

Use of Kingston CC's Giant Games Kit and Equipment

The Hirer is responsible for setting up activities and equipment then returning it to its original location within the time of the booking, unless Council has agreed otherwise.

The Hirer must move all equipment safely.

Hire charges

There is no charge for hiring the Games. A damage bond of \$50 AU must be paid in full at least fourteen (14) days before the function date. If damage bond is not paid, the booking will be deemed to be cancelled.

Cancellations

- Where notification of cancellation is received in writing at least **(14)** days prior to the function date, the bond will be refunded.
 - Where the Hirer cancels a booking: The bond fee will be refunded. Please allow up to 28 days for the bond refund to be processed.
 - If a Hirer proposes to change a Function date, such change must be notified in writing. The bond fee will be refunded, and a new booking and bond fee will need to be paid for the new date of hire.
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Damage Bond

- A bond for guarantee against damage is required. The amount of the bond is \$50.
 - Provided there is no damage to the Games and equipment and no cleaning or maintenance of a non-routine nature is required after the use, the bond will be refunded. Please allow up to 28 days after the return for the bond refund to be processed.
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Safety

- The Hirer must use the 'Giant Games' activity kit in a safe manner and keep all invitees and guests safe. Please use the Games for the purpose for which they are intended i.e. consistent with Game rules.

- The Hirer is liable for all costs associated with emergency services call-outs including the fire brigade or ambulance, resulting from a call by the Hirer or the Hirer's use.
 - The Hirer must promptly notify the Council if it becomes aware of the existence of a potential occupational health and safety issue in relation to the 'Giant Games' activity kits including, a material risk of injury.
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Damage

The Hirer is liable for any damage done to the Games or venue, during the booking hire period.

COVID Safety

- Only [approved activities](#) under the current DHHS restriction levels at the start time of the hire are to be undertaken.
 - Hirers must ensure that mandatory practices are being adhered to including wearing a face mask (if required) as outlined in current [DHHS Guidelines](#).
 - Cleaning of carry bag handles, storage containers and high touch surfaces on each set of Games is to be carried out before and after use of games and equipment. The hirer is also to clean the equipment before and after use, before returning the Games to Council. The hirer is responsible for these hygiene practices as per current [DHHS Guidelines](#).
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No transfer

The booking cannot be transferred in part or in whole or assigned to another without the written approval of the Council.

Release & Indemnity

The Hirer uses the 'Giant Games' activity kit and equipment at its own risk, and releases the Council to the extent permitted by law from all liability and loss in connection with the equipment (including where Council terminates this Agreement for any reason whatsoever); and indemnifies the Council against all loss and liability in connection with the Hirer's use of the 'Giant Games' activity kit and equipment, including any damage caused to the 'Giant Games' activity kit and equipment or any loss, injury or death to any person while using except to the extent to which Council is negligent.
