

## **FAIRFIELD CITY COUNCIL CONDITIONS OF HIRE**

1. All pool / Water Park booking requests must be made on the appropriate application form.
2. All pool booking requests can be made from 9.00am on the 1<sup>st</sup> working day of the month and can only be requested from 6 months prior to the required commencement date. Bookings can only be made for a maximum period of three (3) months.

Water Park booking requests are to be made a minimum three (3) weeks prior to requested booking date

3. The Hirer agrees to pay the appropriate Council fees and charges for the use of the facilities as determined by the Council from time to time, and agrees the Council may alter such fees and charges at any time.
4. The onus is on the Hirer to ensure volunteer workers, students, subcontractors and employees observe the Conditions of Hire.
5. Any loss or damaged suffered by the Council will be payable by the Hirer upon demand by the Council.
6. If the Leisure Centre facilities are intended to be used by an unincorporated Club or Association, the Hirer shall pay and be liable to pay to the Council the full amount of the appropriate Council's fees and charges for the booking of such facility. Unless the Hirer obtains the dispensation in writing from Council, the Hirer remains liable for the full amount due, notwithstanding that the Hirer ceases to have any membership of or connection with such unincorporated Club or Association.
7. The provisions of the Local Government Act shall be deemed to be incorporated in, and form part of, the Conditions of Hire.

### **PUBLIC LIABILITY INSURANCE**

8. Hirers for the use of FCC pools / Water Park or areas must have a current Public Liability insurance Policy of not less than \$10,000,000. Fairfield City Council must be named as an interested party on that policy for the duration of the hire period. Evidence of that cover must be forwarded with the application form.

### **ADJUSTMENT/CANCELLATION**

9. Any request for a cancellation to a lane hire / Water Park booking must be made in writing two weeks prior. Failure to do so will incur a fee.
10. Any request for an adjustment to a Learn to Swim program/Waterpark booking must be made in writing 6 weeks prior to the start date of the program. Failure to do so will result in your organisation being invoiced for the FULL AMOUNT.
11. In case of inclement weather, verbal notification of cancellation is required by 8.00am on the day of your booking. Failure to do so will result in a fee being charged to your organisation. In cases of hiring for purposes to conduct a Learn to Swim program (with instructors provided by Fairfield City Leisure Centres) cancellation for any reason will incur a fee.

### **RESPONSIBILITY**

12. The Hirer will be the responsible person or organisation and will be liable to Council for the cost of repair of any damage to any part of the pools, ground or area, including, but not limited to, shrubs, trees, flowers, turf, pipes and fittings, equipment, seats, playground equipment, buildings, sheds, facilities and all contents, furniture and fittings.
13. Please liaise with the Receptionist on duty for allocation of space on the day.

14. The Hirer shall be held responsible for the satisfactory conduct of all persons using the site, and for the safe custody and proper use of the improvements, furniture, fittings and appliances. The Hirer shall report any breakages or problems to the Council as soon as possible.

### **CLEANING**

15. The fees paid for the hire of pools, Water Park, clubroom, change rooms, grounds and areas do not include the cost of cleaning those grounds or areas and the improvements erected thereon. Keeping the grounds or areas and the improvements erected thereon to a standard of cleanliness required by the Council is the responsibility of the Hirer and will be liable to Council for the cost of cleaning those grounds or areas.

### **CONDUCT AND SUPERVISION**

16. The hirer must ensure all representatives of the hirer are supervised at all times whilst on council premises.

### **COMPLIANCE**

17. The Hirer must comply with any direction given by the Council or its authorised officer, or any Police Officer, in the course of his or her duty.
18. The hire times as prescribed on the Hire Agreement must be strictly adhered to.
19. The Hirer shall inspect the subject ground/area hired on each day prior to the commencement of their use and shall not, without the consent in writing of the Council, permit the use there of, if any hazardous or dangerous condition is found to exist at such ground/area hired, or it is in any other way unfit for use.
20. The Hirer indemnifies the Council its officers, servants and agents from and against all damage, costs, charges, expenses, actions, claims and demands which may be sustained, suffered, recovered or made by any person for any injury such person may sustain when using or entering or near any portion of the subject facility, where such injury arises or has arisen as a result of the negligence of or as a result of the creation of some dangerous thing or state of affairs by the Hirer or by any member agent or employee of any unincorporated Club or Association named in this Agreement or by the Hirer's failure to observe the Hirer's obligations under condition 19 hereof.
21. The Hirer shall, as soon as practicable, inform the Council in writing of the occurrence of an event that may give rise to a claim under a policy of insurance and shall ensure that the Council is kept fully informed of subsequent action and developments concerning the claim.
22. If the Hirer fails to observe and ensure the observance of any of these conditions or fails to remove any person who has committed any breach of these conditions from the ground/area hired, this agreement may be terminated forthwith by the Council without any liability being incurred by Council and any monies held by the Council shall be forfeited to it.
23. Certain restrictions (height, weight, health, etc) apply to users of certain attractions of the Water Park. Please contact the Centre for details

Dated: this \_\_\_\_\_ day of \_\_\_\_\_ yr \_\_\_\_\_

\_\_\_\_\_  
Hirer Signature

\_\_\_\_\_  
Accepted by/for and on behalf of Council