

PRIVATE WORKS AGREEMENT - PLANT HIRE  
 MOBILE GENERATOR UNIT / MOBILE LIGHTING TOWER



<i>Plant / Equipment</i>	<i>Hire Hours</i>	<i>Hire Rate</i>	<i>Hire Fee</i>
<input type="checkbox"/> Mobile Generator Unit - Plant No. 5041	<b>Up to a maximum 1 week</b> Hire will only be extended beyond 1 week if special circumstances apply.	<b>Per Use / Per Week</b> <i>The hire fee is calculated per PLANT ITEM per week or part thereof.</i>	<b>\$110.00 (Inc GST)</b> each item of PLANT
<input type="checkbox"/> Mobile Lighting Tower - Plant No. (TBC)			Refer to Conditions of Hire below.

APPLICANT'S DETAILS:

Community Group / Organisation Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

PROPOSED USAGE:

Event: \_\_\_\_\_

Hire Date/s (Include from pick up to return): \_\_\_\_\_

Location of Mobile Generator / Mobile Lighting Tower during hire period: \_\_\_\_\_

CONDITIONS OF HIRE:

- Eligibility Criteria** – the applicant acknowledges the hire of the mobile generator unit and/or the mobile lighting tower is only available to community groups/organisations, with it being available free of charge to those groups that meet all of the following eligibility criteria as set out under Council's Community Grants and Donations Policy (GRC0005) :

  - 5.1.1 Organisations must operate within the regional boundaries or demonstrate that services are provided to a significant percentage of members, clients or residents from the Goondiwindi Regional Council.
  - 5.1.2 The organisation's objective must be solely non-profit making.
  - 5.1.3 Applicants must be incorporated or auspiced by an incorporated body.
  - 5.1.4 Be free of debt with Council or up to date with an agreed repayment schedule.
  - 5.1.5 All previous grant or subsidy funding received from Council must be fully acquitted.

Consideration will be given to applications from community groups/organisations that do not meet all above criteria, and if approved, the generator will be provided at the hire fee specified above.
- Terms and Conditions of Hire** - the applicant agrees to the terms and conditions of hire printed on the back of this form, which will apply to any private work that may be authorised as a consequence of this application.
- Guidelines for Use** – the applicant agrees to comply with the guidelines for the use of the mobile generator unit and/or mobile lighting tower, which will be the provision of instructions and an Operating Manual at the time of collection.
- Collection and Return** – the Mobile Generator Unit and the Mobile Lighting Tower are located at Council's Works Depot, West Street, Goondiwindi, and the applicant is responsible for arranging and all costs associated with collecting and returning the Unit to the Depot.

APPLICANT'S ACKNOWLEDGEMENT OF CONDITIONS OF HIRE AND ASSOCIATED HIRE COSTS:

Name: \_\_\_\_\_

Position: \_\_\_\_\_

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

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**Terms and Conditions of Hire:**

*I/we agree to the conditions printed herein, which will apply to any private work that may be authorised as a consequence of this application:-*

1. *All plant hire / private work by Goondiwindi Regional Council, plant, machinery and labour is subject to the approval of the Goondiwindi Regional Council.*
2. *The Goondiwindi Regional Council will not be responsible for any delay in the carrying out of any plant hire / private work resulting from any cause or contingency whatsoever.*
3. *Where plant hire / private work is authorised and put in hand, such work will be liable to the withdrawal of plant, machinery or labour without notice, and the Goondiwindi Regional Council will accept no responsibility for any loss to the applicant, which may result from such withdrawal.*
3. *Should the cost of the works exceed the fixed quote or estimate, Council reserves the right to recoup the additional costs*
4. *Payment for the plant hire / private work shall be net cash within 14 days of completion of such work. The charge will be based on the wages of labour at award rates and at appropriate rates overtime, where applicable, also on the time rate for any plant or machinery and on costs as determined by the Goondiwindi Regional Council, and on the costs of fuels and oils used, and any other costs which may be involved in the execution of such private work.*
5. *Payment for plant hire / private work shall be made direct to the Goondiwindi Regional Council and the Council accepts no responsibility for any payment, which may be made in any other manner.*
6. *The Goondiwindi Regional council shall not be responsible for any damages, expenses, costs or any other like expenses incurred by either directly or indirectly, as a result of the use of Council equipment.*
7. *In signing this Private Works Agreement form, the hirer acknowledges that he/she shall be liable for the full cost of repairing any damage caused to the equipment during the hire period.*
8. *The customer must notify Goondiwindi Regional Council of any change to the following:-*
  - a) *Business Activity;*
  - b) *Postal or Business Address;*
  - c) *Ownership or Directors of the business.**Otherwise, the applicant/s will be held responsible for all purchases until such notification is received in writing.*
9. *A 30 day monthly account will be the maximum term of credit granted (account payable by the end of the month following the month of supply)*
10. *I/We understand that Council reserves the right to withdraw further credit without notice if the applicants do not adhere to the above conditions.*
11. *I/We agree that Goondiwindi Regional Council may obtain a consumer credit report containing information about me/us from a credit-reporting agency for the purpose of assessing my/our application for commercial credit.*
12. *I/We agree the subsequent conduct of the credit account may be disclosed by Goondiwindi Regional Council to a credit-reporting agency.*
13. *I/We state the information contained in this application is true and correct and I agree to Goondiwindi Regional Council's terms and conditions as stated.*

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**OFFICE USE**

Applicant *meets/does not meet* (delete whichever not applicable) the eligibility criteria:

Name \_\_\_\_\_ Signature \_\_\_\_\_

Form forwarded to: Coordinator Fleet Services: Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Debtors (if applicable): Not Applicable \_\_\_\_ or Date \_\_\_\_/\_\_\_\_/\_\_\_\_ Fee \$ \_\_\_\_ (Receipt to G/L 5000-1550-1)

Coordinator Fleet Services provided instruction and Operating Manual on: Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Mobile Generator Returned: Not Applicable \_\_\_\_ or Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Mobile Lighting Tower Returned: Not Applicable \_\_\_\_ or Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Coordinator Fleet Services: Name \_\_\_\_\_ Signature \_\_\_\_\_