

Application to Hire Council Facility

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 will be handled in accordance with Council's Privacy Statement governed by the *Information Privacy Act 2009*. Visit <https://www.bundaberg.qld.gov.au/privacy> for further information.

Facility type/name: **Fairymead House / Grounds / Rotunda**

Completed application forms can be scanned and submitted by email: fairymeadhouse@bundaberg.qld.gov.au or post to Bundaberg Regional Council, PO Box 3130, BUNDABERG QLD 4670 or fax to 07 4150 5410 or in person at Bundaberg Botanic Gardens (Hinkler Hall of Aviation), Young Street, Bundaberg North, Qld 4670 no later than 5 working days prior to the proposed event.

Applicant must be over 18 years old. Proof of age is required.

Visit Council's website to view Information Sheets for particular facilities (<http://bundaberg.qld.gov.au/services/public-halls>) and Bundaberg Regional Council's current Fees & Charges (<http://bundaberg.qld.gov.au/council/fees-charges>).

Hirer Details

Contact name: _____

Organisation: (if applicable) _____

Is your organisation Not For Profit? Yes No *If YES, please attach certificate of incorporation/statement letter

Postal address: _____

Contact details: Mobile: _____ Home: _____
Fax: _____ Work: _____
Email: _____

Booking Details

Area/s required: Front Garden Back Garden Function Room Rotunda Japanese Gardens

Note: A function area map has been attached below for your information.

Type of function/event/activity: _____

Number of attendees: _____

Note: Start and finish times must provide adequate time for setting up and clearing away activities. Additional charges may apply if the venue is not vacated by the nominated finish time.

Booking Start Date: _____ Time: _____ Booking Finish Date: _____ Time: _____

Do you require access before the event for setup of activity only: Yes No

Entry Date: _____ Time: _____ Exit Date: _____ Time: _____



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

Invoice preference? Monthly Note: Renewals must be completed annually

Other information: _____

Catering / Food Preparation

Note: Food prepared by private guests does not require a licence. However, if an external caterer is used, it is the Hirer's responsibility to ensure that any external caterers plating or preparing food at the venue have the appropriate food licence, ie Off-site Catering Licence or Temporary Food Licence. Licence and food safety information can be obtained from Council's Environmental Health Service or by visiting <http://www.bundaberg.qld.gov.au/services/food-safety>.

Will you be using a caterer? Yes No

If you are using a caterer or providing own catering, hirers are encouraged to access and follow Council's Healthy Choices Catering Guidelines. The Guidelines reflect Council's Healthy Choices Catering Policy and can be downloaded from Council's webpage: http://www.bundaberg.qld.gov.au/brc/policy.php?doc_num=OP-3-099

If YES:

Name of caterer/food preparer: _____

Contact number/s: _____

Note: If the name of the caterer is not known at time Application to Hire Council Facility form is received by Council, it is the responsibility of the Hirer to provide the information to Council's Health & Regulatory Section prior to the event.

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

Date: _____

If NO:

What are your food and beverage arrangements? _____

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 to Council's Booking Office as soon as practicable. Any repair costs for damage caused to equipment by the Hirers will be recovered from the bond.

Equipment required (Function Room only, not permitted in the Garden Areas):

Note: Tables, chairs and the items listed below are included in the hire of the Function Room. **FEES APPLY to all breakages.**

