



# Application for Hire of DCA Equipment

## SECTION 1 - APPLICANT'S DETAILS

Name of Organisation \_\_\_\_\_  
Applicant's Name \_\_\_\_\_  
Applicant's Position \_\_\_\_\_  
Postal Address \_\_\_\_\_  
Email Address \_\_\_\_\_  
Telephone/Mobile \_\_\_\_\_

The **Hirer** is the applicant, as shown above and who signs Section 6 – Declaration, unless the application is signed on behalf of an organisation, in which case that organisation shall be the Hirer and shall be jointly and severally liable with the person who signs the form.

## SECTION 2 - HIRE DETAILS

Nature of Function \_\_\_\_\_  
Date/time of Function \_\_\_\_\_  
Equipment Collection date: \_\_\_\_\_ Return date: \_\_\_\_\_

The **Hire Period** is for the date/s of equipment hire as shown above. It is the responsibility of the Hirer to collect and return the equipment on the dates shown above. Please note the DCA Office is open from Monday to Friday, 9:30am to 3:30pm.

## SECTION 3 - EQUIPMENT AND FEES

The following equipment hire charges are due to be paid prior to the Hire Period, and if any extra hire, maintenance or cleaning charges should become due for any reason, an invoice will be submitted for the balance after the Hire Period.

Enter the number required and the total line item cost for each item.

Qty _____ (12)	foldable 1.8m trestle tables – \$11 each	\$ _____
Qty _____ (16)	flat 1.8m trestle tables - \$11 each	\$ _____
Qty _____ (10)	round 1.8m tables - \$11 each	\$ _____
Qty _____ (12)	flat trestle table covers (black) - \$5 each	\$ _____
Qty _____ (5)	boxed trestle table covers (black) - \$5 each	\$ _____
Qty _____ (10)	round table covers (black) - \$5 each	\$ _____
Qty _____ (150)	plastic chairs (cream, green or blue) - \$2.50 each	\$ _____
Qty _____ (8)	large easels - \$7 each	\$ _____
Qty _____ (7)	small easels - \$5 each	\$ _____
Qty _____ (1)	gas BBQ - \$55	\$ _____
Qty _____ (1)	esky - \$35	\$ _____
Qty _____ (1)	Santa suit - \$35	\$ _____
TOTAL EQUIPMENT HIRE COST (incl GST)		\$ _____

Please note all equipment hired must be returned in the condition in which it was hired. If the hire is cancelled by the Hirer with less than 24 hours' notice given, the DCA reserves the right to retain 100% of the fees.

## SECTION 4 - BONDS

The following bonds will be charged per hire, in addition to any other fees and charges. This bond is due to be paid prior to the Hire Period, and shall be fully refunded in the event that the equipment is returned in the condition in which it was hired, providing no damage occurs to the equipment and no extra maintenance or cleaning is required.

Please note the bond is the greater of the set minimum price or the total cost per item.

Tables \$50 minimum - or \$10 each	\$ _____
Table covers \$20 minimum - or \$5 each	\$ _____
Chairs \$20 minimum - or \$2 each	\$ _____
Easels \$30 minimum - or \$5 each	\$ _____
BBQ \$200	\$ _____
Esky \$50	\$ _____
Santa suit \$50	\$ _____
TOTAL EQUIPMENT BOND COST (no GST)	\$ _____

Please provide the following information if bond is to be refunded by direct deposit:

Bank Account Name: \_\_\_\_\_  
BSB Number: \_\_\_\_\_  
Bank Account Number: \_\_\_\_\_

## SECTION 5 - TERMS AND CONDITIONS OF USE

The use of DCA Equipment (equipment) is permitted by the Dampier Community Association (DCA) on the understanding that the following rules are adhered to at all times.

If a Hirer breaches the Conditions of Use, the hire may be cancelled with no notice period and without refunding any payments made.

### Terms of Hire

1. These terms of hire are between the DCA and the applicant as stated above (the Hirer) in Section 1 of the Hire Application part of this form.
2. Hire is for the period stated above (the Hire Period) in Section 2 of the Hire Application part of this form. Any extension to the Hire Period must be agreed to by the DCA. The Hire Period is completed when the equipment has been returned to the DCA in the same condition in which it was hired on or by the date stated in Section 2 of this form.
3. Hire is subject to approval by the DCA. Once the Hire Application Form is signed the Hirer is automatically bound by all terms and conditions of usage of the equipment.
4. The person signing the Hire Application Form (the Hirer), is personally responsible for ensuring that all terms and conditions are adhered to, unless the application is signed on behalf of an organisation, in which case that organisation shall be the Hirer and shall be jointly and severally liable under these conditions with the person who signs the form.

