

TERMS & CONDITIONS OF HIRE OF VENUE – MARYBOROUGH SHOWGROUNDS & EQUESTRIAN PARK

Amended March 2023

1. Application

- 1.1 The right to use the venue is subject to application and requires the venue hirer returning a signed Venue Hire Agreement to Fraser Coast Regional Council.
- 1.2 If the proposed hirer is a Club, the Club's President, Secretary, or designated Event Organiser only shall be permitted to submit an online booking request and sign off on the Venue Hire Agreement.
- 1.3 Tentative bookings may be taken on the understanding that should another hirer require the same date, then the hirer with the tentative booking will be contacted to confirm their booking, at which time they will be required to submit an online booking request within three (3) days of being notified.
- 1.4 Availability of facilities may change. Hirers will be notified of any changes and where appropriate alternative arrangements can be negotiated.

2. Booking Deposit

- 2.1 Unless otherwise authorised by an appropriate Fraser Coast Regional Council Officer, a Hire Deposit Fee may be charged, depending on the size of the event and the facilities booked.

3. Hire Fees

- 3.1 Hire Fees shall be in accordance with Fraser Coast Regional Council's Schedule of Fees & Charges and shall be payable within the specified times set out on the invoice. As Fraser Coast Regional Council's Schedule of Fees & Charges apply to each financial year, there may be some variance to the fees payable if the booking was made prior to the end of a financial year and the hire occurs after 01 July.

4. Cancellation of Booking

- 4.1 All cancellations must be advised to the venue's Administration Office as soon as possible.
- 4.2 Cancellation/s for high profile locations, which includes the Covered Arena, Cross Country Course and the Venue Halls, with less than 48 hours' notice to Fraser Coast Regional Council management, will be charged the minimum scheduled hire fees.
- 4.3 Refunds for any stable, camping or venue bookings will only be issued if advance notice is given, in writing, prior to the commencement of the booking to msep@frasercoast.qld.gov.au email.

5. Permission to Hire

- 5.1 The hirer shall only be entitled to the use of the specified area/s of the venue hired on the date/s set out in the Venue Hire Agreement. Fraser Coast Regional Council reserves the right to permit any other section of the venue to be hired for any other purpose at the same time unless the hirer has approved exclusive hire of the venue.
- 5.2 The right conferred on the hirer shall be a permission to occupy and shall not be construed as tenancy.
- 5.3 Nothing construed in these conditions shall confer in a regular hirer the right to exclusive possession and the Council may at its discretion allow other individuals and groups to have casual use of the venue/ facility.
- 5.4 Fraser Coast Regional Council shall have unrestricted access to all parts of the grounds and facilities during any hire period.

6. Assignment

- 6.1 Hirers that are granted permission to use any specified area/s of the venue shall not assign the right of use to any other person or organisation.

7. Use of Facility after engagement

- 7.1 If the hired area is not vacated by the nominated date/ time as specified in the Venue Hire Agreement, additional charges will be applied in accordance with the Schedule of Fees & Charges for the extra time in occupation.
- 7.2 Charges will be applied if Council staff are required to move any hirer's equipment left on site after the hirer has vacated or return any venue equipment moved by the hirer to its original location, unless otherwise arranged with the appropriate Fraser Coast Regional Council Officer.

8. Insurance

- 8.1 The hirer must have Public Liability Insurance to a level appropriate for the hirer's activities, and for a sum of not less than 20 million dollars per occurrence. This must be current on the dates of hire.
- 8.2 The hirer's insurance shall include insuring Fraser Coast Regional Council against all actions, costs, claims, charges, expenses, and/ or damages which may be brought or made against Fraser Coast Regional Council or the hirer or both arising out of or in relation to the hiring arrangement.
- 8.3 The hirer is required to provide Fraser Coast Regional Council with a copy of the current Certificate of Currency, which is required to note Fraser Coast Regional Council as an interested party.

