

Application To Hire John Henry Memorial Oval



Postal Address
 PO Box 31
 Normanton QLD 4890

Administration
 Ph: 07 4745 2200
 Fax: 07 4745 1340

Internet
www.carpentaria.qld.gov.au
council@carpentaria.qld.gov.au

Section A – Applicant Details

Name/Organisation:

Surname:

Address:

Phone:

Mobile:

Email:

Section B – Hire Detail

Dates Of Hire:

Proposed Use:

Will Alcohol be Consumed at the Facility?
 Yes (hirer Consents to Council notifying Queensland Police of the hire in the interest of public safety)
 No

Section C – Authorisation

By executing this document I have read, understood and agree to be bound by;
 The conditions of hire contained on pages 2 and 3;
 The release and indemnity contained on pages 5 and 6
 Signature:

Date:

Section D – Office Use Only

Entered on Facility Hire Calendar
 Notice to DOE, WC, Town Forman, LLO
 Notice to MFAA (if alcohol being consumed)

Authorised Officer Signature:

Date:

Hire Processed By:

Date:

Bond:	\$578.00
Hire:	\$179.00 per day
Total:	
Receipt Number:	
GL Trust Number	

Section E – Conditions Of Hire

John Henry Memorial oval - Conditions of Hire

1. The bond shall be paid by the Hirer five (5) working days prior to the date of use of the Normanton John Henry Memorial oval Carpentaria Shire Council (“Council”) reserves the right to hire the John Henry Memorial Oval 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 John Henry Memorial oval
3. Hirers using any part of the facility not stated on the application form shall be charged for cleaning and for any damage incurred. Use of areas not specifically hired may jeopardise the future use of the facility 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 John Henry Memorial oval are in a clean and tidy state prior to the commencement of hire.
5. The John Henry Memorial oval shall be left by the Hirer in a clean and tidy state. This includes:
 - a) Toilets to be left in a clean and tidy state, with no litter remaining;
 - b) Grounds to be left in a clean and tidy state, with no litter remaining;

Council is entitled to deduct from the security deposit any costs for cleaning if the show grounds is not left in a clean and tidy state.

6. Bins are available from Council for the reception of refuse.
7. All electrical and plumbing fittings will be maintained by Council in a safe and working condition.
:
8. The collection of the key from Council is the responsibility of the Hirer.
9. A Council officer will complete a checklist relating to the condition of the John Henry Memorial oval on the morning of hire. A copy of this report will be available with the key. If this report is considered inaccurate, the Hirer is to contact Council as soon as possible prior to the commencement of hire.
10. A second report will be completed by a Council officer as soon as practicable after the hire has concluded and a copy will be available from Council’s Head Office. This report will be used to determine whether or not the security deposit will be refunded. No refund is possible until the second report is completed.
11. The Hirer will be responsible for any damage to, or any part of the John Henry Memorial oval

during the period of hire and further agrees to bear the full cost of reinstatement of such damage or loss.

12. Council is entitled to deduct from the security deposit the costs associated with repairing and/or replacing any breakages at, or damage to, the show grounds, including loss or damage to the buildings, fixtures, grounds, equipment or facilities at the show grounds.
13. 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 the show grounds; 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.
14. 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.
15. 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.
16. 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.
17. The Hirer is responsible for the cost of obtaining insurance, including the payment of any deductible or excess amount, with no contribution from Council.
18. The Hirer is responsible for bringing to the attention of all who enter and use the show grounds of the Conditions of Entry.

WARNING: CONDITIONS OF ENTRY

Please read these conditions carefully

Warning: Risks Associated John Henry Memorial oval

Carpentaria Shire Council (“Council”) has provided the John Henry Memorial oval for enjoyment by the public, but Council warns all prospective entrants to the show grounds that, irrespective of the purpose for which you enter, there may be dangers to person and property posed by:

- the nature of the John Henry Memorial oval and its facilities and all equipment contained therein;
- the serviceability and condition of the John Henry Memorial oval and the facilities;
- the risk of physical injury from physical activity involved with the use of the facilities or the equipment at the John Henry Memorial oval
- operations being conducted at the John Henry

Memorial oval

- the actions, intentional or careless, of persons at the show grounds, including persons not authorised to be there; and
- weather conditions (e.g. lightning or strong winds).

Supervision of users of the John Henry Memorial oval

Adults enter and use the John Henry Memorial oval at their own risk.

The supervision of children and others unable properly to provide for their own safety remains **AT ALL TIMES** the responsibility of their **PARENTS OR GUARDIANS**.

