



APPLICATION FORM SEASONAL FACILITY HIRE

FORM 40

Date stamp

Part 1 Applicant Details

Please complete Applicant Details

Organisation Name

Applicant Name

Residential Address

Date of Birth

Mobile Number

Home Phone

Email

Part 2 Purpose of Hire

Please outline the purpose of hire

Purpose of Hire

Part 3 Court Requirements

Please tick Court Requirements

Half Court

Full Court

1 Court

2 Courts

3 Courts

Turn over for additional services available for court hire

Part 4 Group Fitness/Meeting Room/Boardroom

Please tick type of room required for hire and provide any booking requirements

Group Fitness/Multi Purpose Room

Boardroom

Outdoor Area

Meeting Room

Single

Double

Booking Requirements

Part 5 Date(s) and Time(s) of Hire

Please provide date and time of hire, ensuring adequate booking time for 'Set up/Clean Up'

Should there be inadequate room available for your booking requirements, please attach a schedule of dates and court requirements

Monday

Date From

Date To

Time From

Time To

Tuesday

Wednesday

Thursday

Friday

Saturday

Sunday

Exclusion Dates

Part 6 Liquor Licence

Please indicate intention to consume and or sell alcohol on Council property

Alcohol will be consumed on premises?

Yes - *Complete Form 50*

No

Alcohol will be sold on premises?

Yes - *Approval from Court House is required*

No

Number of People in Licensed Area

Part 7 Additional Equipment Hire

Please indicate additional equipment required for hire

Trestles

No. Required

Tablecloths

No. Required

Chairs

No. Required

Tea & Coffee Facilities

How many people?

BBQ

TV/DVD

Data Projector

Bouncy Castle

Part 8 Change Rooms

Please tick

Do you wish to hire additional toilet/change facilities in excess of general public facilities?

Yes

No

Part 9 Competition Package

Please tick

Will you be operating a sporting competition requiring score clocks, score boards and sports desk?

Yes

No

Part 10 Declaration

Please sign

This Seasonal Hire Application Form, forms part of the Seasonal Hire Contract of Hire. I have read and understood the conditions of hire as per the contract attached and agree to abide by these regulations, relevant to the hire of this facility

Signed

Date

Part 10 OFFICE USE ONLY

Insurance Indemnity Attached

Links Updated

Contract Sent

Debtor Request Raised



CONTRACT FORM

SEASONAL FACILITY HIRE

Terms and Conditions of Hire

FORM 45

Date stamp

GENERAL CONDITIONS

1. The Hirer must be at least 18 years of age. Proof of age may require verification at the discretion of Shire of Dardanup officers.
2. The Hirer is responsible for the cost of making good any damage in connection with the hire booking.
3. The Hirer undertakes that in connection with the use or occupation of the premises the Hirer will not permit or suffer anything to be done which is disorderly, offensive or illegal.
4. The Hirer is responsible for ensuring that children are adequately supervised by a responsible adult at all times.
5. The Hirer is responsible for the behaviour of all persons attending the premises at any time in connection with the Hirer's booking. This will include instructing all such persons to leave quietly within the stipulated times.
6. Setting up / warm ups / dismantling / warm downs, may only be done during the period of the hire booking, or at other times arranged in advance with the Centre Manager. Setting up, dismantling, or otherwise using or occupying the area under hire outside the period of the booking may result in the levying of a further fee.
7. Shire of Dardanup reserves the right to have priority to use the premises for certain functions throughout the year. The Shire of Dardanup will endeavour to provide a minimum of a 30 days' notice to any Hirer who is required to give up their booking in the above circumstances. The Shire of Dardanup will make all reasonable attempts to relocate the booking.
8. The Eaton Recreation Centre has an operating Café. No food, drinks or snacks are to be sold on the premises. No outside catering to be consumed at the Eaton Recreation Centre without prior approval of the Eaton Recreation Centre manager.
9. Shire of Dardanup officers may request the removal of any Hirer or person attending the premises at any time in connection with the Hirer's booking found to be in breach of these Terms and Conditions of Hire.

INSURANCE

10. The Shire of Dardanup does NOT provide Public Liability Insurance cover for Seasonal Hires
11. The Shire of Dardanup will not be held liable for personal injury, loss or damage of personal items or property by the Hirer or persons connect with the Hirers booking
12. The Hirer must effect and maintain public liability insurance (however described):
 - a. Covering the Hirer's legal liability for:
 - i. Damage to any real or personal property; and
 - ii. Injury to, or death of, any person,
 - iii. Arising out of the use or occupation of the premises by the hirer or the performance of its obligations under these Terms and Conditions; and
 - iv. with a limit of indemnity in relation to legal liabilities relating to the use or occupation of the premises by the hirer or the performance of its obligations under these Terms and Conditions of not less than \$10,000,000 (Ten Million Dollars) for each occurrence;
13. The Hirer must maintain that insurance policy for the duration of the hirer's, or any other person's, use or occupation of the premises in connection with the Hirer's booking;
14. The Hirer must effect and maintain that insurance policy with an insurer which is, or with insurers which are, rated by Standard & Poor's or AM Best as "A-" or higher, and which is or are authorised to carry on insurance business in Australia by the Australian Prudential Regulation Authority
15. A copy of your certificate of currency must accompany your Seasonal Facility Hire contract. The Certificate of Currency must state
 - a. What the Policy Covers
 - b. Conditions of Coverage
 - c. Geographical Limits of the Cover
16. The Hirer must effect and maintain workers' compensation insurance if required by (and, if so, in accordance with) relevant laws.
17. Whenever requested by Council, give Council, in respect of each of those insurance policies:
 - a. the policy wording;
 - b. the schedule and any endorsement slips;
 - c. renewal certificates or certificates of currency issued by the insurer; and
 - d. other information reasonably required by Council,
18. The Hirer shall not do or omit to do anything that would constitute a breach of the insurance policy and entitle the insurer to cancel or void the contract or reduce its liability for a claim to which the insurance policy otherwise responds;
19. The Hirer shall not do or omit to do anything which might vitiate, impair or derogate from the cover under either or both of those insurance policies or which might prejudice any claim under either or both of those insurance policies;
20. The Hirer will promptly pay any deductible or excess payable or retained in connection with any claim made in respect of any liability or risk covered by either or both of those insurance policies; and immediately notify the Shire of Dardanup in writing of any occurrence that may give rise to a claim under either or both of those insurance policies and thereafter keep Council informed of developments concerning the claim.

