

DEFINITIONS

In this agreement, unless the context otherwise requires, the following terms shall have the following meanings:

- (a) **Council** means Coomalie Community Government Council.
- (b) **Hirer** means the person or entity identified as the Hirer of the Batchelor Community Centre on page 1 of this agreement;
- (c) **Event** means the event identified as the Event on page 1 of this agreement;
- (d) **Period of Hire** means the period between the start time and finish time (inclusive) identified on page 1 of this agreement;
- (e) **Community Centre Grounds** means the Batchelor Community Centre on the grounds and related amenities located at Pinaroo Crescent Batchelor;
- (f) **Officer** means the person identified as the Administration or Community Recreation Officer being an employee of Council performing the duties (all or part thereof) of Council.
- (g) **Responsible Person** means the person identified as the Responsible Person on Page 1 of this agreement.

TERMS & CONDITIONS

Grant of Hire

The Council hires the Community Centre Grounds to the Hirer for the Period of Hire and the Hirer agrees to take the Community Centre on hire for that period.

A breach of this warranty is a fundamental breach of this agreement.

Hirer's Obligations

1. Responsible person
The Hirer must advise Council in writing of any change to the Responsible Person including the contact details for the Responsible Person.
2. Reasonable directions
The Hirer must comply with all reasonable directions of the Council, its members, agents and employees during the Period of Hire.
3. Rubbish and debris
The Hirer must ensure that at all times during the Period of Hire the area of the Community Centre used by the Hirer is maintained in a clean and tidy condition and the Hirer shall not leave any debris or rubbish in any part of the Community Centre.

4. Structural alterations

The Hirer must not:

- (a) alter, damage or add to the Community Centre;
- (b) make any attachment to the walls or floors of the Community Centre Grounds; or
- (c) add any fittings or fixtures to the Community Centre Grounds.

5. Safety Induction

The Hirer must:

- (a) participate in and complete Council's safety induction with the Council's Officer (see **Annexure C**); and
- (b) complete a declaration confirming completion of Council's safety induction (see **Annexure D**) prior to the Event.

6. Community Centre rules

The Hirer must ensure that all persons invited into the Community Centre by the Hirer observe the Community Centre Rules set out at **Annexure A** of this agreement.

7. Emergency, accident, injury or illness

If an emergency, accident, injury or illness occurs during the Period of Hire then the Hirer must administer or arrange the administration of the appropriate first aid to any person invited by the Hirer to the Community Centre. For any emergency, accident, injury or illness requiring extensive first aid / treatment and/or medical attention the Hirer should immediately contact the Batchelor Health Clinic located at Pinaroo Crescent Batchelor ((08) 8976 0011) or dial "000".

It is the responsibility of the Hirer to provide first aid supplies for the period of hire

8. Hire Fees

The Hirer to pay the due fees for the building on application. Changes to the due fees or application of concession or long term hire can only be made by decision of the Council - See Annex E for fees and charges.

Acceptance of Risks, Acknowledgement and Undertaking

9. Insurance

The Hirer acknowledges that it is not covered by any insurance taken out by the Council.

10. Risk and Liability

The Hirer accepts that use of the Community Centre is at its own risk and the Hirer acknowledges and accepts responsibility and liability for all persons invited (or otherwise allowed entry by the Hirer) by the Hirer to enter and use the Community Centre pursuant to this agreement.

11. Ambulance

The Hirer acknowledges that in the event of an accident or injury to any person invited by the Hirer to use the Community Centre Grounds during the Period of Hire the Council will not cover ambulance transportation.

12. Indemnity

The Hirer agrees to indemnify and hold harmless the Council from and against all damages, losses, costs, charges, expenses, actions, claims and demands of any nature whatsoever (including but not limited to any legal costs and disbursements on a solicitor/own client basis), which may be incurred or made against the Council by any person invited by the Hirer to enter the Community Centre Grounds or any person otherwise allowed entry into the Community Centre by the Hirer, for any injury to person or property (including death) which such persons may suffer, sustain or incur when using or entering the Community Centre Grounds, except to the extent caused by the wilful or negligent act or omission of Council or its employees, agents and contractors.

13. Variation and Termination

The Hirer acknowledges that Council may vary the terms of this agreement at Council's absolute discretion. The Council may terminate this agreement on 7 days notice.



