

Terms and Conditions for use of Council aquatic centres

Council means Maitland City Council, ABN 11 596 310 805, 263 High Street Maitland NSW 2320

Hirer means the person/organisation named in the Hire Application Form

Venue means the Council Aquatic Centre facility specified on the Hire Application Form, and includes the grounds surrounding the facility

Council and the Hirer have agreed that the Venue will be hired by the Hirer on the following terms and conditions:

1. Booking

- All applications for hire are to be made by completing and submitting to Council a Hire Application Form.
- Council may, at its discretion, decline any application for hire.
- Regular bookings may be made over a maximum period of three (3) months. If a major event will be held during the regular booking period (eg Local, Regional or State carnival), the Venue must be booked separately to the regular booking by completing a new Hire Application Form.
- Bookings are not confirmed until the Hirer has supplied all relevant documentation to Council, and Council has issued a booking confirmation letter to the Hirer.

2. Fees and charges

- The Hirer must pay the booking invoice within 30 days of the date of the invoice.
- Hire charges will be in accordance with Council's current schedule of fees and charges (available on Council's website).
- For school carnival bookings:
 - a. start and finish times and number of lanes required must be advised, or the Hirer will be charged the maximum booking fee (based on 5 hours' hire of all lanes),
 - b. in addition to the School Carnival booking fee, each student must pay the participant fee (as specified in Council's current schedule of fees and charges, available on Council's website).

3. Cancellation fee

- The Hirer must give Council no less than 48 hours' notice of cancellation of the hire. Cancellation with less than 48 hours' notice will incur a cancellation fee as specified on Council's website.

4. Cleaning/damage fee

- The Hirer is responsible for any damage caused to the Venue, Venue surrounds, and Venue equipment, furniture or fittings. Any such damage must be reported to Council (via the Venue) by

the Hirer as soon as possible. Any damage arising from the hire will incur a Cleaning/ Damage Fee, as specified in Council's current schedule of fees and charges (available on Council's website).

- The Hirer must ensure the Venue is left in a clean and tidy state after use. Failure to leave the Venue in a satisfactory state will incur a Cleaning/Damage Fee, as specified in Council's current schedule of fees and charges (available on Council's website).
- If the Cleaning/Damage Fee is insufficient to meet any costs incurred by Council as a result of the hire of the Venue, the Hirer will be responsible for the balance of those costs.

5. General conditions of use

- The Hirer accepts full responsibility for:
 - a. any loss or damage to the Venue, Venue surrounds or any Venue equipment/fittings/furniture during the hire of the Venue,
 - b. any loss or damage to equipment or property brought into the Venue (whether by the Hirer or attendees) during the hire of the Venue,
 - c. the behaviour of all attendees, including any damage or injuries sustained as a result of wilful misconduct by the Hirer or attendees.
 - Where the Hirer provides services to children, the Hirer will comply with NSW Child Protection legislation and will, on request, provide Council with a copy of relevant documentation.
 - All hirers must cooperate by remaining in the allocated lane.

6. Prohibited use of the venue

- The Hirer must not sub-let the Venue.
- The Hirer must use only one (1) electrical appliance in each power point (appliances are not to be piggy backed into each other eg. by the use of a double adaptor or power board).
- The Hirer must not use or bring into the Venue any glass containers or glass bottles. · Alcohol is prohibited at the Venue.
- Smoking is prohibited:
 - a. inside the Venue,
 - b. within 10 metres of any children's playground equipment,
 - c. within 4 metres of any pedestrian entrance to or exit from the Venue.
- The Hirer must not undertake any upgrade, replacement or maintenance of Council property without Council's prior approval.
- The Hirer must not erect any signage (including advertising and temporary signs) without Council's prior approval.
- It is the Hirer's responsibility to ensure that attendees do not use the Venue in any manner prohibited above.

7. Safety

- The Hirer is responsible for the supervision and safety of attendees at the Venue at all times.
- The Hirer's Primary Contact must complete the site-specific induction checklist with the Venue staff prior to the event.
- The Hirer must ensure that the number of attendees at the Venue does not exceed the Venue capacity.
- The Hirer must familiarise themselves with the following information (available on Council's website):
 - a. Venue Conditions of Entry, also available at the entrance of the Venue,
 - b. Venue evacuation diagram,
 - c. NSW Department of Education's Supervision Guide for swimming pools,
 - d. NSW Department of Education's Aquatic Guidelines for Safe Water Entry for Competitions – Competitive Dive Starts,
 - e. Maitland City Council's Safety Management Plan of Public Change Room Access,
 - f. For inflatable hire: Inflatable Policy and Rules of Play,
 - g. For School Carnival Splash Pad hire: Splashpad Rules.
- **It is the responsibility of the Hirer to ensure attendees at the Venue are aware of and (where applicable) comply with the above information.**

7A. Privacy

- For privacy reasons and in accordance with child safety standards, all centre patrons agree:
 - a. Not to take photos or videos of other patrons,
 - b. Not to use photography or video devices in changerooms,
 - c. If requested, to permit staff to view photos or video taken in the centre and to delete any items that raise privacy concerns.

8. Food conditions

- If the Hirer wishes to supply or provide food other than via the Venue kiosk, the Hirer must obtain Council's pre-approval.
- The Hirer must follow Food Safety Standards if food is to be prepared or supplied at the Venue. Refer to www.foodstandards.gov.au for details of the Food Standards Code's Food Safety Practices and General Requirements.
- Any loss of perishables will be the sole responsibility of the Hirer. Council will not be responsible for the loss of any perishables for any reason.

9. Noise

- The Hirer is responsible for ensuring that noise is kept at acceptable levels and for complying with the noise requirements of the Protection of the Environment Operations Act 1997 (NSW).

10. Closure/cancellation

- At any time and at Council's absolute discretion, Council may determine that the Venue is unusable (eg due to inclement weather or safety concerns) and declare all or part of the Venue closed. The Hirer and any attendees must immediately vacate the Venue if it is declared closed.
- Council reserves the right to cancel any Venue hire if Council:
 - a. considers, at its absolute discretion, that the Venue's Aquatic Centre facility may be unduly damaged by use, or
 - b. requires the Venue for a special event or purpose.
- In such cases, Council will assist the Hirer in finding a suitable alternative venue.

11. Insurance

- All Hirers must hold and keep current Public Liability Insurance (minimum \$20 million) which indemnifies Council from and against all claims arising from the hire.
- The Hirer must promptly report all incidents to the Pool Duty Manager at the Venue.
- Any loss of or damage to personal property (including money, jewellery, credit cards), property on hire or loan or any contents stored at the Venue will be the sole responsibility of the Hirer. Council will not be responsible for any such loss or damage for any reason.

12. Breach of conditions

- Any breach of these Conditions of Hire entitles Council to cancel the Hirer's booking and, if applicable, require the Hirer to immediately vacate the Venue.

13. Indemnity

- The Hirer agrees to indemnify Council from liability for any loss, damage or injury arising from the Hirer's occupancy of the Venue.