

Terms and Conditions of Hire

Regular/Casual Bookings

A. BASIS OF HIRE AND USE

1. Regular bookings include 20 or more bookings in one calendar year. All regular bookings are reviewed on a term basis by Council through an application form process. Permanent bookings are not permitted.
2. Casual bookings include 19 or fewer bookings in one calendar year. Casual bookings for the following calendar year will not be confirmed until all requests for regular bookings have been finalised.
3. Application for all bookings must be made in writing on the appropriate application form by a person over the age of 21.
4. The hirer must comply with the conditions of this agreement; failure to do so may result in additional fees and charges or cancellation of the booking.
5. Council will advise the hirer if the booking is approved or not approved. Council has the right to refuse any booking.
6. The hirer is not permitted to use the facility for any purpose or activities other than what is indicated on the Booking Application Form.
7. The hirer must ensure that the number of people attending the activities does not exceed the maximum capacity of the facility as determined by Council in accordance with fire regulations.
8. The hirer must advise Council of any special occasions or activities in advance so that additional services can be organised. (eg: extra cleaning, additional garbage collection, organising additional booking times etc.)
9. The hirer acknowledges that the facility is a shared facility and may be used by other groups or third parties. Council is not responsible for loss, damage or stolen property belonging to the hirer (or the hirer's invitees).
10. A new application form must be completed in the instance that the person named on the application form as the hirer should leave the group/organisation/service during the booking period or if any detail changes in relation to the submitted booking form.

B. GENERAL CONDITIONS

11. All persons entering Council property do so at their own risk.
12. Our Aquatics and Leisures Centres are cashless, including the kiosk services. If participants are paying entry fees directly to the venues, they will need to either hold a valid membership or have cashless payment method only. Catering options are available with council discretion.
13. Commercial food, such as Pizza, cannot be brought onto the venue. Attendees are welcome to order food from the kiosk (cashless payment only) or bring a picnic food from home.
14. Our Aquatics and Leisure staff should be informed of any participants who possess a medical condition that may place them at risk whilst in the water. (Incl. epilepsy).



15. Any participant involved in an incident or near miss during the duration of the carnival must report this immediately to Centre staff and complete the necessary forms.
16. Diving is not permitted in the shallow end at pools at both St Marys and Penrith in accordance with Royal Life Saving's Guidelines for Safe Pool Operations. This includes at swimming carnivals and other swim meets/events. A seated dive or an in water push off the wall are the recommended alternatives for swimming starts.
17. From time to time weather may affect the operation of such events. Our Aquatics and Leisure venues accepts no responsibility for such occurrences and reserves the right to close facilities in the interests of health and safety of users. Every attempt will be made to reschedule such events pending mutual agreement. Aquatics and Leisure reserves the right to keep such deposits in such instances.
18. **School Carnivals**
The hiring school is responsible in ensuring participants, parents and guardians, teachers and other associated attendees are informed of entry requirements, including our Aquatics and Leisure operations such as cashless venues (including Kiosk), facilities available, limitations on spectator access (if requested), parking restrictions, and any other item/s that may affect their ability to attend or participate
19. Teachers and supervisors must ensure that students have adequate sun protection including sunscreen, hat and suitable clothing.
20. The teacher-in-charge is required to undertake an onsite induction prior to the commencement of the carnival.
21. The teacher-in-charge of the program must arrange for all areas of the swimming venue or facility to be supervised, including the kiosk area and change rooms.
22. The onus is on teachers to control children's behaviour at all times during the carnival.
23. Loitering in change rooms is strictly forbidden, and teachers are expected to ensure this does not occur. A minimum of two teachers are to be designated to assist with supervision of the pool. Rules/guidelines established by the facility regarding behaviour & hygiene must be adhered to and enforced.
24. Aquatics and Leisure will endeavour to contact schools as soon as possible regarding changes to pool operations. Schools are encouraged to contact the facility concerned if uncertainty of booking prevails. Occasionally such occurrences will not be within the control of our Aquatics and Leisure Centres and every attempt will be made to ensure a mutually agreeable solution / alternative is found
25. Aquatics and Leisure staff will in no way replace or assume the roles /responsibilities of visiting teachers.
26. The hirer must comply with all directions and instructions from the Leisure Centre Supervisor.
27. Any hirer requiring to hire St Clair Leisure Centre out of staffed hours will be required to undertake an induction.
28. Smoking is prohibited in the facility or within the grounds. It is the responsibility of the hirer to ensure that this condition is strictly enforced throughout the booking.
29. Fires of any type are prohibited in Council facilities and on the surrounding grounds.



