

CITY OF RYDE
CONDITIONS OF HIRE – EASTWOOD PLAZA KIOSK

1. The term of the hiring shall be ___/___/___ to ___/___/___ inclusive.
2. A hire fee of \$110.00 per day is payable in advance for the term of hire of the kiosk.
3. Two keys shall be provided, one for the sliding door to the kiosk and the lock on the exterior awning and one for the roller shutters. Both shall be promptly returned at the end of the hiring.
4. a) A \$200.00 refundable deposit shall be paid prior to the hire and release of the keys.

b) The deposit shall be forfeited in the event of termination pursuant to Clause 6 to cover administration costs for the termination and any replacement hiring.

c) There shall be deducted from the deposit the reasonable costs of repairing or replacing any damage to the kiosk or any of its keys, attachments, fittings or fixtures or of cleaning the kiosk in the event of a breach of Clause 5.

d) The deposit or any balance thereof shall be refunded to the hirer after return of the keys and deductions pursuant to paragraphs b) and / or c).
5. The kiosk must always be kept in a neat and tidy condition and be thoroughly cleaned, locked and secured by the hirer at the completion of its use.
6. Ryde City Council may by written notice or oral order terminate the hire immediately if any of the conditions of this agreement are not complied with by the hirer.
7. The hirer agrees to occupy and use the kiosk area at the sole risk of the hirer and shall take and be subject to the same responsibilities in regard to persons, animals, property and otherwise to which the hirer would be subject if during the term of the hire the hirer were the owner of the kiosk.
8. Without limiting the generality of clause 7, the hirer releases Ryde City Council its employees, officers, agents and contractors from and will indemnify and keep indemnified Ryde City Council, its employees, officers, agents and contractors against all claims, actions, losses and expenses of any nature which Ryde City Council may suffer or incur or become liable for in respect of or arising out of any accident or damage to property or injury or death suffered by any person arising from any occurrence in or near the kiosk during the term of this hire resulting from the negligence of the hirer.
9. Rights and obligations conferred on the hirer under this agreement are not transferable without the express and written approval of Ryde City Council which may be granted or withheld in Council's absolute discretion.

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10. It is the responsibility of the hirer at its own expense to obtain any necessary approvals for the proposed use of the kiosk and to conform with all rules, regulations and conditions imposed and / or comply with all notices issued by any authority.
11. The hirer shall effect and keep current with an insurer approved by Ryde City Council a public risk insurance policy for twenty million dollars (\$20,000,000). The hirer shall upon the payment of the hiring fee produce a copy of the policy for Council's inspection. If the hirer does not have insurance cover, Council will provide the appropriate cover subject to the hirer not using the kiosk more than 10 days over a 12 month period. Insurance cover cannot be provided by Council to Incorporated Bodies, Sporting Clubs or Associations of any kind or for profit making/commercial activities.
12. Nothing in this agreement is intended to or does constitute this agreement as a lease or exclusive right to possession. The hirer's use of the kiosk is not exclusive and Ryde City Council reserves its rights to enter kiosk as is necessary or desired and to allow others to do so, as it sees fit, during the term of the hiring.
13. The hirer acknowledges the appointment of the Property Officer to regulate the hiring and exercise the powers of Ryde City Council in respect thereof and will comply with any reasonable requirement of such person.

Dated: __/__/____

Hirer

For and on behalf of Ryde City Council

Instructions to Eastwood Library Staff

Person likely to collect key _____

Contact Number _____