



# Equipment Booking Form and Hire Agreement

**Council Chambers and Administrative Centre:** 32 Salisbury Street, Uralla NSW 2358  
**Address all correspondence to:** The General Manager, Uralla Shire Council, PO Box 106, Uralla NSW 2358  
council@uralla.nsw.gov.au | www.uralla.nsw.gov.au | p 02 6778 6300 | f 02 6778 6349

Applicant (Hirer)	
Applicant name	ABN:
Applicant type	<input type="checkbox"/> Not for profit <input type="checkbox"/> Commercial company <input type="checkbox"/> Individual <input type="checkbox"/> Other: _____
Contact person name and position	
Contact person's phone number/s	
Contact person's email address	
Applicant's postal address	
Applicant's email address	
Applicant's phone number	
Equipment Details	
Equipment requested	
Date(s) of hire	
Time of Hire	Collection: _____ Return: _____
Proposed Use and Details of Activity	
Additional requirements	
Public Liability	
In hiring Council equipment, the Applicant must ensure that the equipment and any event for which the equipment will be used are covered by appropriate public liability/risk insurance to the value of A\$20,000,000.	
<input type="checkbox"/> Yes <input type="checkbox"/> No	Is the Applicant's Certificate of Currency attached to this application?
Declaration	
I declare that all information supplied in this application is true and correct and in submitting this application I agree to the Terms and Conditions set out below.	
Name:	Position:
Signature:	Date:
Lodgement	
In person:	Council Customer Service Centre: 8:30am to 4:30pm Monday to Friday (excluding public holidays), 32 Salisbury Street, Uralla
Mail:	Attn: The General Manager, PO Box 106, Uralla NSW 2358
Email:	council@uralla.nsw.gov.au
Upon receipt of this application, Council staff will check availability of the requested equipment and calculate the hire fee in accordance with Council's adopted Fees and Charges. Council will then issue confirmation letter and invoice to the Applicant for payment. <b>Your booking is not confirmed until all monies owed have been received by Uralla Shire Council.</b> Please refer to the <a href="#">Council website</a> to view or download the current Fee schedule.	
Privacy notice	
This completed form may contain personal information which is being collected for the purpose of processing this application. This information will be processed by Council and may be made available to public enquiries under the <i>Government Information (Public Access) Act</i> . Provision of the information is voluntary, however if insufficient information is provided Council will be unable to process the application. Once received, the information will be stored in Council's electronic records management system.	

## Terms and Conditions of Hire

### Application

Applications for the hire of council equipment must be made in writing using this application form and be signed by the person responsible for payment of fees arising from the use. The hirer must be over 21 years of age and they or their authorised representative must maintain the council equipment in their possession at all times during the period of hire.

### Hire Period

Bookings commence and end at the times specified in the approved hire agreement. Access to the Council equipment before or after the times approved is not permitted unless prior arrangements have been made with Council. Pick up and return of the Council equipment must be completed during this period.

### Payment of Hire Fees

Payment of hire in accordance with Council's adopted schedule of Fees and Charges is required prior to the date of hire.

### Bond

Council may require a bond to be paid for the use of the Council equipment to be hired as set out in Council's adopted schedule of Fees and Charges. This bond is payable prior to the date of hire.

Council staff will inspect the equipment after the hire. If the equipment has been left in a satisfactory condition, Council will refund the bond within three (3) weeks after the hire. Any costs incurred for additional cleaning or repairs to be carried out as a result from the hire will be deducted from the bond.

### Damage

The hirer is responsible for any damage caused to the equipment excluding reasonable wear and tear. It is the responsibility of the hirer to meet the full cost of repairs of any item found to be damaged or the full replacement cost of any item missing from the equipment after return. Council equipment is to be returned to Council premises in a clean and fully serviceable condition. Expenses incurred will be deducted from the bond or invoiced to the hirer should the repair costs of any damage be greater than the amount of bond held.

### Safety

The hirer must ensure that the hire is conducted in a safe manner. Any incident or accident must be reported immediately to Council.

### Cancellation by the Hirer

The hire agreement can be cancelled by the hirer by providing notice in writing to Council not less than 10 days' prior to the hire date. Cancellations with adequate notice will receive a full refund of the hire fee. Cancellations made by hirers with less than 10 days' notice prior to the hire date will incur a cancellation fee of 25% of the booking fee. Cancellations made after the date of hire (retrospective cancellation) will not be refunded.

### Cancellation by Council

Council reserves the right to refuse any hire booking or cancel any hire booking already made for any reason. Any monies paid will be fully refunded. Council will not be liable for any loss or other consequence of the exercise of any right stated within these terms and conditions.

### Policy

This Hire Agreement is subject to the provisions of Council's policy on the hire of Council facilities, plant and equipment adopted 5 May 2020. This policy is available on Council's website at [www.uralla.nsw.gov.au](http://www.uralla.nsw.gov.au). In submitting this application the hirer acknowledges the policy and the terms set out therein.

### Liability

The Council equipment hired is under the physical control of the hirer for the duration of the hire period. It is the responsibility of the hirer to inspect and approve the equipment as being safe to use for the proposed activity. If the hirer consider it unsafe, do not commence the activity and notify Council without delay. If a hirer commences use of Council equipment it will be deemed to be an acknowledgment that the equipment is fit and proper for use and that the hirer accepts that all liability associated with the use shall rest with them, including all costs associated with loss or damage as a result of the hire.

### Insurance and Indemnity

The hirer must ensure that the equipment and the event for which the equipment will be used is/are covered by appropriate public liability/risk insurance to the value of \$20 million. A copy of the Certificate of Currency must be provided prior to the commencement of the hire period.

The hirer shall indemnify Uralla Shire Council against any claim, action or process for damage or injury which might arise during the progress of such hire and shall keep indemnified the Uralla Shire Council against any claim, action or process for damage and/or injury which might arise from the existence of such hire unless such damage and/or injury is due or contributed to by an act or omission of the Uralla Shire Council or Council officials.

### Transport and Possession of Equipment

The hirer must at all times ensure that Council equipment is handled, transported and stored with due care and ensure the safety of the equipment and the public.

Council equipment must remain in the possession of the hirer during the term of the hire agreement. The hirer is not authorised to sub-hire or lend Council equipment to any third party during the term of the hire agreement.

### Third Parties

The hire agreement is not transferrable to any third party.