# CASUAL HIRE APPLICATION:

# ACTIVE RECREATION RESERVE FORM

School/Organisation:

Address:

Phone: Email:

Contact Person:

Date of Application:

I am hereby making an application to hire the facility specified for the day and times below, and I acknowledge having received and read a copy of the “Conditions of hire”. I undertake to be bound by and comply with these conditions in every respect. I further undertake to be responsible for ensuring that all individuals or groups using the facility in association with this application shall comply with those conditions.

Name: Organisation:

Signature:

|  |
| --- |
| **BOOKING INFORMATION** |
| Requested reserve: |
| Event date: |
| Event Start Time: Event End Time: |
| What area(s)/oval/field do you require (E.g., Oval 1/Soccer)?  What facilities in the pavilion do you need access to (E.g., kitchen, toilets, change room etc)? |
| Name of activity/event: |
| Estimate Number of persons attending: |
| Equipment used during event: |
| Contractors engaged (i.e., caterer, jumping castle etc): |
| Do you have public liability insurance (minimum $20 million) for the purpose of running the event?  🞏 Yes 🞏 No |
| Have you provided a risk management plan for your event (may be required)?  🞏 Yes 🞏 No Awaiting Entries |
| **Completion of this form does not constitute acceptance of hire** |

# Conditions of Hire

1. Application

The right to use the facility/reserve is subject to Cardinia Shire Council receiving an application in the required form, signed by the proposed hirer, undertaking to comply with these conditions. All application forms must be received at least seven days in advance to the booking. An email confirmation will be sent as acceptance of your booking.

1. Security bond

Unless otherwise endorsed by council in the “letter of confirmation” form, a security bond in the sum of $200 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 property or any assets contained therein, and for any cleaning arranged by council resulting from the hirer’s use of the facility. The hirer shall be liable on demand by council 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 facility and/or assets therein, or abnormal cleaning, the deposit will be returned within 4 weeks of the use of the facility.

1. Hire Fees

Hire fees shall be in accordance with the “email of confirmation” prepared by council from time to time and shall be payable in full 4 weeks prior to the date of the event (or at the discretion of council).

1. Use of the facility after engaged time

The facility must be vacated by the nominated time, every consideration must be given to nearby residents in regard to minimising noise and unruly behaviour.

1. Insurance

All Hirers are required to provide a copy of their certificate of currency for public liability insurance for a minimum amount of $20 million with no limit on the number of claims that can be made. The policy must cover the event being held. A certificate of currency for this insurance must be provided to the Council at least seven days prior to the date of the event.

1. Indemnity

The hirer agrees 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 use of the facility.

1. Acts and regulations

The hirer shall conform to the requirements of Cardinia Shire Council’s Local Law regulations, and other legislation as applicable including but not limited to peak and state sport and recreation bodies. All other statutory roles, provisions and regulations (either Federal or State government) for the time being in force must be complied with by the user and the notices given to the proper officers.

1. Permission to occupy
   1. The hirer shall only be entitled to the use of the particular facility hired on the date set out in the “Letter of Confirmation” form and Council reserves the right to permit any other portion of the reserve to be hired for any other purpose at the same time.
   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.
2. Assignment

Hirers granted permission to use the nominated facility shall not assign the right of use to any other person, organisation or body.

1. Adult supervision

Hirers under the age of 21 years must have the “Application for facility hire” form completed by an adult who will be supervising the event or function. The person completing the application form and whose signature appears on the same is subject to these terms and conditions.

1. Emergency management

The Hirer is responsible for familiarising themselves with the reserves Emergency Management Plan and the Emergency Assembly Points.

1. Temporary Structures

Tents, tarpaulins etc., are not to be erected on the reserve due to possible damage to the water reticulation and other underground services; except with prior approval

1. Catering

If you intend to hire an external caterer, they should supply proof of current food act registrations and a current certificate of currency (min $20 million). If you are self-catering you are responsible to ensure that good food hygiene practices are observed.