9. Indemnity

- 9.1 The hirer agrees to indemnify, and keep indemnified, and to hold harmless Fraser Coast Regional Council, its employees and agents, and each of them from and against all actions, costs, charges, expenses and damages whatsoever which may be brought, or made, or claimed against them, or any of them, arising out of, or in relation to the hiring engagement.
- 9.2 In relation to any livestock events, the hirer acknowledges that it is aware that all livestock activities, including the use of equipment, is inherently dangerous in that they may cause injury to property and/or persons and the hirer accepts any such risk and warrants that all those participating in such activities as part of the event accept that they do so at their own risk.

10. Theft

- 10.1 Neither Fraser Coast Regional Council or its employees shall be liable for any loss or damage sustained by the hirer or any person, firm or corporation entrusting to or supplying any article or thing to the hirer by reason of any such article or thing being lost, damaged or stolen.
- 10.2 The hirer hereby indemnifies Fraser Coast Regional Council against any such claim, article or thing.

11. Signage

- 11.1 No notice, sign, advertisement, scenery, fittings or decorations of any kind shall be erected on the grounds of the venue, or attached or affixed to the exterior or interior or fittings of any buildings or structures on the grounds without the prior consent of Fraser Coast Regional Council.
- 11.2 Any and all items used to attach notices, signs, advertisements, scenery, fittings or decorations must be removed, picked up and disposed of by the hirer.

12. Performing Rights

In the case of a dramatic or other performance or concert, the hirer shall not produce, or permit to be produced or performed, any dramatic or musical work in infringement of the copyright or performing right of any owner or such right or rights, and the hirer agrees to indemnify Fraser Coast Regional Council against any claim for breach of copyright or any action herewith.

13. Acts and Regulations

The hirer shall conform to the requirements of the Council Local Laws and relevant State legislation, and shall be liable for any breach of such Local Laws, Acts or Regulations. The user and notices given to the proper officers must comply with all other statutory rules, provisions and regulations of the Commonwealth of Australia or State of Queensland for the time being in force.

14. Health and Safety Requirements

- 14.1 Safety at public events is the responsibility of the individual or group conducting the event.
- 14.2 The hirer is to comply with all requirements of the Work Health and Safety Act 2011 and any Public Health Directives issued by Queensland Health at the time of hire.
- 14.3 Duties under the Work Health and Safety Act 2011 for people conducting public events:
 - 14.3.1 When a public event is conducted by a Person Conducting a Business or Undertaking (PCBU) the Work Health and Safety Act 2011 (the Act) applies and the PCBU must ensure, so far as is reasonably practicable:
 - The health and safety of workers in the workplace;
 - That work carried out as part of the event does not put the health and safety of participants or spectators at risk;
 - The work environment is without potential risks to health and safety;
 - Plant and structures are safe.
- 14.4 In doing what is reasonably practicable, the PCBU must meet the standard of behaviour expected of a reasonable person in their position who is required to comply with the same duty and is:
 - 14.4.1 Committed to providing the highest level of protection for people against risks to their health and safety.
 - 14.4.2 Proactive in taking measures to protect the health and safety of people.
 - 14.4.3 Patrons attending an event may encounter health and safety risks when attending an event.
- 14.5 An event organiser needs to anticipate the likelihood that patrons will be exposed to risks to health and safety and provide reasonably practicable control measures in response. These can include:
 - 14.5.1 Increasing supervision
 - 14.5.2 Providing information and signage
 - 14.5.3 Providing barriers and/or restricting entry to certain areas or activities
- 14.6 Workers and other persons such as patrons at public events conducted by PCBU's also have a duty of care under the Act to:
 - 14.6.1 Take reasonable care for their own health and safety
 - 14.6.2 Take reasonable care that they do not adversely affect the health and safety of others
 - 14.6.3 Comply with reasonable instructions given by the PCBU
- 14.7 Further information on Workplace health and safety is available at www.worksafe.qld.gov.au or by phoning the WHS Infoline on 1300 369 915.
- 14.8 It is the hirer's responsibility to advise patrons of their event, of the location of suitable fire exits and evacuation methods.

