

Casual Hirers Liability Insurance Cover Form

Council is collecting your personal information (e.g. name, address, phone number etc), for the purposes as outlined on this form. This information will only be accessed by authorised Council officers and handled in accordance with Council's Privacy Statement governed by the *Information Privacy Act 2009*. Visit bundaberg.qld.gov.au/privacy for further information.

Bundaberg Regional Council (herein referred to as Council) strongly recommends you seek professional independent advice before deciding to avail yourself of this insurance cover.

I, _____

of _____

acknowledge that Council has in place a Casual Hirers Liability Insurance Cover, which is available at no cost to me unless a claim is made. If a claim is made, I acknowledge I will be responsible to pay the \$2,000 Policy Deductible (Excess). I further acknowledge that I have read the following clause which provides an understanding of the coverage terms and what constitutes a Casual Hirer for the purpose of this Insurance Cover. Given the terms below and the definition of a Casual Hirer for the purpose of this Insurance Cover, I confirm that meet the criteria for coverage under this policy.

Casual Hirer Coverage

Eligibility Criteria:

This cover does not extend to business or commercial operators. The Liability Insurance Policy Cover is restricted to Hirers who can be described as non-commercial, not incorporated and irregular users of Council facilities. Cover cannot be provided for incorporated bodies, sporting clubs or associations of any kind.

Casual Hirers are further defined as third parties who hire Council facilities for no more than a total of 12 days during this financial year.

Cover does not apply to fairs, festivals, fetes, parades, marches or other special events where more than 500 people are expected to attend.

No cover is provided for hires that involve the following activities, services or products provided by you as the hirer (*As the hirer you are responsible for ensuring any third party whose services you engage, have their own insurance*):

- fireworks, pyrotechnics or explosives
- inflatable recreational equipment (including jumping castles and inflatable slides), trampolines or amusement rides/devices (of any description – mechanical, powered or animal)
- high risk sports
 - o High risk sports are those that involve a high degree of inherent risk of injury and include (*but are not limited to*):
 - boxing or martial arts
 - gymnastics
 - weightlifting or athletics
 - cricket, baseball or similar involving the use of hard balls
 - competitive racing
 - parkour or obstacle course events
 - bull riding (mechanical or animal-based)
 - equine or livestock sports, including tethered rides
 - contact sports including football and soccer
 - sports conducted on courts

- climbing or abseiling.

It does not include sports with a low degree of inherent risk of injury such as indoor bowls, board games, lawn bowls, table tennis, cricket or baseball involving the use of a lightweight rubber ball of tennis ball (instead of the usual hard ball), frisbee, bocce, darts, billiards or similar.

- Sale of alcohol
- Sale of tobacco, e-cigarettes, electronic vaping devices, electronic nicotine delivery systems or similar smoking apparatus
- Sale of goods imported by you
- Sale of toys, including children's toys
- Flammable, dangerous and/or hazardous chemicals, petrochemicals, pool chemicals and flammable liquids with a flash point below 23°C
- Sale of animals, animal feed pet food or pet food supplements (not including pet treats for domestic animals)
- Use of live animals
- Bicycles, skateboards, in line skates, roller skates, scooters and associated protective equipment
- Inflatable pools, life jackets, floating devices and other floating aids
- Protective or safety equipment and/or clothing, eyewear and life preservation products
- Second hand electrical items & tools
- Automotive parts/accessories or any nature (including motorcycles)
- Sporting goods/equipment
- Swords, spears, bows, crossbows, firearms, ammunition of weapons of any kind
- Knives, not including chef/kitchen knives or garden pruning equipment
- Vaporisers and humidifiers
- Treatment risks including massage, acupuncture, chiropractic treatment and natural therapies
- Nutraceuticals or cosmetics
- Any medical device or alternative therapy medical device include any massage device
- Detergents and/or soaps (including natural) manufactured by yourself
- Candles of any description and including the burning or heating by flame of oils/essences but excluding incense sticks
- Vitamins, minerals, herbals and other health supplements (other than food)
- Children's cubby houses
- Children' swings, slides, playground equipment or climbing equipment
- Baby/infant clothing or children's clothing
- Child minding activities
- Photo booths

Anyone who cannot be covered by this cover must organise their own Public Liability Insurance, with cover to at least \$20 million and submit a copy of their certificate of currency as proof of cover no later than ten (10) working days prior to the event.

Terms and Conditions:

The Casual Hirers Liability Insurance only extends to the approved hirer and not to any third party engaged to offer services at the venue, including but not limited to catering services, entertainment, decorating services, etc. I understand that as the hirer, it is my responsibility to ensure all third parties whose services I engage provide their own Public Liability Insurance with cover to at least \$20 million.

I advise that upon reading this and having received independent advice (legal or otherwise) to satisfy my needs, I believe this definition extends to include myself in the circumstances I will be using the Council venue and I will avail myself of the cover.

I understand and acknowledge that Council is not representing the insurer and/or myself in respect of this insurance and is not in a position to grant or confirm cover in my particular instance other than to confirm that the Casual Hirers Liability Insurance policy is current.

In taking up this cover, I understand it is a condition of cover that I must take all reasonable

precautions to prevent incidents occurring that could result in claims against me.

I understand if any confidential information is provided to me in relation the circumstances I am hiring/using the venue for, that I am to keep that information confidential (except to the extent required by law to disclose it) including taking all action reasonably necessary to maintain confidentiality of such information and maintain security measure to protect it from unauthorized access, use, copying or disclosure.

The coverage extended to me as the covered person is reduced by Exceptions which apply to the policy, including: advertising liability, aircraft/aircraft products/watercraft/hovercraft, asbestos, assault and battery, contractual liability, cyber, defamation, employment liability, faulty workmanship, fines/penalties/liquidated damages, loss of use, participation, personal injury to umpires, pollution, product defect, product recall, professional liability, punitive damages, radioactivity and nuclear, sanctions, sexual abuse, terrorism, total listed human disease, vehicles and war. *A copy of the full policy wording can be provided to me on request if I am concerned about the coverage available to me.*

I understand that in the event of an incident occurring that could possibly result in a claim under this policy that I must advise Council as soon as possible thereafter so that guidance can be provided on the appropriate action to take, to ensure the Insurer is advised in accordance with Policy Conditions. I also understand that it will be my responsibility to pay the \$2,000 Policy Deductible (Excess).

If for some reason I may not be indemnified under this insurance, I understand that I would be personally liable for any claims arising out of my use of this venue.

Additionally, I understand that in the event of a claim or potential claim, I MUST NOT admit liability, negotiate or make any promise of payment unless the insurers first agree in writing. I understand that failure to comply with this could jeopardise my claim.

Venue and Hire Details

Council facility hired/used: _____

Date of hire/use: _____ to _____

Signed by Hirer: _____ Date: _____

** For the purpose of this acknowledgement "I" is construed to read "I" or "we" and "myself" is construed to read "myself" or "ourselves" to represent one or more persons.*