

# TERMS AND CONDITIONS

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This Terms and Conditions document describes the Terms and Conditions for hiring Whitehorse City Council's Aqualink and Sportlink Leisure Facilities or part thereof.

It is important to read the terms and conditions and ask any questions of our staff prior to signing the Hiring Agreement.

Whitehorse City Council reserves the right to:

1. Refuse the hire of any facility or part of the facility without specifying a reason for the refusal.
2. Refuse entry and/or remove from the facility people from the Council facilities who are
  - A person declared Prohibited Person by Whitehorse City Council regardless of the relationship with the hirer
  - Are believed to be under the influence of drugs or alcohol
  - Are acting in a manner that is disruptive, discriminatory or in any way abusive towards other patrons, and/or Council Officers or the staff of other services utilising the facility
  - Any persons not following these terms and conditions or the conditions of entry into the centre.

## **Staff Instructions:**

The Hirer, and all associated individuals and groups, must at all times obey instructions given by Sportlink staff as to the use of, and access to and from, the Facility.

## **Definitions**

Within the Terms and Conditions document the following definitions are used:

**Hirer:** The person, group or organisation hiring the facilities.

**Facility:** Refers to the Aqualink and Sportlink Leisure Facilities or the part of these facilities being hired.

**Client:** A person, group or organisation that hires the facilities on a regular ongoing basis.

## **Responsibility / Supervision / Control**

The Hirer is responsible for the supervision and control of all persons associating with their booking during the period of hire.

The Hirer must ensure that all associated persons are complying with these terms and conditions.

## **Legislated Responsibilities of the Hirer**

### **Equal Opportunity:**

Hirers must comply with the requirements of the *Disability Discrimination Act (Vic) 1992* and the *Equal Opportunity Act (Vic) 1995*, and if applicable:

- Division 7 – Discrimination in sport; and
- Division 6 – Discrimination by clubs and club members.

The Hirer must not unlawfully discriminate, or promote discrimination towards any individual or group of individuals whilst hiring the facility.

Whitehorse City Council actively encourages inclusive practices and participation across all facilities and those hiring our facilities.

### **Racial and/or Religious Vilification:**

The Hirer must ensure that no racial or religious vilification takes place, by any groups or individuals associated with the Hirer. Racial or Religious vilification will not be tolerated by Sportlink, and offenders will be evicted from the Facility.

### **Respect of Others:**

There may be multiple Hirers in the Facility at any one time; Hirers must show respect to other Hirers and Facility users at all times.

Whitehorse City Council will not tolerate acts including, but not limited to:

- Noxious, offensive or immoral behaviour;
- Explicit language;
- Threatening behaviour;
- Aggression; and
- Interference with other hirers or patrons.

Offenders will be evicted from the Facility and the matter may be referred to the Police.

**Should the hirer or members of the hirers groups experience discrimination, racial or religious vilification or a lack of respect as described above please immediately inform and seek assistance from the Duty Officer.**

Hirers Signature \_\_\_\_\_

Date \_\_\_\_\_

## **Agreement for Hire**

The agreement is binding upon acceptance/signing of these Terms and Conditions by the Hirer as set out below.

### **Bookings:**

#### ***Client Bookings***

For all Client bookings, a Facility Booking Form must be completed and submitted at least 14 days prior to the required booking date to allow time for processing. If the booking space is available, email confirmation of the booking will be issued.

#### ***Event / Tournament Booking***

A 50% non-refundable deposit is payable upon confirmation of an event/tournament.

#### ***Making a Booking***

A Facility Booking Form will need to be completed to make a booking, which will ask you for:

- Contact details;
- All dates and times of bookings;
- Facilities or parts of the facility you wish to hire;
- A description of the purpose you will use the facility for; and
- Any other details necessary as determined by Whitehorse City Council Officers.

#### ***Please note***

1. You will only be approved to use the parts of the facility you have identified on the Facility Booking Form, for the length of time and on the dates specified.
2. Utilising other areas of the facilities or the approved areas of the facility for longer periods will incur additional booking and staffing costs. These costs will be charged at an hourly rate for each hour or part of an hour that exceeds the agreed time.
3. Any unauthorised use of the facility will be seen as a breach of the terms and conditions which may result in cancellation of future bookings and loss of any bond paid.
4. Unauthorised use of the facility may also impact on your insurance coverage leaving you exposed to increased risk as a result of any injury or damage arising.
5. The Hirer may be sharing the facility with other hirers and/or patrons.

