

APPLICATION FOR HIRE OF COUNCIL PLANT / EQUIPMENT

About this form: You must use this form when hiring plant or equipment from the Norfolk Island Regional Council

How to complete this form

1. Ensure that all fields have been filled out correctly in BLOCK LETTERS.
2. Please note that fields on this form marked with an * are mandatory and must be completed before submitting this form
3. The hirer will be invoiced by the Norfolk Island Regional Council for the plant/equipment hired

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 *	
Home:	Work/Mobile:

Plant/Equipment to be hired *
Where the plant/equipment to be hired is required (eg Road, property, area) *

Date and time hiring of plant/equipment commenced *
Date and time hiring of plant/equipment was completed *
Purpose of hiring plant/equipment (<i>give brief detail of work to be carried out</i>) *

Business/Company Name (if applicable)	ABN/ACN number
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Applicant Signature	Date
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By the signing of this application for hire, the hirer for and on behalf of themselves and for all persons claiming at any time through them irrevocably agrees (in return for the provision of the hired equipment to them) to absolutely indemnify and save harmless the Norfolk Island Regional Council [the Council] (together with all employees and agents thereof jointly and severally) against any and all kinds of claims which may be made at any time against the Council and/or any employees thereof for any loss, damage, injury or death to anyone including Council employees and including any business or organisation, as well as against claims for any damage to property anywhere which may directly or indirectly be occasioned or alleged to have been caused in any way by any use of the hired Council plant or equipment at any time, including but not limited to the period of hiring. The hirer hereby accepts that the equipment is supplied as is and no warranties of any kind are made nor given by the Council as to the suitability or fitness of the hired equipment for any purpose or location. Use of hired equipment is entirely at the hirers own risk and liability.

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:	You will be invoiced for the hiring of Council plant/equipment
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OFFICIAL USE ONLY

Receiving Officer - Name:	Date:
Receiving Officer - Signature:	

Plant/Equipment hired	Number of hours plant/equipment hired
Hourly Rate: \$	Amount to Invoice: \$

CONDITIONS OF HIRING

1. The hirer agrees to pay such rates of hire as may be fixed by the Norfolk Island Regional Council from time to time.
2. Any overtime worked by an operator and paid for by the Norfolk Island Regional Council will be charged to the hirer in addition to the ordinary rates of hiring.
3. The hiring rate charged for the hire of the plant/equipment shall include fuel, oil and the operator's wages at the usual rates of pay for ordinary time.
4. The period of hiring shall be calculated from the time the plant/equipment leaves the Norfolk Island Regional Council Local Services Depot until the time of its return provided that:
 - a. If the hirer after a period of operation instructs the operator or, in the absence of an operator, that the plant/equipment is temporarily not further required and the plant/equipment ceases operation, the hiring charge for the period worked shall be calculated to the time required for the operator to return to the Norfolk Island Regional Council Local Services Depot or until the plant/equipment is securely and safely packed, whichever is the later; but
 - b. If the plant/equipment, after having been temporarily withdrawn from operation, is required by the hirer to resume operation within four hours after having been withdrawn from operation, the period of hiring shall be deemed to have been continuous;
5. The hirer must notify the Norfolk Island Regional Council immediately of any accidents/incidents involving and any damage to the plant/equipment;
6. Any repairs required to the plant/equipment as a result of damage suffered during the period of hiring, fair wear and tear excepted, shall be chargeable to the hirer; and,
7. The charge rate for hire of Plant/Equipment and Operator (excluding operator overtime), shall be as per the Operational Plan, Fees and Charges Schedule for the current financial year.
8. The hirer hereby agrees to indemnify the Norfolk Island Regional Council against any claim which may be made against the Norfolk Island Regional Council for any injury to any person including employees of the Norfolk Island Regional Council, or damage to property which may directly or indirectly be occasioned by the use of the equipment during the period of hiring.