
Policy Title:	Mobile Toilet Use
Policy No:	258
Policy Subject:	Community Services
Directorate:	Community & Cultural Services
Department:	Community Services
Responsible Officer:	Chief Executive Officer
Authorised by:	North Burnett Regional Council
Adopted Date:	Policy and Planning Meeting – 3 September 2013
Review Date:	3 September 2015
Authorities:	

INTRODUCTION:

OBJECTIVES:

This policy is designed to facilitate the smooth operation and understanding of the Use and maintenance of Council Mobile Toilets

PRINCIPLES:

Availability

North Burnett Regional Council's Mobile Toilet will be made available within the North Burnett Region for use to community groups, clubs, businesses and individuals provided they are able to comply with the Terms and Conditions relating to the use. Terms and Conditions are contained within the Use Agreement.

Informal groups that are not part of an organisation and are thus not incorporated or accredited, are not eligible. It is inappropriate for North Burnett Regional Council to take on the risk of liability for activities of the user when:

1. The user holds no public liability insurance
2. The user is not accountable to any committee or body for service standards or operating requirements

Use outside the Region must be approved by the Chief Executive Officer.

Priority will be given to:

- (a) venues where existing toilet facilities are inadequate or do not meet current health requirements (every effort will be made to ensure known events at such venues are booked/calendared well in advance)
- (b) community groups and/or Not for Profit Organisations.

Use Agreement

Users will be required to execute a Use Agreement which will contain Council's standard Terms and Conditions.

Use Charges

Users will be required to pay to Council the charges outlined in Council's Schedule of Fees and Charges as determined from time to time. Charges may include bonds, deposits and use charges.

Transport

The hiring party will be responsible for transporting the mobile toilet from the Council Depot where the toilets are stationed to the event destination – and back to the same Depot thereafter.

Bookings

The mobile toilet can be booked at any Council Administration Centre. Bookings are not final until all charges are paid or other arrangements are made.

Damages

The user will be responsible for the cost of repairs resulting from any damage caused to the toilet equipment by any members of the using party other than by accident or normal wear and tear.

Cleaning

Users will be required to return the Mobile Toilet to Council clean and the waste tanks emptied. The user will have to organise the waste disposal / pumping out service to empty out the waste tanks before the end of the agreed upon hiring period. In the event that the toilet is not returned to Council in an appropriate condition the user will be liable for the actual cost of cleaning.

User's Additional Responsibilities

- a) Responsibility for the toilet is transferred to the user when the toilet is picked up by the user.
- b) The user will be responsible for the handover of the toilet at the agreed time, in clean and tidy condition with the waste tank emptied.
- c) The user will be responsible for assuring the behaviour of every occupant is at all times acceptable and nothing is permitted that is disorderly or unlawful.
- d) Smoking will not be permitted in the toilet.
- e) No animals will be permitted in the toilet.



Mobile Toilet Use Agreement

AGREEMENT made on the _____ day of _____, 2013 between **NORTH BURNETT REGIONAL COUNCIL** (the owner) and the user named in Part A of this agreement. The parties to this agreement agree to use the North Burnett Regional Council Mobile Toilet on the terms and conditions outlined in Part B for the period to.....

PART A

USER:

USER'S ADDRESS:

ABN (If Applicable):

PUBLIC LIABILITY INSURER:

CONTACT/RESPONSIBLE PERSON:

CONTACT DETAILS:

Phone:

Address:

ADDRESS OF VENUE:

The user / hirer accepts the condition that he is responsible:

- For cleaning the toilet before returning it to Council
- For emptying out the waste tanks before returning it to Council
- Transporting the toilet from Council premises where they are available at the time of hire – and returning it to the same premises.
- All other conditions as outlined in Part B terms and Conditions

Signed for and on behalf of User

.....

.....

Please Print Name

PART B

TERMS AND CONDITIONS

Charges

The user agrees to pay to Council the charges as outlined in its current Schedule of Fees and Charges unless otherwise provided.

Transport

The user is responsible for the transportation of the Mobile Toilet to and from the user's venue. Any variance to this arrangement must be agreed by one of Council's Senior Executive.

Insurance

The user is required to maintain Public Liability Insurance cover to the extent of \$10,000,000 with Council noted as an interested party. The user must be covered against all actions, costs, claims, charges, expenses and damages whatsoever which may be brought or made or claimed against the user arising out of or in relation to the use of the Toilet. Evidence of cover including the notation of Council's interest is to be provided to Council prior to the commencement of use.

Property insurance is provided by North Burnett Regional Council however the user will be responsible for the cost of any damages caused to the Toilet by the user or its members during the period of use and not covered by Council's insurance.

Hold Harmless

The user agrees to indemnify and keep indemnified, and to hold harmless the Council, its servants and agents and each of them from and against all actions, costs, claims, expenses, penalties, demands and damages whatsoever which may be brought or made or claimed against them, or any of them arising from the users performance or purported performance or its obligations under this agreement that may be directly related to negligent acts, errors or omissions of the user. The user's liability to indemnify Council shall be reduced proportionally to the extent that any act or omission of the Council, its servants or agents, contributed to the loss in liability.

Cleaning

The user is required to return the Mobile Toilet to Council in clean condition. In the event that the Toilet is not returned to Council in an appropriate condition the user will be liable for the actual cost of cleaning.

Smoking

Smoking is not permitted inside the Mobile Toilet.

Animals

No animals are permitted in the Toilet at any time.

Waste Tank Emptying

Waste tank contents are to be disposed of in an appropriate manner before returning the mobile toilet to Council.

User's Property

North Burnett Regional Council shall not be responsible for any loss or damage to property belonging to the user or any person occupying the Toilet under this agreement.

Bad or Inclement Weather

Bad or inclement weather in respect to bookings is at the risk of the user. Use charges will still apply.

Notices

No bills, posters or notices are to be displayed in or on the Mobile Toilet without consent.

Force Majeure

North Burnett Regional Council shall not be liable for failure or delay in performing obligations set forth in this agreement and North Burnett Regional Council shall not be deemed in breach of its obligations, if such failure or delay is due to natural disasters, strike, lock-out or other industrial or transportation disturbances, law, regulation or ordinance, or any causes reasonably beyond the control of North Burnett Regional Council.

No Assignment

The user may not assign this agreement to another party.