

APPLICATION TO HIRE OR USE ARTHUR TITLEY CENTRE

This form is to be used when seeking approval to hire or use the Arthur Titley Centre, Mosman Street, Charters Towers.																				
Hire Areas	<input type="checkbox"/> Hall <input type="checkbox"/> Function Room <input type="checkbox"/> Bar (Liquor Licence required if selling alcohol) <input type="checkbox"/> Kitchen (Form F0281 must be completed and lodged)																			
Applicant Details	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 30%;">Full Name</td><td colspan="2"></td></tr> <tr><td>Company</td><td colspan="2"></td></tr> <tr><td>Postal Address</td><td colspan="2"></td></tr> <tr><td>Telephone</td><td>Home:</td><td>Mobile:</td></tr> <tr><td>Email</td><td colspan="2"></td></tr> </table>		Full Name			Company			Postal Address			Telephone	Home:	Mobile:	Email					
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Police Approval	<p>In the case of Licensed Functions (where alcohol is being served), this section must be completed by the Charters Towers Police Service.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 30%;">Name</td><td colspan="2"></td></tr> <tr><td>Telephone</td><td colspan="2"></td></tr> <tr> <td>Consent</td> <td colspan="2"> I hereby certify that the above applicant has notified the Charters Towers Police Service of this licensed function. Signature: </td> </tr> <tr><td>Date</td><td colspan="2"></td></tr> </table>		Name			Telephone			Consent	I hereby certify that the above applicant has notified the Charters Towers Police Service of this licensed function. Signature:		Date								
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Declaration	<p>I apply for an approval to hire and use the Arthur Titley Centre and declare as follows:-</p> <ol style="list-style-type: none"> 1. that the particulars provided above are correct in every detail; and, 2. that I have read the Terms and Conditions listed below on F0262 and accept all of the conditions associated with the hire of the facility as noted in this document. <p>Applicant's signature Date</p>
Security Deposit	<p>Bank Account Details for Refund Purposes:</p> <p>Account Name: _____ Bank Name: _____</p> <p>BSB No: _____ Account No: _____</p>

Office Use Only		
Hire Fee: \$	Security: \$	Receipt No:
Security Form Completed by CSO and Sent to Finance		<input type="checkbox"/> Yes
ECM Document Number:		
Manager Environmental Services notified		<input type="checkbox"/> Yes
Cleaner Notified		<input type="checkbox"/> Yes

APPROVAL		
<input type="checkbox"/> Form completed <input type="checkbox"/> Insurance confirmed <input type="checkbox"/> Date available and noted in Calendar <input type="checkbox"/> Insurance confirmed		
<input type="checkbox"/> APPROVED <input type="checkbox"/> Facilities Notified <input type="checkbox"/> Cleaner Notified		
<input type="checkbox"/> REFUSED – Please state reasons ----- ----- -----		
Officer Name:	Signature:	Date:

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SCHEDULE 2

Casual Hirer of Council Facilities Liability Insurance Acknowledgement and Declaration Form

Applicant Name	
Applicant Address	
<p>Acknowledge that Council has in place a Liability Insurance Cover with a \$2,000 Policy Deductible (Excess) and Limit of Indemnity of \$20,000,000 for Casual Hirers of Council facilities at no cost to the Casual Hirer.</p> <p>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.</p>	
<p>Casual Hirer Coverage: The Liability Insurance Policy cover is restricted to Hirers who can be described as non-commercial, not incorporated, not for profit and irregular users of Council facilities.</p> <p>Casual Hirers are further defined as third parties who hire Council facilities for no more than a total of ten (10) days over a twelve (12) month period.</p> <p>No cover is provided for incorporated bodies, sporting clubs or associations of any kind.</p> <p>I advise that upon reading this and having received independent advice (legal or otherwise) to satisfy my needs, I believe this definition extends to include myself in the circumstances I will be using the Council facility and I will avail myself of the cover.</p> <p>I understand and acknowledge that Council is not representing the insurer and/or myself in respect of this insurance and is not in a position to grant or confirm cover in my particular instance other than to confirm that the Liability Insurance policy is current.</p> <p>I understand that in the event of an incident occurring that could possibly result in a claim under this policy that I must advise Council as soon as possible thereafter so that guidance can be provided on the appropriate action to take to ensure the Insurer is advised in accordance with the Policy Conditions. I also understand that it will be my responsibility to pay the \$2,000 Policy Deductible (Excess).</p> <p>I also understand and acknowledge that if for some reason I may not be indemnified under this insurance that I would be personally liable for any claims arising out of my use of the facility.</p>	
Council Facility Name	
Date of Hire	
Signature	
Date	

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TERMS AND CONDITIONS OF HIRE

1. APPLICATION

An application to hire a Council venue or facility is made using the relevant Application Form. An application must be submitted to Council at least ten (10) days prior to the event either electronically, via post or in person. When an application is made by a person on behalf of an organisation, club or group of people, the person making the application warrants that he or she is authorised by the organisation, club or group of people to submit and sign the application on its or their behalf and to bind it or them to comply with these Terms and Conditions of Hire on its or their behalf. Proof of authorisation may be requested by Council.

