

Terms and Conditions

For the use of Redland City Council Bookable Spaces

The Hirer of a Bookable Space, at all times, must comply with:

- All conditions listed in these Terms and Conditions;
- Any specific site conditions outlined in correspondence between the Council and the Hirer;
- All Redland City Council (Council) Local Laws and Subordinate Local Laws;
- Any relevant building or development approval and the Conditions attached; and
- All other relevant and applicable legislation.

Definitions

Booking	An agreement entered into between a Hirer and Council for use of a Facility or Bookable Space.
Bookable Space	An area within a Council Facility available to be booked by a Hirer.
Booking Permit	A document issued by Council to confirm a Booking.
Casual Hirer	A business or person who books the venue no more than 10 times in a 12 month period.
Certificate of Currency	A certificate issued by an insurer outlining the insurance policy details. It provides documentary evidence that an insurance cover is in place. It is also known as a Certificate of Insurance.
Council	Redland City Council.
Equipment	Any appliances, devices, furniture, fixtures or fittings provided by Council for use within a Facility.
Facility	Any building, hall, meeting room, park or other asset owned by Council.
Hirer	Any person, group, club or organisation that hires Council facilities.
Regular Hirer	A business or person who books the venue more than 10 times within a 12 month period.
Wet Areas	A Council approved, specifically designated area within a public place where the consumption of alcohol is permitted.

Please ensure you read, understand and agree to ALL sections applicable to your booking

Terms and Conditions Cont'd

1. Approval Process

- 1.1. A Hirer must be at least 18 years old to book a Bookable Space.
- 1.2. Submitting an application does not constitute the approval of the Bookable Space.
- 1.3. The Hirer must fully disclose the nature and purpose of all Bookings. Failure to provide this information, or evidence of the falsification of any provided information will result in the cancellation of any Bookings.
- 1.4. Tentative Bookings or holds on a venue will not be accepted.
- 1.5. No subletting of any Venue will be permitted under any circumstances.
- 1.6. Quoted fees and security fee moneys (where applicable) are current to the end of the current financial year and are indicative only.
- 1.7. Where a fee is required, approval is not valid until payment is received.
- 1.8. A Booking Permit will be provided to the Hirer in writing and forwarded to the postal or email address included in the application.
- 1.9. A Booking is valid only for the activity, date and time specified on the Booking Permit.
- 1.10. Hirers must provide written confirmation to Council to declare that they have read, understood and agree to all terms and conditions applicable herein. Confirmation must be received before the Booking Permit will be provided.
- 1.11. It is a requirement that the Booking Permit is available on the day for viewing by any authorised Council officer if requested.
- 1.12. Approved Bookings are non-transferable from Hirer to Hirer, unless a transfer request is approved by Council in writing.
- 1.13. In the instance that any additional permits are required (eg. Vehicle Access Permit, Temporary Event Permit) these must be lodged at least twenty-one (21) days prior to the booking's start date.

