

Equipment Hire Form 2022/2023



Organisation/Name: _____

Address: _____

Telephone: _____ Mobile: _____

Date of Application: _____ Date/s Required: _____

Time/s Required: _____

Email: _____

Purpose: _____

Insurance Policy Number: _____ Copy of Insurance Policy attached: YES / NO

Public liability options

1. A hirer of a Council facility is covered under the McKinlay Shire Council LGM Casual Hirers Liability cover if that hirer uses the Council facility up to 10 times per 1 year period ☐ less than 10 days
2. A hirer of a Council facility is exempt from the McKinlay Shire Council LGM Casual Hirers Liability cover due to
 - ☐ hirer for more than 10 days per 1 year period
 - ☐ commercial business or government agency
 - ☐ alcohol will be served
 - ☐ large outdoor event/festival/carnival with multiple stakeholders, commercial business and/or participants
 - ☐ certificate of currency sightedThe certificate must indicate the cover is intended to protect the individual hirer for their liability whilst using the Council facility, extending to any party involved in the activities ultimately undertaken. That is, the cover may be not only for the liability of the hirer but also any other party involved in arranging or assisting with the activities as appointed / authorised by the hirer.
 - ☐ hirer understands their responsibility to ensure the cover is adequate

In addition for events including alcohol submit the following:

- ☐ a *Community Liquor Permit* or an *Alcohol, Safety and Event Management Plan*
 - ☐ Evacuation and site plan (please ask for templates)
 - ☐ A valid Responsible Serving of Alcohol certificate
 - ☐ A copy of the Security Providers Licence number (for high risk events)
- and contact Julia Creek Police Officer in Charge to advise them of your event.

Quantity Required	Particulars (GL: 2750-1200-0)	Hire Charge	Cost	Property Returned in Good Condition / Clean
	Iron Chairs	\$10.30 per 10 chairs		
	Tables	\$13.40 per table		
	Chairs/Tables not returned by first working day	\$18.50 per 10 Chairs or \$13.40 per table		
	Smoke Machine	\$50.00 / Day		
	Disco Light	\$40.00 / Day		
	PA System (Small Only) (Use only in Council facilities)	\$81.50 / Day		
	PA System (Large Only) (Use only in Council facilities)	\$106.00/ Day		
	Projector (Onsite Only)	\$18.50 / Day		
	Projector (Offsite Only) + screen	\$57.00 / Day		
	Wheelie Bins	\$ 9.30 per Bin		
	Wheelie Bin Delivery	\$25.00 minimum Charge & \$25.00 per hour after first hour		
	Delivery Charge within Julia Creek only (chairs, tables, BBQ)	\$72.00 minimum charge & \$72.00 per hour after first hour		
ADD ONE DEPOSIT CHARGE TO ALL ITEMS HIRED G.L. Code 9991-5740-0000			\$200.00	
<u>NOTE: DEPOSIT MUST BE PAID SEPERATELY</u>		TOTAL DUE		Date Paid:

Do you already have a deposit held with the council? Yes / No

If **NO**, would you like the Mckinlay Shire Council to hold your deposit for future hires? Yes / No

If you answered **NO** to both questions, please fill out below:

If the conditions of the equipment have been deemed satisfactory after it has been returned your deposit will be refunded.

Please tick which method you would prefer this refund and fill in the necessary details

Bank Transfer ☐

BSB: _____

Account Number: _____

Cheque ☐

Postal Address: _____

- I have read the hire conditions listed overleaf and agree to hire the above on these conditions.

Signed: _____ Date: _____

OFFICE USE ONLY

Deposit Receipt Number: _____ Processed by: _____ Date: _____

Hire Fee Receipt Number: _____ Processed by: _____ Date: _____

REQUEST WAIVER FORM ATTACHED: YES NO N/A

Booking and Confirmation

No bookings will be placed until the attached form is filled out in full and returned either in person to McKinlay Shire Council Office or by return fax to 47467549 or email to reception@mckinlay.qld.gov.au. Changes can be made at any time through the same method and as with the original booking, subject to availability. If the proposed hirer is a club the application must include the personal undertaking by the President and Secretary of the club. Please Note: A \$200 security bond must be lodged with Reception upon booking as a guarantee of fulfillment of these conditions and as security against damage to the building or any fitting, and furniture contained therein and for any cleaning arrange by the Council resulting from the hirer's use of the premises. Hire fees are to be lodged prior to the hire of the venue.

