

# COOMALIE COMMUNITY GOVERNMENT COUNCIL



141 Cameron Road Batchelor NT 0845

PO Box 20 Batchelor NT 0845

Phone: 08 8976 0058

Fax: 08 8976 0293

Email: [mail@coomalie.nt.gov.au](mailto:mail@coomalie.nt.gov.au)

Web: [www.coomalie.nt.gov.au](http://www.coomalie.nt.gov.au)

## BRUCE JONES COMMUNITY CENTRE HIRE AGREEMENT

Name of Hirer / Company: \_\_\_\_\_

ABN (if applicable): \_\_\_\_\_

Postal Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Responsible Person: \_\_\_\_\_

Mobile: \_\_\_\_\_

Hire Date: \_\_\_\_\_

Start time: \_\_\_\_\_

Finish time: \_\_\_\_\_

Number of guests: Adults \_\_\_\_\_

Children: \_\_\_\_\_

### RECITALS

- A. Coomalie Community Government Council is the owner and operator of the Bruce Jones Community Centre.
- B. The Hirer wishes to use the Community Centre for the purpose of holding the Event.
- C. The Hirer has completed the Safety Induction with the Council Community Recreation Officer.
- D. The Hirer has nominated the Responsible Person as the Hirer's contact for the purpose of administering the agreement.
- E. The Council has nominated the Officer/ as the contact person at Council for the purpose of this agreement.
- F. The Council agrees to the use of the Community Centre by the Hirer for the purpose of the Event and on the terms and conditions contained in this agreement.



## 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 Bruce Jones 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 Bruce Jones 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 **Annexure 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 willful 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.



**STATEMENT OF UNDERSTANDING**

By signing this agreement the Hirer acknowledges the terms and conditions of this agreement and affirms that:

- 1. the terms and conditions of this agreement have been read and understood;
- 2. the Hirer agrees to be bound by this agreement; and
- 3. is of lawful age and is legally competent to give this waiver, release and indemnity;

**EXECUTED** as an agreement on this .....day (date) of ..... (month) 20.....

\_\_\_\_\_  
Agent for the Council

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Agent's full name

\_\_\_\_\_  
Witness name

**Individual Hirer or joint Hirer - Person 1**

Signed:

**In the presence of:**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Full name of Witness

\_\_\_\_\_  
Address

\_\_\_\_\_  
Occupation

**Joint Hirer- Person 2 (If applicable)**

Signed:

**In the presence of:**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Full name of Witness

\_\_\_\_\_  
Address

\_\_\_\_\_  
Occupation

**If the Hirer is a company**

**Executed by** \_\_\_\_\_

\_\_\_\_\_  
Name of company in full and company's ACN  
by or in the presence of:

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Name of Director in full

\_\_\_\_\_  
Signature of Secretary/other Director

\_\_\_\_\_  
Signature of Secretary/other Director

\_\_\_\_\_  
Name of Secretary/other Director in full



## **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.

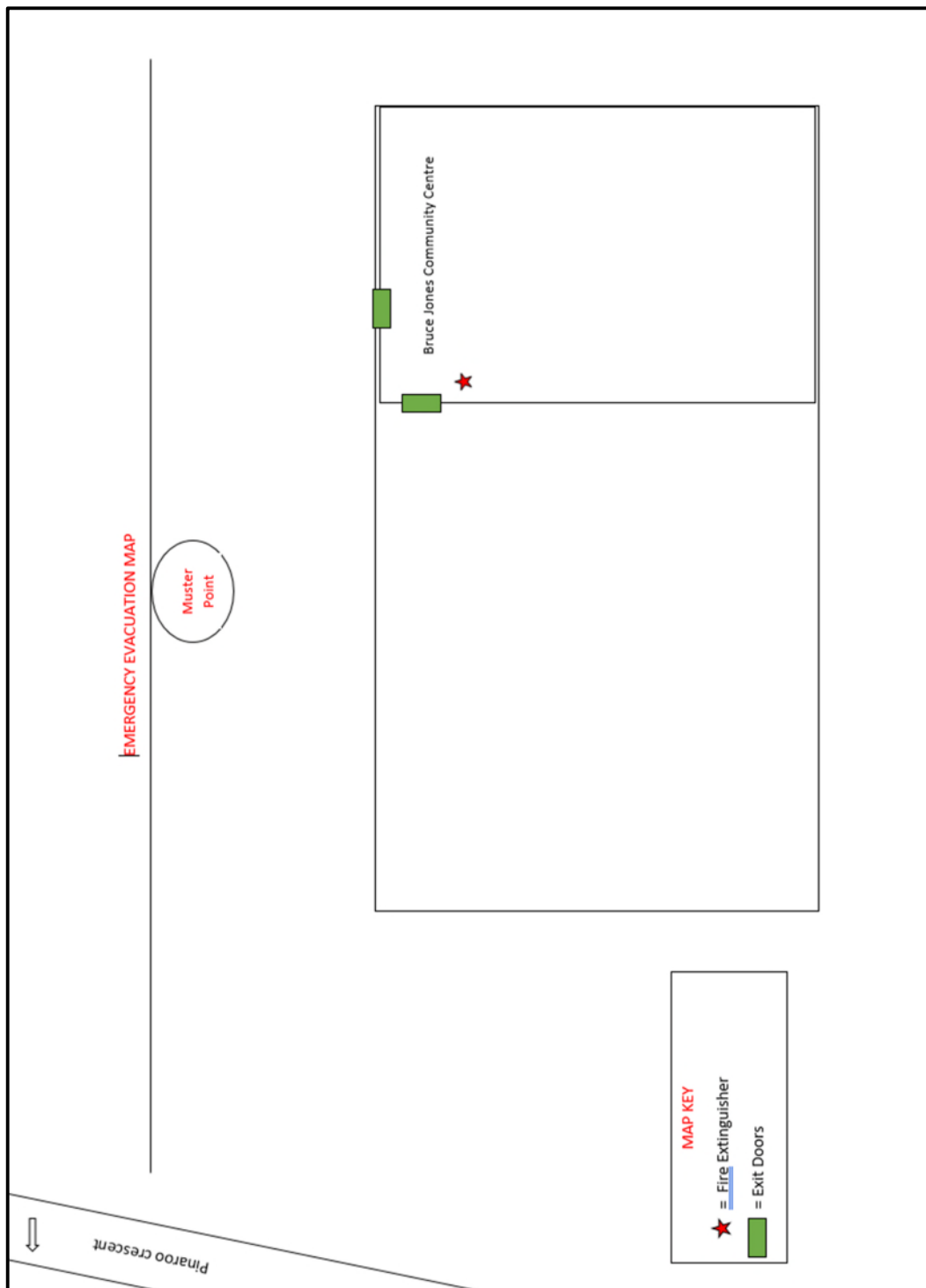


## Emergency Numbers Dial 000 in an Emergency

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

## ANNEXURE B

### Map of Community Centre Grounds and Evacuation Plan







**ANNEXURE C**

**Coomalie Community Government Council  
Bruce Jones 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.**

<b>Item</b>	<b>Advised/shown</b>
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 <b>Annexure F</b> 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 Bruce Jones Community Centre 2018/2019**

**Please note refunds cannot be paid onto credit cards.**

<b>Refundable Bond</b>	<b>Half Day Up to 4 hours</b>	<b>Full Day or Evening</b>
\$100.00	\$40.00	\$60.00



## 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: \_\_\_\_\_

\_\_\_\_\_

Hirer/Supervisors name and signature: \_\_\_\_\_

\_\_\_\_\_



**Details of the Incident / Accident / Near Miss:**

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