



## Application to Hire Isis Cultural Centre

Completed application forms can be scanned and submitted by email to: [drusso@tskfa.com.au](mailto:drusso@tskfa.com.au) or post to TSKF Childers Inc, PO Box 261, CHILDERS QLD 4660 or fax to 07 4126 6000 no later than 5 working days prior to the proposed event. Applicant must be over 18 years old. Proof of age is required. The Management Committee does not accept tentative bookings. Visit the Cultural Centre website to view Information Sheets for the facility. ([isisculturalcentre.com](http://isisculturalcentre.com)).

### Hirer

Contact Name:

Organisation (if applicable):

Is your Organization Not for Profit: No / Yes

If Yes, please attach copy of Certificate of Incorporation/Statement Letter

Postal Address:

Mobile:

Home Phone:

Work Phone:

Email:

### Booking Details

Is this function/event to celebrate an 18th or 21st birthday?

☐ Yes

☐ No

Note: There are additional specific conditions when an event is for the celebration of an 18th or 21st birthday.

1. \$1,000 refundable bond applies due to the event being considered high risk.
2. A private licensed security company needs to be engaged by the hirer to ensure there is adequate supervision of all attendees. Parents and/or family members are not to be the only supervision.
3. There is to be no advertising of the party on Facebook, on the Internet, by word of mouth or by SMS on mobiles.
4. Only those who have been formally invited are to attend. A list is to be held at the door and the names of guests are to be marked off on arrival.
5. A Queensland Police Party Safe Registration Form is to be completed by the hirer, taken to the police station for signature and a copy is to be returned to Council's Booking Office no later than 2 weeks before the event.

To download a copy of the Queensland Police registration form, go to:

<http://www.police.qld.gov.au/programs/cscp/personalSafety/youth/partySafe/registration.htm>

Please be advised all additional conditions stated in the attached Conditions of Hire also apply.

### Office Use Only

|               |  |               |  |                   |  |
|---------------|--|---------------|--|-------------------|--|
| Venue Hired:  |  | Hire Fee:     |  | Total Paid:       |  |
| Date/s Hired: |  | Bond Fee:     |  | Date Paid:        |  |
| Time of Hire: |  | Total Fee:    |  | Bond Refund Paid: |  |
| Invoice No:   |  | Invoice Sent: |  | Square Fees:      |  |



### Rooms Required:

Main Hall ☐ Supper Room ☐ Kitchen/Bar ☐ Meeting Room ☐ Crescent St Meeting Room ☐

Number of attendees: \_\_\_\_\_

Note: If there are over 1000 attendees: A noise management plan may be required for your event.

**Function /event date:** \_\_\_\_\_ to \_\_\_\_\_

**Function /event times:** Start \_\_\_\_\_ Finish \_\_\_\_\_

Please indicate below if you require access for setting up before the event day and for clearing away:

#### If YES:

Set Up Commence Date: \_\_\_\_\_ Time\*: Start \_\_\_\_\_ Finish \_\_\_\_\_

Clean Up Commence Date: \_\_\_\_\_ Time\*: Start \_\_\_\_\_ Finish \_\_\_\_\_

\* Additional charges may apply.

**Do you wish to use the air-conditioning on this booking?** ☐ Yes ☐ No

(An additional charge of \$67 will apply for main auditorium & supper room use of a/c)

**Do you wish to make this a re-occurring booking?** ☐ Yes ☐ No

#### If YES:

On what day? ☐ Monday ☐ Tuesday ☐ Wednesday ☐ Thursday ☐ Friday

How often? ☐ Weekly ☐ Fortnightly ☐ Monthly ☐ Other:

Invoice preference? ☐ Monthly ☐ Quarterly Note: Renewals must be completed annually

Other information: \_\_\_\_\_

### Catering/Food Preparation

#### Will there be catering provided or food prepared in the Venue?

**If YES:** Please provide details of the caterer below:

☐ Yes - \*Caterer or food preparer \_\_\_\_\_ Ph: \_\_\_\_\_

☐ No

\*If the name of the caterer is not known at time of application, it is the responsibility of the Hirer to provide this information prior to the event.