<input type="checkbox"/> Rectangular Trestle Tables (1.8m)	15 available	No.req'd: _____	<input type="checkbox"/> Wine glass (250ml)	80 available	No.req'd: _____
<input type="checkbox"/> Round Tables (1.5m diameter)	12 available	No.req'd: _____	<input type="checkbox"/> Tea cup	70 available	No.req'd: _____
<input type="checkbox"/> Chairs	60 available	No.req'd: _____	<input type="checkbox"/> Saucers	70 available	No.req'd: _____
<input type="checkbox"/> Bar Tables	10 available	No.req'd: _____	<input type="checkbox"/> Bone China Tea Pot 1.2L	9 available	No.req'd: _____
<input type="checkbox"/> Bar Stools	10 available	No.req'd: _____	<input type="checkbox"/> Cream/ Milk Jug	8 available	No.req'd: _____
<input type="checkbox"/> Electric urn 10L	1 available	No.req'd: _____	<input type="checkbox"/> Bread/butter plate (165mm)	80 available	No.req'd: _____
<input type="checkbox"/> Salt & pepper shakers	12 available	No.req'd: _____	<input type="checkbox"/> Entree/dessert plate (200mm)	80 available	No.req'd: _____
<input type="checkbox"/> Plastic fast food trays	6 available	No.req'd: _____	<input type="checkbox"/> Dinner plate (280mm)	70 available	No.req'd: _____
<input type="checkbox"/> Serving tongs	6 available	No.req'd: _____	<input type="checkbox"/> Deep coupe plate (260mm)	80 available	No.req'd: _____
<input type="checkbox"/> High Tea Stand	9 available	No.req'd: _____	<input type="checkbox"/> Table knife	80 available	No.req'd: _____
<input type="checkbox"/> Stainless Steel Insulated Jug 1.5lt	6 available	No.req'd: _____	<input type="checkbox"/> Entree/dessert knife	80 available	No.req'd: _____
<input type="checkbox"/> Arc jugs 1L	10 available	No.req'd: _____	<input type="checkbox"/> Table fork	80 available	No.req'd: _____
<input type="checkbox"/> Champagne flute (200ml)	80 available	No.req'd: _____	<input type="checkbox"/> Entree/dessert fork	80 available	No.req'd: _____
<input type="checkbox"/> High-ball glass (230ml)	70 available	No.req'd: _____	<input type="checkbox"/> Dessert spoon	80 available	No.req'd: _____
<input type="checkbox"/> High-ball glass (340ml)	70 available	No.req'd: _____	<input type="checkbox"/> Soup spoon	80 available	No.req'd: _____
<input type="checkbox"/> Wine glass (190ml)	80 available	No.req'd: _____	<input type="checkbox"/> Teaspoon	80 available	No.req'd: _____
<input type="checkbox"/> Linen Hire*		No.req'd: _____	<input type="checkbox"/> Cake fork	80 available	No.req'd: _____

*Price on application.

Premium Italian Glassware - Uno Collection

(\$50.00 surcharge per hire)

<input type="checkbox"/> Wine Glass, large, 19oz	75 available	No.req'd: _____	<input type="checkbox"/> Champagne Flute, 9 1/2oz	75 available	No.req'd: _____
<input type="checkbox"/> Wine Glass, medium, 16oz	75 available	No.req'd: _____	<input type="checkbox"/> Dof Glass, 15 1/4oz	75 available	No.req'd: _____

Charity

Is this event raising funds for charity? Yes No

If YES:

Charity organisation: _____

Contact name: _____ Contact number: _____

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 for information on obtaining a liquor license for your function.

Is liquor/alcohol to be consumed? Yes No

If YES: A Wet Area Permit will need to be obtained from Fairymead House staff and be available for reference during your function.

Is liquor/alcohol to be sold? Yes No

If YES: A liquor permit must be obtained and be displayed during the function, with a copy also supplied to Fairymead House.

Note: A permit is not required if liquor is being supplied **by the hirer for COMSUMPTION ONLY by guests** in the Fairymead House **Function Room**. (A license is still required if liquor is to be sold.)

Insurance

Are you hiring this facility as part of an organisation? Yes No

If YES:

Company name: _____

Policy no.: _____ Expiry date: _____

A copy of your Certificate of Currency with cover to the amount of \$20 million (\$20M) for the policy must be provided to Fairymead House 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).

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 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
 - o 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 chemics 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 doe 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' 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.*

Declaration

I agree that I/the nominated organisation/group shall be bound by and shall observe the Conditions of Hire attached, and that such conditions shall be deemed to be part of this Agreement, and I/the nominated organisation/group shall promptly and punctually pay to Bundaberg Regional Council, all monies which may become payable in respect of the facility hire and this agreement.

I agree to indemnify, and to keep indemnified, Bundaberg Regional Council, its staff, officers, agents and contractors in respect to losses suffered or incurred through hire of this facility as a result of any breach of this agreement or any negligent act, error or omission in connection with the terms of this agreement, on the proviso that this indemnity does not apply to the extent that loss is caused or contributed to by negligence of Bundaberg Regional Council. This indemnity includes, without limitation, loss due to bodily injury and sickness; or death or loss caused by destruction of property, a flood, fire, and/or tempest. For the purpose of this agreement "loss" is construed to be incorporate loss, damage and liability of every kind, unless too remote, but does not include pure economic loss not recoverable at common law.

