

EQUIPMENT HIRE APPLICATION

Name of Hirer: _____

Authorised contact person: _____

Address: _____

Phone Number: (Hm) _____ (Wk) _____ (Mob) _____

Dates Required: From _____ To _____

Times Required: From _____ To: _____

Equipments Location: _____

Tick Box	Equipment	GL Codes	Fees & Charges	No. of days	Total Payable
	<u>PORTALOO</u> Refundable Bond Hire Fee (per day)	9110-5111-0000 6100-1435-0000	\$100.00 \$66.00		
	<u>MARQUEE HIRE</u> Refundable Bond Hire Fee (per day)	9110-5113-0000 6100-1435-0000	\$100.00 \$132.00		
	<u>PORTABLE STAGE</u> Refundable Bond Hire Fee (per day)	9110-5105-0000 6100-1435-0000	\$100.00 \$66.00		
	<u>PUBLIC ADDRESS & LECTURN PA SYSTEM</u> Refundable Bond Hire Fee (per day)	9110-5108-0000 6100-1435-0000	\$100.00 \$66.00		
	<u>CATWALK</u> Refundable Bond Hire Fee (per day)	9110-5109-0000 6100-1435-0000	\$100.00 \$66.00		
	<u>DOG TRAP</u> Refundable Bond	9110-5118-0000	\$30.00		
	<u>CAT TRAP</u> Refundable Bond	9110-5103-0000	\$30.00		
	<u>PIG TRAP</u> Hire fee Delivery & Collection Fee Refundable Bond	3420-1435-0000 3420-1435-0000 9110-5120-0000	\$66.00 \$77.00 \$200.00		
	FOR INVOICES REQUESTED (BOND ONLY) – USE GL	1980-5102-0002			
				TOTAL	\$

I, being the authorised contact person representing the Hirer as set out above; hereby accept the responsibilities and conditions whilst any equipment is in my possession.

I, acknowledge that I have received, read and understood the Equipment Hire Terms and Conditions and fully agree to the terms and conditions thereof (refer to back page).

Signed: _____ Date: _____

OFFICE USE ONLY	
Receipt No. _____	Trap Number: _____
Refundable Deposit approved to be refunded to Hirer: YES / NO	
Cheque Req. Completed by: _____	Date: _____

EQUIPMENT HIRE TERMS AND CONDITIONS

Rules for hiring/cancellation of equipment

- Person must be over the age of seventeen (17) years to hire equipment(excluding pig traps);
- Equipment Hire application must be completed in full and the fees paid in full;
- All bookings are to be made with the Johnstone Shire Council Customer Service Section only;
- Fees will only be refunded if notification is made within five working days of the booking;
- Authorised person cannot transfer responsibilities to another person without prior notification to JSC Customer Service staff and the contact information provided of the new contact person;
- The hire of equipment (excluding cat/dog traps) need to contact the Depot to organise a collection time;
- Hirer of equipment shall be liable for any or all damages or loss during the period of hire.
- Should Council require this equipment for the same date that Council will have first priority
- Once equipment is returned to Council and confirmed by an authorized person (from JSC) that equipment is in full working order/condition, any refundable deposit that has been paid to JSC will be paid to the hirer by cheque within a two week period.

Conditions of Use for Cat Traps

Council has adopted the following conditions in relation to the usage and issuing of **cat** traps:

- A refundable deposit as per Council's schedule of charges is to be paid prior to delivery/collection;
- **Cat** traps are to remain on the property indicated by the applicant and are at all times the responsibility of the applicant;
- Council is to be notified of any proposed changes;
- Traps may be kept up to a minimum of seven (7) days at any one time;
- Any **cat** caught in a trap must be provided with water and shade;
- Any **cat** caught should be delivered to the Animal Refuge, located in Downing Street, Innisfail between the hours of 9:00am and 4:00pm Monday to Friday. The Animal Refuge is closed on weekends and Public holidays. **Cats** delivered outside opening hours will not be accepted by the Animal Refuge;
- Pensioners and persons with a disability should contact Council to discuss arrangements for delivery of trapped **cats** or possible collection by Council staff;
- Traps will be available upon sign acknowledgement and acceptance of the abovementioned conditions (subject to availability)
- Any damages or loss of trap will result in replacement costs being charged to the applicant.

