

Hirer details	
Name	
Incorporation No/ ABN/CAN	
Address	
Contact Number	Landline: _____ Mobile: _____
Email Address	
Business Structure	<input type="checkbox"/> Company (Proprietary/Public) <input type="checkbox"/> Trading as a business <input type="checkbox"/> Unincorporated association <input type="checkbox"/> Proprietorship (inc. sole traders/partnerships) <input type="checkbox"/> Incorporated association
Is the hirer a 'community-based' organisation?*	<input type="checkbox"/> Yes <input type="checkbox"/> No Please attach evidence

*A 'community-based' organisation is defined as being registered under the Associations Incorporation Act 1981 and/or registered as a non-profit group according to Australian Taxation Office guidelines.

Hirer contact details	
Name of authorised representative	
Role / Position	
Contact number	Landline: _____ Mobile: _____
Email address	

Event details			
Name of event			
Briefly describe the event			
Hiring Date & Times	Date of Event:	Start Time:	End Time:
	Date of Set Up:	Start Time:	End Time:
	Date of Pack Up:	Start Time:	End Time:
Hirer Undertaking	<input type="checkbox"/> BBQ's (shall be supplied by the hirer)		

Event details	
Items required	<input type="checkbox"/> Blinds only required <input type="checkbox"/> Trestle table only required <input type="checkbox"/> Blinds and trestle table required <input type="checkbox"/> Key required (hot/cold water and power)

Public liability insurance
<p>The Hirer shall, at all times during the Agreement Term, be the holder of a current Public Liability Policy of Insurance (<i>"The Public Liability Policy"</i>) 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 \$20 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 Hirer on lodging an application.</p> <p>Uninsured community groups, stall holders, artists, performers, buskers and participants MAY be eligible to purchase Council's Community Liability Insurance at a cost of \$26.00 (excluding GST) per hire. There is no coverage available where the hire is part of a festival/event involving attendance of more than 1,000; if there is a charge for admission or the activity is longer than five consecutive days. This policy only covers your liability for the period of the hire and is subject to the following exclusions: Activities excluded from cover under this policy include: • Security Personnel • Children's rides and animal rides • Amusement rides and devices • Inflatable recreation equipment • Property damage or personal injury sustained whilst participating in any game, match, race, practice, trial, or other sporting activity • Fireworks / Pyrotechnics • Child Minding / Child Care Services • Claims for personal injury or property damage arising from any participation by spectators • Property damage or personal injury arising out of sporting activities / demonstrations conducted by Stallholders.</p>
<p>Please nominate which public liability insurance cover you wish to provide by ticking the appropriate box</p>
<input type="checkbox"/> Provide detail of own policy (min. \$20 million) <input type="checkbox"/> Take out cover under Council's Policy

AUTHORISATION

- The Swan Hill Community Tree is a public owned and operated Council facility and is for the use of the local community for community/social/information functions. Events of commercial nature are not permitted.
- The Hirer acknowledges that they shall not cause any inconvenience to the public and shall comply with any instruction given by a Council Officer.

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 and agree to abide by these conditions.

Name: _____ **Position:** _____

Signature: _____ **Date:** _____

CONDITIONS OF HIRE

1. APPLICATION

The right to use the premises is subject to an application on the required form signed by the proposed hirer undertaking to comply with these conditions. If the proposed hirer is a club the application must include the personal undertaking by the president and secretary of the club.

2. SECURITY BOND

The bond shall be paid in full within ten (10) days of lodging the Application to Hire. Failure to pay such bond within the required time shall result in only a tentative booking being made and therefore does not secure the use of the Community Tree. The booking shall be confirmed upon full payment of the bond amount being received. The bond shall be refunded within 28 days after the event, subject to a satisfactory final inspection being undertaken by a Council Officer of the area. In the event that the area is not left in a clean and tidy condition or any damage is caused, the costs associated with cleaning the area or undertaking any repairs shall be taken out of the bond before any remaining bond money is released to the hirer. In the event the bond is insufficient to cover the costs, an Invoice shall be raised to the hirer for payment.

3. HIRE FEES

Hire fees shall be in accordance with the Council adopted annual fees and charges schedule and shall be payable four (4) weeks prior to the date of the function.

4. MINIMUM BOOKING TIME

The minimum booking time is two (2) hours.

5. USE OF FACILITY AFTER ENGAGED TIME

If the area is not vacated by the nominated time, the hirer shall forfeit the entire bond.

Every consideration must be given by people using and vacating the area to the occupants who live and or work nearby in regard to minimising noise and unruly behaviour.