This indemnity survives the expiration and/or termination of this agreement.

I agree to this declaration and have read and agree to the attached Conditions of Hire relevant to this particular facility.

Fees & Charges:

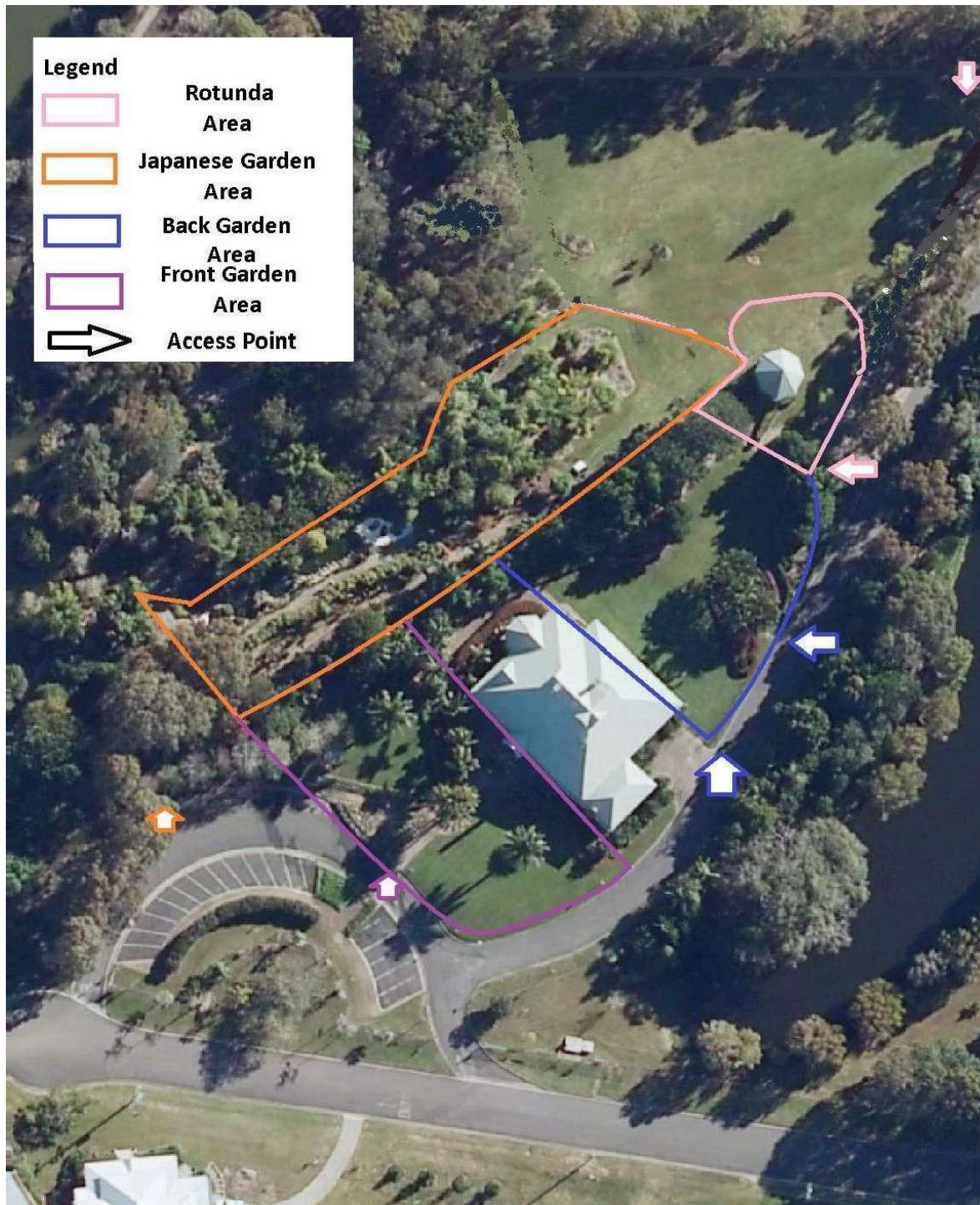
- To estimate your possible hire charges, refer to Bundaberg Regional Council's website for current Fees & Charges (<http://bundaberg.qld.gov.au/council/fees-charges>).
- The actual cost will depend upon the length of hire, facilities and equipment used, and the nature of the event.
- We will provide you with the actual total cost once we receive and assess your completed application.

