The Shire Hall Hire Application form is used to book all events to be held at the Hinchinbrook Shire Hall.

To return your completed form or for further information, please contact Council’s Facility Coordinator via email, council@hinchinbrook.qld.gov.au, phone (07) 4776 4715, in person at Council’s Main Office, 25 Lannercost Street, INGHAM QLD, or via post PO Box 366, INGHAM QLD 4850.

**SECTION 1 – APPLICANT DETAILS**

<table>
<thead>
<tr>
<th>Name of Person or Organisation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary Contact Person</td>
</tr>
<tr>
<td>Postal Address</td>
</tr>
<tr>
<td>Phone</td>
</tr>
<tr>
<td>Mobile Number</td>
</tr>
<tr>
<td>Email</td>
</tr>
</tbody>
</table>

**SECTION 2 – HIRE DETAILS**

<table>
<thead>
<tr>
<th>Period of Hire</th>
<th>Event Date/s</th>
<th>Event to be Held</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>To:</td>
<td></td>
</tr>
</tbody>
</table>

**SECTION 3 – SECURITY BONDS**

<table>
<thead>
<tr>
<th>Bonds</th>
<th>Please tick applicable</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>□ Bond for Shire Hall……………………………………$2000</td>
</tr>
<tr>
<td></td>
<td>□ Bond for Council Chambers………………………...$500</td>
</tr>
<tr>
<td></td>
<td>□ Bond for Hinchinbrook Room……………………...$500</td>
</tr>
</tbody>
</table>

An EFT Bond Refund form (Annexure B) is required to be filled out and returned at time of booking to ensure the security bond is refunded in a timely manner.

**SECTION 4 – FACILITIES TO HIRE**

<table>
<thead>
<tr>
<th>Shire Hall</th>
<th>Please tick applicable</th>
</tr>
</thead>
<tbody>
<tr>
<td>*Function………………………..…......$1,073</td>
<td></td>
</tr>
<tr>
<td>Preparation Day, Full Day &amp; Night Hire and Clean Up (All fees excluding bar)</td>
<td></td>
</tr>
<tr>
<td>*Full Day Hire…………………………....$512</td>
<td></td>
</tr>
<tr>
<td>6 hours or more (excluding bar)</td>
<td></td>
</tr>
<tr>
<td>*Half Day Hire…………………………....$332</td>
<td></td>
</tr>
<tr>
<td>Less than 6 hours (excluding bar)</td>
<td></td>
</tr>
<tr>
<td>*Preparation Day/Night…………..….$348</td>
<td></td>
</tr>
<tr>
<td>Per hour (excluding bar)</td>
<td></td>
</tr>
<tr>
<td>Seating……………………………….…….....$48</td>
<td></td>
</tr>
<tr>
<td>Set up by Council staff – per 100 chairs</td>
<td></td>
</tr>
<tr>
<td>Bar…………………………………………..….$53</td>
<td></td>
</tr>
<tr>
<td>6 hours or more in conjunction with auditorium hire</td>
<td></td>
</tr>
<tr>
<td>Bar………………………….……….…….……$35</td>
<td></td>
</tr>
<tr>
<td>Less than 6 hours in conjunction with auditorium hire</td>
<td></td>
</tr>
<tr>
<td>Kitchen only (Full Hire)...............$233</td>
<td></td>
</tr>
<tr>
<td>Hire includes crockery, cutlery, dishwasher and refrigerator</td>
<td></td>
</tr>
<tr>
<td>Kitchen only (Less than 6 hrs).......$152</td>
<td></td>
</tr>
<tr>
<td>Hire includes crockery, cutlery, dishwasher and refrigerator</td>
<td></td>
</tr>
</tbody>
</table>

*Items marked with an asterisk attract a 50% booking fee as set out in the Conditions of Hire (Annexure A – Clause 4)*
Hinchinbrook Shire Council:
To Whom it May Concern,
I hereby certify that ........................................................................................................
Club/Association/Organisation has advised the Ingham Police Service of this licensed
function.
................................................................................................................................. Officer in Charge, Ingham Police

OFFICE USE ONLY

<table>
<thead>
<tr>
<th>Booking Fee Invoice</th>
<th>Amount:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bond Invoice</td>
<td>Amount:</td>
</tr>
<tr>
<td>Hire Fee Invoice</td>
<td>Amount:</td>
</tr>
<tr>
<td>Confirmation Letter Sent</td>
<td>□ Yes □ No</td>
</tr>
<tr>
<td>Induction Booked</td>
<td></td>
</tr>
<tr>
<td>Invoices Paid</td>
<td>□ Yes □ No</td>
</tr>
<tr>
<td>After Use Check</td>
<td></td>
</tr>
<tr>
<td>Bond to be Refunded?</td>
<td>□ Yes □ No</td>
</tr>
</tbody>
</table>

If no, please explain why?
.................................................................................................................................
.................................................................................................................................
.................................................................................................................................

