

## The Black Mountain Slipway | Conditions of hire

Hirers are to enter into an agreement with ACT Property Group. Hirers are to be bound by the following conditions and should read them carefully before signing the Agreement of Hire. The Agreement of Hire must be signed and provided to ACT Property Group. Providing false or misleading information or violation of any condition may result in financial penalty and/or prosecution.

ACT Property Group reserves the right to update or modify this Agreement at any time without prior notice.

### Permission to use

The Hirer should not use the building for any purpose other than that specified on the Agreement of Hire. It is the responsibility of the Hirer to see that their guests understand and adhere to these conditions.

ACT Property Group has total discretion to accept or decline any application regarding the The Slipway. The Hirer will not provide false or misleading information, or omit to provide information that will result in the application being false or misleading. Prosecution may occur if any information supplied is viewed to be misleading.

The Hirer shall require all persons in The Slipway and grounds to behave in an orderly manner and comply with this agreement. The Hirer will ensure that any person who fails to do so, leaves The Slipway and grounds.

Failure to meet any of the Conditions of Hire, either before or during a booking, will result in immediate cancellation of any booking.

Sub-letting whole or part of The Slipway is not permitted without prior approval from ACT Property Group.

No animals except 'service dogs' may be admitted to The Slipway without prior approval from ACT Property Group.

### Hire charges

Charges are current until 30 June and subject to change 1 July each year. Hire fees applicable are dictated by the usage date, not the booking date. The hire fees are inclusive of GST.

### Booking Confirmation

Bookings will be confirmed on receipt of completed booking agreement of hire. Registration confirming weight of vessel must be provided within 24hrs of vessel retrieval. Launching/Retrieving and cleaning fee must be paid in full to confirm booking. A final invoice will be raised within 48hrs of completion of hire for the period the vessel was in dry dock.

Fee	Item	Description
\$200.00	Launching/Retrieving	Small Vessels up to & including 12 Tonne (7.15am - 4.15pm Weekdays only)
\$300.00	Launching/Retrieving	Medium to Large Vessels 12.1 Tonne and above (7.15 am - 4.15pm Weekdays only)
\$100.00	Daily Hire Rate Small Vessel	Hire of the Slipway area, including Kitchen and Toilet
\$100.00	Daily Hire Rate Medium / Large Vessel	Hire of the Slipway area, including Kitchen and Toilet
\$150.00	Cleaning Fee after hire	One off charge per hire
\$100.00	Administration Fee	For bookings cancelled after confirmation and payment of bond.
At Cost	On Call Fee	Calls to the Response Centre for Tenant Responsible Works, for example: Power overload at fault of hirer.

Launching/Retrieving during Public Holidays and Weekends will incur additional charge. 24hrs notice is to be provided prior to launching/retrieving of vessel. Please note; the gate access to Black Mountain Peninsula is open 7am - 8pm and up to 10pm during daylight savings.

ACT Property Group reserves the right to cancel bookings at any time. In such cases all monies will be repaid and ACT Property Group will not be liable to compensate the Hirer or any other entity for any losses which may be suffered.

### Payment method

Payment can be made by credit card; electronic funds transfer (EFT) or cheque. Cheques are to be made payable to: ACT Property Group and funds must clear prior to hire date. Cash and EFTPOS facilities are not available. Payments may be sent to ATTN: Booking Officer, TheSlipway PO Box 777 FYSHWICK ACT 2609 or in person at 255 Canberra Avenue, FYSHWICK ACT 2609.

### Inspection and bookings

Inspection of the The Slipway is available by appointment. To arrange an appointment, please phone (02) 6213 0700 or email [blackmountainlipway@act.gov.au](mailto:blackmountainlipway@act.gov.au)

Tentative bookings will be held for 14 days from initial enquiry. ACT Property Group reserves the right to decline any application or booking. Persons wishing to hire the premises must be over 18 years of age. Proof of identity must be provided. The person completing the booking form is subject to these terms and conditions. The hire may not be assigned or transferred to any other person, persons or organisation without prior written permission of ACT Property Group. Hirers must ensure that Conditions of Hire and any specific arrangements or instructions are complied with at all times.

## Good Neighbour Policy

The Slipway requires all users of the venue to be aware of the neighbours and to ensure that they be treated with respect, especially in regard to noise levels.

## Protection

The floors, ceiling, walls or any other part of The Slipway of any fittings or furniture shall not be broken, pierced by nails or screws or in any such manner or in any other way damaged. No notice, sign, advertisement or fittings of any kind shall be erected in the venue, in the grounds (including the car park) or attached to or affixed to the walls, doors or any such portion of the building, fittings or furniture. No fixture, fitting or furnishing may be altered, moved or removed without the written consent of ACT Property Group.

## Instruction and access

ACT Property Group or an authorised representative (including the Australian Federal Police (AFP), ACT Fire Brigade or approved Security Company) shall be entitled to unrestricted access to any part of the building during the hire. Any instruction given by an authorised representative to any person admitted by the Hirer shall be obeyed.