Signed by Hirer: _____ Date: _____

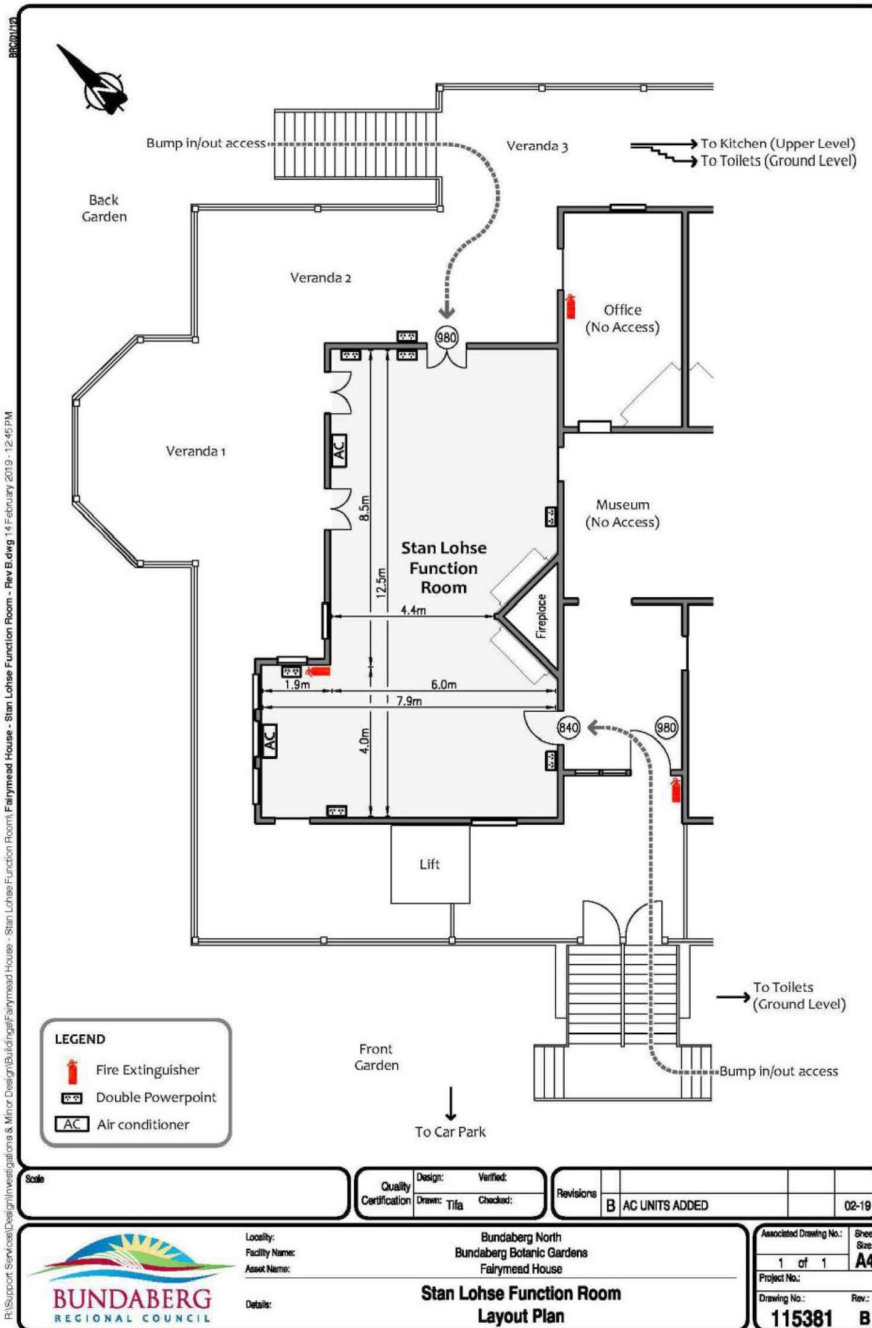
We encourage you to share your event/activity to What's on Bundaberg
<https://www.whatsonbundaberg.com.au/event/new>

Office Use Only					
Venue hired:					
Bond paid Trust A/C:		Receipt type:	801	Category:	107
Hire fee:		Receipt type:			
Receipt number:		Date:			

Fairymead House - Function Area Map



Stan Lohse Function Room - Layout Plan



Hirer's Checklist - Fairymead House

This document has been created to assist Hirers in fulfilling important terms of their Hire Agreement. Please read the Conditions of Hire carefully.

