

CONTRACT TERMS & CONDITIONS FOR THE HIRE OF “QUERCUS RURAL YOUTH PARK”

In this Contract the Rural Youth Organisation of Tasmania Inc. is referred to as RYOT. Nominated Representative/s are the person/s authorised to represent and act on behalf of RYOT. Property means the land owned by RYOT and all buildings, chattels and improvements located thereon.

1. RYOT reserves the right to refuse any application. Successful applications shall be notified in writing within 30 days of the Rural Youth Head Office receiving the completed application form.
2. Bond shall be determined by RYOT, if the property is left in an unacceptable condition the bond shall be void. Hirers will be liable for all costs of repairs resulting from damage done to any part of the property during their occupancy.
3. If bond is not received within 7 days prior to commencement of hire the use of the property may be refused.
4. RYOT reserve the right to set the hire fee and any additional conditions of use for a specific hire period.
5. No livestock will be permitted on the property without the express permission of RYOT.
6. No dogs (with the exception of guide dogs) will be permitted on the property without the express permission of RYOT.
7. RYOT accepts no liability for damage to electrical equipment due to power fluctuations or failure. Hirers are not permitted to alter any electrical installation.
8. All hirers are required to keep and leave property in a clean and orderly condition, equivalent to that prevailing before occupancy, if this condition is not met, the hirer will be responsible for all clean-up costs.
9. Any goods or equipment left on property for a period of more than 3 months without specific authorisation becomes the property of RYOT.
10. Hirers are responsible and liable for the condition of the areas covered by this Contact from the time they commence preparing for their activities until these areas are cleared to the satisfaction of RYOT irrespective of when the hire starts and ceases.
11. Each hirer must carry Public Liability Insurance to cover their involvement at Quercus Rural Youth Park. A copy of your current policy is to be forwarded with your application. Depending upon the size of the event the Committee may insist that the policy be increased.
12. RYOT shall not, irrespective of the cause, be liable for the loss or any damage whatsoever to the hirer's property.
13. Hirers hereby agree to occupy and use the property at their own risk and shall accept liability for damage or injury to persons or property howsoever the same shall occur and hereby release and indemnify RYOT. and their servants and agents from all claims and demands of any kind and from all liability which may arise in respect of any accident, damage or injury occurring to any person, persons or property on the property.

14. Hirers hereby undertake to faithfully conform with the requirements of any Act of Parliament which may govern the erection of structures, displays and/or demonstration and/or sales of machinery or other products and also to conform with any regulations, by-laws or ordinances made under such Acts of Parliament or by any Government, Semi-Government or Local Government Authority duly authorised to make regulations, by-laws or ordinances in connection herewith including the Pure Foods Act.
15. RYOT shall have the right to inspect any structure and contents erected on the property by the hirer and if in the opinion of RYOT's nominated representative/s and after consulting the Fire Brigade Authorities, any part of such structures or contents forms a menace from a fire risk point of view or if any part of the said considered unstable, then upon written notification from RYOT to the hirer, employee or servant thereof, the risk shall be eliminated immediately by the hirer or his/her employee or servant.
16. Any refunds of monies due to cancellation by the hirer will be at the absolute discretion of the RYOT.
17. Hirers will be liable for all costs of repairs resulting from damage done to power outlet units, underground power cables, water mains, telephone cables, drainage systems.
18. The hirer may not cause or allow any nuisance disturbance or noise to be made in or to emanate from the land. A noise curfew time may be set by RYOT.
19. Under no circumstances shall the applicant advertise or promote the event proposed to be held in any way, shape or form as being held at "Quercus Rural Youth Park" until such time that he/she has been informed in writing that their application has been approved by RYOT.
20. Under no circumstances shall the title "Agfest" be used in either written or verbal form in any promotional or advertising material relating to the event for which the property is to be hired out for.
21. Smoking is not permitted on the grounds of Quercus Rural Youth Park.
22. Non Rural Youth members are not permitted to camp on site after functions or leave vehicles, without the express permission of RYOT.

The Rural Youth Organisation of Tasmania Inc. reserves the right to cancel this Contract and retain all monies in connection therewith and pursue all or any remedies available to it at law if there is any infringement of the foregoing conditions.