Name of BRC Health Officer issuing permit (if applicable): \_\_\_\_\_

Date: \_\_\_\_\_



### Equipment Set Up

Note: Hirers are to abide by the operation instructions provided for any equipment used during the hire and are to report any defects as soon as practicable. Any repair costs for damage caused to equipment by the Hirers will be recovered from the Bond.

### Liquor/Alcohol

*Under the current Queensland Liquor Act 1992 it is an offence to consume liquor in a public place and a license must be sought to both sell and consume liquor. Please visit [www.olgr.qld.gov.au](http://www.olgr.qld.gov.au) for information on obtaining a liquor license for your function.*

**Is there liquor to be consumed/sold?**

☐ Yes

☐ No

**\*If YES,** a liquor permit must be obtained and be displayed during the event with a copy supplied with this application.

### Charity

**Is the event raising funds for Charity?**

☐ Yes

☐ No

Please provide details of the charity to receive funds below:

Charity Organization:

Contact Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

### Insurance

**Are you hiring this facility as part of an organization?**

☐ Yes

☐ No

**If YES:**

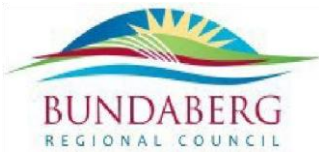
Company Name: \_\_\_\_\_

Policy #: \_\_\_\_\_ Expiry Date: \_\_\_\_\_

A Certificate of Currency (copy) with cover to the amount of \$10 million (\$10M) for the policy must be provided with this application.

Note: Please skip the next page – you DO NOT need to complete the ‘Casual Hirers Liability Insurance Cover Form’

**If No:** - A *Casual Hirers Liability Insurance Cover Form* needs to be completed (see next page). You may have access to the Bundaberg Regional Council Casual Hirer's Liability Insurance.



## Casual Hirers Liability Insurance Cover Form

Council is collecting your personal information (e.g. name, address, phone number etc), for the purposes as outlined on this form. This information will only be accessed by authorised Council officers and handled in accordance with Council's Privacy Statement governed by the *Information Privacy Act 2009*. Visit [bundaberg.qld.gov.au/privacy](http://bundaberg.qld.gov.au/privacy) for further information.

Bundaberg Regional Council (herein referred to as Council) strongly recommends you seek professional independent advice before deciding to avail yourself of this insurance cover.

I, \_\_\_\_\_

of \_\_\_\_\_

acknowledge that Council has in place a Casual Hirers Liability Insurance Cover, which is available at no cost to me unless a claim is made. If a claim is made, I acknowledge I will be responsible to pay the \$2,000 Policy Deductible (Excess). I further acknowledge that I have read the following clause which provides an understanding of the coverage terms and what constitutes a Casual Hirer for the purpose of this Insurance Cover. Given the terms below and the definition of a Casual Hirer for the purpose of this Insurance Cover, I confirm that meet the criteria for coverage under this policy.

### Casual Hirer Coverage

#### Eligibility Criteria:

This cover does not extend to business or commercial operators. The Liability Insurance Policy Cover is restricted to Hirers who can be described as non-commercial, not incorporated and irregular users of Council facilities. Cover cannot be provided for incorporated bodies, sporting clubs or associations of any kind.

Casual Hirers are further defined as third parties who hire Council facilities for no more than a total of 12 days during this financial year.

Cover does not apply to fairs, festivals, fetes, parades, marches or other special events where more than 500 people are expected to attend.

