

Queensland State Equestrian Centre

Event Terms and Conditions of Hire

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Please read these Terms and Conditions of Hire carefully prior to signing the Event Booking Enquiry Form. These Terms and Conditions of Hire must be read in conjunction with the document; QSEC Main Arena Technical / General Information.

Definitions

- **Administration Fee** see the schedule of rates at the QSEC Website which includes the relevant fee / charge.
- **Advertising Release** means the issuing of advertising material which relates to the Event and contains reference in any form to Council or QSEC.
- **Beverages** includes alcoholic drinks.
- **Bonds** means an amount paid prior to an Event which is refunded if QSEC is left in the same condition as agreed in the Pre-event Inspection Report.
- **Deposit** see Clause 14.2.
- **Equine Event** means any Event involving a horse,
- **Event** means the Event that the Hirer has specified on the Event Booking Enquiry Form.
- **Event Booking Enquiry Form** means the Event Booking Enquiry Form which the Hirer completes to book an Event at QSEC.
- **Event Date** means the date(s) on which the Event is to be held as specified on the Event Booking Enquiry Form.
- **Event Fee** see Clause 14.4.
- **Event Plan** see Clause 1.1.
- **Fee Proposal** see Clause 14.1.
- **Hirer** means the Hirer named on the Event Booking Enquiry Form and includes its officers, employees, agents, contractors and volunteers.
- **House Seat** means a seat for a person in QSEC for each day of an Event.
- **Laws** includes without limitation regulations and industry standards.
- **Council** means City of Moreton Bay (ABN: 92 967 232 136) which is the owner of QSEC and where the context permits includes its officers, employees, agents, contractors and volunteers.
- **Pre-event Inspection Report** see Clause 24.1.
- **QSEC** means the Queensland State Equestrian Centre at cnr Tuckeroo Drive & Beerburrum Road, Caboolture, QLD 4510 and where the context permits includes any facilities at QSEC.
- **QSEC Manager** means an employee of Council whom Council may appoint from time to time to manage QSEC, including the QSEC Event Operations Manager.
- **QSEC Website** means www.QSEC.com.au or other domain used by Council as the official website for QSEC from time to time.
- **Stall** means a market or trade stall at the Event from which a person is able to vend goods or services.
- **Stall Fee** means the fee payable by the Hirer to Council for each Stall as determined by Council from time to time. All Stall Fees will be included in the Fee Proposal and the Event Fee.
- **Terms and Conditions of Hire** means these Terms and Conditions of Hire.
- **Ticketing Service** means the method by which tickets for events to be held at QSEC are distributed as determined by the QSEC Manager from time to time.
- **Unforeseen Circumstance** includes instances where another hirer wishes to hire QSEC on the Event Date.

1. Event Details

- 1.1. The Hirer is solely responsible for ensuring that all aspects of the Event will be possible in accordance with the venue conditions of hire and entry. By signing these Terms and Conditions of Hire, the Hirer warrants that they have read and accept all terms, conditions and information and further acknowledges that they have had the opportunity to address any concerns which they may have with the QSEC Manager and/or Event Operations Manager prior to signing. In the event of any inconsistency in information, the relevant provision of the Terms and Conditions of Hire will prevail.
- 1.2. The Hirer must prepare and give to the QSEC Manager at least three weeks prior to the Event Date;
 - (a) for an Equine Event, an Event Plan which outlines the program timetable, a competitor list for each day of competition, a running sheet including set up/pull down times, equipment requirements, special access needs (heavy vehicles etc) and power/water requirements; or
 - (b) for an Event, an Event Plan which outlines the program timetable, an entertainment line up, a running sheet including set up/pull down times, equipment requirements, special access needs (heavy vehicles etc) and power/water requirements
- 1.3. The QSEC Manager shall notify the Hirer of any changes which must be made to the Event Plan as soon as possible after receipt of the document. The Hirer agrees to make these changes to the Event Plan.
- 1.4. The Hirer must comply with the Event Plan.
- 1.5. For Equine Events, the Hirer must provide the following personnel on the Event Date:
 - (a) a stable warden(s) to be responsible for all things relating to the use of stables at QSEC. The stable warden must be at the stables between 6am and 6pm on the Event Date and should competitors want to arrive outside these hours, the Hirer must, with approval of the QSEC Manager, notify the competitor that they will need to do so by making arrangements with the stable warden. A plan of the stables at QSEC will be available on the QSEC Website or by request to the QSEC Manager;
 - (b) a minimum of one first aid officer to attend to persons requiring medical assistance at the Event. For showcase events with forecasted spectators over 1000, a separate first aid team must be secured for general public, at a cost to the event.
 - (c) A minimum of 5 volunteers to serve as fire wardens to assist in the evacuation of Event attendees in the case of an emergency.
- 1.6. The Hirer warrants that all personnel which it provides pursuant to clause 1.5 will be suitable to undertake their responsibilities. The Hirer agrees to indemnify and keep indemnified Council against any claims, loss or damage suffered or incurred by Council caused by or arising from a breach of this warranty.

