



Terms and Conditions of Hire of Venue

TERMS AND CONDITIONS OF HIRE OF VENUE

Please read these terms and conditions carefully prior to signing the application form.

1. Application

- 1.1. The right to use the facility is subject to the Council receiving and approving an Event and Facility Booking Form.
- 1.2. If the proposed hirer is a Club, the President or Secretary of the Club shall sign the Event and Facility Booking Form.
- 1.3. Tentative Bookings will be taken on the understanding that should another hirer require the same date, then the hirer with the tentative booking will be contacted to confirm their booking at which time they will be required to complete the Event & Facility Booking Form and lodge this form within 3 days. Availability of facilities may change. Hirers will be notified of any changes and where appropriate alternative arrangements can be negotiated.

2. Booking Deposit

- 2.1. Unless otherwise authorised by an appropriate Council Officer, a Hire Deposit Fee will be charged depending on the size of the event and the facilities booked.

3. Hire Fees

- 3.1. Hire Fees shall be in accordance with the Council's Schedule of Fees & Charges and shall be payable within the specified times set out on the Hire Invoices.

4. Cancellation of Booking

- 4.1. Any cancellation of a booking for which a booking deposit has been paid will result in the forfeit of the booking deposit.

5. Permission to Hire

- 5.1. The hirer shall only be entitled to the use of the particular part or parts of the grounds hired on the date(s) set out in the Event and Facility Booking Form. Council reserves the right to permit any other portion of the Grounds to be hired for any other purpose at the same time unless the hirer has approved exclusive hire of the Grounds.
- 5.2. The right conferred on the hirer shall be a permission to occupy and shall not be construed as tenancy.
- 5.3. Nothing construed in these conditions shall confer in a regular hirer the right to exclusive possession and the Council may at its discretion allow other individuals and groups to have casual use of the premises.

6. Assignment

- 6.1. Hirers that are granted permission to use any part(s) of the Grounds shall not assign the right of use to any other person or organisation.

7. Use of Facility After Engagement

- 7.1. If the area is not vacated by the nominated time charges will be applied in accordance with the Schedule of Fees & Charges for the extra time in occupation.
- 7.2. Charges will be applied if Council staff are required to move any hirer's equipment left on site after the hirer has vacated or return any venue equipment moved by the hirer to its original location, unless otherwise arranged with the appropriate Council officer.

8. Insurance

- 8.1. The Council strongly recommends all hirers to carry public liability insurance to a level appropriate for the hirer's function, therefore the hirer should take out and keep current during the period of hire a liability insurance policy in a form approved by the Council, insuring for a sum of not less than ten (10) million dollars the Council and the hirer against all actions, costs, claims, charges, expenses and damages whatsoever which may be brought or made against the Council or the hirer or both arising out of or in relation to the hiring arrangement
- 8.2. 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 Event and Facility Booking Form, and form part of this document.

9. Indemnity

- 9.1. 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, of any of them, arising out of, or in relation to the hiring engagement.

10. Theft

- 10.1. Neither the 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.
- 10.2. The hirer hereby indemnifies the Council against any such claim by any such person, firm or corporation in respect of any such article or thing.

11. Signage

- 11.1. No notice, sign, advertisement, scenery, fittings or decorations of any kind shall be erected on the Grounds or attached or affixed to the exterior or interior or fittings of any buildings or structures on the grounds without prior consent of the Maryborough Park Coordinator.

12. Performing Rights

- 12.1. In the case of a dramatic or other performance or concert, the hirer shall not produce, or permit to be produced or performed, any dramatic or musical work in infringement of the copyright or performing right of any owner or such right or rights, and the hirer agrees to indemnify the Council against any claim for breach of copyright or any action herewith.

13. Acts and Regulations

- 13.1. The hirer shall conform to the requirements of the Council Local Laws and relevant State legislation, and shall be liable for any breach of such Local Laws, Acts or Regulations. The user

and notices given to the proper officers must comply with all other statutory rules, provisions and regulations of the Commonwealth of Australia or State of Queensland for the time being in force.

