TERMS AND CONDITIONS OF HIRE – AQUATIC FACILITES

1.BOOKING APPLICATION FORM

1.1. Usage of Council's Aquatic Facilities must be applied for by completing in full the Aquatic Facilities Hire Application form and returning the completed signed form(s) to Aquatic Facility, or by mail to "Aquatic Facility Hire" Shire of Coolgardie, PO Box 138, KAMBALDA WA 6422, with a minimum of fourteen (14) days prior to the date the booking is required.

1.2. Or complete the electronic online application on our webpage.

1.2. Applications will only be accepted by persons aged eighteen (18) and above.

1.3. All applicants must include set-up and clean-up times in their application.

2. BOOKING CONFIRMATION

2.1. No booking is confirmed until a confirmation letter has been sent. Approval to use Council facilities applies only to the times and dates outlined on the booking confirmation.

2.2. Under no circumstances will any functions be approved to extend beyond 12 Midnight.

2.3. Unauthorised use or entry to a facility at any time without the written consent from facility Management may result in termination of further bookings and additional hire fees being charged.

2.4. The Hirer will be responsible for ensuring the use of the booked part of the Aquatic Facility which complies with the approved purpose and all other conditions of hire.

2.5. Any Hirer granted approval to use a Shire Facility is at no time permitted to sub-lease or make it available for hire to any other individual or group.

3. SCHEDULE OF FEES

Fees for the hire of all Shire owned facilities including Aquatic Lane and equipment hire, are in accordance with the Fees and Charges set annually by Shire and must be paid up to five (5) days prior to the booking date.

4. BOND

4.1. Bonds for the hire of Shire facilities are required in accordance with the Fees and Charges set annually by Council and must be paid up to seven (7) days prior to the booking date. Failure to pay the bond stipulated in the confirmation letter by the due date can render any booking or agreement void.

4.2. Failure to comply with the Conditions outlined in this document may result in the forfeiture of all or a portion of your bond and the Shire reserves it's right to impose additional charges for cleaning and/or repair of damage and/or administration fees if required as a result, of the booking.

4.3. The Hirer acknowledges that a breach of the hire arrangement may result in the Shire refusing to agree to any future hiring to the applicant, including any future confirmed bookings.

5. BOOKING CANCELLATION OR AMENDMENT

5.1. Cancellations of confirmed bookings will only be accepted in writing. No refund will be given where a confirmed booking is cancelled less than seven (7) days prior to the date of the booking, and the Shire reserves the right to charge an administration fee or deduct this fee from the supplied bond details. 5.2. Amendments to confirmed bookings will only be accepted in writing. In the case of seasonal or regular bookings, no alterations to permanent accounts will be considered where a confirmed booking is amended less than seven (7) days prior to the date the change is to be affected.

6. CONSUMPTION OF ALCOHOL

6.1. Consumption of Alcohol is strictly prohibited within any Aquatic Facility.

6.2 Glass is not permitted to be brought into any Aquatic Facility, at facility entry all food storage containers will be inspected to ensure glass containers, bottles etc are brought into the area.

7. SALE OF FOOD

If you intend to sell food, you are required to apply for a Temporary Food Stall Permit to be submitted and approved by the Shire Environmental Health Officer.

8. INSURANCE

Hirers of Council facilities should have current insurance cover for Public Liability to the value of $20,000,000 and should attach a certified copy of the Certificate of Insurance to their Permanent Venue Hire Application. Failure to provide evidence of insurance entitles the Shire to revoke the hire agreement.

9. INDEMNITY

Upon acceptance of the hire, the Hirer undertakes to hold the Shire Of Coolgardie indemnified against all claims, losses, actions, damages, costs (including legal costs) and expenses whatsoever arising out of or in connection with the hiring of the venue: Personal injury (including death or disease) to the Hirer or any invitee or third party unless and then only to the extent that the Hirer proves said injury was due to the negligence of the Shire; Loss of or damage to any property owned by the Hirer, the Shire or any third party; Breach or non-compliance with any statute or regulation or local law of any public, municipal or other authority.

10. CLEANING

10.1. It is the responsibility of the Hirer to leave the facility in a clean and tidy condition at the conclusion of the booking. This includes but is not limited to ensuring floors are swept and mopped; benches, BBQ's, chairs, and tables are wiped clean; chairs stacked no more than six (6) high and tables folded and stored in their original position; all food scraps, rubbish, decorations, and equipment are removed.

10.2. If contract cleaning is required as a result, of your booking, forfeiture of your bond may occur.

11. DAMAGE

11.1. The driving of nails, tacks, screws, tent pegs, or the fixing of adhesive material etc into or on any part of the facility or furniture is strictly forbidden.

11.2. Please ensure that any notable damage is reported prior to the commencement of your booking, as it will be deemed that this damage may have occurred during the course, of your function. All damage to a Council facility must be reported to the Manager Leisure Recreation and Development during business hours.

