



COMMUNITY FACILITIES

TERMS AND CONDITIONS OF HIRE

The following facilities are for hire under these terms and conditions:

Facility Name	Location	Booking
Andergrove Community Hall	Celeber Drive, Andergrove	1300 622 529
Bakers Creek Community Hall	Ivers Street, Bakers Creek	0439 704 909
Glenella Community Hall	Hill End Road, Glenella	0436 859 222
Mirani Community Hall	Caroline Street, Mirani	07 4959 1239
Northern Beaches Community Hall	Wallace Street, Bucasia	0488 744 992
Sarina Bob Wood Cultural Hall	Broad Street, Sarina	1300 622 529
Seaforth Community Hall	Prince Charles Avenue, Seaforth	0407 640 135
Slade Point Community Hall	Wren Street, Slade Point	0437 447 805
Tommy Webster Memorial Hall	Bold Street, Walkerston	0418 981 906

CONTENTS

INTRODUCTION

1. Agreements (Community Support)
2. Risk Management

TERMS AND CONDITIONS OF HIRE

1. Application
2. Refusal to Grant Hire
3. Cancellation of Booking
4. Indemnity
5. Facility Hire Fees
6. Security Bond (Refundable)
7. Insurance
8. Registered Keys or Security Access Cards
9. Fire Safety Regulations/Evacuation Plan
10. Use of Facility
11. Supervision / Gate Crashers
12. Cleanliness
13. Food Preparation /Catering/Alcohol
14. Storage
15. Entertainment/Performing Rights
16. Theft
17. Damages
18. Disputes

FACT SHEET

PAGE 10 - General Community Facilities Information

INTERNAL OPERATING GUIDELINE

PAGE 11 - Insurance Requirements for Hire of Mackay Regional Council Facilities

ATTACHMENTS

PAGE 12 - Application for Facility Hire

PAGE 13 - Casual Hire of Mackay Regional Council Facility (Liability Insurance Acknowledgement and Declaration Form)

PAGE 14 - Regular Hire or Hire Outside Council's Casual Hire Policy of Mackay Regional Council Facility



INTRODUCTION

Agreements and Risk Management

1. AGREEMENTS

The hiring of Mackay Regional Council (MRC) facilities will be based on a standardised application/agreement process. The conditions of hire will accompany the application form provided to the prospective applicant, and these conditions will be formally acknowledged and signed-off by the applicant as being read and agreed.

Under no circumstances will the hire of a Mackay Regional Council Community Facility be allowed without a formal signed agreement.

All applicants must sign Attachment 1 - Application for Hire form and attached either of the following:

Casual Hire – sign Attachment 2 (*Casual Hire of MRC Facility Liability Insurance Acknowledgement and Declaration Form*); or

Regular Hire – sign Attachment 3 and attach a printed copy of “Public Liability Certificate of Currency”.

If you have previously hired any community facility/hall and it was subsequently damaged, left unclean, or an incident occurred, any future hire will be refused.

NOTE: The hire and use of MRC Facilities are subject to Federal and State Government directives, in particular any restrictions mandated to ensure the health and wellbeing of the community. The hirer must make themselves aware of and adhere to all the legislative requirements associated with their hired use of the venue.

Community Support

Mackay Regional Council provides scope for Inkind Assistance to waiver the hire fees only to not-for-profit community groups. This assistance is provided to eligible groups to access Council’s physical resources in order to support the local community in our region. To apply for Inkind Assistance you must complete and submit an Inkind Assistance Request Form. For further information please contact Customer Service on 1300 MACKAY (1300 622 529) or obtain a copy from Council’s website.

If Inkind Assistance is granted, endorsement must be provided to the Hall Manager to verify the booking. The refundable bond **must still be paid by the hirer** if granted Inkind Assistance. The hirer is still liable for any damage, which cannot be waived.

2. RISK MANAGEMENT

All Community Facility Managers are to assess hiring applications and ensure that appropriate insurance and indemnity requirements are met before facility use is approved.

