APPLICATION FOR HIRE Belconnen Community Theatre



Phone: 6264 0200	Fax: 6253 2901		c@crcs.com.a				elconnen ACT 26	516
Please ensure you comp	lete ALL parts	of this form	as incompl	ete forı	ms will no	ot be accept	ted.	
1. CONTACT DETAILS								
Applicant/Contact					Pos	ition Held	1	
Group/Organisation					1.00	A.B.N		
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Alternative Contact					Phone	е		
2. BOOKING DETAILS								
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Type of group/organisat	ion		(N) 1.5 D	<u></u>		<u> </u>		
(for the purpose of centre		Communit	ty/Not for Pro	ofit		Business	s/Government	
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system; upright piano (to l								
showers. Additional requirements	•							
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ABOUT THE BELCONNEN COMMUNITY THEATRE

The Belconnen Community Theatre is centrally located in the Belconnen Community Centre on Swanson Court, opposite the Bus Interchange, and is a short walk to the Belconnen Mall and the Canberra Labor Club.

The Theatre is first and foremost a performance space. The Theatre includes lighting, sound, seating, dressing rooms, curtains, and other staging resources.

The Belconnen Community Theatre is also available for rehearsal space, and is an excellent venue for cultural shows, conferences and presentations as well as performances. There is a large car park immediately across the road from the Theatre that provides easy access for patrons.

The Belconnen Community Theatre, The Bio Box, Back Stage and Dressing Rooms are strictly alcohol, smoke and drug free spaces.

The Belconnen Community Theatre supports the performing arts in the Belconnen region. We are pleased to offer an affordable pricing structure, providing performance opportunities to community groups and private organisations.

Hirers are encouraged to distribute posters/flyers around the Community Centre. Assistance with media coverage is available by contacting our Centre Manager.

Our ability to offer an affordable pricing structure relies on all Hirers cooperating fully with their obligations in relation to the hire of the Theatre, including but not limited to complying with the cleaning requirements imposed on Hirers.

Social Bean Café provides fantastic coffee and lunch-item menus to patrons. If you would like the Café to be open for after-hours events please contact the Centre Manager to discuss pricing.

USEFUL CONTACTS				
Capital Region Community Services				
Centre Manager	Phone	Email		

No ticket booking service is available with the hire of the Theatre. This is entirely the responsibility of the Hirer. The Street Theatre has a long-standing history of providing Belconnen Community Theatre with a ticketing service, details below.

Ticket Booking Support				
The Street Theatre	Phone	Email		

Should you require technical support, especially with lighting and sound, we can recommend the following technicians. Please ensure that you have made technical arrangements well before the commencement of the Hire Period. All specialised Theatre equipment must only be used by persons approved by the Centre Manager.

Technical Support				
Contact	Phone	Email		

BELCONNEN COMMUNITY THEATRE TERMS AND CONDITIONS OF HIRE

1. <u>Definitions</u>

Unless the contrary intention appears, in these Hire T&C's:

- (a) **Additional Charges** means those charges referred to or describe in clause 9.
- (b) **Approved Use** means the approved use of the Facilities the subject of a Booking as notified by us to you.
- (c) **Bond** means any bond that we require you to pay to us prior to the hire of the Theatre as notified by us.
- (d) **Booking** means a Booking Request that has been approved and accepted by us in accordance with clause 3.
- (e) **Booking Request** means a request that you make for us to supply Facilities for hire by you.
- (f) Business Day means a day except a Saturday or Sunday or other public holiday in the jurisdiction.
- (g) **Centre Manager** includes an assistant or acting Manager and any other duly authorised or designated officer of CRCS;
- (h) Centre means the 'Belconnen Community Centre' located at 23 Swanson Court, Belconnen ACT 2617;
- (i) Claim means any claim, suit, action, demand, or right.
- (j) CRCS, we, us or our means Capital Region Community Services Limited Ltd ACN 639 117 061.
- (k) **GST Act** means A New Tax System (Goods and Services Tax) 4. Act 1999 (Cth).
- (I) GST has the meaning given in the GST Act.
- (m) Hire Charges means the price at which we agree to hire the Facilities to you, as determined or amended by us from time to time in accordance with these T&Cs.
- (n) Hire Period means the period which we have agreed to hire the Facilities to you as per the Booking, and for a permanent or reoccurring Booking means each individual period of hire the subject of that Booking.
- (o) **Hirer, you, your, etc** whether capitalised or not means the Hirer listed in the Booking request.
- (p) Liability means responsibility for any loss (either direct or indirect), damage, or expense and includes liability for Consequential Loss.
- (q) Safety Conditions means the safety conditions for using the Theatre annexed to these Theatre Hire T&Cs.
- (r) Theatre Hire T&Cs means these Terms and Conditions of Hire, and any annexures, schedules or attachments to it.
- (s) Theatre means the Belconnen Community Theatre located inside the Centre and includes all facilities listed on the booking form.

