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Policy Title:	<b>Cania Dam Recreational Precinct Catering Facility</b>
Policy No:	250
Policy Subject:	Community Services
Directorate:	Community and Cultural Services
Department:	Community Services
Responsible Officer:	Chief Executive Officer
Authorised by:	North Burnett Regional Council
Adopted Date:	Policy & Planning Meeting – 01/10/2013
Review Date:	01/10/2015
Authorities:	Section 125, 128 & 274 of the <i>Local Government Act 2009</i> & North Burnett Regional Council Adopted Schedule of Fees & Charges 2013/2014

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### **INTRODUCTION:**

This policy provides guidance for the Council staff, Community, organisations and the public in the use of Council's Cania Dam Recreational Precinct Catering Facility to ensure that appropriate use and bookings are made.

### **OBJECTIVES:**

To define the criteria for the use of the Cania Dam Recreational Precinct Catering Facility within the North Burnett Region for Council, Commercial Businesses, Community Organisations and Not-For Profit Organisations.

### **PRINCIPLES:**

The North Burnett Regional Council Cania Dam Recreational Precinct Catering Facility is to be made available for various purposes such as but not limited to, Community Group Meetings; Council Functions; Commercial Business Functions; and Private Functions, e.g Weddings, Fishing Competitions.

Bookings can be made by contacting Administration Officers within the Monto Office of the North Burnett Regional Council.

## **POLICY:**

### **CANIA DAM RECREATIONAL PRECINCT CATERING FACILITY: CONDITIONS OF HIRE**

The Council grants the hire of the Catering Facility subject to the following conditions:

#### **1 Application**

The right to use the Catering 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 details of the President, Treasurer and/or Secretary of the Club or Organisation for security reasons. The Privacy Act must be quoted to the hirer once the form has been completed.

#### **2 Booking Deposit**

Unless otherwise endorsed by the Chief Executive Officer, or Director/Manager under his delegation, in the Schedule to the Application for Catering Facility Hire, a Booking Deposit 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 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.

All organisations/private functions are required to pay a \$50.00 booking deposit for all bookings made during the year. This amount is refundable and will be deducted from the Catering Facility hire fees.

**Refundable Key Bond** to be paid each time a key is issued to access the Catering Facility, each hirer must pay a **\$20.00** key bond. The refund of the \$20.00 key bond will be made by cheque payment to the organisation or individual, with the issuing administration officer being required to furnish to Creditors an application for payment.

#### **3 Security Bonds – Public Functions**

Refundable Bond for ALL functions (in addition to appropriate facility hire charges)

The hirer shall be liable on demand by the Chief Executive Officer, 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 fittings and furniture therein or abnormal cleaning, the deposit (security bond) will be returned once a "Request For Payment" has been submitted and processed by North Burnett Regional Council Creditors Team. The bond will be returned by post.

#### **4 Hire Fees**

Hire fees shall be in accordance with the Adopted Schedule of Fees and Charges, as assessed by the North Burnett Regional Council annually and shall be payable no earlier than four (4) weeks prior to the date of the function, and a minimum of one (1)

week before the date of the function. Late bookings will be accepted where vacancies exist.

## **5 Use of Facility after Engaged Time**

*All functions* must be completed and the premises vacated prior to midnight, both on weeknights and weekends, or in accordance with liquor licence granted.

If the area is not vacated by the nominated times stated on Application Form *and impinge on subsequent bookings*, the hirer will incur a fee as set by Council from time to time in it's fees and charges.

Every 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.

## **6 Acts and Regulations**

The hirer shall conform to the requirements of the Food Act 2006, Local Government Act 2009; Local Law or Regulations made there under, and be liable for any breach of such Acts, Local Law/s or Regulations. 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.

## **7 Insurance**

The right to use Council's facility is subject to Council receiving an application in the required form signed by the proposed hirer undertaking to comply with these conditions. Any insurance cover for an organisation or individual wishing to utilise the Catering Facility is their responsibility. If the proposed hirer is a club, sporting body or incorporating organisation, the application must include a copy of the certificate of currency of the public liability insurance cover. Casual hirers, who are defined as "third parties" who hire Council facilities no more that a total of ten (10) days over a twelve (12) month period are covered under the scope of Council's public liability policy.

All bookings must be accompanied by the respective hire fees, security bond and/or deposit fees and shall be payable one (1) week prior the date of the function.

