

**HIRE APPLICATION**  
**TRAINING ROOM**  
**BOARDROOM**  
**COUNCILLORS ROOM**

Name of Hirer: \_\_\_\_\_

Authorised contact person: \_\_\_\_\_

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

Phone Number: (Hm) \_\_\_\_\_ (Wk) \_\_\_\_\_ (Mob) \_\_\_\_\_

Dates Required: From \_\_\_\_\_ To \_\_\_\_\_

Times Required: From \_\_\_\_\_ To: \_\_\_\_\_

Venue	GL Codes	Fees & Charges	No. of days	Total Payable
<b><u>TRAINING ROOM</u></b>	6203-1435-0000	\$60.00		
<b><u>BOARDROOM</u></b>	6203-1435-0000	\$60.00		
<b><u>COUNCILLORS ROOM</u></b>	6203-1435-0000	\$60.00		

**TERMS AND CONDITIONS**

I, being the authorised contact person representing the Hirer as set out above, hereby make application for the premises set out in the Schedule to this application for the day and the times specified in the Schedule and I acknowledge having received and read a copy of the Conditions of Hire and undertake to be bound by and comply with these Conditions in every respect and I further undertake to be responsible for ensuring that all individuals or groups using the premises in association with this application shall comply with the Conditions.

I am also aware that any changes to the above booking must be requested in writing, to the Chief Executive Officer, Johnstone Shire Council, PO Box 887, INNISFAIL QLD 4860.

I have inspected the premises and acknowledge they will be suitable for the intended use.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

# **CONDITIONS OF HIRE**

## **1. ACTS AND REGULATIONS**

The hirer shall conform to the requirements of the Health Act, Local Government Act, any Local Law or Regulation made hereunder, 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

## **2. APPLICATION**

2.1 The Council reserves the right to accept or refuse any applications.

2.2 The right to use the venue is subject to the Council receiving an application on the required form signed by the proposed hirer undertaking to comply with these conditions.

2.3 If the proposed hirer is a club the application must include the personal undertaking by the president and secretary of the club.

2.4 No application will be accepted unless hire fees are paid in full.

2.5 A signed application is conclusive evidence that Hirer accepts the Conditions of Hire.

2.6 Hirer must be eighteen (18) year of age and over.

## **3. AUTHORISED CONTACT PERSON**

3.1 On placing a booking, an authorised person shall be designated to be the contact for all correspondence between Johnstone Shire Council Customer Service staff and the Hirer.

3.2 The authorised person shall be responsible for collection and return of all keys issued, payment of all fees and cleaning deposits.

3.3 The authorised person is to provide a contact phone number and address both inside and outside of normal office hours i.e. 9am to 5pm.

3.4 Once nominated, the authorised person cannot transfer their responsibilities to another person without prior notification to Johnstone Shire Council Customer Service staff, and provision of contact information for the new contact person.

#### **4. ASSIGNMENT/SUBLETTING**

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

#### **5. HIRE FEES**

5.1 All fees must be paid to the Council at time of application.

5.2 Hire Fees shall be in accordance with the Fees and Charges Schedule adopted by the Council

5.3 If the Hirer fails to vacate or return the keys to the Venue at the end of hire period or the venue is left in an unsatisfactory condition, the Hirer will be liable for further hire fees calculated on a daily basis until such time as the keys are returned and/or venue is returned to satisfactory condition.

5.4 All fees are inclusive of Goods and Services Tax.

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

#### **6. 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.

#### **8. CANCELLATION BY THE HIRER**

8.1 The Hire may cancel its 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.

8.2 Fees paid for the venue will not be refunded if notice has not been provided to Council in regards to canceling the booking prior to the first date of intended use.

## **8. CANCELLATION BY COUNCIL**

9.1 Council may cancel the booking by written notice to the hire before the First Hire Date if:

- 9.1.1 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;
- 9.1.2 The venue is required for Council functions or Municipal, State or Federal Elections;
- 9.1.3 The Hire fees and/or Bond have not been paid;
- 9.1.4 Repairs, alteration or additions to the venue are underway;
- 9.1.5 The Hirer has not provided evidence of adequate insurance coverage.

9.2 The Council may cancel the booking without notice in the event of an emergency or it deemed necessary.

9.3 If Council cancels the booking without fault of the hire, the Council will refund any amounts paid by the Hirer in relations to the booking.

9.4 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.

9.5 Cancellation or termination of the booking for whatever reason will not affect any right which the Council may have to recover money owing for the booking or to recover damages from the Hirer.

## **10. TIMES OF HIRE**

10.1 Unless otherwise specified, the following definitions shall apply:

DAY	- from 8am to 6pm
MORNING	- from 8am to 1pm
AFTERNOON	- from 1pm to 6pm
NIGHT	- from 6pm to Midnight

## **11. CLEANLINESS**

11.1 The Hirer agrees and acknowledges that the Venue is in good repair and clean condition at the commencement of the hire period and must be returned to the Council in the same condition at the end of the period.

11.2 The hirer is responsible for leaving the premises in a clean and tidy state, and shall immediately remove all rubbish, refuse and waste matter.

11.3 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.

11.4 All rubbish to be removed from the hall by the Hall Hirer (i.e. it is not the responsibility of the Johnstone Shire Council to pay refuse removal).