

## Terms and Conditions

1. The Town reserves the right to:
  - (a) Refuse, cancel or amend an application for hire without citing a reason.
  - (b) Require the provision of a Bond. The Town will determine whether a Bond (\$500) is returned in full or part. A bond may be forfeited (in whole or part) if these terms and conditions of Hire are breached. A bond may take up to two weeks to be refunded.
  - (c) Impose additional terms and conditions appropriate to the proposed hire purpose.
  
2. The Hirer:
  - (a) Will pay all applicable fees as set by Council (Town's Schedule of Fees and Charges) and bonds to the Town at least twenty one (21) days prior to the date of hire.
  - (b) Will only access and enter the facility for the approved times and area of booking only. All setup and clean up must be completed within the agreed hours of hire.
  - (c) Will be mindful of other groups using the facility.
  - (d) Will comply with all legislative obligations and will ensure noise levels comply with the *Environmental Protection (Noise) Regulations 1997*.
  - (e) Warrants that the facility will not be used for any unlawful purpose and will only be used for the specific purpose outlined in the application.
  - (f) Will ensure there is no consumption or sale of alcohol in the facility. (unless approved by the Town and with appropriate approvals).
  - (g) Will not affix any signs, notices, or advertisements in the facility.
  - (h) Will return the any key or swipe card provided, to the Town before 4.30pm on the next business day following conclusion of the hire. A swipe card can be collected from the Town's Reception the business day prior to the booking before 4.30pm. Lost swipe cards will result in an additional charge.
  - (i) Will provide written evidence of public liability insurance or other insurances as required by the Town.
  - (j) Indemnifies the Town and the Minister for Lands from and against all actions, claims, demands, costs, losses, damages, expenses whether at law or in equity arising out of or in connection with or related to the hire and use of the facility. The Town will not be held liable for any damage, loss (both direct and indirect) and/or injury.
  - (k) Will leave the facility in a clean and tidy state. If the applicant fails to do this the applicant will reimburse the Town for all cleaning and other expenses incurred. Please note:
    - Tables and chairs are supplied and these must be returned to the correct storage area and stacked no more than 10 high.
    - The use of confetti, smoke machines or similar materials/equipment is prohibited. All decorations must be removed after the completion of a function. No decorations are to be fixed to fans, air conditioners or heating appliances.
    - Rubbish should be removed from the facility
    - All cleaning products and equipment required to clean the facility are to be provided by the applicant.
    - Applicants are responsible to provide crockery and cutlery.

Any costs and expenses incurred by the Town as a result of any breach of these terms and conditions by the applicant, will be a debt due to the Town and payable to the Town by the applicant