

Agreement for Use of Council Facility

LAST UPDATED 9 APRIL 2019

Date:

NAME OF FACILITY

FACILITY REQUIRED:.....

NOTE: BOOKINGS WILL NOT BE APPROVED WITHOUT AN ATTACHED RELEVANT COVID-19 SAFETY PLAN

BUSINESS/ORGANISATION DETAILS

Name of Organiser:.....

Contact Name:

Email Address:

Postal Address:

Telephone: Mobile: Fax:

Email:

Type of Activity:

Name of Local Club:

Number of People Using the Facility:

Professional/Parent Body:

INSURANCES (copies to be provided to Council Prior to use)

Company:			
Policy No:		Expiry Date:	
Public Liability (\$)			
Professional Indemnity (\$)			
Vehicles, Plant and Equipment (\$)			
Other (please specify)			

I wish to apply to Council for the use of the Gunnedah Shire Council facility for the purposes outlined above on the following occasion(s). Note: Please attach further information if provided space is not sufficient.

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.
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; and 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. 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.
12. Return all keys and Council provided equipment back to Council in their original state within 3 days after the event.
13. Lock and switch off all facilities after use.
14. Advise Council of any changes to the agreement immediately so the correct information can be captured for service requirements and invoicing.
15. Accept the document will be finalised when the agreement has been signed by Council and the organiser has been notified.

DECLARATION

Name (print):

Signature: Date:

Witness (print):

Signature: Date:

Council Officer Approval (print):

Signature: Date: