



Venue Hire

Shute Harbour Marine Terminal Function Room
2024/2025

| | |
|-----------------------------------|--|
| Submissions via email only | shuteharbour@whitsundayrc.qld.gov.au |
| Contact Number | (07) 4964 6616 |
| Fees and Charges | As per Fees and Charges Table |
| Booking Confirmation | <p>Submission of an application is not automatic approval of your booking.</p> <p>Upon your booking being approved via email, an invoice will be attached outlining applicable fees and charges.</p> <p>Bookings will be final when the Bond have been paid and a Booking Confirmation Certificate is provided.</p> |

Hire of Venue Conditions

| | |
|-------------------------|---|
| Fees and Charges | <p>Fees and charges are set annually as part of the budget process and are included in Council's Fees and Charges Register. If applicable, new fees will be implemented from the 1st July each year without written notice. Council has set lower fees for Community Organisations reflecting the positive impact that these groups have on this community. Community Organisations include sporting groups or special interest clubs or groups whose profits cannot be distributed to its members.</p> |
|-------------------------|---|

The Whitsunday Regional Council grants the hire of the Venue subject to the following conditions:

| | |
|-------------------------|--|
| Application | <p>The right to use the Venue is subject to the Whitsunday Regional Council receiving an application on the required form signed by the hirer undertaking to comply with these conditions. If the hirer is a club the application must include the personal undertaking by the president and secretary of the club. A booking is not confirmed until an application form has been completed and submitted. No bookings will be taken on Public Holidays unless agreed upon in writing by the Whitsunday Regional Council. Alterations to bookings must be made in writing and confirmed by the Whitsunday Regional Council.</p> |
| Security Bond | <p>A fully-refundable security bond in the sum of \$500.00 shall be paid by the hirer, for major functions or if kitchen, bar, or alcohol is consumed, at the time of booking as a guarantee of fulfilment of these conditions, and as security against breakages or damage to building or any fittings and furniture contained therein, and for any additional cleaning arranged by the Whitsunday Regional Council resulting from the hirer's use of the premises. The hirer shall be liable on demand by the Whitsunday Regional Council to pay any further amount in excess of such bond to meet the full cost of such damage, breakages or cleaning. If there is no breach of the conditions of usage or damage to the building or any fittings and furniture therein or abnormal cleaning the deposit will be returned within four weeks of the event held at the Venue.</p> |
| Fees and Charges | <p>All fees and charges are to be paid a minimum of 72 hours prior to functions being held by non-regular users. All charges where an hourly rate applies shall mean per hour or part thereof. The hire charges relate only to the standard use of the facilities. If any hirer uses high electricity demand devices, then additional charges will apply. Hourly charges shall apply for the duration of the function. Reasonable preparation and clean up time will be permitted at no charge half an hour either side of a function is allowed, at no cost to the hirer, for setting up and clearing away tasks.</p> |
| Access Times | <p>The Venue is available from 7:00am – 5:00pm, 7 days a week for site inspections and to arrange access for the event. Clean up must be done at the end of the event unless other arrangements have been made with the Whitsunday Regional Council and accepted in writing.</p> |