Privacy Notice and Disclaimer
Hinchinbrook Shire Council is collecting your personal information to process your application as stated in this form. The collection of this information is authorised under the Local Government Act 2009. Your personal information will not be disclosed to a third party unless required by law.

Signature: .............................................................................................................. Date: ........................................................................
ANNEXURE ‘A’

CONDITIONS OF HIRE

The Hinchinbrook Shire Council (Council) is the Trustee or registered owner of the facility and has granted hire of the facility subject to the following conditions:

1. **APPLICATION**
   The right to the use the facility is subject to the Council receiving an application in the required form signed by the proposed hirer undertaking to comply with these conditions. If the proposed hirer is a club the application must include the personal undertaking by the president and secretary of the club.

2. **RESERVATION**
   Reservations must be made in advance and should include all days the facility is required, including set up and clean up days. An example is: if a facility is to be hired for a Saturday evening and you require Friday to set up and Sunday to clean up, your application will need to be for three (3) days (Friday, Saturday and Sunday).

3. **SECURITY BOND**
   A security bond in accordance with the Council’s fees and charges schedule shall be paid by the hirer prior to using the facility as a guarantee of fulfilment of these conditions, and as security against damage to the building or any fittings and furniture contained therein, and for any cleaning arranged by the Council resulting from the hirer’s use of the premises.

   The hirer shall be liable on demand by the Council to pay any further amount in excess of such bond to meet the full cost of such damage and cleaning. If there is no breach of the conditions of usage or damage to the building or any fittings and furniture therein or abnormal cleaning the security bond will be returned within two (2) weeks of the use of the premises.

   An Electronic Funds Transfer Application form (Annexure B) is required to be filled out and returned at the time of booking to ensure the security bond is refunded in a timely manner.

   If the Security Bond is retained, at the request of the hirer for subsequent hires, it is a requirement that the amount of the security deposit is in line with Council’s current Schedule of Fees and Charges prior to collecting the keys.

4. **BOOKING FEES**
   Items marked with an asterisk * on the application to hire form attract a 50% booking fee. This fee is non-refundable, except where an event has been cancelled due to a natural disaster event. If the facility is utilised, the booking fee will be put towards the total rental charge payable.

   Council will issue an invoice to cover the applicable booking fees within seven (7) days of receipt of a completed application to hire form. Once this invoice has been paid, your booking will be confirmed in writing. Council will issue an invoice for the remaining hire fees one (1) month, if possible, prior to the booking date and must be paid in full before use of the facility will be permitted.

   Booking fees are 50% of the total rental charge payable.

5. **HIRE FEES**
   Hire Fees shall be in accordance with the Schedule of Fees and Charges as adopted by Council and shall be payable prior to the date of the function. The current Schedule of Fees and Charges can be found on Council’s website at [https://www.hinchinbrook.qld.gov.au/our-council/rates-fees-and-charges/](https://www.hinchinbrook.qld.gov.au/our-council/rates-fees-and-charges/).

   Daily hire rates apply to days on which the primary event is held and include a day or any part of a day unless otherwise specified as an hourly rate of hire in the Schedule of Fees and Charges.

   Daily hire charges are expressed at GST inclusive.

6. **CANCELLATION OF BOOKING**
   Any cancellation of a booking for the hire of the facility shall be made at least 24 hours prior to the date of the function.

   All fees associated with the booking of a facility will be refunded excluding the booking fee as mentioned in Clause 4. If a cancellation is due to a natural disaster the hirer is eligible for the booking fee to be refunded or transferred to a new booking date.

7. **PAYMENT OF ACCOUNT**
   An invoice will be sent out 1 month, if possible, prior to the booking date and must be paid in full before use of the facilities will be permitted.
8. **EMERGENCY CALL OUTS**

   Emergency (only) call outs during event should be directed to:
   Council’s Community Services Facilities Officer
   Mr Russell Andrews
   Mobile: 0408 455 726.

   Please note, non-emergency call outs may be deducted from your bond.

9. **USE OF FACILITY AFTER ENGAGED TIME**

   If the area is not vacated by the nominated time, the hirer shall forfeit the entire bond and pay the fee that would otherwise apply for use of the Facility.

