

LEISURE FACILITIES HIRE AGREEMENT

Hirer: _____

This document describes the Terms and Conditions for hiring Whitehorse Leisure Facilities or part thereof.

By signing this Agreement and you agree to the following terms and conditions. Please read the terms and conditions carefully and seek clarification with staff prior to signing the Hire Agreement.

Whitehorse City Council reserves the right to refuse the hire of any facility or part of the facility without specifying a reason for the refusal.

Definitions

Within this Agreement the following definitions are used:

Agreement: means this agreement executed by the parties.

Booking Confirmation: means the booking confirmation sent by Council to the Hirer in response to the Hirer's booking request.

Council: means Whitehorse City Council.

Hire Area: means that part of the Facility described in the Booking Confirmation.

Hire Fee: means the fee specified in the Booking Confirmation.

Hirer: means the person or entity specified at the start of this Agreement as the hirer.

Facility: means the sporting / leisure facility specified in the Booking Confirmation.

Facility Manager: Refers to the Facility Coordinator, Centre Coordinator, Programs Team Leader, Operations Manager, Operations Coordinator and/or the Council employee responsible for the Facility bookings as appointed by Council from time to time.

Permitted Times: means the times and days specified in the Booking Confirmation.

Permitted Purpose: means the purpose specified in the Booking Confirmation.

Hirer _____

Hirers Signature _____

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Date _____

1 Hire of Hire Area

- 1.1 In consideration of the Hirer paying the Hire Fee, Council grants to the Hirer a licence to use the Hire Area during the Permitted Times subject to the terms and conditions of this Agreement.
- 1.2 The Hirer must use the Hire Area for the Permitted Purpose and must not use the Hire Area for any other purpose.
- 1.3 Nothing in this Agreement entitles the Hirer to access or use the Hire Area outside the Permitted Times, or to use any part of the Facility other than the Hire Area.
- 1.4 Any unauthorised use of the Facility will be a breach of the terms and conditions which may result in cancellation of future bookings and loss of any bond paid.
- 1.5 The Facility Manager reserves the right to vary the Permitted Times as needed for operational requirements.

2 Responsibility, supervision and control

- 2.1 The Hirer is responsible for the supervision and control of all persons associating with their booking during the period of hire.
- 2.2 The Hirer must ensure that all associated persons are complying with these terms and conditions.

3 Facility Building Rules

- 3.1 The Hirer must comply with and ensure that all associated persons comply with any rules in force from time to time for the safety, appearance, cleanliness and good management of the Facility (**Facility Building Rules**). The Facility Building Rules may be varied or amended from time to time.
- 3.2 A breach of the Facility Building Rules is a breach of this Agreement.
- 3.3 A copy of the Facility Building Rules as at the date of this Agreement are attached.

4 Insurance, Release and Indemnity

- 4.1 Except where the Hirer is an individual (stadium only), the Hirer must maintain a current Public Liability Insurance Policy in the name of the Hirer, with a minimum level of cover being \$20,000,000 in respect of any one single event. The policy must name the Council as a co-insured and must contain a cross liability clause. A certificate of currency of insurance must be provided to the Facility Manager at least 10 days prior to the commencement of the booking and at any other times upon request.
- 4.2 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 if requested by the Facility Manager.
- 4.3 The Hirer hires and uses the Hire Area and the Facility (including any car park) at the Hirer's own risk and releases the Council to the extent permitted by law from all liability and loss in

connection with the Hire Area and the Facility (including where Council terminates this Agreement for any reason whatsoever).

- 4.4 The Hirer hereby agrees to indemnify the Council and its 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 Hirer's occupation and use of the Hire Area and the Facility.

5 Varying or Cancelling a Booking

- 5.1 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. The Hirer must not assign or transfer the booking to another person or entity without written consent from the Facility Manager.

- 5.2 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 Manager. Requests for booking alterations must be made in writing to the Facility Manager.

- 5.3 If the Hirer wishes to cancel its booking on any given day, the Hirer must comply with the following provisions:

5.3.1 All cancellations must be in writing. Cancellations will not be accepted over the phone.

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

5.3.3 Cancellations made less than 8 days prior to the booking will incur the full Hire Fee for the cancelled booking.

- 5.4 All Event/Tournament bookings will require a 50% deposit to be paid prior to the booking being placed - See 'Fees and Charges' for more details, and the following provisions apply:

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

5.4.2 If the deposit is not received within 28 days of the booking confirmation, the Facility Manager may cancel the booking.

5.4.3 If cancellation occurs within 8 days of the booking date, the Hirer will be invoiced 100% of the value of the booking.

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

5.5.1 The Facility may be unduly damaged by use for the hiring purpose(s);

5.5.2 The Facility will be unfit for use during the period of hire; or

5.5.3 The Hirer fails to comply with the terms and conditions of hire.

- 5.6 If Council cancels the Hirer's booking under clauses 5.5.1 or 5.5.2, 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.

- 5.7 In addition, Council may 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.

6 Fees and Charges

- 6.1 Council may, by notice in writing to the Hirer, increase the Hire Fee annually (usually July 1) in accordance with Council's adopted policies for the charging of hire fees for its sporting and leisure facilities.
- 6.2 Bookings will be charged based on the fees and charges for the financial year of the dates of their booking usage.
- 6.3 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 28 days of the booking confirmation, the booking may be cancelled.
- 6.4 Utilising other areas of the Facility or the Hire Area outside the Permitted Times will incur additional booking and staffing costs and the Hirer will be responsible for these costs. These costs will be charged at an hourly rate for each hour or part of an hour that exceeds the agreed time.