2. Media Cover/Commercial Filming and Photography

- 2.1. Commercial filming or photography is only permitted if specified in the Event Booking Enquiry Form and the Hirer receives the written consent of Council.
- 2.2. In the event of the Hirer employing a commercial photographer to take photographs of the Event, the Hirer agrees to provide Council with a selection of up to ten (10) photographs free of charge for use by Council.

3. Film Rights

- 3.1. The Hirer grants Council the right to record, in any manner, without limitation, the Event or any part of the Event, for use by Council.

4. Signage

- 4.1. The Hirer must submit details of all signage to be used at the Event to the QSEC Manager for approval prior to the Event Date.
- 4.2. All signage must be erected/removed at the Hirer's cost at a time agreed between the Hirer and the QSEC Manager and the Hirer must abide by all laws relevant to health and safety when performing such tasks.

5. Intellectual Property Warranty

- 5.1. The Hirer warrants that it owns or has the right to use any intellectual property associated with the Event and that it will not use the intellectual property of any third party without the relevant authority.
- 5.2. The Hirer will provide any third party authority to the QSEC Manager upon request.
- 5.3. The Hirer agrees to indemnify and keep indemnified Council against any claims, loss or damage suffered or incurred by Council caused by or arising from a breach of this warranty.

6. Public Liability

- 6.1. Public liability insurance for no less than 20 million dollars (\$20,000,000) per occurrence must be held by the Hirer. Council must be named on this policy as an interested party.
- 6.2. A copy of this insurance policy must be attached to the Event Booking Enquiry Form.
- 6.3. Council reserves the right to reject any booking application if it is of the opinion that a particular activity which the Hirer intends to undertake is not covered by insurance.
- 6.4. Hirers providing or organising tuition or coaching must ensure the coach is insured, and the coach acts in accordance with the insurance policy. The Hirer agrees to indemnify and keep indemnified Council against any claims, loss or damage suffered or incurred by Council caused by or arising from a breach of this warranty.

7. Sale of Goods and Services at QSEC

- 7.1. The sale of goods, other than food and beverages, (see clause 8), and services on the Event Date is only permitted at a Stall and if details of the goods and services to be sold at the Stall are included in the Event Booking Enquiry Form and is subject to the approval of the QSEC Manager.
- 7.2. A Stall Fee is payable to Council for each Stall approved pursuant to clause 7.1.
- 7.3. All Stall Fees will be included in the Fee Proposal and the Event Fee.
- 7.4. The Hirer must pay all Stall Fees to Council.
- 7.5. An approval given under this clause 7 may be subject to conditions.

8. Sale of Food and Beverages at QSEC

- 8.1. The written approval of the QSEC Manager is required for the sale of food and beverages at the venue (outside of registered food vendors organized by QSEC). Any such approval may be subject to conditions.
- 8.2. The Hirer must provide final catering numbers 7 days prior to the Event Date.
- 8.3. QSEC is a licensed venue, and no alcoholic drinks are permitted to be brought into QSEC by the Hirer or any Event attendees (excluding campsite personal use).
- 8.4. Council may provide alcohol for sale at the Event Date upon the Hirer's request.
- 8.5. An approval given under this clause 8 may be subject to conditions.

9. Marquees and Temporary Structures

- 9.1. The erection, appearance and site location of marquees, tents, stages, platforms and temporary grandstands at QSEC are subject to the prior written approval of the QSEC Manager.
- 9.2. All structures are to be erected / removed, at the Hirer's expense, at an agreed time between the Hirer and the QSEC Manager and the Hirer must abide by all laws relevant to health and safety.