Before the function (Planning & application stage)

- Submitted completed Application to Hire form to Fairymead House staff
- Completed the "Casual Hirers Liability Insurance Cover Form" (if applicable)
- Applied for Council food permits (if applicable)
- Submitted liquor licensing forms at least 28 days prior to the date of the function (if applicable)
- Obtained Wet Area Permit from Fairymead House Staff.
- Supplied Fairymead House staff with a copy of the liquor licensing approval (when applicable)
- Made decorative arrangements that do not include banned items on the function room walls or balcony (if applicable)
- Made shelter/marquee arrangements that do not require stakes or driven pegs (if applicable)
- Collected keys from Hinkler Hall of Aviation.
- Ensure that any electrical items you bring to the venue have a current electrical safety test tag

During the function (APPLICABLE TO FUNCTION ROOM ONLY)

- Enter house and disarm alarm with Fairymead Key (outside business hours)
*opens front lattice door, front wooden door, alarm panel & kitchen and toilets.
* Failure to arm the alarm at the conclusion of a function will require a call out for security and the fee will be the responsibility of the hirer.
- Turn on lights marked **FUNCTION** (3 of 5 switches on right near entrance to function room).
- Make sure guests are aware that the museum is a separate attraction and not included as part of your function and that your guests are not to enter the museum area or interfere with the enjoyment of other patrons in anyway.
- Do not allow smoking on any balconies or within 4 metres of any entrance to the building.
- Do not access the stairwell to the Downstairs Museum as and alarm will sound. The stairwell is only to be used in an emergency.
- Obey all traffic and parking restrictions. The Bundaberg Botanic Gardens is a public road with a 15km/h speed limit. Parking spaces in the Gardens are limited. Free parking is available on Thornhill Street.
Do not allow guests to park on the grassed areas or outside of designated parking spaces.
- Be aware of guests using the house window frames, fireplace mantles and the piano as drink holders. This is unacceptable and any drink rings, spillages, food residue or marks of any kind will result in an immediate cleaning fee and other recoveries from the bond.
- Observe building regulations regarding weight restrictions – Do not allow more than the certified load bearing weight per square metre on the balconies or in the function room. The Function Room and verandah area holds a maximum of 60 persons at any time and this is never to be exceeded. The verandah corners can only support 150 kilograms per square metre (150kg/m²). For example any iceboxes, AV equipment or bain-maries must not exceed this load.
- After hours assistance, please call Rechenberg Security on (07) 4150 1234 or Bundaberg Regional Council Call Centre on 1300 883 699.

Conditions of Hire

Fairymead House, Gardens, Rotunda and Hinkler Hall of Aviation To be retained by the Hirer

Hiring and Application

1. Notwithstanding any prior booking made to any other person or persons, the property will be made available to Local, State or Federal Governments for any other purpose which Council may consider necessary.
2. The booking receipt should be made available at your function as evidence that you have Council's approval. Further, approval is given to use the area only for the times stated in the approval letter. Please ensure you adhere to the times specified as another function may take place prior to and/or after your booking.
3. It is recommended that licensed crowd controllers be available in sufficient numbers to help maintain the integrity of your function. Private security will assist in maintaining guest and public safety and diverting any gatecrashers. The recommended ratio is 1 crowd controller for every 100 person and then 1 crowd controller per 67 persons.
4. Completed Application Forms are to be submitted to staff at the earliest opportunity, but no later than 5 working days prior to the event.
5. Payment of the hire fee is required in full when the Application Form is submitted.
6. Bonds are required for all private functions, those of celebratory nature and those requiring additional resources. Bonds may be imposed on any booking at the discretion of Council.
7. Where bonds are required, they are to be paid prior to the event and no refunds are to be paid until authorised by Council. Costs of any excess cleaning, damages of any type, loss of equipment, or unauthorised use of equipment, is to be recovered from the bond prior to refund. If the bond does not cover these costs, an invoice for the excess charges will be forwarded to the Hirer.
8. Bond refunds are returned to Credit card from which payment was made, please allow up to 10 working days.
9. Notice of cancellation is required at the earliest opportunity but no later than 5 working days prior to the event. Please note that the fee is non-refundable in circumstances where inclement weather affects your ceremony or event. Under certain circumstances, and where sufficient time is given, an application for a refund following cancellation may be made, however 20% will be retained by Council for administration costs. This clause applies to Hirers who have, for example, booked a separate area in case of inclement weather and not made use of that particular area.
10. Council reserves the right to not accept the bookings from any person or persons without providing a reason.
11. Access to Council controlled electricity is generally not available for functions at most locations. If the function has approved electrical access, keys are to be collected and returned as per the Application Form.
12. Period of hire shall include any period when auxiliary activities are undertaken, including preparation and cleaning of the facility. The period that is booked for the function is to be the charge paid by the Hirer, regardless of whether the function concludes earlier than expected. If the function goes over the time booked, additional fees may be payable for that time.