30. Where participants are under the age of 21, the hirer must ensure that there will be a ratio of 1 (one) person over 21 years of age to every 10 participants under 21 years of age. Failure to provide this ratio of supervision may result in the cancellation of future bookings regardless of whether damage has been caused.
31. Entry tickets are not permitted to be sold at the facility or in association with the booking at any time unless it is indicated on the application form and/or permission is requested in writing to Council. Council reserves the right to refuse the sale of tickets or may request that the hirer provide evidence that it is a registered business or a charitable organisation.
32. The hirer is not permitted to display posters, promotional or marketing materials within the facility other than on internal notice boards. Displaying promotional material outside of the facility, including the car park, is not permitted without prior approval from Council. Where approval is granted, the hirer must remove the material at the end of each activity session.

C. BONDS, HIRE FEES AND OTHER CHARGES

33. All fees and charges are adopted annually by Council. Hire fees are subject to change each year on 1 July. All events or bookings held after this date will be subject to any fee increase.
34. Fee reductions and requests to waive fees are not permissible.
35. There is no free time to set up or clean up. Normal fees will apply from the time the hirer gains access to the facility until the time the hirer leaves the facility.
36. The hirer may need to pay a bond to secure the booking. The bond must be paid within 14 days of making the booking to have the booking confirmed.
37. Hirers with regular bookings will be invoiced at the end of each month. All hire fees must be paid in full no later than 14 days after the date of invoicing. Partial payments will not be accepted.
38. Hirers with casual bookings are required to pay the full hire fees and bond at least 2 weeks prior to the commencement of the booking. It is councils discretion to allow payment after event.
39. The bond will be refunded within 28 days after the booking is finished. The bond will be issued in the name of the person or group whose name is on the receipt issued when the bond was paid unless otherwise negotiated with Council.
40. The bond will not be issued to the hirer until all outstanding hire fees and charges have been paid and the keys returned to the place of issuing.
41. Council reserves the right to retain all or part of the bond should the *Terms and Conditions of Hire* not be adhered to and in accordance with the Fees and Charges Schedule adopted annually by Council. Refer to Appendix 1.
42. Additional fees and charges and/or the possible cancellation of the booking will apply, but not be limited to, the following instances:
 - *The facility is accessed prior to or after the approved booking time. Set up and clean-up times must be included in the booking time as indicated on the Booking Application Form.*
 - *The hirer does not advise Council of changes to the contact*

details or description of booking activities as identified on the Booking Application Form.

- *The hirer fails to pay all hire fees within 14 days of invoicing.*
- *The hirer does not abide by the cleaning and locking up procedures.*
- *Damage and/or vandalism occurs to Council property as a result of the booking (e.g.: damage to the floors, walls or doors caused by dragging furniture or misuse of the trolleys, holes in walls, broken ceiling fans, damage to soft fall, misuse of fire extinguishers, false smoke alarm activation, etc.)*

D. ACCESS TIMES

43. Where applicable the hirer is not permitted to access the facility for any purpose outside of their approved booking times without prior approval from Council. Access times will be monitored by staff. Unauthorised access may result in additional fees and charges and/or cancellation of the booking.

E. CANCELLATIONS

44. Cancellations of bookings must be made by the hirer in writing Council. If a booking is cancelled more than 7 days before the scheduled activities the hire fee will not be charged. If the booking is cancelled less than 7 days before the scheduled activities, the full amount of hire fees will apply.
45. The hirer is responsible for advising all participants of the changes or cancellations of bookings.
46. Council reserves the right to cancel the booking at any time. Examples include:
- *Non-disclosure of information*
 - *Supply of incorrect or misleading information*
 - *Failure to pay hire fees within the agreed timeframe*
 - *Damage to the facility, including minor damage (eg. holes in wall from table trolley)*
 - *Disruption to other user groups*
 - *Failure to clean up after activities*
 - *Other breaches of the terms and conditions of hire*
47. In the case of emergency, Council may cancel the booking or activity, with an alternative space offered if available or a full refund of any fees paid.

