BOOKING FORM THOMASTOWN RECREATION & AQUATIC CENTRE





ORGANISATION:
CONTACT PERSON:
ADDRESS:
PHONE:
EMAIL:
CONTACT PERSON ON DAY (If different to above):
ORGANISATION ABN:
INVOICE DETAILS (If different from above):

Booking Date/Time			
Room/Area/Lanes			
Number of participants			
Recurring Booking	Yes	No (strike out inapplicable option)	
Frequency of Recurrence			

Area	Hire Rates (Per Hour)	Area	Hire Rates (Per Hour)		
Meeting Room Hire	\$46.30	Warm Water Pool Hire including meeting room	\$273.20		
Childcare Room Hire	\$46.30	Warm Water Pool Hire	\$273.20		
Group Fitness Class per person	\$46.25	Hydro Pool hire (1/2 pool)	\$91.45		
Half Court (Peak)	\$26.27	Hydro Pool hire	\$182.15		
Half Court (off-peak)	\$22.00	25m Pool Lane Hire Permanent	\$31.40		
Full Court (Peak)	\$52.55	25m Pool Lane Hire Casual	\$47.40		
Full Court (off-peak)	\$44.00				

Do you require additional equipment

ADDITIONAL INFORMATION/ REQUESTS

NAME:

SIGNED:

DATE:

Please e-mail completed booking form to trac@activewhittlesea.com.au

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TERMS AND CONDITIONS

Belgravia Leisure is the Manager of Thomastown Recreaction & Aquatic Centre

Bookings and Agreements are made upon and are subject to Venue Rules and the following conditions:

1. Terms & Conditions - Bookings and Agreements are made upon and subject to Venue Rules and the following conditions which shall apply if the venue is used following their issue.

2. <u>Confirmation of Booking/s</u> – A confirmation will be sent to the email address supplied once the booking has been processed and approved. No booking will be taken to have been accepted by Belgravia Leisure until a booking confirmation has been issued by it.

3. <u>Fees, Charges and Payments</u> – Hiring fees and charges (including GST) will be quoted prior to processing the booking. Invoice sent separately at the conclusion of the booking (or monthly for ongoing bookings) via email and must be paid within 7 days of the invoice date. Once a booking has been confirmed, you will be given 2 weeks written notice of any fee increases which may occur.

4. <u>Hire Dates/Days, Time and Duration</u> – You agree to commence your Hire and vacate the designated Hire space at the day(s), date(s) and times (start and finish times) as per the confirmation.

5. <u>Cancellations</u> – In the event a confirmed booking is cancelled (notice of intention to do so must be received in writing by Belgravia Leisure) the following will apply:

Less than 30 days' notice, 10% of the total booking amount is payable Less than 14 days' notice, 50% of the total booking amount is payable Less than 24 hours' notice, 100% of the total booking amount is payable

6. <u>Supervision, Public Safety & Security</u> – The hirer assumes full responsibility during the period of hire for the supervision, safety, and control of all its guests, players, members, staff and visitors if the program is not being run by Belgravia Leisure staff. Where specialised supervision (e.g. lifeguards) or qualified first aid officers are required, the hirer must provide Belgravia Leisure with evidence of the qualifications and numbers of staff the Hirer will use. Belgravia Leisure reserves the right to approve or disapprove any proposed arrangements in this regard at its absolute discretion but shall assume no liability in either case. Special arrangements by the venue to provide additional staff for either supervision (e.g. lifeguards) or security (e.g. door or crowd control) can be provided at an additional cost.

7. <u>Cleaning</u> – It is the responsibility of the hirer to ensure any area of the venue which is used during the program is left in a clean and acceptable standard at the conclusion of the program. If not, a cleaning fee may be charged.

8. <u>Public Liability Risk Insurance</u> – Hirers shall have a Public Liability Risk Insurance Policy for not less than Twenty million dollars (\$20,000,000) and must provide a Certificate of Currency on demand at any time prior to confirmation of and at any time during the times of booking, to Belgravia Leisure's satisfaction.

9. <u>Release and Indemnity</u> – The Hirer agrees to hire the Designated Area of Hire for the Activity at its own risk and agrees to indemnify Belgravia Leisure, its officers, servants and agents from all claims and demands where the Hirer is proven to have breached this Agreement or is otherwise negligent through its acts or omissions.

10. Loss or Damage – The Hirer agrees to reimburse Belgravia Leisure for any loss or damage incurred as a direct result of the Activity in the Designated Area of Hire, within the reasonable control of or which would be expected to be in the reasonable control of the Hirer, and in breach of this Hire Agreement, including but not limited to loss or damage to the building or equipment. The Venue may require a bond (which may be the deposit) to be held against loss or damage including but not limited to the building or equipment refundable after the event or drawn upon to pay for loss or damages resulting from the hire.

11. Alcohol & Smoking – No alcohol is permitted to be brought into the Venue by the Hirer's guests, players, members, staff and visitors during the period of Hire, unless agreed to in writing by Belgravia Leisure. Smoking (including Vape and E-Cigarettes) is not permitted within the Venue or any associated facilities.

12. Force Majeure – Belgravia Leisure shall be relieved from all liability in respect of any breach of its obligations under this agreement should such a breach be caused, directly or indirectly, by an event of Force Majeure. "Force Majeure" shall mean any act; matter or thing whatsoever not within the reasonable control of Belgravia Leisure and which adversely affects the capacity of Belgravia Leisure to perform its obligations hereunder or wholly prevents the performance of the same.