Public Liability Insurance

1. All incorporated community groups, organisations, or business or commercial operators must submit a copy of their Public Liability Insurance Certificate with the completed Application Form.
2. Public Liability Insurance is the responsibility of private or unincorporated group Hirers that do not meet the conditions under Council's Casual Hirers Cover.

Indemnity

1. The Hirer will at all times indemnify Bundaberg Regional Council 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.
2. The Hirer's liability to indemnify Bundaberg Regional Council under this clause will be reduced proportionally to the extent that such a loss or liability was contributed to by any unlawful or negligent act or omission or breach of this contract by Bundaberg Regional Council or its officers, employees, subcontractors, agents or professional advisors.
3. The Hirer shall be held responsible for any accident, loss, damage or injury sustained by any person or persons using the venue during the period of hire notwithstanding that it arose from or by reason of any default in furniture, fittings or other accessories of any kind whatsoever, the signed Application Form shall be deemed to indemnify Council against all claims and demands made or costs or expenses incurred in connection herewith.
4. The Council shall not be held responsible in any way for the damage or loss of any property of the Hirer nor for any loss occasioned by the Hirer through accident or failure of the electricity or other plant or by any unavoidable cause.

Hirer Commitments

1. 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. The Function Room is exempt of this clause if alcohol is being consumed only.
2. Hirers and exhibitors and participants must abide by the Regulated Parking restrictions in force. Failure to comply with parking restrictions may result in police enforcement and the offending vehicles towed away at the cost of the offender.
3. The area must be left in a clean and tidy condition with no damage to Council property. Hirers are held responsible for any cleaning, repair or maintenance required as a result of their booking. All Hirers of the facility shall, in so far as is possible, reinstate any of the grassed surfaces which have been substantially disturbed by the conduct of their function.
4. No smoking is permitted in, or within 4 metres of, all Council venues.
5. Connection to 3-phase power, where available is to be made by a qualified electrician only.
6. Council facilities are not residential premises, nor are they designed or licensed to accommodate people. Using Council facilities for residential purposes, ie sleeping/camping overnight, is not permitted. Should this occur, people will be removed and the bond forfeited.
7. The Hirer shall abide by all directions given by Council.
8. The Hirer shall maintain, clear and useable, without hindrance, all EXITS provided and ensure that exit lights be lit at all times.
9. Fire extinguishers are provided for hall hirers 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 held responsible for the cost of recharging the fire extinguisher/s and any damage caused by its use. If, during the period of hire, it is necessary to use a fire extinguisher, it is requested that the Hirer advise staff of the event as soon as possible.
10. 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 legislation, codes or Australian Standards may be purchased through the Australian Standard website.

Fairymead House - Entry Conditions

1. The Function Room holds a maximum of 60 persons.
2. The Verandah Exterior Entertainment Area has a load bearing weight of 400kg per square metre. The corners of the room and verandah can only sustain 150kg per corner load bearing weight.
3. Keys to the venues may only be issued after the Application Form and payment have been received, but no earlier than 24 hours before the event.

4. The Hirer shall be responsible for any maintenance and preservation in good order of the properties or any rooms appurtenant thereto and in the approaches thereto throughout the whole duration of the hiring.
5. The Hirer or his/her agent shall be responsible for the return of all keys issued and these must be signed back in by the Hirer or Agent. Should a key or keys be lost, the Hirer shall be responsible for the replacement of as many locks as are affected by the loss of the key or keys.

