

nhulunbuy corporation

TERMS AND CONDITIONS OF HIRE FOR THE NHULUNBUY AQUATIC CENTRE

Please return completed application to either the Nhulunbuy Aquatic Centre or the Nhulunbuy Corporation Head Office in Westal Street

1. Introduction

These terms and conditions refer to any booking requests for the Nhulunbuy Aquatic Centre other than Swimming Clubs' Lane Hire arrangements.

By signing and submitting an Application to Hire the Nhulunbuy Aquatic Centre, the Hirer agrees to these terms and conditions and understands that it is an application only and does not constitute a booking or agreement for use. The Nhulunbuy Corporation will confirm all bookings in writing once the application has been received and approved.

The Nhulunbuy Corporation reserves the right to refuse hire to any person or group wishing to hire the pool/s.

2. Method of booking, payment and bond deposit

The Application to Hire the Nhulunbuy Aquatic Centre, relevant attachments, other necessary documentation and payments should be completed and forwarded to the Nhulunbuy Corporation at least one week prior to the hire date or commencement of agreement.

Payment of hire fees and any applicable bonds must be paid separately to facilitate ease of return of the bond at the conclusion of the booking (if applicable).

Payment may be made by cash, cheque and EFTPOS. Cheques are to be made payable to Nhulunbuy Corporation.

Please refer to the Nhulunbuy Corporation's Schedule of Fees and Charges for current hire fees and security deposit charges.

3. Hirer's Responsibilities

a. Public Liability Insurance

Any organisation, association or group that wishes to hire the Nhulunbuy Aquatic Centre must provide details of its Liability Insurance. The Hirer shall, during the term of the hire, maintain a public liability insurance policy of no less than \$20,000,000.00.

The Hirer shall be solely liable for and indemnify the Nhulunbuy Corporation and/or its agents/employees/representatives against death of or injury to the Hirer or its agents/employees/representatives/users, or damage to property that arises, out of or in connection with the hire and against all liability, loss, damage, actions, proceedings, claims etc, brought against the Nhulunbuy Corporation (whether at law or under any statute) in connection with such death or injury of any public member or damage to property during the period of the hire except to the extent that the loss was caused by the negligence of the Nhulunbuy Corporation.

Should proof of public liability insurance not be supplied, the Nhulunbuy Corporation reserves the right to refuse pool hire.

Initial: _____

b. Cleaning

It is the responsibility of the Hirer to return the facility to its same condition as at the commencement of the booking.

The Hirer is required to attend the facility at least 15 minutes prior to the commencement of the booking to undertake a condition inspection with a Nhulunbuy Corporation representative to complete a condition report together

The Hirer is responsible for the general cleaning of amenities areas and removal of litter from pool grounds at completion of the booking. The Nhulunbuy Corporation will provide cleaning chemicals and bin liners at no cost.

The pool and pool surrounds must be left in a clean and tidy condition. Failure to return the facility to a satisfactory condition will incur a cleaning fee to be deducted from the security deposit.

c. Bond

A bond is required for all hires. It is a deposit against damage to the Nhulunbuy Aquatic Centre's property and/or failure to undertake adequate cleaning responsibilities.

In the event of significant damage occurring during the term of the pool hire, the Nhulunbuy Corporation will conduct an assessment of the cost to repair damage and this cost will be deducted from the bond.

The Hirer will be invoiced for any costs incurred that exceed the bond for cleaning or due to damage to the Nhulunbuy Aquatic Centre resulting from the hire.

If no deductions need to be made from the bond, it shall be returned to the Hirer at the completion of the hire, based on a final Condition Inspection.

d. Hirer Supervision and Qualifications

- i. The Hirer will ensure that there is at least one person (supervisor) present with minimum current Bronze Medallion or Lifeguard qualifications. The Hirer must maintain a ratio of one supervisor to every 50 participants associated with Hirer.
- ii. The supervisor will not be involved in any activity other than the supervision of the pools and surrounds.
- iii. The supervisor is required for surveillance of the pool and surrounds, water safety and resuscitation duties. They are NOT required to control the behaviour of users in and around the pool. The Hirer is responsible for allocating other individuals to maintain crowd control.

Names of person/s with Bronze Medallion/Lifeguard qualifications and currency of these must be attached to the Application to Hire the Nhulunbuy Aquatic Centre.

If the Hirer cannot meet any of the conditions described under *Hirer Supervision and Qualifications*, the Nhulunbuy Corporation will endeavour to provide qualified person/s to supervise hire with direct costs being the responsibility of the Hirer.

Initial: _____

e. Training

Where the Hirer has an ongoing arrangement (ie. multiple or regular use of the facility) it is a condition of hire that a representative of the Hirer will participate in a training session conducted by the Nhulunbuy Corporation that outlines basic operational points of the facility.

If the Hirer is unable to provide a representative to participate in a training session, the Nhulunbuy Corporation will supply a Corporation staff member to oversee operations at cost to the Hirer until such time as training can take place.

f. Nhulunbuy Corporation staff instructions and Pool Rules

All pool rules and any Nhulunbuy Corporation staff instructions issued to patrons must be adhered to in a respectful manner. Failure to comply with this clause may result in the offender/s being removed from the facility and ineligibility for subsequent hire.

4. Venue restrictions

The following are not permitted in the Nhulunbuy Aquatic Centre at any time:

- smoking
- alcohol
- glass and ceramic containers
- photography (without prior written consent from pool management)
- animals

The Nhulunbuy Corporation reserves the right to terminate any Hire Agreement in the event of non-compliance with any of the above.

5. More information

For more information, please contact the Nhulunbuy Aquatic Centre on (08) 8987 1673 or the Nhulunbuy Corporation on (08) 8939 2200 or via email office@ncl.net.au.

Print Name: _____

Signature: _____

Date: _____

nhulunbuy corporation

APPLICATION TO HIRE NHULUNBUY AQUATIC CENTRE OR PART THEREOF

This form must be completed to hire the Nhulunbuy Aquatic Centre.

1. Date of application: _____
2. Name of organisation hiring facility:

3. Purpose of hire: _____
4. Postal address: _____
Suburb: _____ Postcode: _____
5. Contact name: _____
7. Telephone: W) _____ M) _____
8. Hire details:

Date/s of hire	
Times	
Set up time	
Area of the facility required eg. whole venue, grounds, other?	
Lifeguards required	<input type="checkbox"/> No <input type="checkbox"/> Yes – how many? _____
Kiosk required	<input type="checkbox"/> No <input type="checkbox"/> Yes – times? _____

9. Expected number of participants/spectators/officials during hire period:

Participants _____ Spectators _____ Officials _____

10. Public liability insurance

(Attach a copy of current insurance policy certificate to this application)

11. Names of qualified people that will be supervising including qualification type and expiry date: (refer to Terms and Conditions of Hire -attach copies of qualification/s to this application)

12. Any special requirements? No Yes

Please describe:

13. Hire Fees and Security Deposit (please refer to the Nhulunbuy Corporation's Fees and Charges Schedule)

Charge for facility \$ _____

Pool lifeguard/s or kiosk staff (if required) \$ _____ (At cost)

Total Hire Fee: \$ _____ +

Bond*: \$ 500

*separate payment (by cheque or cash) for ease of refunding post-event

14. I have read and agree to the Terms and Conditions

Signature: _____ Print Name: _____

Date: _____