



**CAIRNS REGIONAL COUNCIL**  
**Application for a Licence to Conduct**  
**Activities &/or Hire of Facilities & Parklands**  
**in the Port Douglas / Mossman area**

Valid 1<sup>st</sup> July 2011 - 30<sup>th</sup> June 2012

Applications are to be lodged no later than 10 business working days prior to the event to allow for processing.  
Applications received after this time will be subject to consideration.

**DAY & DATE OF EVENT:**

**EVENT DETAILS**

Name / Type of Event:

Location:

**APPLICANT DETAILS**

Name of Person Lodging Application:

Company Name (if applicable):

Postal Address:

Phone:

Fax:

Mobile:

Email:

**Applications are to be returned to:**

**Cairns Regional Council**

**PO Box 359 CAIRNS, QLD, 4870**

**Facsimile: 07 4098 2902 / Phone : 07 4099 9444 / Email: [council@cairns.qld.gov.au](mailto:council@cairns.qld.gov.au)**

**OFFICE USE ONLY**

Date Application Lodged: .....

Site Plan Attached: Yes / No

Application Fee Amount Paid: \$..... Date: ..... Receipt #: .....

Hire of Venue / Services Fee: \$..... Date: ..... Receipt #: .....

Bond Amount Paid: T516 \$..... Date: ..... Receipt #: .....

DM5 Invoice / Licence #: .....

**THIS APPLICATION MUST BE ACCOMPANIED BY:**

- Application fee
- Location and site plans for the use / activity; and
- Copies of any other approvals etc. for the use / activity.
- Risk Management Plan (if requested by CRC)

**COUNCIL WILL IMPOSE CONDITIONS ON THE GRANTING OF A LICENCE RELATING TO:**

- Payment of licence fees
- Payment of fees for services provided by Council
- Risk management plan, insurance and indemnities; and lodgment of a security bond

**PLEASE NOTE:**

Specific requirements relating to the provision of:  
 \* Additional Public Amenities  
 \* Security Personnel  
 \* Alcohol  
 May be enforced by Council dependent on the size and type of activity.

**1. DATES & TIMES OF ACTIVITIES**

**Bump In Day/s & Date/s (set-up)**



**Days/s Dates/s of actual event**



**Bump Out Day/s & Date/s (pull-down)**



**2. ESTIMATED NUMBER OF PERSONS INVOLVED IN ACTIVITY:**

Guests \_\_\_\_\_ Paid employees \_\_\_\_\_ Volunteers \_\_\_\_\_

**3. DO YOU REQUIRE VEHICLE ACCESS FOR ANYTHING RELATED TO YOUR ACTIVITY?**

No     Yes

**4. LOCATION OF ACTIVITY**

**2.1 Please select venue**

*Tick all applicable boxes*

Rex Smeal Park  
T609 05638

Little Cove (basic wedding ceremonies only \* conditions apply) T609 05638

Market Park  
T609 05638

Reynolds Park  
T210 05310

Port Douglas Sugar Wharf  
T626 05424

Port Douglas Hall  
T619 05694

Mossman Shire Hall  
T619 05694

Daintree Hall  
T619 05694

Other (please provide details below)

Other area – please provide details below:

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## 5. PROPOSED USES / ACTIVITIES DETAILS

*Give Details of Proposed Uses / Activities (Please attach Plan)*

Please include

- Size and Dimensions of the area required
- Structures or equipment to be used

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## 6. OTHER APPROVALS REQUIRED FOR USES / ACTIVITIES

Is another approval, lease, licence or permit required for the uses / activities? (Please circle)

Will there be food? YES / NO

- Yes, for sale     Yes, provided to guests or BYO (not sold)

If catered please provide operator's Public Liability Certificate of Currency

Will there be alcohol? YES / NO

- Yes, for sale     Yes, provided to guests or BYO (not sold)

Will there be music (DJ, band)? YES / NO

Please provide operator's Public Liability Certificate of Currency

***Please provide details if you have circled YES for any of the above***

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**\*If you circled YES in one or more of the above boxes, approval, licence or permits may be required for your event / activity.**

- If you will be selling/providing food please contact Environment Assessment Far North Unit on 07 4099 9436
- If you will be selling/providing alcohol please contact the Office of Liquor and Gaming Regulation 13 13 04

## 7. EVENT REQUIREMENTS - SUPPLIED FROM COUNCIL

Structures or equipment to be used/ services required from Council. Please select

EQUIPMENT / STAFF HIRE	COST	NUMBER REQ.
Wheelie Bins (each/ includes removal)	P.O.A.	
Industrial Bin (each/ includes removal)	P.O.A.	