Conditions of Use for Dog Traps

Council has adopted the following conditions in relation to the usage and issuing of **dog** traps:

- A refundable deposit as per Council's schedule of charges is to be paid prior to delivery/collection;
- **Dog** traps are to remain on the property indicated by the applicant and are at all times the responsibility of the applicant;
- Council is to be notified of any proposed changes;
- Traps may be kept up to a minimum of seven (7) days at any one time;
- Any **dog** caught in a trap must be provided with water and shade;
- Council is to be advised during business hours or at a reasonable time of any **dog** caught in a Council trap on (07) 4030 2222 (24 hours);
- Any **dog** caught shall be deemed to be impounded and release may only be effected by an authorised officer by the Johnstone Shire Council (during business hours);
- Council should be notified when **dog** trap is no longer required;
- Traps will be available upon sign acknowledgement and acceptance of the abovementioned conditions (subject to availability)
- Any damages or loss of trap will result in replacement costs being charged to the applicant.

Conditions of Use for Feral Pig Traps

Council has adopted the following conditions in relation to the usage and issuing of **feral pig** traps:

- A refundable deposit as per Council's schedule of charges is to be paid prior to delivery/collection;
- Persons must be 18 years of age or older to use the trap;
- **Feral pig** traps are to remain on the property indicated by the applicant until no longer required or 28 day use period is finished or relocation is approved;
- Traps may be kept up to a minimum of twenty-eight (28) days at any one time;
- Council is to be notified prior to any proposed change of location;
- Traps are at all times the responsibility of the applicant;
- Any damages to or loss of trap will result in repair or replacement fees being charged to the applicant
- Any **pig** caught in a trap must be provided with water and shade until it can be destroyed;
- Traps will only be lent to landholders that they have the capacity to effectively and humanely dispose of any pigs caught;
- Council shall be notified when **feral pig** trap is no longer required;
- If Council is required to deliver the trap to the site a non refundable fee of \$65.00 is to be pre paid and assistance provided to unload and reload the trap on site;
- The trap will only be delivered or collected during normal council working hours.

EQUIPMENT **HIRE**



CONDITIONS **OF USE**

CONDITIONS OF HIRE

The Council grants the hire of halls subject to the following conditions:

1. ACTS AND REGULATIONS

1.1 The hirer shall conform to the requirements of the Health Act, Local Government Act, any Local Law or Regulation made hereunder, and shall be liable for any breach of such Acts, Local Law or Regulation. All other statutory rules, provisions and regulations of the Commonwealth of Australia or State of Queensland for the time being in force must be complied with by the user and the notices given to the proper officers.

2. APPLICATION

- 2.1 The Council reserves the right to accept or refuse any applications.
- 2.2 The right to use the equipment is subject to the Council receiving an application on the required form signed by the proposed hirer undertaking to comply with these conditions.
- 2.3 If the proposed hirer is a club the application must include the personal undertaking by the president and secretary of the club.
- 2.4 No application will be accepted unless unaccompanied by the Bond.
- 2.5 A signed application is conclusive evidence that Hirer accepts the Conditions of Hire.
- 2.6 Hirer must be eighteen (18) year of age and over.

3. AUTHORISED CONTACT PERSON

- 3.1 On placing a booking, an authorised person shall be designated to be the contact for all correspondence between Johnstone Shire Council Customer Service staff and the Hirer.
- 3.2 The authorised person shall be responsible for collection and return of equipment issued, payment of all fees and cleaning deposits.
- 3.3 The authorised person is to provide a contact phone number and address both inside and outside of normal office hours i.e. 9am to 5pm.
- 3.4 Once nominated, the authorised person cannot transfer their responsibilities to another person without prior notification to Johnstone Shire Council Customer Service staff, and provision of contact information for the new contact person.

4. ASSIGNMENT/SUBLETTING

- 4.1 Hirers that are granted permission to use equipment shall not assign the right of use to any person, organisation or body.

