



## PARK/RESERVE CASUAL BOOKING FORM

### APPLICANT DETAILS

<b>Group/Organisation Name:</b>			
<b>Contact Person:</b>			
<b>Postal Address:</b>			
<b>Suburb:</b>		<b>State:</b>	<b>Postcode:</b>
<b>Email:</b>		<b>Phone:</b>	

### ACTIVITY DETAILS

<b>Name of Reserve:</b>			
<b>Name of Activity:</b>			
<b>Date of Activity</b>		<b>Start Time:</b>	<b>End Time:</b>
<b>Number of Attendees:</b>		<b>Age Range of Attendees:</b>	
<b>Category of Use:</b>	<b>Community:</b> <input type="checkbox"/>	<b>Private:</b> <input type="checkbox"/>	<b>Commercial:</b> <input type="checkbox"/>

### Of the following;

<b>Will a fee be charged to attendees?</b>				<b>If so, how much?</b>	<b>\$</b>		
<b>Will there be:</b>	<b>Yes</b>	<b>No</b>			<b>Yes</b>	<b>No</b>	
Amusements			<b>Alcohol Served or Consumed</b>				
Amplified Music			<b>Food Served or Consumed</b>				
Power Source Used			<b>Toilets Required</b>				

### Please give a brief overview of the event

(ie. Types of activity, equipment being used, etc):

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### INSURANCE:

(Please read the section 'PUBLIC LIABILITY INSURANCE' in the terms and conditions before completing this section.)

<b>I have attached a copy of my organisations Public Liability Insurance (min \$20 million):</b>	<b>Yes</b>	<input type="checkbox"/>
<b>Insurance Company:</b>		<b>Expiry Date:</b>
<b>Attached copy of any suppliers Public Liability Insurance (if applicable):</b>	<b>Yes</b>	<input type="checkbox"/>
<b>Is Council Insurance Required (\$33.00 fee)</b>	<b>Yes</b>	<input type="checkbox"/>
	<b>No</b>	<input type="checkbox"/>

### Privacy Statement

Council is collecting the personal information requested on this form for the purpose of processing your application. The personal information will be used solely by Council for that primary purpose or directly related purposes. The applicant understands that the personal information provided is for the hire of council facilities and that they may apply to Council for access and/or amendment of the information.

### Acknowledgement (PLEASE NOTE: The application will not be processed unless this section is signed)

I acknowledge having read the "Terms and Conditions of Hire" attached to this form and undertake to comply in all aspects to such conditions.

**Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_



**PARK/RESERVE CASUAL BOOKING PAYMENT INFORMATION**

<b>FEES (*prices include GST)</b>			
Community Casual Hire*	\$123.00	<b>Insurance:</b>	\$33.00
Community Casual Hire with Marquee*	\$186.50		
Commercial Hire Fee*	\$542.00		
Cricket Finals – Hard Wickets*	\$140.50		
Cricket Finals – Turf Wickets*	\$333.00		
Bond \$500 (may be applicable on Council request)	\$500.00		
<b>Additional Fees:</b>			
Bin Hire	\$POA		
<b>Your Total: \$</b>			
<b>Payment Options:</b>			
PERSONAL PAYMENTS - 115 CIVIC PDE, ALTONA		CREDIT CARD PAYMENTS - INSERT DETAILS BELOW	

**PAYMENT OF HIRE**

Please charge my credit card: **Amount: \$**

**Credit Card  
Number:**

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**Card Type:** Bank Card | Mastercard | VISA | AMEX      **Expiry:** \_\_\_\_\_

**Card Holders Name:** \_\_\_\_\_      **Card Holders Signature:** \_\_\_\_\_

**WHEN PAID, THIS FORM SERVES AS A TAX INVOICE**

**OFFICIE USE ONLY**

Ledger	Description	Value
52415.5450	Facility Hire	\$
52435.5400	Insurance	\$
	<b>Total</b>	<b>\$</b>

**Cashier ID:** \_\_\_\_\_ **Receipt #:** \_\_\_\_\_ **Date Paid** \_\_\_\_\_

**For further information:** Email: [customerservice@hobsonsbay.vic.gov.au](mailto:customerservice@hobsonsbay.vic.gov.au) Phone: 1300 179 944



## PARK/RESERVE CASUAL BOOKING TERMS AND CONDITIONS

### TERMS AND CONDITIONS OF HIRE – PARK AND RESERVE CASUAL

#### 1. BOOKINGS

Bookings will be accepted on receipt of a completed application form and full payment. Tentative bookings will not be accepted. A minimum of 14 days' notice is required for bookings.