### Fees and Bonds

5. Hire fees and bonds are as stated above in Section 3 & 4 of the Hire Application part of this form.
6. Hire fees and bonds are required to be paid prior to the Hire Period, either by Direct Deposit or Cash. If paying

by Direct Deposit the Hirer must provide the DCA with a remittance advice confirming payment has been made, prior to the Hire Period.

7. A bond will be charged per item hired, as stated above in Section 4 of the Hire Application part of this form, in addition to any other fees and charges. This bond shall be fully refunded in the event that the equipment is returned in the condition in which it was hired, providing no damage occurs to the equipment and no extra maintenance or cleaning is required.
8. The bond may be applied against any amounts payable by the Hirer under these terms, with any portion of the bond not applied being refunded to the Hirer within 10 days of the return of the equipment.

### **Cancellation of Hire**

9. Should the Hirer have to cancel a confirmed booking, the DCA Office should be informed immediately and all cancellations should be confirmed in writing. If the hire is cancelled by the Hirer with less than 24 hours' notice given, the DCA reserves the right to retain 100% of the total hire fees.
10. The DCA, in extreme and unavoidable circumstances, reserves the right to cancel any hiring without notice. In the event of a hiring being so cancelled any fees or bonds which has been paid will be refunded to the Hirer. The DCA shall not be held liable nor be required to pay compensation for any loss sustained as a result or in any way arising out of the cancellation of the hiring.

### **Collection and return of Equipment**

11. The Hirer is responsible for collecting and returning the equipment to the DCA on the dates stated in Section 2 of the Hire Application part of this form. The DCA does not offer a delivery service.
12. The Hirer agrees that the equipment has been received by the Hirer clean, but not necessarily sterile, and in good working order. The Hirer must confirm the sterility of any equipment from which food or drinks are to be served, prior to use.
13. The Hirer must return the equipment to the DCA at the end of the Hire Period, in a complete, clean and dry state, free of all foreign matter.
14. The DCA's count and decision as to the condition of equipment prior to collection and on return shall be final.

### **Obligations of the Hirer**

15. The Hirer agrees that the use of the equipment carries with it dangers and risks of injury and the Hirer agrees to accept all dangers and risks.
16. The Hirer shall not use the equipment for any purpose other than that purpose declared in Section 2 of this form.
17. The Hirer agrees that the equipment will only be used for its intended purpose and in accordance with any manufacturer's instructions and recommendations whether supplied by the DCA or posted on the equipment in regard to its operation, maintenance and storage.
18. The Hirer agrees to operate, maintain, store and transport the equipment strictly in accordance with any instruction provided by the DCA and with due care and diligence.
19. The Hirer is responsible for participants or persons associated with the Hirer using the equipment during the Hire Period (Associated Users).
20. The Hirer is responsible for ensuring that all Associated Users operating or erecting the equipment are instructed in its safe and proper use.
21. The Hirer shall not allow anyone else to use the equipment, or any part thereof, except with prior written approval of the DCA.
22. The Hirer agrees to comply with all occupational health and safety laws and regulations relating to the use of the equipment and associated operations.
23. The Hirer shall organise any necessary insurances to cover all foreseeable risks, and shall provide the details of such insurance to the DCA Office upon request, including but not limited to, Public Liability Insurance.
24. The Hirer is responsible for ensuring that the equipment used during the Hire Period is returned in the condition in which they were hired and are maintained in a safe condition during the hire. Failure to comply with this means the Hirer will be charged an amount, taken from the bond or invoiced after the Hire Period, to cover costs of any repairs or cleaning required.

## **General Conditions of Hire**

25. The Hirer agrees that DCA retains the right of ownership of the equipment and that the Hirer has rights to use the equipment with no rights to ownership.
26. The Hirer agrees not to offer, agree or purport to sell, assign, let, lend, pledge, mortgage, hire or otherwise part with the equipment.
27. No alterations, additions, repairs or modifications may be made to the equipment except with the prior written permission of the DCA. Any such authorised alterations, additions, repairs or modifications shall be carried out in accordance with the directions and to the satisfaction of the DCA and shall be reinstated at the expense of the Hirer to the satisfaction of the DCA.
28. No DCA committee member, volunteer, employee or agent is permitted to accept hospitality gifts, either cash or in-kind, at any time. No gifts of this nature are to be offered.

