# **Activity Trailer Hire: Terms and Conditions**

The City of Armadale provides access to the Activity Trailer to local Community Organisations and Not for Profit Organisations, subject to the following Terms & Conditions.

#### 1. Hire

- 1.1. All applications must be through the official/current application format.
- 1.2. Access to the Activity Trailer is only available to people on behalf of Community Organisations and Not for Profit Organisations to be used for a community event.
- 1.3. You must be over 18 years of age to lodge an application.
- 1.4. <u>First time</u> booking applications must be received at least **10 business days (two weeks)** prior to the first required booking date. You are advised not to advertise your booking until that time. The City shall not expedite, prioritise or confirm bookings purely for the reason that they been prematurely advertised or promoted by the applicant.
- 1.5. All regular hirers are required to have current Public Liability Insurance of a minimum \$10,000,000 and must provide a copy with their application. It is the responsibility of the hirer to provide an updated copy following annual renewal.
- 1.6. Following a successful application, the hirer will receive a confirmation email, summary of booked dates and invoice for the facility bond.
- 1.7. No access will be provided until bond payment has been processed.
- 1.8. It is the responsibility of the hirer to maintain the security of the trailer, its contents and accompanying keys provided.
- 1.9. There is a minimum of one hour booking time per booking.
- 1.10. The City of Armadale reserves the right to cancel any booking due to unforeseen circumstances. The City will make every effort to provide the hirer with as much notice as possible.
- 1.11. Any cancellations or other booking amendments must be made within two workings days of the booking or amendment date.

## 2. Fees and Charges

2.1. There is no fee to hire the Activity Trailer, however a bond must be paid prior to use.

#### 3. Bonds

- 3.1. A bond is applicable to all bookings and charged in accordance with the current Fees and Charges schedule.
- 3.2. The bond must be paid in one payment online when booking or by cash, credit card or bank cheque prior to booking commencement. No part payments accepted.
- 3.3. The bond will be returned to the person/organisation that made the payment via Electronic Funds Transfer (EFT) or returned to the hirer's account if booked online. An EFT form is required to be completed to commence this process and will be supplied to the hirer after completion of all bookings. Bonds are refunded once any invoices are paid and the Activity Trailer is returned.
- 3.4. Bond deductions and/or invoices will be raised to recover all costs incurred as a result of hirer activities, including but not limited to:
  - 3.4.1. Damage to the trailer or equipment
  - 3.4.2. Additional cleaning costs
  - 3.4.3. Breach of Conditions of Hire
  - 3.4.4. Security or City of Armadale staff call-out
  - 3.4.5. Unauthorised additional time
  - 3.4.6. Loss of keys
  - 3.4.7. False or misleading information given regarding the nature of the booking.
- 3.5. The City Motor Vehicle excess is \$500 that applies to the Activity Trailer. Should there be any damages exceeding this value and/or should the value of damages be less than the excess the City reserves the right to deduct the value of repairs from the bond amount.



## 4. Collection, Storage and Returning of the Trailer

- 4.1. Hirers must pick up the keys for the trailer from the City of Armadale Administration Centre, 7 Orchard Rd, Armadale during office hours on the day of, or day prior to your booking.
- 4.2. Hirers must collect the trailer from the Armadale Fitness and Aquatic Centre (AFAC), 60 Champion Dr, Seville Grove WA, during their hours of operation. Opening hours vary seasonally and can be viewed here:

  <a href="https://active.armadale.wa.gov.au/opening-hours.">https://active.armadale.wa.gov.au/opening-hours.</a> At AFAC, go to the reception desk and ask for the Customer Service Team Leader, stating that you are there to collect the Activity Trailer keys. Show them confirmation of your booking. An AFAC staff member will remove the trailer from its storage space for you.
- 4.3. Hirers must inspect the trailer before taking possession, making note of any existing damage and emailing info@armadale.wa.gov.au.
- 4.4. The trailer must be towed by a vehicle with suitable towing capacity and the appropriate towing mechanisms. The Activity Trailer is fitted with a 50mm tow ball and seven pin round electrical plug.
- 4.5. There are solar panels on the roof of the trailer. Please be mindful of this when driving and parking.
- 4.6. The trailer has a manually operated patio awning attached. Instructions for use can be viewed on our website and are provided with the trailer.
- 4.7. A hirer can keep the trailer overnight or over a weekend, however, it is the hirer's responsibility to make sure the trailer is secure and safe at all times.
- 4.8. The trailer is fitted with solar panels and does not require charging. If you are hiring the trailer over a weekend, ensure that it is in a sunny position. Alternatively, if this is not an option or there is no sun, you may plug the trailer in to a normal power point using the provided extension cord only.
- 4.9. A hirer can keep the trailer overnight or over a weekend, however, it is the hirer's responsibility to make sure the trailer is secure and safe at all times.
- 4.10. Return the Activity Trailer and key to the Armadale Fitness and Aquatic Centre (AFAC) at the reception desk during AFAC opening hours. The hirer must advise the staff member of damage before you leave.
- 4.11. Return the keys to the City of Armadale Administration Centre the same or next business day during office hours.

