



PUBLIC LIABILITY INSURANCE FOR CASUAL USERS OF WYNDHAM CITY FACILITIES

FOR OFFICE USE ONLY
RECEIPT TO LEDGER No.
GLC 45.414.64302
GL TAXABLE.

Wyndham City holds an insurance policy that offers \$20,000,000 liability insurance protection for uninsured casual users of Council-owned facilities where a hire agreement is in place, subject to a \$250 excess for each and every claim and \$2,500 excess for each and every claim relating to halls with capacity of 150+, payable by the hirer.

To access cover, this form must be completed and a premium of **\$25.00** paid to Council **BEFORE** the event.

Maximum Period is 5 consecutive days. This premium contribution is current to 30 June 2023 and is subject to revision.

Hirers who hold their own annual public liability insurance do not require this cover – they need only to provide evidence of their policy number, expiry date, sum insured and the name of their insurer.

**THIS COVER IS AVAILABLE TO COMMUNITY GROUPS AND NOT-FOR-PROFIT GROUPS AND INDIVIDUALS.
THERE IS NO COVER AVAILABLE FOR COMMERCIAL ENTITIES THAT CHARGE ADMISSION OR DERIVE
MONETARY GAIN FROM THE ACTUAL HIRE ACTIVITY.**

HIRER DETAILS

NAME _____

ADDRESS _____

CONTACT PHONE NUMBER _____ DATE OF HIRE: ____/____/____

COUNCIL FACILITIES

- | | | |
|--|--|---|
| <input type="checkbox"/> Arndell Park Community Centre
Tick 29-49 Federation Blvd, Truganina | <input type="checkbox"/> Jamieson Way Community Centre
Tick 59 Jamieson Way, Point Cook | <input type="checkbox"/> Saltwater Community Centre
Tick 153 Saltwater Promenade, Point Cook |
| <input type="checkbox"/> Central Park Community Centre
80 Lonsdale Circuit, Hoppers Crossing | <input type="checkbox"/> Kelly Park Centre
1 Synnot Street, Werribee | <input type="checkbox"/> Tarneit Community Learning Centre
150 Sunset Views Boulevard, Tarneit |
| <input type="checkbox"/> Dianella Community Centre
6 Congo Drive, Tarneit | <input type="checkbox"/> Manor Lakes Community Learning
86 Manor Lakes Blvd Wyndham Vale | <input type="checkbox"/> Wayaperri House
110 Duncans Rd, Werribee |
| <input type="checkbox"/> Diggers Road Soldiers Memorial Hall
Diggers Road, Werribee South | <input type="checkbox"/> Old Shire Offices
Watton Street, Werribee | <input type="checkbox"/> Wyndham Park Community Centre
55-57 Kookaburra Crossing Ave., H/Crossing |
| <input type="checkbox"/> Featherbrook Community Centre
33-35 Windorah Drive, Point Cook | <input type="checkbox"/> Penrose Promenade Community Centre
83 Penrose Promenade, Tarneit | <input type="checkbox"/> Wunggurrwil Dhurrung Centre
19 Communal Road, Wyndham Vale |
| <input type="checkbox"/> Grange Community Centre
260-280 Hogans Road, Hoppers Crossing | <input type="checkbox"/> Point Cook Community Learning Centre
1-21 Cheetham Street, Point Cook | <input type="checkbox"/> Other Council-Owned Buildings
(Name) |
| <input type="checkbox"/> Iramoo Community Centre
84 Honour Avenue, Wyndham Vale | <input type="checkbox"/> Quantin Binnah Community Centre
61 Thames Boulevard, Werribee | (Address) |

(Please tick)

FUNCTION OR PURPOSE OF HIRE:

- | | | | |
|--|---------------------------------------|---|---------------------------------------|
| <input type="checkbox"/> Meeting | Expected attendance persons | <input type="checkbox"/> Seminar | Expected attendance persons |
| <input type="checkbox"/> Dinner | Expected attendance persons | <input type="checkbox"/> Dance | Expected attendance persons |
| <input type="checkbox"/> Wedding | Expected attendance persons | <input type="checkbox"/> Exhibition | Expected attendance persons |
| <input type="checkbox"/> Private Party | Expected attendance persons | <input type="checkbox"/> Concert | Expected attendance persons |
| <input type="checkbox"/> Fashion Parade | Expected attendance persons | <input type="checkbox"/> Performance | Expected attendance persons |
| <input type="checkbox"/> Debutant Ball | Expected attendance persons | <input type="checkbox"/> Other | Expected attendance persons |

Please describe function

Please Note: Cover CANNOT include festivals, sporting events, rock concerts etc or events with attendance exceeding 1000 persons

NOTE

Upon receipt of payment and completion of this form your liability as hirer, is indemnified, up to \$20,000,000 subject to the terms of a master policy No. TBA issued by **Lloyd's of London**.

In the event of any claim, or the happening of any circumstances which may give rise to a claim, you **MUST** advise Wyndham City Council on 03 9742 0777 immediately. Council's postal address is PO Box 197, Werribee 3030.

I have read and fully understood the above, the duty of disclosure notice, and the policy information shown overleaf.

SIGNED ON BEHALF OF HIRER/HIRING GROUP _____ **DATE:** _____

IMPORTANT NOTICE TO POLICY HOLDERS
From Lloyd's of London and Wyndham City Council

The below is general information only and does not form part of your insurance policy. Please read carefully to ensure that you understand the summarised terms, conditions and exclusions that apply to anyone insured under this Hirers Liability Scheme. Council's Insurance officer holds a full copy of the policy wording, terms and conditions and this is available for inspection upon request.