Venue Hire

Shute Harbour Marine Terminal Function Room 2024/2025

| | |
|---|--|
| Use of Venue After Allocated Hours | If the Venue is not vacated by the nominated time, the hirer may forfeit the entire bond. |
| Cancellation of Booking | Any cancellation for the hire of the Venue shall be made at least 14 days prior to the date of the event. If the cancellation occurs within 14 days of the event, the hirer may forfeit the cost of the normal hire charge. |
| Indemnity | The hirer agrees to indemnify, and keep indemnified, and to hold harmless the Whitsunday Regional Council, its servants 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. Hirers that use the Venue more than twelve times in a twelve-month period must obtain Public Liability Insurance. One-off or irregular hirers are required to complete Section 4 - Casual User Liability Insurance Acknowledgement and Declaration |
| Acts and Regulations | <p>The hirer shall conform to the requirements of relevant health and environmental laws, the Local Government Act, any Local Law or Regulation made there under, and shall be liable for any breach of such Acts, Local Law or Regulation. All other statutory rules, provisions and regulations of the Commonwealth of Australia or State of Queensland for the time being in force must be complied with by the user and the notices given to the proper officers.</p> <p>Copies of Council's Local Laws are available via link through Council's website https://www.whitsundayrc.qld.gov.au/economic-development-business-and-planning/business-and-regulations/local-laws</p> <p>Copies of all State Acts and Regulations can be found on http://www.legislation.qld.gov.au/Legislation.htm</p> |
| Obstructions | The hirer shall comply in every respect with legislation, Codes or Australian Standards with regard to public buildings for the prevention of overcrowding and obstruction of gangways, passages, corridors, Fire Exits or of any part of the building. Any person causing an offence against such regulations shall be removed from the building. Copies of Codes or Australian Standards may be purchased through the Standards Australia website www.standards.org.au . |
| Permission to Occupy | The hirer shall only be entitled to the use of the particular part or parts of the building hired on the date set out in the Licence Certificate and the Whitsunday Regional Council reserves the right to permit any other portion of the building to be hired for any other purpose at the same time. The right conferred on the hirer shall be a permission to occupy and shall not be construed as a tenancy. Nothing contained in these conditions shall confer on a regular hirer the right to exclusive possession and the Whitsunday Regional Council may at its discretion allow other individuals and groups to have casual use of the premises. |
| Assignment | Hirers that are granted permission to use the rooms shall not assign the right of use to any other person, organisation or body. |
| Adult Supervision | Hirers under the age of 18 years must have the application form referred to in Section 1 completed by an Adult who will be supervising the function. The person completing the application form and whose signature appears on the same is subject to these terms and conditions. If there is any doubt as to the age of the hirer, identification will need to be provided. This will be further verified by contacting the names listed within this form. The Whitsunday Regional Council reserves the right to refuse hire of the facility where age verification cannot be established. It is the hirer's responsibility to ensure that the conduct of people attending their function is of an appropriate manner. Destruction of property will not be tolerated. |
| Gambling | No game of chance, at which either directly or indirectly money is passed as a prize, shall take place in any part of the premises, with the exception that this clause shall not prevent the hirer using the premises for games of bingo or equivalent, providing relevant permits have been obtained. |



Venue Hire

Shute Harbour Marine Terminal Function Room 2024/2025

| | |
|--|--|
| <p>Security</p> | <p>Hirers are required to check that all lighting, electrical equipment, urns and air conditioning is off, all doors and windows are locked and secure prior to vacating the Venue. Failure to do so may result in hirer being refused access to hall for future events or additional costs being invoiced. Any damage or theft which occurs due to the above checks not being undertaken may result in repair costs being invoiced to the hirer.</p> |
| <p>Determination</p> | <p>If the hirer commits, permits or allows any breach or default in the performance and observance of any of these conditions the Whitsunday Regional Council may terminate the permission to use the premises and the hirer shall immediately vacate the premises and the security deposit shall be forfeited to the Whitsunday Regional Council.</p> |
| <p>Theft</p> | <p>Neither the Whitsunday Regional Council nor its associates 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. The hirer hereby indemnifies the Whitsunday Regional Council against any claim by any such person, firm or corporation in respect of such article or thing.</p> |
| <p>Refusal to Grant Hire</p> | <p>It shall be at the discretion of the Whitsunday Regional Council to refuse to grant the hire of the Venue 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, the Facility Manager shall have the power to cancel such permission and direct the return of the fees and deposit so paid. 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 consequence thereof.</p> |
| <p>Good Order</p> | <p>The hirer shall be responsible for the full observance of these conditions and for the maintenance and preservation of good order in the building throughout the whole duration of the period of use. No spitting, obscene or insulting language or disorderly behaviour or damage to property shall be permitted in any part of the building.</p> |
| <p>Cleaning Requirements</p> | <p>All areas must be left in a clean and tidy state. All equipment, decorations and food etc. must be removed from the Venue immediately following the close of the function. The Whitsunday Regional Council or its associates will not be responsible for equipment, decorations and food etc. left in the building or for organising caterers. All benches in the kitchen and/or bar are to be cleaned and all crockery/cutlery and bar items to be washed and re-stacked in cupboards. If catering staff do not properly clean items, the hirer will be responsible for the payment of extra cleaning time and monies will be withheld from the security amount. All waste including food scraps, to be removed from kitchen and/or bar and deposited in the wheelie bins provided outside. Wheelie bins are not permitted within the Venue. All floors are to be swept and mopped, ensuring all decorations, confetti and debris are removed. Failure to comply with these conditions will result in extra cleaning charges. The Whitsunday Regional Council reserves the right to retain the bond and/or on forward any reasonable cleaning cost that have been incurred relating to the hirer not complying with the cleaning requirements.</p> |
| <p>Damages</p> | <p>The floors, walls, curtains or any other part of the building or any fittings or furniture shall not be broken, pierced by nails or screws or in any other way damaged. Nothing is to be attached to any of the walls in any of the rooms of the complex without prior approval of the Whitsunday Regional Council. The hirer shall accept full financial responsibility for damage to the Whitsunday Regional Council property except for normal wear and tear.</p> |
| <p>Signage</p> | <p>No notice sign, advertisement, scenery, fittings or decorations of any kind shall be erected on the building or attached or affixed to the walls, doors or any other portion of the building, fittings or furniture without prior consent of the Facility Manager.</p> |
| <p>Decorations Stage Fittings</p> | <p>No stage property, decorations, electric lighting, naked lights of any kind or articles of similar nature shall be brought into the building without the consent of the Facility Manager. All such articles and property together with any catering appliances or fittings shall be removed by the hirer at the end of each function.</p> |



