

Sideshow Amusement Application Form

Saturday 28th March – Sunday 29th March 2020

Amusement Ride Name:																				
Contact Name:																				
Address: _____ _____ State: _____ Postcode: _____																				
Phone: _____ Mobile: _____ Fax: _____ E-mail: _____																				
Type of Amusement : Junior \ Teen \ Family (Ride Class _____) Cost per ticket: \$ _____ Size area needed for each amusement : _____ (H) x _____ (L) x _____ (W) meters Registration Number: _____																				
Please insert all attendant names:																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;">Trained Attendant Name:</th> <th style="width: 20%;">Working with Children's check</th> <th style="width: 20%;">Do you have a current police check?</th> <th style="width: 20%;">Copy Attached</th> </tr> </thead> <tbody> <tr> <td> </td> <td>Yes / No</td> <td>Yes / No</td> <td> </td> </tr> <tr> <td> </td> <td>Yes / No</td> <td>Yes / No</td> <td> </td> </tr> <tr> <td> </td> <td>Yes / No</td> <td>Yes / No</td> <td> </td> </tr> <tr> <td> </td> <td>Yes / No</td> <td>Yes / No</td> <td> </td> </tr> </tbody> </table>	Trained Attendant Name:	Working with Children's check	Do you have a current police check?	Copy Attached		Yes / No	Yes / No			Yes / No	Yes / No			Yes / No	Yes / No			Yes / No	Yes / No	
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Documents supplied:																				

Office Use only:		
<i>Confirmation letter:</i>	<i>Date:</i>	<i>Invoice number:</i>
<i>Approval:</i>	Yes No	
<i>Site location/ Bump In -Out</i>		

Sideshow Amusement Terms and Conditions of Use

Friday 21st, Saturday 22nd & Sunday 23rd September 2018

Upon application amusement providers need to supply a tendered amount for use of the sites requested. Please refer to the map attached on back page for KidsFest amusement site locations. For a site tour of these zones please contact KidsTown Coordinator for tour appointment.

- **Please circle which zone you are tendering for:**

Area 1A / Area 1B / Area 1C / Area 2 / Area 5 / Area 6 / Area 7 / Area 10

Please nominate amount you would like to tender for these zones you are applying for:

\$ _____

All approved amusement operators and their staff will need to attend a contractor's induction which will be held by appointment. All ride attendants are to sign in and out daily.

Each application needs to have the following documents supplied when applying if applicable:

(Incomplete applications will not be considered until all documents are supplied)

- Certificate of registration**
- Public Liability Certificate \$20 million**
- Risk Assessment**
- Device set up check list**
- Pre-opening checklist**
- Record of operators trained.**
- Safe Work Method Statement (SWMS)**
- Job Safety Analysis (JSA) Listing Potential Hazards.**

There is limited space available and all applications need to be in by no later than

Friday 13th March 2020.

Please note: Completing this form does not guarantee a site without Committee approval.

I hereby agree to the terms and conditions.

Signature: _____ **Date:** ____/____/____

"KidsTown is proudly provided by Greater Shepparton City Council"

Please return this signed form to KidsTown. Fax: 5821 2172 or e-mail kidsfest@kidstown.org.au

Facility Terms and Conditions of Use

The Hirer/User must ensure:

1. The area and facilities are left in a clean and tidy condition at the conclusion of the day's/evening's activities.
2. Contact is made with SPC KidsTown (KidsTown) regarding the positioning of tents, rides or vehicles at the site.
3. They comply with all KidsTown rules and guidelines including Local Laws and all other relevant laws and legal requirements.
4. Contact is made with KidsTown with regards to the use of power and facilities at the site.
5. No advertising or promotional materials are to be displayed at KidsTown, without prior written consent from KidsTown Management.
6. The name of SPC KidsTown or KidsTown or KidsFest is not used in any material produced or disseminated by the Hirer/User without the prior written consent from KidsTown Management.
7. They provide evidence of compliance with the following Council Public Liability Insurance and Indemnity requirements prior to the commencement of any activity.
8. All power leads must have a current test and tag.

PUBLIC LIABILITY INSURANCE

The Hirer/User shall at all times during the period of hire/use, be the holder of a current Public Liability Policy of insurance in the name of the Hirer/User providing coverage for a minimum amount of \$20 million per one event. The Public Liability policy shall cover such risks and be subject only to such conditions and exclusions that are approved by the Greater Shepparton City Council (Council) and shall extend to indemnify the Greater Shepparton City Council in respect to claims for personal injury or property damage arising out of the negligence of the Hirer/User. A Certificate of Currency is to be provided to Greater Shepparton City Council or SPC KidsTown prior to the commencement of the Hire/Use.

NOT EXCLUSIVE USE

Unless otherwise specifically resolved by the KidsTown or the Council, exclusive use of an area within the facility will not be granted, and KidsTown reserves the right to hire any area to other parties.

SUB-LETTING/HIRING OUT

The allocated use of an area within KidsTown does not permit a Hirer/User to allow the use of that area by any other parties unless previously arranged with KidsTown Management.

INDEMNITY

The Hirer/User agrees to indemnify and to keep indemnified, Greater Shepparton City Council, its servants and agents, and each of them from and against all actions, costs, claims, charges, expenses, penalties, demands and damages whatsoever which may be brought or made against them, or any of them, in connection with the Hirer's/Users performance or purported performance of its obligations under this agreement and be directly related to the negligent acts, errors or omissions of the Hirer/User.