### **Booking Contact:**

Only the person nominated as the booking contact may place bookings or cancel/adjust existing bookings under the booking account. Contact details may be handed on to members connected to the booking group, for purposes related to the booking.

### **Varying a Booking:**

Council recognises that at times people hiring our facilities may like to vary the times and dates, to do this you will need to seek prior approval from the Facility Coordinator. The Facility Booking Form will be subsequently amended.

Hirers Signature \_\_\_\_\_

Date \_\_\_\_\_

## **Details of Qualifications / Health and Safety / Insurance**

Whitehorse City Council has a duty of care to all patrons using our facilities. To ensure that patrons accessing our Facilities are being instructed, coached and/or taught by suitably qualified and police-checked personnel, the following documents must be obtained by the Hirer as part of the booking process. The Client may be required to provide proof of staff qualifications, accreditations and insurance in the event of an incident/issue/investigation.

### **Qualifications:**

Clients are responsible for ensuring all staff/volunteers have the required qualifications/accreditations to perform their role on behalf of the Client. This may include a Working with Children Check (WWC Check) and/or coaching accreditations'.

### **First Aid:**

Should a person require first aid or wish to report an incident that has occurred whilst utilising the Facility, the following is advised:

- First Aid should only be provided by suitably qualified personnel. First Aid qualified staff members are within the facility and available to attend to all first aid incidents upon notification.
- If the Hirer or a member of the group makes a call to emergency services, they must notify facility staff as soon as practicable.
- If the Hirer uses their own first aid or incident reports, copies of these must be provided to the facility as soon as possible.

In accordance with the Occupational Health and Safety Act (Vic, 2004) and Worksafe Victoria Guidelines, all notifiable incidents that occur at the facility must be reported to staff as soon as possible.

### **Working with Children:**

The Hirer must comply with the requirements of the *Working with Children Act (Vic) 2005*. All employees or volunteers associated with the Hirer that are required to have Assessment Notices and a WWC Check must have obtained these prior to undertaking any 'child related work' associated with the purpose of the booking.

### **Health and Safety:**

Sports hirers must comply with the Victorian Code of Conduct for Community Sport (VCCCS) and should comply with SunSmart and Good Sports.

Hirers should comply with the Occupational Health and Safety legislation and not in any way put patrons within their group or within any part of the facility at risk of social, emotional or physical harm.

Hirers Signature \_\_\_\_\_

Date \_\_\_\_\_

**Risk Management:**

Hirers are responsible for ensuring that all reasonable precautions are taken to ensure the safety of participants and spectators.

Hirers must comply with the risk management and safety requirements of their sporting association (if applicable) and insurers, as well as Health and Safety requirements of Sportlink.

Hirers are responsible for conducting a risk assessment of the stadium prior to their booking use.

**Indemnity and Liability:**

For all non- private Clients the Hirer must maintain a current Public Liability Insurance Policy in the name of the Hirer, with a minimum level of cover being \$10,000,000.

Public Liability Insurance certificates must be provided at the time of booking and the Hirer must submit updated copies of insurance policies following expiration of previous policies.

The Hirer hereby agrees to indemnify the Facility, City of Whitehorse and it's servants and agents for any loss, demands, damages, expenses, claims, actions and suits brought for and arising out of or in any way connected to the acceptance and conduct of the hiring.

**Cancelling a Booking**

All cancellations must be in writing. Cancellations cannot be accepted over the phone.

Cancellation of a booking must be received no later than 8 days prior to the booking.

Cancellations made within 8 days prior to the booking will incur the full cost of the booking.

The Hirer will be prevented from using the Facility until all outstanding monies owing have been paid in full.

**Event / Tournament Booking and Cancellation:**

All cancellations must be in writing, and cannot be accepted over the phone. The 50% deposit is non-refundable.

- If the deposit is not received within 28 days of the booking confirmation, Sportlink may cancel the booking.
- If cancellation occurs within 8 days of the booking date, the Hirer will be invoiced 100% of the value of the booking.

Hirers Signature \_\_\_\_\_

Date \_\_\_\_\_

### **Cancellation and Closure by Whitehorse City Council**

Whitehorse City Council may cancel the Hirer's booking and/or close the Facility at any time if in its reasonable opinion:

- (a) The Facility may be unduly damaged by use for the hiring purpose(s);
- (b) The Facility will be unfit for use during the period of hire; or
- (c) The Hirer fails to comply with the terms and conditions of hire.

