

Terms & Conditions of Hire

Sports Hall

PREAMBLE The under listed Conditions apply to the use of the Willoughby Lesiure Centre by the Hirer specified in the agreement/application. These Conditions form part of the Hirer Agreement and will apply in all cases except where specifically amended by Council. Disputes over interpretation will be referred to the Willoughby Leisure Manager whose decision will be final.

DEFINITIONS of terms used in this document:

Agreement: A specific agreement between Council and the Hirer for the use of a Council Facility of which Agreement this document forms a part. The Agreement may be written or verbal.

Council: Willoughby City Council

WLC: Willoughby Leisure Centre

Damage: Includes loss or disappearance of goods.

Hirer: The person, group or organisation authorised by Council to use the Facility under the terms of an Agreement.

Regular Hirer: A Regular Hirer is classified as a Hirer who books at least 10 consecutive sessions, or otherwise as determined by management. Sessions must be booked together and not individually.

Facility: The Council Facility subject of an Agreement with the Hirer. Such Facility may be open or enclosed and includes any space, which Council determines to constitute a Facility available for use by others.

CONDITIONS

The Council of the City of Willoughby has authorised the Hirer to use the Willoughby Leisure Centre for an agreed purpose, that authority is contingent on the following Conditions:

1. ALL WILLOUGHBY LEISURE CENTRE BOOKINGS

- 1.1 The WLC reserves the right to determine immediately upon any initial enquiry for hire of the area as to whether the proposed booking is suitable, given the nature of the area in questions
- 1.2 The Hirer acknowledges that groups must adhere to the rules and conditions of entry of the WLC and those specific to the area being hired as well as comply in every respect with all relevant regulations including the Health Act, Royal Life Saving Society Guidelines for Safe Pool Operation, NSW building regulations with regard to Public Buildings, for the safety of all persons within the facility hired.
- 1.3 This license is personal to the licensee and subletting of the premises, or any section, or part thereof, is absolutely prohibited and will not be recognised under any circumstances. The Hirer shall not sell, dispose of or supply anything in the WLC without prior written approval from the WLC Manager. Glass is not permitted in the WLC.
- 1.4 The Hirer must be responsible for enquiries/acceptance associated with the booking as well as payments or confirmation to attend.
- 1.5 The Hirer may be asked to provide relevant qualifications, certifications and any other documentation that WLC management deems to be applicable in relation to the booking activity type, prior to confirmation of the booking.
- 1.6 The WLC undertakes to provide, at the commencement of this Hirer agreement, a venue which is safe and fit for its intended use. The management of the WLC reserves the right to impose any condition it considers reasonable or necessary to achieve the safe and proper use of the WLC property and its immediate surrounds.
- 1.7 During any booking where the management representative on site reasonably determines further action is required to ensure the safe and proper use of the property, the Hirer shall comply with any such direction. A WLC staff member will be present at each booking to ensure the safety of the property and its contents, and to provide access to the booked area.
- 1.8 The Hirer undertakes, during the term of this agreement, to inspect all booked areas and equipment immediately prior to their use to ensure such areas remain safe and fit for the proposed purpose.
- 1.9 For reasons of safety no additional chairs, tables or similar items of equipment are permitted on the Sports Hall Courts or Pool Deck areas. Spectators and items such as seating and equipment must be situated in the designated areas as outlined by the booking officer.
- 1.10 Any hazards or unsafe conditions must be reported to the Duty Manager immediately following their discovery.
- 1.11 Emergency doors are to remain closed at all times. The door shall not be propped open at any time or not used as a point of entry or exit except in the case of emergency, unless otherwise approved. A penalty of up to \$100 will be applied for unauthorised use.

3. SPORTS HALL BOOKINGS

- 3.1 WLC is responsible for the set up/pack up of all equipment relating to the booking, unless otherwise agreed. This will be included in hire time however when possible previous set up will be organized.
- 3.2 The Hirer shall ensure that any electrical items used in the Sports Hall have been tested & tagged by a licensed electrician in accordance with any statutory requirements.
- 3.3 Emergency doors are to remain closed at all times. The door shall not be propped open at any time or not used as a point of entry or exit except in the case of emergency.
- 3.4 Appropriate clothing, especially footwear, must be worn at all times. Non-marking sports shoes must be worn inside the Sports Hall. Failure to comply will result in access being denied to the area.