Council is **NOT** responsible for the supervision of children and others unable properly to provide for their own safety, irrespective of whether Council provides an instructor or any other form of monitoring or supervision at the John Henry Memorial oval

Council may refuse any person permission to enter the John Henry Memorial oval, and may require any person to leave the John Henry Memorial oval, in Council's absolute discretion and without giving a reason.

Disclaimer

Except to the extent required by legislation and which cannot be excluded, neither Council nor any of its employees, contractors or agents (collectively "representatives") accept responsibility for ensuring the safety or security of persons who enter the show grounds.

In particular (except to the extent required by legislation and which 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 within or near the John Henry Memorial oval. Further, Council and its representatives will not be responsible to any person, under any circumstance, for:

- death, illness or injury suffered at the show grounds, or resulting from an occurrence there;
- death, illness or injury suffered as a result of the use (as intended or inappropriately) of the facilities or the equipment at the show grounds ; or
- loss or destruction of, or damage or injury to, the property of any person at the show grounds , or resulting from anything that occurs there.

Release and Indemnity

Irrespective of whether they do so with the permission of Council or any of its representatives, and irrespective of whether they pay Council a fee for permission to do so, persons using the John Henry Memorial oval do so upon the following conditions:

1. Each person who uses the John Henry Memorial oval acknowledges that, together with those in his/her care, he/she attends and uses the John Henry Memorial oval voluntarily, fully appreciating and accepting the risk that he/she, and any person in his/her care, may suffer or sustain at the show grounds , or as a result of something that occurs there, illness, injury, death, or property loss or damage, irrespective of cause.

2. Each such person releases Council and each of its representatives from responsibility for illness, injury or death, and for property loss, destruction or damage the person suffers or sustains, irrespective of cause, while at

the show grounds or as a result of anything that occurs there.

3. Each such person undertakes to indemnify Council and each of its representatives against any liability, loss or expense sustained or incurred by them or any of them through being held responsible for:

- illness, injury or death to that person, or to any person in that person's care; or
- property loss, destruction or damage sustained by that person, or sustained by the owner of any property in that person's possession or under his/her control, or in the possession or under the control of anybody in that person's care, at the show grounds or as a result of something that occurs at the John Henry Memorial oval.

RELEASE & INDEMNITY

Risks Associated With Use of the Normanton Show Grounds ("the show grounds")

I acknowledge that at the John Henry Memorial oval there may be dangers posed by:

- the nature of the John Henry Memorial oval and all its facilities and all equipment contained therein;
- the serviceability and condition of the John Henry Memorial oval and the facilities;
- the risk of physical injury from physical activity involved with the use of the facilities or the equipment at the John Henry Memorial oval;
- operations being conducted at the John Henry Memorial oval;
- the actions, intentional or careless, of persons at the show grounds, including persons not authorised to be there; and
- weather conditions (e.g. lightning or strong winds).
-

Supervision of users of the John Henry Memorial oval

Further, I acknowledge that:

- adults must ensure their own safety while at or
- 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 an instructor or any other form of monitoring or supervision at the John Henry Memorial oval.

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 enter the John Henry Memorial oval.

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 within or near the John Henry Memorial oval, and I accept that Council and its representatives will not be responsible to any person, under any circumstance, for:

- death, illness or injury suffered at the show grounds, or resulting from an occurrence there;
- death, illness or injury suffered as a result of the use (as intended or inappropriately) of the facilities or the equipment at the show grounds; or
- loss or destruction of, or damage or injury to, the property of any person at the show grounds, or resulting from anything that occurs there.

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 show grounds (with or without the payment of a fee):

1. I acknowledge that, together with those in my care, I attend and use the show grounds voluntarily, fully appreciating and accepting the risk that I, and any person in my care, may suffer or sustain at the show grounds, or as a result of something that occurs there, illness, injury, death, or property loss or damage, irrespective of cause;
2. I acknowledge that I have read and understood the Conditions of Entry to the show grounds that are attached to this document and agree to abide by those terms and conditions of use whilst I attend and use this facility.
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 John Henry Memorial oval
 - 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 John Henry Memorial oval
 - c) any breach of the Conditions of Hire or Conditions of Entry to the John Henry Memorial oval
 - d) or in any way relating to the condition of the show grounds;

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.

Collection Notice: The personal information collected on this form is for purpose of carrying out the Local Government functions in administering the relevant legislation and will not be disclosed to any other party unless authorised or required by law.