



Facility Bookings Policy

1. PURPOSE

Council provides a range of public facilities for the enjoyment and use of the community. The purpose of this policy is to regulate the casual hire of Council facilities including halls, public spaces, showgrounds and sports fields.

2. SCOPE & AUTHORITY

This policy applies to the hire of all Council facilities within the Balonne Shire local government area.

This is a discretionary policy, resolved by Council under its powers in accordance with the Queensland Local Government Act (2009) Chapter 2, Section 9 which states:

9 Powers of local governments generally

(1) A local government has the power to do anything that is necessary or convenient for the good rule and local government of its local government area.

3. POLICY STATEMENT

This policy seeks to:

- Provide a consistent process for the hire of council facilities
- Ensure hire of facilities is offered with fair and equitable access to community groups, organisations and individuals;
- Ensure community value is achieved through the use of its facilities;
- Limit Council's liability by setting out the terms and conditions of use and key responsibilities
- Ensure facilities are provided in a condition that is fit for purpose and safe;

3.1 Before Booking

- a) Persons or organisations seeking to hire Council facilities are subject to the terms and conditions of Hire set out in the Booking form. <https://www.balonne.qld.gov.au/downloads/file/1430/facility-booking-form>
- b) Activities conducted in council facilities are the responsibility of the hirer/lessee.
- c) The booking form and terms and conditions is the agreement between Council and the hirer. The form includes an indemnity clause whereby the hirer indemnifies Council.
- d) Where applicable the hirer is to provide a copy of their certificate of currency upon application.
- e) Casual hire insurance coverage may be available to eligible applicants. (refer to Attachment B)
- f) Conditions of hire will be monitored and enforced by Council officers.
- g) Inspections are to be undertaken pre and post Hire by the relevant Town Supervisor, Council Officer or managing entity using the checklist at Attachment A. The checklist records observations, and specifically identifies any maintenance needs for prompt repair and is to be provided to Infrastructure Services as a service request to facility bookings for action.
- h) Fees and charges for the hire of facilities will be reviewed on an annual basis as part of Council's budgetary process.



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- i) Security deposits must be paid by all hirers prior to hire (regardless of a request for fee waiver). Applicable Fees and Security Deposits are due seven days prior to the activity or may lead to cancellation of the booking.
- j) Liquor licensing permits must be completed and supplied with the Facility Booking form (or at a minimum prior to the event). It is recommended customers seek advice from Liquor Licensing Queensland and/or the Queensland Police for large events or private parties to ensure compliance with relevant legislative requirements.
- k) Event organisations must liaise with Council's Environmental Health team for requests for extra waste services and/or applicable permits under Council's Local Laws.
- l) Council reserves the right to refuse or cancel hire of a facility where the:
 - activity or use is not fit for purpose
 - hirer has previously caused damage and/or failed to return the facility in a clean and tidy condition
 - terms and conditions of hire cannot be met (eg. Fees not paid, security deposit not paid, failure to provide insurance and/or liquor licensing requirements)

3.2 Requests for fee waivers and/or financial or in-kind support

- m) All requests for assistance (other than fee waivers under \$1000) will be directed to Council's Community Grants and Assistance Policy and/ or Council's Tourism Events Grants Policy and Guidelines.
- n) Council will support a fee waiver that meets the following criteria and delegates to the Chief Executive Officer authority to approve the waiver:
 - Application is made on the fee waiver request form - <https://www.balonne.qld.gov.au/downloads/file/1431/fee-waiver-request>
 - The request meets the definition of a community organisation or sporting and recreation organisations
 - The requester/organisation is located and operates for the benefit of the Balonne Shire community;
 - The activity or use of the facility is for the benefit of the community as a whole;
 - entry is free of charge for participants;
 - security deposit has been paid in full;
 - A new event or activity is being established;
 - hire fees are equal to or less than \$1000;

Finance & Corporate Services will record all fee waivers to report as part of its legislative requirement to report on the value of donations in its Annual Report each year.

- o) Fee waivers over \$1000 will be assessed:
 - a. under Council's Community Grants and Assistance Policy and will be referred to the Communities team email: cdo@balonne.qld.gov.au for report to Council OR



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- b. under Council's Tourism & Events Policy and referred to the Tourism Manager for a report to Council.
- p) Circumstances outside of this policy shall be referred to Council for consideration and approval. Council may apply conditions including relevant fees to any such requests for additional assistance.

