



APPLICATION AND AGREEMENT TO HIRE TENTS AND LARGE MARQUEE

About this form: You must use this form when hiring NIRC Tents and/or the Large Marquee/
 A reference in this document to 'marquee' is intended to be a reference to any type of tent or any size marquee which may be the subject of hire under this agreement.

How to complete this form

1. Ensure that all fields have been filled out correctly in BLOCK LETTERS.
2. Tick which Tent or Marquee you are hiring. Cost is for 7-day hire.
3. This form to be completed and signed 21 days prior to commencement of hire.
4. Indemnity forms must be completed prior to a Marquee being released for erection and lodged with the completed Agreement to Hire Marquee form
5. Hiring fee to be paid in advance at Customer Care Office, 9 New Cascade Road, Norfolk Island and receipt of payment attached to application / agreement form.
6. For hiring of Large Marquee, Public Liability Insurance of \$20million is required noting the Council's interest as a co-insured with a cross-indemnity clause in favour of the Council.
 (See full **Conditions of Hire** below)

7-day Hire

Smaller Marquees Capacity	
35 person - (7.3 x 7.3 m)	
68 person - (7.3 x 10.9 m)	
120 person - (7.3 x 16.9 m)	

Large Marquee * (variable to 1000 people 18.3 x 39.6 m)

47m x 25m (4 main poles)	
40m x 25m (3 main poles)	
32m x 25m (2 main poles)	
25m x 25m (1 main pole)	

Privacy

Your personal information will be collected, stored, used and treated in compliance with the *Privacy Act 1988 (Cth)* and the Australian Privacy Principles (APP) in force from time to time. Where they are not inconsistent with the above Commonwealth laws, Section 739 of the *Local Government Act 1993 (NSW)(NI)* (protection of privacy) as well as the NSW Model Privacy Management Plan for Local Government and the Privacy Code of Practice for Local Government (NSW) may also be or become applicable to our management and use of your personal information.

NAME OF APPLICANT *

Address *

Email *	Phone Contact number(s)
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Size/s and number/s of tent or marquee to be hired *

Where the tent/marquee is to be erected *

Purpose that the tent/s marquee to be used for *

Date Tent/Marquee to be hired *

Date Tent/Marquee will be returned to Local Services Depot *

Business/Company Name (if applicable)

ABN/ACN number

Signature of Applicant *

Date

I/We as a person over the age of 18 years and not being under any disability or prohibition from doing so have read and acknowledge the terms and conditions and agree to and will be bound for ourselves and our heirs' executors' administrators and successors at all times by all the conditions and details.

Signed *

Date

- Evidence of public liability insurance to the value of at least \$20 million attached
- Exempt from providing public liability insurance (*please obtain and attach written confirmation from the Norfolk Island Regional Council before choosing this box*)

Indemnity

The Hirer must sign and hereby signs by signing this document an irrevocable Release and Indemnity Form to indemnify the Norfolk Island Regional Council and its staff and authorised personnel from any and all kinds of liability once the Hirer assumes hire of the Marquee/s.

NOTE Please attach the completed form to this application.

Public Reserves Permit

If the marquee is to be erected in a Public Reserve designated under the *Public Reserves act 1997 (NI)* or any similar law in Norfolk Island thereto, a permit from the Conservator of Public Reserves is required prior to erection. If the marquee is to be erected in a Public Reserve, please attach the Conservator of Public Reserve's permit to this application.

