



Grounds and Facilities Terms & Conditions of Hire

June 2020

The Beaudesert Showgrounds are privately owned by the Beaudesert Show Society.

It is recognized that, with the Show Society owning the grounds and therefore are responsible for all maintenance of the facilities, a user pays system must be applied to all use of the grounds & facilities.

Every endeavor is made to keep charges to a minimum.

Please ensure that you and your guests respect the property & facilities while on the grounds at all times.

CONTENTS:

1) DEFINITIONS	pg. 2
2) CONDITIONS OF HIRE DOCUMENT	pg. 2
3) HIRE OF GROUND/FACILITIES	pg. 2
i. APPLICATIONS FOR HIRE	pg. 2
ii. HIRE CHARGES AND FEES	pg. 2
iii. ALTERATIONS OF BOOKING	pg. 2
iv. CANCELLATION OF HIRE	pg. 2
4) PUBLIC LIABILITY INSURANCE	pg. 3
i. PUBLIC LIABILITY – Hirers are required to:	pg. 3
5) SUBLETTING	pg. 3
6) SMOKING ON GROUNDS	pg. 3
7) ALCOHOLIC BEVERAGES	pg. 3
8) USE OF THE GROUNDS	pg. 3
i. PRESERVATION OF ORDER	pg. 3
i. PRESERVATION OF ORDER	pg. 3
ii. RESPONSIBILITY FOR DAMAGE	pg. 3
iii. DEFACING OF WALLS, ETC	pg. 3
iv. EXTRA LIGHTING/ELECTICAL FAULTS	pg. 3
v. PLUMBING	pg. 3
vi. FIRES	pg. 3
vii. GLASS	pg. 3
viii. USE OF CONFETTI	pg. 4
ix. ANIMALS ON GROUNDS	pg. 4
(i) LIVESTOCK	pg. 4
(ii) DOGS	pg. 4
9) SUPERVISION	pg. 4
10) RECEIPT AND REMOVAL OF OUTSOURCED HIRED EQUIPMENT	pg. 4
11) REMOVAL OF ARTICLES & CLEANING OF PREMISES	pg. 4
12) ENTRY FOR INSPECTION	pg. 4
13) SEATING ACCOMMODATION	pg. 4
14) PASSAGEWAYS TO EXITS TO REMAIN CLEAR	pg. 4
15) NOISE	pg. 4
16) HIRINGS SUBJECT TO CONDITIONS	pg. 4
17) HIRE OF EQUIPMENT	pg. 5
18) CONDITIONS	pg. 5
19) CORRESPONDENCE	pg. 5
20) RISK MANGMENT	pg. 5
i. ACCIDENT, INJURY OR INCIDENT – PUBLIC LIABILITY	pg. 5
ii. QUEENSLAND BUILDING FIRE SAFETY REGULATIONS	pg. 5
iii. FIRST AID KITS	pg. 5
iv. STATE GOVERNMENT HEALTH MANAGEMENT PLANS & REGULATIONS	pg. 5
21) BEAUDESERT SHOW SOCIETY INDEMNITY	pg. 5
22) DISPUTES	pg. 5





1) DEFINITIONS

- ❖ BSS.....Beaudesert Show Society
- ❖ Society.....Beaudesert Show Society

2) CONDITIONS OF HIRE DOCUMENT

- ❖ The “General Conditions of Hire” is a legal document which is provided to the nominated Hirer of the Beaudesert Show Grounds and Facilities prior to the booking date.
- ❖ The document is accompanied with the quote for the hire of the Grounds/Facilities, which will include the acceptance clause for signing and returning.
- ❖ The Beaudesert Show Society reserves the right of refusal to hire the grounds or facilities and has the power to revoke booking agreements at any time.

3) HIRE OF GROUNDS/FACILITIES

I. APPLICATIONS FOR HIRE

- i) Bookings for our facilities are processed by the Beaudesert Show Society appointed Bookings Coordinator only, on Tuesdays during office hours (NB: this position is not a full time position and times may vary). All venue bookings are made by completing an Application for Facilities Hire form, with the particulars of the nature and purpose of the booking.
- ii) All applications must be in the name of the person/group hiring and must match that on the insurance documents provided. Applications will not be accepted if these do not match.
- iii) Hirer contact person/s must be named on the application form, ONLY these contacts will be permitted to liaise with the BSS Bookings Coordinator.
- iv) The society may reject any application without stating any reason therefore.
- v) The hiring of the Beaudesert Showgrounds/facilities is for the dates as on the Application Form and does not automatically reserve those dates for future hiring in another year. Use if the grounds is strictly for the days stated.
- vi) The Society will only accept an Application to Hire Showground & Facilities for a maximum of twelve in advance, including those events that are held on annual basis.

