



# DUBBO SHOWGROUND

## VENUE HIRE TERMS & CONDITIONS

### **GENERAL CONDITIONS OF HIRE**

#### **ADVERTISING**

Advertising and decoration within the Showground Reserve shall be subject to prior consent of the Showground Manager or his representative.

#### **ALCOHOL**

It is specifically agreed that the right for the provision of alcohol at the Showground is not included in this hiring agreement. Those rights however may be included in the agreement subject to negotiations with the Showground Manager and The Hirer obtaining approval from the relevant licensing authority.

#### **AMENITIES CLEANING**

The cleaning of amenities blocks once in a 24 hour period is included as part of the hire agreement (no charge weekdays - additional fee will be charged as per the revenue policy, per amenity block weekends - includes restocking or at cost if private contractor is engaged). *Any additional cleaning of amenity blocks during this 24-hour period or on weekends will be an additional cost to The Hirer.* The additional cost of cleaning will be charged as per the revenue policy, per amenities block per clean.

#### **ANIMALS**

It is a condition of entry to this Showground that any animal irrespective of size or type must at all times be under the control of the owner/handler. Failure to do so will require that animal to be removed from the Showground. The responsibility of any animal behaviour rests with the owner.

#### **ANIMAL WASTE EXCREMENT**

Animal waste products are to be removed to designated storage areas.

**AT NO TIME ARE ANIMAL WASTE PRODUCTS TO BE PLACED IN GARBAGE BINS or LEFT IN AISLEWAYS.**

#### **BICYCLES**

Bicycle riders must wear an approved safety helmet at all times whilst on the Showground.

#### **BOOKING DEPOSIT & HIRE CHARGES**

A booking deposit of 50% of the estimated hire fee or \$500 (whichever is the less) will be issued upon signing this agreement. The balance within one week of receipt of invoice. Any member wanting early access, extension of stay or additional hire at the Showground shall make such request to the Showground Management Office, and fees relating to this will be added to the final invoice.

### **CAMPING**

In the interest of providing a safe and clean facility for camping, ***livestock will not be permitted at any time in grassed camping areas.*** The asphalt camping area on the southern end of the Showground will be available for campers who elect to tether their animals at their campsites.

### **CANCELLATION**

Cancellation of hire or refusal of any booking is at the discretion of Dubbo Regional Council as Manager of the Dubbo Showground Trust or appointed designate. In the event that the Dubbo Regional Council as Manager of the Dubbo Showground Trust or appointed designate cancels a booking, the deposit will be refunded.

### **CATERER**

The Hirer will nominate the appointed Woolpack Function Centre caterer engaged during the terms of this agreement. The Dubbo Regional Council as Manager of the Dubbo Showground Trust or appointed designate reserves the right to refuse access to the nominated cater should there be compelling grounds to do so.

### **CHILDREN**

Children shall be **supervised at all times** with parents/carers held responsible for their behaviour.

### **COVID-19 RESPONSIBILITIES**

It is the responsibility of the Hirer to adhere to any public health orders and follow the latest advice of the NSW Government regarding COVID-19 restrictions, including, but not limited to, COVID-19 Safety Plan, physical distancing measures, hygiene measures and maximum capacities for your activity and the facility.

### **DAMAGE**

Repairs required caused by damage to Council equipment including plant, stables and fittings etc. shall be at full cost to The Hirer. Damages can occur from tying horses or livestock to fences.

### **DOGS**

Dogs will be permitted on the Showground under conditions:-

- a) Dogs must be leashed at all times.
- b) Owner/handlers must clean up any dog droppings and place such droppings in a plastic bag before disposal.

c) The owner/handler of any dog displaying aggressive behaviour will be asked to muzzle the dog, if any dog continually barks or where complaints of barking dogs have been made, then such owner/handler may be asked to remove the animal from the showground.

### **DRINK/FEEDERS**

In the best interests of disease control, patrons are required to supply their own drink and feed containers for their event – under no circumstances will these be provided by Council.