No cover is provided for hires that involve the following activities, services or products provided by you as the hirer (*As the hirer you are responsible for ensuring any third party whose services you engage, have their own insurance*):

- fireworks, pyrotechnics or explosives
- inflatable recreational equipment (including jumping castles and inflatable slides), trampolines or amusement rides/devices (of any description – mechanical, powered or animal)
- high risk sports or High risk sports are those that involve a high degree of inherent risk of injury and include (*but are not limited to*):
  - boxing or martial arts
  - gymnastics
  - weightlifting or athletics
  - cricket, baseball or similar involving the use of hard balls
  - competitive racing
  - parkour or obstacle course events
  - bull riding (mechanical or animal-based)



- equine or livestock sports, including tethered rides
- contact sports including football and soccer
- sports conducted on courts
- climbing or abseiling.

*It does not include sports with a low degree of inherent risk of injury such as indoor bowls, board games, lawn bowls, table tennis, cricket or baseball involving the use of a lightweight rubber ball of tennis ball (instead of the usual hard ball), frisbee, bocce, darts, billiards or similar.*

- Sale of alcohol
- Sale of tobacco, e-cigarettes, electronic vaping devices, electronic nicotine delivery systems or similar smoking apparatus
- Sale of goods imported by you
- Sale of toys, including children's toys
- Flammable, dangerous and/or hazardous chemicals, petrochemicals, pool chemicals and flammable liquids with a flash point below 23°C
- Sale of animals, animal feed pet food or pet food supplements (not including pet treats for domestic animals)
- Use of live animals
- Bicycles, skateboards, in line skates, roller skates, scooters and associated protective equipment
- Inflatable pools, life jackets, floating devices and other floating aids
- Protective or safety equipment and/or clothing, eyewear and life preservation products
- Second hand electrical items & tools
- Automotive parts/accessories or any nature (including motorcycles)
- Sporting goods/equipment
- Swords, spears, bows, crossbows, firearms, ammunition of weapons of any kind
- Knives, not including chef/kitchen knives or garden pruning equipment
- Vaporisers and humidifiers
- Treatment risks including massage, acupuncture, chiropractic treatment and natural therapies
- Nutraceuticals or cosmetics
- Any medical device or alternative therapy medical device include any massage device
- Detergents and/or soaps (including natural) manufactured by yourself
- Candles of any description and including the burning or heating by flame of oils/essences but excluding incense sticks
- Vitamins, minerals, herbals and other health supplements (other than food)
- Children's cubby houses
- Children's swings, slides, playground equipment or climbing equipment
- Baby/infant clothing or children's clothing
- Child minding activities
- Photo booths

Anyone who cannot be covered by this cover must organise their own Public Liability Insurance, with cover to at least \$20 million and submit a copy of their certificate of currency as proof of cover no later than ten (10) working days prior to the event.

#### **Terms and Conditions:**

The Casual Hirers Liability Insurance only extends to the approved hirer and not to any third party engaged to offer services at the venue, including but not limited to catering services, entertainment, decorating services, etc. I understand that as the hirer, it is my responsibility to ensure all third parties whose services I engage provide their own Public Liability Insurance with cover to at least \$20 million.

I advise that upon reading this and having received independent advice (legal or otherwise) to satisfy my needs, I believe this definition extends to include myself in the circumstances I will be using the Council venue and I will avail myself of the cover.

I understand and acknowledge that Council is not representing the insurer and/or myself in respect of this insurance and is not in a position to grant or confirm cover in my particular instance other than to confirm that the Casual Hirers Liability Insurance policy is current.



In taking up this cover, I understand it is a condition of cover that I must take all reasonable precautions to prevent incidents occurring that could result in claims against me.

I understand if any confidential information is provided to me in relation the circumstances I am hiring/using the venue for, that I am to keep that information confidential (except to the extent required by law to disclose it) including taking all action reasonably necessary to maintain confidentiality of such information and maintain security measure to protect it from unauthorized access, use, copying or disclosure.

