

Kew Traffic School

Hire Agreement

Permission to hire the Kew Traffic School is granted to the hirer subject to the following terms and conditions of the Kew Traffic School Hire Agreement:

1. Grant of Licence

In consideration of the Hirer paying the hire fee to Council, Council 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. Use of hired area

The Hirer must:

- 2.1 only use the hired area and the equipment available in hired area for the specified purpose;
- 2.2 only use the hired area on the booking date(s) and during the booking times specified in the hire details;
- 2.3 not damage any part of the hired area, or allow any other person to do so;
- 2.4 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;
- 2.5 not permit any person to smoke in the hired area; and
- 2.6 not sell any alcohol or allow any alcohol to be consumed in the hired area.

3. Security and Safety

- 3.1 Council and its authorised representatives may enter and remain in the hired area at any time.
- 3.2 The Hirer must ensure the electronic security code provided by Council is not distributed or shared with any other person.
- 3.3 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 Further Information.
- 3.4 The Hirer must comply with all requirements of, and all directions given by, Council when using the hired area.
- 3.5 The Hirer shall be solely responsible at its own cost for making all arrangements for the supervision of children in the hired area, public safety including first aid equipment and the provisions of adequate security staff (if applicable).
- 3.6 The Hirer must not interfere, misuse or overload any services running through or servicing the hired area and must comply with any requirements of Council with respect to such services.

4. Termination

- 4.1 Council may terminate this Agreement at any time. Upon termination Council 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 Council under this Agreement.
- 4.2 In the event of inclement extreme weather conditions preventing the use of the hired area, Council may offer the use of the hired area to the Hirer at an alternative date or refund the hire fee upon the request of the Hirer.

- 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 Council is not responsible or liable for any personal property left in the hired area at the end of the Hirer's occupation.
- 4.5 At the end of the Hirer's occupation of the hired area, the Hirer must ensure the hired area is vacated of all guests upon the completion of the booking time.
- 4.6 If the Hirer breaches any of its obligations under this Agreement, Council at its discretion, may refuse the Hirer any future access to the hired area.

5. Insurance

- 5.1 Any external contractor engaged by the hirer in connection with the Kew Traffic School hire (such as caterers and activity providers) must hold current public liability insurance in the amount of \$20 million or more, in respect of the activities which that contractor will undertake at the hired area. The policy must:
 - 5.1.1 cover such risks and be subject only to such conditions and exclusions as are approved by the Council;
 - 5.1.2 extend to cover Council in respect of claims for personal injury or property damage arising out of the contractor's negligence; and
 - 5.1.3 be supplied to Council before the booking date of the Kew Traffic School hire (a copy of the policy is sufficient).

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 Council 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 Council 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 Council 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 Council 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 Council 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 Council 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.

9. Special Conditions

- 9.1 The Hirer must ensure all children are wearing bicycle helmets at all times whilst using equipment including bicycles and scooters in the hired area.

- 9.2 The Hirer must report any incidents or injuries that occur at the hired area to Council via email to boroondara@boroondara.vic.gov.au as soon as practically possible. Upon the submission of this report, the Hirer may be required to assist Council's Occupational Health and Safety Department in investigating the incident.
- 9.3 The Hirer must make full payment of the booking fee at the time of making the booking.
- 9.4 The Hirer must strictly adhere to the Emergency Evacuation Plan in the event of an emergency at the hired area.

Further Information

- Responsibility for providing first aid equipment and supervision of children rests with the Hirer.
- The use of glass bottles and other glass items at the hired area is prohibited at all times.
- The car park adjoining the Traffic School is available for use by those attending the site and other vehicles associated with the hire of the Kew Traffic School. This is a public, community car park and not exclusively associated with Kew Traffic School.
- Length of hire is up to 3 hours Monday to Friday and up to 2 hours on all other days. Usage is strictly in accordance with the pre-arranged booking and the hired area must be vacated by designated finishing time.
- The maximum number of children permitted during private bookings is 30 children between the ages six to ten or 50 children under the age of six.
- The hired area at the Kew Traffic School excludes the office and classroom facilities.

Indemnity statement

I agree to indemnify and keep indemnified and to hold harmless the City of Boroondara, its servants and agents and each of them from and against all actions, costs, claims, expenses and damages whatsoever which may be brought or made or claimed against them or any of them arising out of or in relation to the use/hire of the Kew Traffic School.