## 8 Indemnity

The hirer agrees to indemnify, keep indemnified, and to keep harmless the Council, its servants and agents, and each of them from and against all actions, costs, charges, expenses, damages whatsoever which may be brought, or made, or claimed against them, arising out of, or in relation to the hiring engagement. The Indemnity Clause on the *Application for North Burnett Regional Council Cania Dam Recreation Precinct Catering Facility Hire Form* must be signed by the hirer.

**IF THE INDEMNITY CLAUSE IS NOT SIGNED BY THE HIRER, THE CATERING FACILITY WILL NOT BE HIRED OUT.**

## 9 Cancellation of Booking

Any cancellation of a booking for the hire of the premises shall be made at least forty-eight (48) hours prior to the date of the function, to ensure availability for others who may wish to use the Catering Facility.

## 10 Obstructions

The hirer shall comply in every respect with legislation, Codes or Australian Standards with regard to public buildings for the prevention of overcrowding and obstruction of gangways, passages, corridors, or of any part of the building. Any person causing an offence against such regulations may be removed from the building.

## 11 Permission to Occupy

- (a) The hirer shall only be entitled to the use of the particular parts or part of the building hired on the date set out in the Schedule to the application and Council reserves the right to permit any other portion of the building to be hired for any other purpose at the same time.
  - (i) Use of any other portion of the building, *not stated* on the Schedule of Application by the hirer, will be **charged in full**.
- (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.

## 12 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 same is subject to these terms and conditions.

### **13 Assignment**

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

### **14 Gambling**

No game of chance (excluding a raffle), 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 from using the premises for games of Bingo or equivalent, providing relevant permits have been obtained.

### **15 Security**

The hirer shall, when so directed by the Chief Executive Officer or Directors/Managers under his delegation, to arrange for appropriate security.

### **16 Termination**

If the hirer commits, permits or allows any breach or default in the performance and observance of any of these conditions, Council may terminate the permission to use the premises and the hirer shall immediately vacate the premises, and for Public Licensed Functions only, the booking 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 in relation to the supply of any article or thing to the hirer, in which may be lost, damaged or stolen. The hirer hereby indemnifies Council against any claim by any such person, firm or corporation in respect of any stolen lost or damaged article or thing.

### **18 Directors – Managers**

Wherever appearing in these conditions and where the context so admits the expression Chief Executive Officer shall be deemed to include any other officer of the Council acting with the authority of the Chief Executive Officer expressly or implied.

### **19 Refusal to Grant Hire**

It shall be at the discretion of the Chief Executive Officer, or the Directors under his delegation, to refuse to grant the hire of the Catering Facility 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, or the Directors under his delegation, 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 the building throughout the whole duration of the use.
- (b) No spitting, obscene or insulting language or disorderly behaviour or damage to property shall be permitted in any part of the building.

## **21 Cleaning & Cleanliness**

The hirer is responsible for leaving the premises in a clean and tidy state, and shall immediately remove all rubbish and waste matter. It will be the hirer's responsibility to ensure that the Catering Facility is cleaned as soon as possible after the function and prior to the next usage of the Facility.

All table surfaces are to be cleaned and wiped down before returning to the storeroom.

Any cost incurred by Council in cleaning the premises resulting from the unsatisfactory condition in which the hirer left the premises *shall be recoverable from the hirer.*

Rubbish receptacles are provided. Users are required to remove and dispose of rubbish from the kitchen.

## **22 Food Safety Supervisor**

The user must nominate an appropriately qualified Food Safety Supervisor to oversee the operations of the kitchen during the period of use and provide a copy of such supervisor's credentials unless they are already known to Council. Guidance on requirements can be obtained from a Council Environmental Health Officer

## **23 Damages**

- (a) The floors, walls, curtains or any other part of the building or any fittings or furniture 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.

## **24 Signage**

No notice, sign, advertisement, scenery, fittings or decorations of any kind shall be erected on the building or attached or affixed to the walls, doors or any other portion of the building, fittings or furniture, without prior consent of the Chief Executive Officer, or the Directors under his delegation.

## **25 Decorations & Stage Fittings**

No stage property, decorations, electric lighting, naked lights of any kind or articles of similar nature shall be brought into the building without the consent of the Chief Executive Officer, or the Directors under his delegation. All such articles and property together with any catering appliances or fittings shall be removed by the hirer at the end of the function. No decorations are to be attached to any ceiling fan.

## **26 Smoking**

Smoking is not permitted in any Council building.

## **27 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 Chief Executive Officer, or the Directors under his delegation who shall make an endorsement on the Schedule to the application.

