

Form 404 – Application to Hire Tables & Chairs



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Section A – Applicant Details

Name/Organisation:

Surname:

Address:

Phone:

Mobile:

Email:

Section B – Hire Detail

Dates Of Hire:

Proposed Use:

Number of Tables:

Number of Chairs:

Collection Date & Time:

Return Date & Time:

Tables & Chairs To be Picked Up & Returned By:

Section C – Authorisation

By executing this document I have read, understood and agree to be bound by;
 The conditions of hire contained on page 2;

The release and indemnity contained on pages 2 and 3

Signature:

Date:

Section D – Office Use Only

- Entered on Facility Hire Calendar
- Notice to DOE, WC, Town Forman

Authorised Officer Signature:

Date:

Hire Processed By:

Date:

Bond:	<input type="text"/>
Hire:	<input type="text"/>
Total:	<input type="text"/>
Receipt Number:	<input type="text"/>
GL Trust Number	<input type="text"/>

Section E – Conditions Of Hire

1. The bond shall be paid by the Hirer five (5) working days prior to the date of use of the Tables & Chairs ("the tables & chairs"). Carpentaria Shire Council ("Council") reserves the right to hire the tables & chairs to other interested parties should this Bond not be received.
2. Hire fees shall be paid in full, two (2) working days prior to the date of hire of the tables & chairs.
3. Hirers found misusing tables & chairs shall be charged for cleaning and for any damage incurred. Therefore this may jeopardise the future use of Council's equipment and facilities by the Hirer or their organisation. The property must only be used for the purposes described on this Application Form.
4. Council will ensure the tables & chairs are in a clean and tidy state prior to the commencement

- of hire.
5. The tables & chairs shall be left by the Hirer in a clean and tidy state. This includes:
 - a) Wiping down each individual table and chair to ensure it is clean.
 - b) Neatly stacking tables & chairs awaiting pick up by Council or on return to designated area.
 6. All tables & chairs are to be maintained by Council to ensure that they are in a safe and working condition.
 7. A Council officer will complete a checklist relating to the condition of the tables & chairs once they have been returned. A copy of this report will be available from Council's Head Office. This report will be used to determine whether or not the security deposit will be refunded.
 8. The Hirer will be responsible for any damage to the tables & chairs during the period of hire and agrees to bear the full cost of reinstatement of such damage or loss.
 9. Council is entitled to deduct from the security deposit the costs associated with repairing and/or replacing any breakages, or damage to, the tables & chairs
 10. The Hirer must obtain and maintain in force the following insurances:
 - a) public liability insurance covering legal liability to pay for personal injury, property damage and any other liability arising out of or in any way connected with the Hirer's use or occupation of Council's tables and chairs; and
 - b) property damage insurance covering all property for which the Hirer is responsible (including all Plant and Equipment where applicable) for its full replacement value; with a limit of liability of not less than \$10,000,000.00 on a per occurrence basis.
 11. Each insurance policy must bear an endorsement noting Council as an interested party on each and any policy of insurance obtained by the Hirer. The endorsement of a Certificate of Currency will not comply with this requirement.
 12. All insurance arranged by the Hirer must be effected with a reputable insurer on terms approved by Council, such approval not to be unreasonably withheld.
 13. The Hirer must, upon written request, provide Council with copies of any policy of insurance and evidence of its currency within 14 days of receipt of such request.
 14. The Hirer is responsible for the cost of obtaining insurance, including the payment of any deductible or excess amount, with no contribution from Council.
 15. The Hirer is responsible for bringing to the attention of all who use the table and chairs of the Conditions of Hire.

Section F – Release & Indemnity

Risks Associated With Use of the Council's Tables & Chairs ("the tables & chairs")

I acknowledge that use of tables & chairs may pose danger by:

- the serviceability and condition of the tables and chairs;

- the risk of physical injury involved with the use of the tables and chairs
- operations being conducted;
- the actions, intentional or careless, of persons using the tables and chairs, including persons not authorised; and
- weather conditions (e.g. lightning or strong winds).

Supervision for use of tables & chairs

Further, I acknowledge that:

- adults must ensure their own safety while using or near the tables and chairs
- the supervision of children and others unable properly to ensure their own safety remains **AT ALL TIMES** the responsibility of their **PARENTS OR GUARDIANS** and **NOT** the responsibility of Carpentaria Shire Council ("Council"), irrespective of whether Council provides a instructor or any other form of monitoring or supervision.

Disclaimer

I understand that (except to the extent required by legislation and cannot be excluded) Council and its employees, contractors and agents (collectively "representatives") accept no responsibility for ensuring the safety or security of persons who use the tables and chairs.

In particular, I understand that (except to the extent required by legislation and cannot be excluded) Council and its representatives accept no contractual obligation, no general law duty and no statutory duty of care to ensure the safety of persons or their property during the use of the tables and chairs, and I accept that Council and its representatives will not be responsible to any person, under any circumstance, for:

- death, illness or injury suffered while using the tables & chairs;
- death, illness or injury suffered as a result of the use (as intended or inappropriately) of the tables and chairs; or
- loss or destruction of, or damage or injury to, the property of any person while using the tables and chairs, or resulting from anything that occurs.

I acknowledge that rights that may be implied by legislation into a contract as a consumer of goods and services are specifically excluded.

Release and Indemnity

In return for being permitted to use the tables and chairs (with or without the payment of a fee):

1. I acknowledge that, together with those in my care, I attend and use the tables and chairs voluntarily, fully appreciating and accepting the risk that I, and any person in my care, may suffer or sustain with the tables and chairs, or as a result of something that occurs, illness, injury, death, or property loss or damage, irrespective of cause;
2. I acknowledge that I have read and understood the Conditions of Use of the tables and chairs and that are attached to this document and agree to abide by those terms and conditions of use whilst I attend and use this equipment.
3. I shall indemnify and release Council and its employees, contractors and agents (collectively

“representatives”) against all losses, costs, damages, claims, liens, actions, liabilities or proceedings whatsoever or howsoever arising, regardless of the form of the action, whether in contract, tort (including negligence), breach of statutory duty or otherwise in respect of:

- a) any loss or theft of or injury or damage to any property, real or personal, arising out of or in any way connected with the use or occupation of the hire of tables and chairs;
- b) personal injury to or death of any person (including any representative of Council) arising out of or in any way connected with the use or occupation of the hire of tables and chairs;
- c) any breach of the Conditions of Hire to the hire of tables and chairs;
- d) or in any way relating to the condition of the tables and chairs; except to the extent that the losses, damages, claims, liens, actions, liabilities or proceedings are the result of any negligent or wilful act or omission of Council.

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