If the facility is being hired for an event/show/entertainment, an “**Event Planner**” form/information must be completed and submitted prior to any approved hire. A tentative booking may be made while this information is being sought. The Event Planner Form can be provided on request.



TERMS AND CONDITIONS OF HIRE

Community Facilities

The Council grants the hire of facilities subject to the following conditions:

1. APPLICATION

The right to use the facility is subject to the Council receiving an application for hire in the required form signed by the hirer undertaking to comply with these conditions.

You must be over the legal age of 18 years of age prior to signing the Application for Hire form and on signing this legal form, you acknowledge that you have read and will abide by these Terms and Conditions and you are fully responsible for any damages or litigation that may occur during your hire of the facility.

The type/purpose for the hire must be clearly identified to the Facility Manager. If you mislead the Facility Manager your hire can be refused (refer Item 2). If the proposed hirer is a club the application must include the personal undertaking by the president & secretary of the club.

The hirer shall only be entitled to the use of the **particular part or parts of the building** hired on the date set out in the application form. Areas locked or not available for hire are classified as prohibited areas and not to be entered or used in any way. Council reserves the right to permit any other portion of the building to be hired at the same time.

The hirer shall not sub-let the facility or transfer the hiring to another.

No access is permitted outside the start hire & end hire times detailed on your application for hire (set-up hours and clean-up hours must be included in your hours hired. This is a legal liability acknowledgement of approved entry/access)

2. REFUSAL TO GRANT HIRE

It shall be at the discretion of the Manager Property Services or his/her representative (Facility Manager) to refuse to grant the hire of a facility in any case and notwithstanding that permission to hire the premises may have been granted or that these conditions may have been accepted, signed and fees/deposit paid.

The Manager Property Services or his/her representative 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.

If you have previously hired any community facility/hall and it was subsequently damaged, left unclean, an incident occurred or entry was gained outside of the hire times and days as detailed on the Application for Hire, any future hire or use will be refused.

3. CANCELLATION OF BOOKING

Any cancellation of a booking for the hire of the facility shall be made at least fourteen (14) days prior to the date of the function. Any cancellation within fourteen (14) days prior to the date of the function or a "no show" will result in a cancellation fee of full hired amount, less refundable bond of facility hire being levied.

4. INDEMNITY

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

5. FACILITY HIRE FEES

Information can be found on Mackay Regional Council's website:

https://www.mackay.qld.gov.au/facilities/spaces/community_halls

Hire Fees shall be in accordance with Council's Fees & Charges schedule adopted every financial year, which is subject to change as determined by Council (refer MRC website for current fees & charges) and shall be payable twenty-one (21) days prior to the date of the function. Council's Independent Hall Managers only accept cash or cheque. Credit Card payment is available and must be discussed with the Hall Manager. (refer: Item 3 for cancellation of booking) If Inkind Assistance has been granted, a copy must be provided to the Hall Manager.

6. SECURITY BOND (REFUNDABLE)

Security bonds apply to all hirers. The refundable security bond shall be paid by the hirer twenty-one (21) days prior to the facility booking as a guarantee of fulfilment of these conditions and as security against any damage, repair or cleaning. The Hall Manager will deposit/receipt the money to Mackay Regional Council to be placed in trust account. If there is no breach of the conditions the security bond will be refunded within fourteen (14) days of the use of the premises by Mackay Regional Council. Note: Application for Inkind Assistance does not waiver deposit of a security bond.

If the facility is damaged, items lost or requires cleaning by the Council resulting from the hire of the premises, your bond will not be refunded. **Important: If the cost exceeds the bond, the hirer shall be liable to pay any further amounts in excess of the bond to meet the full cost.**

7. INSURANCE

Regular hirers (*more than twelve days hire over a twelve month period*) or a hire where the activities conducted fall within the list detailed on Page 11, the hirer shall take out and keep current during the period of hire a "Certificate of Currency" public liability insurance policy for a sum of not less than twenty (20) million dollars.

Proof of this policy must be by way of Certificate of Currency, which must be printed and attached to the application for hire forms as part of the agreement.