11.3. The Hirer is responsible for any breakage, damage or loss to Council's property or equipment or surrounding facilities, which occurs during the Hirer's use of the Facility. The cost of repairing or replacing any breakage, damage or loss will be borne by the Hirer and will be deducted from the bond. In the event, that costs to clean/repair any damage exceeds the bond, the Hirer will be invoiced, and this will be a debt due and owing to Council.

12. SECURITY / CALL-OUTS

12.1. The Hirer shall ensure that all lights and air conditioners are turned off and any doors, windows and gates are locked at the completion of each booking. Failure to secure the premises could result in a Ranger call-out.

12.2. Should a Shire of Coolgardie Ranger be called out as a result of, the Hirer's non-compliance with any of these conditions, a call-out fee will be deducted from the bond (Minimum 3 hours).

12.3. The Ranger shall have authority to terminate the hire arrangement forthwith in the event of non-compliance if in the reasonable opinion of the Ranger the breach is likely to continue.

12.4. Should the Police, call-out be required and/or a noise abatement notice issued as a result of the Hirer's failure to comply with a noise warning this will result in full forfeiture of the bond.

13. ATTENDANCE CAPACITIES

Attendance must not exceed the accommodation capacities determined by the Department of Health. In the event, that such numbers are exceeded, the Hirer accepts full responsibility for repercussions such as the termination of their function.

14. LAW AND ORDER

The Hirer must comply with the provisions of all relevant State and Commonwealth legislation including but not limited to the Health Act, Police Act, Criminal Code, and the Shire of Coolgardie Local Laws.

15. SAFETY

15.1. All electrical cords, fittings, switches, and other electrical appliances used by the Hirer must comply with the appropriate Australian Standards and display a current electrical test tag.

15.2. The Hirer is responsible for the actions and for the behaviour of all persons using the premises during the hire period whether those persons are using the premises at the express invitation of the Hirer. The hirer shall ensure that each person using the premises during the hire period maintains a reasonable standard of behaviour.

15.3. The Hirer shall take reasonable steps to ensure that persons do not loiter within the vicinity of the facility hired.
15.4. The Hirer is responsible to ensure AI smart glasses are not worn by any of persons who enter with this booking and all entry rules are adhered to.
15.5 The Hirer shall upon entry to any facility make themselves aware of designated evacuation plans and in the case of an emergency follow these plans and call emergency services on '000'.

16. ADVERTISING

The Hirer must not advertise their private function / party by any medium including fliers, newspapers, posters, or the Internet without the prior consent of Council obtained in writing.

17. SMOKING

Smoking is strictly prohibited in all Council facilities. Smoking is restricted to external areas outside of the Aquatic Facility only and any discarded butts disposed of appropriately.

18. STORAGE

18.1. Permanent user groups are not permitted to store equipment in a Council facility without prior written approval from the Manager Leisure Recreation & Development.
18.2. Any items left by the Hirer at a Council Facility and/or Reserve run the risk of being utilised by other parties. Council accepts no responsibility for use, damage, or theft of these items.
18.3. A Hirer may not use equipment belonging to another Hirer/Group, without written consent of that Hirer/Group and the Hirer shall be fully liable for any loss or damage occurring to such equipment whilst under his/her jurisdiction.

19. SPECIAL EVENTS

19.1 The Hirer acknowledges that if they are hiring a Council Aquatic Facility for the purpose of hosting a special event, they will be required to complete the Aquatic Facilities Booking Application Form and abide by any special conditions as outlined in the confirmation letter.
19.2 The Shire reserves the right to relocate or cancel confirmed bookings with users should large or special events request usage of facilities during the year.

20. VEHICLE ACCESS

No vehicle is authorised to access any aquatic facility, without obtaining prior written consent from Council.

21. TENTS/MARQUEES

21.1. No tent or marquee is to be erected at any Aquatic facility, reserve, or public open space area without obtaining prior written consent from Council.
21.2. No stakes and/or pickets are to be placed into any part of the ground, to avoid damage to in ground reticulation pipe work and fittings; recommended to use of sandbags only.
21.3. Any repair or damage to Council's reticulation will be at the expense of the Hirer.

22. SIGNAGE

No signage is to be erected at a Council Facility without prior written approval from the Manager Leisure Recreation & Development.

23. SPECIAL CONDITIONS

The hirer acknowledges that any special conditions set out in the booking confirmation shall apply and be incorporated in this agreement. In the event of any conflict between these conditions and the special conditions, the latter shall take priority.

We on behalf of our group booking, and all affiliated members and participants acknowledge and accept the above Conditions of Hire when utilising Council Aquatic Facilities and will ensure these are communicated and adhered to by all affiliated members and participants. We understand that failure to adhere to any of the above may result in cancellation of the association's bookings and removal off site.