- 14.9 The hirer should be aware that special obligations exist under the Workplace Health and Safety Act and apply to temporary displays at exhibitions/ trade shows etc. and accordingly, the hirer should ensure that they have the appropriate Workers' Compensation cover and public liability insurance to cover workers and patrons respectively.
- 14.10 Every event must have an event organiser who is responsible for completing a Risk Assessment and Management Plan. A copy of the Risk Assessment and Management Plan must be provided to the venue administration office prior to the commencement of your event or activity.
- 14.11 The hirer is responsible for ensuring that any facility used is appropriate and safe for the activity conducted therein.
- 14.12 The lighting of fires anywhere on the grounds is prohibited, unless approved in writing by Fraser Coast Regional Council.
- 14.13 All portable electrical leads and appliances used at the venue are required to carry a tag indicating a test date within the last twelve (12) months.
- 14.14 A cable locator must be engaged by the hirer if they, their participants or their traders, will be utilising tent/ marquee pegs over 10cm in length.
- 14.15 Trader site set up must be no higher than three (3) metres below overhead power lines.
- 14.16 No event camping is permitted under or within two (2) metres of overhead power lines.
- 14.17 Children must have adult supervision at all times.
- 14.18 Should any person detect any problem relating to public and user's safety, workplace health and safety or minor operational or maintenance issues or procedure, the person should notify Fraser Coast Regional Council as soon as possible.

15. Obstructions

- 15.1 The hirer shall comply in every respect with legislation, Codes or Australian Standards with regard to public buildings for the prevention of overcrowding and obstructing of gangways, passages, corridors, fire exits or any part of the buildings.

16. Good order

- 16.1 The hirer shall be responsible for the full observance of these conditions and for the maintenance and preservation of good order at the venue throughout the entire duration of the period of use.
- 16.2 No obscene or insulting language, drunken or disorderly behaviour or damage to property shall be permitted on any part of the venue.
- 16.3 The hirer shall comply with all relevant legislation, which may apply to the use of the venue for the hirer's function (eg. consumption of alcohol, use of fireworks, supervision of children, sports coaching, humane treatment of animals, etc.)
- 16.4 Any behaviour or intention to behave by any person in a manner that is illegal and/ or endangers their safety and/ or the safety of other person/s or animal/s is prohibited. The event manager should immediately request that such person/s desist from their actions, refrain from any further participation in the event and/ or leave the venue.
- 16.5 Fraser Coast Regional Council has the right to request the hirer engage suitable security personnel to be in attendance for hire duration if deemed necessary.
- 16.6 Every consideration must be given to the residents who live nearby and other venue users by people using and vacating the area in regard to minimising noise and unruly behaviour.

17. Special Hire Conditions

- 17.1 Fireworks & Special Effects - the event organiser **must** enlist the services of a registered pyrotechnics contractor. In Queensland, possessing or using fireworks and other explosives without a licence is illegal. Only trained and appropriately licensed professionals who understand the hazards and risks may buy, store, transport or use fireworks and explosives.
- 17.2 Jumping Castles & Inflatable structures can be used as per the conditions listed in the link: - <https://www.frasercoast.qld.gov.au/downloads/file/3979/conditions-for-use-of-land-borne-inflatable-amusement-rides>.
- 17.3 Releasing of Balloons releasing of balloons is strictly prohibited. In Queensland, the release of balloons into the environment is considered littering under the *Waste Reduction and Recycling Act 2011*— whether released deliberately or by accident. The law does not differentiate between different types of littered material or whether the waste is biodegradable or not.