The coverage extended to me as the covered person is reduced by Exceptions which apply to the policy, including: advertising liability, aircraft/aircraft products/watercraft/hovercraft, asbestos, assault and battery, contractual liability, cyber, defamation, employment liability, faulty workmanship, fines/penalties/liquidated damages, loss of use, participation, personal injury to umpires, pollution, product defect, product recall, professional liability, punitive damages, radioactivity and nuclear, sanctions, sexual abuse, terrorism, total listed human disease, vehicles and war. *A copy of the full policy wording can be provided to me on request if I am concerned about the coverage available to me.*

I understand that in the event of an incident occurring that could possibly result in a claim under this policy that I must advise Council as soon as possible thereafter so that guidance can be provided on the appropriate action to take, to ensure the Insurer is advised in accordance with Policy Conditions. I also understand that it will be my responsibility to pay the \$2,000 Policy Deductible (Excess).

If for some reason I may not be indemnified under this insurance, I understand that I would be personally liable for any claims arising out of my use of this venue.

Additionally, I understand that in the event of a claim or potential claim, I MUST NOT admit liability, negotiate or make any promise of payment unless the insurers first agree in writing. I understand that failure to comply with this could jeopardise my claim.

## Venue and Hire Details

Council facility hired/used: \_\_\_\_\_

Date of hire/use: \_\_\_\_\_ to \_\_\_\_\_

Signed by Hirer: \_\_\_\_\_ Date: \_\_\_\_\_

*\* For the purpose of this acknowledgement "I" is construed to read "I" or "we" and "myself" is construed to read "myself" or "ourselves" to represent one or more persons.*

***Please email or post pages 1 - 6 to process your application.***



### Conditions of Hire

1. Completed Application Forms are to be submitted to the Isis Cultural Centre Management Committee at the earliest opportunity but no later than five (5) working days prior to the event.
2. A booking cannot be confirmed until the Application Form is submitted, the hiring fee and bond paid in full and a confirmation email received from the Management Committee.
3. Notwithstanding any prior booking made to any other person and persons, the property will be made available to the Local, State or Federal Governments for the purpose of elections or for any other purpose which Council may consider necessary including in the event of a disaster.
4. Hirers may not have "exclusive" use of the facility for their function. Other bookings may be taken throughout the facility for other rooms, buildings or areas.
5. Please arrange a time at which you are able to inspect the Hall prior to the event.
6. The Management Committee may at its discretion refuse to accept any application for hire of the Isis Cultural Centre.
7. The Hirer shall abide by all directions given by the Management Committee.
8. No animals or wildlife are allowed in the facility without prior approval from the Management Committee.
9. If the sound system is required, the equipment should be obtained from the Management Committee. All equipment is to be returned to the same position as found.
10. If the grand piano is required, the key should be obtained from the Management Committee.
11. If bar facilities are required, the key should be obtained from the Management Committee. All equipment is to be returned to the same location as found. The locked cupboard under the front counter contains 6 drink trays, ice buckets, nip measures, tongs, ladles, beer taps, keg connectors and outlets. The cold room has facilities to cater for Castlemaine Perkins (XXXX) and Carlton & United (VB & Mid-strength) products.

### Fees and Cancellations

1. The Hirer is responsible for the payment of the hiring fees and bond in advance.
2. A bond is required for all events. Any cost incurred by the Management Committee will be deducted from the bond monies. The Hirer is responsible for any additional cleaning costs necessary to reinstate to facility to its condition prior to the hiring and for any costs/fees incurred for the repair or replacement of any loss or damage to the property, furniture, fittings and equipment. If the bond does not cover these costs, an invoice will be forwarded to the Hirer. Where the inspection of the facility proves satisfactory, a cheque for the refund of the bond monies will be forwarded to the Hirer within 7 to 10 working days.
3. The fees and charges are set by Bundaberg Regional Council.
4. Notice of all cancellations or changes to bookings must be received in writing at the earliest opportunity prior to the event.
5. Cancellations with less than 5 working days' notice may attract an administration fee.

### Keys

1. Keys are to be collected during business hours, no earlier than three (3) working days before the event, from Isis Hardware, 47 Churchill Street, and returned at the earliest convenience after the hire. Hirers will sign the keys out.
2. If the key is not collected during business hours prior to the event, access may not be possible, or the Hirer will be charged all resulting fees including an after-hours call out fee.
3. The Hirer or their agent shall be responsible for the return of all keys issued and these must be signed back in by the Hirer or agent.