**Additional staff & services may be required / available. Price on application**

## 8. HIRE FEES AND CHARGES 11/12

	Private Events	Registered Charity / Council Run Events Not for Profit	Commercial Events Paid admission Open to public
<b>Application Fee – Parks Only</b> must be accompanied with all applications for licence (non refundable)			
All Areas	\$ 65	\$ 44	\$ 130
<b>Hire Fees</b>			
Little Cove (Basic Wedding Ceremonies). Hirer can have a maximum of 12 chairs, signing table &, lectern. Amplification, food & beverage prohibited	Application fee only	N/A	N/A
Rex Smeal Park	\$ 685 per day \$ 1,693 per week	\$ 342 per day \$846 per week	\$ 1,368 per day \$ 3,385 per week
Market Park	\$ 685 per day \$ 1,693 per week	\$ 342 per day \$846 per week	\$ 1,368 per day \$ 3,385 per week
Reynolds Park	POA	POA	POA
Port Douglas Sugar Wharf	POA	POA	POA
Port Douglas Hall	POA	POA	POA
Mossman Shire Hall	POA	POA	POA
Daintree Hall	POA	POA	POA
<b>Bump In / Out</b>			
Charged at 50% of the above day hire cost			
<b>Bond – Parks Only</b> (Please note; you will be advised of the bond for a venue at the time of quotation)			
Bond does not apply to standard BBQ use or events under 100 people with No External Catering or Alcohol - no bond required			\$3385/event
Events < 100 people. <b>With</b> Catering and/or alcohol	\$ 120		
Events < 500 people	\$ 420		
Events > 500 people	\$ 850		

Payments can be posted to PO Box 359, Cairns Qld 4870

Payment can be made cheque/efpos/credit card/cash at 119-145 Spence St., Cairns or 64-66 Front St, Mossman

Please pay monies in full 1 month before the event.

Please Note that NO Payments are accepted over the telephone.

**PLEASE NOTE: SHOULD THE SMOKE ALARMS BE ACTIVATED DURING OCCUPANCY OF THESE FACILITIES, YOU WILL BE REQUIRED TO PAY A FIRE CALL OUT FEE OF UP TO \$1000**

**CHECK LIST**

1. Fully completed Application for Licence Document
2. Copy of Public Liability Certificate of Currency
3. Copy of Liquor Licence, if applicable
4. Copy of Food Licence/Permit, if applicable
5. Signed approval from Mossman/Port Douglas Police
6. Retain a copy of the terms and conditions
7. Payment of prescribed fees

**General Information**

A copy of all Local Laws can be found on Council's website at [http://www.cairns.qld.gov.au/council/local\\_laws](http://www.cairns.qld.gov.au/council/local_laws)

If the use / activity is being conducted on trust land, it may be necessary for the use / activity to be approved under the *Land Act 1994*.

If a trustee lease is required under the *Land Act 1994* for the proposed use / activity, a licence is not required.

***Local Law 7 (Pedestrian Malls) / Local Law 10 (Public Entertainment Venues) / Local Law 27 (Commercial Recreational Activities) / Distribution of Business Advertising Publications and Touting Local Law 2004***

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**I have read and understand the terms and conditions relating to the licence of my activity:**

_____	_____
<b>Applicants Signature</b>	<b>Date</b>
_____	_____
<b>Print Name</b>	<b>Title / Company</b>

**Approval has been sought from the relevant Police station and a safe party pack received.**

**Mossman Police**

_____	_____
<b>Officers Signature</b>	<b>Date</b>

\_\_\_\_\_

**Print Name**

**Port Douglas Police**

_____	_____
<b>Officers Signature</b>	<b>Date</b>

\_\_\_\_\_

**Print Name**

**Security Company Name** \_\_\_\_\_

**Contact Phone Number** \_\_\_\_\_

**Registration Number** \_\_\_\_\_

## **Cairns Regional Council - Information Privacy Statement**

Your personal information has been collected for the purpose of assessing your Facilities Hire application. The collection of this information is authorised under *Health Act, Local Government Act 2009*. You are providing personal information which will be used for the purpose of delivering services and carrying out Council business. Your personal information is handled in accordance with the *Information Privacy Act 2009* and will be accessed by persons who have been authorised to do so. Your information will not be given to any other person or agency unless you have given Council permission to or the disclosure is required by law.

## **9). TERMS AND CONDITIONS OF LICENCE:**

### **9.1. APPLICATION**

The right to use the hall 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.

The conditions or approval may be altered, amended or revoked by the Council at any time and for any reason.