The Hirer's/Users liability to indemnify the Greater Shepparton City Council shall be reduced proportionally to the extent that any act or omission of the Greater Shepparton City Council, its servants or agents, contributed to the loss or liability.

CONDITION AND HAZARD REPORTS

The Hirer/User of KidsTown is required to submit after each use, a facility condition report, in the format provided by KidsTown.

Hirer/User of KidsTown facilities are required to report immediately any hazards or maintenance requirements that fall outside their responsibility and/or control or capacity of the organisation to resolve. KidsTown will provide the report forms to be used.

GENERAL OH&S

The safety of all people (i.e. workers and members of the public) must be maintained at all times.

Audits of equipment and work areas will be undertaken on contractors, while on site, to ensure that safe work practices and procedures have been prepared and implemented during this event (JSA, SWMS, risk assessments).

Prior to any works on site, all contractors, their employees and any sub-contractors who may be engaged to perform works or deliver services within any worksite controlled by or on behalf of, Greater Shepparton City Council are required to successfully complete Council's Online Contractor Induction Course.

The course takes about 20-30 minutes.

Please arrange for ALL relevant staff/workers to complete the induction course:

- prior to their next visit or
- contact your Council representatives to arrange a suitable time frame.

How to access the course

You can access the web site directly by:

1. www.inductme.com.au/necci
2. Enter the Course Code – necci101
3. Press the **Start Course** button and follow instructions Or

By accessing the Greater Shepparton City Council's external web site <http://greatershepparton.com.au/>, type **OHS** in the search field and select the link to Online Contractor Induction and follow the instructions. Or

Access the link in the Greater Shepparton City Council's external web site directly, by typing <http://greatershepparton.com.au/online-contractor-induction>

At the end of the course you will receive an email with an attached Certificate/ID which must be cut out and signed. This completed card must be carried and available if requested within any participating Council work site at all times.

NOTE: Please note that a No Induction Card, No Entry policy will be applied to all work sites.

FIRST AID & EMERGENCY RESPONSE

First aid and emergency care for KidsFest will be available to any participants attending the event during the time of this booking.

All first aid and emergency care incidents must be reported to KidsTown as soon as possible.

KidsTown Manager is to be contacted immediately if any Emergency Services Providers (Police, Fire, or Ambulance) are required to attend an incident at KidsTown during the event.

EMERGENCY ACTION PLAN

It is recommended that the User/Hirer develop an emergency action plan. KidsTown Management can assist in this area if required.

If a major emergency occurs in the playground during the time of booking, the hirer and participants must follow directions and cooperate with SPC KidsTown staff members with the implementation of KidsTown's Emergency Action Plan.

CANCELLATION BY HIRER/USER:

The Hirer may cancel a Booking by giving notice to KidsTown Management at least 24 hours before the commencement of KidsFest. *Note: An administration fee will apply to all refunds.*

CANCELLATION BY KIDSTOWN MANAGEMENT

The KidsTown Management reserves the right to cancel a booking/event, if the area or any part thereof is unfit for use or if the conditions laid out in this agreement are not met.

KidsTown, the Greater Shepparton City Council and its Councillors, employees, and agents shall not be liable in respect of any costs, loss or damage sustained as a result of the cancellation of the Booking/Event, however; KidsTown will refund any fee paid for the booking (provided that KidsTown or part thereof is not unfit for use due to any act or omission of the Hirer/User).

GENERAL:

SPC KidsTown reserves the right

- To decline any applications for hire, sub-hire or use,
- To adjust or vary terms and conditions of trade and to apply bonds.
- To decline any applications on the grounds of a conflict of interest due to its commitments with current Sponsor and/or Business. No correspondents will be entered into in regards to specific Sponsorship or Business agreement due to the recommendations of KidsTown under the Information and Privacy Act

Late applications and late notifications to KidsTown Management of significant changes to event logistics may incur additional fees or charges.

All applications must be submitted in writing on a KidsFest sideshow amusement application form. All applications will be assessed to ensure they meet with conditions for hire.

Applicants will be advised of KidsTown decision regarding their application.

Successful applicants will receive a confirmation letter for site and service fees and the event bond (if applicable).

Approved sites will have notification on bump in dates and times for set up. Bonds are fully refundable providing the site is left in a clean and tidy condition and there is no damage to the site.

Fees and bonds must be paid a minimum of 3 days prior to the first booking date or the booking will be cancelled.

PRIVACY STATEMENT:

Greater Shepparton City Council ("Council") collects, holds, uses and discloses personal information subject to the *Privacy and Data Protection Act 2014* (Vic) ("PDPA"). By providing your personal information, you consent to Council using and disclosing such information for the purpose of participating in KidsFest and any secondary purposes permitted by the PDPA. Your information may be shared with other Council departments or other external agencies as required by law. Failing to provide personal information to Council may mean that Council cannot provide its services to you or allow you to participate in any events. You may apply to Council for access to and/or amendment of the information by contacting Council on 03 5832 9700.

For more information please contact KidsTown

On 03 5831 4213 or 0447 697 509 e-mail kidsfest@kidstown.org.au

