

1. INTRODUCTION

Marveloo Central Victoria has been designed to meet the needs of people with profound and multiple learning disabilities, their carers, and the many other disabled people who are unable to use standard accessible toilets.

Marveloo Central Victoria is purpose built with many special features including; a fully accessible toilet, overhead ceiling hoist, height adjustable adult change table, modesty curtain, additional seating, heating and cooling, a safe and clean environment, adequate space, an automatic door, access ramp and an external sun shade.

Marveloo Central Victoria is available for hire 7 days per week from City of Greater Bendigo for use at community activities and events.

To book the Marveloo Central Victoria, submit a Marveloo Central Victoria **Booking Form**.

Once booking is confirmed the hirer must sign a **Hire Agreement** and comply with the:

- Standard Terms and Conditions of Hire
- Adhere to all operation manuals and instructions
- Complete condition report before and after use

The **Booking Form** and **Standard Terms and Conditions of Hire** are available on City of Greater Bendigo's website at www.bendigo.vic.gov.au/Marveloo or call 0354 34600 to for copies and further information.

A Hire Fee of **\$1,800.00 plus GST** is applicable to all hirers within 50 km of Greater Bendigo CBD. The Hire Fee includes use of Marveloo Central Victoria for the required hire period, delivery and pick up and consumables.

Longer periods of hire may be negotiated, however will depend upon the availability.

Marveloo Central Victoria will be delivered and picked up from the event/activity site via a tilt tray truck, between the hours of **9.00am and 3.00pm, Monday to Friday only**. No public holidays.

Cancellations made **within 72 hours** of the hire date may incur a cancellation fee of **\$300.00**.

Transportation of Marveloo Central Victoria can only be undertaken by City of Greater Bendigo's nominated contractor and under no circumstances is permitted to be transported by anyone else.

An **authorised person must be available on site to oversee the delivery and pick up process** including; site access and allocation, set up and pack up, and completion of a pre and post condition audit.

In the unlikely event that a Marveloo Central Victoria is not available for use for a scheduled booking, City of Greater Bendigo will not be able to provide a substitute facility.

2. HIRE REQUIREMENTS

The following hire requirements apply to ensure Marveloo Central Victoria operates in a safe and functional manner:

- Marveloo Central Victoria size is **8m length x 3m width x 3.1m height**, and is transported by a tandem drive tilt tray truck which will require access to the event/activity site.
- The truck requires a **height clearance of 4.6 metres** to avoid overhead services, a **tipping clearance of 5.6 metres** and a **minimum of 30 metres distance to off load** Marveloo Central Victoria.
- The truck is **12 metres in length**, requires a **minimum road width of 4.5 metres to access the site**, and sharp corners can be problematic.
- The weight of the truck is 9,840 KG and the weight of Marveloo Central Victoria is 3,500 KG. Total weight = 13,340 KG.
- Marveloo Central Victoria must be positioned on a footprint of flat ground to a minimum of 10 metres long x 10 metres wide (100²m) including the accessible ramp which extends 4.5 metres out from Marveloo.
- 15 amp power supply required. 2 x 15 amp caravan inlets are installed for power connection, and standard single phase power is sufficient or a 10 KVA generator. **The hirer must provide 15 amp power leads at length suitable for the event.**
- Marveloo Central Victoria has an internal hot water unit. **The hirer is required to provide a 3/4 inch hose with a nut and tail, or snap on fitting.**
- Marveloo Central Victoria has been designed to operate in open parklands without any services. The effluent tank has a storage capacity of 1000 litres and must be emptied at the **end of each event day and prior to transporting. The costs and arrangements associated with emptying the effluent tank is the responsibility of the hirer.**
- Consumables e.g. toilet paper, paper towels, hand soap, disinfectant wipes and garbage bags are full stocked before the event and stored in the cupboard under the wash basin/trough. An internal waste bin is also supplied.
- **The hirer must clean Marveloo Central Victoria prior to pick up** and be returned to the same level of cleanliness it was received.

To obtain further information please refer to City of Greater Bendigo's website www.bendigo.vic.gov.au/Marveloo or call 0354 346000.

MARVELOO CENTRAL VICTORIA STANDARD TERMS AND CONDITIONS OF HIRE

1. DEFINITIONS AND EXPLANATIONS

In these Standard Terms and Conditions these words and phrases have the following meanings:

"Acceptance" and **"Accepted"** means acceptance of the Hire Agreement by the hirer.

"Agreement" means the Agreement between City of Greater Bendigo and the hirer for the hiring of Marveloo Central Victoria, the terms of which are fully set out in these Standard Terms and Conditions of Hire.

"Cancellation" means the cancellation by the Hirer of this Agreement, which must be communicated to City of Greater Bendigo in writing via email or mail.