14. Workplace Health and Safety Requirements

- 14.1. The hirer is to comply with all requirements of the Workplace Health and Safety Act.
- 14.2. It is the hirer's responsibility to advise patrons of their event of the location of suitable fire exits and evacuation methods.
- 14.3. The hirer should be aware that special obligations exist under the Workplace Health and Safety Act and apply to temporary displays at exhibitions/trade shows etc. and accordingly, the hirer should ensure that they have the appropriate Workers' Compensation cover and public liability insurance to cover workers and patrons respectively.
- 14.4. Every event must have an event Maryborough Park Coordinator who is responsible for completing a Workplace Health and Safety/ Risk Management Checklist to be submitted with this Event and Facility Booking Form.
- 14.4. The hirer is responsible for ensuring that any facility used is appropriate and safe for the activity conducted therein.
- 14.5. No dogs are allowed to be present at equestrian events and activities. In the case of non-equestrian events, the hirer will make all participants in their event aware that any dogs are only allowed at the venue in an area separate to horse event locations. Dogs must be kept on a short leash at all times except where permission is granted by the Maryborough Park Coordinator for specific activities where the dog(s) is/are allowed to be off leash under specified conditions including location, time and control measures.
- 14.6. The lighting of fires anywhere on the grounds is prohibited unless approved by the Council's Maryborough Park Coordinator.
- 14.7. All electrical leads and appliances used at the Grounds are required to carry a tag indicating test time within the last twelve (12) months.
- 14.8. Children must have adult supervision.
- 14.9. Should any person detect any problem relating to public and users' safety, workplace health and safety or minor operational or maintenance issues or procedure the person should as soon as possible notify the Council's Maryborough Park Coordinator.

15. Obstructions

- 15.1. The hirer shall comply in every respect with legislation, Codes or Australian Standards with regard to public buildings for the prevention of overcrowding and obstructing of gangways, passages, corridors, fire exits, or of any part of the buildings.

16. Good Order

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

- 16.3. The hirer shall comply with all relevant legislation, which may apply to the use of the grounds for the hirer's function (e.g. consumption of alcohol, use of fireworks, supervision of children, sports coaching, humane treatment of animals, etc)
- 16.4. Any behaviour or intention to behave by any person in a manner that is illegal &/or endangers their safety &/or the safety of other person(s) or animal(s) is prohibited. The event manager should immediately request that such person(s) desist from their actions, refrain from any further participation in the event &/or leave the Grounds.
- 16.5. Every consideration must be given to the residents who live nearby and other venue users by people using and vacating the area in regard to minimising noise and unruly behaviour.

17. Smoking

- 17.1. Queensland Government regulations apply to all events held at the grounds. Further information may be obtained by phoning the Tobacco Hotline on 1800 005 998 or visit the website www.health.qld.gov.au/atods/tobaccolaws
- 17.2. Smoking is not permitted:
 - 17.2.1. in any enclosed areas including all buildings, covered arena, stables, sheds, caravans and marquees;
 - 17.2.2. within 4m of a building entrance;
 - 17.2.3. within 10m of any part of children's playground equipment; and
 - 17.2.4. in any outdoor eating or drinking areas. An outdoor eating or drinking area is any outdoor area in which the hirer allows people to consume food or drink that has been provided by their event. Food or drink 'provided' means table service or service at a counter with the food or drink taken by the person to the outdoor eating or drinking area.
- 17.3. The hirer may set aside an outdoor area(s) where people can smoke only. The hirer must ensure that no food or drink is consumed in the area.