#### 2. FEES (Valid 1 July 2023 to 30 June 2024)

Activity	Fee
Minimum Hire Fee	\$123.00
Hire fee with marque	\$186.50
Commercial Hire Fee	\$542.00
Cricket Finals – Hard Wicket	\$140.50
Cricket Finals – Turf Wicket	\$333.00
Bond	\$500.00
<b>Additional Fees</b>	
Building Cleaning	\$125.00
Amusements - Council will review amusement requests on a case by case basis. If approved additional costs will apply.	

One fee applies per day. The higher fee supersedes others in the table.

For large functions, an additional rubbish, power and water charge may apply.

#### 3. CONFIRMATION

On receipt of the completed application and booking fee, a confirmation letter will be sent to the hirer.

#### 4. CANCELLATION/CHANGES TO BOOKING

A 75% refund will be issued if a written cancellation is received at least 14 days before the booking date. No refund will be issued to cancellations after this time.

A request for a change to the booking (e.g. time of booking) must be conveyed to Council at least 7 days before the date of booking. A request for changes will be honoured only where it is possible.

No refund will be issued in the event of inclement weather.

#### 5. BOND

A bond of \$500.00 may apply to your booking. The Council will assess your application and advise if a bond applies. The bond is security for any damage to Council property, and/or breach of conditions of hire. The cost of extra cleaning as a result of the function will be deducted from the bond.

The total bond will be refunded by cheque to the hirer within 28 days of hire, provided the hirer has complied with all aspects of the conditions of hire. Should the cost of repairing damage to the property exceed the bond amount, the hirer will be liable for the additional costs.

#### 6. CLEANING AND LITTER

All litter and refuse must be removed from the reserve/park at the hirers cost. To request additional bins, please contact Council to discuss. Costs may apply. The cost of removing

excess litter will be met by the hirer and/or may result in forfeiture of bond monies.

#### 7. AVAILABILITY OF RESERVE/RESERVE CONDITION

Council makes every attempt to ensure its reserves are maintained to a satisfactory level. If the reserve is deemed unfit for use (e.g. due to drought conditions/water restrictions, overuse) and/or safety hazards impede safe use, a booking may be cancelled. Council will endeavour to give the hirer as much notice as possible, and an alternative venue will be offered where possible. If a suitable alternative cannot be found, a full refund will be offered.

The hirer is responsible for thoroughly inspecting the reserve before use, in particular before any sporting activities. The ground should be checked for debris, holes and general condition.

#### 8. TIMES

Activities may commence after 8.00am each week day and 9.00am on Weekends and Public Holidays. All activities must cease at 10.00pm, or at "reasonable hour", which Council will advise. This will vary according to location of the reserve (e.g. proximity to residential areas), EPA noise guidelines, etc. The general public maintains the right of access to any portion of the Park, Garden or Reserve. Areas cannot be cordoned off.

#### 9. MUSIC/NOISE

Use of amplifiers is permitted between the hours of 10.00am - 10.00pm. Amplification must fall within a sound limit of 72 decibels and should only be audible in the area immediately surrounding the activity.

#### 10. EVENT MANAGEMENT

If you would like to hold an event/function open to the public, you will need to complete an event application. Contact the Events Team (1300 179 944) for further details.

#### 11. PUBLIC LIABILITY INSURANCE

Public Liability cover for a minimum of \$20 million is compulsory when hiring any Council Facility. The hirer has the option of providing evidence of their insurance cover. A certificate of currency from a Broker/Underwriter for a minimum sum of \$20 million, with Council's interest noted together with details of any exclusions under the policy.

If the hirer does not provide their own insurance cover, Council will arrange for short term/casual hire (24 hours) Public Liability Insurance cover for \$20 million, for death or personal injury, loss or damage to property, occurring during the period of Insurance. The Hirer (the insured) shall bear the first \$250 of any claim arising out of any one occurrence (Property damage claims). The policy specifically excludes participation risk involving sporting activities and amusement rides. All accidents and/or incidents, which may result in a claim being made under the insurance policy, must be reported to Hobsons Bay City Council within 2 days of the incident.

