



## APPLICATION TO HIRE DALRYMPLE EQUESTRIAN CENTRE

I / We (Name of Person or Organisation).....

Primary Contact Person: .....

Address: ..... Phone: .....

Make application to hire the following areas: (You **MUST** also indicate the applicable classification)

<input type="checkbox"/> Uncovered Arena	<input type="checkbox"/> Covered Arena	<input type="checkbox"/> Use of Both Arenas
<input type="checkbox"/> Canteen	<input type="checkbox"/> Bar	<input type="checkbox"/> Rodeo Shutes
<input type="checkbox"/> Stock Holding Pens at Saleyard Complex (not sale pens).	<input type="checkbox"/> Use of Camping Area (as stipulated by Council)	
<input type="checkbox"/> <b>Classification 1</b> – Events being conducted whereon 85% of competitors are children under the age of 16 years.		<input type="checkbox"/> <b>Classification 2</b> – All other events

During the period from ..... to ..... inclusive (days access to the facility is required).

The Event date/s being .....

For the purpose of holding .....

Do you intend utilising cattle, sheep or goat stock?     Yes     No

If YES, from whom are stock to be sourced? .....

Name of Owner

PIC Code

Please state the identity of the person who will be responsible for the NLIS requirements of the stock.

Name: .....

Address: ..... Phone: .....

I / We understand that the hire is conditional upon compliance with the terms and conditions as set out in the annexure attached hereto and marked 'A'.

.....  
Signature of Hirer
Date

**\*\*IN THE CASE OF LICENSED FUNCTIONS\*\***

TO BE COMPLETED BY A CHARTERS TOWERS POLICE OFFICER

Charters Towers Regional Council:  
Dear Sir,  
I hereby certify that the Club/Association/Organisation has advised the Charters Towers Police Service of this licensed function.

..... Officer in Charge, Charters Towers    Date:.....

**OFFICE USE ONLY**

The information collected on this form will be used by the Charters Towers Regional Council for the purpose of processing and assessment of your application/request. Your personal details will not be disclosed for a purpose outside of Council protocol, except where required by legislation (including the Right to Information Act 2009 and Information Privacy Act 2009). This information will be stored on Council's database. The information collected will be retained as required by the Public Records Act 2002.

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### ANNEXURE 'A'

#### CONDITIONS OF HIRE

The Council grants the hire of the Equestrian Centre (hereinafter referred to as the complex) subject to the following conditions:

#### 1. APPLICATION

The right to use the complex 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. SECURITY BOND

Unless otherwise endorsed by Council in the Schedule to the Application for Complex Hire, a security bond shall be paid by the hirer at the time of booking as a guarantee of fulfilment of these conditions, and as security against damage to any building or any fitting, furniture or any other structure that comprises part of the complex, and for any cleaning arranged by the Council resulting from the hirer's use of the premises. The hirer shall be liable on demand to pay any further amount in excess of such bond to meet the full cost of such damage or cleaning. If there is no breach of the conditions of usage or damage to the building or any fitting, furniture or other structure or abnormal cleaning the deposit will be returned within one (1) week of the use of the premises.

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.

#### 3. PRE AND POST INSPECTION

A "pre" and "post" inspection of the facility is required and it is preferable if such inspections are undertaken jointly with Council Officers and representatives of your Association. Contact should be made with Council Officers at least 7 days prior to the event to arrange a mutually convenient time to undertake such inspection.

#### 4. HIRE FEES

Hire Fees shall be in accordance with the fees 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 <http://www.charterstowers.qld.gov.au/fees-and-charges>.

Daily hire rates apply to days on which the primary event/competition is held and include a day or any part of a day. Set up or pull down days will be charged at the 'Shoulder Period' rate as per the current Schedule of Fees and Charges.

In addition to the daily hire charge, all hirers will be responsible for payment of electricity consumed on the premises, at the current Ergon rate and on the amount consumed as recorded by the meter.

Daily hire charges are expressed GST inclusive. Booking fee must be paid to secure booking. The fee will be forfeited if the facility is not utilised. If the facility is utilised, the booking fee will be put towards the rental charge payable.

All hirers shall be required to pay a bond for the use of the venue to the applicable value.

#### 5. 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.

#### 6. 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 name of the hirer, insuring, for a sum of not less than \$10,000,000.00 (\$10 Million), 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.

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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 agreement, and form part of the agreement.

### **7. 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.

### **8. 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 officers.

### **9. SECURITY**

All event organisers must employ licensed security personnel to assist with patron management both within the grounds and around the event premises (i.e., car parking areas, camping areas), during and after the event to ensure orderly dispersal of patrons.

### **10. GROUND PREPARATION**

Responsibility for ground preparation to a condition safe and suitable for the conduct of your activities rests with the hirer of the venue. Arrangements in that regard should be made at an early stage.

### **11. CAMPING AREA**

- (a) Approval for hiring of the camping area will be at Council's discretion and will be in accordance with the map attached to the approval letter. It is the responsibility of the hirer to ensure patrons are camping within the areas designated on the map. All Council signage regarding parking and camping areas must be adhered to at all times and not removed or tampered with.
- (b) Changes to the approval of the use of the camping area may occur in the event of inclement weather or other unforeseen circumstances. The cleanliness of the camping area is the responsibility of the hirer as per any other part of the facility nominated on the hire application.

### **12. PERMISSION TO OCCUPY**

- (a) The hirer shall only be entitled to the use of the particular part or parts of the complex 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 complex 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.

### **13. ASSIGNMENT**

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

### **14. ADULT SUPERVISION**

Hirers under the age of 21 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.

### **15. 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.

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### 16. 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.

### 17. 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.

### 18. 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.

### 19. 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.

### 20. 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 complex 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 complex.
- (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.

### 21. 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. 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. All rubbish or waste must be removed from the complex and deposited in a lawful waste receiving area. The Equestrian Centre Venue Inspection Form is attached and details the cleaning requirements required by Council.

### 22. DAMAGES

- (a) The floors, walls or any other part of any building or structure or any fittings or furniture in on or about the complex 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.

### 23. 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 the Council.

### 24. SMOKING

Smoking is not permitted in any Council building.

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### 25. 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 THE EQUESTRIAN CENTRE HAS A "NO GLASS" POLICY.**

### 26. 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.

### 27. 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.

### 28. PERFORMING RIGHTS

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

### 29. SET UP

Any changes to the floor surface or configuration of portable panels or of any other part of the complex may be arranged at the Hirer's expense. Upon completion of the hire, the surface and any other changes must be restored to their original condition by the hirer concerned or Council will carry out necessary works and charge the hirer.

### 30. CLEANING

So as there is no dispute concerning the requirement to clean, Hirers are expected to leave the premises in the same condition as upon their arrival, this includes the removal of all manure from the covered arena floor, bull riding shuts and campgrounds.

### 31. STOCK

Stock required for an event/competition shall be allowed to be kept on the complex for a maximum period of one (1) day before and one (1) day after the day/s of such event/competition and no further.

### 32. NATIONAL LIVESTOCK IDENTIFICATION SYSTEM (NLIS)

All stock entering this facility must:

- (a) be accompanied by a National Vendor Declaration, a copy of which must be given to the Saleyard Superintendent upon their arrival and;
- (b) have their movement recorded on the NLIS data base either as a Mob Based Transfer or scanned and transferred. This can be done by the owner of the stock or by the Saleyards upon request.