If Whitehorse City Council cancels the Hirer's booking under clause (a) or (b), Whitehorse City Council will consult with the Hirer and endeavour to reach agreement on an alternative period of hire suitable to both parties. The Hirer will be refunded for any fees or deposit paid, for the affected time only.

In addition, Whitehorse City Council will close the Facility at any time in the event of an emergency or training drill requiring evacuation of the Facility of part thereof. The Hirer will be refunded any fees for the hire time affected by the evacuation only.

### **Extreme Heat / Outdoor Weather Cancellation:**

Duty Officers monitor the weather in advance of hot days via the Bureau of Meteorology (BoM) for metropolitan Melbourne. The BoM is used as the reference point for outside temperatures. A thermometer is used to gauge the temperature indoors.

The below procedure aims to provide broad guidelines to the Hirer using the Leisure Centres during extreme heat through the implementation of control measures. The procedure also covers the City of Whitehorse's "duty of care" to the Hirer within the facility who may be affected by the modification, or closure of services due to extreme heat.

### **Stadium:**

- The Hirer should educate themselves and all persons associated with their booking during the period of hire on exercising in extreme heat conditions
- Clients are advised to carry own water bottle and drink more fluids
- The Hirer needs to be aware of school and/or sporting association policies relating to extreme heat (i.e., Shorten games, cease play if different than Leisure facilities procedures)
- When stadium temperature reaches 32°C and above – the Hirer is to provide education to players and organisation
- When stadium temperature reaches 38°C and above – junior games are cancelled (under 16 years)
- When stadium temperature reaches 40°C and above – senior games are cancelled (16 and above) & no casual bookings permitted

### **Outdoor courts:**

- The Hirer should educate themselves and all persons associating with their booking during the period of hire on exercising in extreme heat conditions
- Clients are advised to carry own water bottle and drink more fluids

Hirers Signature \_\_\_\_\_

Date \_\_\_\_\_

- The Hirer needs to be aware of school and/or sporting association policies relating to extreme heat (i.e., Shorten games, cease play if different than Leisure facilities procedures)
- When temperature reaches 32°C and above – the Hirer is to provide education to players and organisation
- When temperature reaches 38°C and above – junior games are cancelled (under 16 years)
- When temperature reaches 40°C and above – senior games are cancelled (16 and above) & no casual bookings permitted

### **Fees and Charges**

Whitehorse City Council reserves the right to vary their charges from time to time without notice; however, all charges are subject to increase annually on July 1.

Bookings will be charged based on the fees and charges for the financial year of the dates of their booking usage.

Bookings exceeding the specified closing times of the Facility, for any hour or part thereof, will incur the full hourly hire rate plus any associated Facility staffing costs. The Hirer will pay such further charges as determined by the Facility on demand if:

- Any part of Sportlink other than the Facility hired is used by the Hirer; or
- The Facilities are used by the Hirer outside the Period of Hire.

Whitehorse City Council reserves the right to request a deposit of up to 50% of the total value of the booking upon confirmation of the booking. This deposit is non-refundable. If the deposit is not received within 14 days of the booking confirmation, the booking may be cancelled.

### **Bond**

Sportlink has the right to request a bond from Hirers upon confirmation of their booking.

The bond amount may vary depending on the areas of the Facility being hired or the type of function. The bond will be refunded on completion of the event and satisfactory inspection of all areas hired.

The Facility has the right to withhold the bond in the event that damage/loss was caused by the Hirer and refund any remaining monies after repairs have been carried out.

If damages exceed the bond, the Hirer will pay the Facility any outstanding repair costs and loss of income as under the 'Damage / Misuse' clause.

Hirers Signature \_\_\_\_\_

Date \_\_\_\_\_

## **Damage / Misuse**

Should Sportlink be required to undertake repairs or additional cleaning as a result of misuse of the venue by the Hirer, the Hirer will be responsible for meeting the costs. This includes, but is not limited to, the loss of any equipment or lost revenue during repairs.

The Hirer is to leave the Facility, including any change rooms, toilets and showers, in a clean and tidy condition. The Hirer is responsible for ensuring that all waste and litter generated from their use of the facilities is cleared by the end of the booking session.

General Waste and Recycling bins are supplied at the Facility. If extra cleaning is required at the Facility following use, the Hirer will be responsible for meeting the associated costs.

## **Hiring Additional Equipment**

Hirers have the option of hiring extra equipment as part of their facility booking, such as balls and racquets. Please enquire at reception for more details.

