

SECTION 1: Applicant Details		
Organisation name:		
Main contact person:		
Position of contact:		
Postal Address:		
Suburb:	Postcode	2:
Telephone:	Mobile:	
Email:		
SECTION 2: Booking D	etails	
Facility required (list building, facilities, reserve required)		
Purpose of Application (describe type of activity to be conducted)		
Dates/Times Required	Dates:	Times:

# SECTION 3: Insurance

## **Public Liability Insurance:**

A copy of a certificate for Public Liability Insurance or other satisfactory evidence of adequate Public Liability Insurance must be attached to this application.

Public Liability Insurance provided: Yes No

#### **Indemnity & Guarantee:**

The applicant 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 claims charges expenses and damages whatsoever which may be brought or made or claimed against it by any of them arising out of or in any way related to the granting of use of the facility.

SECTION 4: Signature		
Applicants Name:		
Signature:		
Date		

# **Privacy Collection Statement**

The collection and handling of personal information will be conducted in accordance with Council's Privacy Policy which is displayed on Council's website and is available for inspection at Council's customer service centre. Please refer to the Privacy Policy for further information.

#### Fees and Charges Casual Hire of Princes Park – Training without lights (52410.04) \$55.00 per day Casual Hire of Princes Park – Training with lights (52410.04) \$75.00 per hour Casual Hire of Princes Park Netball Court - Training without lights (52410.09) \$15.00 per hour Casual Hire of Princes Park Netball Court – Training with lights (52410.09) \$30.00 per hour Casual Hire of Princes Park – Soccer Fields without lights (52410.04) \$55.00 per hour Casual Hire of Jubilee Oval (52410.03) \$55.00 per day Casual Hire of Hedges Oval (52410.06) \$55.00 per day Casual Hire of Frank Graham Oval (52466.01) \$55.00 per day Casual Hire of Jack Pascoe Reserve (52410.08) \$55.00 per day Casual Hire of Tullaroop Leisure Centre Main Court (2050100.01) \$20.00 per hour Casual Hire of Tullaroop Leisure Centre Main Court (2050100.01) \$160.00 per day Casual Hire of Tullaroop Leisure Centre Squash Court (2050100.01) \$10.00 per hour Casual Hire of Nolan Street Gym (54751.09) \$20.00 per hour Casual Hire of Nolan Street Gym (54751.09) \$160 per day

## **CONDITIONS OF USE**

The use of Council facilities will be granted subject to the observance of the following conditions:

## **Application**

Every application must be made on the prescribed form and lodged with the Council. Each application must be signed by the applicant stating the purpose and hours required and containing an undertaking to comply with the conditions of hire.

## **Cancellations and Tentative Bookings**

Cancellation of a booking must be made no less than fourteen days prior to the date of the activity. The Council reserves the right to retain the deposit if a booking is cancelled inside the fourteen-day period.

Tentative bookings will be accepted, but unless confirmed within fourteen days, will have no standing should a firm booking be required by another hirer for the date concerned.

#### **Equipment**

It should be noted that some facilities are not fully equipped, and the provision of any additional equipment is the responsibility of the hirer. However, some equipment may be available for hire from other facilities subject to it not being required by that facility.

#### **Conduct**

The hirer is responsible for the conduct of patrons and will be held accountable for damage caused by disturbances or mismanagement of any function.

## **Damage**

The facility, including any fittings or furniture, must not be interfered with or in any way damaged. No notices, signs or advertisements of any kind can be erected on any facility or building without prior consent from Council.

The use of pins, blu-tack or like substances, tacks or screws is prohibited for the purpose of affixing decorations. Decorations may only be affixed by string or fishing line, or as otherwise directed by Council. Any damage to Council property should be reported to Council Reception immediately on phone number 5461 0610, to ensure that maintenance is carried out.

# **Gambling**

No game of chance either directly or indirectly where money is passed as a prize can take place at any facility without first obtaining consent from Council.

#### Liquor

Prior to any function where liquor is to be consumed, the hirer must obtain the relevant licence from the Victorian Commissioner for Gambling and Liquor Regulation (VCGLR). A copy of the licence from the VCGLR must be submitted to Council prior to occupancy of the facility.

Council reserves the right not to accept any bookings where the consumption of liquor is involved, if the Council believes that such activity may be detrimental to the facility.

# **Electrical Fittings**

No alterations or extensions to the electrical fittings will be permitted unless prior notice of work required is given and expressly approved. Only licensed electricians can be engaged to carry out alterations.

#### Cleaning

The hirer must at the conclusion of each hire, remove all rubbish from the facility and sweep or mop all floors with particular care in any kitchen or toilet areas. Toilets and toilet area need to be clean. A rubbish bin and basic cleaning implements are usually provided.

A penalty charge may occur if the premises are not left in a satisfactory condition.

#### **Facility Management**

The hirer and persons under its direction must comply with all directions or orders given by the Council about the management of activities being conducted at the facility.

#### **Free Access**

Any Councillor or Officer of the Council who is on Council business, must at all times and notwithstanding the hiring fee, have free access to any and every part of the facility.

#### **Limit of Hiring**

The hirer is only entitled to use the particular part or parts of the facility hired and the Council reserves the right to let any other portion of the facility for any other purpose at the same time.

#### Insurance

Where a hire agreement is for the use of a Council building, the hirer must either; Avail itself of Council's 'Annual Hall Hirer's Policy' and pay the relevant fee as set by Council or, Take out and hold current liability insurance for at least \$10million and provide a certificate of currency or other satisfactory evidence of this insurance.

Where the hire agreement is for the use of facilities other than buildings (e.g., sporting grounds), (ii) above shall apply.

## **Guarantee and Indemnity**

The hirer must agree 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, claims, charges, expenses and damages whatsoever which may be brought or made or claimed against it by any of them arising out of or in any way related to the granting of use of the facility.

## Safety, suitability & Risk Management

The Hirer indemnifies the Council against any claims, losses, or liabilities arising from improper use or failure to comply with safety requirements.

The Hirer shall take reasonable steps to prevent injury, damage, or misuse. While the Council makes reasonable efforts to maintain the facility in a safe condition, it does not guarantee that it will be free from hazards. It is the responsibility of the Hirer to undertake and keep records of inspections prior to each use (matches, training etc.) to ensure the safety of its participants, members and guests. Should an issue be identified it is the responsibility of the Hirer to advise the Council as soon as practical. If the playing area is deemed unsafe, it must not be used, and the Council Sport and Recreation Department must be notified immediately of any hazards, damage, or maintenance issues. The Council reserves the right to suspend or terminate use if the facility is deemed unsafe.

# **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 General Manager Corporate and Community Services is final and conclusive.

#### **Right of Refusal**

Council reserves the right to refuse to hire the facility at its absolute discretion without prejudice.

#### **Equipment**

The hirer must not allow any equipment, object, furnishings or fittings to be removed from any part of the facility without the approval of Council.

# **Keys**

Keys are arranged through, and returned to, the Shire Office. Keys will not be issued unless the full hire fee have been paid.

Keys must be returned at the completion of booking.

The Council operates a master key system for all facilities and in the event of a key being lost or not returned, all locks operable by that key will have to be replaced to return complete security. The cost of locks and key replacement will be invoiced to the hirer. Please note that as more than one lock is involved, the cost of replacement may be substantial.