10. **NOISE**

    Conduct event in accordance with Workplace Health and Safety requirements and local laws; stating that music must be turned down at 12:00am and the facility vacated by 2:00am. Every consideration must be given by people using and vacating the area to the residents who live nearby regarding minimising noise and unruly behaviour.

11. **INDUCTIONS AND INSPECTIONS**

    An induction and post-event inspection of the facility is required and it is preferable that such inspections are undertaken jointly with Council Officers and representatives of your Association. Contact should be made with Council Officers to organise a date and time for an induction which should take place no later than ten (10) days prior to your event.

    Please note that persons performing the induction must be present at the event until the end of hire. Charges may apply should the induction not be attended at the scheduled time without advance notice.

12. **DECORATIONS**

    (a) Staples, tacks etc are not to be used for attaching decorations, or any other attachments which will result in disfigurement or damage to the walls, ceiling, floor, or any other part of the hall. All decorations and items are to be removed after function.

    (b) Use of candles or confetti in the Hall and surrounds is not permitted.

13. **INSURANCE**

    The hirer shall take out and keep current during the entire period of hire, a public liability insurance policy in a form approved by the Council, in the joint names of the Council and the hirer, insuring, for a sum of not less than $20,000,000.00 ($20Million), the Council and the hirer against all actions, costs, claims, charges, expenses and damages whatsoever which may be brought or made or claimed against the Council or the hirer or both arising out of or in relation to the hiring arrangement.

    The policy must also confirm that the insurance cover include 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.

14. **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.

15. **ACTS AND REGULATIONS**

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

16. **PERMISSION TO OCCUPY**

    (a) The hirer shall only be entitled to the use of the particular part or parts of the facility hired on the date set out in the Schedule to the application and the Council reserves the right to permit any other portion of the facility to be hired for any other purpose at the same time.

    (b) 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 the Council may at its discretion allow other individuals and groups to have casual use of the premises.
17. **ASSIGNMENT**
Hirers that are granted permission to use the facility shall not assign the right of use to any person, organisation or body.

18. **ADULT SUPERVISION**
Hirers under the age of 18 years must have the application form referred to in Clause 1 completed by an adult who will be supervising the function. The person completing the application form and whose signature appears on the same is subject to these terms and conditions.

19. **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.

20. **DETERMINATION**
If the hirer commits, permits or allows any breach or default in the performance and observance of any of these conditions the Council may terminate the permission to use the premises and the hirer shall immediately vacate the premises and the security deposit shall be forfeited to the Council.

21. **THEFT**
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. The hirer hereby indemnifies the Council against any claim by any such person, firm or corporation in respect of such article or thing.

22. **CORPORATE MANAGER**
Wherever appearing in these conditions and where the context so admits the expression (nominated Council officer) shall be deemed to include any other officer of the Council acting with the authority of the (nominated Council officer) expressly or implied.

23. **REFUSAL TO GRANT HIRE**
It shall be at the discretion of the Council to refuse to grant the hire of the complex 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 Council 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.

24. **GOOD ORDER**
(a) The hirer shall be responsible for the full observance of these conditions and for the maintenance and preservation of good order in and about the facility throughout the whole duration of the period of use.
(b) No spitting, obscene or insulting language or disorderly behaviour or damage to property shall be permitted in any part of the facility.
(c) It is the responsibility of the hirer to ensure that appropriate onsite security services are engaged for the whole duration of the event.
(d) The hirer is responsible for damages that patrons may cause in and around the facility.

25. **SET UP**
It is the hirer’s responsibility to set up the facility to suit the requirements of the proposed event. Any changes to the set-up of the facility may be arranged at the hirer’s expense. Upon completion of the hire, any changes to the facility must be restored to their original condition by the hirer concerned or Council will carry out necessary works and charge the hirer.

26. **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. Seven (7) refuse bins are included with the hire of the facility which must be lined up in the designated location identified during the facility induction for disposal the following week.

Council has an additional forty (40) community wheelie bins for hire during the event, however, these are subject to availability and have a bond charge payable.

The hirer will need to organise for supply of additional bins through a private contractor, if these are required.
27. CONCLUSION OF HIRE
It is the responsibility of the hirer to ensure the facility is secured at the conclusion of the event. All exit points must be locked as outlined in your induction. Failure to do so may result in your bond being forfeited. All lighting, air conditioning and appliances (excluding fridges) are to be turned off.

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

29. SIGNAGE
No notice, sign, advertisement, scenery, fittings or decorations of any kind shall be erected on any building or other structure or attached or affixed to the walls, doors or any other portion of any building, fittings or furniture, without prior consent of Council.

