



**Shire of**  
**Gunnedah**  
Land of Opportunity

GUNNEDAH SHIRE COUNCIL

**I/we understand that:**

1. A facility agreement form is required for any organisation that wishes to book a Council facility and or conduct an activity on or within a Council facility.
2. The organiser is required to pay a fee (Fee Schedule is located on Councils website) prior to the use of the Council facility.
3. The organiser shall be responsible for all or any costs which relate specifically to the use of the facility by the organiser (for example, line marking, wicket preparation for a specific event or usage).
4. The Council facility is provided for the enjoyment of the general community.
5. Organised activities (including but not limited to competitions, training lessons/sessions, School events/visits, carnivals, fetes etc) are allowed when convenient, having regard for all facility users. Council accepts no responsibility if there is a clash with bookings. The decision of Council's Manager of Public Facilities shall be final in resolving such issues.
6. All organised activities remain at arms length from Council i.e. Council will:
  - not pay or receive any remuneration other than a user fee;
  - be indemnified by the user from any liability resulting from any organised activity; and
  - In no way be construed as employing the user or any organiser/instructor engaged by the user.
7. The organiser must complete an inspection and undertake a risk assessment of the facility prior to any use of the facility with a copy of the assessment to be forwarded to Council.
8. An event management plan may be required due to the size, nature and location of the event to be held. This will be submitted to Council prior to the event to ensure adequate actions are in place (determination is to be at the discretion of Councils Manager Public Facilities).
9. The organiser will accept the facility in the condition that it is in at the time of the Agreement.
10. The organiser will submit to Council, in conjunction with usage dates and times, a list of areas within the facility that will be utilised by the organisation.
11. The booking will only be reviewed by receipt of the original signed and witnessed agreement form along with the appropriate current copies of insurances, credentials, qualifications. The booking will be confirmed by notification from Councils bookings secretary.
12. The organiser shall at all times indemnify and keep indemnified the Council from and against all claims, demands, actions, proceedings, loss or damage of any nature which the Council may incur in connection with the use of the facilities by the organiser (except if any such claims, demands, actions, proceedings, loss or damage are as direct result of negligent or reckless acts or omissions by the Council or its employees, agents or contractors).
13. The Council shall not be liable or in any way responsible for injury, loss or damage sustained by the organiser or its patrons or invitees or for any loss or damage to any property of the organiser, its patrons or invitees (except if any such injury, loss or damage are as a direct result of negligent or reckless act or omission by Council or its employees, agents or contractors)".
14. The organiser acknowledges that the Council may refuse access to the facilities the subject of this Agreement due to inclement weather or, if in the opinion of Council (Manager Public Facilities or his delegate in his absence) the facilities are unfit for the activities of the organiser.

**Further I/we agree that:**

Any organiser/instructor/individual acting under this application will:

1. Check with Council's Overseer of Parks and Gardens for availability of an appropriate area of the facility and confine activities to any area allocated by Council's Overseer of Parks and Gardens and or his/her staff.
2. Provide current copies of credentials to Council's Manager of Public Facilities – covering appropriate instructional qualifications, professional and public insurance coverage, first aid qualifications etc.
3. Provide a copy of certificate of currency for public liability insurance cover with original signed agreement:
  - Individuals/Organisations - minimum \$10 million.
  - Schools - minimum \$20 million.

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4. Provide a copy of certificate of currency for professional indemnity insurance cover with signed agreement:
  - Individuals/Organisations - minimum \$10 million.
  - Schools - minimum of \$20 million.
5. Not create a nuisance.
6. Obey all directions given by Council staff.
7. The organiser shall ensure that all invitees and participants are adequately supervised at all times while at the facilities.
8. The organiser shall ensure that any safety hazard is notified immediately to Council. As soon as the organiser becomes aware of any such safety hazard; any such safety hazard the organiser shall withdraw all participants and invitees from the facility until Council is notified and a hazard assessment has been completed.
9. Set up and pack away all equipment associated with their activity.
10. That the user is to be responsible for damage caused by acts or omissions of the user or invitees, or clients of the user.
11. All power cords and extension sets **MUST** be tested and tagged displaying an in-date tag with details of the testing officer displayed on the tag. Power lead connections must be protected from moisture at all times and must not be laid across passageways or access ways unless they are suitably protected.
12. Accept that Council has the right to review, change and/or cancel the agreement if the terms of the agreement are not being adhered to by the organiser.
13. Return all keys and Council provided equipment back to Council in their original state within 3 days after the event.
14. Lock and switch off all facilities after use.
15. Advise Council of any changes to the agreement immediately so the correct information can be captured for service requirements and invoicing.
16. Accept the document will be finalised when the agreement has been signed by Council and the organiser has been notified.

<b>SIGNATURE OF APPLICANT</b> _____	<b>DATE</b> _____
<b>SIGNATURE OF WITNESS</b> _____	<b>DATE</b> _____
<b>GUNNEDAH SHIRE COUNCIL</b> _____	<b>DATE</b> _____