

HIRE AGREEMENT

The Lynden Park Recreational Facility Joint Management Committee (herein after referred to as 'The Club') offers this licence subject to these Hire Terms and Conditions:

1. Grant of Licence

In consideration of the Hirer paying the Hire Fee to the Club, the Club grants to the Hirer a licence to use the Hired Area on the Booking Date, during the Booking Times subject to the terms and conditions of this Agreement.

2. Bond

2.1. The Hirer must pay the Bond to the Club before the Booking Date.

2.2. If the Hirer breaches any of its obligations under this Agreement, the Club may use any amount of the Bond to compensate the Club for any loss suffered by the Club as a result of the breach.

2.3. The Club will refund the Bond to the Hirer after the Booking Date, minus any amount required to repair or clean the Hired Area, or recover any costs incurred due to a breach of this Agreement by the Hirer.

3. Use of Hired Area

3.1. The Hirer must only use the Hired Area for the Purpose specified in the Hire Details.

3.2. The Hirer must only use the Hired Area on the Booking Date(s) and during the Booking Times specified in the Hire Details.

3.3. The Hirer must not damage any part of the Hired Area, or allow any other person to do so.

3.4. The Hirer must not do anything in connection with the Hired Area which may cause a nuisance or interfere with any other person, or which may prejudice any insurance effected in respect of the Hired Area.

3.5. The Hirer must not permit any person to smoke in the Hired Area.

3.6. The Hirer must not sell any alcohol or allow any alcohol to be consumed in the Hired Area unless a valid liquor licence has been obtained, and the prior written consent of the Club has also been obtained.

3.7. The Club and its authorised representatives may enter and remain in the Hired Area at any time.

3.8. The Hirer must return to the Club all keys to the Hired Area, and any written security codes.

3.9. The Hirer must not permit the number of the people in the Hired Area at any one time to exceed the maximum number of people specified in the Hire Details.

3.10. The Hirer must comply with all requirements of, and all directions given by the Club when using the Hired Area.

3.11. The Hirer shall be solely responsible at its own cost for making all arrangements for the supervision of the Hired Area, public safety and the provisions of adequate security staff.

3.12. The Hirer must not interfere, misuse or overload any services running through or servicing the Hired Area and must comply with any requirements of the Club with respect to such services.

3.13. The Hirer must have a fully executed Agreement in their possession when occupying the Hired Area.

4. Termination

4.1. The Club may terminate this Agreement at any time. Upon termination, the Club will repay to the Hirer any Hire Fee previously paid by the Hirer in respect of any occupation period which has not yet passed, less any amounts which the Hirer owes to the Club under this Agreement.

4.2. If the Hirer terminates this Agreement:

4.2.1. between 10 and 20 days prior to the Booking Date, an amount up to 50% of the Hire Fee and Bond will be forfeited to the Club;

4.2.2. less than 10 days prior to the Booking date, the Hire Fee and Bond will be forfeited to the Club.

4.3. At the end of the Hirer's occupation of the Hired Area, the Hirer must leave the Hired Area clean and tidy, including removing all rubbish and return it to the same condition it was in prior to the period of occupation.

4.4. The Hirer acknowledges and agrees that the Club is not responsible or liable for any personal property left in the Hired Area at the end of the Hirer's occupation.

5. Insurance

5.1. If the Hirer is a business, or is using the Hired Area for revenue raising, sporting uses or a similar purpose, the Hirer must maintain insurance for public liability in the amount of \$10 million concerning one single event (or such greater sum as reasonably required by the Club).

5.2. If the Hirer is a private or personal hirer the Hirer must ensure that any third party accessing the Hired Area has effected the insurance described in clause 5.1

6. Compliance with occupational health and safety laws

6.1. The Hirer must comply with the *Occupational Health and Safety Act 2004* (Vic) and any other occupational health and safety law, regulation or by-law that applies to the Hirer's use of the Hired Area,

6.2. The Hirer must not cause the Club to be in breach of the *Occupational Health and Safety Act 2004* (Vic) through the Hirer's acts or omissions.

6.3. The Hirer must notify the Club if it becomes aware of the existence of a potential health and safety issue in relation to the Hired Area.

7. Indemnity

7.1. The Hirer indemnifies the Club against all claims, demands, actions, loss and liability in connection with the Hirer's hire and use of the Hired Area, including any damage to the Hired Area or any loss, injury or death to any person in or about the Hired Area.

7.2. The Hirer indemnifies the Club against all claims, demands, actions loss and liability in connection with any third party accessing the Hired Area, including any damage to the Hired Area or any loss, injury or death to any person in or about the Hired Area.

8. Disclaimer

8.1. The Hirer hires and uses the Hired Area at the Hirer's own risk, and releases the Club from all claims, liability and loss in connection with the Hirer's hire and use of the Hired Area.

8.2. The Hirer agrees and acknowledges that the Club makes no warranty or representation to the Hirer about the condition of the Hired Area, or its suitability for the Purpose of Hire.

8.3. The Hirer acknowledges that they have inspected the Hired Area and warrants that the Hired Area is suitable for the Hirer's purpose.