2. Public Liability Insurance and Indemnity

- 2.1. Council takes no responsibility for any personal injury or damage to property caused by a Hirer, organisation or the activity/event.
- 2.2. The Hirer indemnifies Council against all damage, costs, charges, expenses, actions, claims and demands which may be sustained or suffered or recovered or made against Council by any person for any loss of life or injury, damage or accident that any person may sustain due to the Hirer's use of the Bookable Space.
- 2.3. It is the Hirer's responsibility to ensure all qualifications, insurances, registrations (or similar) required to provide their service are maintained and current. This also includes compliance with all laws and requirements for working with individuals under 18 years of age.
- 2.4. All registered organisations, businesses and incorporated associations hiring a Council Facility are required to hold Public Liability Insurance for at least \$20,000,000 at the time of hire, with a territorial limit covering the Bookable Space, to protect your organisation and/or its members against claims and subsequent legal action for recovery of such damages. Product Liability Insurance may also be required depending on the nature of the booking. A copy of the Certificate of Currency must be provided to Council before a Booking Permit will be issued. It is the Hirer's responsibility to ensure Public Liability Insurance is maintained and current at the time of hire.
- 2.5. Non-commercial, non-incorporated Hirers of Council Facilities may be eligible to be covered under Council's Public Liability Insurance Policy. Before a Booking Permit can be issued, Hirers must complete the Casual User of Council Facilities Liability Insurance form to seek confirmation of eligibility.
- 2.6. In all instances, contractors arranged through the Facility Hirer are required to hold Public Liability Insurance for at least \$20,000,000. A copy of the Certificate of Currency must be provided to Council before a Booking Permit will be issued.
- 2.7. Any incident that may give rise to a liability claim is to be reported to Council in writing within twenty-four (24) hours of the incident occurring. In this instance please email CitySportVenues@redland.qld.gov.au
- 2.8. The Hirer uses the Bookable Space and Equipment at the Hirer's own risk.

Terms and Conditions Cont'd

3. Security Fee

- 3.1. A refundable security fee is required to be paid for all bookings where Council deems that the use may cause damage to the Bookable Space.
- 3.2. The actual security fee amount will be determined once the application and the potential impact have been assessed.
- 3.3. The security fee will be held until completion of the usage period and will be released, in due course, after inspection and confirmation the space has not sustained any damage as a result.
- 3.4. Any loss, damage or interference caused to a Facility or Equipment will be repaired by Council at the cost of the Hirer and deducted from the security fee, as will any additional cleaning fees in instances where the hall is left in an unsatisfactory condition. Where the cost of work is less than the paid security fee, the remaining balance will be refunded to the Hirer. Where the cost of work exceeds the security fee (or if there are circumstances whereby a security fee is not paid) then the costs will be invoiced to and payable by the Hirer.

4. Cancellations

- 4.1. Cancellations must be received in writing by Council no less than five (5) days prior to the commencement of the Booking. Email is an acceptable format for this notification.
- 4.2. Cancellations received less than five (5) days prior to the commencement of the Booking may incur an administration fee (refer to Councils Annual Fees and Charges schedule).
- 4.3. Cancellations received after the scheduled Booking commencement will not be accepted. In this instance, Hirers will incur the full cost of the confirmed Booking.
- 4.4. In instances where the cancellation requires refund of moneys paid, the refund will be processed by Council within five (5) to ten (10) working days after the cancellation request has been finalised.
- 4.5. In extenuating circumstances, Council can be notified of a cancellation by phone. Please contact Council on 07 3829 8999. In this instance, the verbal cancellation must be supported by written notification within 24 hours after the initial notification.
- 4.6. Council may cancel a Booking for the following reason:
 - 4.6.1. Non-compliance with any of the Terms and Conditions, and/or
 - 4.6.2. Failure by the Hirer to make payment by the payment due date, and/or
 - 4.6.3. Failure by the Hirer to provide requested supporting documents by the due date, and/or
 - 4.6.4. Any other reason deemed by Council in its absolute discretion to be of significant importance in the best interests of Council and/or the community. In this instance, if Council is unable to provide an alternative venue, Council may refund paid hire fees in full.
- 4.7. Should Council cancel a Booking for any reasons whatsoever, the Hirer has no right of recourse in relation to the cancellation either at law or in equity.
- 4.8. Council reserves the right to cancel bookings in times of disaster or for any other reason (at Councils discretion) and bookings may be cancelled without notice if the hall is activated as an Evacuation Centre. Any hire fees paid to Council will be refunded. Council will not be liable for any cost borne by the Hirer as a result of this cancellation.
- 4.9. Council reserves the right to cancel bookings if the venue is required, requisitioned or resumed for the purpose of a Government or Public Authority for any public use.

