

Terms and Conditions

By lodging an application, you agree to the following terms and conditions:

- 1. The Hire is subject to compliance with the Town of Claremont Local Government Property Local Law 2000, Council Policy EN307 Use of Reserves and any other conditions imposed.
- 2. The Hire will only be confirmed following payment of the applicable fee and any bond to the Town. All fees and bonds are required to be paid in full at least seven (7) days prior to the date of hire.
- 3. Seven (7) days' notice in writing is required for the cancellation of a booking and to enable a refund of fees.
- 4. Consumption of BYO liquor is only permitted with an approved Liquor Permit pursuant to the *Local Government Property Local Law 2000*.
- 5. Sale of liquor is only permitted with an approved application from Office of Racing, Gaming and Liquor.

Obligations of Hirer

- 6. The Hirer:
 - (a) will leave the reserve in a clean and tidy state. Excessive rubbish generated by hirer is to be removed from site by the hirer. No rubbish or rubbish bags are to be left on the reserve.
 - (b) Will ensure noise levels comply with the *Environmental Protection (Noise) Regulations* 1997.
 - (c) Will return any key provided, to the Town before 4.30pm on the next business day following conclusion of the hire. The key can be collected from the Town's Administration Building at 308 Stiriling Highway the business day prior to the booking before 4.30pm.
 - (d) Will provide written evidence of public liability insurance or other insurances as required by the Town.
 - (e) Warrants that the reserve will not to be used for any unlawful purpose and will only be used for the specific purpose outlined in the application.
 - (f) indemnifies the Town from and against all claims, demands, costs, losses, damages, expenses whether at law or in equity arising out of or in connection with or related to the access to or use of the park/reserve.

- 7. The Town reserves the right to:
 - (a) Refuse, cancel or amend an application for hire without citing a reason.
 - (b) Require a Bond. A bond is held to cover any costs associated by the Town as a result of the hire including cleaning, damage, loss. The Town will determine whether a Bond is returned in full or part. A bond may take up to four (4) weeks of the event to be refunded.
 - (c) Impose additional terms and conditions appropriate to the proposed hire purpose. Such as the provision of a traffic management plan, parking management plan, noise management plan, accredited security personnel, a curfew, additional security bond/fees, bin hire and conditions regarding animal farms and/or animal hire.