

# McKinlay Shire Council

## Indoor Sports Centre

### 2022/2023



APPLICATION TO BE SUBMITTED **48 HOURS** PRIOR TO DATE OF HIRE

Organisation/Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email: \_\_\_\_\_

Date of Application: \_\_\_\_\_ Date/s Required: \_\_\_\_\_

Time/s Required: \_\_\_\_\_

Purpose: \_\_\_\_\_

Insurance Policy Number: \_\_\_\_\_ Copy of Insurance Policy attached: YES / NO

Council Property – Charge Per Day (All General Ledger – 2680-1200-0000)	Hire Charges	Cost	Equipment (please circle if required)
Netball	\$16.50 per hour		Netballs
Basketball	\$16.50 per hour		Basketballs
Indoor Cricket	\$16.50 per hour		Indoor Cricket Bats Indoor Cricket Balls
Volleyball	\$16.50 per hour		Volleyballs
Tennis	\$16.50 per hour		Tennis Balls
Other – exclusive use of court	\$16.50 per hour		
Other equipment on request	\$16.50 per hour		
<b>ADD ONE DEPOSIT CHARGE TO ALL ITEMS HIRED</b> G.L. Code 9991-5740-0000			
<b><u>NOTE: DEPOSIT MUST BE PAID SEPERATELY</u></b>	<u>TOTAL DUE</u>		<u>Date Paid:</u>

Do you already have a deposit held with the council?      Yes / No  
If **NO**, would you like the Mckinlay Shire Council to hold your deposit for future hires?      Yes / No  
If you answered **NO** to both questions, please fill out below:

If the conditions of the facility have been deemed satisfactory after it has been returned your deposit will be refunded.  
Please tick which method you would prefer this refund and fill in the necessary details

Bank Transfer <input type="checkbox"/>
BSB: _____ Account Number: _____
Cheque <input type="checkbox"/>
Postal Address: _____
_____
_____

I have read the hire conditions listed overleaf and agree to hire the above on these conditions.  
Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
.....

**OFFICE USE ONLY**

Deposit Receipt Number: _____	Processed by: _____	Date: _____
Hire Fee Receipt Number: _____	Processed by: _____	Date: _____

REQUEST WAIVER FORM ATTACHED: YES NO N/A

## **Booking and Confirmation**

No bookings will be placed until the attached form is filled out in full and returned either in person or by return fax to McKinlay Shire Council Office. Hire Applications are to be submitted 48 work day hours prior to the hire date for set up requirements. Changes are to be made through the same method, 48 hours prior and as with the original booking this is subject to availability. Please Note: The fees and \$50.00 deposit must be lodged with Reception prior to the hire of the venue.

## **Conditions of Hire**

(Please take note of all three conditions of hire: 1. General, 2.Repairs, 3.Cleaning, 4. Cancellation)

### **1. General**

1. Hirer must be eighteen (18) years or over. Hirers under the age of 21 years must have the application form completed by an adult who will be supervising the function. The person completing the application form and whose signature appears on the same is subject to these terms and conditions.

2. Hirers that are granted permission to use the property/equipment shall not assign the right of use to any person, organisation or body.

3. The bond is refunded if the property/equipment is left in good condition on the first working day after Council inspection. The hirer shall be liable on demand by the (nominated Council Officer) to pay any further amount in excess of such bond to meet the full cost of such damage or cleaning. 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.

4. Council staff have no authority to waive hire fees. Written application to Council is required.

5. The hirer shall take out and keep current during the period of hire a liability insurance policy in a form approved by Council, insuring 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 which must be annexed to this agreement, and form part of the agreement.

6. The hirer will indemnify and keep indemnified the Council and its officers, agents and employees, from and against all actions, suits, costs, charges, expenses, damages, proceedings, claims and demands which might be brought and maintained or made against the Council:- a) A breach by the hirer of this agreement: or b) By any of the servants or agents of the hirer for any cost occasioned by or arising from the use of the equipment;

c) Any negligent, unlawful, willful or fraudulent act or omission of the hirer or its officers, agents, employees or contractors in connection with this agreement.

d) By any person or persons arising out of or occasioned by any act or omission on servants by agents to observe these terms and conditions; or

e) By any person or persons however arising, out of loss, theft or damage to any property or person, when using the equipment.

7. The Chief Executive Officer has been delegated authority to refuse or approve hire of the Council Property and may withdraw from hire any item which may have been previously hired, when it is in the Council's interest to do so.

