

### ▶ Applicant Details

Name/Organisation			
Responsible Contact Person			
Contact Number	Ph:		Mobile:
Email Address			

### ▶ Booking Details

Name of Meeting/Event			
Proposed Day and Date			
Proposed Timeframe <i>(include set up and clean up)</i>		Number Attending	
Area Required	<input type="checkbox"/> North Room (Courtyard access) <input type="checkbox"/> South Room (Data Projector) <input type="checkbox"/> Both Rooms		
Facilities Available for Use <i>(please tick any that are applicable)</i>	<input type="checkbox"/> Data Projector <input type="checkbox"/> Whiteboard <input type="checkbox"/> Handsfree Microphone <input type="checkbox"/> Lectern Microphone <input type="checkbox"/> TV and DVD Player <input type="checkbox"/> Courtyard Access <input type="checkbox"/> Kitchen Facilities <input type="checkbox"/> Tea/Coffee/Milk/Sugar		

### ▶ Agreement to Terms & Conditions

I/We acknowledge that I/We have received and read the conditions of hire and hereby undertake, in the event of this application being granted, to comply in all aspects with such conditions and pay such fees as set by said conditions of hire. I/We hereby understand that the bond payable (\$150) may be held in whole or in part if any such conditions are contravened and that, I/We will be held responsible for all costs incurred to restore the meeting room to it's rightful condition whilst the facility is hired in my/our name/s.

Signed		Date	
--------	--	------	--

Administration Use Only			
Application Number	_____ / _____	Admin Initials	
Schedule of Fees Issued	___/___/___	Admin Initials	
Confirmed (upon payment)	___/___/___	Admin Initials	
Completion of Booking	___/___/___	Admin Initials	

# Robert Clark Horticultural Centre

## Public Liability Insurance Application Form



City of Ballarat holds an insurance policy that covers \$20,000,000 liability insurance protection for uninsured casual users of Council-owned facilities where a hire agreement is in place, subject to a \$250 excess for any claims, payable by the hirer.

To access cover this form must be completed and a premium of \$33.00 paid to Council BEFORE the event. Maximum period of cover is five (5) consecutive days. This premium contribution is current to 30 June 2019 and is subject to revision.

Hirers who hold their own annual public liability insurance do not require this cover – they need only to provide evidence of their policy number, expiry date, sum insured and the name of their insurer.

**THIS COVER IS AVAILABLE TO COMMUNITY GROUPS AND NOT-FOR-PROFIT GROUPS AND INDIVIDUALS. THERE IS NO COVER AVAILABLE FOR COMMERCIAL ENTITIES THAT CHARGE ADMISSION OR DERIVE MONETARY GAIN FROM THE ACTUAL HIRE ACTIVITY\*.**

(Note: This exclusion is not applicable to stall holders and buskers. Stall holders may purchase this coverage for the duration of the event and buskers may purchase the coverage on a daily basis.)

For further information regarding this application please contact City of Ballarat Risk & Insurance Administration Officer on 03 5320 5706

### Indemnity

I/We understand and acknowledge that in signing this Agreement I agree to indemnify and hold harmless Ballarat City Council, its employees and volunteers against any sums that I/We become legally liable to pay as a result of personal injury, property loss or any other loss occasioned by a Third Party as a result of the hiring of the hall.

▶ *Please tick if this is applicable to you and complete the Statutory Declaration on the page 4.*

### A

Hirers of Council Facilities  \$33.00 Plus Hire Charges (No more than 52 times per year)

Applicant Signature		Date	
Print Name			
Council Officer Signature		Date	
Print Name			



### PURPOSE

The purpose of this application is to provide an insurance option for groups or individuals who do not carry their own public liability insurance but wish to hire Council reserves or facilities.

### OBJECTIVE

The objective of this policy is to explain in simple terms the requirements and limitations of Council's Community Liability insurance policy that may be available to eligible hirers of Council's reserves and facilities.

### SCOPE

This policy applies to casual hirers of Council reserves and facilities who are seeking to rely on Council's Community Liability policy, subject to their eligibility to rely on the insurance.

Casual hirers are defined as all casual and regular hirers provided hire occurs no more than 52 times per annum (per hirer).

### PUBLIC LIABILITY

The hirer must provide to the Customer Service Officer, a Certificate of Currency of their own Public Liability Insurance Cover from their Insurance Company, before the facility can be used. In the event of the hirer not being able to provide the Certificate of Currency from their own insurers, Council can offer insurance cover (subject to conditions and exclusions) from a "Public/Products Liability Insurance Scheme - Hirers of Council Owned or Controlled Facilities" for various hirers of Council Owned or Controlled facilities.