18. Liquor

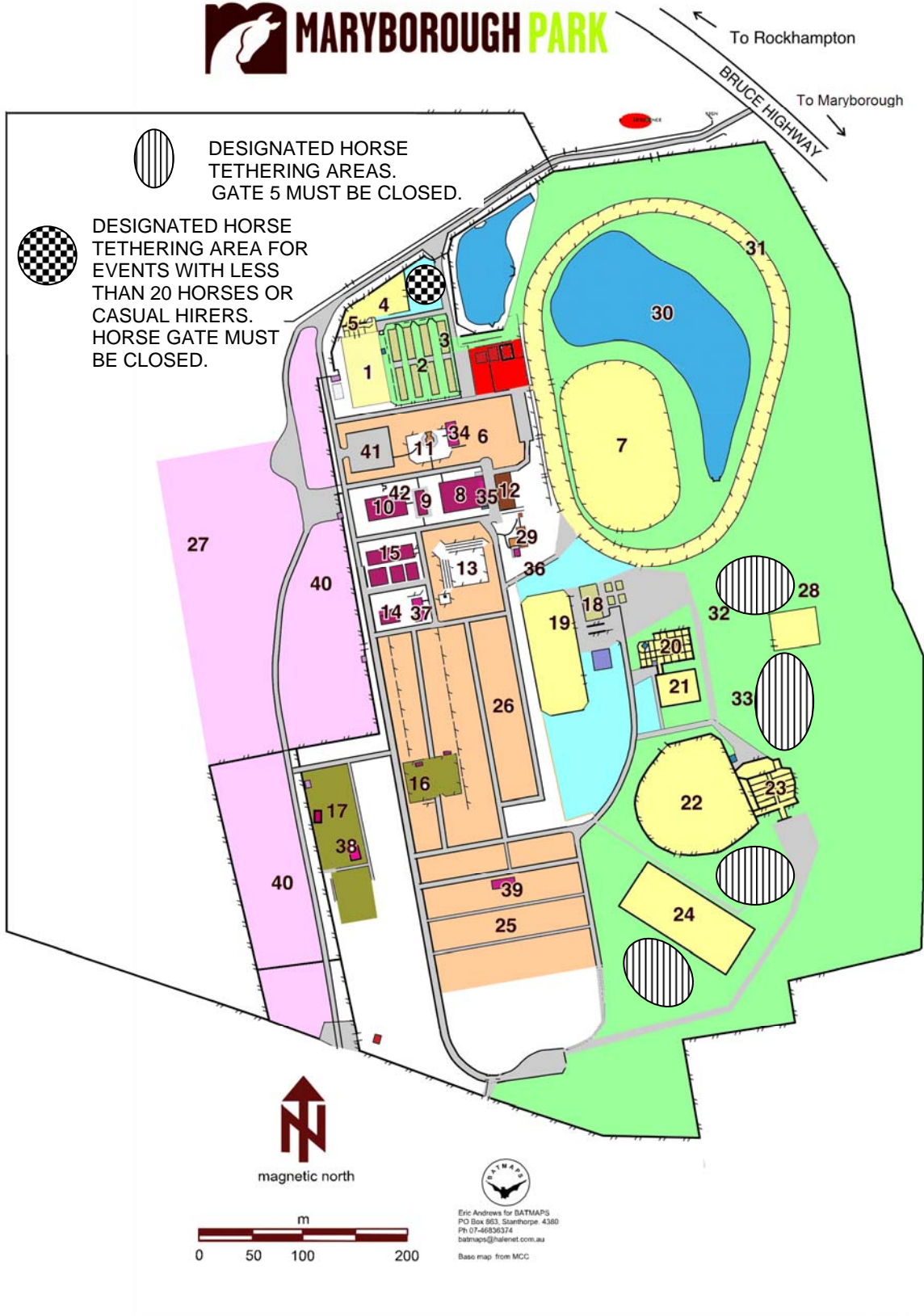
- 18.1. The sale of liquor on the premises is forbidden unless the hirer obtains a permit from the appropriate authority.
- 18.2. The hirer is responsible for the maintenance of orderly behaviour when persons consume alcohol whilst attending the hirer's event.

19. Food

- 19.1. Any preparation of food shall be in accordance with Food Safety Standards and the Council's Maryborough Park Coordinator must be informed of the intention to prepare and/or provide food on the Grounds.
- 19.2. Persons intending to prepare and/or provide food on the Grounds that are not a registered food business must obtain a copy of the Food Safety Procedures from the Maryborough Park Coordinator.