## Insurance

1. Public Liability is the responsibility of the Hirer.
2. All incorporated community groups, sporting clubs, associations, organisations or business or commercial operators must submit a copy of their Public Liability Insurance Certificate with the completed Application Form.
3. Unincorporated and private hirers may be covered under Council's Casual Hirers Public Liability Insurance Policy subject to meeting condition criteria. The Casual Hirers Liability Insurance Cover Form will be attached to this form if applicable.
4. Subject to the clause below, the Hirer will at all times indemnify TSKF Childers Inc. from and against any foreseeable loss or liability that is caused by any unlawful or negligent act or omission by the Hirer or breach of this contract by the Hirer.
5. The Hirer's liability to indemnify TSKF Childers Inc. under this clause will be reduced proportionally to the extent that such loss or liability was contributed to by any unlawful or negligent act or omission or breach of this contract TSKF Childers Inc. or its officers, employees, subcontractors, agents or professional advisors.

## Hire Period

1. The booking shall commence and finish at the times stated on this Application Form. Any additional time will be charged to the Hirer.
2. The hire period is permissible from 8:00am to 12:00 midnight however where the facility is to be hired following a function held the previous night, the Hirer will not be permitted to utilise the facility before 10:00am unless arrangements have been made with the Management Committee.
3. It shall be the responsibility of the Hirer of the premises to ensure that all persons have vacated the building or area by the completion time as stated on the Application Form but no later than 12:00 midnight.

## Cleaning

1. The facility shall be left in a clean and orderly state at the end of the hire period and in accordance with the following cleaning requirements:
  - 1.1 Return all furniture to original positions.
  - 1.2 Sweeping of all hard floors and mopping with warm water where necessary.
  - 1.3 Wipe down all benches, tables, chairs and fridge/s.
  - 1.4 If the kitchen/bar has been used then all urns must be emptied and turned off and any glassware, crockery and cutlery washed, dried and put away.
  - 1.5 Arrange for steam cleaning or dry cleaning of carpets should any spillages occur.
  - 1.6 Dispose of any rubbish correctly into outside bins before leaving. Rubbish is not to be dumped on the ground near the bins. Recycle where possible.
  - 1.7 Ensure that the outside area, including the car park, is free of litter.
  - 1.8 Ensure the toilets are left in a tidy state.
  - 1.9 Supply own garbage bags, and cleaning materials.
  - 1.10 It is the Hirer's responsibility that the caterer and/or cleaner hired abide by the above.
  - 1.11 Failure to do any of the above will incur a cleaning charge payable by the Hirer or deducted from Bond.





## Equipment

1. The Hirer shall be responsible for any maintenance and preservation of good order in the properties of any rooms thereto and in the approaches throughout the whole duration of the hiring.
2. Ensure all doors and windows are locked, all lights, air conditioning and fans (where applicable) are turned off and, where required, alarms activated.
3. At all dances and rock concerts, lights shall be burning at all times as directed by Management staff.
4. Any electrical items brought into and used in the facility must have a current electrical safety test tag. Fires or damages caused by untagged equipment being used will result in the Hirer being invoiced for repairs and costs associated with said fires and damages.
5. Connection to 3-phase power, where available, is to be made by a qualified electrician only.
6. The Hirer is responsible for the payment of any replacement glassware, crockery and other equipment broken, damaged or missing after their occupancy.
7. Tables and chairs, where used, are to be carried and placed into position and returned to their original position after use. **Please do not drag these items across the floor.**
8. Should the Hirer wish to decorate the premises, the Hirer shall make the necessary arrangements with Management Staff and shall, immediately after the function, or at a time agreed upon by Management remove all such decorations. No nails, pins, blu tac, masking, duct or sticking tape is to be used in the facility. Only blue painters tape is permitted and is required to be completely removed at the end of the hire. The use of any item causing damage or marks will result in repair costs being recovered from the bond.
9. The piano is not to be moved. Liquids and food of any type must not be placed on the piano. The Hirer will be held responsible for any malicious damage to the piano caused through misuse.
10. All caterer's equipment, musical instruments and other equipment used for the function are to be removed from the facility immediately after the function has concluded, or at the time approved by Management Committee.
11. The tables and chairs from the hall must not be used outside of the hall unless express permission has been granted by the Management Committee.
12. This facility is not equipped with emergency first aid kits. It is the responsibility of the Hirer to have first aid supplies available at all times.