II. HIRE CHARGES AND FEES

- i) Venue fees and charges are set by the BSS.
- ii) Upon receiving the application, the bookings coordinator will confirm the area and facilities required. Once this is established a quote for the use of the grounds & facilities along with the conditions of hire, will be emailed to the contact person on the hire agreement. This quote must be signed and returned if accepted.
- iii) An invoice will be sent out when the quote is returned to the bookings coordinator. These fees will be in accordance with the Schedule of Charges, which are required to be paid within 14 days of invoice. The booking is not confirmed or placed on the calendar until this fee is received. Booking fees are set by the BSS.
- iv) Prices are subject to change if the event falls outside the original booking agreement or due to unexpected external price rises.
- v) Booking Fees are non-refundable or transferable to other dates if cancelled by the hirer. Special discretions may be considered, but application for this must be in writing addressed the Beaudesert Show Society Management Committee.
- vi) The whole or any part of the said sum may be forfeited to the society at its absolute discretion in full or partial compensation for any such damage occasioned during the hiring, but without prejudice to the right of the society to recover from the hirer any additional amount by way of compensation as aforesaid.
- vii) Special preparations of the grounds is not included in the price of the grounds hire. Grounds will be clean and tidy with weather permitting. Extra preparations will be at a cost to the hirer.

III. ALTERATION OF BOOKING

- i) All alterations of booking applications must be made in writing to the BSS bookings coordinator.
- ii) Only the contact person on the hire agreement may contact the bookings coordinator.

IV. CANCELLATION OF HIRE

- i) Notwithstanding that the hire of the Beaudesert Showgrounds or premises may have been duly entered into in accordance with these conditions, the Society reserves the right at its absolute discretion to cancel the hiring. If the hiring is cancelled under this clause the deposit paid shall be refunded to the hirer who shall have no claim of any kind whatever, either at law or in equity, whether for loss, expenses, damage or otherwise in consequence of such cancellation.



4) PUBLIC LIABILITY INSURANCE

I. PUBLIC LIABILITY – Hirers are required to:

- i) Provide evidence of Public Liability Insurance cover for \$20 million for the hire period.
- ii) Provide evidence of Public Liability Insurance cover in the name of the person/company who is making the booking, otherwise they are to be listed as an interested party.
- iii) Provide a copy of the Certificate of Currency with the signed agreement form/quote.
- iv) Insurance must cover the type of event being held.

5) SUBLETTING

- ❖ Subletting of the facilities is prohibited and will not be approved under any circumstances. The hirer shall not sublet or part with the possession of the Beaudesert Showgrounds or premises or any section or part thereof. Full responsibility of the grounds is to that of the person/group hiring the grounds on the booking form.

6) SMOKING ON GROUNDS

- ❖ The BSS buildings, amenities (including stables) are designated Non Smoking areas. The hirer shall not permit and shall prevent smoking inside and within a set perimeter of these premises.

7) ALCOHOLIC BEVERAGES

I. INTENTION TO SELL ALCOHOL

- i) If it is the intention of the Hirer to sell liquor to function attendees, a letter of consent must be provided by the Beaudesert Show Society.
- ii) An appropriate Liquor permit must be obtained from the Queensland Government Office of Liquor, Gaming and Racing.

II. EVENT MANAGEMENT PLAN

- i) The BSS reserve the right to request an event management plan, to be submitted in relation to the use of alcohol and the operation of the event.
- ii) This is to cover but not limit to the hours of license/consumption of alcohol, entertainment, noise management

8) USE OF THE GROUNDS

I. PRESERVATION OF ORDER

- i) The Hirer shall ensure that the facilities hired are used in a properly, orderly and lawful manner and will not permit or suffer any riotous, disorderly or improper conduct in the facility nor permit or suffer any person who is affected by liquor or guilty of riotous, disorderly or improper conduct to be or remain in the facility or permit or suffer to be done in or about the facility or any other part of the facility any act, matter or thing which may injure or tend to injure the reputation of the BSS or cause a nuisance or annoyance to others.
- ii) The hirer shall be responsible for the maintenance and preservation of good order on the showgrounds or premises and in the approaches thereto throughout the whole duration of the hiring.
- iii) The hirer is responsible for the behaviors of the persons using the facility hired whatever their capacity. This includes ensuring that persons leaving the venue do so in an orderly manner without causing nuisance or annoyance to other community members.
- iv) The Hirer is required to ensure that any activity conducted at the venue does not pollute the environment or be contrary to legislative requirements in regard to the environment.
- v) BSS reserves the right to ban and/or have any person/group removed from the premises where that person/group has, or is likely to cause injury/damage to other persons or property.

