

Gympie Regional Council

26 Bligh St, Kilkivan - PO Box 155, Gympie QLD 4570 Telephone 1300 307 800 Facsimile 07 5481 0801

Email <u>council@gympie.qld.gov.au</u>

	Kilkivan Public Hall & Goomeri Hall of Memory								
	Hire Application Form								
Hall:	Kilkivan Public Hall	Goomeri Hall of Memory							
Space:	Use of Entire Hall Use of Auditorium Only Use of Supper Room	Use of Bar Area Use of Kitchen							
Applicants Details	Name of Applicant (in full) (Surname) Name of Business/ Organisation/ Charity	(Given Names)							
PRIVACY STATEMENT: Gympie Regional Council collects personal information where it is directly related to a function or activity of Council and where the collection of such information may be reasonably considered as necessary for that purpose. It will only use personal	Postal Address Phone Number (Home) Email Address	(Work) (Mobile)							
information for that purpose, and will not disclose it, except as permitted under the <u>Information Privacy Act 2009</u> .	I hereby declare that the information I have pro- have read and accept the Kilkivan Hall & Goome Signature	vided herein is true and correct to the best of my knowledge and I eri Hall conditions of hire. Date / / 20							
Hire Details	Specify the event you wish to conduct If fundraising, provide details of project Specify the number of persons attending								
	Date of intended use Bump in Bump out	/ /20 to / /20 : am / pm to : am / pm : am / pm to : am / pm							
	 47 x Tables – Kilkivan Public Hall 201 x Chairs – Kilkivan Public Hall Table size (750mm x 750mm) and (1800mm x 750mm) 29 x 6 seater rows, 15 x 4 seater rows Capacity – 100 people 	 62 x Tables – Goomeri Hall of Memory 240 x Chairs – Goomeri Hall of Memory Table Size (900mm x 900mm) and (1800mm x 750mm) 12 x 5 seater rows Capacity – 100 people 							

Proposed Alcohol Service Times	Use		Private		Public							
	Start and Finish Times		:		am / pm	to		:	am	/ pm		
	Liquor Sold or Served?	d? (please tick) Sold						Se	rved			
	A copy of Community Liquor Permit or Liquor Licence must be supplied for private or public functions where alcohol is sold											
		Use of the Bar as servery for sweets, soft drinks etc. (please tick) Yes No										
		 Bar Dimensions – Kilkivan Public Hall – 5.5m x 4m Bar Dimensions – Goomeri Hall of Memory – 4.1m x 2.4m 										
Fees	Payments may be made by cheque or money order. Payments made in person must be lodged with Council's Finance Directorate at the Gympie Town Hall, 2 Caledonian Hill, Gympie (near the Five-ways Roundabout) or Kilkivan Branch, 26 Bligh Street, Kilkivan											
	Full facilities when liquo	Full facilities when liquor is available			Per Function					117.00		
	Full facilities no liquor a	Full facilities no liquor available			Per Function (8.00am to 5.00pm)					70.00		
	Auditorium only	Auditorium only			Per Function (8.00am to 5.00pm)					35.30		
	Supper Room & Kitche	Supper Room & Kitchen			Per Function (8.00am to 5.00pm)					35.30		
	Supper Room only	Supper Room only			Per function					17.10		
	Hourly rate of any space	Hourly rate of any space			Per hour					5.40		
	Hall Cleaning Charge (i	Hall Cleaning Charge (if required)			Per hour					60.00		
	Auditorium Only 35% community concession rate for room hire only is applied to primary and secondary schools, as well as not for profit, community or sporting groups that are based in, or provide direct benefits to the Gympie region. This discount is on all room hire fees.											
	Total Fees Paid	\$			Date	,	/	/ 20				
	Ledger No.	T187			Receipt No.							
	Kilkivan (Hire) Goomeri (Hire)	W00002842.0001.137 W00002843.0001.137			Record Keeping: File at Kilkivan Branch Office							
	Letter Ref.				Date Sent	,	/	/ 20				

KILKIVAN PUBLIC HALL AND GOOMERI HALL OF MEMORY CONDITIONS OF HIRE

CONDITIONS COMMON TO ALL AREAS OF THE HALLS

Council May Cancel Bookings

1. It shall be at the discretion of the Regional Council to refuse to hire the Kilkivan Public Hall and/or Goomeri Hall of Memory in any case and notwithstanding that the Kilkivan Public Hall and/or Goomeri Hall of Memory may have been let or that these conditions may have been accepted and signed and the rent paid, the Council shall have full power, if it sees fit, to cancel such hiring and direct the return of the hire fees and deposit so paid and the hirer hereby agrees to accept the same and to 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.

Observance of Laws Covering Decency Etc.