Condition of Hire

1. Hire fee is to be paid at least 21 days prior to commencement of hire.
2. Subject to Clause 5, once the Marquee has been fully assembled by the Norfolk Island Regional Council, the Hirer assumes exclusive rights to access to and use of the Marquee and may refuse access to any person (other than Council personnel acting in the course of their duties, emergency services and police or any other person authorised or required by law to access or use the marquee) in the hirer's absolute discretion. In the event of a disaster or emergency being declared for Norfolk Island, this hire agreement may be terminated immediately without compensation to the hirer in the event that any marquee hired under this agreement is required in the absolute and sole opinion of the relevant emergency services officers/disaster and emergency management officers / Council Officers / Conservator of Public Reserves / General Manager of Council for use in any way in regard to any such disaster or emergency and the hirer shall comply at all times in such event with any and all lawful directions or requirements of any disaster or emergency management officials for Norfolk Island.
3. If the marquee has been erected by the Norfolk Island Regional Council, at no time shall the Hirer attempt to assemble or interfere with or change the structure of the Marquee.
4. Once the Marquee has been fully assembled, the Hirer is exclusively responsible and liable at all times for provision at the hirer's expense of all adequate security and safety regarding the Marquee and any damage to the Marquee during the Period of Hire shall be a debt recoverable at any time despite any limitation period prescribed by law by the Norfolk Island Regional Council from the Hirer in a court of competent jurisdiction for Norfolk Island.
5. At all times the Hirer shall allow access to the Marquee to any officer of the Norfolk Island Regional Council or nominated representative thereof for the purpose of inspecting the structure to ensure safety and security.
6. The Hirer to ensure that at the end of each day or night, the entrance to the Marquee is closed securely to prevent any damage from winds or storm while the marquee is unoccupied
7. An additional charge may be payable by the hirer to the Norfolk Island Regional Council for carrying out the daily safety inspections as outlined in clause 5.
8. The Hirer shall comply with all reasonable written and oral requests or directions by an officer of the Norfolk Island Regional Council with respect to safety and security of the Marquee and for users of the Marquee.
9. Unless otherwise agreed and/or in the absence of proper approvals or court orders, the following activities are prohibited from taking place within the Marquee:
 - a) Cooking or food preparation,
 - b) Smoking,
 - c) Use of vehicles, machinery or industrial plant.
 - d) Unlawful or illegal activities of any kind
 - e) Unapproved activities of any kind where such activities require any approval or permit to be obtained
 - f) Service of alcohol to minors
 - g) Activities constituting a nuisance or offensive conduct (including but not limited to playing or allowing to be played loud music or creation of loud noise of any kind after midnight and before 8am on any day.

- h) Adult entertainment of any kind (e.g. striptease shows – whether full or partial, lingerie shows, wet t-shirt type events, etc.)
10. At the end of the Event the Hirer shall vacate the Marquee leaving it in a clean undamaged and reasonable state so as to allow (if not properly disassembled by the Hirer in regard to any Marquee or tent other than the 1,000 person marquee), the Norfolk Island Regional Council to move in and commence to disassemble the Marquee or tent at such time as the Council staff may so determine (1000 person large marquee is **not** to be disassembled by any party other than the Norfolk Island Regional Council).
 11. The Hirer shall notify the Norfolk Island Regional Council or nominated representative thereof immediately of any structural failure, structural malfunction, health or safety concerns and/or damage of any kind to the Marquee immediately upon the Hirer becoming aware of such failure, malfunction, concerns or damage. The marquee will not be used and must stop being used until the issue has been resolved to the satisfaction of the Norfolk Island Regional Council or nominated representative thereof.
 12. If, in the opinion of the Norfolk Island Regional Council or nominated representative, the nature of the structural failure or damage to the Marquee represents a danger to the public or any users of the Marquee then the Norfolk Island Regional Council or nominated representative may notify the Hirer orally or in writing that the Marquee is so unsafe that entry to the Marquee will be restricted solely to persons who can remedy the structural failure or damage.
 13. If, in the opinion of the Norfolk Island Regional Council or nominated representative, the Hirer is or is permitting conduct that is likely to or may cause damage to the Marquee, then the Norfolk Island Regional Council or nominated representative may require the Hirer to vacate the Marquee immediately, without further notice, unless and until the conduct ceases (whether or not the conduct may otherwise be lawful).
 14. The Hirer may terminate this Agreement by providing a notice in writing to the Norfolk Island Regional Council or nominated representative 21 days prior to the commencement of the Event without penalty.
 15. If the Hirer terminates this Agreement at a time less than 21 days prior to the commencement of the Event the following fees shall apply;

