



KATHERINE TOWN COUNCIL FACILITY HIRE/USER AGREEMENT

HIRER/USER INFORMATION

Name of Hirer/User:					
Name to be Used on Invoice:					
Postal Address for Invoice:					
Name of Representative:					
Postal & Street Address:					
PHONE/ MOBILE		FAX		EMAIL	

HIRE DETAILS

Hire Purpose:				
Date(s) & Time(s):				
Type of Hire:	½ Day	Daily	Short Term	Long Term
Expected Numbers Attending:		Expected Number of Campers		Powered/Unpowered

FACILITY AND/OR EQUIPMENT REQUIREMENTS

Venue:	List of facilities required:		
(1)	(2)		
(3)	(4)		
(5)	(6)		
(7)	(8)		
(9)	(10)		
Equipment Requirements <small>(Hire Rates Apply)</small>	(1)	(2)	
Tea/Coffee Requirements <small>(Please Circle) (\$3.15 per person)</small>	Numbers:	YES	N

PLEASE READ AND SIGN THE TERMS AND CONDITIONS ON THE BACK OF THIS FORM

OFFICE USE ONLY

FACILITY HIRE COST:	\$	Copy of the emergency action plan provided to hirer/user: Copy of facility map provided to hirer/user. YES NO (Please Circle)		
CAMPING COSTS:	\$			
TEA/COFFEE COSTS:	\$			
POWER REQUIREMENTS	LOW	MEDIUM	HIGH	
POWER COST:	\$	Keys Supplied		Returned
DEPOSIT COSTS:	\$	Deposit is returned to name on form at the completion of the hire and after an inspection is finalised		
EQUIPMENT HIRE COSTS:	\$	Copy of Public Liability Policy Attached: YES NO (Please Circle)		
KEY DEPOSIT COSTS:	\$			
TOTAL HIRE COSTS	\$	Copy of COVID-19 Safety Plan Attached: YES NO (Please Circle)		

PLEASE ENSURE YOU READ AND SIGN THE TERMS AND CONDITIONS

Paying by Credit Card	<p style="text-align: center;">Card Type: Master Card Visa Bank Card</p> <p>Card Number: _____ - _____ - _____ - _____</p> <p style="text-align: center;">Expiry Date: ____ / ____</p> <p>Credit Card Holders Name: _____</p> <p>Cardholders Signature: _____</p> <p style="text-align: center;"><i>Please note that you will be financially liable for any costs that may be incurred due to excessive cleaning requirements on departure, loss of inventory, damage to property, loss of keys, etc.</i></p> <p>Authorised Officer: _____</p> <p style="text-align: center;">Signature: _____</p> <p style="text-align: center;">Date: ____ / ____ / ____</p>
Refund Details	<p>Council will refund your deposit to your nominated financial banking institution, please record your details below.</p> <p>Account Holder : _____</p> <p>Financial Banking Institution: _____</p> <p>BSB: _____</p> <p>Account: _____</p> <p style="text-align: center;">OFFICE ONLY</p> <p>Amount to be refunded: _____</p> <p style="text-align: center;">Date of Refund: ____ / ____ / ____</p>