5. Standard Conditions

- 5.1. Unless specified in the Booking Permit, booking does not entitle the Hirer to exclusive use of the Bookable Space. All Hirers are requested to extend common courtesy to other patrons/members of the public using the Facility.
- 5.2. Council Facilities are for the use and enjoyment by all and public access must not be restricted in any way. Parks, public space and Council infrastructure must remain accessible to the public at all times unless specified in the Booking Permit.
- 5.3. Approval is given to utilise the Bookable Space for temporary purposes only.

Terms and Conditions Cont'd

- 5.4. Compliance with all other provisions of Council's Local Laws relating to the use of Bookable Spaces and any other laws or conditions relating to the proposed activity apply.
- 5.5. Any loss, damage or interference caused to a Facility or Equipment, including any additional cleaning requirements, will be remediated by Council at the cost of the Hirer.
- 5.6. It is the Hirer's responsibility to inspect and approve the booked Facility and its associated Equipment as being undamaged and safe to use for the activity. If the Hirer identifies damage or considers it unsafe, they must cease use immediately and notify Council. Use of the Facility and Equipment is deemed to be an acknowledgement that the Facility and Equipment is/are undamaged, fit and proper for the intended use and acceptance that all liability associated with the use rests with the Hirer.
- 5.7. Promotion of commercial activity or religious organisations including selling products or soliciting services is not permitted on Council land without prior approval.
- 5.8. No printed literature, posters, handbills etc. are to be distributed, displayed or affixed on or over roads or on poles or fences within the Redland City Council area.
- 5.9. Car parking is to be confined to designated parking areas. In the instance of Park Bookings, car park spaces are for the use of all members of the public and may not be reserved or blocked in any way.
- 5.10. The Hirer is responsible for ensuring that all guests of a Bookable Space behave in a proper, orderly and lawful manner. Riotous, disorderly or improper conduct will not be tolerated.
- 5.11. When vacating a Bookable Space, you must remove all items attached to any structures e.g. streamers and decorations. No such fixtures are to be attached to trees and no nails or tacks are to be used on any vegetation or structures.
- 5.12. It is the responsibility of all Hirers to ensure that any items and/or equipment brought into the bookable space is removed on completion of use.
- 5.13. All Facilities and Equipment utilised by the Hirer including playing surfaces, parklands, event spaces, amenity blocks, footpaths and roadways are to be left in the same condition as presented at the commencement of the Booking. Should the Facility, Equipment and/or the surrounds be found in an unacceptable condition, including any loss damage or interference, following an approved Booking, Council will attend to the matter directly and any cost associated with the cleaning/restoration may be charged to the Hirer.
- 5.14. Marquees, tents or gazebos of a maximum size of 10m² may be erected within the Bookable Space, provided anchors/weights sufficient to hold down the weight of the structure, are used for safety and stability to ensure the structure remains in place and is not adversely affected by weather conditions. Use of sandbags or water weights is preferred to prevent damage to the bookable space.
- 5.15. A pre-hire inspection or site induction is a requirement of most bookings. Contact details for the appropriate Council officer will be provided to the Hirer at the time of booking or enquiry. It is the Hirer's responsibility to organise a suitable time to undertake this inspection.
- 5.16. Fundraising events will be approved at Council's discretion. Evidence must be provided of affiliation with a registered charity.
- 5.17. No balloons of any kind are permitted in Council's Bookable Spaces.
- 5.18. Council reserves the right to include any other conditions that may be required to ensure the protection of the Bookable Space. Council can determine these conditions upon review of the application.
- 5.19. Council may vary these Terms and Conditions from time to time (without notice)

The following facility and usage specific conditions are applied in conjunction with Section 1 Approval Process, Section 2 Public Liability Insurance, Section 3 Security Fee, Section 4 Cancellations and Section 5 Standard Conditions.

