

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: _____

Delivery trailer date: _____ Pick-up trailer date: _____

Estimated attendees: _____

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1. Payment for the hire is to be made at the Municipal Offices- 59 Vincent St, Ararat 3377. The Customer Service Staff will inform the Depot when the hire payment has been made and the date then scheduled for delivery and pick up. Please ensure access is available on the agreed date for delivery.

2. Our trailer can fit up to a maximum of 18 bins. Please list how many of each you require:

Red lid (general rubbish): _____

Yellow lid (recycling): _____

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 bins in association with the above mentioned Event shall comply with the Conditions.
- ☐ Payment of the \$250.00 has been completed and receipt attached
- ☐ \$20M Current Public Liability Certificate of Currency has been supplied.

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

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CONDITIONS OF USE

Council grants the use of the Council bins subject to the following conditions:

APPLICATION

The right to use the bins 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.

USER FEE

There is a flat fee of \$250 payment required to secure the use of the recycling trailer bins which includes the supply, use, delivery, pick-up and emptying of the bin. The fee can be paid at the Council Offices located at 59 Vincent St, Ararat (Not For Profit and community groups can apply to have the hire fee waived).

An extra fee will be incurred if:

- a) Contamination in the recycling bins is over 20%.
- b) The bins originally delivered are not on site when pick-up has been arranged or are 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, except for normal wear and tear. Council reserves the right to recover costs of significant damage

caused to the trailer and/or bins. On pick-up a council staff member will carry out an inspection for any damage caused to hired property and photos taken to be supplied with a supplementary charge if applicable.

COMMITMENT

In utilising the bin service the Event Organiser commits to making arrangements to ensure the bins are kept safe and in the condition there were delivered. Supplementary costs may apply if incorrect waste is found within the bins.

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.

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INSURANCE

Certificate of Currency must be submitted to Council prior to the event. 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 \$20M.

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 installed on the bins without prior consent of the Council.