8. REGISTERED KEYS OR SECURITY ACCESS CARDS

The hirer must collect and return registered hall keys or security access cards (*as applicable to the hall*) at times pre-arranged with the Hall Manager.

Keys - must be returned on time, to allow the next following hire of the facility. If keys are not returned on time, the hirer may be charged further hire fees.

- Keys are NOT available to long term hirers on a permanent basis.
- Keys are registered and CANNOT be copied.
- Keys are NOT permitted to be passed onto other hirers/users of the facility.

If the registered key is lost and unable to be found within a reasonable time the hirer will be liable to pay the full cost to rekey the entire hall/centre (*this includes new barrel locks and costs to cut new registered keys for the entire building*). If your bond held in trust does not cover the full cost, you will be required to pay the difference.

Security Access Card (SAC) – must be returned to the Hall Manager. SAC's are chipped to control access and are monitored for security purposes. If you lose a security card it must be reported immediately to the Hall Manager for deactivation and your bond held in trust will not be refunded (bonds held will be costed to voiding the card, purchase of a new chipped card and reactivation of a new card). If you are a regular hirer you must deposit a new bond to continue your hire.

9. FIRE SAFETY REGULATIONS/EMERGENCY PLAN

The hirer (occupier) is responsible for the safety of guests attending their hired event/function and should familiarise themselves with the Fire and Evacuation Plan located on site. The *Building Fire Safety Regulations 2008* must be enforced. The hirer is responsible for/but not limited to, the following:

- **Must** familiarise themselves and their guests with the Evacuation Diagrams which are located on the walls within the facility and the location of the Emergency Plan (notice board)
- Familiarise themselves with the location of prescribed fire safety equipment within the facility (instructions for use are detailed on all pieces of portable fire equipment)
- Familiarise themselves with the location of all emergency exits in the facility and be capable of alerting and directing guests to these fire exits. The hirer shall ensure occupants of the building exit directly to the assembly area.
- The hirer is responsible on arrival of their attendees to their event/function, as a formal introduction to the function, advise all attendees of the locations of emergency exits, fire equipment, evacuation assembly area and location of amenities and any disabled services as applicable to the facility.
- Ensure doors in the evacuation route are not locked and free from obstruction at all times.
- Ensure all persons remain at the assembly area until further advice is given by Emergency Services.
- Contact **Fire Services on "000"** immediately

Emergency contact for building faults, service faults or damage:

1300 622 529 - Mackay Regional Council (24/7)

10. USE OF FACILITY

The hire and use of MRC Facilities are subject to Federal and State Government directives, in particular any restrictions mandated to ensure the health and wellbeing of the community. The hirer must make themselves aware of all legislative requirements associated with their use of the facility.

Hire of the facility shall not commence prior to the "Start Time" as stated on the Application for Hire and shall vacate as per the "End Time" (once a hirer enters a hall they commence their hire, which includes hiring the night before to set up and/or hire morning after – as the hall cannot be hired by another person if set up for a function – hire commences on set up to clean and exit time) Note: the entire bond shall be forfeited if the hirer fails to vacate the facility by the "End Time" or trespasses prior to the start time (Refer 2. Refusal to Grant Hire).

Hire of the hall is not permitted after **12.00pm (midnight)**.

Community facilities are located within residential areas and consideration must be given by people using and vacating the area to the residents who live nearby in regard to minimising noise and unruly behaviour. The hirer is accountable to Qld Police Service if complaints are received.

Closing and cleaning the facility/hall must be discussed with the Facility Manager, including return of facility keys. Hirers are required to lock and secure all doors & windows prior to vacating the premises.

Hirers using facilities fitted with security systems will be instructed on how to operate the system prior to their event. The hirer must ensure that security systems are de-activated prior to entry and that the facility is empty prior to re-activating the system.