## **Loss, Damage or Injury**

29. Any notable damage or failure of the equipment is to be reported to the DCA Office prior to the Hire Period, otherwise it will be deemed that this damage or failure occurred during the Hire Period.
30. The Hirer is responsible for any loss, breakage or damage to the equipment, irrespective of how that loss, breakage or damage occurred, during the Hire Period.
31. The Hirer is responsible for the cost of repairing or replacing any loss, breakage or damage to the equipment which occurs during the Hire Period.
32. The Hirer is liable for the payment of the new list price of any equipment not returned to the DCA.
33. The Hirer is responsible for informing the DCA Office of any injury or loss sustained by the Hirer or Associated User using the equipment during the Hire Period. This information must be presented in writing to the DCA Office within 24 hours of the incident. Any further information required by the DCA must be made available on request.

## **Cyclone Procedures**

34. Upon a Yellow Cyclone Alert being called prior to the Hire Period, the hire shall be cancelled.
35. Upon a Yellow Cyclone Alert being called during the Hire Period, the equipment shall be returned at, or before, the end of the Hire Period.
36. The equipment shall remain unavailable until such time as the DCA has ensured the safety of the equipment subsequent to the 'All clear with caution' being given.

## **Indemnity**

37. The Hirer agrees to use the equipment at their own risk and, to the full extent permitted by law, the Hirer hereby releases and waives any right to make a claim against the DCA for loss, theft, cost, expense, damage, death, accident or injury arising directly or indirectly from the Hirer's possession, use, maintenance, repair, storage or transport of the equipment.
38. To the full extent permitted by law, the Hirer releases, discharges and indemnifies the DCA against all claims, demands, actions, proceedings or expenses whatsoever arising out of or in connection to the hiring of the equipment, including but not limited to:
  - any loss, damage, accident or injury to property or person caused or contributed by the negligence of the Hirer or Associated Users, by reason of use of the equipment;
  - the negligent use or misuse of any equipment by the Hirer or Associated Users;
  - any loss due to any breakdown of machinery, failure of the supply of electricity, water leakage, fire, government restriction or Act of God, which may impact on the equipment.
39. To the full extent permitted by law, the DCA disclaims all liability for and does not give any warranties to the Hirer as to the condition of the equipment.
40. The indemnities contained in this document do not apply when the loss, damage, death, accident or injury was solely caused by the willful or negligent act or omission of a DCA Committee member, volunteer, employee or agent.

## **Governing Law**

41. This agreement is governed by the laws of the State or Territory where the agreement is made and both the DCA and the Hirer submit to the exclusive jurisdiction of the Court of that State or Territory.

## Disputes

42. Both the DCA and the Hirer agree that any disputes arising from the hire and use of the equipment (except in regard to payment of fees and charges) shall be negotiated with a view to settlement before litigation is pursued.

## Privacy Policy

43. The DCA will comply with the National Privacy Principles in all dealings with the Hirer.

## Breach of Terms and Conditions

44. Failure to comply with these terms and conditions in any way will be regarded as a breach of agreement.
45. The DCA reserves the right not to approve any hire request due to any breach of agreement.
46. The DCA reserves the right to cancel a hire at any time, and/or to cancel any permission for further use by the Hirer, due to any breach of agreement. In such event, the Hirer will not be entitled to any compensation or refund of any payment made in respect of such use. The DCA reserves the right to sue for recovery of any amount due.
47. Should activities be carried out which are not in accordance with those stated on the Hire application Form, this will be regarded as a breach of agreement and the activity will be closed down immediately. In such event, the Hirer will not be entitled to any compensation or refund of any payment made in respect of such use. The DCA reserves the right to sue for recovery of any amount due.

## SECTION 6 - DECLARATION

I agree to the above terms and conditions of hire

Applicant's Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

If applying on behalf of an organisation, your signature certifies that you have been authorised to sign on behalf of that organisation.

### DCA OFFICE USE ONLY

Application approved    \*\*\*\*\*YES \*\*\*\*\*NO

Approved by \_\_\_\_\_

Signed \_\_\_\_\_

Hire Fee            \$ \_\_\_\_\_

Invoice #            \_\_\_\_\_

Bond                \$ \_\_\_\_\_

Date Paid            \_\_\_\_\_

Returned in good order    \*\*\*\*\*YES \*\*\*\*\*NO

Bond Returned        \_\_\_\_\_