It is the responsibility of the hirer to obtain the key for the gate at Rex Smeal Park **PRIOR** to the event. Upon payment of the relevant fees the key will be issued to the hirer. The Key **MUST BE** returned on the next available working day, failure to do so would result in your bond being forfeited.

Events held at Rex Smeal Park which are conducted after 6.30pm, are only permitted in the area marked "A" on the attached appendix. Events that are conducted between 8.00am and 6.30pm are permitted in the areas marked "A" or "B". **Under no circumstances will events be permitted in the area marked as prohibited.**

### **9.2. SECURITY BOND**

Unless otherwise endorsed by an appropriate Council officer in the Schedule to the Application for Hall 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 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 or cleaning.

The bond will be forfeited if there is a breach of the Permit conditions. 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 will be returned within 2 weeks of the use of the premises.

### **9.3. HIRE FEES**

Hire Fees shall be in accordance with the Schedule prepared by the Council from time to time and shall be payable as soon as practicable after the booking is made and at the very latest one (1) week prior to the date of the function. **It is important to note that the booking will not be treated as confirmed until all relevant fees are paid.**

### **9.4. USE OF FACILITY AFTER ENGAGED TIME**

If the area is not vacated by the nominated time, the hirer shall forfeit the entire bond. 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.

### **9.5. CANCELLATION OF BOOKING**

Venue Hire fees will be returned on cancellation with the following deductions:

- Events involving greater than 500 people cancelled more than two calendar months prior to booking date: 10% of the hire fees are to be paid as a cancellation fee (excluding bump in and bump out fees).
- Events involving greater than 500 people cancelled more than one but less than two calendar months prior to booking date: 20% of the hire fees are to be paid as cancellation fee (excluding bump in and bump out fees).
- Events involving greater than 500 people cancelled less than one calendar month prior to booking date: 50% of venue hire fees to be paid as cancellation fee (excluding bump in and bump out fees).
- Events involving less than 500 people cancelled less than two weeks prior to booking date: 20% of the venue hire fees are to be paid as a cancellation fee (excluding bump in and bump out fees).
- Events involving less than 500 people cancelled less than 48 hours prior to booking date: 50% of the venue hire fees are to be paid as a cancellation fee (excluding bump in and bump out fees).

### **9.6. CHANGE OF HIRE HOURS/DAY**

A minimum of 48 hours notice is required for a change to your booking. Less than 48 hours notice will incur an administration fee.

## 9.7. FOOD & LIQUOR LICENCING

The sale / provision of liquor on the premises is forbidden unless the hirer obtains a permit from the appropriate authority. In the event a permit is not required a risk assessment must be completed and additional conditions may be imposed by Council.

BYO alcohol events may be approved dependant on the type and size of the event. Specific conditions may be applied to that event.

Any permits or approvals required by any Government Department in particular the Department of Employment, Economic Development and Innovation, (Office of Liquor and Gaming Regulation) and the Queensland Police Service are to be obtained. Compliance with the conditions of any approval that any Government Department may impose is essential. A copy of the Liquor licence relevant for the event is to be provided to Council before the event occurs.

The provisions of the Food Act 2006 with particular reference to the Council's Environmental Assessment Branch requirements relating to the preparation and storage of food for sale are to be conformed with.

The name and address of the caterers are to be supplied to Council's Environmental Assessment Branch prior to the event being conducted. Caterers are to provide Council's Environmental Health Officers with a completed "Temporary Food Stall" application prior to the event.

**MOSSMAN SHIRE HALL - All food and drink can only be sold and / or consumed in the main hall area of the Mossman Shire Hall upon permission in writing being obtained from Council.**

**PORT DOUGLAS SUGAR WHARF - The preparation / cooking of food is not permitted inside the Port Douglas Sugar Wharf. Cooking must be allocated to the concrete slab only to ensure emergency access to the building is not inhibited.**

## 9.8. NOISE

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

Noise is to be kept at a level, which will not adversely impact on the amenity of nearby residents. Packing up of equipment on parks and Reserves is to be completed by 11.00pm. Site clean up is not to commence before 9.00am on a weekend or 7.00am on a weekday

Amplified sound is permitted at Port Douglas Sugar Wharf with conditions set by the relevant Facilities Manager. For more information please contact Cairns Regional Council – Mossman Office on (07) 40999 444.

Noise limits apply to those functions, which are "Open-Air Events". The limits apply as stated in the table below:

### TIMES

Before 7.00am	No audible noise
7.00am to 10.00pm	< 70dB (A)
10.00pm to midnight	Less than the lower of: 50dB (A) or 10dB(A) above background

## 9.9. FIREWORKS

An application to conduct fireworks must be made separately by the person proposing to conduct the fireworks display. The application must be accompanied by a current copy of Public Liability Insurance to the value of ten (10) million dollars and a copy of the relevant licence held by the person conducting the display.