4. AQUATIC AREA BOOKINGS

- 4.1 Only the WLC staffs are permitted to conduct personal training, learn to swim and private swimming lessons.
- 4.2 Appropriate swimwear is to be worn at all times. Failure to comply will result in access being denied to the area.
- 4.3 The Hirer is responsible for water safety supervision during their booking. The Hirer will ensure participants in the water are constantly monitored by the Hirer or their representative. The Hirer must comply with the appropriate supervisor ratios as outlined in Royal Life Saving Society Guidelines for Safe Pool Operation. Failure to have appropriate supervision may result in access to the booking or program being denied.
- 4.4 The Hirer must provide adequate supervision and support to any non-swimmer in their group in or around water. Keep Watch Water policy can be found at www.royallifesaving.com.au
- 4.5 An additional lifeguard may be deemed necessary, dependent upon the numbers of participants of the booking and or the booking activity type. The Hirer will be responsible for these additional fees and charges. A minimum of 2 lifeguards will be present during any Hirer booking.

5. INTERNAL AQUATIC PROGRAM BOOKINGS

- 5.1 School groups – in the event of an unstructured activity, schools must provide documentation/proof of meeting all relevant actions as outlined in the Water Safety Guidelines for Unstructured Aquatic Activity. This can be found by visiting the following website: http://www.sports.det.nsw.edu.au/spguide/aquatic_activity/index.php
- 5.2 Final participation numbers must be confirmed 21 days prior to commencement of the booking. Should any details in relation to your booking change, please notify us as soon as possible. The booking will be invoiced based on the final participation numbers or the participation numbers during the booking, if higher than confirmed numbers.
- 5.3 School Groups – all children participating in the program must complete a Parent Assessment form with a minimum of 21 days prior to program commencement. Swimming ability must be assessed and determined prior to the commencement of the activity. Non-proficient swimmers must be easily identifiable during the activity.
- 5.4 School Teachers/supervisors accompanying the group must actively supervise program participants at all times and assist WLC staff in accordance to conditions 3.2 & 3.3 of this Hirer agreement.

6. ACCESS & EGRESS

- 6.1 Access to WLC is only permitted from the start of the Hirer's booking time. Access to the facility prior to or after the booking time is not permitted. Participants accessing the facility outside of the booking time will need to pay for a casual entry at the Customer Service desk. Upon termination of each use, the Organisation will leave the premises, building and facilities in a clean and tidy condition.
- 6.2 Hirers may use only the areas of the facility that have been booked for their use. The Hirer is responsible for ensuring that their participants respect the rights and amenity of other users of the facility.
- 6.3 The facility is located in residential areas, all groups leaving the facility must use all reasonable endeavors to keep noise levels to a minimum and cause minimal disturbance to those residents. Hirers must ensure all patrons leave the facility and car park in a quick and quiet fashion.
- 6.4 Car parking- Hirers do not have authority to use parking areas designated for disabled or staff parking.
- 6.5 The Organisation will keep clear and free from obstruction, all walkways, thoroughfares, doors & exits at all times and will not in any way interfere with or permit interference with any emergency doors, fire exit stair, firefighting appliance, safety sign, emergency lighting or any other safety measure installed in or on the premises.

7. SUPERVISION

- 7.1 Supervisor ratios must meet safety standards. At any point the WLC reserves the right to request more supervisors be present for a booking
- 7.2 The Hirer must have a designated individual overseeing the group at all times. This individual must understand the WLC evacuation procedure and is competent to complete this for the group they are supervising. In the event of an emergency the WLC staff will provide direction and assistance.
- 7.3 The Hirer shall be responsible for crowd control, the behaviour of patrons inside and around the WLC and responsible for the control of noise volume. Failure to behave in an appropriate manner, as determined by WLC staff and or management will result in the individual or the group being asked to leave the premises. This may be escalated to the individual or group

being banned from the WLC, at WLC management's discretion.

8. FEES/CANCELLATIONS

- 8.1 Charges are set by WLC, as managed through Willoughby City Council. Prices are subject to annual increases, therefore fees and charges applied to a booking will be those current at the time the usage occurs and therefore may vary from those previously quoted.
- 8.2 The WLC reserves the right to alter or cancel bookings at short notice due to late bookings for internal events or any other unforeseen circumstances. Should this occur every effort will be made to accommodate your booking at an agreed time.
- 8.3 Cancellations of whole bookings are permitted with a minimum of 90 days written notice. Credits/Refunds will be determined at Management's discretion.
- 8.4 Cancellations and or transfers of individual booking dates may be granted at the Mangers discretion and with a minimum of 72hours notice in writing. Outside of this time the booking is forfeited and monies are not refundable/ creditable.
- 8.5 Payment is required upfront and at the time of booking for all casual hire requests. **Regular Hirers must make full payment by the booking commencement date.** If payment terms are not met additional charges may apply.
- 8.6 Fees and charges include hire of most equipment, dependent upon the purpose of the booking. The Hirer is responsible for the return of the equipment and ensuring its condition remains as was prior to use. Any damage beyond reasonable wear and tear, as determined by management, will be charged to the Hirer.
- 8.7 WLC may terminate this agreement immediately by notice in writing if the Hirer fails to comply with any part of this agreement. Regular Hirers may terminate this agreement by providing WLC in writing three (3) months' notice prior to the date they wish to cease the booking

