



## CONDITIONS OF HIRE

1. Council and or its servants and agents reserve the right not to accept the hire application or to cancel the booking at any time.
2. The hirer must execute this hire agreement and pay the required hire fees in full 48 hours before the date of the hire. Failure to do so will result in cancellation of booking.
3. Booking requests must be received no later than two (2) weeks prior to booking date.
4. No refunds on cancellations within two days of party booking.
5. The hirer shall conform to and obey all reasonable directions given by the staff member in charge or other authorised Council Officer in regard to the use of the facility/location.
6. The following rules apply at the facility/location:
  - No alcohol is permitted.
  - No smoking is allowed.
  - No glass items are allowed.
  - All parties must have a parent/guardian remain with the group.
7. Any hirer and/or other persons not complying with or enforcing the provisions of these conditions may be removed from the facility and/or area by staff in charge or other authorised Council Officer or Police Officer.
8. Council and or its servants and agents takes no responsibility for the property of any hirer whilst at the facility nor does Council and its servants or agents accept any responsibility of the property of any person the hirer allows into the pool facility and without limiting the scope of the following indemnity clause, the indemnity from the Hirer to the Council and or its servants or agents shall include such damaged to property.
9. Any motor vehicle driven or parked in the confines of the facility is entirely at the owners risk and no responsibility is accepted by the Council and or its servants or agents for any theft or damage thereto and without limiting the scope of the indemnity clause, the indemnity from the Hirer to the Council and or its servants or agents shall include such theft or damage.
10. The hirer is to notify the staff member or other authorised Council Officer of any damage that occurs during the hire period.

### Indemnity

"The Hirer agrees to indemnify and to keep indemnified, and to hold harmless the Southern Grampians Shire Council, its servants and agents, and each of them from and against all actions, costs, claims, charges, expenses, penalties, demands and damages whatsoever which may be brought or made or claimed against them, or any of them, arising from the Hirers performance or purported performance of its obligations under this Agreement and be directly related to the negligent acts, errors or omissions of the Hirer.

The Hirer's liability to indemnify the Southern Grampians Shire Council shall be reduced proportionally to the extent that any act or omission of the Southern Grampians Shire Council, its servants or agents contributed to the loss".

## ADDITIONAL BOOKING REQUESTS

---

---

**Deposit to be paid upon confirmation of booking time and date - \$150.00, balance to be paid no later than two days before party date.**

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Office use

Booking Taken By: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Confirmation (including fees) Emailed: Yes  No

Date Confirmed: \_\_\_\_\_

Booking ID: \_\_\_\_\_

Fee received: Yes  No