II. RESPONSIBILITY FOR DAMAGE

- i) The hirer shall be responsible for and make good any loss or damage to any part of the showgrounds, building, or to furniture, fittings, appliances or other apparatus, occasioned during or as a result of the hiring and shall upon demand by the Society pay to it such sum as may be incurred by the Society in restoring such damage. The decision of the Society as to the amount payable to make good such loss or damage shall be final and conclusive and shall be binding upon the hirer.

III. DEFACING OF WALLS, ETC

- i) The walls, doors, floors, or any other part of the premises MUST NOT, under any circumstances, be defaced by the use of nails, screws, double sided tape or the like. No writing, printing, painting or decoration is to be made on any ceiling, wall or door.

IV. EXTRA LIGHTING/ELECTICAL FAULTS

- i) Extra lighting shall not be installed on the showgrounds or premises without the permission of the Society or its authorized representative. Where such permission is granted, such lighting must be installed ONLY by the recommended electrical contractor of the Beaudesert Show Society. It is recommended that all electrical equipment bought onto the showgrounds must have been tested and tagged by a licensed electrical contractor, this is the responsibility of the hirer.
- ii) All faults/damages must reported to the show society immediately, only the authorized show contractor may touch or repair any faults on the grounds.

V. PLUMBING

- i) The hirer is not permitted to carry out any plumbing or repairs to permanent fixtures on the Beaudesert Show Grounds. All faults/damages must reported to the show society immediately, only the authorised show contractor may touch or repair any faults on the grounds.



VI. FIRES

- i) Fires are NOT PERMITTED on the grounds.

VII. GLASS

- i) The Beaudesert Showgrounds is glass free. **No glasses/glass bottles** are to be brought onto the grounds.

VIII. USE OF CONFETTI

- i) The use of confetti in any part of the premises is strictly prohibited

IX. ANIMALS ON GROUNDS

i) LIVESTOCK

- (1) With regard to tethering and stationing of livestock - animals are not to be within the fenced area of Caravan Park, around the Grand Stand, and are NOT TO BE tethered to taps/wash bay taps. All hirers are to stay within the region they have booked. All damages to be paid for by the Hirer. Livestock movement declarations are to be made available at any time. Copies of waybills/NVDs are to be provided for all cattle/sheep/goat movement on the grounds.

ii) DOGS

- (1) NO DOGS ALLOWED ON THE GROUNDS. (Service Dogs accepted)

9) SUPERVISION

- ❖ The hirer shall have complete control and supervision over all means of ingress and egress and over the openings of the doors and the admission of the public and the hirer or his representatives shall act under its direction in this respect.

10) RECEIPT AND REMOVAL OF OUTSOURCED HIRED EQUIPMENT

- ❖ The hirer shall make adequate arrangements for the receipt of any equipment being brought onto the grounds. The hirer is to ensure they have made adequate arrangements for delivery or pickup of any outsourced equipment. The BSS is at no time responsible for or will take custody of equipment. This must be done within time period of the hire agreement.

11) REMOVAL OF ARTICLES & CLEANING OF PREMISES

- ❖ Whilst the basic cleaning of the facility used has been factored into the cost of the rental charge, it is the hirer's responsibility to remove/store away any property/equipment that has been set up in conjunction with the facilities use:
- ❖ It is the hirer's responsibility to remove any debris, (including bailing twine & electric fence ribbon) or rubbish.
- ❖ If Societies rubbish bins have been used they are to be emptied, cleaned and stacked in the original location and position. Permission from the show society must be given before use of these items.
- ❖ If any rubbish is left on the Beaudesert Showgrounds or premises the Rubbish will be removed and the Hirer will be charged the cost to remove such Rubbish.
- ❖ Toilets will be cleaned and stocked prior to event, expenses incurred in the cleaning of the toilets after the event will be charged to the Hirer of the facility.
- ❖ The hirer must leave the premises in a clean and tidy condition. Failure to do so will render the hirer financially liable (or the forfeit of any bond paid) for the actual cost of reinstating the facilities used to an acceptable standard.
- ❖ If facilities are left in an unclean and untidy condition the Hirer will be charged the contractors rate ruling as at that time
- ❖ On vacating the premises, the Hirer is responsible for: check that all electricity is switched off, particularly overhead lighting, buildings & gates locked and all taps are turned off correctly. Charges will apply for excess use of these utilities.

12) ENTRY FOR INSPECTION

- ❖ The BSS Booking Coordinator or an approved delegate of the Society in the course of his/her duty shall have the right to enter the grounds to inspect when required. The nominate contact person on the booking form will be contacted prior to or when entering the grounds.

13) SEATING ACCOMMODATION

- ❖ Standing on furniture or permitting footwear to rest on any wall or door, or on any furniture is STRICTLY PROHIBITED
- ❖ No person shall be allowed to sit on window sills, steps, or any other part of the showgrounds or premises not intended to be used for seating. No seating shall be permitted in passageways or aisles.

