

# Public Liability Disclaimer



## 1. Casual Hirer

### 1.1 Casual Hirer Liability

If the hire period is the Hirer's first to twelfth hire in a calendar year and has not exceeded one hire within any calendar month, the Hirer shall be defined as a Casual Hirer and shall be covered by the City of Kalamunda's Casual Hirer's Liability Insurance against claims by any person as a result of:

- (a) any damage to property; or
- (b) death of, or personal injury to, a person,

that occurs during the hire period due to the negligence of the Hirer.

Therefore, the Hirer need not, if the Hirer does not wish to do so, take out its own Public Liability Insurance.

## 2. Excluded Hirer

### 2.1 Excluded Hirer Liability

If the Hire Period is the Hirer's thirteenth or more hire in a calendar year or it has exceeded one hire within any calendar month (Excluded Hire), the Hirer shall not be defined as a Casual Hirer and must take out Public Liability Insurance in the Hirer's name for the Hire Period.

The Hirer must provide the City of Kalamunda with a copy of the Hirer's insurance policy (Certificate of Currency), prior to use of the premises.

**Seniors Groups may qualify for assistance with Public Liability Insurance on demonstration of financial hardship. Groups who have previously held Public Liability Insurance are ineligible.**

### 2.2 City of Kalamunda not liable for Excluded Hirers

The Hirer acknowledges and agrees in respect of each Excluded Hire that:

- (a) the City of Kalamunda's public liability insurance will not cover the Hirer; and
- (b) none of the City of Kalamunda and the Excluded Persons are liable for any loss, damage, death, injury (including loss of or damage to property) of the Hirer or any other person that occurs during the Hire Period, except where due to the negligence of the City of Kalamunda or an Excluded Person.

### 2.3 Benefits of Excluded Persons

The term "Excluded Person" means:

- (a) any employee or officer of the City of Kalamunda;
- (b) any agent or independent contractor of the City of Kalamunda;
- (c) any voluntary worker who is carrying out honorary or unpaid duties or tasks for the City of Kalamunda; or
- (d) any other person for whom the City of Kalamunda is vicariously liable.

The Hirer acknowledges that for the purposes of this Clause 2.3:

- (a) the City of Kalamunda is, and shall, act as agent or trustee on behalf of and for the benefit of each Excluded Person; and
- (b) each Excluded Person is deemed to be a party to this document and to have the benefit of this document.

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**This Disclaimer is required to be completed by any hirer of a City of Kalamunda premises**

## Details of Hire

Name of Hirer / Group Hiring Premises:

Premises:

Hire Period (Date and times):

Do you confirm that the person or group of persons hiring the City of Kalamunda premises IS NOT a sporting body, school, club, association, corporation, incorporated body or hiring for commercial or profit based activities?

Yes No

Is your hire of this or any other City of Kalamunda premises twelve or less times per (calendar) year?

Yes No

Is your hire of this or any other City of Kalamunda premises no more frequently than once (calendar) month?

Yes No

If you answered YES to all the above questions, you are a Casual Hirer. Please refer to Clause 1.1 for your Public Liability Requirements for Hiring a City of Kalamunda Premises.

If you answered NO to any of the above questions, you are an Excluded Hirer. Please refer to Clauses 2.1, 2.2 and 2.3 for your Public Liability Requirement for Hiring a City of Kalamunda Premises.

## Acknowledgement by Hirer

The Hirer acknowledges it has read this document.

Signature of Authorised Person of Hirer:

Name of Authorised Person (print):

Date: