

TERMS AND CONDITIONS OF HIRE

DEFINITIONS

In these terms and conditions:

City means the City of Kwinana;

Casual Bookings means any bookings for the hire of a City facility not exceeding 11 times per calendar year by the same hirer; and

Regular Bookings means any bookings for the hire of a City Facility that exceed 11 times per calendar year by the same hirer.

Booking Applications

1. Casual Booking applications to hire a facility can be made by telephone or by using the Kwinana Recquatic Booking Request Form a minimum of 7 days prior to the commencement of the booking. If the Casual Booking is deemed to be ongoing, the application to hire a facility must be made using the Kwinana Recquatic Booking Request Form a minimum of 4 weeks prior to the commencement of the booking.
2. Regular Bookings applications to hire a facility must be made using the Kwinana Recquatic Booking Request Form a minimum of 4 weeks prior to the commencement of the booking.
3. All hire bookings and fees are tentative until confirmed by the City.
4. The City reserves the right to accept or refuse hire bookings for any reason.
5. Applicants must be 18 years or over. Proof of age may be requested on application.
6. Applications made on behalf of an organisation are to include details of the organisation, including a nominated contact person.
7. Applications for Regular Bookings may be made for a maximum period of 12 months in advance. Permanent Bookings are not permitted.

Facility Hire

8. The hired facilities and/or equipment are to be used solely for the purposes approved by the City.
9. Bookings do not grant sole use of any outdoor space or shared use areas (including carpark and foyers).
10. Hirers are not permitted to transfer their booking to another party without the City's prior consent.

Hours Of Hire

11. The hirer is permitted use of approved facilities and/or equipment for the hire times and dates approved by the City only.
12. The minimum booking period is 1 hour.
13. Any set up, pack away or cleaning of the hired facility is required to occur within the approved booking times.
14. In the event that the hirer exceeds the approved booking period, additional hire fees shall be payable by the hirer (in 15 minute increments).
15. The City reserves the right to charge additional fees for any booking commencing or concluding outside of the Kwinana Recquatic Centre's normal operating hours.

Hire Fee And Bond Payment

16. Hire fees are set in accordance with the City's Schedule of Fees and Charges and may be amended without notice.
17. Fees for Casual Bookings are to be paid upon the City approving the booking.

18. Fees for Casual Bookings deemed to be ongoing are to be paid 2 weeks in advance of each hire.
19. At the City's discretion, the City may elect to issue a monthly invoice for Casual Bookings deemed to be ongoing, in which case such invoice is to be paid within 30 days of issuing.
20. Regular Bookings will be issued a monthly invoice which is to be paid within 30 days of issuing. Regular Bookings may also elect for bookings to be paid 2 weeks in advance.
21. The City may cancel a hirer's bookings in the event of non-payment of any fee required to be paid.

Bond

22. At the discretion of the City, a hirer may be required to pay a bond as security for any damage to a facility and/or the costs and expenses incurred by the City as a result of breach of conditions by the hirer or any person authorised by the hirer.
23. The amount of any bond payable shall be set in accordance with the City's Schedule of Fees and Charges.
24. Where applicable, bonds are required to be paid no less than 7 days prior to the commencement of hire.
25. Any bond paid to the City is to be refunded to the hirer within 30 days of the conclusion of completion of hire.
26. The following may be deducted from the bond (at the absolute discretion of the City):
 - a) additional hire fees resulting from the hirer exceeding the approved hire times; or
 - b) to undertake repairs or cleaning of the facility, equipment or surroundings as a result of the booking.

Cancellations

27. Bookings may be cancelled by the hirer by giving notice to the city in writing.
28. Cancellations by the hirer within 2 days of the booking date will result in 100% of the hire fee being forfeited unless (at the City's sole discretion) exceptional circumstances can be demonstrated.
29. The City reserves the right to:
 - a) cancel a booking; or
 - b) close or remove access to a facility (or part thereof),
30. at any time to facilitate urgent maintenance or if required in the public interest.
31. If the City is required to cancel a hire, or part of a hire for any reason, a refund or alternative venue will be offered. The City will otherwise not be liable for any losses (direct or indirect) resulting from such cancellation.

Priority Of Use

32. In the event of competing demand for the hire of a facility, the City reserves the right to relocate or reschedule a booking in accordance with the following order of priority:

Priority 1 - Kwinana Recquatic or City of Kwinana managed activities, programs, games, practices, sports and tournaments.

Priority 2 - Kwinana Recquatic partner activities or co-sponsored activities, programs, games and functions.

Priority 3 - All organisations that have been through an expression of interest process and recognised with an official annual allocation at Kwinana Recquatic by Council for providing relevant programs or services that do not conflict with Priority 1 programs and services.

Priority 4 - All schools located within the City of Kwinana boundaries.

Priority 5 - Other City of Kwinana supported or government agency supported activities, programs and meetings.

No Alcohol, Smoking Or Vaping

33. Alcohol is not permitted to be consumed or stored within the Kwinana Recquatic Centre.

34. Smoking or vaping is not permitted within any City premises or within ten metres of all entry point.

35. Any person found to be smoking or consuming alcohol in breach of these conditions will be requested to leave and shall forfeit any hire fees paid.

Safety

36. The hirer is responsible for the safety and behaviour of their invitees, attendees or members, and shall ensure that no such person behaves in a disorderly manner or causes a nuisance during the hire period.

37. Where specified, the hirer shall not exceed the maximum number of persons permitted within an area of a City facility at any time.

38. Electrical cords, fittings, switches and other electrical appliances must comply with the appropriate Australian Standards, display a current electrical test tag and be approved by the City.

39. The following are not permitted in City facilities: barbecues, candles, gas bottles, open flames, portable stoves or ovens, fireworks, kerosene or spirit type lamps, spit roasters or similar.