Other important information:

- 10.1 First aid kits are not supplied at any facility.
- 10.2 The following is not permitted:
 - a) No animals
 - b) No smoking, flammable material, or naked flames within the facility
 - c) No helium balloons (*e.g. fire risk and damage to ceiling fans*)
 - d) No confetti or throwing of rice, or glitter type of products
- 10.3 The use of the following incur “extra” fees:
 - a) Cold Room and/or Bar (if available)
 - b) P.A System & Microphones (if available)
- 10.4 All electrical equipment brought in for use at any facility must be in good condition and must have a current **Electrical Test Tag (AS 3760)**.
- 10.5 Use of furniture: Items removed from storage MUST be returned clean and neatly restacked (over-stacking chairs is not permitted). Where available, trolleys must be used to move furniture. They must be carried and NOT dragged across the wooden floor. (Refer Item 6 if the wooden floor is damaged).
- 10.6 Glenella Community Hall is not suitable for tabled functions on the wooden sprung floor. Further information to be provided by the Facility Manager.
- 10.7 Waste and wheelie bins must be discussed with the Facility Manager. Any waste not able to fit into the allocated bin must be removed by the hirer. **DO NOT** place bags of rubbish on the ground adjacent to the bin. Your bond held in trust will not be refunded if you fail to remove your waste.
- 10.8 No signs, notices, advertisement or decorations of any kind shall be erected on the building or affixed to the walls, doors or any other portion of the building without prior consent of the Facility Manager.
- 10.9 The building or any fittings or furniture shall not be broken, pierced by nails/screws, peeled or scared or in any way damaged. (No adhesive/sticky tape is to be used on walls or doors)
- 10.10 Camping is prohibited at all Community Facilities and any vacant land, sporting ovals, parks and recreational areas adjacent to any facility are not for hire under these terms & conditions.

11. SUPERVISION / GATE CRASHERS

No facility will be hired unless **suitable adult supervision is present at all times during the hired period**. The hirer is responsible for the hire and is accountable for any person’s actions/damage during the hire period. Control and supervision is mandatory and needs to be planned and organised by the hirer. The hirer must disclose what planned supervision has been organised to mitigate risks. If the hirer cannot provide information, hire of the facility can be refused (refer Item 6) or requested to register your function with **Queensland Police Service – Party Safe Program**.

The capacity of the facility **MUST NOT** be exceeded (capacity limits are set by Fire Service Regulations and to ensure facilities systems do not overflow). If the capacity is exceeded the hirer must end the event, arrange for guests to vacate the facility, secure the building and call Qld Police as a duty of care.

The hirer, as signed on the “Application for Hire” is accountable to Qld Police, Fire or Ambulance if they attend.

12. CLEANLINESS

The hirer is responsible for leaving the premises clean/tidy on vacating the facility by the time detailed on the application for hire, as another hirer may commence following your hire. It is not permitted to return to clean or pick up items.

- Cleaning the floor must be discussed with the Facility Manager. Brooms and mops are supplied. If the floor is to be washed use warm water.
- Tables & chairs must be cleaned before returning to storage (refer 10.5)
- Cleaning the kitchen must be discussed with the Facility Manager e.g. sink/benches, stoves/ovens, fridges, etc. If you have not used the kitchen, you must check the area to ensure your guests have not entered and used the kitchen.
- All rubbish is to be removed from within the facility and placed in external wheelie bins supplied (including waste bins in toilets and ensure all cisterns flushed).
- The hirer is responsible for leaving the external areas clean, including gardens, lawn, car park etc must be left in the same condition as prior to the hire.

Your bond held in trust will not be refunded if Council incurs costs to clean the **internal** or **external** premises resulting from the condition in which the hirer left the premises.

13. FOOD PREPARATION / CATERING / ALCOHOL

Hirers utilising a Catering Service for an event at a Council Facility must ensure that the caterers have their own insurance cover, as this activity is not covered by Council's Public Liability Insurance.

Any additional cooking equipment that the hirer is intending to bring to the event for the preparation of food must be discussed and approved by the Facility Manager.

Hirers are advised that the following are not permitted at any Council Facility:

- Open fires or wood BBQ's; and
- Traditional Hangi's and Kup murri's

Hirers wishing to utilise the premises for the preparation of food for sale, must obtain the appropriate approvals as required by the *Food Act 2006*.