18. Smoking

- 18.1 Queensland Government regulations apply to all events held at the venue. Further information may be obtained by phoning the Tobacco Hotline on 1800 005 998 or visit the website www.health.qld.gov.au/atods/tobaccolaws
- 18.2 Smoking is not permitted:
 - 18.2.1 In any enclosed areas including all buildings, covered arena, stables, sheds, caravans and marquees.
 - 18.2.2 Within 4m of a building entrance.
 - 18.2.3 Within 10m of any part of children's playground equipment.
 - 18.2.4 In any outdoor eating or drinking areas. An outdoor eating or drinking area is any outdoor area in which the hirer allows people to consume food or drink that has been provided by their event or activity. Food or drink "provided" means table service or service at a counter with the food or drink taken by the person to the outdoor eating or drinking area.
- 18.3 The hirer may set aside an outdoor area/s where people can smoke only. The hirer must ensure that no food or drink is consumed in the area and provide suitable waste receptacles for the disposal of cigarette butts.

19. Liquor

- 19.1 The sale of liquor on the premises is forbidden unless the hirer obtains a permit from the appropriate authority.
- 19.2 The hirer is responsible for the maintenance of orderly behaviour when persons consume alcohol whilst attending the hirer's event/ activity.
- 19.3 For the safety and considerations of all patrons, Maryborough Showgrounds and Equestrian Park is a glass free venue and it is the responsibility of the hirer to ensure this condition is adhered to.

20. Food

- 20.1 Any preparation of food shall be in accordance with Food Safety Standards and Fraser Coast Regional Council must be informed of the intention to prepare and/or provide food at the venue.
- 20.2 Persons intending to prepare and/ or provide food at the venue who are not a registered food business must ensure they are compliant with [FCRC's Food Vendor Licensing and Public Health Guideline for Events](#).
- 20.3 Food vendors operating as part of an event (engaged by the event organiser) are permitted to sell to the general public provided:

- 20.3.1 The food stall/ van is located within the event hire space
- 20.3.2 The club and/ or the food vendor ensure appropriate parking/traffic management is provided for the general public attending to purchase food
- 20.3.3 The club be responsible for tidying up any rubbish/ litter left at the venue as a result of general public and event participants consuming food/ drinks at the venue
- 20.4 The sale of food or drinks not associated with an event at the venue is prohibited
- 20.5 On 1 September 2021, the Queensland Government introduced a ban on the supply of single-use plastic food and drink items and all events must comply with this directive.

21. Livestock

- 21.1 Any act or intention to act in an illegal or inhumane or abusive manner towards any animal is prohibited and will be dealt with in the strongest possible way under Local, State and/ or National Laws and/ or the relevant Association Rules.
- 21.2 Inhumane treatment of an animal includes working or competing any animal with an injury or health abnormality that could result in that animal's undue discomfort or distress. Fraser Coast Regional Council may immediately request the person/s to desist from their actions, refrain from any further participation in the event and/or to leave the grounds.
- 21.3 Livestock, vehicles and/ or people may be required to remain in a designated area, or may be prohibited from entering designated areas from time to time.
- 21.4 Horses, when not being trained or exhibited, must be kept in allocated stables or yards or tethered securely to floats in designated areas (refer to site plan attached) in accordance with the following guidelines:
 - 21.4.1 Members of the public are not to enter an area where horses are tethered
 - 21.4.2 There must be sufficient space within the designated area to park floats and vehicles no less than nine (9) metres apart.
 - 21.4.3 All horses must be tethered in accordance with good practice
 - 21.4.4 The perimeter gates into the warm up/ stable area and Showgrounds Road entry are to be closed to prevent loose horses from escaping the venue.
 - 21.4.5 No horses are to be tethered to floats, trailers or trucks in camping and/ or parking areas.
 - 21.4.6 All other livestock must be kept in stables or yards.
- 21.5 Tie-up areas adjacent to the stockyards and sheds are designated for harness animals.
- 21.6 No livestock, including horses, may be tied to vehicles outside of the designated areas or to any perimeter, internal or arena fencing.
- 21.7 No livestock may be left loose and unattended in any arenas at any time.
- 21.8 The hirer is responsible to ensure that the NLIS devices fitted to animal arriving at this venue is read and the information sent to the NLIS database is that of the receiver of the animals or the organiser of the event.
- 21.9 Hirers using the venue for campdrafts, rodeos, sporting events, shows, competitions, exhibitions and/or training must comply with all government regulations regarding the movement of any livestock. The relevant information is available by telephoning the Department of Agriculture & Fisheries (DAF) on 13 25 23 or via the [DAF website](#) , or by contacting your local DAF office or stock inspector.
- 21.10 Deceased Livestock
 - 21.10.1 The removal of deceased livestock and associated costs are the responsibility of the owner and the event organiser.
 - 21.10.2 Event Organisers should ensure they have a procedure in place for the management of a deceased livestock incident during their event.

