

# Robinvale Senior Citizens Centre

## Application to hire

<b>Organisation</b>					
<b>Person responsible</b>	<b>Name:</b>				
	<b>Address:</b>				
	<b>Phone:</b>			<b>Mobile:</b>	
	<b>Email:</b>				
<b>Purpose for hiring</b>					
<b>Estimated attendance</b>					

Hiring dates and times					
Day	Date	Month	Year	Time IN	Time OUT

<b>Is alcohol being served?</b>	<input type="checkbox"/> Yes      If Yes, you will require a Liquor Licence. <input type="checkbox"/> No        Please provide a copy at the time of paying your fees.
<b>Public liability insurance</b>	Have you attached a copy of your public liability insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No  If NO, do you require casual Hirers Liability Insurance arranged by Swan Hill Rural City Council? This cost is on top of your Bond and Hire fees. <b>Please contact Council to find out if you are eligible.</b>  <input type="checkbox"/> Yes <input type="checkbox"/> No

1. The Hirer shall indemnify and keep indemnified the Council from and against all actions, suits, proceedings, claims, demands, damages and costs whatsoever brought, prosecuted or made (as the case may be) against Council for or on account of or arising out of or in any way connected with the loss of life, personal injury or damage to or loss of property suffered or sustained in consequence of the acts, omissions, neglect or default (including negligence) of the Hirer or any servant or agent of the Hirer or any person claiming through or under the Hirer during the period of hire.
2. The applicant will be responsible for the costs of any additional cleaning or the repair of any damages which may result from the function held at this Centre.
3. I have read and understand the conditions of hiring this facility and understand that all or part of the bond will be withheld by council if any condition is not complied with.

I/We acknowledge that the information contained on this application form is true and correct and that I/we have read and fully understand the attached conditions of hire set out by the Swan Hill Rural City Council and agree to abide by these conditions.

**Name:** \_\_\_\_\_ **Position:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## Conditions of use

The following 'Conditions of Use' are designed to assist all User Groups to co-exist in a safe, healthy and friendly environment. Your assistance in adhering to the 'Cleaning Schedule' will be greatly appreciated by all User Groups. Please be mindful that this facility is primarily for the use of senior group activities, therefore, they will be given priority of use at all times.

1. The bond shall be paid in full not less than 14 days prior to the event and shall be refunded within 28 days after the event, subject to a satisfactory final inspection being undertaken by the caretaker.
2. There is a mixture of different types of chairs for approximately 130 people and 23 small tables. All tables, chairs and other equipment used are to be cleaned and relocated to their original positions at the conclusion of each function.
3. Your own crockery and cutlery is to be provide. If any of the centre's utensils are used from the unlocked kitchen areas then they must be washed and dried, and replaced in their correct positions.
4. Any equipment, catering appliances, fittings, etc, shall be removed from the Centre before vacating. If extra time for cleaning, etc., is needed, permission must be obtained before the function date.
5. Smoking is prohibited. Smoking trays are located outside of the building for users if needed.
6. Hirers are responsible for complying with any licensing requirements set down by the Liquor Control Commission. B.Y.O is allowed, but before the selling of Liquor, a Liquor License must be applied for under the Liquor Control Act.
7. In consideration for locals, noise and music must be kept at an acceptable volume and at all times within EPA guidelines. Any request by an officer of Council or Police must be complied with.
8. The Hirer may only enter the Centre at the allocated time. If access outside of allocated times is needed please contact Council.
9. The Centre is to be vacated no later than 1.00am. Additional charges may apply if exceeded.
10. The Hirer shall comply with the regulations under the Building Code of Australia for the prevention of over - crowding and obstruction in gangways, passages and halls in any public building and it shall be the Hirer's responsibility to prevent persons standing on seats or tables in any part of the building.
11. No vehicles, animals (guide dogs accepted) or dangerous substance will be allowed to be brought into or allowed to remain in the Centre grounds or buildings
12. Prize fighting, boxing, wrestling, martial arts or any defensive sport or activity are not allowed, except with the written approval of Council. Any unlawful activities are not permitted.
13. Council reserves the right to refuse any Organisation and/or Hirer at any given time.
14. The Centre is to be left in a clean and tidy condition at the conclusion of each function. Please refer to the following Cleaning Schedule for cleaning instructions.
15. Any damages incurred are to be reported. Where determined bond reimbursement will be affected.

## Regular users

### Bond

If the Hirer is a regular user of the Centre (ie weekly or fortnightly) a Bond shall be applicable. This bond shall be help by Council until the end of the regular use period. In the event that expenses are required to be paid from the Bond held, Council reserves the right to request additional Bond fees and use of the Centre may be cancelled until the additional bond fees have been paid.

### Hire Fees

Regular users of the Centre shall be invoiced monthly in advance for the hire fees associated with their regular bookings. Any additional fees (ie. extended or extra use) shall be Invoiced as required.

### Keys

Users of the Centre will not be allocated keys on a permanent basis. Keys are required to be collected from the Robinvale Resource Centre no more than 24 hours prior to your scheduled booking and must be returned to the Resource Centre within 24 hours after your booking. Weekend users of the Centre shall collect the keys after 12noon on Fridays and shall return the keys by close of business on Monday. Keys returned late shall incur a \$25.00 late fee.

## **Public Liability Insurance**

The Organisation shall, at all times during the Agreement Term, 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 the business of the insured, as specified in the public liability policy in the name of the Organisation providing coverage for an amount of at least \$10 million dollars.

The Public Liability Policy shall extend to cover Swan Hill Rural City Council in respect to claims for personal injury or property damage arising out of the negligence of the Organisation.

A current Certificate of Currency must be provided by the Organisation to Council on lodging an Application.

## **Indemnity**

The Organisation agrees to indemnify and to keep indemnified Swan Hill Rural City Council, 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 this Application and be directly related to the negligent acts, errors or omission of the Organisation.

## **Hold Harmless**

The Organisation agrees to hold harmless Swan Hill Rural City Council, its servants and agents, and each of them in connection with all claims resulting from damage, loss, death or injury whatsoever which may otherwise be brought or made or claimed by the Organisation against Swan Hill Rural City Council, except to the extent that Swan Hill Rural City Council is negligent.

## **Casual Hirers/Users**

Casual Hirers/Users of Council owned/controlled facilities may, on the payment of a levy for the amount of \$19.50, take advantage of a "Blanket Public Liability Insurance cover arranged by Council if you do not have appropriate Public Liability Insurance, and where the activity is not excluded under such Blanket Policy.