Fireworks will only be permitted once in any for (4) week period unless the time, length of display and nature of the display is considered minor.

On approval of a fireworks display, the fireworks operator will be responsible for notifying residents from a list supplied by Council on application.

## 9.10. INSURANCE

The hirer shall take out and keep current during the period of hire a 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 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 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 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 and a copy of the insurance policy and a receipt for the premium paid shall be supplied to the Council or its authorised officer prior to the event being conducted at least one week prior.

## 9.11. INDEMNITY

The hirer agrees to indemnify, and keep indemnified, and to hold harmless the Council, the Department of Education, 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.

### **9.12. ACTS AND REGULATIONS**

The hirer shall conform to the requirements of the *Health Act, Local Government Act*, and any Local Law or Regulation made there under, 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.

### **9.13. 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 shall be removed from the building.

In conducting the event all measures or procedures considered necessary are to be undertaken to ensure the safety of the general public and persons attending the function.

### **9.14. PERMISSION TO OCCUPY**

The hirer shall only be entitled to the use of the particular part or parts of the building 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 building to be hired for any other purpose at the same time.

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.

### **9.15. ASSIGNMENT**

Hirers that are granted permission to use any of Council's Community Buildings, Parks or Reserves shall not assign the right of use to any other person, organisation or body.

### **9.16. ADULT SUPERVISION**

The application form referred to in Clause 1 shall be completed by an adult who will be supervising the function and the person completing the application form and whose signature appears on the same is subject to these terms and conditions.

### **9.17. SEATING**

The hirer is responsible for the arrangement of the seats and tables required in any Hall, Park or Reserve provided, the arrangement must conform with the Public Health Regulations. It is also the hirers responsibility to neatly stack away all seats and tables on completion.

### **9.18. 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.

### **9.19. POLICE & SECURITY**

The hirer shall, when so directed by Council arrange for the police to be notified of an event and /or for police attendance.

Security shall be required for events where alcohol is sold or provided, the ratio being one security guard for up to 100 people plus one security guard for every 70 people after the first 100.

### **9.20. PARKING ATTENDANTS**

A hirer may employ his own attendant, but if in the opinion of the Council it is necessary for Council to employ one or more parking attendants for any function to be held in the hall, the cost of employing such attendants shall be borne by the hirer.

### **9.21. 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.

### **9.22. 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.

### **9.23. REFUSAL TO GRANT HIRE**

It shall be at the discretion of the Council 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 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.

#### **9.24. GOOD ORDER**

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 period of use.

No spitting, obscene or insulting language or disorderly behaviour or damage to property shall be permitted in any part of the building.

#### **9.25. CLEANLINESS**

The hirer is responsible for leaving the premises in a clean and tidy state. Floors should be swept and mopped if required and 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.

#### **9.26. DAMAGES**

The floors, walls, curtains or any other part of the building or any fittings or furniture shall not be removed, broken, pierced by nails, screws pins, staples or hot glue or in any other way damaged. **The hirer shall accept full financial responsibility for damage to Council property except for normal wear and tear. (See 9.21)**

Vegetation growing in areas used is not to be damaged in any matter.

#### **9.27. VEHICLE ACCESS**

Vehicles are restricted to car parks and street parking only. The hirer shall not permit vehicles of any kind to be driven, wheeled or manoeuvred on grassed areas, or pedestrian paved areas, with the exception of Rex Smeal Park where permission for vehicular access into the park shall be obtained from Council's Parks & Precinct Supervisor on 0407631269 prior to any setup. Should vehicles be parked, driven or manoeuvred on grassed or pedestrian paved areas during the hire period, the hirer shall forfeit the security bond whether damage has been occasioned or not.

#### **9.28. SIGNAGE**

No notice, sign, advertisement, scenery, fittings or decorations of any kind shall be erected on or in 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 Council.

**No notice, sign, advertisement, scenery, fittings or decorations of any kind shall be erected on or in the building which is heritage listed.**

#### **9.29. DECORATIONS STAGE FITTINGS**

No stage property, decorations, electric lighting, naked lights of any kind or articles of similar nature (eg candles, oil burners or mosquito burners) shall be brought into the building without the consent of the Council. This includes smoke machines, additional seating and scaffolding. 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 Permission is given within Heritage Buildings for naked lights of any kind or articles of similar nature (eg candles, oil burners or mosquito burners) shall be brought into Sugar Wharf or Jetty. This includes smoke machines.**

#### **9.30. SMOKING**

Smoking is not permitted in any Council building.