a) 20 days to 14 days:	50% of the total agreed Hire Fee
b) 13 days to 08 days:	60% of the total agreed Hire Fee
c) less than 7 days:	75% of the total agreed Hire Fee
 16. The question of any refund, reduction or discount in regard to any hire fee shall be a matter in the absolute and sole discretion of the Council as determined by the Norfolk Island Regional Council or nominated representative thereof at any time or by the final and absolute binding determination of the General Manager of the Council on any appeal by the hirer
 17. The Norfolk Island Regional Council or the General Manager of the Council may terminate this Agreement without prior notice at any time if in the reasonable opinion of any such office holders, the Hirer has breached, is breaching or is likely to breach any one or more of the terms and conditions contained within this Agreement and may for that purpose enter or cause Council staff to enter at any time without prior notice any property where the hired marquee or tent may be located for the purpose of recovering possession power custody and control of such marquee or tent on behalf of the Council.
 18. Ownership at law and in equity of any marquee or tent hired under this agreement remains at all times that of the Norfolk Island Regional Council (NIRC) regardless of and despite any claim, demand, debt, judgement, set-off, or the like which the hirer may have or believe they may have as against the council and the council by its servants', agents', employees and the like or any other person may take any lawful action necessary or convenient for the protection and preservation of the Council's ownership, possession, power, custody and control of any marquee or tent.
 19. No warranty (express or implied) of any kind whatsoever is given at any time by the Norfolk Island Regional Council nor by any council employees agents or representatives as to the fitness or suitability of any marquee or tent hired under this agreement for any purpose or use of any kind whatsoever and the hirer for themselves, their heirs, executors, trustees, administrators, guests,

customers, visitors, clients, and the like or any other person jointly and severally acknowledges and indemnifies absolutely the Council and its staff etc. against any and all claims of any kind in that regard.

20. Where in the opinion of the Norfolk Island Regional Council or nominated representative, the breach relates to an issue of criminal conduct, health and/or safety of anyone, the Norfolk Island Regional Council or nominated representative may, subject to clause 11 and/or 16, terminate this Agreement immediately.

Special Conditions of Hire:

(Approved by nominated Norfolk Island Regional Council representative)

LODGEMENT DETAILS

You can lodge the completed application by:

Mail: Norfolk Island Regional Council
PO Box 95
NORFOLK ISLAND

Email: customercare@nirc.gov.nf

In person: Customer Care Team
9 New Cascade Road
NORFOLK ISLAND

What now: Once your application is received an Officer will respond within 10 working days.

OFFICIAL USE ONLY

Receiving Officer - Name:

Date:

Receiving Officer – Signature:

Description of Tent/Marquee hired

Number tents/marquee hired

Hiring fee paid

\$

Receipt number

ATTACHMENT TO AGREEMENT TO HIRE MARQUEE FORM

RELEASE AND INDEMNITY

I/We *

Of (*name of Company/Association etc.*) *

Of (*address*) *

IN CONSIDERATION of the grant of an approval to erect the Norfolk Island Regional Council Marquee as outlined in the 'Agreement to Hire Marquee' form ('the Marquee') on

Portion number *

Situated in (*name of Road*) *

From (*date*) to (*date*) *

HEREBY IRREVOCABLY RELEASE, INDEMNIFY and undertake to keep indemnified at all times including after the period of hire the Norfolk Island Regional Council, its officers, employees and agents against all claims, demands, applications, motions, writs, summonses, public liability, legal liability, other liability, losses (whether or not actual, contingent, prospective, anticipated, future, economic, or otherwise), claims or proceedings of any kind whatsoever at any time whatsoever (including for all legal costs, expenses, and disbursements of any kind whatsoever) for any personal injuries, to or death of any person, or for any injury or damage to any property or for any loss or damage of any kind arising out of or in connection with or as a result of in any way from any activity whatsoever during the use by me/us of the Marquee on the above mentioned land hired for the Norfolk Island Regional Council which shall be in accordance with the Guidelines for Use.

PROVIDED HOWEVER the above Release and Indemnity shall not apply to any action or claim arising out of the negligent acts, omissions or defaults of the Norfolk Island Regional Council or any officer, servant or agent thereof.

Dated *

Signed *

Authority of Signatory *

Witness (*Sign and print name*) *