3.3 Post Event - After Booking

- q) At the end of the hire arrangement the facility will be inspected for any damage and cleanliness of the facility. Any damage will be the responsibility of the hirer and may result in the security bond being forfeited.
- r) All facilities must be returned to Council in a clean and tidy condition to enable refund of the security deposit.
- s) Any damage or defects must be reported by the hirer when keys are returned.

3.4 Showgrounds

- a) Council does not favour the use of its showgrounds/sportsgrounds for general camping purposes but accepts that under certain circumstances there are benefits to the public in allowing such use eg. events. Where private camping/caravanning facilities are available and appropriate, use of Showgrounds for camping will be regulated by Council's Managed Overflow policy for recreational vehicles.
- b) Camping is permitted where people are using the showground facilities to rest livestock being transported through the Shire.
- c) Camping fees must be paid in advance and will be limited in duration to a maximum of two (2) consecutive nights in any week period.
- d) Horses and other stock are not to be permanently stabled or housed at the showground facilities.
- e) Stock camping at the facility or occupying the showgrounds for events are the responsibility of the hirer and not the Council.
- f) The Chief Executive Officer has delegated authority to approve longer term stays upon written application.
- g) Event organisers may collect and retain camping fees subject to this policy and provided security deposits and applicable fees and charges have been paid in advance to Council prior to the event.

3.5 Swimming Pools

Swimming pool bookings will be subject to the following:

- a) St George Swimming Pool Management Lease arrangement; and
- b) Standard Operating Procedures for the Dirranbandi Swimming Pool and Dirranbandi Swimming Pool Committee.

3.4 Lease or Licence of Council facilities

For the lease or licence of Council facilities and/or land refer to the Licence or Lease of Council Owned or Controlled Land Policy.



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4. RESPONSIBILITIES

4.1 All Councillors and Council employees

- All elected members and council employees shall refer customers to this policy for facility bookings and fee waivers.

4.2 Managers and Directors

- The Director Finance & Corporate Services is responsible for the efficient and effective governance of facility bookings.
- The Director of Infrastructure Services through the:
 - Manager Assets & Projects is responsible for the maintenance, renewal and upgrade of all Council facilities
 - Manager Urban Infrastructure through the Parks & Gardens crew are responsible for inspection of facilities pre and post hire.
- The Director Community & Environmental Services through the Manager Community Development is responsible for supporting and assisting event organisers and processing Community Grants & Sponsorship applications (including requests for fee waivers)
- Manager Tourism is responsible for assessing applications under the Tourism & Events grants & sponsorship program (including requests for fee waivers)

4.2 Director Finance & Corporate Services

- Shall be the custodian of this policy
- Shall implement control measures and training that provide assurance that Council acts in accordance with the policy
- Shall implement systems and processes to measure and report to council

4.3 Chief Executive Officer

- The Chief Executive Officer has delegated authority to waive hirer fees and/or approve uses and/or extend length of stay.

5. RISK

As the property owner, Council retains a legal exposure in relation to physical defects with the property, and other issues which are beyond the responsibility or control of those that hire Council facilities. Risk assessments and hazard inspections are to be conducted in accordance with Council's Workplace Health and Safety Management system.

The policy manages the process for facility bookings to mitigate the risk of duplicate bookings and provides guidance to staff and management on the criteria to consider when assessing requests for fee waivers.

6. IMPACTS

Corporate Plan:

Community: Welcoming, safe and thriving communities where cultural diversity, traditions and the arts are celebrated, and quality education is accessible. – 1.1 Active and inclusive community engagement; 1.3 Active and healthy lifestyles including positive mental health and well-being

Economic Development: Building sustainable enterprises and strong economic growth through investment and reinvestment and support for all businesses to thrive. 2.5 Grow Tourism

Infrastructure & Planning: 4.2 Robust asset management, infrastructure and facility maintenance.

Human Rights Compatibility Statement: This policy is consistent with the principles under the Human Rights Act 2019.

Engagement: The policy is consistent Council's Community Engagement policy; and is accessible through Council's website and communicated to customers seeking to book facilities, plan events and/or seek community or tourism grants or sponsorships and fee waivers. For more information and applicable forms <https://www.balonne.qld.gov.au/halls-civic-centres>



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Climate change – there are no implications for climate change or sustainability in adopting this policy.

