



Application to Hire the Rocky Creek WW2 Igloo

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Rocky Creek WW2 Igloo CONDITIONS OF HIRE

The Rocky Creek WW2 Igloo has significant community and military value. The Igloo is heritage listed and subject to guidelines around its restoration, use and maintenance. The Rocky Creek WW2 Igloo was constructed in October 1943 for the Australian Military as the entertainment and social venue for the biggest military hospital in the Southern Hemisphere during WW2. The Rotary Club of Atherton and the Tablelands community have invested over \$1,000,000 in community funds and in-kind donations to restore and preserve this iconic building. Any person seeking to hire the Igloo should recognise the importance of looking after the Igloo to ensure its future is guaranteed.

The Rotary Club of Atherton Inc (RCA) is the Trustee of the Rocky Creek WW2 Igloo (the Igloo) and has granted the hire of the Igloo subject to the following conditions:

1. APPLICATION

The right to use the Igloo is subject to the RCA receiving an application in the required form signed by the proposed Hirer undertaking to comply with these conditions. If the proposed Hirer is an Organisation the application must include the personal undertaking by an authorised person from the organisation.

2. SECURITY BOND

A security bond in accordance with the RCA fees and charges schedule shall be paid by the Hirer at the time of booking as a guarantee of fulfilment of these conditions, and as security against damage to the building or any fittings and furniture contained therein, and for any cleaning arranged by the RCA resulting from the Hirer's use of the premises.

The Hirer shall be liable on demand by the RCA to pay any further amount in excess of such bond to meet the full cost of such damage 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 (10) days of the use of the premises.

To secure the refund of the bond paid, the Hirer will undertake the following works/comply with the following conditions to the satisfaction and approval of RCA/Appointed Manager.

1. Sweep out the buildings and toilets - mop all moisture spots
2. Neatly stack all chairs inside the building and place in designated location
3. Neatly place all tables inside building and place in designated location
4. Bar/Kitchen areas:
 - 4.1. All empty bottles and cartons to be taken to refuse tip
 - 4.2. Fridge to be left in clean condition
 - 4.3. Bar area and table tops to be wiped
 - 4.4. All broken glass to be collected
 - 4.5. All food scraps and other rubbish to be taken away from the building to the refuse tip.
 - 4.6. Hired Equipment must be removed in the given hire time allocation.
5. All toilets to be left in clean condition with all waste bins emptied.
6. All lights to be turned off. Night and emergency lights excepted
7. All doors and windows to be locked
8. All decorations to be taken down and disposed of
9. Do not remove any existing signs, posters and equipment.
10. Stage areas, if used, to be swept and left clean and tidy
11. Drawing pins, nails, staples not to be used in walls, arches or tables
12. All missing stock, breakages or damaged property to be paid for
13. Appropriate permit is obtained for consumption of liquor. Any costs associated with this is to be met by the person or organization hiring the premises
14. RCA is indemnified against all claims and injury to persons or property resulting from use of the facility
15. The Hirer, Organizations, clubs etc., must ensure appropriate public liability insurance cover is in place and provide RCA with a copy of this certification 7 days prior to the event.
16. Tables, chairs and any other Igloo equipment is **NOT** to be removed from the Igloo

3. HIRE FEES

Hire Fees shall be in accordance with the RCAs fees and charges schedule and shall be payable prior to collecting the keys and holding the function.

4. RESERVATION

Reservations must be made for all days the Igloo is required. An example is - if a Igloo is to be hired for a Saturday night and you need Friday to setup and Sunday to clean up, your application will need to be for three days (Friday, Saturday and Sunday).

Due to the risk of disruption to other Hirers as well as insurance and safety considerations, access to the Igloo outside of your reservation time is not permitted.

5. KEYS

It is the responsibility of the Hirer to collect and return the keys to as arranged with the RCA. Access to keys to Igloo will be available once bond and hire fees are paid in full and available in RCA Igloo Hire Account.

Please note: If the Hirer forgets to collect keys at the appointed time there will a cost associated with an after-hours call out. If keys are lost there will be charges for the replacement of these keys of \$100 which includes an administration cost.

6. CLEANLINESS and CONDITION of the Igloo

All due care and responsibility is taken to ensure the cleanliness of the igloo, however be aware that by virtue of its architecture and its heritage values it is not a sealed building, so depending on weather conditions, cleaning of the Igloo prior to an event may be required. This cleaning is at the discretion of the Hirer.

The Hirer is responsible for leaving the premises in a clean and tidy state, and shall immediately remove all rubbish, refuse and waste matter. Any cost incurred by RCA in cleaning the Igloo resulting from the condition in which the Hirer left the premises shall be recoverable from the Hirer.

