

# Form 402 – Application for Community Donation and Support



**CARPENTARIA SHIRE**  
*Outback by the Sea®*

**Postal Address**  
 PO Box 31  
 Normanton QLD 4890

**Community Services**  
 Ph: 07 4745 2200  
 Fax: 07 4745 1340

**Internet**  
[www.carpentaria.qld.gov.au](http://www.carpentaria.qld.gov.au)  
[council@carpentaria.qld.gov.au](mailto:council@carpentaria.qld.gov.au)

<b>Section A – Applicant Details</b>	
Name/Business Name:	
Surname:	
Residential Address:	
Suburb:	
Postcode:	
Postal Address: <input type="checkbox"/> As Above	
Town/Suburb:	Postcode:
State:	
Home/Work Phone:	
Mobile Phone:	
Email:	
<b>Section B – Event Details</b>	
Name of Event:	
Location of Event:	
Date/s of Event:	
Details of Event:	

Operating Times of Event (e.g. 5pm – 10pm):
With the event provide a direct benefit to the community?
<input type="checkbox"/> Yes
<input type="checkbox"/> No
If yes, please give details:
<b>Section C – Support Requested</b>
Please provide details of support requested from Council in the section below. Complete only those sections that apply to your application.
Cash Donation Amount (complete only if you are requesting a cash contribution):
\$
In Kind Support:
<input type="checkbox"/> Tables and Chairs - Community Trailer with Fee Waiver (please advise if you require more than 20 tables and/or 100 chairs) <b>Complete Section D</b>
<input type="checkbox"/> Facility Hire with Fee Waiver <b>Complete Section E</b>
<input type="checkbox"/> Provisions of Bins <b>Complete Section F</b>
<input type="checkbox"/> Temporary Road Closure <b>Complete Section G</b>
<input type="checkbox"/> Other Support <b>Complete Section H</b>
<b>Section D – Tables and Chairs – Community Trailer with Fee Waiver</b>
Number of Additional Tables Required (Max 29):
Number of Additional Chairs Required (Max 170):

Advise Pick up Date/Time of Community Trailer:

Advise Return Date/Time of Community Trailer:

I (the Applicant) acknowledge that the use of the community trailer along with the tables & chairs it contains may pose danger by:

- the serviceability and condition of the trailer and tables and chairs;
- the risk of physical injury involved with the use of the trailer and tables and chairs;
- operations being conducted;
- the actions, intentional or carelessness of persons using the trailer and tables and chairs, including persons not authorised; and
- weather conditions (e.g. lightning or strong winds).

**Supervision for Use of Community Trailer and the Tables & Chairs it Contains**

Further, I acknowledge that:

- Adults must ensure their own safety while using or being near the trailer and tables and chairs.
- The supervision of children and others unable to properly ensure their own safety remains **AT ALL TIMES** the responsibility of their **PARENTS OR GUARDIANS** and **NOT** the responsibility of Carpentaria Shire Council ("Council"), irrespective of whether Council provides an instructor or any other form of monitoring or supervision.

**Section E – Facility Hire with Fee Waiver**

- Facility:
- Normanton Shire Hall
  - Normanton Shire Hall Meeting Room
  - Normanton Show Grounds
  - Boardroom - Normanton
  - Karumba Civic Centre
  - Other – Please specify below:

Start Date:

Finish Date:

Will alcohol be consumed at the facility?

- Yes
- No

*If yes, the hirer consents to Council notifying Queensland Police of the event in the interest of public safety.*

**Section F – Provision of Bins**

Number of Bins Required:

Delivery Time and Date:

Pick Up Time and Date:

Location:

**Section G – Temporary Road Closure**

Do you require Council to deliver and pick up the signs?

- Yes
- No

Delivery Time and Date:

Pick Up Time and Date:

Location:

**Section H – Other Support**

Details of Other Support:

### Section I – Authorisation

Name of Applicant:

Date:

Signature of Applicant:

### Section J – Office Use Only

Approved by Delegated Officer:

Yes

No

Signature:

Applicant Advised

Internal Advice Given

Entered in CDAS Spreadsheet

Job Number:

### Section K – Indemnity

The applicant indemnifies Carpentaria Shire Council (the Council) from and against any claim, demand, action, suit or proceedings that may be made or brought by any person, company or body corporate against the Council, the Council's Chief Executive Officer or any servants or agents of the Council in respect of personal injuries to, or death of, any person or loss or damage to any property arising out of, or as a consequence of access approval to the Council controlled area for any purpose; or the use of any Council facility; and also from any costs or expenses that may be incurred with any claim, demand, action, suit or proceeding. The Applicant HEREBY RELEASES AND DISCHARGES the Council, the Council's Chief Executive Officer, and the servants and agents of the Council from any such claim, demand, action, suit or proceedings which, but for this provision, might be brought against or made upon the Council, the Council's Chief Executive Officer, and the servants and agents of the Council, AND this indemnity may be pleaded in bar to any such claim, demand, action, suit or proceeding which may be brought against the Council, the Council's Chief Executive Officer, and the servants and agents of the Council.

I, the Applicant, declare that the information supplied by is true and correct at the time of lodgment of this application with Council. Should any of the details given relating to this application change in the future I shall notify Council in writing prior to the change being implemented. I have read the applicable terms and conditions and agree to abide by these. I further acknowledge and agree that Council at no time makes any claim statement or inference to the suitability or otherwise of the proposed facility or land for our use or intended use. At all times I will, prior to the use of the facility, inspect and establish the suitability or otherwise of the council facility including the approaches to the council controlled area to ensure the proposed activity can be carried out safely.