40. No fire of any type may be lit within or on the surrounding grounds of any City facility.

41. No confetti, balloon releases, bubble makers, smoke machines, rice, glitter or glitter shapes are permitted within City facilities or their surrounds.

42. The hirer is responsible for obtaining any permits which may be required by them.

Insurance

43. If the hirer does not hold public liability insurance, they must inform the City prior to the commencement of the hire.

44. A non-profit community group who hires 12 times or less per year may be covered under the City's public liability insurance. This excludes incorporated bodies, sporting clubs/associations and commercial groups or commercial type bookings, who must have public liability insurance cover with a limit of not less than \$10,000,000 for any one claim.

45. Non-profit community groups hiring more than 12 times per year must have public liability insurance cover with a limit of not less than \$5,000,000 for any one claim.

46. Certificates of Currency must be provided upon request, prior to commencement of the hire.

Liability And Indemnity

47. The hirer agrees to indemnify the City, its servants and agents, from and against all claims, demands, writs, summonses, actions, suits, proceedings, judgments, orders, decrees, damages, costs, losses and expenses of any nature whatsoever which the City or their servants and agents may suffer or incur in respect of:

- a) the death of, or injury suffered by, any person; or
- b) injury or damage to any kind of property or thing, caused by, contributed to, or arising out of or in connection with, whether directly or indirectly;
- c) the use of the facility by the hirer, its invitees, attendees or members, including any associated activities;
- d) any default by the hirer in the performance of these conditions; or
- e) any act, neglect, default or omission by the hirer, its invitees, attendees or members,
- f) except to the extent that the damage, loss, injury or death is caused by a negligent act or omission of the City.

48. In the event of a breakdown in services, utilities, equipment etc. no responsibility will be accepted by the City for the breakdown in service, utilities and equipment but every care and precaution will be taken in this regard.

Cleaning

49. The hirer to leave the hired facility and/or equipment in a clean and tidy manner, including:

- a) all food scraps, rubbish, decorations and equipment are to be removed and any marks, damage or additional cleaning may result in being deducted from your bond;
- b) all rubbish must be removed from the facility at the completion of the hire period and placed in bins provided;
- c) the hirer must take any rubbish with them that will not fit in provided bins.

50. Any cleaning required of the hired facility or equipment is required to occur within the approved booking times.

51. The City shall provide basic cleaning equipment where possible, excluding vacuum cleaners. The hirer is responsible for providing any additional cleaning equipment or products required (please note that vacuum cleaners are not provided).

Furniture And Equipment

52. The setting up, stacking and storage of tables, chairs and other equipment is the responsibility of the hirer.

53. Chairs and tables must be returned to the allocated storage area at the end of the hire period.

54. Furniture and equipment remain the property of the City and may not be removed from the facility at any time.

55. Any additional furniture and equipment required is the responsibility of the hirer.

Signs And Structures

56. Blue or yellow tack, cello tape, signs, fittings or structures of any sort must not be erected without prior approval of the City.

Damage

57. Any damage to City facilities or equipment is to be reported as soon as possible after its occurrence.
58. The hirer must immediately inform the City of any damage to a City facility or equipment discovered prior to the commencement of the hire period, failing which the hirer shall be liable for such damage.
59. Damage may be reported as follows:
 - a) **Non-urgent matters:**
By emailing recquatic@kwinana.wa.gov.au
 - b) **Non urgent matters:**
Outside of normal business hours telephone Kwinana Rangers on 9439 0400; or
During business hours (Monday to Friday) telephone Kwinana Recquatic on 9236 4700.
60. The hirer shall be liable for any breakages, theft, loss or damage to the City's facility and/or equipment resulting of the hire by the hirer. This includes, but is not limited to, damage to parking bollards, piping, trees, shrubs, fences, grass, signs and lighting.

High Risk Bookings

61. The City may deem a hire booking to be a high risk booking and may require that additional conditions apply to the hire, including provide proof of security arrangements to the City's satisfaction.
62. The City reserves the right to require hirers to undertake and provide a copy of a risk assessment prior to the commencement of any booking.

Storage

63. All property of the hirer must be removed prior to the end of scheduled booking time unless prior written approval of the City has been obtained.
64. Any property of the hirer remaining after the conclusion of the hire may be disposed of by the City.
65. Where written approval has been granted for the storing of property, the hirer will be allocated a designated storage room (or part thereof).
66. The City shall not be liable for any loss or damage to property of the hirer stored in a City facility.

Supervision Of Minors

67. Hirers shall ensure persons under the age of 16 are supervised by an adult.
68. The hirer shall ensure children under the age of 5 years remain within arm's reach of an adult at all times within the pool and surrounding areas.
69. Where the hire involves a pool or adjacent area, the hirer shall be responsible for ensuring the following ration of lifeguards is maintained at all times:
 - 50 – 99 attendees are one (1) extra lifeguard.
 - 100 – 149 attendees are two (2) extra lifeguards.
 - 150 – 199 attendees are three (3) lifeguards.
 - 200 plus attendees is at the discretion of management.

General

70. Any bookings intended to have more than 20 participants or involving a school group are to enter and exit the Kwinana Recquatic Centre via the side entry adjacent to the bus parking lane.
71. The City will be under no liability whatsoever to the hirer for any indirect and or consequential loss and or expense (including loss of profit) suffered by the hirer arising out of a breach by the City of these terms and conditions.
72. In the event of any breach of these terms and conditions by the City, the remedies of the hirer will be limited to damages not exceeding the hire fee paid.
73. Neither party will be liable for any default due to any act of war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.

Amendment To These Terms And Conditions

74. These terms and conditions may be amended by the City without notice.