

# Church Street Bega Kiosk Booking Form



Applicant Details					
Full Name					
Company/Organisation					
Street or PO Address					
Town		State		Postcode	
Phone		Mobile			
Email		Fax			
Booking Details					
Commencement Date		Completion Date			
Start Time(s)		Finish Time(s)			
Details of Use	<input type="checkbox"/> Not-for-Profit / Community event Is your organisation a registered not-for-profit organisation? Yes <input type="checkbox"/> No <input type="checkbox"/> Is your event a charitable fundraiser? Yes <input type="checkbox"/> No <input type="checkbox"/>				
	<input type="checkbox"/> Commercial / Registered Club / Incorporated Body You must provide a copy of your \$20 million Public Liability Insurance Certificate				
Description of Proposed Use					
Likely number of participants					
Applicant's equipment (if any) to be brought into the Kiosk					
Declaration					
<input type="checkbox"/> I have read, understood and signed the attached Terms of Use.					
<input type="checkbox"/> I have attached a current copy of my/our Public Liability Insurance Certificate of Currency (minimum coverage \$20 million).					
Signature				Date	
Full Name				Position (if Applicant is a Company/Organisation)	
Office Use Only					
<b>Booking Acceptance</b>					
Date Booking Confirmed					
<b>Booking Completion</b>					
Inspected by				Date of Inspection	
Comments					

# Church Street Bega Kiosk Booking Form



## Terms of Use for the Church Street Bega Kiosk

### Booking Fees

All bookings are at the discretion of Bega Valley Shire Council. Bega Valley Shire Council (BVSC) reserves the right to cancel any booking. If this action is taken, Bega Valley Shire Council will not be liable for any loss or damage resulting from the cancellation.

### Hirers Responsibility

1. The Hirer will:
  - (a) only use the area negotiated at the time of booking the kiosk for the purpose and times specified on the Booking Form.
  - (b) maintain the kiosk in the condition it was in at the commencement of the term of hire, subject to usual wear and tear.
  - (c) allow the BVSC and its employees and agents all reasonable access to the facility.
  - (d) inform BVSC immediately on the Hirer becoming aware of any breakage or damage to the kiosk or its fittings or fixtures and pay for any damage or loss suffered by BVSC that is caused by the Hirer, its invitees, agents or employees.
  - (e) not attach in any way to walls, doors, glass, floors or fittings in or around the facility any nails, screws, adhesive tape, signs or other item without the prior consent of BVSC.
  - (f) use the kiosk in an appropriate manner. Any costs sustained by BVSC as a result of the misuse of the kiosk will be passed on to the Hirer.
  - (g) keep all keys secure and safeguarded.
  - (h) follow all directions and conditions provided by BVSC at the time of confirmation of the booking.
2. The Hirer must not sub-let the facility.
3. The Hirer must be mindful of the impact of their activity on others and respect their space. The Hirer must ensure the level of noise does not inconvenience any surrounding businesses or residences, pedestrian movement is not obstructed and observe and obey all road parking limits.
4. At the end of the period of hire, the Hirer must:
  - (a) vacate the kiosk by the time specified.
  - (b) secure the kiosk as arranged.
  - (c) leave the kiosk in a clean condition and all goods, properties or materials brought in by the Hirer must be removed from the kiosk.
  - (d) remove and dispose of all rubbish in an appropriate manner.

### Food Handling

5. BVSC is not responsible for the food handling practices of the Hirer. It is the responsibility of the Hirer to comply with all safe food handling regulations and acts.
7. The kiosk is suitable for occasional sale or distribution of non-edible goods such as plants and seeds, or distribution of pre-packaged/foodstuffs that have either been prepared offsite or provided in suitable packages. No food preparation or unpackaged food handling will be allowed in the kiosk.
8. The kiosk must be returned to the condition it was in at the commencement of the hire.

### Non Council Property and Equipment

9. Property not belonging to BVSC and located at the facility during the currency of the hire term shall be so located at the owner's risk. BVSC shall have no responsibility for its safety.
10. Property not belonging to BVSC may not be left at the kiosk outside of the term of the hire agreement, other than with the express agreement with BVSC. In those cases, the property and/or goods are left at the owner's risk and BVSC shall have no responsibility for its safety.

### No Smoking

11. All enclosed Council facilities are strictly non-smoking venues and the Hirer shall undertake responsibility to enforce this prohibition.

### Insurance

12. All registered clubs, incorporated organisations or commercial enterprises hiring Council facilities must have public liability insurance with minimum cover of \$20 million. A Certificate of Currency for the required Public Liability Insurance must be provided to Council prior to the hire of the kiosk.

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### Indemnity

13. The Hirer shall indemnify BVSC against all actions, suits, claims, demands, proceedings, losses, damages, compensation, costs (including solicitor and client costs), charges and any expense whatsoever in respect of any personal injury caused or contributed to by the negligent act or omissions, breaches of contract or breaches of statutory duty of the Hirer, its servants, members, invitees or agents for damage to equipment or any other property of the BVSC or any other person or corporate body arising out of, or incidental to, the use of the property or facilities thereon by the Hirer and caused by the Hirer, its servants, members, invitees or agents.
14. The Hirer shall also indemnify and keep indemnified BVSC from and against all loss of or damage to the property of the BVSC real or personal including (but not limited to) the BVSC premises and including any fixtures, furnishings or goods of the BVSC herein caused by or arising out of the acts, neglects or defaults of the Hirer, its agents or contractors or which without any negligence or default would not have been sustained but for the agreement hereby granted.

### HIRE AGREEMENT

I, \_\_\_\_\_ certify that I am 18 years or over and have read and agree to be bound by the requirements above as provided at the time of confirmation of booking and agree to tender hire charges in full.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

### Authority to Sign Agreement

If this agreement is signed on behalf of the Hirer, then the person signing covenants that they have the authority to sign this agreement as a duly authorised agent of the Hirer and accepts personal responsibility for the performance of the terms of this agreement.