13. <u>Emergency Procedures</u> – In the case of an emergency you and your guests must listen to the instructions provided by Belgravia Leisure staff and follow the Emergency procedures. Refer to the Emergency Evacuation Plan on display in the Designated Area of Hire.

14. Insurance and Certifications – All organisations hiring the venue (where applicable) will be required to provide the following documentation prior to their booking being confirmed:

Public Liability Insurance Certificate of Currency

- · Workers Compensation Insurance (if appropriate)
- \cdot Working with Children Check or State/Territory based equivalent of all employees.
- · Any other qualifications (i.e., CPR, First Aid, Coaching qualifications);
- \cdot or documents requested by the Venue (i.e., Risk Assessments)

15. Safety – The user group and/or hirer is responsible for ensuring the event or booking is conducted in a safe manner.

The user group and/or hirer is responsible for ensuring they are aware of and follow the evacuation procedure of the venue, and in doing so follow any directions given to them during an evacuation by the Area or Chief Fire Warden. All fire exits must be kept clear at all times.

User groups and/or hirer are aware and understand the Work Health and Safety requirements of their event and the space they're hiring and immediately report any accident/incident, or near-miss to the Duty Manager or staff member in charge and understand that an incident form will be completed either manually or electronically. User groups are aware that larger events may require a safety talk from staff and that users are also responsible for enforcing safe use practices while within the venue including, but not limited to;

-No diving into shallow water

-No running on cemented areas

-No flips, bombs or other dangerous methods of entry into the water

-No pushing of other users into the water

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16. Hygiene – Do not use the pool if you have had diarrhea in the past two weeks.

· Close fitting swimming costumes must be worn at all times.

• Please shower and use the toilet before entering the pool.

· Avoid swallowing or putting pool water in your mouth.

17. <u>Medical Conditions of Participants</u> – Upon request the Hirer must provide the Venue with a detailed list of specific and non-specific medical conditions of all those attending during the hire period.

18. Free Swimming - "Free swimming time" is not permissible at any time. Structured Activities with appropriate supervision required.

19. **Diving** – In accordance with Guidelines for Safe Pool Operations and Belgravia Leisure's Aquatic Safety Standards, dive entries may only be performed where designated by the venue based off specific pool depths and height of bulkheads/starting blocks.

20. Providing Your Own Program -

Aquatics Program - Organisations providing their own Swimming Instructors attending the Venue are reminded that the following conditions apply:

- a. Student/Staff ratios must be in accordance with 'Guidelines for Safe Pool Operation' (1:10).
- b. Must provide/attach a copy of Public Liability Insurance for a minimum of \$20 million.
- c. Swim and Survive Aquatics Educational Program is used for all school bookings
 - \cdot To attach copies of the following qualifications for each supervisor as per safe ratios:
 - · Current Teacher of Swimming and Water Safety or equivalent
 - · Current CPR
 - · Current WWCC
 - · Other qualifications may be required depending on group activities.
- d. All lifeguards are employees of Belgravia Leisure, and will be provided on a ratio of 1:80
- e. In the event of a first aid or major incident the venue staff have responsibility for the care of patrons

Other Programs - Organisations providing their own programs/training courses are responsible for the following condition:

- f. Staff/Program Delivery team are qualified to deliver all intended program/courses
- g. All equipment, unless previously arranged with the venue is to be provided by the Hirer
- h. The hirer respects the business as usual operation continuing within the venue and does not interrupt patron's natural enjoyment and participation of our Venues.

21. <u>Watch Around Water</u> – The Venue is a Watch Around Water accredited venue and all user groups should abide by the Watch Around Water guidelines. For bookings with children the Venue will provide a copy of these conditions.

22. <u>Child Safe</u> – Belgravia has zero tolerance of child abuse and is committed to creating and maintaining a child safe and child friendly city where all children are valued and protected from abuse. Belgravia is committed to creating and maintaining a child safe organisation where protecting children from abuse is embedded in the everyday thinking and practice of Belgravia, all employees, contractors and volunteers. All organisations that provide services or facilities for children are required to comply with Child Safe Standards, to ensure that the safety of children is promoted, child abuse is prevented, and allegations of child abuse are properly responded to. As a condition of this agreement the Hirer must ensure that it complies with the requirements as set within the Child Wellbeing and Safety Act 2005, National Child Safe Standards and Reportable Conduct Scheme. The Hirer must immediately notify Belgravia where it becomes aware of a breach of the National Child Safe Standards and ensure that all employees and volunteers who are required to apply for a Working with Children Check's (WWCC) under the Working with Children Act 2005 (Vic) have done so, before working with children at the service/program/venue.

23. No Commercial Use –The facilities are not to be used by the hirer and /or member and /or user group for in connection with commercial activities without the express written permission of Belgravia Leisure upon such conditions as it may determine should be imposed in respect of such use in its absolute discretion.

24. <u>Privacy</u> – The Belgravia Leisure Privacy Policy applies to this Agreement and is incorporated by reference as though set out in full. A copy may be inspected at https://belgravialeisure.com.au/privacy-policy/

25. <u>Other</u> - Outdoor bookings will not be rescheduled due to rain, unless there is lightning. If an organisation chooses to cancel a booking due to weather on the day of the booking, fees will still be payable. Management reserves the right to change Venue / Space allocation if necessary.

Failure to adhere to these conditions may result in cancellation of any current and future bookings.