



**NORTHERN
MIDLANDS
COUNCIL**

**RESERVE HIRE AGREEMENT
– MORVEN PARK, EVANDALE**

Please note that the completed form is to be returned to the Management Committee.

Hirer Details

Person / Club / Organisation _____

Contact Person _____ Telephone: _____

Address: _____

Hire Date: _____ Hire Times _____ am/pm to _____ am/pm

Details of Function

Type of function: (e.g. family reunion) _____

Number of people attending (if known or estimate): _____

Do you intend to construct / erect a temporary structure? Yes No

Do you require access to power? Yes No (charges may apply)

The Northern Midlands Council grants the hire of Morven Park subject to the conditions outlined below and in accordance with the attached conditions of hire:

- The regular hirer shall take out and keep current during the period of hire, a public liability insurance policy in a form approved by the Council, insuring for a sum not less than ten (10) million dollars against all actions, costs, claims, charges, expenses and damages whatsoever which may be brought or made or claimed against the hirer arising out of, or in relation to the hiring arrangement. **A copy of the Certificate of Currency must be attached to the signed hire agreement.**

OR

The casual hirer (i.e. "one-off" user) may access public liability insurance under Council's blanket policy for a fee in addition to the hire fee. The insured shall bear the first \$250 of each and every claim or series of claims arising out of any one occurrence.

| | |
|--|---------|
| Function where alcohol is not to be sold or consumed | \$15.00 |
| Function where alcohol is to be sold or consumed | \$50.00 |
| <i>(Please note if selling or consuming alcohol a copy of the liquor permit issued by the Licensing Board of Tasmania must be attached)</i> | |

- The hirer agrees to indemnify, and keep indemnified, and to hold harmless, the Council, its servants and agents, and each of them from and against all actions, costs, charges, expenses and damages whatsoever which may be brought, or made, or claimed against them, or any of them, arising out of, or in relation to the hiring engagement, unless in circumstances where Council has been negligent.
- 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 reserve and the hirer is to immediately vacate the reserve.
- The hirer must pay the required hire fees and bond (if applicable) together with the signed section of hire agreement to the Management Committee before the date of the function / event (unless alternative arrangements have been made). Failure to do so will result in access to the**

facility being denied to the hirer. This hire agreement can only be signed by an adult (e.g. a person of at least 18 years of age).

I hereby make application for reserve set out in the above Schedule to this application for the day and the times specified above. I acknowledge having received and read a copy of the **Conditions of Hire of Council Reserves** and having read and accepted the above **insurance conditions** undertake to be bound by and comply with these Conditions in every respect. I further undertake to be responsible for ensuring that all individuals or groups using the reserve in association with this application shall comply with the conditions.

I (please print full name) _____ of (please print address) _____ representing (please print name of organisation if applicable) _____ as hirer of Morven Park Evandale on ____/____/____ acknowledge having read and accepted the conditions of hire.

Signed: _____

Date: ____/____/____

IMPORTANT INFORMATION:

1. *The following activities cannot be covered by Council's blanket public liability policy:*

- *Sporting Events*
- *Contractors/Sub-Contractors*
- *Markets/Fairs*
- *Special Events (i.e. dances, shows, festivals, etc.)*

2. *Casual hirers are advised that Council's Casual Hire Insurance does not cover persons who are working for hire or professional persons who generate an income from the event.*

3. *Insurance details*

Policy Number: QM2367-1109

Insurance: QBE Broadform Liability

Class: Casual Hirers

Insurance Broker: Marsh Pty Ltd

for a copy of the policy document or Certificate of Currency for Insurance contact Council on phone no. 6397 7303 or email council@nmc.tas.gov.au

CONDITIONS OF HIRE FOR COUNCIL RESERVES

The Northern Midlands Council grants the hire of Morven Park Evandale subject to the conditions outlined below and in accordance with the attached Reserve Hire Agreement.

- i) Council reserves the right not to accept the hire application or to cancel the booking at any time.
- ii) The hirer acknowledges that they have **non-exclusive** access to the reserve. Meaning they and their participants need to fit in with others. Consideration needs to be shown at all times to the needs of other users and adjacent residents and if necessary moving activities to a different location may be appropriate. Ensure that their activities so not to dominate, monopolise and /or obstruct any equipment / structure or pathways.
- iii) A police officer or authorised Council Officer shall have access to the reserve at anytime, not withstanding any hiring. The hirer shall conform to and obey all reasonable directions given by the authorised person in regard to the use of the reserve.
- iv) 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.
- v) Any motor vehicle driven or parked on the confines of the reserve is entirely at the owners risk and no responsibility is accepted by the Council for any theft or damage. All vehicles are to be driven and parked so that no damage is caused to the reserve or the detriment of the public.
- vi) The hirer shall not write on, decorate, placard, cut, damage or pierce with nails, screws or any other contrivances to structures or any trees within the reserve without permission from an authorised Council Officer.
- vii) The hirer shall be responsible for all damage caused to the reserve arising out of, or in relation to the hiring engagement, unless in circumstances where Council has been negligent, during the period of hire and will be required to pay the costs of all repairs.
- viii) The hirer is responsible for placing all rubbish and litter resulting from its activities in bins provided. Larger items and excessive amounts are the hirers' responsibility to dispose of.
- viii) The hirer shall not bring into, be found in possession of, sell or consume intoxicating liquor in the reserve without the necessary liquor permit and Council approval.
- ix) Use of the reserve is between the hours of 9pm and 7am is not permitted unless authorised in writing by Council.
- x) The hirer shall enforce the following requirements within the reserve:
 - No excessive loud noise or rowdiness is permitted.
 - Conduct likely to cause damage is not permitted.

- There shall be no interference with equipment not belonging to the hirer and not forming part of the hire agreement.
- xi) All equipment is to be left as found and the area is to be left in a clean and tidy condition. Any cost incurred by Council in cleaning the site resulting from the condition in which the hirer left the area shall be recoverable from the hirer.
- xii) The hirer shall conform to the requirements of the *Public Health Act 1997*, *Local Government Act 1993*, local by-laws and Regulations. All other statutory rules, provisions and regulations of the Commonwealth of Australia or State of Tasmania for the time being in force must be complied with by the user and the notices given to the proper officers.
- xiii) The hirer shall comply in every respect with regulations under the Public Health Act and the Building Code of Australia with regard to Places of Assembly. Where a tent/marquee greater than 30m² is to be erected the hirer will need to obtain specific approval from Council.
- xiv) No game of chance, at which either directly or indirectly, money is passes as a prize shall take place in any part of the reserve except where authorized in writing by Council.