6. Regular Hirers

- 6.1. Regular Hirers must be registered with a Council debtor number. Accounts will be provided to the Hirer on a monthly basis and in arrears (for example, November bookings will be billed in December). Accounts are strictly thirty (30) days and failure to pay in a timely manner may result in the cancellation of a Hirer's bookings, and further debt collection measures.
- 6.2. It is the responsibility of the Hirer to provide up to date details of at least one (1) contact for the group - two (2) contacts are preferred. This person will be the primary point of contact for the Bookings Team and will be the only person who may request or amend Bookings on behalf of the Hiring group.

Terms and Conditions Cont'd

- 6.3. Bookings are renewed on an annual basis. Reminders will be issued when this process is due to commence. Hirers are required to provide their anticipated dates and times of Hire to Council in a timely manner.
- 6.4. Under no circumstances may Hirers provide venue keys or access codes to anyone other than the contacts registered with Council.
- 6.5. Any contact details and personal information provided by the Hirer in accordance with clause 6.2 or these Terms and Conditions may be collected, used and disclosed by Council in accordance with Council's Privacy Policy available at (www.redland.qld.gov.au/privacy). Any contact details and personal information provided by you may be entered into a database and used by Council officers for the purpose of marketing relating to the promotion of the Redland City Council region and future bookable space and hire opportunities.

7. Hall Usage

- 7.1. Party and other specific bookings may require registration with Party Safe Queensland and evidence of private security arrangements.
- 7.2. Council and the Hirer will agree as follows:
 - 7.2.1. For the duration of the booking period, the hall(s) will be under the Hirer's temporary physical and legal control. It is the Hirer's responsibility to inspect and approve the booked hall(s) and its associated equipment as being undamaged and safe to use for the activity. If the Hirer identifies damage or considers it unsafe, they must cease use immediately and notify the applicable Caretaker. Use of the hall(s) and equipment is deemed to be an acknowledgement that the hall(s) and equipment is/are undamaged, fit and proper for the intended use and acceptance that all liability associated with the use rests with the Hirer.
 - 7.2.2. The Hirer is responsible for setting up, packing and returning all equipment to storage after the event. Appropriate time allocation for set-up and pack-up must be allowed within the booking times. Should the Hirer's booking exceed the timeframe on the original Booking Permit, additional fees may apply.
- 7.3. Equipment should not be dragged across the floor. Hirers must take care to use correct manual handling techniques when using hall equipment.
- 7.4. All balloons are strictly prohibited.
- 7.5. Tape, pins and blue/white tack are not permitted on any painted surface, unless written approval has been obtained from Council prior to the event.
- 7.6. Hirer's must be aware that Council Officers or any other authorised officers, servant or agent of Council may at any time be required to enter the hall or any part thereof.
- 7.7. The Hirer is responsible for ensuring the number of persons in the Public Hall does not exceed the Venue capacity.
- 7.8. Storage of a Hirer's items and/or equipment is not permitted in a Council Facility unless prior written approval has been obtained from Council. Where approval for storage of items and/or equipment is granted, Council takes no responsibility for any loss or damage to such items and/or equipment. Not all items will be deemed appropriate to be stored on Council property and, as such, the Hirer agrees to provide full disclosure of the items stored at all times.
- 7.9. Smoking is not permitted in Public Halls.
- 7.10. Animals are not permitted in Public Halls unless prior written approval has been obtained from Council. This excludes guide, hearing and assistance dogs.
- 7.11. First Aid Kits are available in all halls however the provision of First Aid Officers is the Hirer's responsibility.
- 7.12. Hirers and their guests must comply with the QLD Building Fire Safety Regulation 2008.