22. Horse Venue Biosecurity Guidelines

- 22.1 Maryborough Showgrounds and Equestrian Park is a unique facility with a large number of equestrian events and non-equestrian events being conducted within the venue. The following protocols are required specifically for MSEP to minimize the risk of an equine disease outbreak and to ensure the ongoing operation of the venue.
- 22.2 All owners and responsible persons of any horses that enter the venue must complete a horse health declaration and return either electronically or via hardcopy to the venue Administration Office for each attendance, which can be downloaded from the following link:
[msep-horse-health-declaration-form \(ourfrasercoast.com.au\)](https://ourfrasercoast.com.au/msep-horse-health-declaration-form)
- 22.3 Fraser Coast Regional Council reserves the right to refuse a booking for an equestrian event/ individual use at Maryborough Showgrounds and Equestrian Park where the event organiser/ individual is not considered to be in a position to fulfil their responsibilities regarding the relevant protocol.
- 22.4 Non-essential vehicle and visitors to horse events should avoid unnecessary contact with horses or equipment that has had contact with horses. They should also observe good biosecurity measure to help stop the potential spread of any disease.
- 22.5 Equestrian event organisers should complete their own Event Biosecurity Plan in preparation for event/s and should ensure that event participants are aware of and comply with these guidelines. The template can be downloaded from the following link:
[EVENT BIOSECURITY PLAN \(equestrian.org.au\)](https://equestrian.org.au/Event-Biosecurity-Plan)
- 22.6 Event organisers must meet the responsibilities outlined below:
 - 22.6.1 Retain a record of the horse health declaration information provided to them by competitors attending the event for a period of six months from the date of the event
 - 22.6.2 Maintain strict biosecurity at events
 - 22.6.3 Not allow sick horses to attend events
 - 22.6.4 The Sick Horse Designated Isolation Area (Quarantine Yard) is located in the car park to the west of the Covered Arena and adjacent to the bush area
 - 22.6.5 Nominate a Veterinarian in case of emergency or sick horse/s at their event.
 - 22.6.6 Monitor horse/s for any sign/s of illness.
 - 22.6.7 Anyone suspecting any notifiable disease should immediately call their veterinarian or the Emergency Watch Disease Hotline on 1800 675 888 or Biosecurity Qld on 13 25 23 and notify Fraser Coast Regional Council.
 - 22.6.8 Ensure that all participants/ individuals are made aware that in the event of a “lockdown” of the venue by the Department of Agriculture and Fisheries in accordance with their directives, they must have the resources to fund their own stay.
- 22.7 Event participants must meet the responsibilities outlined below:
 - 22.7.1 All horses in Queensland can move freely throughout the state without the need for a waybill. However, when moving horses across the Queensland Cattle Tick line you will require a waybill, in addition to a Travel Permit issued by an Inspector. The permit requirements will vary depending on the place of origin, the intended destination, and the time spent away from the place of origin. These permit conditions must be adhered to or your Travel Permit may be cancelled. An inspection and treatment for cattle ticks may also be required. If required, multiple movement permits are available.
 - 22.7.2 For horses travelling interstate, you are required to contact the Department of Agriculture and Fisheries in the State or Territory to which or through which you plan to travel.
- 22.8 Persons in charge of a horse/s attending an event must provide the following information to event organisers:

22.8.1 Completed horse health declaration with the following information:

- The number of horses they are in charge of at the event;
- The property identification code (PIC) for the property from which the horse/s had travelled to attend the event;
- The name and address of the person in charge of the horse or horses at the event.