6. CANCELLATION OF BOOKING

Cancellation of a booking must be made a minimum of 24 hours prior to the date of the function if booked in more than 24 hours prior. Council may cancel any booking when the facility is required due to a national or regional emergency even when these conditions of hire may have been accepted and signed and the hire fee paid. It is a condition of hire that the hirer agrees to accept Council's right to cancel any booking and the hirer will be held to have consented to such cancellation and to have no claim at law or in equity for any loss or damage in consequence of such cancellation. In such circumstances the security bond and booking fees already paid to Swan Hill Rural City Council will be refunded in full.

7. INSURANCE

The Hirer 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 / hirer providing coverage for an amount of at least Twenty (20) 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/hirer.

Certificate of Currency, which must be annexed to this agreement, and form part of the agreement.

Casual hirer's insurance for public and product liability may be available through Council to individuals and groups without insurance, subject to eligibility and conditions. Contact Swan Hill Rural City Council.

8. INDEMNITY

The hirer is responsible for any accident, loss, damage sustained to any person or property or any injury sustained by any person using any part of the facility during the currency of the hiring, notwithstanding that such event arose from or by reason of any defect in the furniture, fittings or other accessories of any kind. The hirer hereby forever releases, discharges, indemnifies, and holds harmless Council, its servants, Councillors, agents and contractors against all claims and demands made or the costs or expenses incurred in connection therewith. Without limiting the former that includes:

- 8.1.** any legal liability whatsoever arising from the participation or use by the hirer and/or any other persons associated with the hirer, and in the activity of conducting the business operation at, and / or occupying the facility and in all activities in connection therewith, due to any cause;
- 8.2.** any and all loss, damage, expenses, claims, demands, actions and causes whatsoever which might be made or instituted or suffered or incurred or sustained by any person or body for injury, loss or damage arising in any manner for the said participation or use;
- 8.3.** all loss or damage to any property, buildings, equipment or materials of Council and/or any other persons on or outside the location caused by the hirer and/or any persons associated with the hirer due to the said participation or use; and
- 8.4.** any and all loss, damage, injury or illness, including death, sustained or incurred by the and/or any person associated with the hirer arising in any manner from the said participation or use/hire or occupation.
- 8.5.** In addition, the hirer must not do or neglect to do or permit to be done or leave undone anything, which will affect Council's insurance policy or policies relative to fire or public risk in connection with the facility. The hirer hereby indemnifies Council to the extent that such policies are affected through any such act of commission or omission

9. ACTS AND REGULATIONS

The hirer shall conform to the requirements of the Building Code of Australia, Health Act, Local Government Act, any Local Law/By-law or Regulations and all other statutory rules, provisions and regulations of the Commonwealth of Australia or State of Victoria for the time being in force and shall be liable for any breach of such Acts, Local Laws/By-laws or Regulations.

10. OBSTRUCTIONS

The hirer shall comply in every respect with regulations under the Building Code of Australia with regard to public buildings for the prevention of overcrowding and the obstruction of gangways, designated exit doors, passages, corridors, or of any part of the premises. Any person causing an offence against such regulations shall be removed from the premises.

11. ADULT SUPERVISION

Hirers under the age of 18 years must have the application form referred to in Clause 1 completed by an adult who will be supervising the function. The person completing the application form and whose signature appears on the document is subject to these terms and conditions.

12. GAMBLING

No game of chance, at which either directly or indirectly money is passed as a prize, shall take place in any part of the premises. With the exception that this clause shall not prevent the hirer using the premises for games of bingo or equivalent providing relevant permits have been obtained.

13. LIQUOR CONSUMPTION

Hirers will need a permit if liquor is being served or sold on the premises in any way the event organiser is responsible for the service of alcohol at your event. The Liquor Control Reform Act 1998 stipulates that anyone selling or serving liquor needs to obtain the correct license. A liquor license is required whenever liquor is supplied either directly or as part of an inclusive charge.

There are different types of licenses required for certain types of events or selling arrangements.

Temporary Limited Liquor License: Apply to the Victorian Commission for Gambling and Liquor Regulations (VCGLR)

Major Events License: Apply to the Victorian Commission for Gambling and Liquor Regulations (VCGLR)

Consumption of Liquor Permit: Apply to Swan Hill Rural City Council Local Laws Unit. Victorian Commission for Gambling and Liquor Regulation (www.vcglr.vic.gov.au or phone 1300 182 457).

The liquor licence must be displayed where the alcohol is being sold for the duration of the event. It is the responsibility of the hirer to ensure compliance with liquor licensing

Serving of liquor is not permitted on any premises that falls within in an alcohol free zone without a special permit which will need to be obtained from Swan Hill Rural City Council by writing to the Manager Regulatory Services P.O. Box 488, Swan Hill, VIC 3585, at least four (4) weeks prior to your booking. This special permit does not replace a Liquor Licence.