"Cancellation Fee" means a payment of \$300.00 is payable to City of Greater Bendigo when a cancellation for the hire of Marveloo is received within 72 hours of the anticipated delivery date to the required location.

"Marveloo" means Mobile Accessible Restroom.

"Effective Control" means actual physical control and use of Marveloo Central Victoria.

"Hire Fee" means the fee exclusive of GST that the hirer has by the Hire Agreement agreed to pay to City of Greater Bendigo for the hire of Marveloo Central Victoria for the period of hire. Any fees or charges related to damage of the unit or additional cleaning requirements will be separately invoiced to the hirer and will be additional to the Hire Fee.

"Hirer" means the organisation or person described in the Hire Agreement Form as the "hirer" and where applicable its lawful successors and assignees.

"Site" means the designated place, venue or location at which Marveloo is to be delivered to and at which place the hirer is to take possession of the unit.

2 BINDING AGREEMENT

- 2.1 This Agreement is binding on City of Greater Bendigo and the hirer accepting and signing the Hire Agreement Form, for the hire period stated on the Hire Agreement Form.
- 2.2 Until the Hirer has accepted the offer and signed the Hire Agreement Form, City of Greater Bendigo may at any time withdraw the offer in writing, via email or mail.
- 2.3 The hirer for the purpose of this Agreement is deemed to have accepted the Hire Agreement on these Standard Terms and Conditions.
- 2.4 The Hire Agreement can only be signed by the hirer.

3 TERMS OF PAYMENT

- 3.1 The hirer will pay the applicable hire fee plus GST to City of Greater Bendigo on the hire fee due date stated on the invoice.
- 3.2 City of Greater Bendigo will provide a Tax Invoice to the hirer for the hire fee.

4 CANCELLATION AND CANCELLATION FEE

- 4.1 The hirer has the right to cancel the Hire Agreement provided that a cancellation notice is sent in writing, via email or mail to City of Greater Bendigo. Upon receipt of the cancellation City of Greater Bendigo has no such obligation to deliver Marveloo Central Victoria.
- 4.2 City of Greater Bendigo will invoice the hirer a cancellation fee of \$300.00 for all cancellations made within 72 hours of the agreed hire date.

5 INSURANCE

- 5.1 Insurance of Marveloo during the period of hire for loss or damage is the responsibility of the hirer. The hirer will be charged for the loss of Marveloo or any part thereof at a replacement rate. The cost for repair of any damage to Marveloo Central Victoria or part thereof will be charged at trade rates current at the time the repairs are carried out.
- 5.2 City of Greater Bendigo is only responsible for Marveloo Central Victoria until it is delivered to the hirer on site.

6 CONDITION AND DAMAGE RESPONSIBILITY

- 6.1 Marveloo Central Victoria will remain at all times the property of City of Greater Bendigo. The hirer has no legal or equitable interest in Marveloo Central Victoria or any part thereof.
- 6.2 Upon delivery, a condition audit of Marveloo Central Victoria will be conducted by the delivery company upon which will be noted the general condition and particulars of any existing damage (i.e .scratches, dents, abrasions etc). It is the hirers responsibility to notify City of Greater Bendigo of any variance as to comments on the condition audit upon delivery to the site.
- 6.3 Any defects or malfunctions must be reported to City of Greater Bendigo as soon as possible. If Marveloo Central Victoria is unable to be used for part or all of the hire period due to a defect or malfunction, with the exception of damage or misuse, City of Greater Bendigo will refund a portion of the hire fee.
- 6.4 Where the hirer is in effective control of Marveloo Central Victoria, the hirer will;
 - (a) At all times exercise all reasonable care and diligence in the use of Marveloo Central Victoria in accordance with the manufactures specifications, operational instructions and Standard Terms and Conditions of the Hire Agreement;
 - (b) Due to the limited storage capacity of the effluent tank, ensure that Marveloo Central Victoria is **not** used as a standard accessible toilet and **must only** be used by people with profound and multiple learning disabilities, their carers, and the many other disabled people who cannot use standard accessible toilets.
 - (c) The hirer must make Marveloo Central Victoria available for collection in good working order and condition on expiration of the hire period;
 - (d) Not tamper or in any way interfere with, or repair or attempt to repair Marveloo Central Victoria;
 - (e) Be responsible for all accidental damage and all loss or damage to Marveloo Central Victoria occasioned by theft, malicious damage or other unlawful act, and will be liable to pay any costs associated with the repair or replacement of Marveloo Central Victoria and/or its fittings and fixtures due to such loss or damage;
 - (f) Ensure that the Marveloo Central Victoria is monitored by security staff at all times while on the event/activity site for the duration of the hire period, including after hours;
 - (g) Ensure that Marveloo Central Victoria is locked at all times when not in use (a key will be provided)
 - (h) Not remove or deface any labels, instructions, manufacturer's serial numbers or other marks identifying Marveloo Central Victoria or City of Greater Bendigo ownership of it;
 - (i) Not permit any person to improperly use Marveloo Central Victoria.

