



Contact Details			
Event Organiser:			
Contact Person:		Position:	
Postal Address:	Street/Road Name:		
	Town:	Postcode:	
Phone:		Mobile:	
Email:			

Event Details					
Date Required:		Start Time:		Finish Time:	
Location of Set Up:					
Name of Event:			Estimated Number of Attendees:		
Collection Date:			Collection Time:		
Return Date:			Return Time:		

Trailer Bin Details:		
<p>Pick up and return of trailer:</p> <p><input type="checkbox"/> Casterton Works Depot 3 Rhodes Street, Casterton</p> <p><input type="checkbox"/> Heywood Works Depot 53 Beavis Street, Heywood</p> <p><input type="checkbox"/> Portland Parks and Gardens Depot Fitzgerald Place, Portland</p> <p><input type="checkbox"/> Portland Transfer Station Derril Road, Portland</p> <ul style="list-style-type: none"> • Please note that the trailer has a round 5 pin trailer plug, alternative adaptors must be supplied by the user • Each trailer carries 12 bins (6 Rubbish, 6 Recycling) • Trailers are designed to carry 12 bins. If less than 12 bins are required then users must supply straps and ropes to secure bins to trailer. 		
<p>Bins stations include both Rubbish and Recycling Receptacles</p> 	<p>Ensure your patrons are well informed of the bin system by using clear signage</p> 	<p>Please note: Drop off and pick up times need to be negotiated with the Resource Management Officer, Assets & Waste to ensure bookings are kept.</p> <p>Users must arrange for bins to be emptied and cleaned prior to returning to the depot.</p>

CONDITIONS OF USE

1. APPLICATION

The right to use the trailer is subject to the Council receiving a copy of this form signed by the proposed Event Organiser undertaking to comply with these conditions.

2. COMMITMENT

In utilizing the trailer the Event commits to delivering waste and recyclables to suitable locations and submitting disposal receipts and a financial report to Council at the completion of the event.

3. BOOKINGS

Bookings are considered tentative until receipt of this completed form and the waste trailer booking form are submitted to Council. Tentative bookings will be held for 14 days only.

4. ADULT SUPERVISION

Event Organisers under the age of 18 years must have the application form completed and signed by an adult who will be supervising the event. The person completing this form and whose signature appears on the same is subject to these terms and conditions.

5. USE FEE

There is no payment required for use of the Event Trailer. A fee will be incurred however if a) no recycling takes place at the event b) if the trailer or bins are returned dirty or damaged.

6. 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 notified in writing.

7. 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 herein the name of the Event Organiser providing coverage for a minimum of \$5M.

The Public Liability Policy shall be affected 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 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 the way of Certificate of Currency, which must be annexed to this agreement, and form part of the agreement.

8. IDEMNITY

The user/Event Organiser agrees to indemnify and to keep indemnified, the Council, its servants and agents, and each from and against all actions, costs, claims, charges, expenses, penalties, demands and damages whatsoever which may be brought or be 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 servants or agents, contributed to the loss or liability.

8. IDEMNITY CONT.

The user/Event Organiser agrees to hold harmless the Council, its servants 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.

9. 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.

10. THEFT

Neither Council nor its servants shall be liable for any theft, loss, damage, or injury suffered by the event, or any person using equipment during the period of use.

11. 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 Event.

12. DAMAGE/LOSS

The Event shall accept full financial responsibility for damage or any loss of equipment to Council property except for normal wear and tear. Council reserves the right to recover costs of significant damage caused to the trailer.

13. 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.

14. ASSIGNMENT

The Event which is granted permission to use the trailer shall not assign the right of use to any person, organization or body.

I acknowledge having received and read the above 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.

Name: _____

Event: _____

Signature: _____

Date: _____

Questions & Info: Resource Management Officer 03 55222308

Return this form to: Resource Management Officer – Glenelg Shire Council, Assets and Infrastructure
PO Box 152 Portland, Victoria 3305. Fax: 03 55222290 or to Glenelg Shire Council’s Customer Service Centres.

The personal information requested on this form is being collected by the Glenelg Shire Council for municipal purposes as specified in the *Local Government Act 2020*. The Council will use this information only for the specific purpose of collection or for directly related purposes. The information will not be disclosed except as required or specifically authorised by law. You may request access to any personal information that Council may have collected about you. Also, you may request correction of your personal information if you can establish that it is not accurate or complete. Such requests should be directed to Council’s Privacy Officer on telephone 03 5522 2305.

Office Use Only: Change to suit needs

- Enter into booking diary/calendar, advise of availability in writing
- Save form in booking directory
- Advise Parks and gardens Supervisor at Portland depot of booking dates to assist monitoring