The sale of liquor on the premises is not permitted.

14. STORAGE

Storage availability is not included in the "Application for Hire" and must be discussed with the Facility (Hall) Manager. Storage of any goods/equipment at the facility is undertaken at the owner's own risk. Council does not accept responsibility or liability for theft or damage to items stored in or left at the facility. It is recommended that users seek their own insurance cover for such items.

The hirer is required to remove all goods/equipment stored at the hall immediately on ceasing to hire the hall or if requested by Council for their removal. The hirer's bond will not be refunded until all items have been removed. In the event that the hirer fails to meet these conditions, Council will:

- Provide a written notice to the Hirer requesting the removal of the items within 30 days from the date of the written notice.
- If the hirer again defaults on the collection of the items, Council will dispose of the items by either general waste disposal or giving the items to charity.
- The hirer will default on the return of the bond which will be used to recover the costs of removing and disposing of the hirer's goods and/or equipment.

Important: Community Facilities are not storage facilities. Hirers/Users should bring their items to the facility and remove them from the facility after each hire. Hirers must on receiving a request by Council or the Hall Manager, remove their items from the hall for pest treatment, repair/maintenance to the area or if the area is being repurposed. Failure to do so may result in "Refusal to Grant Hire" (item 2)

15. ENTERTAINMENT/PERFORMING RIGHTS

The Manager Property Services or his/her representative may require the hirer to submit for approval the subject and programme for any entertainment or lecture prior to the use of the premises. Roller blades, skating, jumping castles, marquee's, construction of boxing rings or similar types of activities or entertainment are NOT PERMITTED at any of Councils facilities, including any type of animal show, exhibition or event.

Important: Services are located in the ground around the facility. It is not permitted to strike/hit any objects into the ground (example: poles, tent pegs, star pickets etc)

If the facility is being hired for a large event/show/entertainment, an "Event Planner" form/information must be completed. The form can be provided on request.

16. THEFT

Neither the Council nor its servants shall be liable for any loss or damage sustained by the hirer or any person. The hirer hereby indemnifies the Council against any claim by any such person, firm or corporation in respect of any article or thing being lost, damaged or stolen.

17. DAMAGES

The hirer shall accept full financial responsibility for damage to Council property except for normal wear and tear.

Reporting of Maintenance / Breakdown Issues:

If damage or a building fault occurs during the hire e.g. water, sewerage or electricity; **contact Council immediately on [1300 622 529](tel:1300622529) (On-Call Service 24/7)**

If there have been any incidents during your hire or any repair or maintenance issues, please report these to the Hall Manager on return of the keys or security card.

18. DISPUTES

In the event of any dispute or difference arising during the hire period, or as to the interpretation of these conditions, or of any matter or thing contained therein the decision of the Manager Property Services thereon shall be final and conclusive.

Disputes must be received in writing to:

Mackay Regional Council
Attention: Manager Property Services
PO Box 41
MACKAY QLD 4740

The hire and use of MRC Facilities are subject to Federal and State Government directives, in particular any restrictions mandated to ensure the health and wellbeing of the community. The hirer must make themselves aware of and adhere to any legislative requirements associated with their hired use of the facility.

- Chairs available can vary due to repair and replacement
- Contact the Hall Manager for information on the availability of tables
- Capacity limits are set to Fire Service Regulations and the facilities service (*sewage*) capacity

COMMUNITY FACILITIES MANAGED BY MACKAY REGIONAL COUNCIL

Facility Name	Booking Contact #	Facility Capacity	Chairs Available	Function Area
Andergrove Community Hall <i>Address: 80-84 Celeber Drive, Andergrove</i>	1300 622 529	200	200	250m ²
Sarina Bob Wood Cultural Hall <i>Address: 63 Broad Street, Sarina</i>	1300 622 529	400	300	480m ²