F. INSURANCE, INDEMNITY & WORKING WITH CHILDREN

48. Dependent on the booking type, hirers will be required to provide Public Liability Insurance of no less than \$10million. Schools must provide their risk assessment for the event.
49. Hirers with Public Liability Insurance or risk assessments must supply a copy when submitting the booking. The hirer must ensure that the certificate or risk assessment is always kept up to date and that Council has a copy of this document.

50. Any requests for exemption of Public Liability Insurance must be made at the time of submitting a booking application form. Requests for exemption from Public Liability Insurance must be approved by Council prior to commencement of activities. Council reserves the right to decline any requests for exemption.
51. Should Council decline a request for an exemption from Public Liability Insurance, the hirer's booking application form will be withheld until evidence of Public Liability Insurance is provided to Council. Activities cannot commence until Council has given final approval for the activities to be held.
52. Council does not insure any goods or equipment that is brought into the facility or left in the facility by the hirer or their invitees. Council will not compensate the hirer for any losses of any goods or equipment or consequential losses arising out of the damage or loss of the equipment. Hirers are advised that they should obtain insurance for their own equipment and goods.
53. If you are providing services to children, you and your organisation must be registered with the office of guardian which can be found at <http://www.kidsguardian.nsw.gov.au/>. You must provide a completed table which must provide the following information, Full name, DOB, WWC number, Verification date, Verification outcome, expiry date and status of each worker. A template can be found at <http://www.kidsguardian.nsw.gov.au/>

G. ELECTRICAL EQUIPMENT / HIRE EQUIPMENT

54. Commercial cooking appliances such as deep fryers and/or naked flame appliances are not permitted to be used in the facility.
55. The hirer is responsible for ensuring that any electrical equipment and/or extension leads, brought into the facility by the hirer and/or their guests, is checked for defects, faults and/or damage. Additional fees will be incurred if the power to the facility fails as a result of defective electrical equipment and/or extension leads.
56. Council will not compensate the hirer in instances where failure of the power is a result of the hirer's and/or their guests' actions (eg: use of damaged, faulty or defective electrical appliances and/or overloading the power circuits).
57. The hirer must obtain prior approval from Council to have amusement rides, jumping castles, jukeboxes, portable stages and/or any other equipment at the facility.
58. The hirer must ensure that any supplier of hired equipment has a Certificate of Currency for Public Liability Insurance of no less than \$10 million.

H. MINIMISING RISK & MANAGING EMERGENCIES

59. The hirer is responsible for determining that the facility is fit for purpose and suitable for their activities.
60. Any identified risk relating to Council property that is assessed by the hirer, to be of a serious or dangerous nature, must be reported immediately to Councils Aquatic and Leisure Centres by emailing ripples@penrith.city
61. In cases of emergency, serious injury or illness of a person/s at the activities the hirer is responsible for notifying Council staff on premises and calling 000 and organising easy access for

emergency personnel.

62. The hirer is responsible for familiarising themselves with the Evacuation Plan on display at the facility, including the location of emergency exit doors, before commencing any activities.
63. The hirer is responsible for ensuring that fire doors and emergency exits are not obstructed throughout the activities. The placing of furniture, boxes or any other item or structure within two (2) meters or within the areas of the exits is prohibited.
64. The hirer will be required to complete an Injury Report Form should an accident or injury occur during the booking period. This form can be obtained onsite. Injury Report Forms must be completed at the time of the incident.
65. The hirer must report any identified building maintenance issues, not considered to be of risk to the safety and wellbeing of anyone attending the activity, to Council by telephone within 24hrs or on the next business day.
66. A charge of no less than \$1,250 will be incurred by the hirer from Fire and Rescue NSW in the event that the smoke alarm is falsely activated, and the fire brigade is called to the facility. Additional administration fees will also apply.
67. The hirer must notify the Aquatics & Leisure Centre Supervisor with full details of any incident that occurred during an activity that results in the attendance of the Police, damage to Council property, or injury to a person/s.

