

TERMS AND CONDITIONS OF BOOKING AND USE

The Renter's booking and uses of the Room and Equipment ("the Facilities") are on the following terms and conditions:

1. The Renter certifies that the person who makes the booking is the authorized representative of the Renter and has full authority to commit the Renter in respect of any other matter regarding the booking, the use of the Facilities.
2. S.U.C.C.E.S.S. grants to the Renter the non-assignable right to use the Facilities solely for the purposes and on the dates and times stated in the application form. The time period for use of the Facilities must include the time required to prepare the Facilities for use and to clean up the Facilities after use. Unless otherwise agreed, the room MUST be vacated by 10:00pm.
3. The Renter agrees that:
 - (i) By rescheduling its intended use of the Facilities on more than three days' notice, a \$20 rescheduling fee for each rescheduled booking will apply; or
 - (ii) By rescheduling its intended use of the Facilities on less than three days' notice, the cancellation fee as identified below in Section 4, will apply.
4. The Renter agrees that:
 - (i) By cancelling its intended use of the Facilities on less than three days' notice, no fee will be refunded; or
 - (ii) By cancelling its intended use of the Facilities on more than three days' notice, S.U.C.C.E.S.S. will charge \$50 or 50% of the total fee payable, whichever is the higher, as cancellation fee.
5. The Renter is solely responsible for the preparation, and set-up of the Facilities for use. The Renter shall not cause or permit the Facilities to be defaced or damaged in any way. The Renter shall be responsible for any and all damage caused by its use of the Facilities and shall return the Facilities to S.U.C.C.E.S.S. in the same condition as when their use began. The Renter shall pay to S.U.C.C.E.S.S., on receipt of an invoice; the reasonable cost of any and all repairs required to be made to the Facilities as a result of their use by the Renter or any of its employees, representatives, invitees, attendees or guests.
6. In using the Facilities, the Renter will comply with all applicable federal, provincial and municipal laws, by-laws, policies and regulations including S.U.C.C.E.S.S. Rules of Conduct and Rules and Regulations for the Use of S.U.C.C.E.S.S. Facilities, copies of which are available upon request. The Renter will ensure that all those in attendance on S.U.C.C.E.S.S. premises during the period of the Renter's use will comply with such laws, policies, regulations and rules.
7. Any property of any kind brought on S.U.C.C.E.S.S. premises by the Renter, its employees, representatives, invitees, attendees and guests, is at the sole risk of the Renter and shall be promptly removed from the premises after use. If the Renter fails to remove such property at the end of the period of use, S.U.C.C.E.S.S. may remove the property of any kind and dispose of it at the Renter's expense. S.U.C.C.E.S.S. shall not be liable for damages or loss as a result of any removal or disposal of any property in accordance with this section.
8. The Renter assumes full responsibility for the acts and conduct of all persons admitted to S.U.C.C.E.S.S. premises during the Renter's use. S.U.C.C.E.S.S. retains the right to interrupt or terminate the use of its premises or to eject any person if designated by S.U.C.C.E.S.S. managerial staff members, in their sole discretion, consider it to be necessary in the interests of public order or safety. The Renter waives any damages or compensation should its use of the premises be so interrupted or terminated.

9. The Renter agrees that:
- (i) S.U.C.C.E.S.S. staff may have access to the premises at all times and may attend any meeting, course or event being conducted by the Renter on its premises;
 - (ii) No games of chance, including bingo and lotteries, may be conducted on S.U.C.C.E.S.S. premises;
 - (iii) No unauthorized charitable fundraising is permitted on S.U.C.C.E.S.S. premises;
 - (iv) No goods may be sold on the premises unless authorised by S.U.C.C.E.S.S.;
 - (v) Preparation and distribution of all flyers or marketing materials respecting any event to be held on the premises are the sole responsibility of the Renter, but all such materials must be approved by S.U.C.C.E.S.S. prior to their distribution or circulation;
 - (vi) No alcohol may be sold on the premises;
 - (vii) No smoking is allowed on the premises or in any part of the building;
 - (viii) No open flames (e.g. candles, oil lamps, etc.) are permitted on the premises or in any part of the building.
10. The Renter shall be in default of these Terms and Conditions if it fails to pay any amounts due on their due date, if it breaches any of the Terms and Conditions, or if it poses a risk to the health and safety of the public or S.U.C.C.E.S.S. staff. If the Renter is in default, S.U.C.C.E.S.S. may, in its sole discretion, terminate the use or intended use of the Facilities without refunding any of the fee paid.
11. In addition to the right to terminate the Renter's use of the Facilities identified elsewhere in these Terms and Conditions, S.U.C.C.E.S.S. may, in its sole discretion, terminate the Renter's right to use the Facilities if:
- (i) It becomes aware of a use that is contrary to law;
 - (ii) The Renter has misrepresented anything in its contract;
 - (iii) There is a likelihood of harm to any person or property;
 - (iv) The Renter has previously misused the Facilities or other S.U.C.C.E.S.S. facilities or materials or has failed to pay any fees of any sort owing to S.U.C.C.E.S.S.; and
 - (v) The Renter has failed to make a full payment for use of the Facilities by the time of confirmation of booking of such use, identified in the contract.
12. If the ability of S.U.C.C.E.S.S. to provide the Facilities for the Renter's use is rendered impossible due to matters beyond its reasonable control including, but not limited to, damage to the Facilities and labour disruption, then this contract shall be terminated and the Renter shall be entitled to a refund of the fees it has paid to S.U.C.C.E.S.S. The Renter waives any claims for damages or compensation on account of such termination other than the refund of fees referred to above.
13. The Renter will ensure that the occupancy of the Room will not exceed the maximum permitted occupancy.
14. The Renter will ensure that during the use of the Facilities, no aisles or exits are obstructed.