

## Terms and Conditions of Hire

1. By signing the declaration on this request form, you accept these conditions of use on your own behalf and on behalf of the listed Organisation and certify that you are duly authorised to act on behalf of, and bind, the Organisation. In the remainder of these Terms and Conditions, 'you' means both the person signing the declaration on this request form personally and the Organisation.
2. You are responsible for the defibrillator and all other equipment provided to you ('equipment') from the time it is released to you until it is returned to the City of Burnside. You must act with due care and skill at all times in connection with the equipment.
3. You must only use the equipment for the function and use specified in this request form and must ensure it is not used for any other purpose.
4. The equipment must not be used if it is damaged or if any parts are missing or if it would otherwise be unsafe in anyway.
5. If any of the equipment is lost, stolen, damaged or broken whilst on loan to you, you must notify the City of Burnside as soon as reasonably possible. The hirer is responsible for the cost of repairing or replacing the equipment.
6. You acknowledge that the equipment is provided free for community use and safety, and proper use and care will help ensure continued availability of the equipment for future community use.
7. You indemnify the City of Burnside in relation to any costs, damages, claims or losses suffered or incurred as a result of your use of the equipment or you breaching these Terms and Conditions.
8. You must arrange and be responsible for public liability insurance covering your use of the equipment and must provide proof of the insurance to us as part of your hire request form.
9. To the maximum extent possible, the City of Burnside will not be liable or responsible for any injury to or loss or damage suffered by you or any other person, or damage to any property, in connection with the use of any equipment, however occurring. To the extent that any such liability of the City of Burnside cannot be so limited, you agree that their liability shall be limited to the cost of providing replacement equipment on the same conditions as these Terms and Conditions.
10. The City of Burnside has the right to refuse any request to borrow equipment and is not required to provide reasons.