It shall be the responsibility of the hirer to ensure that any form of entertainment performed at the Kilkivan Public Hall and/or Goomeri Hall of Memory during the period of hire shall not break any laws in force in the State of Queensland governing the standards of decency and moral behavior

Disorderly Behavior

3. The hirer shall be responsible to ensure that Kilkivan Public Hall and/or Goomeri Hall of Memory is used in a proper, orderly and lawful manner and will not permit any riotous, disorderly or improper conduct on the premises, nor permit any person who behaves in a riotous, disorderly or improper manner to be or remain on the premises. Nor shall the hirer permit any act, matter or thing to be done on the premises which may cause a nuisance or annoyance to others or contravene any State Laws.

Dual Hiring's

4. The hirer shall be entitled to the use of the particular part or parts of the building hired. When an application is made for what would be a dual hiring, the booking clerk shall be authorised to determine whether the application for the second hiring is to be accepted and if so, both hirers shall be made aware of the other function. In the event that either hirer is dissatisfied with the decision of the booking officer, the hirer may make written request for the Council to review the decision.

Regular confessional hirers may be asked to give way to other bookings.

Confirmation of Bookings

5a. A tentative booking will remain valid until the booking is confirmed with the lodgment of a completed hire application form and relevant security bond.

Cancellation of Bookings

6. The payment for the booking shall be refunded if cancellation of the booking is made no later than six (6) weeks prior to the date of the function and no deposit shall be refunded if the cancellation is made less than two (2) weeks before the date of the function. However, if it is claimed by the hirer that extenuating circumstances apply, an application may be made to Council for a refund.

Setting Up/Taking Down

7. It shall be the Hirer's responsibility to carry out all pre-function setting up and taking down. All props, decorations and so forth are to be removed from the function immediately following the event.

Care of All Inventory Items eg Crockery, Glass etc.

8. All inventory items eg crockery, glassware and cutlery shall be washed and stored and all breakages and losses shall be paid for by the hirer.

Use of Kilkivan Public Hall and/or Goomeri Hall of Memory Kitchen - Additional Appliances

9. Council will not accept responsibility for personal appliances damaged during use at the Kilkivan Public Hall and/or Goomeri Hall of Memory.

Cleaning of Kitchen

10. The hirer shall be fully responsible for restoring the kitchen to a clean, hygienic condition. This includes wiping down bench tops and fittings, sweeping kitchen floor and removal of all food scraps. All food scraps are to be wrapped or placed in plastic bags before being deposited in the refuse bins.

NOTE: Should the kitchen or any cutlery/crockery be left in an unsatisfactory condition, the hirer will incur an additional charge for the cleansing of same

Responsibility for Damage/Use of Decorative Etc

11. The hirer shall be responsible for any damage caused to the building, furniture, fittings, apparatus etc, during the occupancy. Hirers are prohibited from using nails, hooks, screws, tacks, pins or the like, that can be driven into the walls, pillars, woodwork, floors or furniture in any part of the Kilkivan Public Hall and/or Goomeri Hall of Memory. No decorative, posters, papers, placards, logos etc shall be affixed by blue tac, paste or other adhesive mediums anywhere inside the Kilkivan Public Hall and/or Goomeri Hall of Memory without prior permission from the Chief Executive Officer or his delegate.

Confetti or other similar materials are also prohibited, either inside or outside the building.

No alterations or additions of any description may be made to any of the fittings, apparatus or furnishings of the Venue, without first obtaining the consent of the Chief Executive Officer or his delegate.

Unless the Hirer can show before the commencement of hire, that any property of the Council in the Kilkivan Public Hall and/or Goomeri Hall of Memory is damaged, such property shall be deemed to have been undamaged at the commencement of hire period.

Therefore, hirers of Kilkivan Public Hall and/or Goomeri Hall of Memory shall be liable, to an aggregate amount of twenty (20) million dollars for any damage, howsoever caused or occasioned by their own act, default or neglect, to the property of the Council, and the decision of the Council both as to the nature and amount shall be final.

Gympie Regional Council Responsibility

12. Gympie Regional Council will take every reasonable care and precaution to ensure that all utilities, services and equipment within the Kilkivan Public Hall and/or Goomeri Hall of Memory are in proper working order, but will not accept responsibility for breakdowns beyond their control. No responsibility will be accepted or compensation paid by the Gympie Regional Council in the event of loss or damage being suffered by the hirer on account of lighting failure, air-conditioning failure or failure of any other equipment during the hire period.

Compliance with Liquor License

13. The hirer shall be responsible for complying with the requirements of the Licensing Commission in respect to obtaining an appropriate license if liquor is to be sold at the function. The terms of the Liquor License shall be strictly adhered to and the sale of liquor shall cease at the termination of the period of the license. If the requirements of the liquor license are not adhered to any future bookings by the particular hirer may be placed in jeopardy.

Increased Hiring Charges to Apply

14. Kilkivan Public Hall and/or Goomeri Hall of Memory hiring charges advised to hirers at the time of making an advanced booking may increase between the time of making that booking and the actual function date. The hirer shall be required to pay the hiring charges in force on the actual date/s of the hire.