COMMUNITY FACILITIES MANAGED BY INDEPENDENT HALL MANAGERS

Facility Name	Booking Contact #	Facility Capacity	Chairs Available	Function Area
Bakers Creek Community Hall <i>Address: 2 Ivers Street, Bakers Creek</i>	0439 704 909	150	150	180m ²
Glenella Community Hall <i>Address: 15 Hill End Road, Glenella</i>	0436 859 222	80	N/A	160m ²
Mirani Community Hall <i>Address: 1 Caroline Street, Mirani</i>	07 4959 1239	100	90	180m ²
Northern Beaches Community Hall <i>Address: 24 Wallace Street, Bucasia</i>	0488 744 992	200	200	285m ²
Seaforth Community Hall <i>Address: 3-9 Prince Charles Av, Seaforth</i>	0407 640 135	150	100	250m ²
Slade Point Community Hall <i>Address: 4 Wren Street, Slade Point</i>	0437 447 805	150	150	235m ²
Tommy Webster Memorial Hall <i>Address: 22 Bold Street, Walkerston</i>	0418 981 906	200	200	280m ²

Insurance Requirements for Hire of a Mackay Regional Council Facility

Mackay Regional Council (MRC) has in place a Casual Hirers' Liability Cover" which provides liability cover with a Limit of Indemnity of \$20,000,000.00 (subject to change at direction of MRC insurer). The policy excess of a properly made and accepted claim is \$2,000.

The Casual Hirers Liability Cover is restricted to Casual Hirers who can be described as non-commercial, not incorporated, not for profit and occasional users of a MRC Facility who hire a MRC Facility for no more than 12 times per financial year.

It is the Casual Hirer's responsibility to report any incident to the Facility Manager (if applicable) or Mackay Regional Council. Should it be determined following the investigation of the matter that the incident was as a result of negligence or wilful conduct by the Hirer of the facility (as signed on the "Application for Hire") will be responsible for the payment of any damage up to the excess amount of any properly made and accepted claim or full costs of damages where costs are limited and/or where any claim is denied, as determined by MRC.

SCHEDULE 1: Examples of Casual Hirers activities covered by MRC "Casual Hirers' Liability Cover":

- Small casual meetings
- Social get togethers
- Parties i.e. Birthday, Engagement
- Functions i.e. Weddings, Reunions, Memorial/Wake

(Note - if caterers are attending your function, this activity is not covered by MRC Casual Hirers Liability Cover and they must provide their own insurance. No cover is provided for users deemed as Uninsured Hirers; these being incorporated bodies, sporting clubs or associations of any kind.

SCHEDULE 2: Examples of Uninsured Hirer activities not covered by MRC Casual Hirers Liability Cover:

- Meetings/Rallies etc ***(If a club or association is incorporated they are required to have their own insurance regardless of how many casual hires are conducted)***
- Associations and Clubs (including not-for-profit organisations)
- Events involving community gatherings to conduct activities e.g. fetes/demonstrations, coaching/training, competitions, dance nights/music festivals, school events or any activity that engages a degree of inherent risk.
- Any type of indoor sport or similar activity that involve a degree of inherent risk.
- Health and Fitness Groups, i.e. Yoga, Tai Chi, Weight Loss, Catering/Food prep etc
- Dancing Groups/Lessons
- Childcare, Playgroups and Craft group activities.
- Church Groups
- Music Lessons
- Karate/Tae Kwon Do/Gymnastic Groups
- Displays/Demonstrations, i.e. where entrance fee is or is not charged
- Conferences and Workshops

An "Event Planner" will be provided by the Hall Manager to request further information *(if applicable)*



Application for Hire of Mackay Regional Council Facility

PRIVACY DISCLAIMER

Mackay Regional Council is collecting your personal information in order to process your application. This information will only be disclosed to any other third party with your written authorisation or as we are required to by law

DATE OF APPLICATION	
SURNAME	
GIVEN NAMES	
CLUB / ORGANISATION	
ADDRESS	
TELEPHONE / MOBILE	
EMAIL ADDRESS	

I, the above stated hirer, hereby make application for the hire of Mackay Regional Council's Facility for the day/s and the time/s specified in the Schedule below.