2. REFUSAL TO GRANT HIRE

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.

3. SECURITY BOND

Unless otherwise endorsed by an appropriate Council Officer, a security bond shall be paid by the hirer prior to key collection as a guarantee of fulfilment of these conditions, and as security against damage to the building or any fittings and furnishings contained therein, and for any cleaning arranged by Council resulting from the hirer's use of the premises. The hirer shall be liable on demand by Council 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 or furniture therein or additional cleaning, the deposit will be returned within one (1) week of the use of the premises.

4. HIRE FEES

Hire fees shall be in accordance with Council's Fees and Charges Schedule and shall be payable one (1) week prior to the start date of the function.

5. KEY COLLECTION AND RETURN

The hirer must collect the keys directly from Council. The hirer must return the keys at the start of business hours on the first business day after the hire. Council may retain all or part of the security bond to replace any key and/or fob damaged or if any key is not returned – to replace the key or lock(s) relevant to the key.

6. PRE AND POST INSPECTION

The right to use the Council facility is conditional on the hirer undertaking a pre inspection of the facility for the purpose of:

- being apprised of Work Health and Safety issues pertaining to the premises;
- emergency evacuation process including known hazards;
- equipment and chattels operating requirements; and
- state of cleanliness and condition of the facility.

It is preferable if such inspections are undertaken jointly with Council Officers and the hirer. Contact should be made with Council Officers at least seven (7) days prior to the event to arrange a mutually convenient time to undertake such inspection.

7. MINIMUM BOOKING TIME

The minimum booking time for any facility is two (2) hours and the fee applicable will be based on a two (2) hour booking.

8. USE OF FACILITY AFTER ENGAGED TIME

If the area is not vacated by the nominated time, the hirer shall forfeit the entire bond.

9. CANCELLATION OF BOOKING

Any cancellation of a booking for the hire of the premises can be made at least 14 days prior to the date of the function with no additional charge. Any cancellation within 14 days of the date of the function may result in the hire fees being charged. Any cancellation within 24 hours prior to the date of the function will result in the hire fees being charged.

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10. PERMISSION TO OCCUPY

Council grants the hirer a non-exclusive licence to use the facility, or such part of the facility as specified in the Application Form, for the hire period, for the purposes detailed in the Application Form, on the terms set out in this agreement. If Council specifies different hire details in the Confirmation Letter, the Confirmation Letter will constitute an acceptance of the application. The facility must not be used for any purpose other than the use or purpose stated in the Confirmation Letter. Council has absolute discretion to prohibit access by the hirer to any part of the facility, including, for example, storerooms, kitchens and any portions of the facility which are being used by a third party. Council staff and contractors shall have access to the facility at all times. The hirer agrees that Council can hire the facility, or part of the facility, to another party on the same day, provided that the other hire will not, in Council's reasonable opinion, interfere with the hirer's use of the facility.

The right conferred on the hirer shall be a permission to occupy and shall not be construed as a tenancy. Nothing contained in these conditions shall confer on a regular hirer the right to exclusive possession and Council may at its discretion allow other individuals and groups to have casual use of the premises.

11. ASSIGNMENT

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

12. SETTING UP/PACKING UP

The hirer is responsible for setting up and clearing away all equipment and furniture to its original location. The set-up and pack-up time must be included in the hire period on the Application Form. All equipment, goods and other items brought into the facility by the hirer must be removed from the facility at the end of the hire.

13. NOISE LEVELS/AMPLIFICATION

All music (live or amplified) must cease by 11:30pm. Noise levels from any music, amplification and/or public address systems must not exceed 65dB(A). Noise emitted from the facility must not be louder than that of a normal conversation when heard at any adjoining buildings, businesses or residences. The hirer must ensure that the use of the facility does not cause any disturbance to the peace and quiet of the neighbourhood.