### **ENVIRONMENT**

Dubbo Regional Council encourages all venue Hirers to minimise the environmental impact of their events and where possible, implement sustainable event management practices.

### **EXCLUSION AREAS**

The Showground Manager or his representative reserves the right to close off any area of the Showground if there is a risk of damage caused by The Hirer. The Manager or his representative will endeavour to re-locate The Hirer to other less affected areas of the Showground. In the event that a suitable area cannot be provided, The Hirer must accept the decision as being final. It is an offence for vehicles or livestock to enter fenced-off areas unless there has been prior approval to do so by the Showground Manager or his representative. Offenders may be asked to leave the grounds if they fail to comply.

### **GLASS**

Glass bottles and glass containers are **not permitted**.

### **KITCHEN**

Council reserves the right to charge a \$300 bond when hiring the kitchen in the Woolpack Function Centre. This deposit must be paid at the Dubbo Regional Council Administration building. The kitchen is to be cleaned by The Hirer at the completion of the event. There is a checklist on display in the kitchen, which states what the cleaning responsibilities are of The Hirer. Once inspected by Showground staff, you will be either refunded the bond or notified that this will be used to engage a commercial cleaner.

### **PAVED AREAS**

No vehicle or camping shall be permitted on areas other than those as designated by the Showground Manager and **AT NO TIME SHALL VEHICLES PARK ON ANY PAVED AREAS.**

### **PERSONAL ITEMS SECURITY**

The Hirer is encouraged to notify their members of the need to take all necessary precautions to secure valuables and vehicles while they are on the Showground. Showground Staff will take all care but no responsibility for the loss or damage of any hirer's/user's property.

## **REFUNDS**

Refund of deposits will be made upon written application received by Council. The refund policy is defined in Part 4 of this agreement. Kitchen deposit refund will be made once inspection of kitchen has been completed and kitchen is of satisfactory standard.

## **REGULATIONS**

The Hirer must comply with all legal requirements relating to the agreed use of the venue, including obtaining all necessary approvals for non-Council employees at the venue, such as working with children checks. The Hirer must report, in a timely manner, any adverse incidents at the venue during the event hire period to Council and any relevant government authority.

## **SECURITY**

Council provides random patrols at the Showground by a licensed security firm on a daily basis. Hirers may request further patrols of the grounds during their event after consultation with the Showground Manager. It is the responsibility of The Hirer to meet the costs of additional security services.

## **SMOKING**

Smoking is **not permitted** in any enclosed structure, or in any area containing straw or sawdust.

## **TRUST MANAGEMENT**

The Dubbo Showground Reserve is under the control of the Dubbo Regional Council as Manager of the Dubbo Showground Trust and at all times to comply with Fire Regulations, Licensing laws, Emergency Evacuation Procedures and conditions of hire, The Hirer shall act under the direction of an Authorised Officer of the Council.

## **USE OF SHOWGROUND EQUIPMENT**

No Showground equipment is to be operated by anyone other than Showground Staff.

## **WHS RISK ASSESSMENT**

This application is conditional to The Hirer producing documentary evidence that a Risk Assessment has been conducted to reflect their own WHS risk management requirements pertaining to the conduct and management of their organisations activities irrespective of the location of such activities. The Hirer shall produce a copy of such Risk Assessment Statement to the showground supervisor prior to commencement of use of the facilities.

## VENUE HIRE AND ASSOCIATED COSTS

All fees and charges are as per Dubbo Regional Council Fees and Charges and a complete list can be found at - [www.dubbo.nsw.gov.au](http://www.dubbo.nsw.gov.au)

Please note the following:

- All charges are inclusive of GST where applicable.
- If there are additional dates, equipment, venues required, the charges will be adjusted accordingly and an **updated Venue Hire Agreement or Event Schedule** will be emailed to the Hirer for signature and return.