The Victorian Commission for Gambling and Liquor Regulation provides a Safe Function Guideline [https://www.vcglr.vic.gov.au/sites/default/files/Liquor fact sheet - Safe function guidelines.pdf](https://www.vcglr.vic.gov.au/sites/default/files/Liquor%20fact%20sheet%20-%20Safe%20function%20guidelines.pdf)

14. THEFT

Neither Council nor its staff 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.

15. REFUSAL TO GRANT HIRE

Swan Hill Rural City Council reserves the right to refuse applications for hire. No portion of the facility hired may be sub-let or any booking transferred or assigned without the prior consent of Council.

16. GOOD ORDER

The hirer shall be responsible for the full observance of these conditions and for the maintenance and preservation of good order in the building 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 in any part of the building.

Council reserves the right for its Council officer on duty to remove such offenders and any costs associated with the removal of these offenders must be paid by the hirer.

17. CLEANLINESS

It is the hirers' responsibility to ensure that the Community Tree and surrounding area is left in a clean and tidy condition at the conclusion of the hire. The hirer shall ensure:

- That all rubbish is removed from the area.
- That the sink and tapes located inside the tree are wiped down and left clean.
- That the tables and seats (including the trestle tables, if used) are wiped down and left clean
- That the pavers/floor area is free of grease, oil, fat and any other spills.

18. DAMAGES

The hirer shall be responsible for reporting any damaged caused to the Community Tree or surrounding area to Council. Where damage is caused by the hirer, the costs of such repair or replacement shall be at the hirers sole cost. The costs associated shall be taking out of the bond before any remaining bond money is released to the hirer.

19. SIGNAGE

No notices, signs, advertisements, scenery, fittings or decorations of any kind shall be erected on or in the premises or attached or affixed to the walls, doors or any other portion of the premises, fittings or furniture, without prior consent of the nominated committee member.

20. SMOKING

Smoking is not permitted in any buildings.

21. ELECTRICAL EQUIPMENT

All electrical equipment brought into the Venue must be tested and tagged in accordance with Australian/New Zealand Standard 3760.

22. KEYS

Keys are required to be collected from Council's Splatt Street Office not more than 24 hours prior to your scheduled booking and must be returned to Council's Splatt Street Office within 24 hours after your booking. Weekend hirers shall collect the keys after 12 noon on Fridays and shall return the keys by close of business on Monday.

The Hirer will be responsible for the costs of replacing lost or damaged keys.

23. BLINDS

If the pulls down blinds (located around the top of the tree) are required, a representative from Council will ensure the blinds are pulled down at the commencement of the hire and put back up at the conclusion.

24. TRESTLE TABLE AND FIXED CONCRETE STOOLS

The trestle table can be collected from Swan Hill Rural City Council Offices located at 45 Splatt Street Swan Hill. You will need to arrange transport of the trestle table between Council's office and the Community Tree. Care should be taken when moving around the trestle table and fixed concrete stools to ensure your safety.

25. SERVING OF FOOD

Where the hirer is serving any food for sale, approval must be granted by Council's Public Health Services Department, at least 5 days prior to the date of hire.

26. BBQ'S

The hirer shall provide their own BBQ if required. It is recommended that a piece of cardboard or mat be laid under the BBQ to ensure no fat or food is spilt on the pavers.

27. COVID-19 SPECIAL CONDITIONS OF HIRE

The COVID-19 Special Conditions of Hire are subject to change as directed by Victorian Government public health directions.

The hirer/group leader will be responsible for:

- Ensuring that no staff or attendee displays any of the following symptoms, fever, cough, sore throat, shortness of breath, sneezing/runny nose or loss of sense of smell;
- Ensuring that no staff or attendee has COVID-19 or is waiting for results of a COVID-19 test or has been in contact with any known or suspected cases of COVID-19 in the past 14 days or has been in contact with anyone who has returned, from overseas in the past 14 days.
- Ensuring group attendees adhere to social distancing of 1.5 metres apart;
- Keeping the number of permitted occupants below maximum capacity as indicated on room signage
- Keeping a list of all attendees and contact details for each booking for 28 days;
- Ensuring all attendees follow the recommended hygiene procedures;
- Ensuring attendees wash their hands on entering and leaving the facility and use their own personal hand sanitisers;
- Wiping all access touch points with wipes or disinfectant at the end of each hire period, including all chairs and tables and any other surfaces touched by persons;
- Ensuring attendees arrive and leave as close to the booked time as possible. The groups are not to stay in the facility once the hire period is finished.

Any breach of the COVID -19 Special Conditions of Hire by a hall hirer may result in the cancellation of their hall hire. All Conditions of Hire are subject to change at any time