Terms and Conditions

Bookings	<ul style="list-style-type: none"> • All hirers/users must have completed this “Facility Hire Application Form” • All keys are to be returned at the completion of the hire (can be dropped in the after-hours shute at the Civic Centre) • Hires/users must be 18 years or older and be in attendance at all times • Hirers/users should determine what resources are available and ensure that these are appropriate for their use • Katherine Town Council reserves the right to reject or alter any bookings in order to maximize its goals and objectives • It is the hirers/user’s responsibility to ensure they have written booking confirmation and that those details are correct • Hirer/user should provide any relevant information prior to the hire (only unpowered camping is included in Showground Hires) • Hirers should endeavour to give a minimum of 24 hours’ notice for cancellations
Supervision	<ul style="list-style-type: none"> • The hirer/user must ensure behaviour policies and emergency action plans and procedures are understood and followed. This includes, but is not limited to, the facility layout, entry/exits, emergency exits and assembly areas • The hirer/user must ensure that all reasonable directions given by Katherine Town Council staff are obeyed • The facility must be maintained in a safe condition at all times. • The hirer/user must notify Katherine Town Council of any risk, hazard, dangerous occurrence or issue relating to safety, be it human, environmental or physical • Any incident requiring first aid should be reported to Katherine Town Council • Any hirer/user and/or other person not complying with or enforcing the provision of these conditions may be directed to leave the facility by Katherine Town Council staff • Katherine Town Council takes no responsibility for any hirer/user’s personal property whilst at the facility nor does Katherine Town Council accept any responsibility for any property of any person the hirer/user allows into the facility • Without limiting the scope of the following indemnity clause, the indemnity from the hirer/user to Katherine Town Council shall include such damage to property • Any motor vehicle driven or parked in the confines of the facility is entirely at the owner’s risk and no responsibility is accepted by Katherine Town Council for theft or damage thereto and without limiting the scope of the following indemnity clause, the indemnity from the hire/user to Katherine Town Council shall include theft or damage
Set Up and Clean Up	<ul style="list-style-type: none"> • All hires must finish on time or penalties will apply (Any outside office hour requests will incur a penalty) • Set up of equipment required by the hirer/user must be incorporated into the period of the hire – additional costs apply outside of hire period • Dismantling of equipment required by the hire/user must be incorporated into the period of the hire – additional costs apply outside of hire period • Clean up time must be incorporated into the period of the hire – additional costs apply outside of hire period • Commercial hires are to organise own rubbish collection and removal • All Rodeo Arena hires are to insure dust suppression on the arena, the tilling and watering of arena
Insurance and Liability	<ul style="list-style-type: none"> • All hirers/users must maintain a public liability policy of insurance for the amount of not less than \$10 million for each and every occurrence, unlimited during the period of use • Hirers/users must provide Katherine Town Council with a copy of a certificate of currency or cover note on the above public liability policy of insurance • The hirer/user must indemnify Katherine Town Council from and against all actions, claims, penalties, demands, costs, expenses or damages in any way related to any act or omission of Katherine Town Council or of any person acting on behalf of Katherine Town Council in respect to the use of the facility
Expectations of Behaviour	<ul style="list-style-type: none"> • Smoking is not permitted at any Katherine Town Council facility • Katherine Town Council staff may refuse entry to any person(s), if in the opinion of the staff member, such person(s) are under the influence of alcohol or drugs • Katherine Town Council staff may direct any person(s) to leave the facility, if in the opinion of the staff member, such person(s) are under the influence of alcohol or drugs • Katherine Town Council facilities and equipment must be maintained in a good condition • Replace of facility or equipment damaged through misuse will be the responsibility of the hirer/user • Katherine Town Council encourages access to all groups – any individual or group, which through their behaviour limits the enjoyment of other users, will be asked to leave the facility • Animals (with the exception of registered guide and assistance dogs) are not to enter the facility unless prior approval is given
Payment	<ul style="list-style-type: none"> • Payment for any hire must be made following receipt of confirmation and prior to the hire or at any other time as agreed by Katherine Town Council • Where the hirer/user is invoiced payment is required within 14 days of account being issued • If a hire runs for longer than the period specified, payment must be made on the day or within 7 business days or penalties will apply • The hirer/user is to advise Katherine Town Council as soon as they are aware that the hire period is likely to be extended
Cleaning	<ul style="list-style-type: none"> • All hirers/users are responsible for assisting Katherine Town Council in maintaining a clean and tidy facility • All foodstuffs, rubbish, etc is to be removed and placed in suitable/available receptacles • Any facility left in an unacceptable condition or if any deficiencies in clean up or damage are found, the hirer/user will bear the costs • Any additional cleaning requirements before/during/after the event will attract an additional fee

Marketing & Fundraising	<ul style="list-style-type: none"> • Katherine Town Council must be advised of all promotional and fundraising activities relating to the hire • The sale of items must be done by agreement – this includes the sale of food and merchandise • The sale of certain items (i.e. food) must be done in accordance with any applicable (local) law • The sale of items by the hirer/user to act as fundraising is acceptable if advise is given to Katherine Town Council prior to the sale of such items
No Single Use Plastic Policy	<p>Council has made changes regarding the disposable items that are used in Council Facilities from 1 January 2021. These products include plastic coffee cups, straws, takeaway container and many more. Single use plastic items are generally those only used a couple of times before having to be disposed of. If the hirer does not comply with the No Single Use Plastic Policy, your hire agreement could be terminated, or your event be rejected.</p>
Permit to Consume Liquor in a Public Place.	<p>On 1 October 2019, changes to the Liquor Act came into place, transferring the responsibility of issuing permits to consume alcohol from Licencing NT to the landowners as per the Liquor Act 2019, Division 6, Section 200:</p> <p>(1) The owner or occupier of a public place listed in section 171(1) may give permission for the consumption of liquor on or in all or a part of that place.</p> <p>(2) The permission may be given generally to the public or to specific persons, bodies or groups, with or without conditions.</p> <p>(3) The permission of a local council must be given by <i>Gazette</i> notice.</p> <p>As a major landowner, Katherine Town Council is now responsible for administering this process across all Council owned land including parks, gardens and reserves. A requirement of the approval process includes publication of a Gazette notice. To apply for a permit to consume liquor in a public place, please request an application for your permit, your application does require the CEO's approval. Upon approval, your application and schedule will be published in the NT Government Gazettes.</p>
Disclaimer	<p><i>I/We, the undersigned, approve of the above application on behalf of the user/hirer, and in doing so agree that Katherine Town Council and it's officers, staff, contractors and agents shall be released from, and not incur, any responsibility or liability whatsoever for any accidents or injuries, or for any damage to or loss of property to the hirer/user or persons associated with the hirer/user. I further authorize Katherine Town Council to obtain medical, and/or ambulance assistance in the case of an accident or emergency involving the hirer/user or persons associated with the hirer/user and I agree that the hirer/user or persons associated with the hirer/user will bear all costs thereby incurred.</i></p>
Signed by Hirer	
Date	