## Noise & Surrounding Residents

1. The Isis Cultural Centre is located in a residential zone. Therefore, it is expected that the surrounding residents be respected. The Hirer is responsible for the preservation of good order during and following the hire of the facility.
2. The Hirer must meet the requirements of the Environmental Protection Act 1994.
3. All music and noise levels must be kept to an acceptable level. Music and DJs must cease at 10:00pm unless operating under a noise management plan approved by the Management Committee.
4. The Hirer, exhibitors and participants must abide by Regulated Parking restrictions in force around the subject facility. Vehicles should not obstruct access to driveways or restrict parking in the street.
5. Indoor venues – the Hirer of this facility must not use, or permit the use of, the building as an indoor venue on any day:
  - 5.1 before 7:00am, if the use makes an audible noise; or
  - 5.2 from 7:00am to 10:00pm, if the use makes a noise of more than 5dB(A) above the background level; or
  - 5.3 6.3 from 10:00pm to midnight, if the use makes a noise of more than 3dB(A) above the background level



## Permits & Regulations

1. A Liquor Permit is to be obtained for a function being conducted at a Council venue where alcohol is being sold on site. A copy of such Permit shall be displayed in the bar whilst the function is in progress and a copy of the Permit is to be submitted to the Management Committee prior to the hire. A Liquor Permit Application must be submitted 21 days prior to the event to the liquor licensing office in the locality of the function. Any alcohol permitted on the premises is to be consumed within the confines of the building.
2. 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, fire exits or of any part of the building. Any person causing an offence against such regulations shall be removed from the building. Copies of Codes or Australian Standards may be purchased through the Standards Australia website.
3. Fire extinguishers are provided for this facility in emergency situations that require their use. If, during the period of hire, it is found that the extinguishers have been inappropriately used, the Hirer will be responsible for the cost of recharging the fire extinguisher(s) and any damage caused by its use. If, during the course of the hire, it is necessary to use the fire extinguisher, it is requested that the Hirer advise the Management Committee of the event.
4. 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 TSKF Childers Inc. against any claim for the breach of copyright or any other action herewith.
5. The Isis Cultural Centre is not a residential premise, nor is it designed or licensed to accommodate people. Using the facility for residential purposes, i.e. sleeping/camping overnight, is not permitted. Should this occur, people will be removed and the bond forfeited.
6. No smoking is permitted in, or within 4 metres of, all the venue. This includes the outdoor courtyard and outdoor bar areas.

## Signage

1. All signage requirements including size, method of display and location, are to be sighted and agreed with by the Management Committee.
2. Signs attached to road and utility infrastructure are not allowed. However, the Department of Transport & Main Roads may allow erection of free-standing sign/s for community events. Hirers should write to the department and provide a copy of the sign layout showing the size and wording proposed. A penalty applies for the erection of unauthorised signs.

## Security

1. For private functions, security attendants or mature adults may be required to be in attendance in sufficient numbers to control the number of guests and to ensure that there is no inappropriate behaviour or activities being undertaken by guests that will require excess cleaning, such as litter or discarded or broken bottles, or that will be a nuisance or annoyance to surrounding residents or businesses.
2. It is the responsibility of the hirer to ensure that the hall is left secure after / during the event. All windows and doors must be locked and lights and fans/air conditioners turned off.