The concrete floor of the igloo has some slight trip hazards. As Qld State Heritage stipulates that the floor is not to be altered in line with Heritage values, Hirers must be aware of these hazards and make provision to minimize them by strategically placing furniture to prevent access to foot traffic over these places.

7. DAMAGE

1. The floors, walls, arches, doors, curtains, toilet facilities or any other part of the building or any fittings or furniture shall not be broken, water damaged by cleaning, or in any way impacted by the hirer.
2. Hirers shall not pierce structures in the igloo with nails or screws or in any other way damage the building or its fittings with consideration to its heritage values.
3. The Hirer shall accept full financial responsibility for damage to the Igloo that is not normal wear and tear.

8. IGLOO INSPECTION CHECKLIST

The Hirer and the Booking Manager will complete the Igloo Inspection Checklist as documentary evidence that they have conducted Pre-Event and Post-Event inspections. Where there are discrepancies the two parties will consult with each other and resolve the dispute.

9. USE OF FACILITY AFTER ENGAGED TIME

If the Igloo is not vacated by the nominated time, the Hirer shall forfeit the entire bond.

If the Hirers event is at night every consideration must be given by people using and vacating the Igloo, to the residents who live nearby regarding minimising noise and unruly behaviour. If a confirmed complaint is made to police regarding noise, unruly behaviour or other issue, a complaint fee will be applied as per the schedule of fees and charges.

Conduct event in accordance with all Local, State and Federal Laws.

10. CANCELLATION OF BOOKING

In the event of the cancellation of a booking the following fees will apply:

10 days prior to event – 50% of hire fee
Less than 10 days prior to event – 100% of hire fee.
The RCA reserves the right to amend this schedule at any time.

11. INSURANCE

The Hirer shall take out and keep current during the period of hire of the Igloo a liability insurance policy, insuring for a sum of not less than \$20 million dollars, (unless otherwise required depending on the event) the Hirer against all actions, costs, claims, charges, expenses and damages whatsoever which may be brought or made or claimed against the RCA or the Hirer arising out of or in relation to the hiring arrangement.

Proof of this policy must be by way of a Certificate of Currency, annexed to this agreement forming part of the agreement. The certificate of currency must include The Rotary Club of Atherton as an interested party.

12. INDEMNITY

The Hirer indemnifies the RCA and its officers, members and designated officers and will keep all of them indemnified, against all actions, claims, charges, costs (including legal costs on a full indemnity basis), expenses, losses, damages and other liability that they may sustain or incur, directly or indirectly, as a result or a consequence of:

1. a breach by the Hirer of this agreement; or
2. any accidental, negligent, unlawful, willful or fraudulent act or omission of the Hirer or its officers, agents, employees or contractors in connection with this agreement.

The extent of this indemnity is reduced to the extent that such liability is caused by any accidental, negligent, unlawful, wilful or fraudulent act or omission of the RCA or its officers, members or designated officers.

13. ACTS AND REGULATIONS

The Hirer shall conform to the requirements of the *Health Act, Local Government Act*, any Local Law or Regulation made thereunder, 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.

Tablelands Regional Council(TRC) has clear guidelines for the provision of public events and if an event held at the Igloo falls under this category and all TRC paperwork and guidelines must be adhered to and a copy submitted to the RCA prior to the event.

14. 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 passages, corridors, or of any part of the building. Any person causing an offence against such regulations shall be removed from the building and T & C Clause 25 Determination may be applied.

15. PERMISSION TO OCCUPY

1. The Hirer shall only be entitled to the use of the Igloo hired on the date set out in the Schedule to the application.
2. 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 RCA may at its discretion allow other individuals and groups to access the Igloo as necessary.

16. ASSIGNMENT

Hirers that are granted permission to use the Igloo shall not assign the right of use to any person, organisation or body. Subletting of the Igloo is not permitted and is in breach of these terms and conditions.

19. ADULT SUPERVISION

Hirers under the age of 21 years must have the application form referred to in Clause 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.

20. ELECTRICAL EQUIPMENT

The Hirer shall not use any electrical equipment in the Igloo that overloads the cable switchboards or sub-boards through which electricity is conveyed to or through the Igloo. The Booking Manager will designate the appropriate use of power in the facility. All electrical appliances or equipment brought in by the Hirer must be tested and tagged by a qualified person.

21. TOILETS

The Hirer will be responsible for the provision of toilets if the toilets provided are out of commission. The Igloo has an ablutions block with 4 female toilets, 1 disabled/unisex toilet, a urinal and 2 male toilets. All amenities must be supplied by the Hirer i.e. soap, hand towels and toilet paper unless otherwise specified in the agreement.

