



Rural City of Wangaratta

Application for Casual & Regular Use of Wareena Park Pavilion, Swan Street & the HP Multipurpose Centre (City Oval), Schilling Drive, Wangaratta

APPLICATION FORM

Application is hereby made to hire and use the Wareena Park Pavilion or the HP Multipurpose Centre.

CONTACT DETAILS

Please provide details of the person you want Council to communicate with about the application:

Applicant (Must be over 21)			
Email Address			
Phone (BH)			
Mobile Number			
Postal Address			
Town		P'code	
Photo ID Supplied			

EVENT INFORMATION

Please provide details of the event:

Wareena Park Pavilion		HP Multipurpose Centre	
Casual (one off use)		Regular User	
Purpose of Hire			
Number of Attendees			
User Name & Contact No.			
User's Address		P'code	
Date Required			
Time Required/ Frequency			

INDEMNITY

The Hirer shall, at all times during the period of the hire agreement, be the holder of a current Public Liability Policy of Insurance ("The Public Liability Policy") to cover legal liability to third parties for personal injury or property damage as a result of an occurrence in connection with the hire of the premises in the name of the Hirer providing coverage for an amount of at least \$10 million.

The Public Liability Policy shall extend to cover The Rural City of Wangaratta in respect to claims for personal injury or property damage arising out of the negligence of the Hirer.

INDIVIDUAL INDEMNITY

The Rural City of Wangaratta gives no undertaking or warranty to any Hirer or user of the facilities and any part thereof as to the suitability of the Wareena Park Pavilion & HP Multipurpose Centre for the purposes for which it is hired. The Hirer must comply with any law of regulation that the facilities operate under.

ORGANISATIONAL PUBLIC LIABILITY

The Hirer shall provide the council with evidence of the Public Liability Insurance upon request. \$15 public liability cover fee will be deducted from your hire fee once details and documents of your organisations PLI are provided.

Name of Insurer			
Policy Expiry Date		Policy Cover \$	
Policy Attached	A copy of your organisations current Public Liability Insurance MUST be attached to this application		

FEES FOR HIRE

All sportsground, reserve, hall and pavilion charges are set in accordance to Councils 2017/18 Fees and Charges.

Wareena Park Pavilion Hire	\$700.00 (including \$15 Public Liability Cover)
Hire After Midnight	\$35.00 per hour
Wareena Park Pavilion Bond	\$600.00
HP Multipurpose Centre Hire	\$700.00 (including \$15 Public Liability Cover)
Hire After Midnight	\$31.80 per hour
HP Multipurpose Centre Bond	\$555.00

I acknowledge receipt of a copy of the Terms and Conditions of Hiring and agree that the Hirer shall be bound by and observe, perform and fulfil the terms and conditions hereinafter referred to and that such terms and conditions shall be deemed to be incorporated in and form part of the Agreement and that the Hirer shall promptly and punctually pay the Rural City of Wangaratta all monies which become payable in respect of the hiring or otherwise in respect of this Agreement and the said terms and conditions.

Applicant Signature	
Applicant Name	
Hirers Signature	
Hirers Name	
Date	

Please forward your completed Application form to:

Email: CSMail@wangaratta.vic.gov.au

Post: Rural City of Wangaratta, PO Box 238, WANGARATTA VIC 3676

For further information please contact the Customer Service Team on (03) 5722 0888

TERMS AND CONDITIONS OF HIRE

WAREENA PARK PAVILION AND HP MULTIPURPOSE CENTRE

1. APPLICATION

- 1.1 Application to use the Wareena Park Pavilion & HP Multipurpose Centre shall be made to the Rural City of Wangaratta. Application forms must be signed by the Applicant and the User, state the purpose for and the required hours of use.
- 1.2 Where an application is made on behalf of an organisation, the applicant must state the name of such organisation and the authority the applicant has for making an application.

2. DEPOSIT AND PAYMENT OF FEES

- 2.1 A 50% deposit must be paid when the booking is confirmed. Any deposit required to be paid for the hire of the venue must be paid within fourteen (14) days of any tentative reservation being made or any such tentative reservation may be cancelled.
- 2.2 The balance of payment, including any security deposit due shall be paid at least fourteen (14) days prior to the date of hire.
- 2.3 The charges shall be in accordance with the schedule prepared each financial year, however Management reserves the right to alter charges as it deems appropriate without notice.

