

APPLICATION FOR HIRE / CASUAL USE

Club/Organisation Name			
Address			
Contact Person			
Contact Phone No			
Facility Required (separate applications are required for each facility)			
Description of activities/use of facilities/grounds			
Date(s)	Times Required	Date/s (i.e. 1/1/23, 8/1/23)	Function/Event
Monday	From _____ am/pm To _____ am/pm		
Tuesday	From _____ am/pm To _____ am/pm		
Wednesday	From _____ am/pm To _____ am/pm		
Thursday	From _____ am/pm To _____ am/pm		
Friday	From _____ am/pm To _____ am/pm		
Saturday	From _____ am/pm To _____ am/pm		
Sunday	From _____ am/pm To _____ am/pm		

Alcohol – will alcohol be sold to the public NO ☐ YES ☐ (attach permit)

Public Liability Insurance – a certificate of currency/insurance must be attached to this application.

Where the hirer does not have Public Liability Insurance, a short term policy MAY (subject to policy limitations) be available for purchase from Council's Customer Service Centre. Production of receipt would provide proof of insurance for the hire.

Certificate / Policy Number _____

Expiry Date _____

Amount of cover (min \$20m) _____

TERMS AND CONDITIONS OF HIRE/CASUAL USE

In this agreement:

- (1) The Committee is charged by the Council with the management and control of the facility and entitled to enter into this Agreement for the hiring of the premises to the hirer.
- (2) The person or persons by whom the application form is signed shall be considered the hirer. Their liability under this Agreement shall be joint and several.
- (3) All charges in relation to hire must be paid in full by the due date unless the Committee has approved suitable arrangements.
- (4) The Council reserves the right to approve the use of the facilities and/or ground by other persons at any time not specified in this application at any time when the facilities/ground is not required for use by hirer.
The Council may require the hirer to make available any building or facility on the ground to another hirer where such building or facility is not the property of the hirer.
The Council reserves the right to cancel the hirer's use of a recreation ground on a date shown in this application in the event of the ground being required for an extraordinary function or extraordinary use.
The Council reserves the right to close a ground for use, or redirect users to an alternate ground where in the opinion of Council's Works Manager, conditions render the ground unsuitable for use.
- (5) The hirer shall not sub-let the premises or any part thereof nor sell nor offer for sale, assign, mortgage, pledge, underlet, deal with or move from the premises, any equipment or any part thereof or any interest therein, or any interest in this agreement and will not create or allow to be created any lien upon the equipment and will protect the equipment against distress, execution or seizure.
- (6) The Committee and/or Council is permitting the premises/grounds to be used for the activities/use outlined in this application only. The hirer shall not use the premises or grounds for any other activity/use without written permission from the Committee or Council.
- (7) Neither the Committee or Council shall not be responsible for any loss of or damage to any property arising out the hiring from any cause whatsoever or for any loss due to the breakdown of machinery, failure of supply of electricity leakage of water, fire, governmental restriction or any other matter beyond the reasonable control of the Committee or Council which may cause the premises to be temporarily closed or the hiring to be cancelled.
- (8) The right of entry to the premises is reserved to every other agent or agents of the Council, Committee and any police officer at any time during the term.
- (9) The hirer agrees to indemnify and to keep indemnified, the Council and the Committee, its servants and agents and each of them from and against all actions, costs, claims, charges, expenses, penalties, demands and damages whatsoever which may be brought or made or claimed against them, or any of them, in connection with the hirer's performance or purported performance of its obligations under this Agreement and be directly related to the negligent acts, errors or omission of the hirer.
- (10) The hirer agrees at all times during the allocated period of hire to be the holder of a current Public Liability Policy of Insurance ("The Public Liability Policy") to cover legal liability to third parties for personal injury or property damage as a result of an occurrence in connection with

its hire of the premises, in the name of the hirer providing coverage for an amount of at least \$20million per claim.

- (11) The hirer is responsible for obtaining the appropriate insurance to cover all equipment owned by the hirers. Hirers are advised to take precautions to ensure that equipment is stored safely. Council/Committee will not take any responsibility for equipment owned by the hirer.
- (12) Hirers are responsible for the cleaning of spills, and/or any other hazards which may arise during the course of the hiring period. Hirers shall ensure that equipment is stored away, floors are swept/vacuumed and the toilets are inspected prior to leaving the premises after each use. Lights and hot water turned off and all doors locked. Refrigerators left as they were found.
- (13) If the hirer intends to allow the sale of any alcoholic beverage the hirer shall obtain an appropriate license from the Liquor Control Commission and shall, not less than one week before the commencement of the term, show a copy of the license to the Committee. The Committee reserves the right to terminate this Agreement for hire immediately in the event that an appropriate license is not produced within the time stipulated.
- The use of hay bales or similar inflammable materials in the facility is prohibited.
 - No glass is to be brought into the facility or left in rubbish containers
 - No smoking is permitted upon or within 4 metres of any entry to premises
 - No bolts, nails, screws, pins etc. shall be driven into any part of the premises
 - No vehicles, horses or golf practice/playing are permitted at/on the facility without written permission.
- (14) The hirer upon the conclusion of the term must leave the premises clean and in the same condition as at the commencement of hiring the premises, subject to fair wear and tear, unless otherwise agreed in writing by the Committee or Council. The premises must be appropriately secured by the hirer at the conclusion of the term of the agreement.
- (15) The approval to the hirer is subject to the approval from the Committee. The applicant is responsible for contacting the Committee who must be notified and agree to all conditions of use. Please indicate the Committee and person contacted. If you are unsure of the Committee or contact person, please phone the Council.

Facility _____

Contacted _____

Position at Committee _____

Approved _____

Checked via Phone ☐ via Email ☐

UNDERTAKING:

I _____ of _____ hereby make application for use of the above Council ground for the dates and times specified and acknowledge having received and read the Terms and Conditions of hire and undertake to be bound by and comply with the Terms and Conditions in every respect and I further undertake to be responsible for ensuring that all individuals or groups using the ground in association with this application comply with the terms and conditions.

Signature of Applicant _____ Date _____

DECLARATION:

The Colac Otway Shire Council collects personal information to provide a variety of community services. The information collected in this form is used only for the purposes contemplated by the form (primary purpose) and is not passed onto third parties. In some instances, however, disclosure is required by law or is necessary for the protection of persons or property. Where this occurs, Council will take every reasonable step to ensure your privacy is protected in accordance with the Information Privacy Act 2000 (Vic). Should you need to change or access your personal details or require further information about Council's Privacy Policy contact our Privacy Officer on 5232 9400 .