

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, &RØFLØ 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 &RØFLØ's 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, &RØFLØ 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):

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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.