10. QSEC Security

- 10.1. The written approval of the QSEC Manager is required for the engagement of equipment at QSEC.
- 10.2. Council has a contracted company which has the sole right to security operations at QSEC. All requests for security are to be made via the booking form, or in a written request to QSEC.

11. Access, Parking and Vehicles

- 11.1. Vehicles and persons are not permitted within the confines of restricted areas. The QSEC Manager will advise the Hirer of such restricted areas prior to the Event Date.
- 11.2. During Events, if the QSEC Manager considers it appropriate, QSEC employees and/or designated parking teams will direct visitors arriving by car, coach or other transport means to an appropriate car park for each Event.

12. Other Prohibited Activities

- 12.1. The collection of monies, the distribution of pamphlets and stickers and any other activities not expressly permitted under the Event Booking Enquiry Form and these Terms and Conditions of Hire are prohibited unless prior written approval has been granted by the QSEC Manager.
- 12.2. An approval given under this Clause 12 may be subject to conditions.

13. Changes to the Event Plan

- 13.1. All changes or variations to details of the Event Plan may only be implemented with the prior written permission of the QSEC Manager.

14. Fees, Bonds, Deposits and GST

- 14.1. Upon submission of the signed Event Booking Enquiry Form, the QSEC Manager will produce a Fee Proposal based on the estimated value of all services and facilities to be provided to the Hirer.
- 14.2. The Hirer must pay a Deposit of equivalent to 30% of the Fee Proposal within two weeks of receiving the Fee Proposal in order to confirm the booking. The Deposit must be paid immediately if the Event Date is less than eight (8) weeks away. The Deposit is refundable if the Hirer cancels the booking more than three months prior to the Event Date.
- 14.3. The Hirer must pay the 100% of Bonds, as outlined in the Fee Proposal, within two weeks of receiving the Fee Proposal.
- 14.4. If the Deposit is not paid in accordance with clause 14.2, the booking will be cancelled.
- 14.5. Upon conclusion of the Event, Council will issue a tax invoice to the Hirer for the Event Fee. As this invoice will be for the actual services provided by QSEC during the Event, the Event Fee may differ from the Fee Proposal. The Hirer agrees to pay the Event Fee notwithstanding any difference between the Fee Proposal and the Event Fee.
- 14.6. The Hirer must pay the Event Fee within seven (7) days after the date of invoice.
- 14.7. Provided that the Hirer shall have complied with these Terms and Conditions of Hire the Deposit or such balance which remains of the Deposit after any deductions are made by Council shall be repaid to the Hirer within 30 working days after the Event.
- 14.8. Council may retain the Deposit to contribute towards the Event Fee. Accordingly the Hirer will then be invoiced for the amount of the Event Fee which remains outstanding.
- 14.9. Costs to repair or replace any damage caused to any equipment, facilities, buildings or natural landscapes at QSEC during the Event or any other cost incurred by Council as a result of the Event will be charged to the Hirer and deducted from the Deposit. To the extent that the Deposit is insufficient to cover this cost, a separate invoice will be issued to the Hirer. The Hirer agrees to pay any additional invoice within fourteen (14) days after receipt of the invoice.
- 14.10. All amounts payable by the Hirer to Council pursuant to this agreement are inclusive of goods and services taxes (GST) unless the contrary is specified.

15. Cancellation of an Event

- 15.1. If the Hirer cancels the Event within three months prior to the Event Date, 50% of the Deposit (inclusive of GST) is payable to Council.
- 15.2. The amount payable under Clause 15.1 is subject to the sole discretion of Council which may reschedule the Event if possible and practicable in the opinion of Council may, at its sole discretion, cancel or postpone the Event due to safety issues, breaches of these Terms and Conditions of Hire or any Unforeseen Circumstances. What constitutes an Unforeseen Circumstance is to be decided at the sole discretion of Council.
- 15.3.
- 15.4. If Council cancels the Event under this clause 15 the Deposit will be returned to the Hirer.
- 15.5. If Council postpones the Event under this clause 15 the Deposit will only be returned to the Hirer if the Hirer cannot agree with Council on a rescheduled event date for the Event. If the Hirer cannot agree with Council on a rescheduled event date for the Event, the Event will be cancelled and the Deposit will be returned to the Hirer.
- 15.6. Council will not be liable to the Hirer for any loss whatsoever that the Hirer may suffer as a result of a cancellation or postponement of the Event. The liability of Council for the cancellation or postponement of the Event is limited to the return of the Deposit to the Hirer in accordance with this clause 15.

