

Hire of Council Owned Parks, Gardens, Reserves and Open Spaces Application

A minimum of two weeks' notice prior to the event is required for the application to be processed.

Details of Park, Garden, Reserve or Open Space

Name of Park Garden, Reserve or Open Space _____
Name of Town _____ **Location** _____

Details of Hirer

Company _____ **ABN or ACN** _____ *If Applicable*
Contact Person _____
Postal Address _____
Telephone _____ **Mobile** _____
Hirer is 18 Years Old or Over Yes _____ No _____

Times and Dates for Intended Use

***Date/s** From _____ To _____
***Time/s** From _____ To _____
**Dates and times are to include preparation and pack up time.*

Intended Use of Park, Garden, Reserve or Open Space

Intended Use _____ *Brief Description*

Special Requirements

E.G Power Supply and Type, Extra Rubbish Bins

Document Name	Version Number	Date of Issue	Review Date
CORP – Hire of Council Owned Parks Gardens Reserves and Open Spaces Application	1.0.0	20 May 2015	As Required

Conditions of Hire

The "Conditions of Hire" attached to this Application apply to this application and to any booking made upon acceptance of this Application.

Confirmation of Booking

The Council reserves the right to accept or refuse any or all applications for hire.

Applications will be confirmed or rejected by the Council within seven (7) business days of receipt of such Application.

A key to the venue, if required, will be provided for use of the venue.

Insurance Details

It is a requirement of Council that public liability insurance for the event be in place prior to hiring Council's facility. If you are a "Casual Hirer" and are hiring a Council owned facility for a one-off event cover may be provided by Council. This cover is limited and must be confirmed prior to the event proceeding.

The definition of a "Casual Hirer" is any person or group of persons (not being a sporting body, club, association, corporation or incorporated body), who hires a Council facility for non-commercial or non-profit making purposes, less frequently than once per calendar month or twelve times per calendar year.

Hirers of Council facilities that do not fall under the definition of a Casual Hirer must provide Public Liability Insurance for the hire of Councils facilities and a Certificate of Currency must be attached to this application.

Please tick where relevant:

I wish to apply for cover under the definition of a "Casual Hirer"

I do not fall under the definition of a "Casual Hirer" and have attached a copy of Certificate of Currency for Public Liability Insurance.

Organisers of certain events that take place within community facilities are required to undertake a risk assessment prior to approval being granted. If you are holding an event or undertaking activities other than for a private function or a small meeting/presentation then a risk assessment will be required and shall be submitted with this application.

Risk Assessment attached.

A Risk Assessment Form and example is available separately from Council.

Undertaking and Acknowledgement

Please Complete the Following

I/We _____ **am/are**
authorised to make this application and undertake to ensure that the Applicant/Hirer complies with its/his/her obligations under the "Conditions of Hire".

I/We confirm the truth and accuracy of all details provided in this application.

I/We further acknowledge that the Council shall be entitled to recover such charges from the Applicant/Hirer in accordance with the conditions.

I/We acknowledge receipt of the "Conditions of Hire" and agree to the terms stated therein.

Signature/s _____

Date _____

Office Use Only

Application Uploaded into _____
InfoXpert *Document ID*

Associated with Certificate of _____
Currency *Yes/No*

Signed _____ Dated _____

Office _____

Conditions of Hire

These are the conditions on which Greater Hume Shire Council hires the Venue to the Hirer.

1. Definitions

In this Agreement unless specified to the contrary:

Application	means the Application for Hire completed by the Hirer to secure the Booking.
Booking	means the booking of the Facility by the Hirer for the hire period.
Council	means the Greater Hume Shire Council.
Hire Fee	means the fee quoted to the Hirer for the hire period.
Hire Period	means the times and dates as specified in the Application as the required hire period, as may be amended by the Council/Committee
Hirer	means the person or entity that hired the venue for the hire period.
Venue	has the same meaning as given in the Application (includes pavilion and/or ground).

2. Conditions

- 2.1 A signed Application is conclusive evidence that the Hirer accepts these "Conditions of Hire".
- 2.2 For the duration of the hire period, the venue/venues will be under your physical and legal control. It is the responsibility of you, the hirer, to inspect and approve the booked venue/venues as being safe to use for your activity. If you consider it/them unsafe, don't use it/them and notify Council or the Committee of the problem. If you use the venue/venues it will be deemed to be an acknowledgment that the venue/venues is/are fit and proper for your intended use and accept that all liability associated with the use of the venue/venues shall rest with you.
- 2.3 The Council reserves the right to accept or refuse the Application.
- 2.4 The Hirer must be 18 years of age or over. Proof of age can be requested.
- 2.5 An inspection must be undertaken by the Hirer and a Council prior to and following use of the venue/venues to ensure it is handed over and left in a satisfactory condition.
- 2.6 Keys MUST be returned to the Council as requested by the Council. Late return of the keys will result in a charge of \$20.00.
- 2.7 The Council may cancel the booking (without notice) in the event of an emergency or if deemed necessary.
- 2.8 The Council will not be liable for any loss or damage suffered as a consequence of exercising its right to cancel the booking.
- 2.9 Proof of notification to local police in writing of any intention to consume, provide and/or sell alcohol prior to use of the facility.

- 2.10 If alcohol is intended to be sold at the venue the Hirer must provide a copy of the appropriate permit from the Liquor Control Commission at least 7 days prior to using the venue. Copies of Responsible Service of Alcohol Certificate for all persons serving alcohol, to be provided 7 days prior to event.
- 2.11 The Hirer must ensure that no alcohol is consumed by persons under the age of 18 at the venue, under any circumstances. The Council may prohibit alcohol being brought into the venue, distributed or consumed at the facility at the discretion of the Council.
- 2.12 The venue must be returned to its original state following the function.
- 2.13 The Hirer is liable for any costs, loss or damage suffered as a result of damage caused to the state of repair or condition of the venue during the hire period.
- 2.14 Where hire of the facility incorporates a child related role as defined Under Part 2, Section 6 of the Child Protection Working With Children) Act 2012, the hirer is responsible to obtain Working with Children Checks for applicable staff and volunteers as per the guidelines outlined on the NSW government, Office of the Children's Guardian, website www.kids.nsw.gov.au

3. Insurance

- 3.1 The Hirer must not do anything that may or does render void or voidable any insurance policy in relation to the facility.
- 3.2 The Hirer must provide Council with evidence of insurance for public liability in respect of the use and occupation of the facility for twenty million dollars (\$20m) for any single event, noting Council as an interested party.
- 3.3 The Hirer is responsible for workers compensation or similar for all insurance coverage on goods and services brought to, sold, displayed or provided at the venue.
- 3.4 All accidents/incidents need to be reported to Council within 24 hours of the occurrence.

Facility Checklist

Location: _____

Hirer Of Venue: _____

Date Of Use: _____

Complete Below

to indicate satisfactory condition to indicate unsatisfactory condition

Area	Before Hire	After Hire	Comments
Overall cleanliness			
Toilets			
Rubbish emptied and removed			

After Hire Comments *To be Completed by Council Staff*

Hirer Print Name _____

Before Hire *Signature* _____ After Hire *Signature* _____

Council Print Name _____

Before Hire *Signature* _____ After Hire *Signature* _____