7 Bond

- 7.1 The Facility Manager has the right to request a bond up to 50% of the booking value from Hirers upon confirmation of their booking.
- 7.2 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.
- 7.3 Council may retain the bond in the event that damage/loss was caused by the Hirer and refund any remaining monies after repairs have been carried out by Council appointed workers.
- 7.4 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.

8 Damage / Misuse

- 8.1 Should the Facility be required to undertake repairs or additional cleaning as a result of misuse of the Hire Area 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. Any work will be undertaken by Council appointed workers only.
- 8.2 The Hirer is to leave the Facility, including any change rooms, toilets and showers, in a clean and tidy condition at the end of each period of use by the Hirer. The Hirer is responsible for ensuring that all waste and litter generated from their use of the Hire Area is cleared by the end of the booking session.
- 8.3 General Waste and Recycling bins are supplied at the Facility. If extra cleaning, bin hire or waste management is required at the Facility following use, the Hirer may be responsible for meeting the associated costs.

9 **Care of the Facility**

- 9.1 The Hirer will not alter, move or remove any fixtures, fittings or furnishings in the Facility without prior consent from the Facility. This includes, but is not limited to, affixing items whether by adhering, nailing or screwing to any surface in the Facility.
- 9.2 The Hirer will not display or erect any decorations, posters, advertisements, flags, logos shields or emblems in or around the Facility without the written consent of the Facility Manager.
- 9.3 The Hirer is to ensure rooms are returned to the original state upon completion of the booking.

10 **Equipment**

10.1 **AV Equipment**

10.1.1 All AV equipment must not be removed from the Facility is to be put away as directed or returned to the Facility Manager.

10.1.1 Hirers should report any issues with equipment to Facility staff.

10.2 **Hiring Additional Equipment (AQBH and Sportlink only)**

10.2.1 The following items are available for hire by the Hirer as part of their booking:

- Balls
- Racquets

Please enquire at reception for more details.

10.2.2 Subject to the Hirer making a request and paying the applicable hire fees, equipment required for the set-up of the Hire Area, such as nets and goals, will be provided by Facility staff as part of the booking.

10.2.3 Facility staff will set-up the facility according to the Permitted Purpose.

10.2.4 Hirers should report any issues with equipment to Facility staff.

10.2.5 Equipment must not be removed from the Facility, and any equipment used during the period of hire must be returned.

10.2.6 Table tennis bats and balls are included in table tennis hire bookings at no additional charge.

10.3 **Equipment Storage (AQBH only)**

10.3.1 Aqualink Box Hill is able to offer minimal storage space, through the purchase of a storage unit for Hirers who use their own equipment. All storage requests are subject to availability.

10.3.2 The storage unit is to be purchased at the cost of the Hirers.

10.3.3 Hirers must provide their own key and padlock for the storage unit and will be responsible for any locksmith costs and damages caused by lost keys.

10.3.4 The storage unit and contents will be accessible to the booking group during Facility opening hours.

10.3.5 Aqualink Box Hill is not responsible to the Hirer for damage to or the loss, theft or removal of any property or equipment left on premises.

11 Payment

- 11.1 Fees and charges will be invoiced at the end of each month. Invoices must be paid by the due date on the invoice.
- 11.2 When a Hirer's account falls into arrears, the Hirer 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 the Facility may cancel the booking, as well as any future bookings of the Hirer.
- 11.3 If the booking is cancelled by the Facility due to arrears, the charges for the booking will still remain outstanding. The Hirer will be prevented from making any future bookings until the outstanding charges are paid in full.
- 11.4 Hirers unable to pay an invoice by the due date because of financial difficulty should contact the Facility Manager to discuss the matter prior to the due date of the invoice.

12 Catering

12.1 Aqualink and Sportlink:

The Facility does not allow the Hirer to bring off-site catering in to the Facility, without prior written consent from the Facility Manager.

12.2 Nunawading Community Hub

See Facility Building Rules for more details.

13 Breach of Terms and Conditions

- 13.1 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.
- 13.2 If an individual or group breach these terms and conditions, Facility staff may give a verbal warning to the person responsible for the group, the group in general, or an individual.
- 13.3 If the breach continues, staff may evict the individual or group from the Facility.
- 13.4 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.
- 13.5 If the Hirer breaches these terms and conditions, the Facility may cancel or alter future bookings of the Hirer. The Facility may also ban the Hirer, or any member of the hirer's group from the Facility for a period of up to 12 months, as per the Whitehorse City Council Leisure Facilities Patron Exclusion Policy.

14 Termination without breach

Without limiting any of the preceding clauses, Council or the Hirer may terminate this Agreement at any time without reason, by giving at least 14 days' notice of termination to the other party.

Hirer _____

Hirers Signature _____

Date _____ **Page 7 of 8**

Execution and Acknowledgement

Signed on behalf of the Hirer:

I confirm that:

- I have read and understood these conditions.
- Where the Hirer is a company or incorporated association, I am authorised by the Hirer to complete the Application Form on the Hirer's behalf.
- I am personally responsible for ensuring that the Hirer complies with these conditions, and if the Hirer breaches any of these conditions, I will be personally responsible for any such breaches, including any damage to the Facility.

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Hirer

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Dated

Signed

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Print Name

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Position