2. Application of Hire T&Cs

- (a) The terms of these Theatre Hire T&Cs apply to all Booking Requests that you make for the hire of the Theatre from us.
- (b) We may amend these Theatre Hire T&Cs at any time at our sole discretion.
- (c) Any Booking Request you make will be deemed to be your acceptance of these Theatre Hire T&Cs, and any amendments thereof, that are current at the time of you making such Booking Request.

3. Making a Booking

- (a) You may make a Booking Request at any time, by any method that we indicate we accept Booking Requests by from time to time.
- (b) On receipt of a Booking Request we will use best endeavours to confirm that a Booking has been made if:
 - (i) the Booking Request is for an Approved Use;
 - (ii) the requested Hire Period is available;

- (iii) the Theatre will be fitfor use during the Hire Period; and (iv) you have paid the Hire Charges for the Hire Period.
- (c) Nothing in these Theatre Hire T&Cs constitutes any representation, warranty or guarantee that we will accept any request for hire, and we may accept or reject a Booking Request at our absolute discretion.
- (d) A contract or agreement for the hire of the Theatre arises when you make a Booking Request, and we provide you with written confirmation that the Booking Request has been accepted and a Booking has been made.
- (e) Once we accept a Booking Request, we will supply the Theatre in accordance with these Theatre Hire T&Cs on the terms and conditions set out in these Theatre Hire T&Cs.
- (f) Any leaflets, catalogue, price list, or other material for the Theatre that we provide to you is an invitation to treat only and not an offer by us to provide the Theatre, and any list prices may be amended at our discretion.
- (g) The Centre will remain closed on all ACT Public Holidays. Any use of the Theatre on Gazetted Public Holidays (including Christmas Day and Good Friday) requires the approval of the Centre Manager. A Booking made for either day is conditional on approval being given and subject to a surcharge above the standard Hire Charges.

4. Cancellation and Variation of Bookings

- (a) Only the nominated contact person/s on the Booking Request may cancel or change a Booking on behalf of the Hirer. **Variation of Bookings**
- (b) You may not vary a Booking except with our prior written agreement.
- (c) We may choose to accept any request for a variation or cancellation of a Booking at our discretion. Cancellation of Bookings by Hirer
- (d) You may request that a Booking be cancelled by written notice to us.
- (e) A minimum of 14 days' notice prior to the commencement of the Booking is required to cancel (the **Notice Period**).
- (f) If the cancellation request is not provided within the Notice Period, we may recover from you all costs, expenses, loss or damage we incur as a result of such cancellation.
- (g) Without limiting the generality of clause 4(f), we may recover from you as a debt due and payable:
 - (i) the full amount of Hire Charges due for that Booking; and
 - (ii) any other expenses incurred by us in relation to the Booking.

Cancellation of Bookings by Us

- (h) We may immediately cancel a Booking on written notice if we reasonably determine that:
- the Theatre is deemed to be unfit for use during the Hire Period: or
 - (ii) we are otherwise unable to fulfil the Booking.
- (i) If we cancel a Booking in accordance with clause 4(h) we will promptly refund to you any monies paid in relation to the cancelled Booking.
- (j) Notwithstanding anything else in these Theatre Hire T&Cs, we may immediately cancel a Booking if you breach any terms of these Theatre Hire T&Cs.
- (k) If we cancel a Booking pursuant to clause 4(j), we may recover from you all costs, expenses, loss or damage we incur as a result of such cancellation.
- Without limiting the generality of clause 4(k), we may recover from you as a debt due and payable:
 - (i) the full amount of Hire Charges due for that Booking; and

(ii) any other expenses incurred by us in relation to the End of Hire Period Booking.