Terms and Conditions Cont'd

8. Park Usage

- 8.1. A fee may apply for park usage activities including but not limited to:
 - 8.1.1. Weddings and ceremonies
 - 8.1.2. Large private gatherings
 - 8.1.3. Gatherings which request infrastructure
 - 8.1.4. Temporary commercial activities
 - 8.1.5. Construction/maintenance (on private property) requiring park access
 - 8.1.6. Community events
 - 8.1.7. Corporate conferences.
- 8.2. Whilst every effort is made to ensure that Councils parks are maintained at an acceptable level, Council is unable to guarantee the condition or availability of a specific park space at a particular time, even if you have a confirmed booking.
- 8.3. Inflatable amusements, animal farms, pony rides, or similar contracted by the Hirer, require the operator to be in attendance at all times during the event.
- 8.4. Vehicles are not permitted inside the perimeter of a park or onto any grassed area without specific prior approval. Vehicle owners can be fined for disregarding this advice.
- 8.5. Barbeques are strictly prohibited on beaches.
- 8.6. Hirers may be required to acknowledge and address the criteria outlined in the Events Information Kit:
<http://www.redland.qld.gov.au/CommunitySupport/Documents/9695%20Event%20Information%20Kit.pdf>

9. Sports Field Usage

- 9.1. Many sports clubs hold tenure agreements with Council for the provision of organised, regulated and coordinated activities using the Council administered sporting facilities. Any requests for use of sports fields will be considered in line with these agreements which have priority use of the facilities at dedicated times.
- 9.2. Clubs DO NOT have the authority to approve use of fields for any other users. Approval must be obtained from Council.
- 9.3. Council does not control bookings for use of community buildings located at sport fields. These are to be booked through the organisation that holds tenure over the facility (once approval for use of fields has been obtained from Council).
- 9.4. All line marking, goalposts and associated sporting equipment is the responsibility of the sports club who hold tenure at the facility.
- 9.5. If wet weather leading up to use occurs it is the responsibility of the Hirer to check Councils Sports Field closures to ensure that the Facility is available on the day.
- 9.6. Seasons for the purpose of fees and charges for sports field lighting electricity use are set at:

SEASON	DATES	TIME LIGHTING CHARGE EFFECTIVE FROM
Winter	01 April to 30 September	5.30pm
Summer	01 October to 31 March	6.30pm

- 9.7. It is the responsibility of all Hirers to ensure that all rubbish is removed from the space and surrounds on completion of use. Where bins are not provided, all rubbish must be removed and disposed in an appropriate manner. Fines may apply.

10. Redland Showgrounds (Norm Price Park) Usage

- 10.1. Parts of the Plaza area contain asbestos material and under no circumstances are any fixtures to be fitted to walls. Any damages are to be reported immediately to Council.
- 10.2. It is the Hirer's responsibility to arrange sufficient waste receptacles to cater for their activity. Please note, there are no industrial bins available for public use at the Showgrounds.

Terms and Conditions Cont'd

- 10.3. All urgent repairs and planned modifications on Showgrounds facilities and reserves (in particular electrical lighting and power supply) during the period of your booking are to be arranged through Council on 07 3829 8999. Any such work which is agreed by Council will be undertaken by Council's approved contractor.
- 10.4. No ground disturbance is to occur within a 1.5 metre radius of all electrical services.
- 10.5. A Traffic Management Plan will be required for all events occurring at this venue.
- 10.6. No vehicular movement is to occur within the grounds during the operating hours of an event.

11. Major Events

- 11.1. Hirers must take extra safety precautions when placing or attaching power leads, tent spokes or pegs, or any other introduced fixtures or attachments, and ensure they are not a hazard to those using the site.
- 11.2. A pre-event and a post-event inspection will be conducted by a Council Officer.
- 11.3. All equipment must be removed from the site in a timely manner and within the booked dates. Any remaining equipment and materials will be removed by Council at the Hirer's expense.
- 11.4. If necessary, additional toilet facilities and waste receptacles are to be made available for people attending the event and at the Hirer's cost. It is also the Hirer's responsibility to ensure sufficient toilet paper and cleanliness of the existing facilities during the event.
- 11.5. A Site Plan, Traffic Management Plan and Evacuation Plan is considered a minimum requirement of all events.
- 11.6. Hirers may be required to acknowledge and address the criteria outlined in the Events Information Kit:
<http://www.redland.qld.gov.au/CommunitySupport/Documents/9695%20Event%20Information%20Kit.pdf>
- 11.7. Community events must be planned and coordinated in consultation with Council's Tourism and Events Team.
- 11.8. Movies and music at events are covered by Copyright. For further information please see the Events Information Kit.
<http://www.redland.qld.gov.au/CommunitySupport/Documents/9695%20Event%20Information%20Kit.pdf>
- 11.9. Aquatic Events, such as Triathlons, will require separate marine permits through the Queensland State Government's Marine Parks Regulation 2017.
- 11.10. Evidence of notification to surrounding businesses and/or residents outlining the potential noise and/or traffic impacts will be required.

