

Showgrounds Hire Form

All sections must be completed on this form before submitting.

| Hirer Details | | | |
|---|-------|--|--|
| Hirer | | | |
| Billing Address | | | |
| Contact Name | | Position | |
| Contact Number | | Email | |
| ABN Number | | Not for Profit? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Community Grant | | | |
| Are you applying for a Community Grant that you intend to use for the hire of this venue? | | | |
| <input type="checkbox"/> No <input type="checkbox"/> Yes - Please visit our website to access the Community Grants Policy/Guidelines and Application to apply | | | |
| Type of Event / Function | | Is your event open to the Public | |
| | | <input type="checkbox"/> Yes – (add to Events Calendar) <input type="checkbox"/> No | |
| Event Information | | | |
| Event Date | | Total No. Days | |
| Date Required from | | Date Required to | |
| Start Time: | AM/PM | Finish Time: | AM/PM |
| Liquor licencing | | | |
| Will your event be serving Liquor? | | | |
| <input type="checkbox"/> Yes – please refer to https://secure.olgr.qld.gov.au/forms/clp <input type="checkbox"/> No | | | |
| <i>If you are intending to apply for a Community Liquor Permit in connection with this venue hire, Council approval is required. The application must be lodged at least 21 days prior to the first date of your event.</i> | | | |

Winton Shire Council Showgrounds – Inclusions

When you book the Showgrounds, the following facilities and features are included:

- Venue Access – Main arena, grounds, and agreed booked areas
- Power & Water – Access to available power outlets and water points
(power usage will be metered before and after hire; additional charges apply and are not included in hire fee)
- Toilets & Showers – Use of onsite amenities blocks
- Lighting – Standard lighting within venue and amenities areas
- Limited Chairs and Tables are provided with Hire
- Parking – General parking areas for vehicles



- Caretaker Support – Access to onsite caretaker for handover and assistance during booking period

| Area | QTY | Fee | Unit |
|--|-----|-----------------|-----------------------|
| Bond for Showgrounds Hire | | \$380.00 | per hire |
| Arena, bar and toilets – no entry charge | | \$253.00 | per day |
| Arena, bar and toilets – with entry charge | | \$485.00 | per day |
| Occasional hire for a local group | | \$206.00 | per day |
| Kitchen, bar, toilets and swab room – for external group | | \$289.00 | per day |
| Showgrounds hire – not for profit/charitable Community groups – No Waivers | | \$129.00 | per day |
| Entire Grounds | | \$768.00 | per day |
| Overflow Camping – Powered Site | | \$52.00 | per night per vehicle |
| Overflow Camping – Non-Powered Site | | \$46.00 | per night per vehicle |
| Occasional Camping – School Groups | | \$8.00 | per night per person |

| Additional Equipment Required for Hire – Please Indicate Item/s and Quantity | | | |
|--|-----|-----------------|--------------------------|
| Item | Qty | Fee | Unit |
| Equipment Hire Bond | | \$380.00 | per hire |
| Community Marquee Bond | | \$550.00 | Per hire |
| Chairs | | \$1.15 | Each per day |
| Portable Stages | | \$22.00 | each per day |
| PA System | | \$113.00 | each per day |
| Digital Projector | | \$146.00 | each per day |
| Crowd Control Bollards | | \$22.00 | each per day |
| Dry Bar Table | | \$6.00 | each per day |
| Dry Bar Covers | | \$6.00 | each per day |
| Chair Covers | | \$3.00 | each per day |
| Light Tower | | \$108.00 | each per day |
| Community Big Screen Bond | | \$515.00 | per hire |
| BBQ Trailer | | \$57.00 | per day |
| Equipment delivery charges | | \$80.00 | per hour or part thereof |

Any additional items required you can find on our Equipment Hire Form located on our website www.wintonshirecouncil.com.au