22. IGLOO SEATING ARRANGEMENTS AND SEATING CAPACITY

The Hirer takes full responsibility for the setup of the Igloo for their event.

The maximum capacity for the Igloo is:

1. Seated events - 300
2. Seated events with tables – 250
3. Standing events – 350

These guidelines must be adhered to comply with WH & S requirements.

23. 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 Igloo, with the exception that this clause shall not prevent the Hirer using the Igloo for games of Bingo or equivalent, providing relevant permits have been obtained.

24. POLICE

The Hirer shall, when so directed by RCA or as required by the TRC public event guidelines arrange for security attendance.

25. DETERMINATION

If the Hirer commits, permits or allows any breach or default in the performance and observance of any of these conditions, the RCA 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 RCA.

26. THEFT

Neither the RCA members or designated officers 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 RCA against any claim by any such person, firm or corporation in respect of such article or thing.

27. REFUSAL TO GRANT HIRE

It shall be at the discretion of the RCA to refuse to grant the hire of the Igloo 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, RCA shall have the power to cancel such permission and direct the return of the fees and deposits 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.

28. GOOD ORDER

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 behavior shall be permitted in any part of the building

30. SIGNAGE AND DECORATIONS STAGE FITTINGS AND APPLIANCES

No stage property, decorations, electric lighting, fireworks and naked lights of any kind or articles of similar nature shall be brought into the Igloo without the consent of RCA. Specifically Candles, lamps and items that burn flammable liquids cannot be used under any circumstances.

The Hirer must ensure than any stage equipment, furniture, decorations, electric lighting, or articles of similar nature that are brought into the building shall cause no damage to the Igloo.

All such articles and property together with any catering appliances or fittings shall be removed by the Hirer at the end of the function.

Gas appliances must not be used inside or within 5m of the Igloo.
There is to be no cooking using oil, fat or any kind of grease inside the igloo including BBQs or frypans.

32. SMOKING

Smoking (including electronic cigarettes) is not permitted in the Igloo at any time or within 5 metres of the entrances. Cleaning charges will apply if grounds of the Igloo have smoking related litter present post an event. The nature of the igloo grounds can, depending on weather conditions present real fire hazards and should be taken into account in Risk Assessment if Hirers are making provision for smokers outside of the venue.

33. LIQUOR

The Hirer will ensure that the RCA has been informed in advance if alcohol is going to be consumed at the Igloo. The Hirer is responsible for the obtaining appropriate approvals and shall produce to the RCA prior to the date required any licenses, permits or consents issued by the Liquor Licensing Division or any other Government Agency in respect of the event for the which the event is being hired.

Please refer to <https://secure.olgr.qld.gov.au/forms/clp> for further information.

34. FREE ACCESS by RCA Appointed Representative

Any officer of the RCA whom the RCA may appoint shall, at all times be entitled to free access to any and every part of the building.

35. 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 RCA thereon shall be final and conclusive.

36. PERFORMING RIGHTS/ USE OF PHOTOS TO PROMOTE THE IGLOO

In the case of a dramatic or other performance or concert, the Hirer shall not produce, or permit to be produced or performed, any dramatic or musical work in infringement of the copyright or performing right of any owner of such right or rights, and the Hirer agrees to indemnify the RCA against any claim for breach of copyright or any other action herewith.

37. FIRST AID KIT

RCA does not equip the Igloo with a first aid. The Hirer is responsible for providing their own first aid equipment and supplies.

38. EMERGENCY AND FIRE SAFETY

An Evacuation Plan/Procedure is provided with this information kit. If you do not have, or were not given a copy of the Evacuation Plan/Procedure, it is incumbent on the Hirer to request this document from the RCA.

Additionally, the following points shall apply at the hired facility location, and are the responsibility of the Hirer to familiarise themselves with:

- The Igloo layout and location of any emergency exits and general exits;
- The location and use of any firefighting equipment;
- The emergency assembly area where this is identified at the Igloo;
- The Hirer must appoint themselves or a delegate who will act as the Emergency Evacuation Coordinator in the event of an emergency.

39. AFTER HOURS CALL OUT FEE

In the event an after-hours calls out is required, the Hirer is required to pay the call out fee as outlines in the Fees and Charges schedule established by RCA. A call out fee will apply in the event that keys are not collected prior to event as outlined at time of booking.

Rocky Creek WW2 Igloo Application to Hire



Submission of this application DOES NOT constitute approval for Igloo usage. Applications must be submitted a minimum of 3 weeks prior to nominated date to be considered.

Privacy notice: The Rotary Club of Atherton is collecting your personal information. This information will only be accessed by the Directors of The Rotary Club of Atherton or a designated officer. Your personal information will not be given to any other person or agency unless you have given us permission or we are required by law.