I. CONDUCT AND BEHAVIOUR

68. The hirer is responsible for the conduct and behaviour of all persons attending the activities. This includes both inside and outside of the facility.
69. Council has the right to decline future bookings if the hirer does not exercise reasonable control over all persons attending or leaving the activities.
70. The hirer will be responsible for payment of any costs associated with damage or vandalism caused to the facility by any person attending the activities.
71. Fire equipment provided in the facility is for emergency use only. Misuse of this equipment will incur fees for repair and replacement and can result in the forfeiting of the bond. Future bookings may also be declined.
72. All persons attending the activities must observe parking rules and regulations. Any vehicles found to be parked illegally during the activities, eg: vehicles double parking, obstructing driveways or parked on the footpath, may receive an infringement notice.
73. The hirer and their guests do not have exclusive rights to the car park area. A number of Council's car parking facilities are shared facilities and may be used by other members of the community during your activities.

J. CLEANING

74. The hirer is responsible for leaving the facility in a clean and tidy condition. The floors are to be swept (including the foyer and corridor), any spillages are to be mopped, and the kitchen and toilets are to be clean and tidy.
75. The hirer is responsible for ensuring that tables and chairs are cleaned and returned to the designated storage area and stacked correctly or left as they were provided to you. Additional fees and charges will apply if the hirer creates safety risks for other users by leaving the table and chair storage area untidy.
76. The hirer is responsible for ensuring that all rubbish is placed in garbage bags (to be provided by the hirer) and placed in the garbage bins. Additional fees will apply if garbage is not placed in the garbage bins. If rubbish exceeds the garbage bin capacity, the hirer must take the rubbish away.
77. The hirer is responsible for ensuring that any litter (including cigarette butts) that is left in the car park, building surrounds or yard is picked up and placed in the designated garbage bin within your booking area.
78. The hirer will be charged additional fees if the facility is left in an unsatisfactory condition, and Council is required to clean up after the hirer's activities or where Council is required to remove rubbish left by the hirer.
79. The hirer must ensure that all lights, fans, heaters, air conditioners and cooking appliances are turned off, the windows closed, and doors locked. Failure to do so may result in additional fees and charges.

K. STORAGE ARRANGEMENTS

80. Storage areas are limited and cannot be guaranteed.
81. Storage allocations will be reviewed annually by Council in consultation with the hirers. Hirers will be advised in writing from Council of any changes to storage allocations or arrangements.
82. The hirer is responsible for ensuring that allocated storage areas are kept clean and tidy, especially where storage areas are shared.
83. Council reserves the right to inspect all storage areas. Hirers will be advised in advance of any inspections.
84. The hirer is not permitted to change any locks or install new locks without prior written approval from Council.
85. The hirer is not permitted to keep perishable food items in the storage areas. Any items such as coffee, tea, long life milk, sugar must be kept in suitable air tight containers.
86. The hirer will be responsible for any costs associated with pest management resulting from the storage of food items and other perishable goods.
87. All food items stored in the refrigerator must be removed for weekend hirers unless prior approval is obtained from Council. Failure to do so may result in the items being removed.
88. Toxic or dangerous goods are not permitted to be stored at the facility (eg: LPG bottles, gas lighters, methylated spirits etc).
89. The storage of any equipment or supplies may occur a fee. Hirers will be provided with 30 days' notice if a fee will be charged.



90. At the end of each term, each hirer with storage spaces will be required to clean out and remove any items that are not required for their day to day operations. Council may also request hirers complete this task when required operationally.

L. REPORTING REQUIREMENTS

91. The hirer is responsible for reporting any issues relating to the operation of the facility. These include for example:
- *Maintenance issues*
 - *Damage or vandalism*
 - *Graffiti*
 - *Dumped garbage in the car park or yard of the facility*
 - *Suspicious behaviour by unknown people seen hanging around the facility*
 - *Overflowing garbage bins*
 - *Cleaning issues*
92. All reports should be made as soon as possible to the Aquatics and Leisure Centre supervisor to ensure an immediate response and minimal impact on other hirers.