Conditions of Hire

(Please take note of all two conditions of hire: 1. General, 2.Repairs, 3. Cancellation)

1. General

- 1) Hirer must be eighteen (18) years or over. Hirers under the age of 21 years must have the application form completed by an adult who will be supervising the function. The person completing the application form and whose signature appears on the same is subject to these terms and conditions.
- 2) Hirers that are granted permission to use the equipment shall not assign the right of use to any person, organisation to body.
- 3) The bond is refunded if the equipment is left in good condition on the first working day after Council inspection. The hirer shall be liable on demand by the (nominated Council Officer) to pay any further amount in excess of such bond to meet the full cost of such damage or loss. If there is no breach of the conditions of usage or damage to the equipment therein or abnormal cleaning the deposit will be returned within (2) weeks of the return of the equipment.
- 4) Council staff have no authority to waive hire fees. Written application to Council is required.
- 5) The hirer will indemnify and keep indemnified the Council from and against all actions, suits, proceedings, claims and demands which might be brought and maintained or made against the Council:
 - a. A breach by the hirer of this agreement: or
 - b. By any of the servants or agents of the hirer for any cost occasioned by or arising from the use of the equipment;

- c. Any negligent, unlawful, wilful or fraudulent act or omission of the hirer or it's officers, agents, employees or contractors in connection with this agreement
 - d. By any person or persons arising out of or occasioned by any act or omission on servants by agents to observe these terms and conditions; or
 - e. By any person or persons however arising, out of loss, theft or damage to any property or person, when using the equipment.
- 6) The Chief Executive Officer has been delegated authority to refuse or approve hire of Council Property and may withdraw from hire any item which may have been previously hired, when it is in the Council's interest to do so.
 - 7) If the hirer commits, permits or allows any breach or default in the performance and observance of any of these conditions the Council may terminate the permission to use the equipment and the hirer shall immediately return the equipment and the security deposit shall be forfeited to the Council.
 - 8) Neither the Council nor its servants shall be liable for any loss or damage sustained by the hirer or any person, firm or corporation entrusting to or supplying any article or thing to the hirer by reason of any such article or thing being lost, damaged or stolen. The hirer hereby indemnifies the Council against any claim by any such person, firm or corporation in respect of such article or thing.
 - 9) In the event of any dispute or difference arising as to the interpretation of these conditions, or any matter or thing contained therein the decision of the Chief Executive Officer thereon shall be final and conclusive.

2. Repairs

- 1) The hirer shall be responsible for and shall make good or repair to the satisfaction of the Council all damages to the equipment occurring during the use and caused by the negligence or default of the hirer, their agents or any other person using the equipment pursuant to or in exercise of the rights or of any of the rights hereby granted to the hirer.
- 2) If the hirer shall fail to neglect or refuse to make good or repair any damage for which they are responsible as referred to in the proceeding paragraph the council shall be at liberty to repair and make good the equipment and the hirer shall pay to the Council upon demand all cost reasonably incurred by the Council in so doing.
- 3) The hirer will be invoiced the cost plus GST for any equipment damaged or lost.

Equipment

All equipment must be collected during weekdays and returned during weekdays, notify a member of the Administration staff of when you intend to collect the equipment as access to the areas will need to be arranged.

Tables

- Must be collected from the shire hall between the hours of 8.30am and 4.30pm
- Must be returned the following weekday no later than 4.30pm
- Ensure the tables are clean and undamaged

Iron Chairs

- Must be collected from the Parks and Gardens Depot on Old Normanton Road
- **CHAIRS MUST BE COLLECTED AND RETURNED BEFORE 3PM WEEKDAYS**
- Ensure the chairs are clean and undamaged

BBQ

- Must be collected from the CSA Building in Julia Street
- Must be brought back clean
- Must be collected and returned between the hours of 8.30am and 4.30pm

- Must be returned the following weekday no later than 4.30pm

3. Cancellation

Any cancellation of a booking for the hire of the facility shall be made at least five (5) days prior to the date of the function or event. Any cancellation within five (5) days prior to the date of the function or event or a 'no show' will result in a cancellation fee of the full amount less refundable deposit of facility being hired.

The hirer may apply in writing to the Chief Executive Officer to have the cancellation fee waived for extreme circumstances.