Late Closing Surcharge

15. A late close surcharge shall apply to any Kilkivan Public Hall and/or Goomeri Hall of Memory hiring that extends past 12.00 midnight

Compliance with Fire Safety Regulations

16. The hirer shall comply in every respect with the Fire Safety Regulations relating to the use of public buildings and shall not place equipment, furniture, fittings etc. in such a position that paths to exits and exit doors and fire fighting equipment are blocked. The hirer shall be fully responsible in ensuring that all persons participating in their function adhere to this condition.

Delivery and Removal of Kegs

17. Hirers of the bar shall remove all empty kegs from the premises within 24 hours after the particular function. Should the kegs not be removed within that period the Council will cause them to be removed at the Hirer's cost. Kegs shall not be delivered or collected through the Main Entrance

Bar Accessories and Fittings

18. The Hirer shall NOT remove any bar fixtures or fittings from the bar area. Hirers must serve all drinks from the bar area provided. The use of esky's or other drink storage containers is not permitted on the wooden floors of either hall. Hirers are not permitted to establish temporary bars in either venue. The Hirer is responsible to ensure that the bar accessories and all fittings are left in a clean and tidy condition. (i.e. glasses, jugs, fittings washed and stored as found).

Note: Should the bar accessories and fittings be left in an unsatisfactory condition, the hirer will incur an additional charge for the cleansing of same.

Protection of Floor - Cat, Bird, Flower Shows Etc.

19. When the Kilkivan Public Hall and/or Goomeri Hall of Memory is hired for the purpose of a cat, bird, flower show or any other function of the like, the floor shall be protected by plastic covers, carpet sections or other suitable protective materials.

Council Not Responsible for Articles Lost Damaged or Stolen

20. The hirer hereby indemnifies the Council, to an aggregate amount of twenty (20) million dollars, against any claim by any such person, firm or corporation in respect of any such thing. Any claim made under this clause is limited to loss or damage caused by the hirer and must be notified to the hirer within 30 days of the event. Any claims notified after this time will not be the responsibility of the hirer.

Insurance

21. 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 twenty (20) 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 which must be annexed to this agreement, and form part of the agreement.

Hirer to Indemnify Council Insurances

22. The hirer shall not do or neglect to do or permit to be done or left undone, anything that will affect the Gympie Regional Council's insurance policies relative to fire and public risk in connect with the building and the hirer hereby indemnifies the Council, to an aggregate amount of twenty (20) million dollars to the extent that such policies are affected through any such act or commission or omission.

Performing Rights

23. In the case of a dramatic or other performance or a concert, the hirer shall not produce or perform or permit to be produced or performed any dramatic or musical work in infringement of the copyright or performing rights of any owner of such right or rights and the hirer hereby indemnifies the Council, to an aggregate amount of twenty (20) million dollars against any claim for breach of copyright in connection therewith and caused by the hirer.

Smoke Free Building

24. Hirers shall be responsible to ensure that Building and immediate surrounds is utilised as a Smoke Free area as per the Tobacco and Other Smoking Products Act 1998.

Access to Building - People with a Disability

25. Hirers have a legal responsibility under the Disability Discrimination Act 1992 to ensure that persons using wheelchairs are able to enter their function. The hirer shall therefore be responsible to ensure that a fully accessible, convenient entrance is open and available to be used during the function

Cleaning and Stacking of Tables and Chairs

26. Hirers of the Kilkivan Public Hall and/or Goomeri Hall of Memory shall completely clean all tables and chairs and remove all empty drink containers from the building. Chairs must be stacked and stored. Cleared tables must be arranged along the walls in tables holders. Should a hirer not comply with the requirements of this condition of hire, the work will be carried out by the hall cleaners at the hirer's expense.

Police or Other Security Supervision

27. Hirers are required to maintain orderly conduct of their patrons at all times and to keep the volume of amplified music within a level not exceeding 105 decibels. Gympie Regional Council will notify relevant authorities (Police) of ALL functions with more than 50 anticipated guests. Should Council deem it necessary, hirers shall be required, at their cost, to provide Police supervision or such other security supervision as may be approved by the Chief Executive Officer.

Gympie Regional Council may require an additional payment, in an amount determined by the Council, for the provision of Police or other security supervision. This payment must be made in advance of the commencement of a booked event.

If the hirer fails to make the payment by the time required, the Council may cancel the booking and refund the booking fee to the hirer.

28. Payment of Bond

When required hirers of the Kilkivan Public Hall and/or Goomeri Hall of Memory for all licensed functions shall lodge a security deposit of an amount set by Council prior to their occupancy of the complex. Such bond shall be refundable only after satisfactory inspection of the building, all equipment and facilities.

29. Compliance with Public Health directions (COVID-19)

Hirers will ensure that their activity meets all public health directions and any additional requirements. Hirers will ensure that the group has access to hand sanitizer and disinfectant. Hirers will complete an environmental clean and complete the cleaning checklist provided by Council. Ensure all members of the group or gathering do not have any symptoms of COVID-19 or have been exposed to COVID-19 in the previous 14 days before the hire date. Hirers will ensure a complete and accurate attendance register is returned to Council.