All spirits must be sold and supplied in measures of 30ml or 15ml or in pre-packaged, pre-mixed form. The sale of spirits in jugs or bottles is not permitted.

## **28 Subject of Entertainment**

The Chief Executive Officer may require the hirer to submit for approval the subject and programme for any entertainment or lecture prior to the use of the premises.

## **29 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 Chief Executive Officer thereon shall be final and conclusive.

## **30 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 North Burnett Regional Council against any claim for breach of copyright or any other action herewith.

## **31 Crockery**

Crockery breakages will be deducted from the bond, if no bond has been levied, the hirer will be charged for breakages. This includes functions that Council has waived or when no fee is applicable for Catering Facility hire. This includes Not-For-Profit Organisations.

### **32 Animals**

No animals are permitted in the facility at any time.

### **33 Gas**

Gas cylinders are provided. The use charge includes gas consumption during the period of use.

### **34 Induction**

The nominated contact person is required to complete an orientation and induction in the facility.

### **35 Responsibility of Contact Person**

The contact person nominated in this agreement is responsible for the conduct of the persons working in the facility except for those matters covered by the Food Safety Supervisor.



Mailing Address: PO Box 390, Gayndah Qld 4625  
Street Address: 34-36 Capper Street, Gayndah Qld 4625  
Telephone: 1300 696 272  
Facsimile: (07) 4161 1425  
Email: [admin@northburnett.qld.gov.au](mailto:admin@northburnett.qld.gov.au)  
Web: [northburnett.qld.gov.au](http://northburnett.qld.gov.au)  
ABN: 23 439 388 197

**Application for North Burnett Regional Council Cania Dam Recreation Precinct  
Catering Facility**

In Accordance with LGM Queensland Facility Hire Manual

Surname/Club/Organisation: \_\_\_\_\_

ABN Number (If applicable) \_\_\_\_\_

Given Names: \_\_\_\_\_

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

Telephone Number: (BH) \_\_\_\_\_ (AH) \_\_\_\_\_

Driver's License No: \_\_\_\_\_

Date of Application: \_\_\_\_\_

I \_\_\_\_\_ of \_\_\_\_\_

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 receiving and read a copy of the Conditions of Catering Facility 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 and hereby indemnify Council from any liability or litigation claim/s in association with negligence of my organisation or myself. I have inspected the premises and acknowledge that it/they will be suitable for the intended use.

Signed by nominated contact person \_\_\_\_\_

**Schedule**

**Booking Details:**

Location:  Monto  
1300 696 272 phone (07) 41611425 fax

Date of Hiring required: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Day of the week Required: \_\_\_\_\_

e.g. Monday

Time facility required: From \_\_\_\_\_ To \_\_\_\_\_

*"The information provided on this form will be used for assessing your request and will not be disclosed to any third parties without your written or verbal authorisation unless required to by law."*

**Function Details:**

Type of Function: \_\_\_\_\_

No. of People Attending: \_\_\_\_\_

Will a meal be served:  Yes  No

If yes, how will it be served?  Buffet  Sit-down

Will alcohol be served?  Yes  No License provided?  Yes  No

Will kitchen facilities be used?  Yes  No

Will cold room facility be required?  Yes  No

Will double door freezer be required?  Yes  No

<b>Office Use Only Section:</b>	
<b>Security Deposit:</b>	
Amount:	_____
Signature of Endorsing Officer:	_____
Date Received:	_____
<b>Payment:</b>	
Amount Received:	_____
Date Received:	_____
Receipt Number	_____

## Inspection Record

The facility should be checked prior to the function, to ensure that it is in a suitable condition for use, that all equipment to be used is stored correctly, and is available for use.

After the function, the facility should be checked again to verify compliance with the conditions of use, and to compile a record of the condition of the premises.

**EVENT:** \_\_\_\_\_ **Date:** \_\_\_\_\_

<b><u>Pre-event:</u></b>	<b>Yes/No</b>	<b>Comments</b>
Facility Clean	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____
Equipment stored correctly	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____
Emergency exits clear	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____
Fire fighting equipment in place	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____
Safety instructions provided	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____
Structural damage	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____
Equipment loss or damage	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____

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

<b><u>Post-event:</u></b>	<b>Yes/No</b>	<b>Comments</b>
Facility Clean	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____
Equipment stored correctly	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____
Emergency exits clear	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____
Fire fighting equipment in place	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____
Structural damage	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____
Equipment loss or damage	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____
Any incidents reported	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____

Signed: \_\_\_\_\_ Name of Officer: \_\_\_\_\_

Checked with Cleaners:    Yes        No