Use of Theatre

- (a) Subject to clause 5(b), you will be entitled to exclusive use of the Theatre during the Hire Period.
- (b) The Centre Manager may enter and inspect the Theatre at any time during the Hire Period that we, in our absolute discretion,
- (c) You and your invitees enter and use the Theatre at your sole risk.
- (d) We make no representation or warranty as to the suitability of the Theatre for your intended use.
- (e) We make no representation or warranty as to the availability, condition, or suitability of any equipment or facilities provided in the hire of the Theatre.
- (f) We do not supply consumables such as rope, lighting gels, gaffer tape, batteries, paint, garbage bags, etc with the hire of the Theatre. You are solely responsible for supplying any consumables or other goods that you require during the Hire Period.
- (g) You are solely responsible for the administration, organisation and running of any event during the Hire Period.
- (h) Where the Theatre is used for longer than the Hire Period, you will be required to pay the additional Hire Charges calculated at the relevant rate.
- At the conclusion of each time that you access the Theatre during the Hire Period you must:
 - (i) leave the Theatre in a clean and tidy state fit for continued use:
 - (ii) switch off all lights, air-conditioning and electrical power;
 - (iii) place all rubbish in the receptacles provided; and
 - (iv) ensure the Theatre and the Centre is left fully secured, including ensuring that all doors are locked and the alam system is armed. Restriction on Use
- (j) You must only use the Theatre for the Approved Use.
- (k) All specialised theatre equipment supplied with the Theatre must only be used by persons approved by the Centre Manager.
- (I) The Theatre and the Centre must be vacated no later than 11.50pm each evening.
- (m) Without our prior written consent:
 - (i) no domestic animals may be admitted to the Theatre;
 - (ii) no fixture, fittings or furnishings of the facility or the Theatre may be altered, moved or removed;
 - (iii) no advertisements may be erected or displayed on or within the Theatre;
 - (iv) no collection shall be taken in, or in the immediate vicinity of, the Theatre;
 - (v) no game of chance, or mixed chance and skill, sweepstake or lottery shall be conducted in, or in the immediate vicinity of, the Theatre; and
 - (vi) no persons shall bet or wager in, or in the immediate vicinity of the Theatre.

Loss and Damage to the Theatre

- (n) In the event that the Theatre becomes unsafe to use during the Hire Period, you must immediately:
 - (i) stop using the Theatre;
 - (ii) notify us; and
 - (iii) take all reasonable steps to prevent injury occurring to persons or property as a result of the condition of the
- (o) If the Theatre is damaged during the Hire Period, you must immediately:
 - (i) stop using the part of the Theatre containing the damage;
 - (ii) notify us; and
 - (iii) take all reasonable steps to prevent further damage.
- (p) You agree to pay to us on demand, and indemnify us against, the cost of repairing or making good any damage to the Theatre, or any party thereof arising of or incidental to your use of the Theatre, and for the loss of any equipment included in the Booking.

- (q) At the end of the Hire Period you must leave the Theatre in the same state it was in at the commencement of the Hire Period.
- Without limiting the generality of clause 5(q), at the end of the Hire Period you must:
 - (v) leave the Theatre in a clean and tidy state fit for continued use, including the box office, bio-box, theatre foyer, seats and performance space;
 - (vi) empty the vacuum into the bin at the rear of the Centre;
 - (vii) return all issued equipment to designated storage areas:
 - (viii) return all furnishings, equipment and fixtures to their original
 - (ix) ensure curtains are left in place and functional;
 - (x) switch off all lights, air-conditioning and electrical power;
 - (xi) place all rubbish in the receptacles provided;
 - (xii) ensure the Theatre and the Centre is left fully secured, including ensuring that all doors are locked and the alarm system is armed; and
 - (xiii)Repaint the stage floor black, using Dulux 101 Russian Black Low Sheen or Matte on a blue base, if it has been altered by you.
- You must make an appointment with the Centre Manager at the end of the Hire Period to complete a bump out checklist.

Safety, Access and Security

(a) You are responsible for ensuring that all instructions related to the safety, access and security of the Theatre are followed during the Hire Period.