12. Weddings Ceremonies & Receptions

- 12.1. Infrastructure permitted includes: chairs, red carpet, signing table and minor decorative ornaments. It is the responsibility of the Hirer to ensure that all infrastructure is secure to prevent potential dislodgement and risk to both people and property.
- 12.2. Infrastructure must be secured without causing any damage to Council structures and/or vegetation.
- 12.3. Only biodegradable (i.e. Rose Petals) confetti is to be used. Confetti is not permitted to be used at the Indigiscapes Environmental Education Centre or its outdoor garden spaces.
- 12.4. Council has a mowing maintenance program, however due to schedule variation the mowing may not occur in the week of your event. If you are requesting an extra service to ensure the park/reserve is mowed and tidied on the day of your event, please contact Council on 07 3829 8999 four (4) weeks prior to your event. Fees may apply.
- 12.5. Bridal cars are permitted, subject to approval being granted, however car parking spaces are unable to be reserved.
- 12.6. Designated wet areas are permitted for marquee events within specific Bookable Spaces as designated by Council. Alcohol consumption is restricted to a specific consumption area which must be clearly defined by signage and fencing. Other special conditions also may apply. Please contact Council on 07 3829 8999 for further information. Breach of any these conditions is an offence under Queensland State Government's Liquor Act 1992.

Terms and Conditions Cont'd

- 12.7. Where the intention is to sell or supply liquor to others as part of an event, the Hirer is responsible for obtaining a Liquor Licence through the Office of Liquor and Gaming. A copy of the licence must be provided to Council before the Booking Permit will be approved.

13. Fitness & Training

- 13.1. Only activities approved by Council may be conducted within the Bookable Space.
- 13.2. Prior to commencing training, inspection of the Bookable Space must be conducted to ensure no hazards are evident. Hirers must take appropriate action to remove identified hazards if the Hirer deems it safe to do so. Alternatively, the Hirer must move the training site and without undue delay, report to Council the hazard or any other hazardous matters observed that may require Council's attention.
- 13.3. Activities must be managed to minimise wear and tear on grassed areas (this includes rotating within the Bookable Space and/or alternating activities).
- 13.4. Compliance with reasonable directions of authorised Council officers in relation to any unacceptable practices is compulsory.
- 13.5. Activities must be conducted so not to dominate, monopolise and/or obstruct any stairways or pathways. Training groups must run in single file when in narrow areas (i.e. along footpaths, stairways and cycle-ways), and always give way to pedestrians/cyclists using those areas.
- 13.6. Exercise equipment must not be suspended from trees and/or structures within Bookable Spaces.
- 13.7. Picnic tables, shelters and park furniture must not be stepped on, walked on or used in any other inappropriate way.
- 13.8. It is the responsibility of the Hirer to ensure that the training area is left in the same condition as it was at the commencement of training.

14. Research Activities

- 14.1. Research activities are to be applied for under a specific Permit. No booking is required unless the approved activity is likely to impact on, or exclude other users from the area.