DUTY OF DISCLOSURE

What you must tell the insurer

Under the Insurance Contracts Act 1984 you are required to tell the insurer everything you know and that a reasonable person in the circumstances could be expected to know, if there is any matter that is relevant to their decision whether to insure you, and anyone else to be insured under the Policy, and if so, on what terms.

WHAT YOU ARE INSURED AGAINST

Liability: This insurance will cover you for your legal liability to pay compensation and costs awarded against you in respect of personal injury and property damage happening during the period of insurance and caused by an occurrence in connection with your declared activity up to \$20,000,000 limit of liability.

What you must pay if you make a claim – Deductible of \$250 (or \$2,500 relating to halls with capacity of 150+): For all claims you make on this Policy, you will have to pay the \$250.00 (or \$2,500).

When you are not covered

This Policy excludes loss, damage, injury, liability, cost or expense of any nature directly or indirectly arising out of War, invasion, acts of foreign enemies, hostilities or war-like operations, civil commotion and other related matters, acts of terrorism or radioactivity or nuclear material as detailed in the full policy wording.

THIS POLICY DOES NOT COVER:

Participation: Personal Injury or damage to property of any person caused by or arising out of the participation of such person or his property in any game, match, race, practice, trial, or other sporting activity (including but not limited to swimming, gymnastics, health and fitness activities).

Personal injury or property damage of any person caused by or arising out of the participation of such person or his/her property in any performances, activities associated with any acts of performance being conducted by the performers or entertainers.

Security Personnel: Personal injury or property damage arising directly or indirectly out of or caused by security personnel.

Fireworks/Pyrotechnics: Personal injury or property damage arising directly or indirectly out of or caused by fireworks/pyrotechnics.

THIS POLICY DOES NOT COVER: (continued)

Amusements: Property Damage or Personal Injury caused directly or indirectly out of the operation of Amusements and Inflatable Equipment.

Rock/Pop Concerts: Personal Injury or Property Damage of any person caused by or arising out rock/pop concerts.

Sub-Contractors: Personal injury or property damage caused by the activities of any sub-contractor.

Also, the policy does not cover
Communicable Disease
Fines, Penalties
Assault and Battery
Property in Custody or Control
Employment Liability
Product Defect / Loss of Use
Contractual Liability
Professional Liability
Libel and Slander
Faulty Workmanship
Punitive Damages
Fire Spread Exclusion
Tobacco/Alcohol/Asbestos/Pollution
Products Liability - Children's Toys
Vehicles, Aircraft, Grandstands
Child Molestation
Information Technology Hazards, Computer Data, Program and Storage Media Exclusion
And OTHER EXCLUSIONS - All as defined in the full policy wording.

GENERAL CONDITIONS

You must tell us immediately in writing of every occurrence, claim, writ, summons, proceeding, impending prosecution, and inquest together with all relevant information which may result in a claim under this Policy, whether or not you believe any claim amount might fall below the excess. You must also disclose every change that comes to your knowledge which materially varies any of the facts or circumstances existing at the commencement of this Policy.

Reasonable Care

You must exercise reasonable care that only competent persons are employed and take reasonable measures to maintain all premises and equipment in sound condition. You must take all reasonable precautions to prevent personal injury and property damage and prevent the manufacture, sale or supply of defective products. You must comply with and ensure that your employees, servants and agents comply with all statutory obligations, by-laws or regulations imposed by public authorities for the safety of persons or property; including the disposal of waste products or the handling, storage or use of flammable liquids or substances, gases or toxic chemicals.

CLAIMS

What you must do

If an event happens which may give rise to a claim under this Policy you must tell us or tell Wyndham City as soon as possible. You will be provided with advice on the procedure to follow. You must supply us with all information we require to settle the claim and you must take all reasonable precautions to prevent further loss or damage. You must not negotiate, admit, repudiate or pay any claim by any person. You must co-operate with us fully in any action we take if we have a right to recover any money payable under this Policy from any other person. If in doubt at any time, ring us or Wyndham City Council for advice.

What you must NOT do

You must not admit liability if an incident occurs which is likely to result in someone claiming against you. You must not make any admission of guilt or promise or offer of payment in connection with any such claim, unless we first agree in writing. This applies to you or any other person making a claim under this Policy.

What we do

We may take over and conduct the defence or settlement of any claim or issue legal proceedings for damages. If we do this we will do it in your name. We have full discretion in the conduct of any legal proceedings and in the settlement of any claim. You must co-operate by giving us any statements, documents or assistance we require. This may include giving evidence in any legal proceedings.

What can affect a claim

We will reduce the amount of a claim by the deductible shown in the Policy Terms and Conditions or on the Policy Schedule. We may refuse to pay a claim if you are in breach of your Duty of Disclosure or any of the conditions of this Policy, including any endorsements noted on or attached to the Policy Schedule. We pay only once for loss or damage from the same event covered by this Policy even if it is covered under more than one section of the Policy. We may be entitled to refuse to pay or to reduce the amount of a claim if it is in any way fraudulent, or any fraudulent means or devices are used by you or anyone acting on your behalf to obtain any benefits under this Policy.

SPECIAL QUOTATIONS

If there is any doubt about cover being available or if a special premium quotation is needed, queries should be directed to Aon Risk Services on (03) 9211 3000.