### POLICY

#### Hirers of Reserves and Facilities

Ballarat City Council carries a Community Liability insurance policy which generally extends to casual hirers of Council-owned reserves and facilities.

The policy is intended to provide liability insurance for individuals or groups that are using the facilities on a casual basis and who would not reasonably be expected to have their own public liability insurance cover.

Examples include a parent hiring a hall for a teenager's birthday party, a wedding being held in a reserve, or hobby group hiring a meeting room.

#### Casual Hirers Not Eligible For Cover

Coverage under Council's Community Liability policy excludes:

- ◆ Regular hirers where their hire occurs more than 52 times per year
- ◆ Hirers undertaking certain activities such as sporting activities, markets, fairs, dances and shows, rock concerts.
- ◆ Persons or groups undertaking child minding or childcare services
- ◆ No products liability for second hand electrical items or tools
- ◆ Hirers undertaking commercial activities (including where an admission fee is charged)
- ◆ Participants in a festival or event not organised by Council – cover should be maintained by the event organiser

### This Policy Does Not Cover:

- ◆ **Participation:** Personal Injury or damage to property of any person caused by or arising out of the participation of such person or his property in any game, match, race, practice, trial, or other sporting activity (including but not limited to swimming, gymnastics, health and fitness activities). Personal injury or property damage of any person caused by or arising out of the participation of such person or his/her property in any performances, activities associated with any acts of performance being conducted by the performers or entertainers.
- ◆ **Security Personnel:** Personal injury or property damage arising directly or indirectly out of or caused by security personnel.
- ◆ **Fireworks/Pyrotechnics:** Personal injury or property damage arising directly or indirectly out of or caused by fireworks/pyrotechnics.
- ◆ **Amusements:** Property Damage or Personal Injury caused directly or indirectly out of the operation of Amusements.
- ◆ **Rock/Pop Concerts:** Personal Injury or Property Damage of any person caused by or arising out rock/pop concerts.
- ◆ **Sub-Contractors:** Personal injury or property damage caused by the activities of any sub-contractor.

It is a requirement as a condition of use, for all other hirers not covered as a casual hirer under Council's Community Liability policy to maintain public liability insurance extending to the use, activity and premises being hired. The hirer must provide a copy of the Certificate of Currency to the Customer Service Officer prior to the facility being used and such cover to be not less than twenty million dollars (\$20million) or such other amount as determined in consultation with the Council's Insurance Brokers.

#### Hire Agreements

Casual hirers will not be covered by Council's Community Liability policy where a formal Hire Agreement is not completed.

The Hire Agreement asks hirers to provide a copy of their public liability insurance certificate. In cases where hirers do not carry public liability (such as individuals or ad hoc groups), they may contact the City of Ballarat – Risk and Insurance division on (03)5320 5706.

The decision as to whether the policy will extend to any particular hirer, booking or event, will be made by Council Officers, acting upon advice from Council's insurance broker.

### Risk Management Responsibility

All casual hirers of Council reserves and facilities have a primary responsibility to conduct their activities in a safe manner for all involved, and to ensure risks are minimised.

Any incidents, accidents, near misses (regardless of any fault) or hazards identified must be reported to Council through the Council Officer dealing with the hire agreement.

### Payments for Hire of Council Facility/Venue

Payments made to Council have the effect of discharging the liability of Council in respect of the public liability insurance product in relation to the person or organisation receiving the benefit of the insurance, to the extent of the payment

### Claims

Insurance claims under this policy directed at any casual hirer should be directed to Council's Risk and Compliance Coordinator or Risk & Insurance Officer by contacting them on (03) 5320 5706 who will then lodge the claim with the insurers.

The hirer must not admit any liability, as this is determinable by the insurance assessors and may breach the conditions of the insurance policy.

### Policy Deductible (Excess)

In the event of a claim, a policy excess applies and is payable by the hiring group or individual. (In 2018-19 the excess is \$250.00 for each and every claim or series of claims arising out of any one occurrence.)

### Policy Subject to Change

The provisions of this policy are subject to changes in the Community Liability policy on an annual basis following renewal negotiations.

Should a conflict exist between this document and Council's Community Liability Insurance policy, the insurance policy shall take precedent.

### Confirmation of Cover

Upon completion of the application and all required supporting documentation, City of Ballarat will review accordingly and advise the applicant of their eligibility to rely on the insurance. If a successful application has been made, confirmation may be provided by means of a Certificate of Currency covering the event.