Safety

- (b) You must adhere to the Safety Conditions at all times during the Hire Period. If you fail to comply with the Safety Conditions we may immediately cancel your booking and recover from you all costs, expenses, loss or damage we incur as a result of such cancellation.
- (c) Without limiting the generality of clause 6(b), we may recover from you as a debt due and payable:
 - (iii) the full amount of Hire Charges due for that Booking; and
 - (iv) any other expenses incurred by us in relation to the Booking.

Security Passes

- (d) If you are issued with a security access pass for the Centre for the Hire Period (Security Pass), you take full responsibility for maintaining the security of that pass and must follow all procedures associated with the Security Pass.
- (e) You may share the Security Pass with other members/participants of your group at your own discretion, but you will be ultimately responsible for any breach in security related to the use of the Security Pass.
- You are responsible for collecting the Security Pass during the Centre's office hours.
- (g) An appointment must be made with the Centre Manager to complete bump in and collect keys and/or Security Pass. Keys and/or Security Passes will not be issued if you have not made an appointment.
- (h) A bump in checklist must be completed with a Centre Manager or other member of staff prior to the issue of keys and/or Security Pass.

Theatre & Centre Access

- You are responsible for providing access to your group when the Centre is locked after hours and must not, at any time, pemit persons into the Centre who is not a member/participant of your group. You are solely responsible for any disturbance or damage sustained as a result of letting unknown persons into the Centre.
- We may prohibit the admission of any person(s) to the Centre or the Theatre at any time before or during a Hire Period at our sole discretion and without having to give a reason.
- If we prohibit the admission of a person(s) in accordance with clause 6(k):
 - (i) you must not admit any such person to the Theatre of the Centre;

- (ii) we may direct any such persons to leave the Theatre or the (e) If you do not repaint the floor in accordance with clause 5(r)(xiii), Centre; and
- (iii) if any such direction is not complied with:
 - (1) we may close the Theatre;
 - (2) you will be deemed to have voluntarily abandoned the Booking;
 - (3) you will not be entitled to a refund of the Hire Charges, or any part thereof; and
 - (4) we will not be responsible for any loss or damage incurred by you as a result of the closure.

Service Faults

(a) We are not responsible for any failure or fault occurring in the mechanical systems, electricity supply, lighting or public address 11. Complimentary Tickets system of the Theatre during the Hire Period.

8. **Payment**

General

- (a) In consideration for us fulfilling a Booking you must pay to us:
 - (i) the Hire Charges for the Booking as specified in our relevant pricing schedule as in effect at the time of you making the Booking;
 - (ii) any Additional Charges; and
 - (iii) any other out of pocket expenses that we incur, or any other amounts we may charge to you pursuant to these Theatre Hire T&Cs or otherwise, arising out of us supplying the Theatre for hire, on the terms of the tax invoice provided to you by us.
- (b) Unless we notify you otherwise, we require payment of the Hire Charges in full prior to confirming your Booking and prior to providing access to the Theatre during the Hire Period.
- (c) All payments must be made by Electronic Funds Transfer to the financial institution nominated on our invoice, unless we in our absolute discretion agree to accept an alternative means of payment.

Bond Specific Terms

- (d) Despite anything else in these Theatre Hire T&Cs, if we require you to pay a Bond to secure the Booking we are not required to confirm that a Booking has been made or provide you with access to the Theatre unless or until you pay us that Bond.
- (e) The Bond will be returned to the Hirer once we are satisfied, in our sole discretion, that the Hirer has complied with:
 - (i) its obligations at the end of the Hire Period contained in clauses; and
 - (ii) its cleaning obligations contained in clauses. Interest
- (f) If you fail to pay to us any amounts by the date that such payment falls due, you must pay us interest calculated at 12% per annum on the outstanding amount, accruing and compounding daily.
- (g) Interest under clause 8(f) is payable on demand and continues to accrue pursuant to the terms of that clause until all such outstanding amounts (including previously accrued interest) have been paid in full.

Additional Charges

- (a) In addition to the Hire Charges, you agree that you are solely liable for:
 - (i) any fines imposed as a result of your use of the Theatre;
 - (ii) any costs associated with the cleaning of the Theatre at the end of the Hire Period; and
 - (iii) where the Theatre has become damaged during the Hire Period beyond fair wear and tear, for any reason whatsoever, the cost of repairing the Theatre and any loss suffered by us as a result of the Theatre not being available for hire.
- (b) If you do not leave the Theatre clean at the end of the Hire Period we may require you to pay a cleaning fee.
- (c) If a security call out is required due to your use of the Theatre, including the actions of any of your invitees, during the Hire Period we may require you to pay a security fee.
- (d) If you lose or damage a Security Pass a \$20 replacement fee will be charged.

we may require you to a pay for the repainting (including the cost of paint and labour).