### IMPORTANT

- The above rates are as per the current financial year. Should your event fall outside of the current financial year, the above rates **will** change to reflect the adopted fees and charges.

### BOOKING DEPOSIT

A signed copy of this agreement must be returned no later than **14 days from the date of this contract** along with the deposit of \$500 or 10% of the total estimated costs, whichever is greater. If your booking is within 14 days of this agreement, the signed agreement and deposit must be returned within 72 hours.

In an effort to meet the requirements of other venue hirer's, if the signed agreement and initial deposit is not received by the above date, Dubbo Showground reserves the right to allocate the bookings to another hirer.

### CANCELLATION FEE

Cancellation fee will be applicable for any event that is cancelled based on the below periods:

Booking cancelled more than two calendar months prior to event date	No penalty
Booking cancelled more than one calendar month prior to the event date	Cancellation fee of 50% of deposit
Booking cancelled within one calendar month of event date	Cancellation fee of 100% of deposit
Booking cancelled within two weeks of event date	Cancellation fee is 50% of estimated costs as listed on venue hire agreement
Transfer to alternate date	By negotiation with Management

## EVENT PROMOTION

Dubbo Regional Council has an extensive track record in successfully attracting, delivering and supporting events. Our team is ready to provide strategic advice to help shape your event and promotional support to help make your event a great success. Staff of Dubbo Regional Council's Events Unit have earned a solid reputation for providing high quality end-to-end client management and, together with the mix of tactics, can help bring your event to the Dubbo Region.

You can upload your event to the Region's Events Calendar:-

<https://www.dubbo.nsw.gov.au/Community-and-Groups/Events-Hub/promote-your-event>

Contact Council for further information, general assistance or promotional assistance with your event.

The Events Unit

T: 6801 4000

E: [regionalevents@dubbo.nsw.gov.au](mailto:regionalevents@dubbo.nsw.gov.au)

## **EVENT REQUIREMENTS**

Dubbo Showground would like to assist to ensure your event runs smoothly in the lead up to your event, during your event and post event. Below is an outline of requirements and due dates to help you better plan for your event.

To confirm your booking	Sign Venue Hire agreement and pay deposit within 14 days
2-3 months from your event	Prepare and send the following documents: <ul style="list-style-type: none"><li>- Public Liability / Certificate of Currency</li><li>- Risk Management Plan</li><li>- Covid19 Safe Plan (if required)</li><li>- Any other plans required (traffic management plan etc)</li></ul>
8 weeks from your event	Commence discussions with Dubbo Showground regarding requirements for your event
2 weeks from your event	Confirm final Event Schedule (prepared by Dubbo Showground)
Prior to event	Advise any changes to Event Schedule
Post event	Camping numbers to be provided within 3 days of the event  Invoice details will be sent to you for confirmation prior to invoice sent by Dubbo Regional Council  If your event has received funding through Councils Financial Assistance Program, you may be required to provide an acquittal which may include figures and statistics on economic benefits i.e. overnight visitors, number of day-trippers, number of competitors/staff/organisers/participants.

Council reserves the right to cancel a venue hire agreement if the Hirer fails to provide Council with the requirements in reasonable time as outlined above or if the Hirer fails to maintain open and honest communication with Council regarding the proposed event.

## **PUBLIC LIABILITY AND INDEMNITY**

All Hirers are required to have public liability insurance for a minimum cover of \$20 million. The Hirer must name Council as an interested party on the policy/certificate of currency and the insurance must remain current during the period of venue hire. The Hirer agrees to indemnify Dubbo Regional Council, and its employees and agents against any injury, loss or damage in any form sustained by the Hirer or any person, firm or corporation for liability as a consequence of the use of the area hired. Neither Council nor its employees will be liable for any loss or damage sustained by the Hirer or any person, firm or corporation entrusted to or supplying any article or thing to the Hirer by reason of any such article or thing being stolen, damaged or lost.

The Hirer must submit the certificate of currency to Council not less than 8 weeks prior to the event.