5. BOND

- 5.1 The Bond as adopted in the Fees and Charges must be paid by the hirer at the time of booking as a guarantee of fulfillment of these conditions, and as security against damage to the equipment or any fittings and furniture contained therein.
- 5.2 The hirer shall be liable on demand by the Chief Executive Officer to pay any further amount in excess of such bond to meet the full cost of such damage or cleaning.
- 5.3 If there is no breach of the conditions of usage or damage to the equipment therein the deposit will be returned within three (3) weeks of the use of the premises.

6. HIRE FEES

- 6.1 All fees must be paid to the Council at time of application.
- 6.2 Hire Fees shall be in accordance with the Fees and Charges Schedule adopted by the Council
- 6.3 If the Hirer fails to return the equipment at the end of hire period or the equipment is left in an unsatisfactory condition, the Hirer will be liable for further hire fees calculated on a daily basis until such time as the equipment is returned to satisfactory condition.
- 6.4 All fees are inclusive of Goods and Services Tax.
- 6.5 Any costs, fees and expenses incurred by the Council for non payment of Hire Fees by the Hirer including but not limited to administrative costs, debt collection, agency fees and legal costs and expenses will be met by the Hirer.

7. REFUSAL TO GRANT HIRE

- 7.1 It shall be at the discretion of the Chief Executive Officer to refuse to grant the hire of any equipment in any case and, notwithstanding that permission to hire the equipment may have been granted or that these conditions may have been accepted and signed and the fees and deposit paid, the Chief Executive Officer shall have the power to cancel such permission and direct the return of the fees and deposits so paid. The hirer hereby agrees in such case to accept the same and shall be held to have consented to such cancellation and to have no claim at law or in equity for any loss or damage in consequence thereof.

8. CANCELLATION BY THE HIRER

- 8.1 The Hirer may cancel its Booking by written notice to the Council before the first date of intended use stated on the application and prior to any use of the Venue.
- 8.2 Fees paid for the equipment will not be refunded if notice has not been provided to Council in regards to canceling the booking prior to the first date of intended use.

9. CANCELLATION BY COUNCIL

- 9.1 Council may cancel the booking by written notice to the hire before the First Hire Date if:
 - 9.1.1 The Council becomes aware that any event, goods or services proposed to be held or provided by the hire is/are objectionable, dangerous, infringes any copyright or other intellectual property rights, is prohibited by law, or would be detrimental to the Council;
 - 9.1.2 The equipment is required for Council functions or Municipal, State or Federal Elections;
 - 9.1.3 The Hire fees and/or Bond have not been paid;
 - 9.1.4 Repairs, alteration or additions to the equipment are underway;
 - 9.1.5 The Hirer has not provided evidence of adequate insurance coverage.

- 9.2 The Council may cancel the booking without notice in the event of an emergency or it deemed necessary.
- 9.3 If Council cancels the booking without fault of the hirer, the Council will refund any amounts paid by the Hirer in relations to the booking.
- 9.4 The Council will not be liable for any loss or damage suffered as a consequence of exercising its right to cancel the booking under this clause.
- 9.5 Cancellation or termination of the booking for whatever reason will not affect any right which the Council may have to recover money owing for the booking or to recover damages from the Hirer.

10. TIMES OF HIRE

- 10.1 If the equipment is not returned by the nominated day, the Hirer shall forfeit the entire bond.

11. CLEANLINESS

- 11.1 The Hirer agrees and acknowledges that the equipment is in good repair and clean condition at the commencement of the hire period and must be returned to the Council in the same condition at the end of the period.

12. CLEANING PROCEDURE

- 12.1 All cleaning and removal of all goods/equipment brought in by the Hirer must be completed within the Hire Period.

13. CORPORATE MANAGER

- 13.1 Wherever appearing in these conditions and where the context so admits the expression Chief Executive Officer shall be deemed to include any other officer of the Council acting with the authority of the Chief Executive Officer expressly or implied.

14. DAMAGES

- 14.1 The hirer shall accept full financial responsibility for damage to Council equipment except for normal wear and tear.

17. INSURANCE

17.1 The hirer must not do anything that may or does render void or voidable any insurance policy in relation to the equipment.

17.2 The hirer is responsible for Workers' Compensation or similar workers and for all insurance coverage on goods and services brought to, sold displayed or provided at the equipment.

18. INDEMNITY

18.1 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.

19. DETERMINATION

19.1 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 premises and the Hirer shall immediately cease equipment and the Bond shall be forfeited to the Council.

