

# ARARAT RURAL CITY COUNCIL EVENTS RECYCLING TRAILER FORM



Prior to completing this form, it is recommended you discuss your proposed application with Council's Events Officer by calling 5355 0200, to ensure the availability of the Council Recycling Trailer on your requested date.

## SECTION ONE: EVENT ORGANISER DETAILS

Name of organisation: \_\_\_\_\_

Contact name: \_\_\_\_\_

Postal address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Alternative contact: \_\_\_\_\_ Phone: \_\_\_\_\_

## SECTION TWO: EVENT PLANNING DETAILS

Event name: \_\_\_\_\_

Location: \_\_\_\_\_

Starting date: \_\_\_\_\_ Finishing date: \_\_\_\_\_ Times: \_\_\_\_\_ to: \_\_\_\_\_

Pick up trailer date: \_\_\_\_\_ Return trailer date: \_\_\_\_\_

Estimated attendees: \_\_\_\_\_

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1. The recycling trailer is permanently housed at the Flattely St Depot in Ararat. The trailer can be picked up and returned during work hours on weekdays (7.30am – 4.30pm).
2. Payment for the bond is to be made at the Municipal Offices- 59 Vincent St, Ararat 3377. The depot staff will then inform Customer Service staff whether the full bond amount is to be reimbursed upon returning the trailer.
3. Please note that the trailer has a round 5 pin trailer plug, alternative adaptors must be supplied by the user. The trailer is designed to carry 15 bins. If less than 15 bins are required then users must supply straps and ropes to secure bins to trailer

## SECTION FOUR: DECLARATION

- I acknowledge having received and read the Conditions of Use and undertake to be bound by and comply with these Conditions in every respect and I further undertake to be responsible for ensuring that all individuals or groups using the trailer in association with the below mentioned Event shall comply with the Conditions.
- Payment of the \$100.00 bond has been completed

Name: \_\_\_\_\_

Signature

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

**Thank you for completing the form.**

**If you are ready to lodge your form here are the options:**

**In person:** 59 Vincent St, Ararat 3377 - 8.00am to 5:15pm Monday to Friday

**By email:** Email your completed form to [council@ararat.vic.gov.au](mailto:council@ararat.vic.gov.au)

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## CONDITIONS OF USE

Council grants the use of the Recycling Trailer subject to the following conditions:

### APPLICATION

The right to use the trailer is subject to the Council's Event Officer receiving a copy of the Booking Form and Conditions of Use Form prior to the event and signed by the proposed Event Organiser undertaking to comply with these conditions.

### BOOKINGS

Bookings are considered tentative until this Conditions of Use Form and the Booking Form are submitted to Council's Events Officer and receipted.

### USE FEE/BOND

There is no payment required for use of the Recycling Trailer, however Council requires a bond of \$100 on pick up of the trailer and this money will be returned on presentation of the trailer. Bond will be paid at the Council Offices- 59 Vincent St, Ararat

A fee will be incurred if:

- a) Contamination in the recycling bins is over 20%.
- b) The trailer or bins are returned dirty or damaged.

### THEFT

Neither Council nor its employees shall be liable for any theft, loss, damage, or injury suffered by the event, or any person using the equipment during the period of the use. Any damage to bins or trailer will be at the expense of the person or group who have completed the hire forms.

### DAMAGES/LOSS

The Event shall accept full financial responsibility for damage or any loss of any equipment to Council property, including bins and trailer, except for normal wear and tear. Council reserves the right to recover costs of significant damage caused to the trailer and/or bins. When returning the trailer a council staff member will carry out an inspection for any damage caused to our property.

### COMMITMENT

In utilising the trailer the Event Organiser commits to making arrangements to ensure the bins are returned emptied and cleaned. Bins may be taken to Ararat Transfer Station to be emptied (Tues-Fri 10am – 1pm; Sat-Sun 10am – 5pm) or any of the regional transfer stations (<http://council-services.ararat.vic.gov.au/waste-services/transfer-station-opening-hours>). Costs will apply if any waste is found within the bins.

### CLEANLINESS

The user/Event Organiser is responsible for returning the trailer and equipment in a clean and tidy state, and shall immediately remove all rubbish, refuse and waste matter. All bins used on the trailer must be washed immediately after the event before returning the trailer to Council. Any cost incurred by council in cleaning the trailer resulting from the condition in which the user left the trailer shall be recoverable from the bond.

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## **COUNCIL ACCESS / LIMIT OF USE**

The Council reserves the right to cancel any booking. If it is necessary to cancel any booking, the Event Organiser will be advised in writing. The trailer must stay within the Ararat Municipality and is not to be taken into a neighbouring council.

## **INSURANCE**

Certificate of Currency must be submitted to Council prior to the event. The vehicle towing the trailer must be registered and have comprehensive car insurance. The user/Event Organiser shall at all times during the agreed Term, be the holder of a current Public Liability Policy of insurance ("The Public Liability Policy") in respect of the activities specified here in the name of the Event Organiser providing coverage for a minimum of \$10M.

The Public liability Policy shall be effected with an insurer approved by the Council. The Public Liability Policy shall cover such risks and be subject only to such conditions and exclusions as are approved by the Council and shall extend to cover the Council in respect to claims for personal injury or property damage arising out of the negligence of the user/Event Organiser. The policy must confirm that the insurance cover includes the indemnity required to be given by the event as part of this agreement. Proof of this policy must be by way of Certificate of Currency, which must be annexed to this agreement, and form part of the agreement.

## **INDEMNITY**

The user/Event Organiser agrees to indemnify and to keep indemnified, the Council, its employees and agents, and each of them from and against all actions, costs, claims, charges, expenses, penalties, demands and damages whatsoever which may be brought or made or claimed against them, or any of them, in connection with the user/Event Organiser performance or purported performance of its obligations under this Agreement and be directly related to the negligent acts, errors or omission of the user/Event Organiser.

The user/Event Organiser's liability to indemnify the Council shall be reduced proportionally to the extent that any act or omission of the Council, its employees or agents, contributed to the loss or liability. The user/Event Organiser agrees to hold harmless the Council, its employees and agents and each of them in connection with all claims resulting from damage, loss, death or injury whatsoever which may otherwise be brought or made or claimed by the user/Event Organiser against the Council, except to the extent that the Council is negligent.

## **ACTS AND REGULATIONS**

The event shall conform to the regulations relevant to towing and use of the trailer and shall be liable for any breach of such Acts or Laws. All other statutory rules, provisions and regulations of the Commonwealth of Australia and State of Victoria must be complied with by the user.

## **SIGNAGE**

No notice, sign, advertisement, scenery, fittings or decorations of any kind shall be erected on the trailer or bins without prior consent of the Council.