Venue Hire

Shute Harbour Marine Terminal Function Room 2024/2025

| | |
|--------------------------------|---|
| Smoking | All rooms are declared non-smoking areas. Smoking is not permitted within five metres of any building entrances. It is the hirer's responsibility to ensure that smoking does not occur within the building as stated above or in contravention of Queensland Government Legislation. |
| Disputes | In the event of any dispute or difference arising as to the interpretation of these conditions, or of any matter or thing contained therein the decision of the Whitsunday Regional Council thereon shall be final and conclusive. |
| Safety | Any electrical items brought into and used in the Venue must have a current electrical safety test tag. Fires or damage caused by untagged equipment being used will result in the hirer being invoiced for repairs and costs associated with said fires or damage. The hirer is required to give patrons/attendants a basic outline of fire exits and evacuation procedures at the commencement of the function. In the event of a fire, Emergency Preparedness and Response Procedure, as supplied to hirers at the time of the Licence Certificate being issued. |
| Late Functions | Evening functions are not permitted to continue past 12:00am of the following morning. Function organisers are requested to ensure that attendees are aware of this condition of the Venue hire. |
| Furniture and Equipment | A full list of equipment and furniture is available upon request. Individual groups are responsible for setting up of furniture. Following the function, all tables must be wiped, all chairs stacked then all furniture packed away in a neat and tidy manner so as to be easily accessible to the next hirer. Furniture in the Venue is for use within the Venue only and will not be hired out under any circumstances. If Whitsunday Regional Council are required to tidy or move furniture after a function, an extra charge will be deducted from the security amount or, if a security amount is not sufficient to cover the cost, invoiced against the hirer. Table and chair trolleys are provided for moving this furniture. These trolleys must not be taken outside the building for any reason, as stones etc. lodged in the tyres damage the polished floor surface. |
| Keys (if necessary) | Keys must be collected during Open Hours for all bookings held outside business hours. Keys are to be returned the following business day. Loss of keys will result in the hirer being responsible for the cost for replacement of same, plus any extra charges reasonably incurred by the Whitsunday Regional Council resulting from such loss |



Venue Hire

Shute Harbour Marine Terminal Function Room
2024/2025

Casual User of Shute Harbour Marine terminal Function Room Liability Insurance & Indemnity Acknowledgement and Declaration

The Whitsunday Regional Council is collecting your personal information to process this request. The information will be only accessed by authorised employees. Some information may be provided to the nominated financial institution for the same purpose. Your information will not be given to any other person or agency unless you have given us permission, or we are required by law. By completing this form, you authorise the Whitsunday Regional Council to process, store and retrieve your personal data for the purpose detailed above.