I acknowledge having received and read a copy of the **'Community Facilities Terms and Conditions of Hire'** and undertake to be bound by and comply with these Conditions in every respect, including any legislative or health directives imposed by the State Government and Fire Safety Regulations (item 9). I do agree to be responsible for any damage to the facility, furniture etc and grounds. If the stated bond deposit does not cover any damage or cleaning necessary, I will be required to pay the difference. If, the post function inspection reveals that the facility is undamaged, clean, and all furniture stacked neatly and correctly away, I will receive a refund of the bond deposit. I further undertake to be responsible for ensuring that all individuals entering the premises shall comply with the Conditions.

HIRER'S SIGNATURE		DATE
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You must be over the age of eighteen (18) years of age when signing this application form. On signing this legal form, you acknowledge full responsibility for any litigation or damage that may occur during your hire of the facility.

TYPE OF HIRE	<input type="checkbox"/> Casual Hire <small>(<12 times per/year - Complete Attachment 2)</small>	<input type="checkbox"/> Regular Hire or Hire Outside Council's Casual Hire Policy <small>(Certificate of Currency required - Complete Attachment 3)</small>
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CASUAL HIRE SCHEDULE							
NAME OF FACILITY							
HIRE DESCRIPTION							
DATE(S) OF HIRE		START TIME		END TIME		Hire Cost <small>Hall Manager to complete</small>	\$
+ Hire night before (if available)	<input type="checkbox"/> YES	Date: __/__/__	START TIME	END TIME		Hire Cost <small>Hall Manager to complete</small>	\$
+ Hire morning after (if available)	<input type="checkbox"/> YES	Date: __/__/__	START TIME	END TIME		Hire Cost <small>Hall Manager to complete</small>	\$
NUMBER OF GUESTS				Refundable Security Bond Amount		\$

HALL MANAGERS USE ONLY			
TOTAL HIRE FEE	\$	Receipt No.	Date:
SECURITY BOND FEE	\$	Receipt No.	Date:
HALL MANAGER'S SIGNATURE			Date:



Casual Hire of Mackay Regional Council Facility Liability Insurance Acknowledgement and Declaration Form

Application for Facility Hire (Attachment 1) must be completed with this form

Complete, sign and give to Facility Manager

I, _____
(Hirer's Name)

of _____
(Address)

acknowledge that Mackay Regional Council has in place a Casual Hirers Liability Cover with a \$2,000 Policy Deductible (Excess) on properly made and accepted claims and Limit of Indemnity of \$20,000,000 for Casual Hirers of a Mackay Regional Council facilities.

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.

Casual Hirer Coverage:

The Policy cover is restricted to hirers who can be described as non-commercial, not incorporated, not for profit and irregular users of Mackay Regional Council Facility.

Casual hirers are further defined as third parties who hire a Mackay Regional Council Facility for no more than 12 times per financial year. No cover is provided for incorporated bodies, sporting clubs or associations of any kind, including activities identified in Schedule 2.

I acknowledge that:

- I confirm that I have the right to obtain independent advice (legal or otherwise) and that my circumstances are covered by the abovementioned definition.
- Mackay Regional 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.
- In the event of an incident occurring that could possibly result in a claim under this Policy, that I must advise Mackay Regional 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 excess of any properly made and accepted claim or full costs of damages where costs are limited and/or where any claim is denied, as determined by MRC (please refer to attached fact sheet for more information).
- If for some reason I may not be indemnified under this Insurance Policy, that I would be personally liable for any claims arising out of my use of this facility.
- I confirm that the information detailed in the “**Application for Hire**” (Attachment 1) is correct and forms part of this “Liability Insurance Acknowledgement and Declaration Form”.

HIRER'S SIGNATURE

DATE

You must be over the age of eighteen (18) years of age when signing this application form. On signing this legal form, you acknowledge full responsibility for any litigation or damage that may occur during your hire of the facility

HALL MANAGER SIGNATURE

DATE

Privacy Disclaimer

Mackay Regional Council values the privacy of an individual's personal information and will take all reasonable steps to protect the information it collects, stores and uses about all individuals who provide personal information to Mackay Regional Council. Personal information will not be disclosed to third parties, other than Mackay Regional Council's Debt Collectors and Insurance Company, without your consent or unless required by law.