16. Waste Management

- 16.1. All litter generated from the Event which is not removed by the Hirer will be removed by Council at the Hirer's cost.

17. Environment

- 17.1. The Hirer must comply with all laws relevant to use of QSEC and the conduct of the Event including laws relating to air, noise and water pollution and the protection of flora and fauna.

18. External Approval

- 18.1. The Hirer must obtain all relevant approvals and permits for the conduct of the Event. Council will require confirmation that all relevant approvals and permits have been obtained prior to the Event.

19. Advertising

- 19.1. The Hirer must inform and provide the QSEC Manager with the relevant material prior to any Advertising Release.
- 19.2. The QSEC Manager will endeavour to approve any Advertising Release as soon as practicable.

20. Medical Requirements

- 20.1. The Hirer must ensure that medical and first aid measures are provided at QSEC for competitors, animals, spectators and officials associated with the Event. See clause 1.5(b).
- 20.2. The Hirer must notify Council immediately if any person requires medical assistance as a direct result of the Event, whether assistance comes from on site medical facilities or other emergency services not associated with the Hirer.

21. Workplace Health and Safety Requirements

- 21.1. The Hirer must:-
 - 21.1.1 comply with all laws relevant to health and safety;
 - 21.1.2 advise the attendees of their Event as to the location of suitable fire exits and evacuation methods;
 - 21.1.3 ensure that it has the appropriate Workers' Compensation Cover and Public

Liability Insurance to cover workers, committee members, volunteers and attendees at the Event;

- 21.1.4 complete a workplace health and safety / risk management checklist which is to be submitted with the Event Booking Enquiry Form;
 - 21.1.5 ensure that any facility or equipment used at QSEC is appropriate and safe for the relevant activity;
 - 21.1.6 ensure that all electrical leads and appliances used at the Event carry a tag indicating test time within the last twelve months;
 - 21.1.7 ensure that all children attending the Event are supervised by an adult at all times.
- 21.2. No fires are allowed to be lit at QSEC, without written permission of Council.
- 21.3. The Hirer must notify staff at QSEC if it detects any problem relating to public and users' safety, workplace health and safety or minor operational or maintenance issues or procedures.

22. Indemnity

- 22.1. The Hirer indemnifies and keeps indemnified Council, its officers, employees, agents and contractors against all liability for death of or injury to persons or loss of or damage to property and all actions, claims, demands, losses, damages, costs and expenses whatsoever and howsoever caused by or arising from the use of QSEC, the use of equipment and any other items at QSEC, the Hirer not proceeding with the Event or any competition forming part of the Event or any breach of these Terms and Conditions of Hire by the Hirer except to the extent that such liability is directly caused by the negligence of Council.
- 22.2. The Hirer releases Council, its officers, employees, agents and contractors from and agrees that it and they are not liable for any loss or damage to persons or property suffered or incurred (including loss of profits or loss or damage to the Hirer's reputation) as a result of or arising from the use of QSEC or equipment or items at QSEC unless such loss or damage is directly caused by the negligence of Council.
- 22.3. The indemnity and release in this paragraph applies whether or not the loss or damage arose as a result of anything the Hirer is authorised or obliged to do under these Terms and Conditions of Hire or anything Council has consented to or approved.
- 22.4. In relation to Equine Events, the Hirer acknowledges that it is aware that all equine activities (including the use of equipment at QSEC and other livestock) is/are 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.
- 22.5. The Hirer acknowledges and accepts that Council is not involved in any way in the organisation of the Event and is merely providing a facility for the use of the Hirer. Council makes no warranties in relation to fitness for purpose or the safety of the facility.

23. Equine Influenza and Biosecurity Outbreaks

- 23.1. In relation to Equine Events, Council accepts no responsibility or liability whatsoever for any losses, damages, costs and expenses and any loss of or damage to property suffered or incurred as a result of or in connection with Equine Influenza or other biosecurity hazard.
- 23.2. The Hirer agrees to indemnify and keep indemnified Council, its officers, employees, agents and contractors against all liability for loss of or damage to property and all actions, claims, demands, costs and expenses whatsoever arising as a result of or in connection with Equine Influenza or any biosecurity outbreak related to QSEC.

24. Inspections

- 24.1. Prior to the Event Date, Council staff will inspect those areas of QSEC which will be used by the Hirer. A pre-event inspection report will be completed which will include the results of this inspection.