Please complete the checklist below

| Checklist | |
|--|--|
| Please check that you have completed / provided the following when submitting this form: | |
| <input type="checkbox"/> | All sections of the form have been completed |
| <input type="checkbox"/> | Copy of Certificate of Currency (Insurance) provided |
| | Bond been paid |
| Below Only if required | |
| <input type="checkbox"/> | Submitted Community Grant Application |
| <input type="checkbox"/> | Liquor Licence Submitted |

| Lodgement of Your Application | |
|-------------------------------|--|
| Mail | PO Box 288, WINTON QLD 4735 |
| Email | booking@winton.qld.gov.au Phone: 07 4657 2666 |
| In Person | Winton Shire Council Main Office 75 Vindex Street, WINTON QLD 4735 Monday Thursday: 8:30am – 5:00pm Friday: 8:30am – 4:30pm |

Agreement

I hereby acknowledge that I have read and understood the Terms and Conditions and agree to abide by them. I have authority to sign on behalf of the organisation designated as the hirer. I also acknowledge that the venue has been received in an acceptable condition and that it will be returned in the same condition.

| | | | |
|------------------|--|-------------|--|
| Signature | | | |
| Name | | Date | |



Office Use Only**Bookings Officer**

| Step | Completed (✓) | Date | Officer Name/Notes |
|--------------------------|---------------|------|--------------------|
| Booking Received | Yes / No | | |
| Availability Confirmed | Yes / No | | |
| Quote Sent & Accepted | Yes / No | | |
| Booking Reference Issued | Ref No.: | | |
| Bond Paid | Yes / No | | |

Department Responsibility

| Step | Completed (✓) | Date | Officer Name/Notes |
|-----------------------|---------------|------|--------------------|
| Entry Checklist | Yes / No | | |
| Equipment Delivered | Yes / No | | |
| Equipment Picked Up | Yes / No | | |
| Handover to Applicant | Yes / No | | |
| Exit Checklist | Yes / No | | |

Finance Department

| Step | Completed (✓) | Date | Officer Name/Notes |
|----------------------|---------------|------|--------------------|
| Final Invoice Issued | Yes / No | | |
| Bond Returned | Yes / No | | |



Terms & Conditions

Winton Shire Council (Council) grants the hire subject to the following conditions:

1. Application

- 1.1 The Council reserves the right to accept or refuse any applications.
- 1.2 The right to use Council's venues or equipment is subject to the Council receiving an application on the required form signed by the proposed Hirer undertaking to comply with these conditions.
- 1.3 If the proposed Hirer is a club, the application must include the undertaking by the President and/or the Secretary of the club or another authorised member of the Club's Management Committee.
- 1.4 No application will be accepted unless accompanied by the Bond.
- 1.5 A signed application is conclusive evidence that the Hirer accepts the Terms and Conditions.
- 1.6 All bookings (venue or equipment) must be made a minimum of two (2) weeks in advance.
- 1.7 The Hirer must be eighteen (18) years of age and over.

2. Authorised Contact Person

- 2.1 On placing a booking, an authorised person will be designated to be the contact for all correspondence between Council and the Hirer.
- 2.2 The authorised person will be responsible for collecting and returning keys and equipment, ensuring all fees are paid and equipment/venues are clean and undamaged.
- 2.3 The authorised person is to provide a contact phone number and address both inside and outside of normal office hours i.e. 9am-5pm.
- 2.4 Once nominated, the authorised person cannot transfer their responsibilities to another person without prior notification to Council, and provision of contact information for the new contact person.
- 2.5 When hiring venues, the authorised person is to ensure that areas not included on the hire agreement remain out of bounds and no guests enter these areas (eg. The dressing rooms behind the stage in the Shire Hall).

3. Assignment/Subletting

- 3.1 Hirers that are granted permission to use a Council venue or Council equipment, will not assign the right of use to any person, organisation or body.