8. The hirer shall conform to the requirements of the Health Act, Local Government Act, any Local Law or Regulation made thereunder, 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.
9. 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.
10. 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.
11. 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.
12. No notice, sign, advertisement, scenery fittings or decorations of any kind shall be erected on 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 Chief Executive Officer.
13. No stage property, decorations, electric lighting, naked lights of any kind or articles of similar nature shall be brought into the building without the consent of the Chief Executive Officer. All such articles and property together with any catering appliances or fittings shall be removed by the hirer at the end of the function.
14. Smoking is not permitted in any Council building.
15. Liquor on the premises is forbidden unless approved by the Chief Executive Officer on a case by case basis.
16. The Chief Executive Officer may require the hirer to submit for approval the subject and programme for any entertainment or lecture prior to the use of the premises.
17. Any officer or employee of the Council whom the (Chief Executive Officer) may appoint shall at all times be entitled to free access to any and every part of the building.
18. In the event of any dispute or difference arising as to the interpretation of these conditions, or any matter or thing contained therein the decision of the Chief Executive Officer thereon shall be final and conclusive.
19. 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 infringement of the copyright or performing right of any owner of such right or rights, and the hirer agrees to indemnify the Mckinlay Shire Council against any claim for breach of copyright or any other action herewith.
20. It shall be at the discretion of the Chief Executive Officer 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 Chief Executive Officer 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.
21. 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.

## **2. Repairs**

1. The hirer shall be responsible for and shall make good or repair to the satisfaction of the Council all damages to the equipment occurring during the use and caused by the negligence or default of the hirer, their agents or any other person using the equipment pursuant to or in exercise of the rights or of any of the rights hereby granted to the hirer.
2. If the hirer shall fail to neglect or refuse to make good or repair any damage for which they are responsible as referred to in the proceeding paragraph the council shall be at liberty to repair and make good the equipment and the hirer shall pay to the Council upon demand all cost reasonably incurred by the Council in doing so.
3. The Hirer will be invoiced the cost plus GST for equipment that is lost or broken.

## **3. Cleaning**

- Each area that is used must be cleaned and left in a tidy manner.
- Each piece of equipment is to be returned in a clean and tidy manner. If equipment consists of articles of clothing, e.g. Bibs, it is the responsibility of the hirer to wash and return to Council the next working day of hire.

## **4. Cancellation**

Any cancellation of a booking for the hire of the facility shall be made at least five (5) days prior to the date of the function or event. Any cancellation within five (5) days prior to the date of the function or event or a 'no show' will result in a cancellation fee of the full amount less refundable deposit of facility being hired.

The hirer may apply in writing to the Chief Executive Officer to have the cancellation fee waived for extreme circumstances.

## INFORMATION FOR HIRERS OF MCKINLAY SHIRE COUNCIL FACILITIES

### FIRE SAFETY REGULATIONS/EVACUATION PLAN

The hirer is responsible for the safety of guests attending their hired event/function and implementation of the below procedure. The *Building Fire Safety Regulations 2008* must be enforced. The hirer is responsible for/but not limited to, the following:

- ☐ Must read and abide by the Emergency Evacuation Plan located on the wall within the facility hired.
- ☐ Knowledge of the location of all fire exits in the facility and be capable of directing guests to these fire exits as required:
- ☐ Knowledge of the location of prescribed fire safety installations/equipment provided in the facility; (instructions for use are detailed on all fire extinguishers)

The hirer shall ensure occupants of the building can exit directly into open space or another place of safety; (Note: Fire safety exits must be left unimpeded at all times, do not park vehicles or leave boxes or other items outside the fire exit door). Ensure doors to an evacuation route are not locked and can be opened.

- ☐ Ensure you are fully aware of any mobility restrictions and other characteristics of the persons attending, and that the number of persons in the building at any one time does not present an unreasonable risk to the safety of any person in the facility.
- ☐ Ensure you are aware of and suitably manage the flammability of any item, utensil or piece of equipment introduced into the facility by the hirer.
- ☐ Ensure that you undertake the following in relation to evacuation procedures for the facility.

Inform guests of the evacuation plan located on the wall.

If required, alerting & communicating with all persons in the facility as to any fire/emergency and sound an alarm (verbal) to evacuate. Contact Fire Services on “000” immediately.

Direct the evacuation of all persons from the hall including persons with special needs to a designated outdoor assembly area.

Check whether all persons have been evacuated from the facility and the number /identity of any persons not accounted for.

Meet the fire officers attending the facility in response to the fire/emergency.

**Emergency Contact Numbers:**

**000 – Emergency Services (Police/Fire/Ambulance)**

4746 7166 – McKinlay Shire Council

After hours – McKinlay Shire Council 0427 467 166

**SAFETY**

- ☐ It is the responsibility of the hirer, to ensure that all persons involved in there activities are familiar with the Emergency Plan.
- ☐ It is the responsibility of the hirer to provide adequate first aid requirements relative to the activity being undertaken. (First-aid kits are not supplied at the facilities)
- ☐ Council encourages hirers to use plastic tableware, bottles & aluminum cans to minimize the risk of broken glass.

**FACILITY CAPACITY**

The capacity of the facility **MUST NOT** be exceeded. The number of people attending the venue must be disclosed.

Council facilities are designed to accommodate a limited amount of people. For example: in its size, the facility amenities, equipment etc. and Fire Safety Regulations.

I have read and received the safety information for hirers of McKinlay Shire Council Facilities and agree to these conditions.

Hirer Name:.....

Signed Hirer: ..... Date: .....

McKinlay Shire Council Representative: .....

Signature:..... Date: .....