25. Standard on Return

- 25.1. Following the Event, The Hirer will return the areas of QSEC used for the Event to the condition and state of repair evidenced by the pre-event inspection report.
- 25.2. If the Hirer does not comply with Clause 25.1, Council will have the relevant work undertaken at the cost of the Hirer. Council may deduct these costs from the Deposit.
- 25.3. To the extent that the Deposit is insufficient to cover this cost, a separate invoice will be issued to the Hirer. The Hirer agrees to pay any additional invoice within fourteen (14) days after receiving the invoice.

26. Warranties

- 26.1. The Hirer warrants that:
 - 26.1.1. It has in place all necessary permits and licences required to hold the Event; and
 - 26.1.2. It will comply with all applicable laws and all reasonable requests by the QSEC Manager in connection with the Event and these Terms and Conditions of Hire.

27. Safety

- 27.1. The Hirer agrees to conduct the Event with proper regard to the preservation of public safety and not do or omit to do anything which might in any way endanger QSEC, including without limitation, any person and any equipment, chattels or goods at any time at QSEC, whether the property of Council or not.

28. Direction and Signage Instructions

- 28.1. The Hirer must follow any directions or instructions given by the QSEC Manager or any Council staff at QSEC and must also follow any directions displayed at QSEC.

29. Ticketing

- 29.1. The Hirer must use the Ticketing Service provided by Council unless otherwise agreed in writing with the QSEC Manager.
- 29.2. The Hirer must pay an Administration Fee to Council for use of the Ticketing Service.
- 29.3. All Administration Fees will be included in the Fee Proposal and the Event Fee.
- 29.4. An approval given under this clause 29 may be subject to conditions.

30. Refusal of Admission

- 30.1. The Hirer acknowledges that the QSEC Manager reserves the right to refuse admission to, or cause to be removed from QSEC any person whose behaviour is, in the opinion of the QSEC Manager, offensive, improper or undesirable.

31. Reservation of Right

- 31.1. Council reserves the right to override any decision or action of the Hirer in relation to the Event or use of QSEC if Council, in its sole discretion, deems the decision or action to be detrimental to QSEC or safety generally.
- 31.2. Council reserves the right to reserve up to ten (10) House Seats, free of charge. Council will not exercise this right unreasonably.

32. Miscellaneous

- 32.1. The Hirer must not assign all or any part of its rights to use QSEC.
- 32.2. The Hirer must pay all stamp duty (including fines and penalties) arising in relation to its use of QSEC.
- 32.3. Dogs are permitted at QSEC provided they are kept on a lead (maximum length of 1 metre) and under control at all times. Dogs must be kept away from horse activities including Competition areas, Trade areas and shower/toilet/laundry facilities.

33. Child Protection

- 33.1. The Hirer represents that it is committed to maintaining for its employees and all who participate in its activities an environment that is free from any form of harassment or child abuse, and that it is committed to the development of appropriate policies in these areas.
- 33.2. The Hirer acknowledges that it is aware that Council is firmly committed to the protection of children and young people. The Hirer further acknowledges that it is aware that Council, in accordance with Queensland legislation and principles for child protection and intervention, aims to promote a safe environment for all children.
- 33.3. The Hirer warrants that it is aware of its obligations under all Queensland Child Protection Legislation and that it will comply with the obligations imposed in all regards, or that if it is not aware of the said obligations that it has access to more information regarding its obligations through the Children Protection Information Line on 1800 811 810, that it will be aware of its obligations and will comply with them prior to the commencement of the Event.

Executed this day of 20

Hirer Signature.....

.....
(Print name)

Position in organisation (Must be an authorised officer of the Hirer):

.....

Upon receipt of your signed Event Booking Enquiry Form the QSEC Manager will consider your application and notify you within ten (10) working days of its decision. If your application is accepted the QSEC Manager will advise of the Fee Proposal, which will be determined following consultation with you. If the QSEC Manager fails to notify you within the ten (10) days you should not assume that your application has been accepted but contact the Queensland State Equestrian Centre using the details below.

Please return your completed Event Booking Enquiry Form to QSEC, PO Box 159 Caboolture, QLD 4510. Telephone (07) 54 333 222. Email info@QSEC.com.au

Council would like to keep you informed of upcoming events and changes to QSEC. Please

tick if you would NOT like to receive additional venue related information.

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