all supporting documents required at the Council office, in person, email or post. Cook Shire Council 10 Furneaux Street Phone: 07 4082 0500 Email: mail@cook.qld.gov.au Website: www.cook.qld.gov.au PO Box 3, Cooktown Qld 4895

OFFICE USE ONLY			
Total Days/Hours:		Hire Fee:	
Date Paid:		Receipt Number:	
Received By:		Signature:	
Key Number Issued:		Key Bond:	
Venue Bond:		Receipt Number:	
Bond Received By:		Trust ID:	
Bond of:		Trust Category:	
Returned By:		Returned To:	
Signature:		Date:	