4. Bonds & Hire Fees

- 4.1 A hire bond must be paid to the Council at the time of the application.
- 4.2 The Bookings Officer will issue a quote for the hire of the venue or equipment, this quote must be accepted by the hirer for the booking to be confirmed. All fees included are in accordance with Council's adopted Schedule of Fees and Charges.
- 4.3 On the completion of the hire period, and invoice will be issued to the Hirer, which must be paid within Council's trading terms.
- 4.4 If the Hirer fails to vacate or return the keys or equipment at the end of the hire period, or if the venue or equipment is left in an unsatisfactory conditions, the



Hirer will be liable for further hire fees calculated on a daily basis until the keys or equipment are returned and/or the venue is returned to a satisfactory condition.

- 4.5 Any costs, fees and expenses incurred by the Council for non payment of Hire Fees by the Hirer including but not limited to administrative costs, debt collection, agency fees and legal costs and expenses will be met by the Hirer.

5. Refusal to Grant Hire

- 5.1 It will be at the discretion of the Chief Executive Officer to refuse to grant the hire of a venue or equipment in any case and, notwithstanding that permission to hire the venue or equipment may have been granted or that these conditions may have been accepted and signed and the bond and fees paid, the Chief Executive Officer shall have the power to cancel such permission and direct the return of the bond and fees so paid. The Hirer hereby agrees in such case to accept the same and will be held to have consented to such cancellation and to have no claim at law or inequity for any loss or damage in consequence thereof.

6. Cancellation by the Hirer

- 6.1 The Hirer may cancel a booking by written notice to the Council before the first date of intended use stated on the application and prior to any use of the venue or equipment.
- 6.2 Fees paid for the venue or equipment will not be refunded if notice has not been provided to Council in regards to cancelling the booking prior to the first date of intended use.

7. Cancellation by Council

- 7.1 Council may cancel the booking by written notice to the Hirer before the first hire date if:
- 7.1.1 The Council becomes aware that any event, goods or services proposed to be held or provided by the hire is/are objectionable, dangerous, infringes any copyright or other intellectual property rights, is prohibited by law, or would be detrimental to the Council;
 - 7.1.2 The venue is required for Council functions or Municipal, State or Federal Elections;
 - 7.1.3 The hire fees and/or bond have not been paid;
 - 7.1.4 Repairs, alteration or addition to the venue or equipment are underway;
 - 7.1.5 The Hirer has not provided evidence of adequate insurance coverage.
- 7.2 The Council may cancel the booking without notice in the event of an emergency or it deemed necessary.
- 7.3 If Council cancels the booking without fault of the Hirer, Council will refund any amounts paid by the Hirer in relation to the booking.
- 7.4 The Council will not be liable for any loss or damage suffered as a consequence of exercising its right to cancel the booking under this clause.
- 7.5 Cancellation or termination of the booking for whatever reason will not affect any right which the Council may have recover money owing for the booking or to recover damages from the Hirer.



8. Cleaning

- 8.1 The Hirer agrees and acknowledges that the venue and/or equipment is in good repair and clean condition at the commencement of the hire period and must be returned to Council in the same state at the end of the hire period.
- 8.2 The Hirer is responsible for leaving a venue in a clean and tidy state, and shall remove all rubbish, and clean the toilets.
- 8.3 Any cost incurred by Council in cleaning the premises or equipment resulting from the condition in which the Hirer left it will be recoverable from the Hirer.
- 8.4 All cleaning and removal of all goods/equipment brought in by the Hirer must be completed within the hire period.

9. Damages

- 9.1 The Hirer will accept full financial responsibility for damage to Council property except for normal wear and tear.
- 9.2 Council reserves the right to charge for any breakages, damage or for missing items of furniture, fittings, plant and equipment during the hire period.

10. Smoking & Vaping

- 10.1 Smoking and vaping is prohibited at all of Council's indoor venues.
- 10.2 State Government on the spot fines apply.
- 10.3 Hirers must ensure that there is not smoking in prohibited areas during the event.
- 10.4 Failure to comply may result in forfeiture of the hire bond.