7 CLEANING

- 7.1 Marveloo Central Victoria will be delivered in a clean condition; the **hirer must clean Marveloo Central Victoria and return it after use to the same level of cleanliness it was received.**
- 7.2 The **effluent tank, has limited storage capacity and must be emptied at the end of each day and prior to transporting.** The costs and arrangements associated with emptying the effluent tank is the responsibility of the hirer.
- 7.3 **The hirer may be charged for any additional cleaning costs incurred** by City of Greater Bendigo as a result of the hirer failing to return Marveloo Central Victoria to the same level of cleanliness it was received.

8 CONSUMABLES

- 8.1 Consumables are fully stocked prior to hire, including toilet paper, paper towels, hand soap, disinfectant wipes and garbage bags. Should the consumables stock be depleted during the event it is the **responsibility of the hirer to restock.**

9 LOGISTICS

- 9.1 To supply power, 2 power leads of 15 amps each from an adequate power supply must be used or a 10 KVA generator. Marveloo Central Victoria needs to be in close proximity to a power source to ensure adequate power is available. **The hirer must use their own lead at a length suitable for their event.**
- 9.2 2 x 15 amp caravan inlets are supplied and standard single phase power is required;
- 9.3 Marveloo Central Victoria has an internal hot water unit. To access the onsite cold water supply, the **hirer is required to supply a 3/4 inch hose with a nut and tail, or snap on fitting.**
- 9.4 The accessible ramp extends 4.5 metres out from the Marveloo Central Victoria.
- 9.5 Marveloo Central Victoria must be positioned on a footprint of flat ground, to a minimum of 10 metres x 10 metres (100²m).

10 DELIVERY AND PICK UP

- 10.1 City of Greater Bendigo provides a contractor to deliver and pick up Marveloo Central Victoria, which is 8m long x 3m wide x 3m high metres in size, and is transported by a tilt tray truck. Under no circumstances is Marveloo Central Victoria permitted to be transported by anyone else.
- 10.2 Marveloo Central Victoria will be delivered and picked up from the event/activity site between 9.00am and 3.00pm, **Monday to Friday only**
- 10.3 All deliveries beyond a 50km radius from City of Greater Bendigo Depot 64-90 Adams Street Bendigo, will incur an additional fee, which will be quoted upon booking Marveloo Central Victoria.
- 10.4 The hirer must ensure that;
- The truck has a height clearance of 4.6 metres available to avoid overhead services, a tipping clearance of 5.6 metres and a minimum of 30 metres distance to off load Marveloo Central Victoria.
 - The truck has a minimum road width of 4.5 metres available to access the site.
 - The site is suitable for the weight of the truck which is 9,840 KG and the weight of Marveloo Central Victoria which is 3,500 KG i.e. a total weight of 13,340 KG.
 - Access to the site is available at the required times.
 - Marveloo Central Victoria is not located where it has the potential to be damaged.

- The site is safe for the delivery contractor to carry out their duties and locate Marveloo Central Victoria on the identified site.
- Marveloo Central Victoria is positioned on a footprint of flat ground, to a minimum of 10 metres x 10 metres (100²m).

11 NO SALE AND ACKNOWLEDGEMENT OF OWNERSHIP

- 11.1 This is a Hire Agreement only and does not constitute or give rise to any sale of Marveloo Central Victoria to the hirer, any hire purchase agreement or arrangement with the hirer, or any leasing agreement that contains an option to purchase Marveloo Central Victoria.
- 11.2 The hirer acknowledges that City of Greater Bendigo is the sole, exclusive owner of Marveloo Central Victoria.
- 11.3 Nothing in this Hire Agreement confers any option on the hirer to purchase Marveloo Central Victoria.

12 LIMITATION OF LIABILITY

- 12.1 Indemnity-The hirer shall indemnify and keep indemnified and hold harmless City of Greater Bendigo, its servants and agents from all damages suits, actions, claims and demands of every description whatsoever and howsoever arising either directly or indirectly from the use, maintenance, transport, operation of Marveloo Central Victoria or otherwise and whether resulting from the negligence of City of Greater Bendigo its servants or agents or otherwise.
- 12.2 Exclusion of Liability-City of Greater Bendigo shall not be liable to the hirer or the hirers servants or agents from all damages suits, actions, claims and demands of every description whatsoever and howsoever arising either directly or indirectly from representation, warranties, terms and conditions express or implied (except in so far as statutory conditions and warranties cannot be excluded under part V Division 2A of the Trade Practices Act (1974), or relevant State legislation, use, maintenance, transport, or operation of the Marveloo or otherwise, and whether resulting from the negligence of City of Greater Bendigo its servants or agents or otherwise.