Organisation Name:			
First Name:		Surname:	
Address:			
Street Address:			
		City/Town:	State:
		Postcode:	
Phone Number Home:		Mobile:	
Email Address:			
Hire Date/s and Times: <i>include set up, pack down and cleaning</i>			
From (dd/mm/year):		AM (up to 12 noon) / PM	
To (dd/mm/year):		AM (up to 12 noon)/ PM	
Hire Overview: <i>(please tick the appropriate response for your hire requirements)</i>			
Type of Function:			
Private <input type="checkbox"/> Commercial <input type="checkbox"/> Community <input type="checkbox"/>			
Provide a brief description of function <i>eg wedding:</i>			
Will the event have a cover charge/sale of a good or service <i>(eg admission fee, cent sale, exhibition):</i>			
Yes <input type="checkbox"/> No <input type="checkbox"/>			
Anticipated number of guests:			
Will the kitchen/bar/ fridges area be used? <i>(Additional charges will apply)</i>			
Yes <input type="checkbox"/> No <input type="checkbox"/>			
Will you be serving a meal?			
Yes * No *			
Will Alcohol be served?			
Yes * No *			
Any requests or preferences?			

Rocky Creek WW2 Igloo Schedule of Fees and Charges



Declaration:

In applying for the hire of the Igloo set out in the schedule of this application for the day and the times specified in the schedule. I acknowledge that I have read the Terms and Conditions of Hire of the Rocky Creek WW2 Igloo. I agree to be bound by and comply with these terms and conditions in every respect. I further agree to be responsible for ensuring that all individuals and groups using the Igloo in association with this application shall comply with these conditions. I have inspected the Igloo and acknowledge they will be suitable for the intended use.

I have read, understood and agree to the Terms and Condition of hire.

Signature of Hirer:

Printed Name:

Please attached copy of Certificate of Currency for Public Liability Insurance.

Verification of Identity is required ie Drivers Licence, passport or proof of age. This document must be valid and clearly show your full name, date of birth, signature and photograph. This must be submitted with this application and sited by an authorised and/or designated person from The Rotary Club of Atherton.

This schedule is subject to change and The Rotary Club of Atherton reserves the right to apply these fees and charges in line with the Terms and Conditions of Hire of the Rocky Creek WW2 Igloo.

Note: All fees include GST, transactions via CC/Eftpos will incur a 1.95% surcharge on hire charges.

BOND			
Description	Fee	Per	Notes
Base Bond – applicable for all bookings	\$2000	Booking	
HIRE CHARGES			
Hire options			
Wedding – 1day hire	\$500		
Extra days before and after	\$250		
Kitchen Hire including fridges, hot water for duration of hire	\$200 per day		

Hire of Tables and Chairs (up to 160)	\$5 per table \$2 per chair 160 chairs =\$320 16 tables = \$80		
Noise Complaint fee	\$150.00	Applied if noise complaint is made to police	This will come out of bond.
Special Event Deal 2 days set up, Main event day, 1 day clean up, use of kitchen, all tables and chairs. Bond must be paid as per Hire Terms and Conditions	\$1500		
Other Charges as Applicable			
Call out Fee – applied Day and Night	\$ 100	Day and Night	
Lost Keys	\$ 100	As applicable	
Cancellation of Booking Charges			
<p>In the event of the cancellation of a booking the following fees will apply: 10 days prior to event – 50% of hire fee Less than 7 days prior to event – 100% of hire fee. The RCA reserves the right to amend this schedule at any time.</p>			



**Rocky Creek WW2 Igloo
Igloo Inspection Checklist
(To be Completed Pre and Post Event)**



This condition report is to be completed by the Hirer and RCA booking Manager or delegated officer prior to and post the event. Ensure that any noted building damage or facilities not working. Items not included in this report may be subject to repair and costs incurred will be taken from the Bond.

Pre Event check			Post Event Check	
Checklist of Building Areas	Checked (tick) Date By: RCA: _____ HIRER: _____	Comments or concerns noted	Checked Date By: RCA: _____ HIRER: _____ _____	Comments or concerns noted
Toilets				
clean and in appropriate condition ie working				
Lighting				
Stage				
Toilets				
Main hall				
External lights				
Kitchen Area				
Fridges clean and in working order				
Sink area clean, plug and hot water working				
Benches clear and in good order				
Doors and exits				
Doors are in working order				

Fire safety equipment in place and in good order				
Hazards identified due to age and condition of building. Eg trip hazards				
Evacuation plan noted by Hirer.				
Outside areas				
Grounds condition tidy and free of litter				