

THE LINK CONDITIONS OF HIRE

APPLICATION AND PAYMENT

- 1) An application for hire must be in writing on the official Application for Hire form.
- 2) On receipt of an application for an approved use, accompanied by the deposit, a booking will be made if the requested period is available and the facility applied for will be fit for use during the hire period.
- 3) **All hire fees must be paid in advance of the commencement of hire. Where an extension of hire is requested and granted during the hire period, associated hire fees must be paid immediately following the end of the hire period.**
- 4) If the booking fee is not paid by the required date, the booking will be deemed to have been cancelled by the Hirer and Ginninderry will not be liable for any loss sustained by the Hirer.

CANCELLATION AND CHANGES BY THE HIRER

- 5) Only the nominated contact person/s on the Application for Hire form may cancel or change a booking on behalf of the organisation/hirer.
- 6) A hirer may cancel a booking by giving written notice to the authorised officer.
- 7) 3 day notice is required for cancellation of a booking. If sufficient notice is not given the Hirer will still be charged the full amount of fees due for that booking.
- 8) In any other case:
 - a) The Hirer must pay any expense incurred by the Link.
 - b) Any deficit may be recovered from the original Hirer.

CANCELLATION BY GINNINDERRY

- 9) **The Office Manager or other duly authorised officer of Ginninderry reserves the right to refuse or cancel a booking:**
 - a) **When the facility is deemed to be unfit for use during a hiring period;**
 - b) **Due to circumstances deemed appropriate by GINNINDERRY.****Any monies paid in relation to the cancelled booking will be refunded.**

USE OF FACILITY

- 10) A facility shall not be used for any activity different to that specified on the Application for Hire form.
 - a) A hirer shall not permit a person not subject to the direction and control of the Hirer to use the facility hired.
 - b) Where a facility other than that booked is used, the appropriate charge will be levied.
 - c) Where a facility is used for longer than the period of hiring, the Hirer will be required to pay the additional hiring charge, calculated at the relevant rate.
 - d) All groups must leave by 10.00pm.
 - e) The total maximum number of guests including children is 50.

ADDITIONAL CHARGES

- 11) The Hirer agrees to pay all relevant charges set by Ginninderry.
 - a) Charges will be set from time to time by Ginninderry
 - b) Charges will be those set by Ginninderry and applicable on the day of the particular hiring.
 - c) All hire fees must be paid in advance of the commencement of hire. Where an extension of hire is requested and granted during the hire period, associated hire fees must be paid immediately following the end of the hire period.
 - d) The Office Manager may require a Hirer to lodge a cleaning deposit when making a booking. Such a deposit will be refundable if the facility area (including surrounds) is left clean and tidy.
 - e) If the Hirer does not leave the Link facilities clean Ginninderry may require the Hirer to pay a \$50 cleaning fee.
 - f) The Office Manager may require the Hirer to lodge a security deposit. Such a deposit is refundable if there are no security call outs caused by the Hirer or breach of security by the Hirer.
 - g) **If the Hirer is the cause of a security call out Ginninderry will require the Hirer to pay a \$77.00 security fee.**
 - h) **No fixture, fittings or furnishings of the facility or of the Link may be altered, moved or removed without the consent of the Office Manager. If consent is given all furnishings, equipment and fixtures must be returned to its original place and in its original condition or a surcharge of \$75.00 will be incurred**
 - i) **At the end of each hire period all electrical power must be switch off or the hirer will incur an additional electricity cost of \$50.00**

(NOTE: The process of refunding deposits takes approximately two weeks as no cash refunds can be paid at Ginninderry)

INSPECTION

- 12) The Office Manager may enter and inspect a facility at any time during a hiring, without paying a charge.

ASSIGNMENT

- 13) The Hirer cannot assign or transfer the booking to any other individual or organisation.

THE LINK SECURITY

- 14) The Hirer will take responsibility for ensuring that all instructions related to the Link Security are followed.
- 15) The Hirer is responsible for providing access to their group when the Link is locked after hours. The Hirer shall not permit anyone into the building who is not a member/participant of their group. The Hirer will be held accountable for any disturbance/damage sustained as a result of letting unknown persons into the Link.
- 16) Any Hirer issued with an access pass will take full responsibility for maintaining the Security of that pass and must follow all procedures associated with the pass. The Hirer may share the pass with other members/participants of their group at their own discretion, but the Hirer will be ultimately responsible for any breach in security related to the use of that pass.
- 17) The Hirer will take full responsibility for leaving the space they have accessed secure at the end of their hire.