7. RELATED LAWS

- Local Government Act 2009
- Local Government Regulations 2012

8. RELATED DOCUMENTS

- LGM Queensland - Facility Hire Risk Management Guide 2015
- Facility Booking Form (including terms and conditions)
- Fee Waiver Request Form
- Fees and Charges Schedule
- Community Grants and Assistance Policy
- Tourism Events Grants Policy and Guidelines
- Licence or Lease of Council Owned or Controlled Land Policy
- Managed Overflow Policy for Recreational Vehicles
- Fact Sheet – Centres & Halls for Hire

9. REVISION HISTORY

Revokes: This policy revokes all previous versions including DOC ID 556985 adopted 17 June 2021.

Previous approved versions: 17/06/2021

Suggested to review by: every 4 years

10. DEFINITIONS

Activities – for the purposes of this policy means any event, sporting activity, party, function, meeting or use of a council facility.

Camping - use by a person or persons of a tent, caravan, campervan, motor home or similar portable/mobile structure or vehicle for dwelling purposes.

Community organisation – defined as per the dictionary of the Local Government Regulation 2012 “community organisation” means:

- a) An entity that carries on activities for a public purpose: or
- b) Another entity whose primary object is not directed at making a profit.

Council facilities – means all facilities, showgrounds, halls, swimming pools, buildings, sports fields that are available for public use.

Council owned or controlled land – includes land, built facilities, sporting fields and hard courts owned by Council or controlled by Council under a trustee lease from the State of Queensland

Liquor Licence – means a liquor licence or permit, other than Restricted Liquor Permit, issued under the Liquor Act 1992 (Qld)

Sporting and Recreational Organisation – an entity that encourages community participation through sporting and/or recreation activities

11. ATTACHMENTS

Attachment A: Facility Hire Checklist

Attachment B: Casual Hire Acknowledgement



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ATTACHMENT A

Facility Hire Checklist

PRE-HIRE

Inspection Location:					
Inspected by: (include name and signature)					
Date of inspection:			Time:		am/pm
Proposed use of the facility:					
Item	Checklist	Y	N	NA	Comment
1	Is the proposed use of the facility is fit for purpose?				
	Has the application form and conditions of hire been provided to hirer?				
	Has a completed and signed application form been received?				
	Has the conditions of hire been acknowledged?				
	Is the correct Council facility identified?				
	Has hirer provided certificate of currency for insurance purposes?				
	If no insurance provided has the casual hirer acknowledgement been completed (appendix b)?				
	Has the security deposit been paid?				
	Has all fees been paid?				
	Have keys been issued?				
	Does the insurance policy of hirer jointly name Council?				
	Has pre-inspection of facility been arranged?				



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INSPECTION CHECKLIST

Inspection Location:					
Inspected by: (include name and signature)					
Date of inspection:			Time:		am/pm
Proposed use of the facility:					
No	Item	Y	N	NA	Comments
	Is the facility in a clean and sanitary condition?				
	Are equipment, installations and components essential to the safety of persons using the facility maintained in a condition to ensure proper performance?				
	Are stairs, carpets, and floor coverings firmly fastened?				
	Are exit doors free from fittings that would obstruct egress?				
	Is there any damage or defects in this facility?				

POST HIRE

No	Item	Y	N	NA	Comments
	Is the facility in a clean and sanitary condition?				
	Have all defects/damage been recorded?				
	Has service request been raised for repair of damage/defect?				
	Have keys been returned?				
	Can security deposit be refunded?				

Name and Signature of inspector: _____

Office use only: Security deposit refunded _____



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ATTACHMENT B Casual Hirer Acknowledgement Form

Casual Hirer of Council Facilities Liability Insurance Acknowledgement & Declaration Form

I, _____ Hirer's Name

of _____ Address

acknowledge that Council has in place a Liability Insurance Cover with a \$2,000 Policy Deductible (Excess) and Limit of Indemnity of \$20,000,000 (sic) for Casual Hirers of Council facilities at no cost to the Casual Hirer.

I further acknowledge that I have read the following clause which provides an understanding of what constitutes a Casual Hirer for the purpose of this Insurance cover.

Casual Hirer Coverage:-

- The Liability Insurance Policy cover is restricted to Hirers who can be described as non-commercial, not incorporated, not for profit and irregular users of Council facilities.
- Casual Hirers are further defined as third parties who hire Council facilities for no more than a total of ten (10) days over a twelve (12) month period.
- No cover is provided for incorporated bodies, sporting clubs or associations of any kind.

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 facility 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 Liability Insurance policy is current.

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 the Policy Conditions. I also understand that it will be my responsibility to pay the \$2,000 Policy Deductible (Excess).

I also understand and acknowledge that if for some reason I may not be indemnified under this insurance that I would be personally liable for any claims arising out of my use of this facility.