11. Liquor

- 11.1 The sale of liquor on the premises is forbidden unless the Hirer obtains a permit from the appropriate authority. The Hirer must be able to produce the permit when asked for it and/or the permit must be on display in accordance with relevant regulations.

12. Insurance

- 12.1 The Hirer must take out and keep current during the period of hire a liability insurance policy, insuring for a sum of no less than five (5) million dollars.
- 12.2 Proof of this policy must be by way of a Certificate of Currency which must be provided as part of the booking application.
- 12.3 Private hirers who do not hold Public Liability Insurance, acknowledge that they are personally responsible for any claims arising from the hire and agree to indemnify Winton Shire Council against any such claims.
- 12.4 Winton Shire Council does not insure events for personal or property damage.

13. Indemnity

- 13.1 The Hirer agrees to indemnify, and keep indemnified, and to hold harmless the Council, its servants and agents, and each of them from an 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.



14. Security

- 14.1 At events where alcohol is to be sold the Hirer must ensure security arrangements comply with Queensland Liquor Licensing Laws.
- 14.2 Council may cancel the booking if the Hirer fails to provide adequate security or evidence of current security licensing prior to the event.
- 14.3 If security is hired for an event, all security personnel must display appropriate licenses and security numbers at all times while performing their duties.

15. Obstructions & Safety

- 15.1 The Hirer will comply in every respect with legislation, Codes or Australian Standards with regards to public buildings for the prevention of overcrowding and obstruction of corridors, doorways or any part of the building. Any person causing an offence against such regulations will be removed from the building.
- 15.2 It is the responsibility of the Hirer to ensure that all Emergency Exits, Access Ramps and Stairways remain clear at all times.
- 15.3 The Hirer must review Fire and Evacuation Plans, report hazards or incidents and keep exits and firefighting equipment clear.

16. Showgrounds / Recreation Grounds

- 16.1 It is the responsibility of the Hirer to prepare facilities such as the racetrack, stables and arena surfaces to the standards needed for their event. This should be done in consultation with the Showgrounds Managers for the Showgrounds and Winton Shire Council for the Eric Lenton Memorial Recreation Grounds.

17. Theft

- 17.1 Neither the Council nor its servants will 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 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.

18. Determination

- 18.1 If the Hirer commits, permits or allows any breach or default in the performance and observation of any of these conditions the Council may terminate the permission to use the premises or equipment and the Hirer will immediately vacate the premises or return equipment and the hire bond will be forfeited to the Council.

19. Disputes

- 19.1 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 Chief Executive Officer thereon shall be final and conclusive.

20. Good Order

- 20.1 The Hirer will be responsible for the full observance of these conditions and for the maintenance and preservation of good order in the venue or use of equipment throughout the duration of the hire period.



20.2 No spitting, obscene or insulting language or disorderly behaviour or damage to property shall be permitted in any part of the building.

21. Pre-Inspection

21.1 Hirers must complete a pre-arranged inspection to confirm the venue or equipment is suitable for the intended use.

22. Unsafe Conditions

22.1 Should the Hirer consider any area, facility or equipment unsafe, they are to remove themselves from the site and contact Winton Shire Council immediately.

23. Return of Equipment

23.1 Hirers must return any hired equipment by 12 noon the day after the hire period has ended unless alternate arrangements have been made with and approved by Council.

23.2 If the event occurred over a weekend, equipment must be returned by 12 noon the Monday following the event unless alternate arrangements have been made with and approved by Council.

23.3 Failure to returned equipment on time will result in either forfeiture of bond or additional hire fees.

23.4 The Hirers are responsible for ensuring any and all equipment is returned in the condition it was hired out in.

23.5 The Hirer will be responsible for any damages to equipment during the hire period.