CANCELLATIONS

21. All cancellations must be received in writing (or by email) by the Recreation Centre Manager no less than 30 days prior to cancellation date.
22. Cancellations received with a minimum 30 days' notice will receive a 50% refund (or reduction in liability) of facility hire fees.
23. Cancellations received with less than 30 days' notice will remain liable for 100% of the contracted fee.
24. The Hirer cannot assign, or sub-hire the booking.
25. Subject to availability, in addition Casual Hire bookings may be made in addition to the Seasonal Hire Contract. Normal hire fees will apply.

EMERGENCY/FIRST AID

26. The Hirer is responsible for first aid for persons connected to the hirer's booking. And in the event of an emergency, has appropriate measures in place to handle any given situation.
27. The Hirer must take direction from Shire of Dardanup officers in the case of an emergency.

ALCOHOL

28. No alcohol is to be taken into the Eaton Recreation Centre.
29. No alcohol is to be consumed within any Shire of Dardanup land or premises without prior consent to consume liquor on Shire of Dardanup premises. Prior approval is required in writing from the Chief Executive Officer.

FEES AND CHARGES

30. The Hirer is liable for fees and charges under this contract.
31. Upon acceptance of the Seasonal Facility Hire Contract, the Shire of Dardanup will issue a Tax Invoice to the Hirer.
32. Invoices are payable in full or by fortnightly direct debit installments. Payment arrangements may be made by contacting Shire of Dardanup Debtors Officer - 9724 0018.
33. Shire of Dardanup reserves the right to cancel the contact if the Hirer fails to pay amounts owing under the contract or agreed Direct Debit plan. Failure to pay may jeopardise future bookings with the Eaton Recreation Centre.
34. The Hirer will be liable for additional facility usage outside of the contracted usage at normal hire rates.

DECORATIONS

35. The Hirer is not permitted the use of any adhesive materials to secure signs, posters or decoration on any internal or external wall or floor surfaces. Nails, screws or any other fastenings must not be driven into or attached in any way to the walls, floors, timberwork, furniture or fittings. The Hirer is liable to Council for full restoration and repair costs in connection with any damage resulting from this action.
36. The hirer must obtain Shire of Dardanup approval for the erection of any signs outside the premises.

FURNITURE AND EQUIPMENT

37. The hirer is responsible for the cost of making good any damage caused to the premises, furniture or fittings during the course of the Hirer's use or occupation of the premises, including scratches on floors caused by items being dragged across floor surfaces. Table and chair trolleys are to be used where available.
38. The Hirer must report immediately to the Centre Manager any damaged or dangerous electrical fittings and ensure that steps are taken to prevent use of the same until repaired.
39. The setting up of tables, chairs and other equipment is the responsibility of the Hirer unless otherwise agreed to in advance with the Centre Manager.
40. Shire of Dardanup owned furniture and fittings must not be removed from the premises.
41. All equipment belonging to the Hirer shall be contained neatly within the agreed area.
42. Any equipment brought onto Shire of Dardanup premises for use by the Hirer in connection with the hire booking shall comply with prevailing Occupational Health & Safety laws and regulations.
43. Prior approval is required from Eaton Recreation centre manager for any equipment to be stored on the premises. The Hirer is responsible for any equipment and/or goods stored should approval be obtained.

SMOKING/NAKED FLAMES

44. The Hirer is responsible for ensuring no smoking on the premises.
45. Sparklers and/or naked flames are not permitted within the premises.

CHECKLIST FORM SEASONAL FACILITY HIRE

Date stamp

Please tick

- I am over 18 years of age
- I have read the Facility Hire Application Package
- I have completed Form 40 - Seasonal Facility Hire Application Form (please note all applications for Seasonal Facility Hire must be on this form)
- I have attached the following documentation:
- Certificate of Currency for Public Liability Insurance (see application package for more information)
 - Requested hire dates and times (please ensure the requested times include adequate set up and pack up times)
 - Copy of current WA Driver's License or Photo ID that displays current address
 - Certificate of Corporation (if applicable)
 - Details of authorised persons who may make amendments on hirers behalf
- I have signed Form 40 – Seasonal Facility Hire Application Form

Please submit Form 40 – Seasonal Facility Hire Application Form to the Eaton Recreation Centre by the close of application date.