9. INSURANCE

9.1 The Organisation/Hirer shall indemnify Council against:

- i. Loss or Damage to Council Property that has resulted directly from the use or negligence of the Hirer
- ii. Claims made by any person against the Council for injury, death, loss or damage to property that are directly related to the negligence of the Hirer. This indemnity does not extend to the Council if it can be deemed that the injury/death/loss or damage to property can be attributed to any negligent act done by the Council. Where this agreement covers Crown Land, the Organisation shall indemnify the Minister administering the Crown Lands Act, 1989 in like manner to the above.
- iii. (In the case of sporting groups) The Hirer/User will provide proof/evidence of adequate and current sport insurance providing cover to club members or participants, and only registered members of the club (who are afforded cover under the sports insurance) will participate in the events.

9.2 Neither the Council, nor any of its officers or servants, shall be liable for any loss or damage sustained by the licensee, or any person, firm or corporation supplying any article or thing to the licensee by reason, or any such article or thing being lost, damaged or stolen. Property not belonging to Council may not be left at the Facility outside of the term of the Agreement other than by express agreement with the responsible Council Officer. In those cases, the goods are at the Owner's risk and Council shall have no responsibility for their safety.

9.3 The Hirer shall take out Public and Products Liability policy of insurance with an Insurer licensed to write liability insurance business in Australia which policy shall:

- i. Name the Organisation as Insured under the policy,
- ii. Include in the coverage the liability of the Organisation as Hirer of Council premises
- iii. Be maintained in force for the duration of the license agreement
- iv. Have a Limit of Indemnity of not less than TWENTY MILLION DOLLARS for any one occurrence with an automatic reinstatement clause.

9.4 The Hirer shall, prior to commencement of the Agreement, and on demand throughout the duration of the Agreement, supply to Council a Certificate of Currency in respect of the policy.

9.5 All Internal Program Bookings managed and conducted by the WLC staff is covered under the Public Liability insurance policy of the WLC.

10. FIRST AID

10.1 First Aid is the responsibility of the Hirer. WLC Staff may assist when called upon however appropriate documentation must be completed. Duty of care remains with the Hirer. In the event of an emergency the WLC staff will provide direction and assistance.

10.2 The Hirer is required to inform the WLC of any medical conditions of participants prior to confirming their booking. The responsible person on the day of hire must notify the Duty Manager of any medical conditions or participants prior to commencing their scheduled hire.

10.3 The Hirer will supply their own first aid kits. WLC may provide equipment and or assistance in event of an injury, as determined by the Duty Manager or Senior staff member.

11. FOOD & DRINK

11.1 The Hirer must ensure that during the period of hire no food or drink (except water) is permitted in the area hired at any time, unless otherwise specified in writing from WLC Management. Alcohol is strictly prohibited whilst on WLC premises.

12. SMOKING

12.1 All enclosed Council Facilities are strictly non-smoking venues and the Hirer shall undertake responsibility to enforce prohibition.

The Approval Holder acknowledges that the Land is subject to Council's Smoke Free Environment Policy ("the Policy") and that smoking is not permitted on the Land. The Approval Holder shall do all things necessary to comply at all times with the Policy including but not limited to not allowing its employees, agents and/or invitees (including its customers) to smoke on the Land and to displaying signage on the Land as required by the Policy. The Approval Holder may obtain a copy of the Policy from Council's website, from Council's chambers or by request to a Council Property Officer".

13. MEDIA & PUBLICITY

13.1 Use of the WLC logo or any graphic representation thereof, in any format, in conjunction with this Venue Hire Agreement is strictly prohibited without the prior written consent of the WLC. All advertising or promotion of the booking must be discussed and approved by the Facility Manager.

13.2 The use of sticky tape, pins, blu tac, tacks, nails or other adhering material on the WLC walls and fittings is not allowed. Any decorating materials being considered by the organisation must be approved by the WLC prior to confirmation of the booking.

13.3 No photography of children will be permitted in the WLC, due to Child Protection Legislation Act.