I, (Full Name)

of, (Address)

acknowledge that the Whitsunday Regional Council (herein referred to as "the Council") has in place a Liability Insurance Cover for Casual Users of the facilities at no cost to the Casual User with a Limit of Indemnity of \$10,000,000.

This is not applicable to external caterers, incorporated bodies, sporting clubs and associations of any kind who are required to hold their own public liability insurance.

I further acknowledge that I have read the following clause which provides an understanding of what constitutes a Casual User for the purpose of this Insurance cover.

Casual User Coverage: - The Liability Insurance policy cover is restricted to Hirers who can be described as non-commercial, not incorporated, not involved in sport, not an association of any kind and irregular users of Council facilities. Casual Hirers are further defined as third parties who hire Council facilities for no more than a total of twelve (12) days over a twelve (12) month period.

I advise that upon reading this and having received independent advice (legal or otherwise) to satisfy my needs, I believe this definition extends to include myself in the circumstances I will be using the Council facility and I will avail myself of the cover.

I understand and acknowledge that the Council is not representing the insurer and/or myself in respect to this insurance and is not in a position to grant or confirm cover in my particular instance other than to confirm that the Liability Insurance policy is current.

I understand that in the event of an incident occurring that could possibly result in a claim under this policy that I must advise the Council as soon as possible thereafter so that guidance can be provided on the appropriate action to take to ensure the Insurer is advised as in accordance with the Policy Conditions.

I also understand that it will be my responsibility to pay the \$2,000 excess and any other reasonable costs that the Council may incur in relation to making a claim against the insurance policy as a result of my hire of the Council facility.

I also agree to indemnify, and keep indemnified, and to hold harmless the Council, its servants 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.

I also understand and acknowledge that if for some reason, I may not be indemnified under this insurance that would be personally liable for any claims arising out of my use of this facility.

Venue:

Date of Hire:

Signed:

Dated:

For the purpose of this acknowledgement "I" is construed to read "I" or "we" and "myself" is construed to read "myself" or "ourselves" to represent one or more persons.

The Council strongly recommends that you seek professional independent advice before deciding to avail yourself of this insurance cover.



Venue Hire

Shute Harbour Marine Terminal Function Room
2024/2025

Fees and Charges & Venue Facilities

Fees and Charges are current until 30 June 2025

| Room Hire | Details | Fee (ex. GST) |
|--------------------------|------------------------------|------------------|
| Half Day - Morning | 4 hours (8am - 12pm) | \$500.00 |
| Half Day - Afternoon | 5 hours (12pm - 5pm) | \$500.00 |
| Full Day | 9 hours (8am - 5pm) | \$1000.00 |
| Evening | 5 hours (5pm - 10pm) | \$750.00 |
| Additional Day Hours | Per Hour (between 8am - 5pm) | \$125.00 |
| Additional Evening Hours | Per Hour (after 5pm) | \$150.00 |

The Shute Harbour Lounge is offered under 'Dry Hire' conditions. This means only the room and tables and chairs. The 3 x 50-inch televisions can be made available for digital display use. Please note that existing furniture must be kept in the room. We have 10 x 8 ft trestles and 20 x black function-style chairs available onsite that you can use.

Disclosure

I, (Full Name) _____ hereby make an application to book out the Venue set out in this form for the day and the times specified in this form undertake to be bound by and comply with the Conditions of Hire in every respect and I further undertake to be responsible for ensuring that all individuals or groups using the Venue in association with this application shall comply with these Conditions. In making this application, I confirm all information provided is true and correct.

I also acknowledge that my Booking is not final until the Bond has been paid and a Booking Confirmation Certificate has been issued.

Venue Hire

Shute Harbour Marine Terminal Function Room 2024/2025

Site Plan

Specifications

- 346m² of air-conditioned function space
- 216m² of outdoor covered terrace
- Room Dimensions -
Height 2.66m, Length 34m, Width 11.5m
- Lounge seating for 120 guests
- Cocktail style formation for 250 guests
- Lift Access

Tables

We have 10 x 8 ft trestles and 20 x black function-style chairs available onsite.

There are also two types of small round coffee-style tables available. One style is 45cm and the other 80cm. We recommend visiting the Venue to inspect the facilities before your event should specific measurements be required.

