



**Public Liability Insurance
Hirer's Liability**

For Colac Otway Shire owned or controlled FACILITIES Only

HIRER

NAME: _____ CONTACT NO: _____

ADDRESS: _____

FACILITY

DATE OF HIRE: _____ TO: _____

NAME OF FACILITY: _____

FUNCTION OR PURPOSE OF HIRE
 Wedding Birthday Party Cabaret Funeral

Other _____

WHICH IS:

- Function with **less** than 20 People
- Function with **more** than 20 People
- Function with **Alcoholic** drinks
- Fully contained indoors (i.e not planned activities or temporary infrastructure such as marquees and tables outdoors)

NOTE: THIS POLICY DOES NOT PROVIDE COVERAGE FOR ANY HIRE WHICH; IS A SPORTING ACTIVITY, HAS MORE THAN 1,000 ATTENDEES, IS PART OF AN EVENT/FESTIVAL OR IS A ROCK/POP CONCERT.

TOTAL OF PREMIUM \$25.00**SUBJECT TO \$500.00 EXCESS EACH AND EVERY LOSS**

Upon the payment of the prescribed premium and completion of this form your liability as hirer is indemnified up to \$20,000,000

In the event of any claim, or the happening of any circumstances which may give rise to a claim, you must advise the **Risk & Insurance Officer of the Colac Otway Shire on 5232 9400 immediately.**

ON BEHALF OF HIRER/HIRING GROUP _____ DATE: _____

The personal information requested on this form/document is being collected for our Insurer Jardine Lloyd Thompson. The personal information will be used solely by Council for the primary purpose for which it was collected or a purpose the person would reasonable expect. The person providing the information understands that the personal information provided is for the purpose of obtaining Public Liability Insurance coverage and that he or she may apply to Council for access to and/or amendment of the information. Requests for access and or correction should be made to the responsible officer or the Privacy Officer.



Colac Otway
SHIRE

PART A Hirers of Council Owned or Controlled Facilities

INSURED	Various Hirers of Council Owned or Controlled Facilities (not otherwise insured)
BUSINESS	Activities conducted at and from the hired facility
INTEREST INSURED	All sums which the Insured shall be legally liable to pay to third parties by reason of: <ul style="list-style-type: none"> • Death or Personal Injury • Loss or Damage to Property happening during the Period of Insurance and caused by an occurrence in connection with the Business
SITUATION AND/OR PREMISES	At and from the Council Owned or Controlled Facility
LIMITS OF LIABILITY	<p>General Liability \$20,000,000 any one occurrence</p> <p>Products Liability \$20,000,000 any one occurrence and in the aggregate any one Period of Insurance</p>
SUB-LIMITS OF LIABILITY	Property in Your Physical or Legal Control \$100,000 any one occurrence and in the aggregate for any one Period of Insurance.
DEDUCTIBLE/ EXCESSES	The insured shall bear the first \$500 of each and every claim or series of claims arising out of any one Occurrence.
NOTES	<ul style="list-style-type: none"> • Indemnity is only provided to the hirer of the facility and for the duration of such hire. Indemnity is not provided to any other participants/performers/contractors that may be involved in the hire activity (e.g. a band engaged for a wedding reception). It is the hirer's responsibility to ensure these other parties have their own Public Liability insurance in place. - There is no coverage available where: <ul style="list-style-type: none"> - the hire involves attendance of more than 1,000 people; - the duration of hire exceeds five (5) consecutive days; - the hire is part of a festival/event. The event organiser should be required to effect their own insurance. • There is no coverage available to commercial entities that hire the facility and charge admission or derive monetary gain from the actual hire activity. There is no problem in covering commercial entities for hire activities where there is no monetary gain derived from the actual hire activity and where there is no other insurance in place. There is also no problem in covering Not For Profit (NFP) entities who may charge for fund raising purposes.
ADDITIONAL POLICY EXCLUSIONS	<ul style="list-style-type: none"> • Sexual Abuse • Amusements including: <ul style="list-style-type: none"> a) Animal rides; b) Amusement rides and/or devices of any description; c) Inflatable recreational equipment • Products Liability – Children's Toys / Second Hand • Electrical Items & Tools • Security Personnel • Fireworks/Pyrotechnics • Rock/Pop Concerts • Child Minding / Child Care Services • Participation in Sporting Activities • Total Listed Human Disease Exclusion



A photograph of a family of three—a woman, a man, and a young girl—walking together on a grassy field at what appears to be a festival or fair. The woman is on the left, wearing a plaid shirt and carrying a bag with bread. The man is on the right, wearing a maroon t-shirt and blue shorts. The girl is in the middle, wearing a white dress. They are all smiling and looking at each other. In the background, there are white tents and other people, suggesting a busy outdoor event.

COMMUNITY LIABILITY COVER PART A: SUMMARY OF COVER – HIRERS LIABILITY

INSURED

Various Hirers and members of hiring party of Council owned or controlled facilities (not otherwise insured) providing that the number of hires do not exceed 52 times per annum (per hirer).