**An applicant seeking further assistance in relation to the above information are invited to contact City of Ballarat Risk & Insurance Division on (03) 5320 5706**

Please read the following Terms and Conditions prior to completing and submitting the Booking Application form.

### ▶ Applications

Application for the use of the Robert Clark Horticultural Centre meeting room must be made on the approved Booking Application form. This can be obtained by contacting the Botanical Gardens Administration on (03) 5320 5135 or [rccadministration@ballarat.vic.gov.au](mailto:rccadministration@ballarat.vic.gov.au). Applications that are not filled out completely or signed will not be considered.

If you hold your own Public Liability Insurance, a copy of your policy needs to be submitted with your application.

*Please note that all bookings are subject to approval by management.*

### ▶ Payments

Applicants will be issued a Schedule of Fees, which will advise of payment method.

*Please note that bookings are not secured until payment and confirmation has been made.*

### ▶ Confirmation

Upon payment of your booking, a letter confirming the date and time of your booking will be sent to you within seven (7) working days.

*Please note that tentative bookings will not be accepted.*

### ▶ Cancellations and/or Amendments

If an amendment is required to the original booking application form, it must be made in writing and will await approval by management. Please advise Botanical Gardens Administration either on (03) 5320 5135 or [rccadministration@ballarat.vic.gov.au](mailto:rccadministration@ballarat.vic.gov.au).

#### *Cancellation by Management*

Management reserves the right to cancel any booking by giving notice to the hirer no later than one (1) month prior to the proposed booking date. All fees paid to the City of Ballarat will be refunded. Management accepts no responsibility for financial or any other type of loss suffered due to cancellation of the booking.

#### *Cancellation by the Applicant/Hirer*

Should the hirer decide to cancel a booking, City of Ballarat is not required to refund any fees paid, unless notification is received in writing at least one (1) month prior to the booking date.

### ▶ Liability

The bond payable (\$150) is required to be paid and may be held in whole or part if any of the terms and conditions listed in this booking application form are contravened. In the event of any damage/s caused to the Robert Clark Centre meeting room or asset/s (including but not limited to table, chairs, etc.) during the booking, the Applicant/Hirer will be liable to cover any and all costs associated in returning the facility and/or asset/s back to their original condition.

### ▶ Disputes

In the event of a dispute arising as to the interpretation of these terms and conditions or of any matter contained therein, the decision of the City of Ballarat or the applicable Council officer with appropriate authority shall be final.

### ▶ Guidelines and Conditions of Use

The Robert Clark Horticultural Centre is a Smoke Free area.

#### *Seating*

The Robert Clark Horticultural Centre meeting room has the capacity to seat 65 people.

The black chairs are not permitted for use outside or in the courtyard. Nothing may be adhered to the walls, floor or ceiling under any circumstances.

#### *Catering*

All catering trays/plates are to be removed upon the conclusion of your meeting/function. When arranging catering delivery please advise the Caterer that the delivery address is Gate 3 on Gillies Street North and that they may enter through the rear door of the meeting room which is adjacent to the kitchen.

#### *Clean Up*

The Robert Clark Horticultural Centre meeting room must be left in a clean and tidy condition, with all litter disposed of appropriately (bins are located at Gate 3 behind the wooden screen).

### ▶ Parking and Vehicle Access

No vehicles are permitted to park within the grounds of the Ballarat Botanical Gardens. Only exception to this; Catering/equipment may be delivered to the Robert Clark Horticultural Centre via Gate 3 on Gillies Street North, but must be removed following delivery.

Parking is available either in Wendouree Parade or Gillies Street North.

### ▶ Insurance and Indemnity

#### *Insurance*

It is a requirement of the City of Ballarat that all groups booking any of the Lake and Gardens precinct or other reserves for an event hold current Public Liability Insurance. This will protect the group in situations where they are held legally liable to pay for the losses of a third party (this may include personal injury, death, property loss or economic loss). A typical scenario would be when a participant in an event falls, suffers an injury and then seeks to recover the costs associated with the injury from the event organiser.

If a group does not hold Public Liability cover, Council can provide this at a cost of \$33 per event.

*Please complete the Public Liability Insurance Application form should you require this cover.*

#### *Indemnity*

In completing the Booking and Public Liability Insurance Application forms, the Applicant agrees to indemnify and hold harmless the City Of Ballarat council, its employees, agents and volunteers against any sum that the Applicant is found liable to pay as a result of its negligent acts or omissions leading to personal injury, death, property loss, economic or any other type of loss.

The City of Ballarat shall be liable only to the extent and in proportion to the degree that any negligent act or omission on its part has contributed to the loss or losses.