## PARK/RESERVE CASUAL BOOKING TERMS AND CONDITIONS



### 12. MARQUEES, AMUSEMENTS

Marquees, amusements or other structures are permitted in some reserves. The hirer will be given a map showing where structures can be placed. In some instances, a site meeting may be required and the site may be marked out with paint. Repair costs resulting from damage to the reserve or sprinkler systems will be deducted from the bond.

Vehicles are not permitted to be driven on parks/reserves.

### 13. PERMITS:

**Liquor** – Please visit Council's website for alcohol free zones. Hirers are requested to contact the Liquor Licensing Commission to determine if a licence is required. Consumption of Alcohol is prohibited on the Altona Foreshore between Pier Street and Ransom Reserve.

**Gaming** - A permit is required from the Department of Racing, Gaming and Liquor for the raising of funds from gaming related activities. All permits must be signed by Council and bookings are subject to the appropriate permits being arranged.

**Sale of food** - If food will be sold on the day(s) of hire, a permit must be obtained from Council's Public Health Department. They can be contacted on 1300 179 944.

### 14. PERFORMING RIGHTS

In the case of a dramatic or other performance or concert, the hirer shall not produce, or permit to be produced, any dramatic or musical work in infringement of the copyright or performing right of any owner of such right(s). The hirer agrees to indemnify Council against any claim for breach of copyright.

### 15. Barbecues

Only gas operated barbecues and spit roast appliances are allowed to be brought on to a Council reserve. They must not operate within 5 metres of any foliage. Protective matting must be placed on the ground under the barbecue or spit roast appliance to prevent scorching of the grass, and collect any waste. Barbecues and spit roast appliances may not be lit on a declared Total Fire Ban day.

Free, electric barbecues are available at some reserves. These cannot be booked.

### 16. POWER

Power is not available at reserves. Hirers will need to organise their own power source. Silenced generators or battery-powered appliances only can be used. Use of generators must be limited to use during times within EPA guidelines.

### 17. OTHER FACILITIES

Pavilions/shower/lighting facilities are not available to casual hirers, as these are for use of and paid for by tenant/seasonal clubs only.

Public toilets are available at most reserves. If a large number of people will be attending, you may be required to hire additional toilets. Council will advise if this is the case.

Council does not provide any sporting or other equipment, unless equipment is already present (e.g. goal posts). It is the

responsibility of the hirer to provide their own equipment as required.

### 18. BREACHES / SECURITY SERVICES

Council reserves the right to request security for a function at the users cost. Council reserves the right to expel person(s) or terminate the function due to any breach or condition of hire and/or misconduct by patrons. The hirer must carry out any direction issued by the Park Ranger.

### 19. SUBJECT OF ENTERTAINMENT

Authorised Council Officers may require the hirer to submit for approval the subject and program for the intended use or activities prior to the use of the facility.

### 20. ACTS AND REGULATIONS

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

### 21. THEFT

Council is not responsible for any theft, loss or damage of personal property suffered by the Hirer or any guest or invitee of the Hirer, or any person, firm or corporation entrusted to or supplying any articles to the Hirer. The Hirer indemnifies the Council in respect of any claim by any such guest, invitee, person, firm or corporation in respect of such personal property, article or thing.

### 22. EMERGENCIES

In the event of an emergency, emergency services should be contacted - dial 000. For after-hours emergency relating to building safety, e.g. water, electricity issues, contact Council's after-hours service on 1300 179 944.

### 23. INDEMNITY

The Hirer agrees to indemnify and to keep indemnified the Council, its servants and agents and each of them from and against all actions, costs, claims, charges, expenses, penalties, demands and damages whatsoever which may be brought or made or claimed against them, or any of them, arising out of or in any way related to the granting of a Permit and be directly related to the negligent acts, errors or omission of the Hirer. The Hirer's liability to indemnify the Council shall be reduced proportionally to the extent that any act or omission of the Council, contributed to the loss or liability. The Hirer also agrees to hold harmless the Council, its servants and agents, and each of them from all claims resulting from damage, loss, death or injury whatsoever which may otherwise be brought or made or claimed by the Hirer against the Council, except to the extent that the Principal is negligent.