

Terms and Conditions of use – Community Banner Poles

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Public Health and Permits

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Terms and Conditions of Use

1. Applicants must complete an “Application to Install a Community Banner” and return the form to Council for consideration.
2. By completing and submitting the Council prescribed hire form, each applicant agrees to be bound by the following terms and conditions of hire.
3. The applicant voluntarily undertakes any risks associated with installing and using the Community Banner Poles and releases Council, Councillors, employees, agents and officers of the Council from any and all liability for damage, loss or injury, however caused, that the applicant may suffer as a result of or arising from breach of these terms and conditions and the installation and use of the Community Banner Poles.
4. The applicant acknowledges and agrees that the Council, Councillors, employees, agents and officers of the Council may plead this waiver and indemnity as a bar to any proceedings they may commence against all or any of them.
5. The applicant agrees to indemnify and keep indemnified the Council, Councillors, employees, agents and officers of the Council against any liability, claim, demand, cost or damage they may incur as a result of or arising from, whether directly or indirectly, breach of these terms and conditions and use and installation of the banner.
6. Community Banner Poles can generally only be used by Community Organisations for the purpose of promoting Community Events and Sporting Activities within the City of Moreton Bay local government area. However, Council may at its discretion hire Community Banner Poles to applicants who do not conform to these criteria. The Public Health and Permits Manager in consultation with the Divisional Councillor is to undertake an assessment giving consideration to the proximity of the event to the Region and whether it has significant benefit to the residents of the Region.
7. Council events and advertising have priority over other applicants.
8. Signature events, managed by City of Moreton Bay, that draw participation from wider than the Region may have access to unlimited Sites for up to six weeks prior to an event.
9. Applicants must provide their own banner, which must, in Council’s opinion, consists of good quality materials and be sign written with appropriate wording relating to the event.
10. Banners must have either ropes stitched in or eyelets stitched into the corners of the banner.
11. Council may accept, deny or cancel the use of the Site for any applicant at its discretion.
12. Banners may be installed for either a one (1) or two (2) week period directly prior to the event date. Banners cannot be installed for a period longer than two weeks.
13. Applicants may book up to a maximum of five (5) Sites per event at any one time.
14. Events such as monthly markets may only advertise at one (1) Site for one (1) week per month and approval is at Council’s discretion.
15. Bookings are from Monday to Sunday. Banners are to be removed on the last day of the booking (by Sunday).
16. The Chief Executive Officer is authorised to vary the time limitations for use of the Community Banner Poles subject to consultation with the Mayor and Divisional Councillor.
17. Should the banner Site no longer be required, the applicant must notify Council in writing of the cancellation at the earliest possible opportunity, and a minimum of seven days prior to the commencement date of the booking.
18. Any banner damaged or not complying with any of these terms and conditions may be removed by Council, with any associated costs paid by the organisation.

19. The applicant may not install any advertising or promotional material at Community Banner Poles without the prior written consent of Council.
20. Sponsorship on banners is restricted to a maximum of two (2) major sponsor's logos which do not exceed 25% of the total banner. Logos must be positioned either along the bottom or right hand side of the banner. Any requests for additional sponsorship must be accompanied by a written sponsorship agreement or approved funding application and are at the discretion of the Public Health and Permits Manager.
21. Applicants must not move or remove other banners.
22. Banners may only be installed on Council provided Community Banner Poles. Banners are not to be installed on surrounding poles and/or trees.
23. Council may vary these terms and conditions of hire at any time at its absolute discretion.

Installation of banners

24. Banners must be secured to the banner poles in the appropriate position, so as to allow other users to place banners at the same Site. Where Community Banner Poles have position markings, banners must be attached within these markings.
25. All banners must be correctly tagged with the organisation's contact details.
26. Attaching ropes to be either nylon of 8-10mm in diameter or stainless steel wire ropes attached to the eyelets.
27. Banners must not exceed the maximum size for the selected location.

Interpretation

Council means City of Moreton Bay and where the context permits, includes its employees and agents.

Region is the local government area of City of Moreton Bay.

Community Banner Poles are the banner pole facilities provided by Council and which are listed on Council's website.

Sites are the community banner pole Sites provided by Council.

Community Organisation is an entity that carries on activities for the benefit of the community and its members, and whose primary objective is not directed at making a profit.

Community Event is an event being held in the Moreton Bay Region that has benefit to a Community Organisation and local residents.

Sporting Activity is an activity relating to sport and recreation held within the Region such as sign on days, end of season events and fund raisers, but excludes regular sporting fixtures.