

Form 410 – Application to Hire Normanton Shire Hall



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Normanton QLD 4890

Administration
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Section A – Applicant Details

Name/Organisation:

Contact Person:

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

Number of Tables:

Number of Chairs:

Kitchen Required:
 Yes
 No

BBQ Required:
 Yes
 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:

The key to the Normanton Shire Hall shall be collected by the Hirer before 4pm on the business day prior to use and returned to the Council's Head Office as soon as practicable after the completion of hire.

Section D – Office Use Only

Entered on Facility Hire Calendar
 BBQ Required
 Notice to DOE, WC, Town Forman
 Notice to MFAA (if alcohol being consumed)
 Email to Key Request

Authorised Officer Signature:

Date:

Hire Processed By:

Date:

| | |
|------------------|------------------|
| Shire Hall Bond: | \$578.00 |
| Shire Hall Hire: | \$462.00 per day |
| Total: | |
| Receipt Number: | |
| GL Trust Number | |

Section E – Conditions of Hire

House Keeping

Normanton Shire Hall - Conditions of Hire

The bond shall be paid by the Hirer five (5) working days prior to the date of use of the Normanton Shire Hall ("the hall"). Carpentaria Shire Council ("Council") reserves the right to hire the hall to other interested parties should this Bond not be received.

Hire fees shall be paid in full, two (2) working days prior to the date of hire of the hall.

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.

Council will ensure the Shire Hall is in a clean and tidy state prior to the commencement of hire.

The Shire Hall shall be left by the Hirer in a clean and tidy state. This includes:

- Sweeping of internal areas if required.
- Cleaning of the BBQs.
- Returning of chairs to their designated area.
- Toilets to be left in a clean and tidy state, with no litter remaining.
- Grounds to be left in a clean and tidy state, with no litter remaining.
- All equipment and facilities and windows, louvres and doors are to be always secured by the Hirer upon leaving the hall.
- Council is entitled to deduct from the security deposit any costs for cleaning if the Shire Hall is not left in a clean and tidy state.
- Bins are available from Council for the reception of refuse.

A fire extinguisher is located at the front entry, left hand rear wall, kitchen and in the front office. In addition, a fire blanket is also located on the wall in the kitchen.

All electrical and plumbing fittings will be maintained by Council in a safe and working condition.

A Council officer will complete a checklist relating to the condition of the hall 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.

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 the security deposit will be refunded. No refund is possible until the second report is completed.

The Shire Hall key will be available for collection from Council's Head Office at the following times:

| Time of Hire | Key Available | Key to be Returned |
|----------------------------------|---------------|--------------------|
| Full Day or Part Thereof 8am-6pm | 3pm – 4.30pm | Next Day |
| Evening | Previous Day | Before midday |
| Weekends | 3pm-4.30pm | Next Day |
| | Same Day | Before midday |
| | 3pm-4.30pm | Monday |
| | Friday | Before midday |

Section E – Conditions of Hire

The collection of the key from Council is the responsibility of the Hirer. The key to the hall shall be returned by the Hirer to Council's Head Office as soon as practicable after completion of the hire of the hall and no later than 12:00 pm on the first working day following the hire of the hall.

Failure to return the key by this time will entitle Council to charge a fee for a replacement key and lock to the hall.

The Hirer will be responsible for any damage to, or loss of furniture, fittings, equipment, or any part of the hall during the period of hire and further agrees to bear the full cost of reinstatement of such damage or loss.

Council is entitled to deduct from the security deposit the costs associated with repairing and/or replacing any breakages at, or damage to, the hall, including loss or damage to the buildings, fixtures, grounds, equipment, or facilities at the hall.

No camping within the grounds is permitted.

Strictly no animals allowed.

The Hirer must obtain and maintain in force the following insurances:

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 hall; and
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.

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.

All insurance arranged by the Hirer must be affected with a reputable insurer on terms approved by Council, such approval not to be unreasonably withheld.

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.

The Hirer is responsible for the cost of obtaining insurance, including the payment of any deductible or excess amount, with no contribution from Council.

The Hirer is responsible for bringing to the attention of all who enter and use the hall of the Conditions of Entry.

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

WARNING: CONDITIONS OF ENTRY

Please read these conditions carefully

Warning: Risks Associated with Normanton Shire Hall ("the hall")

Carpentaria Shire Council ("Council") has provided the hall for enjoyment by the public, but Council warns all prospective entrants to the hall that, irrespective of the purpose for which you enter, there may be dangers to person and property posed by:

the nature of the hall and its facilities and all equipment contained therein.

the serviceability and condition of the hall and the facilities;

the risk of physical injury from physical activity involved with the use of the facilities or the equipment at the hall; operations being conducted at the hall.

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

Supervision of users of the hall

Adults enter and use the hall at their own risk.

The supervision of children and others unable properly to provide for their own safety ALWAYS remains 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 hall. Council may refuse any person permission to enter the hall, and may require any person to leave the hall, 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 hall.

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 hall. Further, Council and its representatives will not be responsible to any person, under any circumstance, for: death, illness or injury suffered at the hall, 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 hall; or

loss or destruction of, or damage or injury to, the property of any person at the hall, 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 hall do so upon the following conditions:

Each person who uses the hall acknowledges that, together with those in his/her care, he/she attends and uses the hall voluntarily, fully appreciating and accepting the risk that he/she, and any person in his/her care, may suffer or sustain at the hall, or because of something that occurs there, illness, injury, death, or property loss or damage, irrespective of cause.

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 hall or as a result of anything that occurs there.

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 hall or as a result of something that occurs at the hall.

Commonwealth's liability

Notwithstanding any provision to the contrary in this contract for venue hire, the Commonwealth of Australia (however described in this contract) will not be liable to the venue owner or any other person or occupier of the venue (however described) for any loss or damage (including consequential losses) in connection with the Commonwealth's hire of the venue: notified to the Commonwealth more than 12 months after the first day of hire of the venue; or for an amount which in aggregate is \$5 million or more; or to the extent that such loss or damage was caused by the negligent or willful act of employees, contractors or subcontractors of the owner or occupier of the venue.

RELEASE & INDEMNITY

Risks Associated with Use of the Normanton Shire Hall ("the hall")

I acknowledge that at the hall there may be dangers posed by:

the nature of the hall and its facilities, including but not limited to: access steps, the outdoor area, flag pole, toilet block, stove, kitchen area (collectively referred to as "the facilities") and all equipment contained therein; the serviceability and condition of the hall and the facilities.

the risk of physical injury from physical activity involved with the use of the facilities or the equipment at the hall. operations being conducted at the hall.

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

Supervision of users of the hall

Further, I acknowledge that:

adults must ensure their own safety while at or near the hall.

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 hall.

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 shire hall.

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 hall, 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 hall, 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 hall; or

loss or destruction of, or damage or injury to, the property of any person at the hall, 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 hall (with or without the payment of a fee):

I acknowledge that, together with those in my care, I attend and use the hall voluntarily, fully appreciating and accepting the risk that I, and any person in my care, may suffer or sustain at the hall, or as a result of something that occurs there, illness, injury, death, or property loss or damage, irrespective of cause.

I acknowledge that I have read and understood the Conditions of Entry to the hall that are attached to this document and agree to abide by those terms and conditions of use whilst I attend and use this facility.

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:

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 hall;

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 hall;

any breach of the Conditions of Hire or Conditions of Entry to the hall;

or in any way relating to the condition of the hall; except to the extent that the losses, damages, claims, liens, actions, liabilities or proceedings are the result of any negligent or willful act or omission of Council.

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