10. Insurance

- (a) Prior to commencement of the Hire Period the Hirer must obtain a public liability insurance policy to the value of \$10 million with a reputable insurer for the duration of the Hire Period.
- (b) You must provide us with satisfactory evidence of the insurance policy prior to the commencement of the Hire Period.
- (c) We will not be obliged to provide you with access to the Theatre during the Hire Period if you do not comply with above clauses 10(a) and 10(c).

- (a) For each Hire Period in which the Hirer is producing a show or putting on a performance, the Hirer must:
 - (i) offer to us 10 complimentary tickets to the show or performance; and
 - (ii) offer to all CRCS employees tickets for the show or performance at concessional rates.

12. General Indemnity

- (a) You irrevocably indemnify and keep us and our employees indemnified from all costs, expenses, loss, damage (including consequential loss) and liability (including legal or enforcement fees, on a full indemnity basis), claims or demands that we incur or suffer arising out of, or in connection with whether directly or indirectly:
 - you failing to comply with your obligations under these (i) Theatre Hire T&Cs; or
 - any act or omission by you or your agents or invitees; or
 - (iii) our enforcement of our rights under these Theatre Hire T&Cs, regardless of whether such enforcement action is successful or not.
- (b) You must pay us all amounts we are entitled to recover from you under clause 12(a) on demand.
- (c) You release and indemnify us from all costs, expenses, loss, damage and liability whatsoever incurred or suffered by you or your invitees arising out of your use of the Theatre.

13. Assignment

(a) You cannot assign or transfer the booking to any other individual or organisation.

14. No Waiver

- (a) A party does not waive its rights under these Theatre Hire T&Cs unless it gives written notice that it waives that right (and such waiver is limited to the instance referred to in such notice).
- (b) A right is not impaired or waived under any circumstances whatsoever.

15. Force Majeure

- (a) We are not liable for any loss or damage you may suffer caused by any failure by us to perform our obligations resulting from, or caused by, any fact or circumstance outside of our reasonable control, including, but not limited to:
 - you failing to do something you are required to do under these Theatre Hire T&Cs;
 - (ii) strikes or lockouts;
 - (iii) pandemics;
 - (iv) fires, storms, natural disasters or other acts of God; or (v) riots, war or civil commotions.
- (b) If any event, fact or circumstance occurs, to which clause 15(a)1(a) applies, we will use all reasonable endeavours to remove such event, fact or circumstance.
- (c) Clause 15(a)1(a) does not, however, require us to settle any litigation, or employment or industrial dispute, whatsoever.

16. Severability

- (a) If all or any part of any provision of these Theatre Hire T&Cs is invalid or unenforceable, then:
 - that provision is severed from these Theatre Hire T&Cs to the extent necessary to remove the invalidity or illegality; and

(ii) the remaining provisions of these Theatre Hire T&Cs remain valid and enforceable.

17. Entire Agreement

- (a) these Theatre Hire T&Cs embodies the entire agreement between the parties in relation to the subject matter of these Theatre Hire T&Cs and supersedes any and all oral and written negotiations and communications by or on behalf of any of them. 18. Jurisdiction
- (a) To the extent permitted by law, these Theatre Hire T&Cs are **blank**. governed by the laws of the ACT, and the Parties irrevocably submit to the jurisdiction and courts of the ACT.

19. Notices

(a) All notices required or permitted to be given under these Theatre Hire T&Cs must be in writing and given by personal service, prepaid postage, facsimile transmission or e-mail transmission at the addresses of the parties as stated in communications between us from time to time.