1. Police and emergency services

The hirer shall, when so directed by council, arrange for police or other emergency services attendance at the event or function.

1. Determination

If the hirer commits, permits or allows any breach or default in the performance and observance of any of these conditions, Council may terminate the permission to use the facility and the hirer shall immediately vacate the reserve.

1. Theft

Neither Council, nor its servants, 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 Council against any such claim by any such person, firm or corporation in respect of such article or thing.

1. Refusal to grant hire

It shall be at the discretion of Council to refuse to grant the hire of a facility in any case and, not withstanding that permission to hire the facility may have been granted or that these conditions may have been accepted and signed. Council shall have the power to cancel such permission. The hirer hereby agrees in such case to accept the same and shall be held

1. Good Order

* The hirer shall be responsible for the full observance of these conditions and for the maintenance and preservation of good order of the facility/reserve 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 on Council land.

1. Cleanliness

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

1. Damage
   * The facility hired shall not be altered or in any other way damaged.
   * Any cost incurred by council in repairing any damage to the facility resulting from the condition in which the hirer left it shall be recoverable from the hirer.
2. Signage

No notice, sign, advertisement, scenery, fittings or decorations of any kind shall be erected at the facility or attached or affixed to any asset at the park or adjacent to the park without prior consent of Council or any other relevant property owner.

1. Decorations

No decorations, electric lighting, naked lights of any kind or articles of similar nature shall be brought onto the facility/reserve without the consent of Council. All such approved articles and property together with any catering appliances or fittings shall be removed by the hirer at the end of the event or function.

1. Inspections

Before each use the hirer must inspect the sports ground and surrounds to ensure the surface is safe and suitable for the purpose of use. Should the sports ground be deemed unsafe for play for any reason it is the responsibility of the hirer to cancel usage and inform Council.

1. Alcohol

The sale of alcohol is forbidden unless the hirer obtains a permit from Consumer Affairs Victoria, and the permit is provided to Council who shall make an endorsement on the “Application for facility hire” form.

1. Subject of entertainment

Council requires the hirer to submit for approval the subject and program for any entertainment prior to the use of the facility e.g. bands, clowns or other similar acts.

1. Free access

Any member of Council shall at all times be entitled to free access to any and every part of the facility hired.

1. 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 Council thereon shall be final and conclusive.

1. Jumping Castles and other entertainment

The hirer shall seek the permission of Council before engaging any supplier of entertainment services (such as jumping castles, face painting, clowns, and other amusement rides etc). If Council agrees to the use of such services as part of the hirer’s proposed event or function, the hirer shall provide current copies of the supplier’s public liability insurance no less than 4 weeks prior to the event (or closer to the event at Council’s discretion).

1. Use of vehicles

Vehicles are not permitted on the reserve except with prior approval.

1. Parking

If the size of the event exceeds the parking available a traffic management statement or plan will need to be submitted to Council for approval no less than 6 weeks prior to the event.

1. Keys

Keys are signed out to the hirer and are not to be distributed to any other person without permission from Council. Keys will need to be returned the next working day post event. Should the set of keys be misplaced or not returned by the hirer, the cost of replacing the keys will come out of the bond or the hirer will be invoiced directly.

## COVID-19 Hire Agreement Clause

I/we the hirer of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ <facility name> agree that we will abide by all legal requirements in relation to COVID-19, including, but not limited to:

* Ensuring the number of people attending the event complies with government regulations on the day of the event
* Ensuring government social distancing regulations are abided by

I/we have confirmed with our insurance company that there is no impact on our insurance policy during the declared pandemic environment. If there is an impact to the insurance policy the details are as follows;

I/we understand that if the government requirements are not followed, I/we are liable to prosecution and penalties for failing to comply.

I/we further understand that it is my/our responsibility to know the latest government requirements at the time of our event (current details can be found at <https://www.dhhs.vic.gov.au/coronavirus>).