## Good order

The Hirer shall be responsible for the full observance of these conditions and for the maintenance and preservation of good order in The Slipway and the immediate surrounds throughout the whole duration of the hire.

A cleaning charge may be incurred by the Hirer if the premises or immediate surrounds of The Slipway are left in an unclean, untidy or if ACT Property Group deems an unusable state. This cleaning charge may be higher if the cleaner is required to attend on short notice, on a weekend or after normal business hours.

The Hirer is required to leave The Slipway and grounds in the same condition and repair as at the commencement of the hire. If The Slipway and grounds are not left in the same condition or are damaged in any way whatsoever by the Hirer, guests or employees, the Hirer shall be liable to pay the cost of restoring The Slipway or grounds to its pre-hire condition provided that the damage is not caused by an Act of God.

## First aid

It is the responsibility of the hirer to ensure the provision of adequate first aid is available during the period of hire.

## Smoking

In accordance with ACT Government regulations, smoking is not permitted in or within 15 metres of The Slipway, hirers who breach this regulation will incur additional charges.

## Fire and Safety

1. Doors must be free of blockages and exit doors must not be locked.
2. Highly flammable materials are not permitted within the premises.
3. No naked flames, gas heaters, lamps, fires or use of fireworks is permitted either in The Slipway or its grounds or the surrounding public open space. Use of fireworks will result in immediate shut down of the event and forfeit of all bond monies and possible prosecution.

## Theft, damage and making good on damages

ACT Property Group shall not be liable for any loss or damage sustained by the Hirer or any person, firm or corporation entrusting to or supplying any article to the Hirer by reason of any such article being lost, damaged or stolen. The Hirer shall indemnify ACT Property Group against any claim by any such person, firm or corporation in respect of such article or thing.

In the event of damage occurring to any part of The Slipway property, furniture or equipment while it is being used, the Hirer agrees to pay ACT Property Group, the cost of making good the damage (inclusive of fire equipment) and agrees to accept the decision of ACT Property Group on the extent of any such damage and to whom ACT Property Group engages to conduct the repairs.

## Service faults

ACT Property Group accepts no liability to compensate the Hirer for any loss, which may be suffered through any failure in the appliances, lighting or other service in The Slipway without limiting the exclusion of liability. ACT Property Group will use its best endeavours to rectify any such failures as soon as possible after having been notified from the Hirer of the failure.

## Indemnity and insurance

The Hirer shall indemnify and keep indemnified the ACT Government, represented through ACT Property Group, its employees and agents against all actions, suits, claims and demands which may have been made by any person for damages for death, personal injury, damage or loss of property or financial loss arising out of or in connection with the use of the The Slipway including legal costs of any such actions, suits claims and demands, except to the extent that any death, personal injury, damage or loss of property or financial loss was caused by the negligent or unlawful act or default of the ACT Government.

The Hirer shall insure against all such liability as is mentioned in the previous paragraph, the sum of \$20,000,000.00 and shall provide evidence to the manager of the currency of such insurance before the commencement of the hire.

Information on insurance providers may be found at [www.insuranceadviser.net](http://www.insuranceadviser.net) We are unable to recommend one particular company.

### Australian Federal Police (AFP)

As a matter of course, ACT Property Group provides the Australian Federal Police (AFP) with information on hires of our facilities. Such information may include the name and contact details of hirer.

### Asset works

ACT Property Group may, at times be required to complete upgrades or maintenance work in The Slipway. These works are sometimes known in advance. Where possible, ACT Property Group will endeavour to provide adequate notice of any disruption to the Hirer. The Hirer agrees to the venue being taken on 'as is' basis on the event date.

### Collection and return of keys

The Bookings Officer will advise procedure on collection of keys.

- The keys are not transferable to any other person.
- Should the keys be lost, the Property Officer must be notified as soon as possible. A fee for changing the locks and duplication of keys will apply.
- For security reasons, any form of identification to The Slipway must not be kept with the keys.
- Failure to return the venue keys at the conclusion of the hire will incur a \$50 fee (Incl. GST).

### Emergency contact numbers

ACT Property Group 24/7 Response Centre (02) 6213 0700

Emergency Services (Fire, Police, Ambulance) 000

### Checklist on leaving the Slipway

- No cleaning equipment is supplied by the venue. Hirers are advised to bring their own equipment.
- Ensure that The Slipway is left in a clean and tidy condition.

## The Slipway| Agreement of Hire

Name:	
Organisation:	
ABN/ACN:	
Phone: (Business hours)	
Phone: (Mobile)	
Postal address:	
Physical address (if different to postal):	
Email Address:	

Date and time of Retrieval (between 7.15am - 4.15pm weekdays)	
Date of Launching (between 7.15am - 4.15pm weekdays)	
Hire date/s:	
Approximate weight of Vessel:	

### Public Liability Insurance

Please note that a copy of your insurance certificate is to be provided prior to your hire.

Public liability insurer:	
Policy number:	
Policy expiry date:	
Sum insured:	\$

I have read and acknowledge the Conditions of Hire for The Slipway and agree to meet the conditions therein.

Signature of Hirer:		Date:	
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