20. GST

- (a) Amounts recorded in these Theatre Hire T&Cs do not include GST unless expressly stated.
- (b) If a supply under these Theatre Hire T&Cs is subject to GST but does not include GST the recipient will:
 - (i) pay the supplier an additional amount equal to the amount Services Ltd of GST on the consideration at the prevailing GST rate; and
 - (ii) pay the additional amount at the same time and in the same manner as the consideration for the supply to which the additional amount relates.
- (c) The supplier will:

(iii) give the recipient a Tax Invoice for the additional amount when it is paid; and

(iv) promptly refund any overpayment made by the recipient under this clause 24 after the supplier receives the benefit of a credit or refund in connection with the overpayment.

and communications by or on behalf of any of them. 18. <u>Jurisdiction</u> The rest of this column and page has been left intentionally (a) To the extent permitted by law these Theatre Hire T&Cs are blank.

I have read the hiring conditions stated here and confirm that I accept them for and on behalf of the Hirer.

Signature		
Printed Name:		

Belconnen Community Centre is a proudly operated by Capital Region Community



SAFETY CONDITIONS

To ensure the safety of everyone who accesses the Theatre, the following safety conditions must be adhered to at all times. Any breach in these conditions may result in the immediate cancellation of your booking.

GENERAL SAFETY REQUIREMENTS

Scaffolding, ladders and trolleys must be stored in a safe place away from public access. Electrical cords must be placed so as not to obstruct passageways or walkways. During performances the front double doors must be unlocked and unbolted, as this doorway is a major emergency exit in case of fire.

ACCESS TO LIGTHING RIGS ABOVE SEATING

Hirers are not permitted to access the lighting rigs above the audience seating, as this task has been identified as a hazard. The lights have been set to a standard four-colour wash, with spotlights aimed at the centre, left-side and right-side of the stage. If this arrangement is not suitable, Hirers may seek permission in writing from the Centre to contract a licensed rigger to change the lights for their show and return them to their normal position prior to bump-out.

Hirers may choose to contract our preferred rigger or suggest another rigger to be approved by the Centre. A copy of the riggers relevant insurance, and riggers licence must be provided to the Centre prior to approval of the work. Riggers and Hirers must abide by relevant safety requirements and use a harness and be assisted whilst working on these rigs.

ADDITIONAL SEATING

There are additional plastic chairs in the storeroom that may be used in the spaces allocated for movable seating at the front of the audience stand. Under no circumstances are these chairs or any other chairs to be used along the top back row of the audience stand, as this creates a trip hazard for the audience.

It is the Hirer's responsibility to ensure that ticket sales do not exceed the maximum seating capacity of 145.

FIRE SAFETY & EQUIPMENT

All fire equipment, including fire extinguishers, fire hose reels and fire doors, must be kept clear at all times. Do not store items under or beside fire equipment. The fire hose reel must never be covered by stage curtains. Fines of \$15,000 apply for each item that is kept in front of or beside fire equipment.

Before each function Hirers should announce the location of the fire exits keeping in mind that the main entry doors must not be bolted during performances as they are the main fire exits. The nearest fire exits are behind the stage area and the rear foyer door. Fire extinguishers are located in the foyer, in the plant room, inside the theatre storeroom, near the stage/street exist door and in the bio box. A fire hose reel is located on the wall at stage left, near the stage/street exit door. The Theatre is currently fitted with smoke detectors and can only be isolated by special arrangement with the Centre Manager.

FLAMES AND FLAMMABLE MATERIALS

Under no circumstances are flames or lit cigarettes permitted in the Theatre. Flammable materials and appliances that generate high heat must not be used, especially near any curtains. Please be aware that the Theatre curtains are not flame resistant, and caution must be taken at all times. Hirers should inform all cast and crew of this hazard.

STORAGE

Storage in the area under the audience seating is prohibited. No items are to be stored in this area at any time. Failure to keep this area clear may result in the Theatre being closed down.

The Centre does not have sufficient storage areas to allow Hirers to store their property on a full-time basis. The Hirer should remove items no longer in use once the set has been constructed. The Hirer is to ensure that Centre staff can gain access to Centre property in the storeroom at all times.

WORKING ALONE

No one should ever work in the Theatre alone, especially when working at heights. There must be at least two people in the Theatre at all times.

TRIP HAZARDS

All trip hazards created by leads, equipment, sets, etc. must be identified and labelled. The Hirer is responsible for identifying and labelling all trip hazards as they arise.

I have read the Safety Conditions stated here and confirm that I accept them for and on behalf of the Hirer.

Signature _____ Date:

Capital Region Community Services

Belconnen Community Centre is a program of Capital Region Community Services Ltd