15. Food and Beverages

- 15.1. Consumption of alcohol in public places is prohibited in Queensland however, approval for one-off bookings may be considered. Strict criteria will apply, particularly in instances where the intent is to sell alcohol, and an additional permit from the Office of Liquor & Gaming may be required. Please contact Council on 07 3829 8999 for further information.
- 15.2. Where a Liquor Licence approval has been granted, it is the responsibility of the Hirer to ensure compliance with all requirements of the Liquor Licence set by the Office of Liquor and Gaming. Council may request copies of both the Liquor Licence from the Office of Liquor and Gaming, and a copy of the provider's Responsible Service of Alcohol Certificate. Adequate signage must be displayed at all times during the permitted trading hours to indicate the extent of the consumption area. Under no circumstances may liquor be removed or consumed outside the designated the consumption area.
- 15.3. In accordance with Australian Law, under age consumption of alcohol and serving alcohol to intoxicated persons is not permitted.
- 15.4. Glass containers of any type are prohibited.
- 15.5. Any event with over 500 patrons expected across the duration of the event, that proposes the inclusion of food stalls or vans, MUST submit an application for a Temporary Event Permit to the Health and Environment Unit for approval. Please contact Council on 07 3829 8999 for further information.

16. Fireworks

- 16.1. The Hirer is to make Council aware at the application stage as to whether the Hirer intends to have, use or store fireworks within the Bookable Space.
- 16.2. Fireworks displays can only be conducted by authorised fireworks contractors.

Terms and Conditions Cont'd

- 16.3. It is the responsibility of the Hirer to ensure compliance with all requirements set by the Department of Natural Resources Mines and Energy in relation to the operation and licensing of the fireworks display.
- 16.4. Before a Booking Permit can be issued, the Hirer must provide the following documents to Council for review:
 - 16.4.1. A copy of the Fireworks Display Notification Form which has been submitted to the Explosives Inspectorate at the Department of Natural Resources Mines and Energy at least seven (7) business days before the fireworks display. Phone 137 468 or visit <https://www.business.qld.gov.au/industries/mining-energy-water/explosives-fireworks/requirements/explosives-fireworks-reporting/notification>
 - 16.4.2. A copy of the fireworks contractor's current Public Liability Insurance policy demonstrating a limit of liability of at least \$20,000,000. It is the Hirer's responsibility to ensure Public Liability Insurance is current at the time of hire.
 - 16.4.3. A copy of the fireworks contractor and fireworks operator's licence (the person conducting the show).
 - 16.4.4. A copy of the site plan showing exclusion zones (the fireworks contractor should provide this).
 - 16.4.5. A copy of the fireworks contractor's safety management system.
- 16.5. The local Queensland Fire and Emergency Services must be notified at least seven (7) days before the fireworks display. Confirmation of notification must be provided to Council.
- 16.6. Fireworks over and/or on water, usually from barges or boats, must be approved by Maritime Safety Queensland. An application must be lodged at least 30 days prior to the proposed event date. A copy of the aquatic event authority must be provided to Council at the time of application. For more information visit <https://www.msq.qld.gov.au/Waterways/Aquatic-events>.
- 16.7. The Hirer must ensure the Facility is left free from debris as a result of the fireworks display.
- 16.8. Where a fireworks display may impact trafficable routes (road or river), neighbours or other facilities, it is the responsibility of the Hirer to contact local Police.

17. Noise

- 17.1. The use of a sound amplifier is to be such so as not to produce a volume of sound other than is reasonably necessary for the hearing and enjoyment of persons at the activity. Noise levels must not cause any disturbance to other park users or neighbouring properties and must comply with legislative requirements.
- 17.2. All noise levels must comply with the Environmental Protection Act 1994, the Environmental Protection Regulation 2008 and Subordinate Local Law No 1.2 (Commercial Use of Local Government Controlled Areas and Roads) 2015.