#### **9.31. OPENING AND CLOSING HALLS**

The hall-caretaker shall open the hall at the booked time for the hirer and shall close the hall at the end of the booked time.

#### **9.32. FREE ACCESS**

Any officer or employee of the Council whom the Council may appoint shall at any time be entitled to free access to any and every part of the building for compliance purposes.

#### **9.33. 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.

#### **9.34. 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 Cairns Regional Council against any claim for breach of copyright or any other action herewith.

## **NOTES FOR HERITAGE BUILDINGS**

Please ensure the utmost care is taken when you hire these Facilities.  
As these building are covered by EPA regulations we must adhere to the following:

### **9.1. APPLICATION**

The right to use the hall 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.

**The conditions or approval may be altered, amended or revoked by the Council at any time and for any reason.**

It is the responsibility of the hirer to obtain the key for the gate at Rex Smeal Park PRIOR to the event. Upon payment of the relevant fees the key will be issued to the hirer. The Key MUST BE returned on the next available working day, failure to do so would result in your bond being forfeited.

Events held at Rex Smeal Park which are conducted after 6.30pm, are only permitted in the area marked "A" on the attached appendix. Events that are conducted between 8.00am and 6.30pm are permitted in the areas marked "A" or "B". Under no circumstances will events be permitted in the area marked as prohibited.

### **9.7. FOOD & LIQUOR LICENCING**

The sale / provision of liquor on the premises is forbidden unless the hirer obtains a permit from the appropriate authority. In the event a permit is not required a risk assessment must be completed and additional conditions may be imposed by Council.

BYO alcohol events may be approved dependant on the type and size of the event. Specific conditions may be applied to that event.

Any permits or approvals required by any Government Department in particular the Department of Employment, Economic Development and Innovation, (Office of Liquor and Gaming Regulation) and the Queensland Police Service are to be obtained. Compliance with the conditions of any approval that any Government Department may impose is essential. **A copy of the Liquor licence relevant for the event is to be provided to Council before the event occurs.**

The provisions of the Food Act 2006 with particular reference to the Council's Environmental Assessment Branch requirements relating to the preparation and storage of food for sale are to be conformed with.

The name and address of the caterers are to be supplied to Council's Environmental Assessment Branch prior to the event being conducted. Caterers are to provide Council's Environmental Health Officers with a completed "Temporary Food Stall" application prior to the event.

**MOSSMAN SHIRE HALL - All food and drink can only be sold and / or consumed in the main hall area of the Mossman Shire Hall upon permission in writing being obtained from Council.**

**PORT DOUGLAS SUGAR WHARF - The preparation / cooking of food is not permitted inside the Port Douglas Sugar Wharf. Cooking must be allocated to the concrete slab only to ensure emergency access to the building is not inhibited.**

### **9.15. ASSIGNMENT**

**Hirers that are granted permission to use any of Council's Community Buildings, Parks or Reserves shall not assign the right of use to any other person, organisation or body.**

### **9.19. POLICE & SECURITY**

**The hirer shall, when so directed by Council arrange for the police to be notified of an event and /or for police attendance.**

**Security shall be required for events where alcohol is sold or provided, the ratio being one security guard for up to 100 people plus one security guard for every 70 people after the first 100.**

### **9.21. 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.**

## 9.26. DAMAGES

The floors, walls, curtains or any other part of the building or any fittings or furniture shall not be removed, broken, pierced by nails, screws pins, staples or hot glue or in any other way damaged.

The hirer shall accept full financial responsibility for damage to Council property except for normal wear and tear. (See 9.21)

Vegetation growing in areas used is not to be damaged in any matter.

## 9.28. SIGNAGE

No notice, sign, advertisement, scenery, fittings or decorations of any kind shall be erected on or in 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 Council.

No notice, sign, advertisement, scenery, fittings or decorations of any kind shall be erected on or in the building which is heritage listed.

## 9.29. DECORATIONS STAGE FITTINGS

No stage property, decorations, electric lighting, naked lights of any kind or articles of similar nature (eg candles, oil burners or mosquito burners) shall be brought into the building without the consent of the Council. This includes smoke machines, additional seating and scaffolding. 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 Permission is given within Heritage Buildings for naked lights of any kind or articles of similar nature (eg candles, oil burners or mosquito burners) shall be brought into Sugar Wharf or Jetty. This includes smoke machines.



**Aerial View of Markets / Rex Smeal Park**