- 18) The Office Manager may at any time before or during a hiring, at his/her discretion and without having to give a reason, prohibit the admission of any person(s) to the Link.
 - a) The Hirer shall not admit any such person.
 - b) The Office Manager may direct any such persons to leave the Link.
 - c) If any such direction is not obeyed forthwith:
 - I. The Office Manager may close the facility;
 - II. The Hirer will be deemed to have voluntarily abandoned the hiring;
 - III. The Hirer will not be entitled to a refund of the deposit or hiring charge, or any part thereof; and
 - IV. Ginninderry or the Office Manager will not be responsible for any loss or damage sustained as a result of the closure.

USE ON GAZETIED PUBLIC HOLIDAYS

- 19) The Link will remain closed on all ACT Public Holidays. Any use of the Link on Gazetted Public Holidays (including Christmas Day and Good Friday) requires the approval of the Managing Director of Ginninderry. A booking made for either day is conditional on approval being given and subject to a surcharge above the standard hire rates.

DOMESTIC ANIMALS

- 20) No domestic animals may be admitted to the Link except with the prior agreement of the Office Manager.

ADVERTISEMENTS

- 21) No advertisements may be erected or displayed on or within the Link without the prior consent of the Office Manager.

COLLECTIONS AND LOTTERIES

- 22) Without the prior consent of the Office Manager.
 - a) No collection shall be taken in, or in the immediate vicinity of the Link;
 - b) No game of chance, or mixed chance and skill, sweepstake or lottery shall be conducted in, or in the immediate vicinity of, the Link;
 - c) No persons shall bet or wager in, or in the immediate vicinity of the Link.

SERVICE FAULTS

- 23) If a failure or fault occurs in the period of hiring in the mechanical systems, electricity supply, lighting or public address system of the Link, Ginninderry or the Office Manager will not be liable for any loss or damage occasioned thereby.

LOSSES AND DAMAGES

- 24) The Hirer agrees to notify the Office Manager immediately of any loss or damage of the Link property.
- 25) The Hirer agrees to pay Ginninderry on demand the cost of repairing or making good any damage to the Link or any part thereof arising out of or incidental to the hiring, and for the loss of any equipment included in the hiring, provided, however, that the Hirer shall not be responsible for any damages caused by an act of God, or for events outside his/her control.

SUPERVISION

- 26) The Hirer shall be responsible for:
 - a) The administration, organisation and running of a particular event.
 - b) Supervision and control of vehicles, pertaining to the use of the facilities, audiences, group participants and restricting audiences to those areas designated for their use. Special instructions may be given, depending on the booking.
 - c) Leaving all premise, dressing rooms, toilets and showers, in a clean and tidy state fit for continued use. The Hirer is required to return all issued equipment to designated storage areas. All rubbish is to be placed in the receptacles provided.
 - d) The Hirer shall at all times obey the proper instructions of the Office Manager or other appropriate officer of Ginninderry given for the safeguarding of life or limb or the preservation of Ginninderry's property in or about the Link.

INDEMNITY AND INSURANCE

- 27) a) The Hirer shall indemnify Ginninderry by executing such form of indemnification, as Ginninderry deems necessary.
 - b) The hirer shall obtain a public risk insurance policy to the value of \$10 million against each and every claim which Ginninderry may make against the Hirer in pursuance of the indemnity.
 - c) The policy of insurance and proof of its being current are to be deposited with the Office Manager before the start of the hiring period.

INTERPRETATION

- 28) In these conditions, unless the context otherwise requires:
 - a) 'Office Manager' includes an assistant or acting Manager and any other duly authorised or designated officer of Ginninderry;
 - b) 'The Link' means the 'Ginninderry building' and means the land and improvements at 90 Stockdill Drive, Strathnairn so called;
 - c) 'Facility' means a part of the fixtures, fittings or equipment the subject of a hiring.

I have read the hiring conditions stated here and confirm that I accept them for and on behalf of the organisation/hirer stated on the reverse of this page.

Signature _____

Date _____

