

# **Application for Casual & Regular Use of Wareena** Park Pavilion & the HP Multipurpose Centre

# **Contact details**

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

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

# Event details

Venue you wish to use	Wareena Park Pavilion
	HP Multipurpose Centre
Usage	□ Casual (one off use)
	□ Regular use
Date Required	
Time & Frequency Required	
Purpose of Hire	
Number of Attendees	

# Fees for hire

All sportsground, reserve, hall and pavilion charges are set in accordance to our Fees and Charges.

Wareena Park Pavilion Hire	\$750.00 (including \$15 Public Liability Cover)
Hire After Midnight	\$50.00 per hour
Wareena Park Pavilion Bond	\$600.00
HP Multipurpose Centre Hire	\$750.00 (including \$15 Public Liability Cover)
Hire After Midnight	\$50.00 per hour
HP Multipurpose Centre Bond	\$600.00

# Indemnity and Insurance

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 facilities for the purposes for which it is hired. The Hirer must comply with any laws or regulations that the facilities operate under.

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 \$20 million but this is for council to determine.

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.

The hire fee includes a \$15.00 fee for the provision of public liability insurance. If the Hirer already has public liability insurance and suitable evidence (Certificate of Currency) of this coverage is provided along with a booking application form, this fee will be deducted from the hire cost.

# Declaration

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	
Date	

62–68 Ovens St Wangaratta VIC 3677 E council@wangaratta.vic.gov.au W wangaratta.vic.gov.au

LODGEMENT DETAILS					
Email: council@wangaratta.vic.gov.au	<i>Post:</i> Rural City of Wangaratta PO Box 238 WANGARATTA VIC 3676	<i>In Person:</i> 62-68 Ovens Street, Wangaratta			

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

# **Terms and Conditions of Hiring**

# 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 (Form B).
- 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 \$40.00 (Wareena) or \$40.00 (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

- 12.1. 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.
- 12.2. 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.
- 12.3. 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.