Collection Notice: Carpentaria Shire Council is collecting your personal information for the purpose of assessing your application to conduct a permitted business in a public place.

The collection of this information is authorised under the Local Government Act 2009.

Your information will not be given to any other person or agency unless you have given us permission or we are required by law.

### Section L – All Approvals Subject to Following Conditions

- 1) The approval holder must maintain a public liability insurance policy to the value of \$20,000,000 together with an indemnity in the local government's favour executed by the applicant; and
  - a) Evidence of the currency of the public liability insurance policy must be submitted to the local government prior to carrying out the activity; and
  - b) The Chief Executive Officer may decide to approve certain events under Council's public liability policy where the event is in the public interest.
- 2) The approval holder must indemnify and keep indemnified the local government against claims for personal injury (including death) and damage to property (including economic loss) arising by, through or in connection with the approval; and
- 3) If the approval holder or their employee or their agent damages the road, or any public infrastructure within the road or on a local government controlled area, it must
  - a) Take immediate steps to make the area safe and maintain the area in a safe condition until all necessary repairs are effected; and
  - b) Report all damage to the local government; and
  - c) Provide payment to the local government to have all damage rectified or with the local government's prior approval carry out repairs at its own expense to the satisfaction of the local government; and
- 4) If the approval holder abandons the temporary business site or the approval is cancelled, the approval holder must take immediate steps to reinstate the site to a condition which satisfies the local government; and
- 5) The approval holder must keep the temporary business site in a clean and tidy condition and must comply with notices from the local government to clean the site within the time specified within the notice; and
- 6) All goods, equipment, materials and rubbish must be removed from the temporary business site each day at the end of the approved time; and

- 7) Amplified music is not permitted. Any noise associated with the operation of the operator's temporary business site that, in an Authorised Officer's opinion is a nuisance, is not permitted; and
- 8) Approved signage for the temporary business site must be contained wholly within the approved area, and the placement of signage must not obstruct pedestrians or other traffic. Signage is limited to one (1)
- 9) A-frame sign or similar and the area of the sign must not exceed 1.2m<sup>2</sup>; and
- 10) The approval holder must comply with the operating days, hours and dates of operation, and location of the temporary business site specified on the approval; and
- 11) Council reserves the right to prevent access to Local Government Controlled Areas and Roads without notice for any reasonable reason. Compensation is not payable to any permit holder that may suffer loss as a result of such action by Council; and
- 12) The approval holder must comply with any other conditions that the local government considers necessary.

### **Section M – Conditions of Hire – Tables and Chairs – Community Trailer**

- 1) The bond shall be paid by the Hirer five (5) working days prior to the date of use of the Tables & Chairs. Carpentaria Shire Council ("Council") reserves the right to hire the tables
- 2) & chairs to other interested parties should this Bond not be received.
- 3) Hire fees shall be paid in full, two (2) working days prior to the date of hire of the tables & chairs.
- 4) Hirers found misusing tables & chairs shall be charged for cleaning and for any damage incurred. Therefore this may jeopardise the future use of Council's equipment and facilities by the Hirer or their organisation. The property must only be used for the purposes described on this Application Form.
- 5) Council will ensure the tables & chairs are in a clean and tidy state prior to the commencement of hire.
- 6) The tables & chairs shall be left by the Hirer in a clean and tidy state. This includes:
- 7) Wiping down each individual table and chair to ensure it is clean.
- 8) Neatly stacking tables & chairs awaiting pick up by Council or on return to designated area.

- 9) All tables & chairs are to be maintained by Council to ensure that they are in a safe and working condition.
- 10) A Council officer will complete a checklist relating to the condition of the tables & chairs once they have been returned. A copy of this report will be available from Council's Head Office. This report will be used to determine whether or not the security deposit will be refunded.
- 11) The Hirer will be responsible for any damage to the tables & chairs during the period of hire and agrees to bear the full cost of reinstatement of such damage or loss.
- 12) Council is entitled to deduct from the security deposit the costs associated with repairing and/or replacing any breakages, or damage to, the tables & chairs
- 13) The Hirer must obtain and maintain in force the following insurances:
- 14) Public liability insurance covering legal liability to pay for personal injury, property damage and any other liability arising out of or in any way connected with the Hirer's use or occupation of Council's tables and chairs; and
- 15) Property damage insurance covering all property for which the Hirer is responsible (including all Plant and Equipment where applicable) for its full replacement value; with a limit of liability of not less than \$10,000,000.00 on a per occurrence basis.
- 16) Each insurance policy must bear an endorsement noting Council as an interested party on each and any policy of insurance obtained by the Hirer. The endorsement of a Certificate of Currency will not comply with this requirement.
- 17) All insurance arranged by the Hirer must be effected with a reputable insurer on terms approved by Council, such approval not to be unreasonably withheld.
- 18) The Hirer must, upon written request, provide Council with copies of any policy of insurance and evidence of its currency within 14 days of receipt of such request.
- 19) The Hirer is responsible for the cost of obtaining insurance, including the payment of any deductible or excess amount, with no contribution from Council.
- 20) The Hirer is responsible for bringing to the attention of all who use the table and chairs of the Conditions of Hire.

### **Section N – Catered Event Conditions**

- 1) The provisions of the Food Hygiene Regulations, with particular reference to the Public Health requirements relating to the preparation and storage of food for sale,

are to be conformed with.

- 2) The name and address of any proposed caterers are to be supplied to Council's Environmental Health Officer prior to the event being conducted.
- 3) Caterers are to provide Council's Environmental Health Officers with a completed "Temporary Food Stall" application prior to the event.

A copy of a Liquor Licence relevant for the event is to be provided to Council before the event occurs.