

ADVERTISING BOARD SPACE HIRE

Conditions of use



1. SCOPE

These Conditions of Use apply to the use of Advertising Board Space at Council facilities known as Duncan Mackinnon Reserve (more specifically the fence line near East Boundary and North Roads, Murrumbeena) and East Caulfield Reserve (more specifically the fence line at Dandenong Road, opposite Monash University, Caulfield East) and referred to in these Conditions of Use individually or together as applicable as the 'Reserve'.

2. HIRER

In these Conditions of Use, the 'Hirer' means the person or organisation that has applied to use Advertising Board Space at the Reserve. Where the Hirer is an organisation, the person who made the booking is jointly and severally liable together with the organisation to ensure compliance with these Conditions of Use including with respect to the payment of fees and costs.

3. ADVERTISING BOARD SPACE HIRE APPLICATION FORM

A properly completed and signed Advertising Board Space Hire Application Form must be submitted by the Hirer at the time of booking Advertising Board Space. Where a booking is made on behalf of an organisation the person who makes the booking must certify that he/she has the necessary authority to make the booking and include his/her personal contact details as well as those of the organisation on the Application Form.

4. BOOKINGS AND CONFIRMATION

- 4.1. Council will hold tentative booking(s) for five (5) working days, which if not confirmed at the end of that period, will be cancelled without notice.
- 4.2. A booking will not be confirmed until a completed Application Form is submitted by the Hirer, a security deposit of \$53 is paid to Council and Council has issued a written booking confirmation.

5. HIRE FEES

Subject to clause 6.1, Council will not charge any fees for the use of Advertising Board Space.

6. SECURITY DEPOSIT

- 6.1. A security deposit of \$53 is payable by the Hirer at the time of booking the Advertising Board Space and is to be held as security against any damage caused to the Reserve and/or any other breach of these Conditions of Use.
- 6.2. Subject to clause 6.3 a refund of the security deposit will be made within twenty one (21) days othe end of the hire.
- 6.3. Deductions may be made from the security deposit for any reasonable cause including but not limited to:
 - 6.3.1. damage caused to the Reserve or any Reserve fixture or fitting; and
 - 6.3.2. costs and expenses incurred as a result of a breach of any of these Conditions of Use.
- 6.4. Where the amount of the security deposit is not sufficient to cover the sums payable pursuant to these Conditions of Use, the Hirer will be liable to pay the difference within thirty (30) days of receipt of an invoice.

7. INSURANCE

- 7.1. The Hirer must during the period of hire, hold current public liability insurance with an insurer acceptable to Council and with minimum coverage per event of \$20,000,000 (twenty million dollars).
- 7.2. Council's consent to use Advertising Board Space is conditional upon proof of the required insurance in the form of a copy of a certificate of currency being submitted to Council at least ten (10) working days prior to the start of the hire.

ADVERTISING BOARD SPACE HIRE

Conditions of use



- 7.3. The Hirer acknowledges and agrees that Council will not be responsible for any loss or damage, howsoever caused, to any property belonging either to the Hirer or the Hirer's employees, agents, contractors, licensees and invitees. Insurance for non-Council property is entirely the responsibility of the Hirer.

8. INDEMNITY

The Hirer agrees to indemnify, hold harmless, release and discharge Council, its Councillors, employees, and agents and each of them from and against all actions, costs, claims, charges, expenses and damages whatsoever (including without limitation in respect of physical injury or death) which may be brought or made or claimed against it, or any of them, arising out of or in relation to, the Hirer or its employees, agents, contractors, licensees and invitees' use of Advertising Board Space, at the Reserve, or in relation to the cancellation of a booking by Council in accordance with clause 9.2. except to the extent that it arises out of any negligent act or omission of Council, its employees or agents.

9. CANCELLATION

- 9.1. Notification of changes to a booking and cancellation of a booking must be made in writing by post or email marked for the attention of the Open Space Bookings Officer, Glen Eira City Council, PO Box 42, Caulfield South VIC 3162 or recservices@gleneira.vic.gov.au
- 9.2. Notwithstanding any other provision of these Conditions of Use and regardless of whether a booking confirmation has been issued, Council expressly reserves the right to cancel any booking at any time, or to refuse to allow any hire of Advertising Board Space in circumstances where the Advertising Board Space or Reserve is required for Council use or where Council reasonably considers the proposed use will be detrimental to Council or a third party in which case a full refund of the security deposit will be made.

10. SPECIFIC PROVISIONS OF USE

The Hirer:

- 10.1. must observe all laws and statutory rules and regulations applicable to the use of the Advertising Board Space and/or the Venue, including without limitation, Council's *Community Local Law 2019* (for further information, visit Council's website at www.gleneira.vic.gov.au);
- 10.2. acknowledges and agrees that the event or activity advertised or promoted on the Advertising Board Space must be an event or activity taking place in the Glen Eira municipality;
- 10.3. acknowledges and agrees that the Hirer, if an individual, must be resident in the Glen Eira municipality, and if an organisation, association or incorporated entity, must have its address or registered office in the Glen Eira municipality;
- 10.4. acknowledges and agrees that the maximum number of advertising boards that can be displayed at either Venue at any time is one;
- 10.5. acknowledges and agrees that the erection and use of 'A' frame advertising boards at the Reserve is not permitted;
- 10.6. acknowledges and agrees that Advertising Board Space must not be used for the display of information of a commercial, political or personal nature;
- 10.7. acknowledges and agrees that advertising boards must not exceed five (5) square metres; and
- 10.8. acknowledges and agrees to ensure that advertising boards are erected in accordance with the illustration set out in Schedule One of this Agreement (please turn over for illustration).

ADVERTISING BOARD SPACE HIRE

Conditions of use



10.9. Advertising board must be secured to the frame provided at the reserves (illustration above).

11. HIRE PERIOD AND COMPLETION OF USE

11.1. The Hirer agrees that its use of Advertising Board Space will not exceed two (2) consecutive weeks at a time and at the expiry of the period of hire, the Hirer will immediately remove the advertising board from the Reserve and failure to remove the advertising board will result in Council forfeiting the security deposit.

11.2. At the completion of the period of hire, the Hirer:

11.2.1. must ensure that the Reserve is left in a clean and tidy condition;

11.2.2. must immediately remove from the Reserve the advertising board and all property and make good any damage to the Reserve caused by the removal;

11.2.3. acknowledges and agrees that any advertising board or other property not removed from the Reserve immediately following the expiry of the period of hire will be treated as abandoned and will be disposed of as Council considers fit; and

11.2.4. must promptly report any damage to the Reserve to Council's Open Space Bookings Officer.

12. BREACH

Any breach of these Conditions of Use including failure to pay any amount due within the stipulated time may, at the option of Council, result in the consent to the use of Advertising Board Space being withdrawn, the security deposit being withheld, further bookings by the Hirer not being accepted.