14) PASSAGEWAYS TO EXITS TO REMAIN CLEAR

- ❖ The hirer shall maintain clear and trafficable without hindrance passageways, entrances, exits and aisles provided in the premises.

15) NOISE

- ❖ Please consider your neighbor's and keep the volume of Public Address Systems low during early hours of the morning and late of night. All noise from activities must cease by 10pm.

16) HIRINGS SUBJECT TO CONDITIONS

- ❖ Any engagements of any kind in the premises shall be subject to the Conditions of Hire applicable at the date of hire of the premises and the hirer shall be deemed to be aware of all such conditions.



17) HIRE OF EQUIPMENT

- ❖ Arrangements must be made on the booking application for hire of show equipment.

18) CONDITIONS

- ❖ The Society reserves the right to add to, amend or alter these conditions.

19) CORRESPONDENCE

- ❖ All Bookings correspondence to be sent to Email: bookings@beaudesertshow.com.au or contact the Beaudesert Show Office on Ph.: 07 55 413 200.

20) RISK MANGMENT

I. ACCIDENT, INJURY OR INCIDENT – PUBLIC LIABILITY

All accidents, injuries and incidents must be reported to the BSS within 24 hours of the event occurring. Any accident, injury and incident that results in a person being taken to hospital must be reported immediately to the BSS.

The Hirer is required to:

- Ensure all spillages on floors are mopped and cleaned to prevent any slips, trips or falls.
- Familiarise themselves in regard to any safety requirements or instructions and to ensure patrons using the venue adhere to safe practices and comply with specific safety requirements for the venue.

It is the responsibility of the Hirer to arrange Public Liability Insurance for the duration of the hire period relevant to the booking.

II. QUEENSLAND BUILDING FIRE SAFETY REGULATIONS

All persons hiring a facility are to comply with the Queensland Building Fire Safety Regulations.

A summary of key compliance requirements include:

- Evacuation routes are not obstructed, including the fire exit from the facility.
- Any door along an evacuation route is not to be locked during the use of the facility.
- Where fire extinguishers and /or fire hose reels are installed at the facility, access must remain clear and free from any obstruction. Deliberate misuse of any fire service equipment will result in the forfeit of bond and may attract a penalty.

III. FIRST AID KITS

- ❖ First Aid Kits are not available at the facility for Hirers use. It is the responsibility of the Hirer to ensure they have a suitable First Aid Kit in their possession whilst they are in use of the Grounds/Facilities.

IV. STATE GOVERNMENT HEALTH MANAGEMENT PLANS & REGULATIONS

- ❖ The Hirer is responsible for ensuring they have all necessary Event Risk Management Plans for their event in place and any Australian & State Government Health Management Plans – required at the time of booking the event.

21) BEAUDESERT SHOW SOCIETY INDEMNITY

I. The Hirer and The Beaudesert Show Society will agree as follows:

The Hirer use and occupy the Beaudesert Show Grounds at the risk of the hirer, and the Hirer will release the BSS, its officers and contractors from all actions, claims and demands of every kind resulting from:

- any accident, loss, damage or injury to any person or property occurring on the facility whilst occupied or used by the Hirer or by any property servant or agent of the Hirer; except where the actions, claim or demand is a result of the negligence or omissions of the BSS, its employees, contractors or agents;
- any loss or damage suffered by any person or persons arising out of the exercise by the BSS and its Officer(s), servants or agents of any right or discretion pursuant to the Hire Agreement; except where the actions, claim or demand is a result of the negligence or omissions of the BSS, its employees, contractors or agents; and
- any accident, loss, damage or injury to any person or property arising out of the use of the equipment provided by BSS pursuant to the Hire Agreement, except where the action, claim or demand is a result of the negligence or omissions of the BSS, its employees, contractors or agents.

- ❖ The Hirer will indemnify the BSS from and against all actions, claims and demands of every kind which the BSS or its Officer(s), servants, agents or contractors shall or may be liable for in respect or arising from any accident, loss, damage or injury to person or property by reason of anything done or omitted by the Hirer or their servant or agent for which the Hirer is legally liable. The Hirer will only provide this indemnity for matters arising from the negligent acts or omissions of the Hirer, or their servant or agents.

Any right and powers of the BSS under any of the provisions of the Application for Facilities Hire shall not be deemed to impose upon the BSS any responsibility for selection of the work or works proposed to be performed or being performed on the facility at any time.

22) DISPUTES

- ❖ In the event of any dispute or difference arising as to the interpretation of these conditions, or as to the meaning of any of them or as to any matter or thing herein contained, the decision of the Society thereon shall be final and conclusive.