### **Note:**

- Equipment required for the set-up of the court, such as nets and goals, will be provided by Sportlink as part of the booking.
- Sportlink staff will set-up the court according to the purpose stated on the Facility Booking Form.
- Hirers should report any issues with equipment to Sportlink staff.
- Sportlink Equipment must not be removed from the Facility, and any equipment used during the period of hire must be returned.

## **Payment**

Fees and charges will be invoiced at the end of each month. Invoices must be paid by the due date on the invoice.

### **Arrears:**

When a Client's account falls into arrears, the Client may be prevented from taking court or accessing their booked area until all outstanding monies owing on the account are paid in full. If payment cannot be made Sportlink may cancel the booking, as well as any future bookings of the Client.

If the booking is cancelled by Sportlink due to arrears, the charges for the booking will still remain outstanding. The Client will be prevented from making any future bookings until the outstanding charges are paid in full.

Hirers unable to pay an invoice by the due date because of financial difficulty should contact the Facility Coordinator to discuss the matter prior to the due date of the invoice.

Hirers Signature \_\_\_\_\_ Date \_\_\_\_\_

## **Emergencies**

In the event of an emergency either directly or indirectly affecting the area being hired by the Hirer, Sportlink staff may be required to evacuate the area being hired or the entire Facility.

Sportlink staff will maintain responsibility and control of the evacuation, and the Hirer and associated individuals and groups must obey directions given by staff.

## **Care of the Stadium**

Appropriate non-marking footwear for your activity must be worn at all times. This is to protect the stadium floor from damage and reduce the risk of injury to participants. Hirers must not drag any equipment or furniture on to the stadium floor.

The Hirer will not alter, move or remove any fixtures, fittings or furnishings in the Facility without prior consent from Sportlink. This includes, but is not limited to, affixing items whether by adhering, nailing or screwing to any surface in the Facility.

## **Lost Property**

Sportlink is not responsible to the Hirer for damage to or the loss, theft or removal of any property brought or left by any person in or upon any part of the Facility. The Hirer shall indemnify Sportlink against all claims, demands, actions and proceedings in respect of any such damage, loss, theft or removal or any loss sustained by any person in consequence of such damage, theft or removal.

## **Parking**

Sportlink is not responsible to the Hirer for damage to or the loss, theft or removal of any motor vehicle or bicycle and the Hirer shall indemnify Sportlink from and against all claims, demands, actions and proceedings in respect of any such damage, loss, theft or removal or any loss sustained by any person in consequence of such damage, theft or removal.

## **Catering**

Sportlink does not allow the Hirer to bring off-site catering in to the Facility, without prior written consent from Sportlink. Catering may be arranged by the Hirer through the Sportlink café contractor, at the Hirer's expense.

## **Smoking**

Smoking is not permitted anywhere within the Facility, including all outdoor areas and 10 metres from entrances.

Hirers Signature \_\_\_\_\_

Date \_\_\_\_\_

## **Alcohol / Drugs**

The use, consumption or possession of alcohol and illicit drugs is not permitted anywhere within the Facility, including all outdoor areas.

## **Breach of Terms and Conditions**

A breach of the terms and conditions by any individual or group associated with the Hirer, is a breach of the terms and conditions by the Hirer.

If an individual or group breach these terms and conditions, Sportlink staff may give a verbal warning to the person responsible for the group, the group in general, or an individual.

If the breach continues, staff may evict the individual or group from the Facility.

Should the individual or the group refuse to leave the Facility, staff will call the police. Refusal to leave the Facility when asked to do so by staff is considered trespass.

If the Hirer breaches these terms and conditions, Sportlink may cancel or alter future bookings of the Hirer. Sportlink may also ban the Hirer from the Facility for a period of up to 12 months, depending on the severity of the breach.

## **Patron Exclusion Policy**

Any individual breaching these terms and conditions may be subject to the Whitehorse City Council Patron Exclusion Policy.

Sportlink may have an individual declared a prohibited person by Whitehorse City Council, and the individual will be prohibited from attending the Facility for a period of 12 months.

## **Agreement**

I/We have read and agree to the Facility Booking Terms & Conditions, and wish to proceed with placing the booking detailed on the attached booking forms.

I/We have attached all required documentation and understand that we may be required to supply further documentation as requested by Aqualink and Sportlink Leisure Facilities before our booking is confirmed.

Name: \_\_\_\_\_ On behalf of: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Hirers Signature \_\_\_\_\_ Date \_\_\_\_\_