18. Animals

- 18.1. Farm animals are not permitted within Council's Bookable Spaces, unless prior written approval has been provided by Council.
- 18.2. Contracted Animal Amusement Operators i.e. animal farms or petting zoos are required to operate within the Infection Control Guidelines for Animal Contact. For a copy of these guidelines contact Queensland Health on 137 468 or visit www.health.qld.gov.au.
- 18.3. Animals must be kept in a pen or on a leash at all times, except dogs in designated off-leash areas.
- 18.4. Where applicable, appropriate flooring such as plastic matting or straw must protect grassed areas.
- 18.5. Animal waste must be removed.
- 18.6. Dogs and other animals are prohibited from some beach areas. If booking one of these spaces please check with Council.

19. Access to Utilities

- 19.1. Access to in-park electrical boxes that require a key to access will only be granted for use for community events and market operators.

Terms and Conditions Cont'd

- 19.2. Parks that have general purpose electrical outlets are only to be used for minor household appliances such as kettles, radios and phone chargers. Under no circumstances are these outlets to be used for commercial type appliances such as: jumping castles, food and beverage equipment or for connecting caravans and other mobile home variants and related equipment.
- 19.3. Stand-alone power supplies such as generators are the responsibility of the Hirer and must comply with relevant legislation and Council local laws and permit conditions.
- 19.4. All electrical equipment:
 - 19.4.1. Wiring must adhere to all Local, State and Commonwealth legislation, regulation and electrical safety standards, and be in a safe working order.
 - 19.4.2. Must have been tested and tagged by a competent and qualified electrician with the previous 12 months.
 - 19.4.3. Flexible cords or cables supplying any device must be of a heavy duty sheathed type having a minimum current carrying capacity of 15 amps.
 - 19.4.4. No flexible cord or cable is to cross a public thoroughfare unless it is run overhead or if suitable means of protection is given to the cable to prevent damage to it or to the public
 - 19.4.5. No flexible cord or cable shall be joined to form a circuit with a total length that exceeds 30 metres.
 - 19.4.6. Double adaptors and piggyback plugs are prohibited.
 - 19.4.7. Water connections in parks are limited. All hose lines connected must be installed in a manner that prevents possible trip hazards.

20. Temporary Vehicle Access

- 20.1. Vehicles are prohibited from entering a Council controlled space without prior written approval from Council. Hirers requiring vehicle access must apply for a Temporary Vehicle Access Permit and adhere to all Conditions listed on the provided permit.
- 20.2. Application for a Vehicle Access Permit does not guarantee approval of the request.

21. Cultural Heritage

All cultural heritage in Queensland is protected under the Aboriginal Cultural Heritage Act 2003, the Torres Strait Islander Cultural Heritage Act 2003 and the Aboriginal and Torres Strait Islander Act 2005. Unlawful harm, removal and possession of cultural heritage may incur a penalty of up to \$1.1 million dollars or imprisonment.

Please contact Council to confirm if your Bookable Space is listed under Cultural Heritage protection.

- 21.1. Hirers utilising areas that contain culture heritage values are required to:
 - 21.1.1. Liaise with the registered Cultural Heritage body in the setup and conduct of your activity or event.
 - 21.1.2. Advise event stakeholders and visitors of the cultural heritage areas via announcements, signage and briefings. Signage is available to hire from Council.
 - 21.1.3. Agree to the site plan and/or permit area as indicated where applicable.
 - 21.1.4. Ground disturbance, exposing underlying soil and the removal of shell deposits and native vegetation is strictly prohibited.
 - 21.1.5. Marquees are required to be anchored with sandbags or water filled containers.
 - 21.1.6. The use of stakes and pegs is prohibited.
 - 21.1.7. Matting is to be placed in high traffic areas including under and around structures to protect disturbance to the ground.

Should you have any queries regarding use of Redland City Council Bookable Spaces, contact Council:

PO Box 21 Cleveland Qld 4163 | **Phone:** 07 3829 8999 | **E-mail:** rcc@redland.qld.gov.au