ANNEXURE A

COMMUNITY CENTRE RULES

Rules of Use

1. NO ALCOHOL permitted in the Building or surrounds unless written permission to consume alcohol has been obtained from the Council and a liquor consumption permit has been obtained Batchelor Police.
2. NO GLASS to be taken into the Building or surrounds.
3. NO ANIMALS allowed in the Building or surrounds.
4. SECURITY OF VALUABLES is a personal responsibility

EMERGENCY EVACUATION

In the event of an emergency, please leave the Community Centre area in an orderly manner.

The Emergency Assembly Area is in the Pool Car Park.

It is the responsibility of the Hirer to ensure that at the time of the emergency, all persons in the Community Centre Grounds as the Hirer's guests are accounted for and escorted from the Community Centre Grounds.

If there is an emergency that requires assistance from Fire, Police, Ambulance, Please dial "000" to report the emergency.

A public telephone is available at Batchelor General Store located at 22 Tarkarri St Batchelor.

Emergency Numbers Dial 000 in an Emergency

SERVICE	LOCATION	CONTACT NUMBER
Adelaide River Community Health Centre	Becker Street, Adelaide River	Phone: 8976 7027
Adelaide River Fire & Emergency Response Group	Service Road, Adelaide River	Neil McDonald A/H Phone: 0419 828 694
Adelaide River Police Station	Service Road, Adelaide River	Phone: 8976 7042
Batchelor Community Health Centre	Pinaroo Crescent, Batchelor	Phone: 8976 0011
Batchelor Fire & Emergency Response Group	Cutler Place, Batchelor	Ken Cunningham A/H Phone: 0407 995 304
Batchelor Police Station	Rum Jungle Road	Phone: 8976 0015



ANNEXURE B

Map of Community Centre Grounds and Evacuation Plan

Note this section will be included on completion of the end wall of the building



ANNEXURE C

**Coomalie Community Government Council
Batchelor Community Centre Safety Induction for Hirer(s)**

NOTE: It is the responsibility of the Hirer(s) to understand and follow all safety requirements and know what to do in an emergency.

Item	Advised/shown
No alcohol permitted unless Council permission has been granted and liquor consumption permit approved.	
No glass to be taken into the Community Centre Grounds	
No animals	
Secure valuables – personal responsibility of the user/s	
First Aid Kit to be supplied by Hirer	
An Accident /Incident report form Annexe F to be completed to report any incidents during the hire period and a copy returned to Council Office- (copy as required)	
Emergency contact numbers and evacuation plan located on bowling green end of the Community Centre	
Public telephone located at Batchelor General Store located at 22 Tarkarri St, Batchelor.	
Exit areas have been identified	
Hirer’s responsibility in the advent of an emergency to ensure all persons using the Community Centre facility are accounted for and escorted from the Community Centre facility.	
Hirer’s responsibility to advise of the location of the muster point in the swimming pool car park to all persons using the Community Centre under the Hire Agreement.	



ANNEXURE D

Declaration

I/we

have completed the Safety Induction with the Council Officer and understand my/our responsibilities.

Hirer(s)/Pass Holder(s) signature

Date

Council Officer's signature

Date



ANNEXURE E

Fees and Charges Schedule Batchelor Community Centre 2017/2018

Please note refunds cannot be paid onto credit cards.

Refundable Bond	Half Day Up to 4 hours	Full Day or Evening
\$100.00	\$35.00 + GST	\$55.00 + GST



ANNEXURE F

Incident / Accident /Near-Miss Report

Person / Persons involved: _____

Date:_____ Time:_____

Incident / Accident Site: _____

Degree of Seriousness Serious Major Moderate Minor

Description of Incident / Accident / Near Miss: _____

Details to be provided over page

Injury Yes No

Injury Type: Please circle Sprain Strain Break Cut Fall Heat Stress Burn Chest pain Dizziness
Other _____

Body Part: Back Leg Arm Hand Knee Foot Shoulder Head Eye
Other _____

First Aid required Yes No
First Aid provided Yes No By: _____
Medical Attention required Yes No
Medical Attention provided Yes Sent to: _____

List any time lost due to injury: _____

Action taken: _____

What could have been the cause: _____

Could it have been prevented: Yes No

Suggest any measures to be taken to prevent a recurrence: _____

Name and signature: _____

Hirer/Supervisor’s comments and action: _____