Notes:

1. The Insurance Policy wording is held by Mackay Regional Council and is available for perusal at the Mackay Regional Council Administration Building.
2. Mackay Regional Council strongly recommends that you seek professional independent advice before deciding to avail yourself of this Insurance Cover.



Regular Hire or Hire Outside Council’s Casual Hire Policy of Mackay Regional Council Facility

Application for Facility Hire (Attachment 1) must also be completed with this form

PRIVACY DISCLAIMER

Mackay Regional Council is collecting your personal information in order to process your application. This information will only be disclosed to any other third party with your written authorisation or as we are required to by law

SURNAME	
GIVEN NAMES	
CLUB / ORGANISATION	
ABN (if applicable)	
TELEPHONE / MOBILE	
ADDRESS	
EMAIL ADDRESS	
TYPE OF HIRE	
PUBLIC LIABILITY INSURANCE	<input type="checkbox"/> YES printed copy of the Certificate of Currency must be stapled to this form (No hire is available without a copy of your current Certificate of Currency)
HIRE SCHEDULE	<input type="checkbox"/> DAILY <input type="checkbox"/> WEEKLY <input type="checkbox"/> MONTHLY
➤ DAYS	<input type="checkbox"/> Monday <input type="checkbox"/> Tuesday <input type="checkbox"/> Wednesday <input type="checkbox"/> Thursday <input type="checkbox"/> Friday <input type="checkbox"/> Saturday <input type="checkbox"/> Sunday
➤ HOURS	START HIRE END HIRE
CASUAL HIRE OUTSIDE COUNCIL’S CASUAL HIRE POLICY (PAGE 3, PAGE 5 & PAGE 11)	<input type="checkbox"/> NO <input type="checkbox"/> YES DATE: START HIRE TIME..... END HIRE TIME..... <input type="checkbox"/> COMPLETE AN “EVENT PLANNER INFORMATION FORM” (IF APPLICABLE)

I, the above stated hirer, hereby make application for the Regular Hire or Hire Outside Council’s Casual Hire Policy of a Mackay Regional Council (MRC) Facility, e.g. *hire not covered by MRC Casual Hirers Liability Cover*.

I acknowledge having received and read a copy of the ‘Terms and Conditions of Hire’ and undertake to be bound by and comply with these Conditions in every respect, including any legislative or health directives imposed by the State Government and Fire Safety Regulations (item 9).

I do agree to be responsible for any damage to the facility, furniture etc and grounds and have given a **copy of my/our current \$20,000,000.00** (subject to change at request of MRC Insurers) **Public Liability Insurance (Certificate of Currency)** to the Facility Manager (refer: Terms & Conditions of Hire, Insurance Requirements for Hire of a MRC Facility).

I further undertake to be responsible for ensuring that all individuals attending my hire or using the premises in association with this application shall comply with the Terms & Conditions. **(NB: The hire must cease at the times indicated and keys returned asap, if keys are not returned on time, you will be required to pay for extra hours of hire).**

Regular Hire Bonds are held in trust for the financial year it was deposited (12 months only) and refunded.

Hire Fees will be record by the Facility Manager and are required to be paid **in advance**. Council will not accept hire of any facility without prior payment.

I acknowledge that at the end of every year I will complete a new Application for Hire and will re-read the “Terms & Conditions of Hire” to ensure I abide by any changes that may have occurred.

HIRER’S SIGNATURE	DATE
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You must be over the age of eighteen (18) years of age when signing this application form. On signing this legal form, you acknowledge full responsibility for any litigation or damage that may occur during your hire of the facility

HALL MANAGERS USE ONLY	
HIRE FEE:	\$
SECURITY BOND FEE	\$ Receipt No. Date
HALL MANAGERS SIGNATURE Date