20. Livestock

- 20.1 Any act or intention to act in an illegal or inhumane or abusive manner towards any animal is prohibited and will be dealt with in the strongest possible way under Local, State and/or National Laws and/or the relevant Association Rules.
- 20.2 Inhumane treatment of an animal includes working or competing any animal with an injury or health abnormality that could result in that animal's undue discomfort or distress. The Council's Maryborough Park Coordinator may immediately request the person(s) to desist from their actions, refrain from any further participation in the event and/or to leave the grounds.
- 20.3 Livestock, vehicles and/or people may be required to remain in designated areas, or may be prohibited from entering designated areas from time to time.
- 20.4 Horses, when not being trained or exhibited, must be kept in allocated stables or yards or tethered securely to floats in designated areas (refer to the site plan below) in accordance with the following guidelines.
 - 20.4.1 Members of the public are not to enter an area where horses are tethered.
 - 20.4.2 There must be sufficient space within the designated area to park floats and vehicles no less than 9 metres apart.
 - 20.4.3 All horses must be tethered in accordance with good practice.
 - 20.4.4 The perimeter gates into the warm up/ stable area and Showgrounds Road entry are to be closed to prevent loose horses from escaping the venue.
 - 20.4.5 No horses are to be tethered to floats, trailers or trucks in camping and/or parking areas.
 - 20.4.6 All other livestock must be kept in stables or yards.
- 20.5 Tie-up areas adjacent to the stockyards and sheds are designated for harness animals.
- 20.6 No livestock, including horses may be tied to vehicles outside of the designated areas or to the perimeter or arena fencing.
- 20.7 No livestock may be left loose and unattended in any arenas at any time.
- 20.8 The hirer is responsible to ensure that the NLIS devices fitted to animals arriving at these grounds are read and the information sent to the NLIS database is that of the receiver of the animals or the organizer of the events.
- 20.9 Hirers using the grounds for campdrafts, rodeos, sporting events, shows, competitions, exhibitions and/or training must comply with all government regulations regarding the movement of any livestock. The relevant information is available by telephoning the Department of Primary Industries and Fisheries call centre on 132523 or the DPI & F website at www.dpi.gov.au or by contacting your local DPI & F office or stock inspector.



- 20.10 Maryborough Park is a unique facility with a large number of equestrian events and non-equestrian events being conducted within the venue. The following protocols are required specifically for Maryborough Park to minimize the risk of an equine disease outbreak and to ensure the ongoing operation of the venue. The Council reserves the right to refuse a booking for an equestrian event/individual use at Maryborough Park where the event organiser/individual is not considered to be in a position to fulfill their responsibilities regarding the relevant protocol. Non-essential vehicles and visitors to horse events should avoid unnecessary contact with horses or equipment that has had contact with horses. They should also observe good biosecurity measures to help stop the potential spread of any disease.
- 20.11 Event Notification - Department of Primary Industries and Fisheries recommends that organizers use the event registration system to record their events as a voluntary notification system. This will enable the DPI&F to contact event organisers and provide information should an emergency situation arise while an event is running. Online notification of events can be accessed via www.dpi.qld.gov.au or by calling the Department of Primary Industries and Fisheries Business Information Centre on 13 25 23.
- 20.12 Event organisers must meet the responsibilities outlined below:
- 20.12.1 Retain a record of the information provided to them by competitors attending the event for a period of six months from the date of the event.
 - 20.12.2 Maintain strict biosecurity at events.
 - 20.12.3 Not allow sick horses to attend events.
 - 20.12.4 The Sick Horse Designated Isolation Area is the yards located in the car park to the west of the covered arena and adjacent to the bush area.
 - 20.12.5 Nominate a Veterinarian in case of emergency or sick horse/s (Name and Contact Number Required).
 - 20.12.6 Ensure that all participants/individuals are made aware that in the event of a "lockdown" of the venue by the Department of Primary Industries and Fisheries in accordance with the AUSVETPLAN, they must have the resources to fund their own stay.
- 20.13 Event participants must meet the responsibilities outlined below:
- 20.13.1 All horses in Queensland can move freely throughout the state without the need for a waybill. However, when moving horses across the Queensland Cattle Tick line you will require a MoveEasy Waybill, in addition to a Travel Permit issued by an Inspector. The permit requirements will vary depending on the place of origin, the intended destination, and the time spent away from the place of origin. These permit conditions must be adhered to or your Travel Permit may be cancelled. An inspection and treatment for cattle ticks may also be required. If required, multiple movement permits are available.
 - 20.13.2 Information on moving across the tick line can be obtained from your local Department of Primary Industries and Fisheries Biosecurity Inspector. Call 13 25 23

for the location of your nearest Department of Primary Industries and Fisheries Office.