### 5. Hirer's Responsibilities

- 5.1. The Trailer and its contents can only be used for a community event. You can use it for fundraiser for your group, host a community event, or an event for your group.
- 5.2. The Organisation acknowledges and agrees that the trailer and equipment is hired as is. No warranty or representation has been given or made to the Organisation by the Councils as to the suitability of the trailer and equipment for the hirer's event. If you are unsure if your idea is suitable, contact the team via <a href="mailto:CSAdministration@armadale.wa.gov.au">CSAdministration@armadale.wa.gov.au</a>.
- 5.3. The hirer is responsible for collecting the keys from and returning them to the City of Armadale Administration
- 5.4. The hirer is responsible for collecting the trailer from and returning it to the Armadale Fitness and Aquatic Centre (AFAC).
- 5.5. The hirer agrees to be responsible for all equipment outlined in the equipment list provided with the trailer. All care must be taken to ensure equipment is not lost, stolen or damaged due to negligence.
- 5.6. To use the trailer, hirers must provide their own cooking and cleaning equipment. Items that may be required that are not provided by the City include:
  - Cooking and food handling equipment:
  - Gas BBQ bottle
  - Food handling gloves
  - Chopping Boards
  - Knives
  - Oven Mitts
  - Tongs
  - Baking Trays and BBQ Foil trays
  - Ice
  - Cleaning equipment:
  - Hand sanitiser



- Bin Bags
- BBQ Cleaning Brush
- Rubber Gloves
- Bucket
- Dish Cloths and sponges
- Dish washing detergent
- Multi-Purpose Cleaning spray
- Water
- 5.7. The hirer is responsible to ensure all equipment is returned in the manner in which it was borrowed and will be accountable for any replacement cost associated with loss or damage.
- 5.8. Before returning the trailer, the hirer must ensure that the trailer is free of rubbish and debris and the hirer's belongings removed. All equipment is to be returned to its designated storage area, these areas are clearly labelled. The external area of the trailer is to be washed and any water to be drained from water tank.

## 6. Electrical Compliance

- 6.1. All electrical appliances and cords must carry a current compliance tag by a licensed electrician. Any power outage that requires a call out by staff and/or City's electrical contractor, as a result of a non-compliant device, may result in an additional cost to the hirer.
- 6.2. The hirer is responsible for ensuring that any electrical equipment they wish to use with the trailer is within the carrying capacity of the outlets and circuits of the trailer. This can be assessed by liaising with the City prior to the hiring date.
- 6.3. The hirer will be responsible for any costs incurred due to electrical outages of the trailer and equipment and/or repairs caused as a result of non-compliant equipment or overloading of outlets and circuits.

### 7. Restrictions

- 7.1. The Activity Trailer is not to be used outside City of Armadale boundaries.
- 7.2. The Activity Trailer is only for community activities. It is not to be used for personal or commercial purposes.

# 8. City of Armadale Responsibilities

- 8.1. The City of Armadale will make every effort to provide the hirer with a clean and tidy trailer.
- 8.2. The City of Armadale will take every reasonable care and precaution to ensure that all equipment is in proper working order but will not accept responsibility for breakdowns beyond its control.
- 8.3. The City of Armadale is not responsible for any damage, theft or loss of items belonging to, or of the responsibility of the hirer.

#### 9. Assistance

- 9.1. If you require assistance during office hours contact the Community Development Team on 9394 5642.
- 9.2. For afterhours queries regarding keys or emergency maintenance, contact the City's after hours service on 1300 886 885. Note charges may apply if the reason for call is deemed a fault of the hirer.
- 9.3. Report any observed damage to <a href="mailto:info@armadale.wa.gov.au">info@armadale.wa.gov.au</a>.

# 10. Disputes/Complaints

Any disputes must be made in writing and marked to the attention of: Community Development Lead City of Armadale Locked Bag 2 ARMADALE WA 6112 info@armadale.wa.gov.au