3. BONDS/SECURITY DEPOSITS

The bond is required to be paid by the hirer 14 days prior to the function being held. The bond will be refunded should no extra costs be incurred by Council.

4. FEES & CHARGES

Fees are required to be paid by the hirer 14 days prior to the function being held.

5. INSURANCE

The hiring fee includes Public Liability Insurance cover. If the hirer can demonstrate that they hold appropriate Public Liability cover that protects them for such hiring(s), and a signed indemnity form (Form No. 6.4.03.002.1) is returned to Council prior to the hiring, the cost of insurance cover may be deducted from the hiring fee.

6. CANCELLATIONS

14 days notice is required to avoid usage charges.

7. NOISE

Any noise or loud music is to cease at 12 midnight and the pavilion or centre is to be vacated by 1am. If the facility is not vacated by the specified time the hirer shall be liable for an additional charge of \$35.00 (Wareena) or \$31.80 (HP Multipurpose) respectively per hour or part thereof.

8. SAFE PARTY PROGRAM

Hirers must notify the Wangaratta Police, and collect a Party-Safe package, if the hirer intends to use the facility for a night-time party that has the potential to attract "gate-crashers" or any other anti-social behaviour.

9. DAMAGE

The Hirer shall be responsible for and shall pay the cost of any damage to the Wareena Park Pavilion, fittings, furniture, curtains or flooring, electrical and mechanical equipment, incurred during the hiring period. The cost of making good any such damage may be deducted from bond/security deposit.

- 10. THEFT**
Neither the Rural City of Wangaratta, nor its employees and volunteer staff shall be liable for any loss or damage sustained by the Hirer or any person, firm or corporation entrusted to supply any article or thing to the hirer. If for any reasons any such articles or thing is lost, damaged or stolen, the Hirer hereby indemnifies the Management against any claim by any such person or corporation in respect of such articles or thing.
- 11. SMOKING**
The Wareena Park Pavilion and HP Multipurpose Centre is a smoke free environment, as is consistent with Council Policy.
- 12. CLEANLINESS**
- 11.1. The bringing into the Wareena Park Pavilion & HP Multipurpose Centre or use therein of confetti, streamers, chewing gum, fireworks, explosive devices or any other articles deemed by Council and/or Management to be objectionable, or the placing or throwing of matches, cigarettes, cigars etc on furniture, fittings, floors or elsewhere is expressly prohibited, contravenes the Tobacco Act, 1987 (and regulations) and may be liable to prosecution.
- 11.2. The facility is to be cleaned and available to other hirers by 9am the following morning. The Hirer shall be responsible and will need to supply all cleaning equipment and materials. No cleaning equipment and/or materials are kept on site for the Hirer's use.
- 11.3. The Hirer will be liable, on demand, to pay the full cost of any cleaning required. This cost may be deducted from any bond/security deposit paid by the hirer prior to the event.
- 13. CONSUMPTION OF ALCOHOL**
All hirers must comply with all relevant liquor licensing legislation, regulations and conditions. Further information about licence requirements may be obtained from the Wangaratta Police.
- 14. GAMBLING**
No game of chance or any other operation which does not comply with the laws for the time being in force, shall take place in any portion of the Wareena Park Pavilion or the HP Multipurpose Centre.
- 15. COLLECTION OF KEY(S)**
The key to these facilities can be collected from Councils Reception desk during office hours. If the Function falls on a weekend the key must be collected the last working day prior to the event. The key should be returned to the Council office on the first working day following the event. If the key(s) is lost or damaged in any way the hirer is liable for the cost of replacing locks and or keys or making good any damage. The costs associated with any loss or damage may be deducted from the bond.
- 16. RETURN OF BOND**
The bond shall be returned to the hirer once an inspection has taken place and pavilion/ centre is left clean and without damage, and the key(s) returned. The hirer can collect their bond from the Municipal Office during office hours three (3) working days after the event.
- 17. EMERGENCY**
In the event of an emergency or other serious incident call 000 or please contact Council's after hours on call service on 5722 0888 for any other issue.
- 18. Council reserves the right to refuse any application for hire of this facility.**