14. ACCESSING AND EXITING THE FACILITY

The hirer must not access or use any part of the facility prior to or beyond the hire period. The hire start date indicated on the Application Form is the date at which the first person will arrive at the facility to set up and the hire end date is the date that the last person will leave the facility. Any unauthorised access is prohibited. The hirer must ensure that all persons attending the facility must leave in a quiet and orderly manner at the end of the hire and that the venue is locked and secured.

For evening functions, all persons must vacate the facility and the surrounds of the facility by **12:00am midnight**.

15. RESPONSIBILITY AND SUPERVISION

The hirer must remain at the facility at all times during the hire period and must ensure that all children (under the age of 18) are supervised by parents and/or guardians at all times.

16. INSURANCE

The hirer shall take out and keep current, a liability insurance policy during the period of hire in a form approved by Council, insuring for a sum not less than 5 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 Council or the hirer or both arising out of or in relation to the hiring agreement.

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 Certificate of Currency which must be annexed to this agreement and form part of the agreement.

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17. INDEMNITY

The hirer agrees to indemnify, keep indemnified, and 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, or any of them, arising out of, or in relation to the hiring engagement.

18. INDEMNITY FOR INFRINGEMENT OF COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS

The hirer agrees to indemnify, keep indemnified and hold harmless, the Council against any action, claim, loss, damage, costs (including legal costs, on a full indemnity basis) or any other liability howsoever arising in relation to a breach of any copyright, performance right or any other industrial or intellectual or other protected right, by the Hirer, its invitees or any members of the public in any way in connection with the hirer's hire or use of the venue, any reproduction, recording, performance or adaptation of any musical, literary, or dramatic work in connection with the hirer's hire or use of the facility (whether before, during or after) the hire or any replication or publication of any work or material in any way connected to the hirer's hire or use of the venue or any event or performance held during the hire.

19. ACTS AND REGULATIONS

The hirer shall conform to the requirements of the Health Act, Local Government Act, Liquor 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.

20. SEATING CAPACITY

The maximum number of people permitted to occupy the Arthur Titley Centre being 500 people.

21. GAMBLING

No game of chance, at which either directly or indirectly money is passed as a prize, shall take place in any part of the premises, with the exception that this clause shall not prevent the hirer using the premises for games of Bingo or equivalent, providing relevant permits have been obtained.

22. THEFT

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 Council against any claim by any such person, firm or corporation in respect of such article or thing.

23. CONDITION OF VENUE

The hirer acknowledges and agrees that, unless the hirer demonstrates otherwise to the satisfaction of Council, the facility and all fixtures, fittings, equipment or items at the facility are deemed to be in good and clean condition and working order at the start of the hire.

24. GOOD ORDER

The hirer shall be responsible for the full observance of these conditions and for the maintenance and preservation of good order at the facility throughout the whole duration of the period of use. No spitting, obscene or insulting language, disorderly behaviour or damage to property shall be permitted in any part of the facility.

25. CLEANLINESS

The hirer is responsible for leaving the premises in a clean and tidy state, and shall immediately remove all rubbish, refuse and waste matter. Any cost incurred by Council in cleaning the premises resulting from the condition in which the hirer left the premises shall be recoverable from the hirer.

26. DAMAGES

The floors, walls, curtains or any other part of the facility or any fittings or furniture shall not be broken, pierced by nails or screws or in any other way damaged. The hirer shall accept full financial responsibility for damage to Council property except normal wear and tear.

27. PIANO

Where applicable, the Council Piano must not be moved from its location and no piano shall be brought into the building with the permission of Council. Any authorised movement of pianos shall be done under the supervision of a Council Officer. Upon the return of the piano to its original position, Council shall arrange for the retuning of the piano and the cost of such retuning shall be paid by the hirer.

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28. SMOKING

Smoking is not permitted in any Council facility.

29. LIQUOR

The sale of liquor on the premises is forbidden unless the hirer obtains a permit from the appropriate authority and the permit is produced to Council who shall make an endorsement on the application.

30. SMOKE MACHINES, CANDLES, FLAMES AND PYROTECHNICS

The hirer must ensure that no smoke machines, lit candles, naked flames of any kind, or any form of pyrotechnics are used at the facility or on the surrounding land. The hirer is liable for the cost of attendance by any emergency services at the facility in relation to any incident or alarm arising out of or connected to the use of an item prohibited by this condition. Any damage to any part of the facility or surrounding property that is caused directly or indirectly by the use of any item prohibited by this condition is also the responsibility of the hirer.

31. SAFETY

The hirer must ensure that the capacity of the facility is not exceeded at any time and that at all times, exits, doors, corridors and gateways are kept clear so that they can be immediately used in the event of an emergency.

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