22.8.2 Ensure they do not take sick horse/s to an event.

22.8.3 Practice good biosecurity before, during and after going to an event.

23. Dogs

- 23.1 All persons attending horse events/ activities are to be made aware that dogs are not permitted in designated horse event areas, including spectator and judging areas, at any time.
- 23.2 Dogs in camping areas must remain tied up or on a short leash at the camp site.
- 23.3 Specific areas are designated for dog events/ activities and these areas are separate to designated horse event areas.
- 23.4 Dogs must be kept on a short leash at all times except where permission is given by Fraser Coast Regional Council for specific activities (such as competition trials and obedience training) where the dog/s is/ are allowed off leash under specified conditions including location, time and control measures.

24. Camping and Parking

- 24.1 Camping and parking of vehicles are allowed in designated areas only.
- 24.2 Roping off/ reserving sites in designated camping areas is prohibited.
- 24.3 Designate horse accommodation, preparation and working areas are separate from the areas designated for vehicles and camping.

25. Damages

- 25.1 Any items brought into the Main Hall and Hall 3 should have no sharp protrusions in contact with the flooring.
- 25.2 The floors, walls or any other part of any building or any fittings or furniture shall not be broken, pierced by nails or screws or in any other way damaged.
- 25.3 Nothing may be driven or dug into the base of the Covered Arena.
- 25.4 The hirer shall accept full financial responsibility for damage to Fraser Coast Regional Council property except for normal wear and tear.

26. Cleanliness

- 26.1 Areas used by the hirer, including amenities blocks, parking and camping sites, buildings, sheds, grassed display areas and arenas, must be left in a clean and tidy state. Wheelie bins are provided for the removal of rubbish.
- 26.2 If area/s to be used by the hirer are left littered with rubbish and no cleaning arrangements have been made with Fraser Coast Regional Council, the hirer will be charged a cleaning fee in accordance with the Schedule of Fees and Charges.
- 26.3 Canteens are to be cleaned after use. The hirer shall be charged a cleaning fee in accordance with the Schedule of Fees and Charges for any canteen that is not cleaned after the event.
- 26.4 Stables, tack rooms and yards are to be left clean after the event. Manure, hay and dirty bedding are to be deposited at the designated waste area/s. The hirer shall be charged a bond at the time of booking. This bond will be retained for any stable, tack room or yard not left clean after the event and any stable waste and manure not deposited at the designated dump point.

27. Determination

- 27.1 If the hirer commits, permits or allows any breach or default in the performance and observance of these conditions Fraser Coast Regional Council may terminate the permission to use the premises hire fees shall be forfeited to Fraser Coast Regional Council.

28. Refusal to Grant Hire

- 28.1 It shall be at the discretion of Fraser Coast Regional Council to refuse to grant the hire of all or any part of the grounds in any case and, notwithstanding that permission to hire the premises may have been granted or that these conditions may have been accepted and signed and the fees and deposit paid, Fraser Coast Regional Council will direct the return of fees and deposits paid.
- 28.2 The hirer hereby agrees in such case to accept the same and shall be held to have consented to such cancellation and to have no claim at law or in equity for any loss or damage in the consequence thereof.

29. Disputes

- 29.1 In the event of any dispute or difference arising as to the interpretation of these terms and conditions, or of any matter or issue contained herein or as to the meaning of any of the terms and conditions, the decision of Fraser Coast Regional Council shall be final and conclusive.