- 20.13.3 For horses travelling interstate, you are required to contact the Department of Primary Industries Office in the State or Territory to which or through which you plan to travel.
- 20.13.4 Persons in charge of a horse/s attending an event must provide the following information to event organisers:
 - 20.13.4.1.1 The number of horses they are in charge of at the event.
 - 20.13.4.1.2 The property identification code (PIC) for the property from which the horse/s had travelled to attend the event.
 - 20.13.4.1.3 The name and address of the person in charge of the horse or horses at the event.
- 20.13.5 Do not take sick horse/s to an event.
- 20.13.6 Practise good biosecurity before, during and after going to an event.
- 20.13.7 Monitor your horse for any signs of illness. Anyone suspecting Equine Influenza or any other notifiable disease should immediately call their veterinarian or the Emergency Animal Disease Hotline on 1800 675 888.

21 Dogs

- 21.1 All persons attending horse events/activities are to be made aware that dogs are not permitted in designated horse event areas, including spectator and judging areas, at any time.
- 21.2 Dogs in camping areas must remain tied up on a short leash at the camp site.
- 21.3 Specific areas are designated for dog events/activities and these areas are separate to designated horse event areas.
- 21.4 Dogs must be kept on a short leash at all times except where permission is given by the Maryborough Park Coordinator for specific activities (such as competition trials and obedience training) where the dog/s is/are allowed off leash under specified conditions including location, time and control measures.

22 Camping and Parking

- 22.1 Camping and parking of vehicles are allowed in designated areas only.
- 22.2 Designated horse accommodation, preparation and working areas are separate from the areas designated for vehicles and camping.

23 Damages

- 23.1 Any items brought into the Main Hall and Hall 3 should have no sharp protrusions in contact with the flooring. No pallets are permitted in the Main Hall.
- 23.2 No Forklifts are permitted into the Main Hall and Hall 3.
- 23.2 Only masking tape (not duct or 'sticky tape') may be used on the walls or floors.
- 23.3 The floors, walls or any other part of any building or any fittings or furniture shall not be broken, pierced by nails or screws or in any other way damaged.
- 23.4 Nothing may be driven or dug into the base of the Covered Arena.

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

24 Cleanliness

- 24.1 Areas used by the hirer, including amenity blocks, parking and camping sites, buildings, sheds, grassed display areas and arenas, must be left in a clean and tidy state. Wheelie bins are provided for the removal of rubbish.
- 24.2 The hirer can opt to pay an additional cleaning fee, as listed in the Fees and Charges, to have the area(s) cleaned by Council.
- 24.3 If area(s) used by the hirer are left littered with rubbish and no cleaning arrangements have been made with Council, the hirer will be charged a cleaning fee of \$25.00 per hour.
- 24.2 Canteens are to be cleaned after use. The hirer shall be charged a cleaning fee for any canteen that is not cleaned after the event.
- 24.3 Stables and yards are to be left clean after the event. Manure & dirty bedding are to be deposited at the designated site. The hirer shall be charged a cleaning fee for any stable or yard not left clean after the event.
- 24.4 A cleaning bond will be charged for any event requiring 80 or more stables and/or yards.

25 Corporate - Maryborough Park Coordinator

- 25.1 Wherever appearing in these conditions and where the context so admits the expression of the Maryborough Park Coordinator shall be deemed to include any other officer of the Council acting with the authority of the Maryborough Park Coordinator expressly or implied.
- 25.2 The Maryborough Park Coordinator shall have free and unrestricted access to all parts of the grounds and facilities thereon at all times.

26 Determination

- 26.1 If the hirer commits, permits or allows any breach or default in the performance and observance of these conditions the Council may terminate the permission to use the premises and the security deposit (if applicable) shall be forfeited to the Council.
- 26.2 In the event of the function not attracting a security deposit, the hire fees applicable for the day of use shall be forfeited.

27 Refusal to Grant Hire

- 27.1 It shall be at the discretion of the Maryborough Park Coordinator to refuse to grant the hire of the grounds 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 Maryborough Park Coordinator shall have the power to cancel such permission and direct the return of fees and deposits paid
- 27.2 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 the consequence thereof.

28 Disputes

- 28.1 In the event of any dispute or difference arising as to the interpretation of these conditions, or of any matter or issue contained herein the hirer should discuss the matter with the

Maryborough Park Coordinator. Should the hirer decide the matter is not satisfactorily resolved, a submission should be forwarded in writing to the Maryborough Park Coordinator for discussion by the Maryborough Park Coordinator with their relevant Supervisor.

- 28.2 Following discussions by the Maryborough Park Coordinator and the relevant Council Officers and a decision made, the hirer will receive a written reply detailing the decision on the matter.