INTEREST INSURED

Indemnity to the Hirer against all sums which the Hirer becomes legally liable to pay by reason of:

- Death or Personal
- Loss or Damage to Property

resulting from an occurrence which arises from the Hirers' negligence whilst hiring the premises.

BUSINESS

Hire of Council owned or controlled facility

SITUATION AND/OR PREMISES

At and from the Council owned or controlled facility

DEDUCTIBLE

\$500 each and every claim

LIMITS OF LIABILITY

\$20,000,000 any one occurrence / unlimited in all except products hazard (where applicable) which is limited in the aggregate for all occurrences during any one period of insurance.

POLICY PERIOD

30 June renewal date (or as Stated in Certificate) AEST

CERTIFICATE

Means the Tax Invoice/Certificate of Insurance issued by JLT Risk Solutions Pty Ltd, to Councils participating in the Master Policy.

ADDITIONAL POLICY EXCLUSIONS

- Sexual Abuse
- Amusements
- Products Liability – Children's Toys / Second Hand
- Electrical Items & Tools
- Security Personnel
- Fireworks/Pyrotechnics
- Rock/Pop Concerts
- Child Minding / Child Care Services
- Participation in Sporting Activities
- Total Listed Human Disease Exclusion

Note these exclusions are additional to exclusions contained in the Insurer's base policy document. You should refer to the policy document for all exclusions, terms and conditions.

GUIDELINES

- The intention of the Scheme is to cover uninsured hirers, provided that the number of hires per hirer does not exceed 52 times per annum.
- Indemnity is only provided to the hirer of the facility and for the duration of such hire. Indemnity is not provided to any other participants/performers/contractors that may be involved in the hire activity (e.g. a band engaged for a wedding reception).

It is the hirer's responsibility to ensure these other parties have their own Public Liability insurance in place.

- There is no coverage available where:
 - the hire involves attendance of more than 1,000 people;
 - the duration of hire exceeds five (5) consecutive days;
 - the hire is part of a festival/event. The event organiser should be required to effect their own insurance.

Cover for the above may be available from:
www.localcommunityinsurance.com.au

- There is no coverage available to commercial entities that hire the facility and charge admission or derive monetary gain from the actual hire activity.
- There is no problem in covering commercial entities for hire activities where there is no monetary gain derived from the actual hire activity and where there is no other insurance in place.
- There is also no problem in covering Not For Profit (NFP) entities who may charge for fund raising purposes.

INSURER

Victor Insurance Pty Ltd through QBE Insurance (Australia) Limited

POLICY NUMBER

MK2CLP017469LIA

IMPORTANT INFORMATION

Please refer to our Financial Services Guide which can be accessed [here](#).

This document is merely an outline of the cover provided. Please refer to the policy document for details of all the terms, conditions and exclusions applicable.

This summary is provided by JLT Risk Solutions Pty Ltd to Councils participating in the Master Policy. Councils are not permitted by law to provide any financial product advice on this product to you. Council's role is merely to provide access to JLT and the insurer's product.

ABOUT VICTOR INSURANCE

Victor Insurance Pty Ltd (Victor Insurance) is an underwriting agency and acts on behalf of QBE Insurance (Australia) Limited ABN 78 003 191 035 AFS Licence No 239545. Victor Insurance is an Authorised Representative (No. 403803) of Marsh Pty Ltd ABN 86 004 651 512 AFS Licence No 238983 (Marsh). Victor Insurance is a subsidiary of Marsh. JLT Risk Solutions Pty Ltd, Victor Insurance and Marsh are all businesses of Marsh McLennan.

CONTACTS

Any questions on the coverage provided should be directed to Council who will pass on the request to JLT.



CLAIMS PROCEDURE

- As the hirer: Do Not admit liability or offer to make any payments.
- Except for a simple acknowledgement, do not make any promises or enter into any correspondence with the claimant without the consent of your Insurers.
- Whether or not a claim has been made against you, as soon as you become aware of circumstances which could give rise to a claim, forward a written note of the facts or circumstances to the Council who will notify JLT on your behalf.
- If you receive a claim/demand from a third party, forward the documents to the Council as soon as possible together with whatever additional facts are known to you.
- An excess of \$500 is payable in respect of all claims. This is a costs inclusive excess so investigative costs fall within the deductible amount.
- The excess is generally payable by the Hirer who is making the claim, however, you should check if this is the case with the Council.

JLT Public Sector is a division of JLT Risk Solutions Pty Ltd (ABN 69 009 098 864 AFS Licence No: 226827) (JLT) and a business of Marsh McLennan.

JLT Public Sector arrange this insurance and are not the insurer. Any advice contained within this document is general and does not take into account your objectives, financial situation or needs. You should consider the relevant Product Disclosure Statement and your objectives, financial situation or needs before acting on this advice. Insureds should consult their insurance and legal advisors regarding specific coverage issues. All insurance coverage is subject to the terms, conditions, and exclusions of the applicable individual policies. Please contact JLT Public Sector for the relevant Product Disclosure Statement, or for further information.

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