

SOUTH GIPPSLAND SHIRE COUNCIL

Public Liability Insurance Cover Venue Hiring Agreement



*South Gippsland
Shire Council*

Applicant/s Details

Name of Applicant/s: _____

Venue: _____

Hire Purpose: _____

Address: _____

Town: _____ Postcode: _____

Contact Phone Number: _____

Email Address: _____

Venue Hiring Details

Date Required (Start to End): _____

Times Required (Start to End): _____

Total number of people expected at event: _____

Public Liability Insurance

Do you have Public Liability Insurance?

☐ Yes

☐ No

If yes, please provide Certificate of Currency

If you DO NOT have Public Liability Insurance, do you wish to apply for Council's 'one off' Public Liability Insurance for the duration of this event?

☐ Yes

☐ No

Please note that acceptance is subject to conditions and exclusions do apply. Applications must be approved before payment can be made.

Forms should be submitted to Council's Risk Team or emailed to **insurance@southgippsland.vic.gov.au** for review.

**Council's 'one-off' policy costs \$27.00 and is subject to conditions and exclusions. Please allow 10 working days for the policy to be approved.*

One Instance – Public Liability Insurance Cover (\$20,000,000)	\$27
Total	

Checklist

1. Are you providing / selling alcohol at this event?

☐ Yes

☐ No

If yes:

- A permit is required. Applications are made online to Victorian Commission for Gambling and Liquor Regulation (VCGLR) – www.vcglr.vic.gov.au or;
- Does the venue have their own permit?

2. Are you selling food at this event?

☐ Yes

☐ No

A permit is required if food is prepared for sale, contact Council's Environmental Health team (5662 9200).

Any catering company used or contracted must have current Food Act Registration

3. Do you have any 3rd parties involved in the event – eg, a band, bar staff, DJ, caterers, security, etc.

☐ Yes

☐ No

If yes, please note that insurance coverage is not extended to these people. Have you checked that all these groups have their own public liability coverage?

☐ Yes

☐ No

Checklist

4. Will you be playing live or recorded music for public performance, broadcast or communication at this event? ☐ Yes ☐ No

If yes, a licence may be required for your function. Refer to APRA/AMCOS on 1300 852 388 or www.apraamcos.com.au

5. Will you be constructing any large temporary structures at this event? (i.e. large staging, large tents or similar) ☐ Yes ☐ No

If yes, a building permit may be required. Please contact Council on 5662 9200

6. Are you seeking permission for an Open Fire at this event? ☐ Yes ☐ No
If yes, a permit may be required. Please contact your local Country Fire Authority.

7. Are you seeking permission for animals indoors at this event?

If yes, please contact Council Public Health team (5662 9200).

8. Are you seeking permission for Plant and Equipment and/or Hazardous Goods or Dangerous Substances at this event (includes fireworks and petroleum)? ☐ Yes ☐ No

If yes, please contact Council's OH&S Officer P: 5662 9200

It is expected that event Hirers will ensure all respective licences and competencies are held by all users of plant and equipment and chemicals and that all plant / equipment and hazardous substances / dangerous goods will be licenced, serviceable, roadworthy and registered.

Acknowledgement

I acknowledge that:

1. I have read and understood the Conditions of Application;
2. Where the Hirer is a company or Incorporated Association, I am authorised by the Hirer to complete this Application Form on the Hirer's behalf; and
3. I am personally responsible for ensuring that the Hirer complies with the Conditions of Application and if the Hirer breaches any of the Conditions of Application, I will be personally responsible for any such breaches.

Request

I request that:

A one off Public Liability Insurance Cover, to \$20,000,000 be provided to the Hirer on the terms contained in the Conditions of Application.

Name: _____

Signature: _____

Date: _____

Privacy Collection Statement

The personal information contained in this document is collected to provide information on organisations individuals, within to obtain Public Liability Insurance for community events. This information may be disclosed to other areas of Council or third parties should contact be necessary regarding an issue with the insurance cover or/and in accordance with the *Information Privacy Act*.

Committee / Office Use Only

Payment Received	
Application Fee	
Receipt Number	
Return Form To	insurance@southgippsland.vic.gov.au

Conditions of Application

1. Application for Public Liability Insurance Cover

1.1 The Hirer must, at least fourteen (14) days prior to the event date:

- a) Complete and deliver the application form to the South Gippsland Shire Council
- b) Pay the application fee to the South Gippsland Shire Council.

1.2 Cover is not automatic on payment of fee. Further information may be required. The Vendor / Exhibitor will be advised when cover is approved.

1.3 Notice of cancellation must be received by the South Gippsland Shire Council in writing seven (7) days prior to the date of the event; otherwise monies paid will be forfeited.

2. Alcohol

2.1 The Hirer must not sell or distribute any alcohol at the event or allow any alcohol to be consumed or brought into the event, unless the Hirer has obtained a permit under the *Victorian Liquor Control Reform Act 1998*.

2.2 Where alcohol is to be sold the Hirer must also hold a current *Victorian Food Act 1984* registration.

2.3 The South Gippsland Shire Council must receive a copy of the licence and registration prior to the event commencement date.

3. Catering

3.1 Hirers preparing food for sale must be registered and comply with the Food Act 1984 and conditions of their food safety program.

3.2 Any food must be supplied or prepared in an appropriate manner.

3.3 Hirers must place all waste materials in the receptacles (where provided) and leave the event area thoroughly clean.

4. Theft

South Gippsland Shire Council shall not be liable to the Hirer or any person for any article or thing being lost, damaged or stolen.

5. Contractual Obligations

South Gippsland Shire Council shall not be liable for any negligent act of the Hirer in connection with the event nor breach of a contractual obligation by the Hirer with regard to such use.

6. Fires

No fire shall be lit on days of Total Fire Ban. Open fires require prior written consent from the Country Fire Authority and/or Council.

7. Performing Rights and Music

The Hirer shall be responsible for obtaining all necessary permits and for payment of all fees for the performance of any show, act or other breach of copyright.

Conditions of Application

8. Change of Conditions

Council or the Committee reserves the right to change, vary or impose additional conditions if deemed necessary at any time.

9. Compliance with Laws

The Hirer must comply with all laws and not permit any illegal activities in connection with the hired area.

10. Termination of Agreement

This Agreement may be terminated at any time if the Hirer:

10.1 Has not paid the fee in the manner specified in the application form

10.2 Breaches any of the Hirer obligations specified in these conditions and fails to remedy that breach.

11. Disputes

In the event of any disputes or differences arising as to the interpretation of these conditions, or any other matter, the decision of Council shall be final.

12. Emergency Management Access

In the event of a Municipal Management Response, Council reserves the right to cancel, change or alter this Agreement for the purpose of responding to the crisis.

South Gippsland Shire Council

9 Smith Street (Private Bag 4) Leongatha, VIC, 3953

Phone: 5662 9200

Fax: 5662 3754

Email: council@southgippsland.vic.gov.au



*South Gippsland
Shire Council*