30. SMOKING
Smoking is not permitted in any Council building or within five (5) metres of the entrances.

31. 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 the Council who shall make an endorsement on the Schedule to the application.


Please note: that a licence is not required for a private function where liquor is not being sold e.g. birthday party or wedding etc.

32. NO GLASS
The hirer will ensure that no glass or glass receptacles will be used at the Facility on the date required.

33. FREE ACCESS
Any nominated Council officer Council may appoint, shall at all times be entitled to free access to any and every part of the complex.

34. DISPUTES
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 Council thereon shall be final and conclusive.

35. PERFORMING RIGHTS
In the case of 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 of such right or rights, and the hirer agrees to indemnify Council against any claim for breach of copyright or any other action herewith.

36. POLICE
The hirer shall, when so directed by Council, arrange for police attendance.

37. LEGISLATION COMPLIANCE
Fire and Emergency Services Act 1990

Building Fire Safety Regulations 2008

Areas around fire escape doorways and walkways are to be kept clear at all times. Fire Escape Plans are not to be removed from the walls or covered over.

Hirers need to comply with Fire Safety Regulations. If you are unsure of the procedure, the Queensland Fire and Emergency Services can inspect the facility to ensure that regulations are being met.

Hinchinbrook Shire Council may conduct spot checks during events for compliance of requirements for this section. If an event is found to have not met these requirements an induction will be conducted immediately, the costs for this will be deducted from the bond.

To maintain fire safety standards the maximum number of persons permitted in the Shire Hall is 530 at any one time (inclusive of bar and catering staff).
**FOOD ACT 2006—FOOD REGULATIONS 2006**

It is the Hirer’s responsibility to comply with all legislative requirements including the Food Safety Standards. If a food licence is required and you are not a current licensee, a food business licence must be applied for at least ten (10) days prior to the event.

All information will be held in the strictest confidence.

To return your completed form or for further information, please contact Council’s Finance Department via email, accounts@hinchinbrook.qld.gov.au, phone (07) 4776 4643, in person at Council’s Main Office, 25 Lannercest Street, INGHAM QLD, or via post to the Accounts Payable Officer, PO Box 366, INGHAM QLD 4850.

**CONTACT INFORMATION**

<table>
<thead>
<tr>
<th>Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>Phone</td>
<td>Mobile Phone</td>
</tr>
</tbody>
</table>

**HIRED FACILITY/EQUIPMENT**

<table>
<thead>
<tr>
<th>Details</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Bond Refund Requested</td>
<td>Date of Hire</td>
</tr>
</tbody>
</table>

**PAYMENT DETAILS**

<table>
<thead>
<tr>
<th>Bank Name</th>
<th>Account Name</th>
<th>BSB</th>
<th>Account Number</th>
</tr>
</thead>
</table>

**PREFERRED REFERENCE TO APPEAR ON YOUR BANK STATEMENT** (limit of 20 characters eg: Hbrook Shire Council – not individual invoice numbers)

**REMITTANCE ADVICE** (please tick preference)

<table>
<thead>
<tr>
<th>Email</th>
<th>Email Address</th>
<th>Post</th>
<th>Mail Address</th>
</tr>
</thead>
</table>

**EFT PAYMENT CONDITIONS**

1. Hinchinbrook Shire Council is under no obligation to verify the accuracy of the bank details provided. Any future changes in bank/company details are to be notified immediately to Hinchinbrook Shire Council in writing to the address above;

2. Payment will be deemed to have been made when Hinchinbrook Shire Council has instructed its bank to credit the above account;

3. Hinchinbrook Shire Council will take no responsibility for any delays in payments or errors due to factors outside reasonable control of Hinchinbrook Shire Council, including but not limited to delays or errors in the banking system or errors in the account details supplied;

4. Hinchinbrook Shire Council reserves the right to, at any time, terminate or suspend this direct credit payment system and to make payment by other means which may be determined from time to time; and

5. The Supplier agrees to return to Hinchinbrook Shire Council, on demand any payments credited to the supplier in error, and Hinchinbrook Shire Council reserves the right to off-set the amount of any overpayment made in error against any existing or future debit of liability owing by Hinchinbrook Shire Council.

**AUTHORISATION**

(I/we declare that the information on this form is correct. This authority is signed in accordance with our current bank authorities and/or current company policies)

<table>
<thead>
<tr>
<th>Print Name</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature</td>
<td>Date</td>
</tr>
</tbody>
</table>