Fairymead House - Set Up, Decoration and Pack Up

1. Security system is to be disengaged on entry to Fairymead House (unique secure key supplied) and upon completion of event/function, security system to be turned on.
2. No nails, pins, blu tac, sticking tape, sticky dots or any glue is to be used in or on walls, doors, window frames or the balcony. The use of any item causing damage or marks **will** result in repair costs being recovered from the bond. Existing wall hangings and installations are not to be moved.
3. Hirers are informed that all premises and surrounding grounds shall be vacated by midnight. Where a Liquor License has been obtained, **no** liquor is to be served after 11:00pm. A maximum sound level of 90 decibels has been fixed for functions.
4. It shall be the responsibility of the Hirer of the premises to ensure that all persons have vacated the building and grounds by the completion time as stated on the Application Form and that **all** doors and windows are locked and all lights turned off.
5. All caterers equipment, musical instruments and other equipment used for the function are to be removed immediately after the function has concluded. All Fairymead House equipment must be returned to the store room. Failure to do so may result in a storage fee.
6. 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.
7. No naked flames are permitted - this includes candles.
8. Should the Hirer wish to decorate the premises, the Hirer shall make the necessary arrangements with Fairymead House staff and shall, immediately after the function, remove all such decorations.
9. Tables and chairs where used are to be carried and placed into position. Please **do not drag** these items across the floor. Tables and chairs are to be wiped down and returned to their original position after use.

Fairymead House - Hirer Commitments

1. Any electrical items brought into and used in the complex must have a current electrical safety test tag. Fire or damages caused by untagged equipment being used will result in the Hirer being invoiced for repairs and costs associated with the said fires or damage.
2. Failure to clean the premises will result in a cleaning fee being deducted from the bond. Cleaning equipment is located in the kitchen. The fee will be determined by our professional cleaners.
3. 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.
4. The Hirer is responsible for the payment of any replacement of broken equipment, damage or missing equipment after their occupancy.
5. In 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 Council against any claim for breach of copyright or any other action herewith.

Fairymead House - Catering Equipment

1. All catering equipment hired must be cleaned and returned to the storage area.
2. Failure to clean the catering equipment hired will result in a cleaning fee being deducted from the bond. This fee will be determined by our professional cleaners.
3. The Hirer is responsible for the payment of any replacement costs for breakages, loss or damage to catering equipment. This payment will be deducted from the bond.
4. Replacement costs include:
 - Crockery \$10.00 per item
 - Glassware (premium range) \$10.00 per item
 - Glassware (standard range) \$3.00 per item
 - Cutlery \$3.00 per item
 - Arc Jugs, Trays & Tongs \$6.00 per item
 - Stainless Steel Insulated Jugs \$40.00 per item

Fairymead Grounds & Rotunda - Application and Hire

1. On approval, your booking will confirm that no other bookings exist for the nominated time in that nominated location. A confirmed booking will take preference for usage of that area. However, please be aware that all Council parks are open to general public usage. Exclusivity to a site of area is never guaranteed.
2. Parks are maintained on a routine maintenance program and are not specifically groomed prior to your function. However, Council will endeavour to ensure the area is in a well presented condition as possible. Council does not accept any responsibility for the condition including mowing, maintenance or inclement weather conditions resulting in leaf/branch debris, or activities out of Council's control in the area prior to your booking.

Fairymead Grounds & Rotunda - Set Up, Decoration and Pack Up

1. The following may be permitted to be used/erected at your function: carpet runner, aisle stands and Bali flags (no pegs/stakes), audio/visual system, PA system, shade structure or archway (weighted down, no pegs/stakes). Tents or marquees which require driven pegs for stability are not to be used in any park. Buried electrical cables, irrigation lines and water pipes are a safety hazard and the Hirer will be liable for any and all repairs.
2. For environmental reasons, please do not use confetti, glitter, streamers or other manufactured products. Council considers organic based products such as rice, rose petals and/or bubbles as a reasonable alternative.

Fairymead Grounds & Rotunda - Hirer Commitments

1. For safety reasons, there is to be no serving of drinks in glass containers.
2. At **no time** is traffic on **any roadway**, walkway or pathway to be obstructed.
3. Parking is only permitted in the designated parking bays.