20. DISPUTES

20.1 In the event of any dispute or difference arising as to the interpretation of these conditions, or of any matter or thing contained therein the decision of the Chief Executive Officer thereon shall be final and conclusive.

21. GOOD ORDER

21.1 The hirer shall be responsible for the full observance of these conditions and for the maintenance and preservation of good order in the building throughout the whole duration of the period of use.

22. SAFETY

22.1 Organisations hiring the equipment accept responsibility for the safety of the users of the equipment.

23. THEFT

23.1 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.

24. COLLECTION

24.1 The collection of equipment excluding dog, cat traps and PA system need to contact the Depot to organize one of the following times for collection - 7.30am, 1.30pm or 3.30pm.

24.2 The collection of equipment such as dog and cat traps and the PA System is done at the Council Chambers.

24.3 The collection of Marquee, Portaloo, Catwalk, Portable stage and PA System requires a one tonne Ute.

24.4 At time of collection you will need to produce your receipts as proof of payment.

24.5 Setting up of the Marquee is the hirer's responsibility.

25. MARQUEE

25.1 Marquees is yellow and green in colour, is 8 x 12 meters and has ropes attached.

25.2 It consists of 2 four meter poles and 20 2 meter poles and 24 pegs.

25.3 Only one marquee can be hired to any person at any one time.

25.4 Instructions for use:-

25.4.1 Lay out marquee outside up

25.4.2 Distribute pegs and small poles around the marquee

25.4.3 Secure eight corner ropes, square off the corner 1.5m out with steel pegs

25.4.4 Place a pole in each corner hole and stand up

25.4.5 Two men to each yellow pole (centre pole), stand up thus raising the marquee

25.4.6 Place remaining poles and pegs in each position and secure.

26. PORTALOO

26.1 The portaloo's are Chemical Toilets.

26.2 The emptying of the portaloo's are done by Council staff.

26.3 Two portaloo's can be hired to any person at any one time.

27. CAT TRAPS

27.1 Cat Traps are to remain on the property indicated by the hirer and are at all times the responsibility of the hirer.

27.2 Council is to be notified of any proposed changes.

27.3 Traps may be kept up to a maximum of seven days at any one time.

27.4 Any cat caught in the trap should be provided with water and shade.

27.5 Any cat caught should be delivered to the Animal Refuge located in Downing Street, Innisfail between the hours of 9.00 and 4.00pm Monday to Friday.

27.6 Any cats caught outside the hours listed in 46.5 will not be accepted by the Animal Refuge.

28. DOG TRAPS

- 28.1 Dog Traps are to remain on the property indicated by the hirer and are at all times the responsibility of the hirer.
- 28.2 Council is to be notified of any proposed changes.
- 28.3 Traps may be kept up to a maximum of seven days at any one time.
- 28.4 Any dog caught in the trap should be provided with water and shade.
- 28.5 Council is to be advised during business hours or at a reasonable time of any dog caught in a Council trap.
- 28.6 Any dog caught shall be deemed to be impounded and release may only be effected by an authorised officer from the Johnstone Shire Council during business hours.
- 28.7 Pensioners and persons with a disability should contact Council to discuss arrangements for delivery of trapped cat or possible collection by Council staff.
- 28.8 Traps are available upon a signed acknowledgement and acceptance of the abovementioned conditions (subject to availability) this document is the Equipment hire application.

29. PUBLIC ADDRESS & LECTURN SYSTEM (PA)

- 29.1 The PA System consists of the following:-
 - 1 x Amplifier,
 - 1 x Amplifier power lead and power pack,
 - 4 x speakers,
 - 4 x speaker stands,
 - 4 x short speaker leads,
 - 2 x long speaker leads,
 - 1 x extension speaker pad,
 - 1 x cordless microphone including a receiver, receiver power lead and input lead,
 - 1 x corded microphone,
 - 2 x microphone leads,
 - 2 x microphone stands (one with extension),
 - 1 x long electrical lead,
 - 1 x short electrical lead.

30. PORTABLE STAGE

- 30.1 The Portable Stage is 20 x 8 ft.

31. CATWALK

- 31.1 The Catwalk has (8) eight sections.