

1. Basis of hire and use

1.1 The hirer may only use the venue for the purposes shown on the completed application for hire form. Only the specific area(s) booked may be used and only for the day(s) and time(s) confirmed.

1.2 Any time required for setting up the venue or for cleaning up at the end of your event must be included in the period booked. Should your group continue beyond the time stated, an extra hire charge will apply and charged in 30 minute intervals.

1.3 An application form must be completed and returned to Aqua Jetty in order for a booking to be confirmed. This form is considered a request until written confirmation has been provided to the hirer.

1.4 The hirer is responsible for ensuring all terms and conditions of hire are met at all times, by all participants.

1.5 The signing of an application form, by a representative, on behalf of the organisation, indicates an acceptance, by the organisation, of the costs, charges and Terms and Conditions associated with the booking.

1.6 Special conditions may be imposed for some types of booking at the discretion of the facility. These may include the requirement to obtain permits, licences, risk assessment and/or management plans relevant to the booking.

1.7 The maximum capacity of the hired facility must not be exceeded at any time.

1.8 Applicants must be 18 years or older.

1.9 No external food is to be consumed within the Café areas. All applicants wishing to arrange external/private catering as part of their event must first receive permission from management. The hirer must provide a copy of the public liability insurance policy and food of the catering provider.

1.10 The centre has first right of refusal to provide catering for all bookings held at the centre.

1.11 All schools, organisations, coaches and personal trainers are required to provide a Certificate of Currency for Public Liability Insurance with a minimum coverage of \$10 million.

1.12 All applicants wishing to arrange external/private coaching and/or personal training must first receive permission from management.

1.13 The centre has first right of refusal to provide coaching and/or personal training for all bookings held at the centre.

2. Hire fees

2.1 Hire fees are set annually in June and come into effect on 1 July, subject to endorsement by Council. Any hire fee increase will apply to bookings already confirmed that remain unpaid.

3. Payment and hire fees (including GST)

3.1 No invoicing for amounts under \$100 or \$250 a month. These must be paid at time of booking by cash or EFTPOS as per a casual hirer.

3.2 Access to the venue for casual hirers will not be permitted unless all fees are paid in full and at time of booking by cash or EFTPOS. A casual hirer means any person or group of persons, who is not invoiced.

3.3. If invoicing is required, a Credit Application Form needs to be completed, in full, and returned to Aqua Jetty before a booking is confirmed.

3.4 Regular bookings by Agreement will be reviewed in April of each year. Each regular hirer must provide Aqua Jetty with an updated signed copy of their agreement by 30 April of each year to ensure no interruption to their bookings.

3.5 Invoiced hirers will be invoiced at the beginning of each month for the previous month's hire. Payment is due within 14 days from the date of the invoice. If payment is not received by the due date, action will be taken to recover amounts due and future bookings may be impacted.

3.6 Invoiced hirers who do not pay their accounts within the 14 day period may be required to pay for their bookings in advance or may have their bookings cancelled. After 28 days credit will be stopped, after which no more can be charged to account. Access will be denied to hirer after this time.

3.7 The City of Rockingham reserves the absolute right to refuse and/or withdraw the applicant(s) credit facilities at any time if the applicant is in breach of these terms and conditions.

4. Cancellation of bookings by hirer

4.1 Cancellation of a booking must be made in writing to Aqua Jetty.

4.2 Hirers will be required to pay 100% of the hire charges for any bookings cancelled within 48 hours of the booking.

5. Cancellation of bookings by the City of Rockingham

5.1 The City may need to cancel or reschedule a booking to allow alternative use of the facility or to undertake maintenance on that facility. In this instance, every effort will be made to ensure the hirer is given at least seven days' notification to make alternative arrangements.

6. Indemnity and insurance

6.1 The hirer is liable for all property damage and personal injury or death to third parties arising out of negligent acts or omissions by the hirer. As such, the hirer shall indemnify the City of Rockingham against:

- Loss of or damage to property of the City of Rockingham, including existing property.
- Claims by any person against the City of Rockingham arising out of or as a consequence of the actions of the hirer.

6.2 The City of Rockingham will not accept liability for any damage, theft or loss of items belonging to or the responsibility of the hirer or their invitees, unless the damage or loss is determined to be the result of the City of Rockingham's negligence.

6.3 Casual hirers not being a sporting body, club, association, school, corporation, incorporated body or coach who hires a City facility for non-commercial or non-profit making purposes, will automatically be covered by the City of Rockingham's Public Liability Insurance against claims of negligence or omissions for third party property damage or third party injury or death resulting from the hirer's use of the hired facility. Cover is limited to \$10,000,000.

6.4 All other hirers, sporting bodies, clubs, associations, schools, corporations, incorporated bodies or coaches are required to provide evidence of Public Liability Insurance which covers the hirer's activity for the duration of the hire and must be kept up to date.

6.5 Regular hirers are required to provide evidence of Public Liability Insurance which covers the hirer's activity for the duration of the hire.

6.6 The City of Rockingham must be notified in writing as soon as possible of every event involving personal injury or property damage.

7. Other obligations

7.1 Prohibited items that must not be used within the premises: open flames, portable stoves or ovens, fireworks, kerosene or spirit-type lamps, and spit roasts. Only battery operated candles may be used.

7.2 No fire of any type may be lit in the surrounding grounds of any facility without the approval of facility management.

7.3 Confetti, rice or glitter shapes are not permitted within the facility

7.4 Signs may not be displayed or affixed to any facility by hirers except with the permission of the facility.

7.5 All decorations are to be free standing and are to be completely removed after the booking. Drawing pins, blu-tac, nails, screws or adhesive tape must not be used to affix decorations.

7.6 Applicants wishing to arrange food and drink sales for community fundraising events must first receive written permission from the facility and secure a food permit with the City of Rockingham.

7.7 The hirer is responsible for obtaining any permits required for the performance of any dramatic or musical work or the playing of any recorded material.

7.8 The hirer is responsible for any breakages, theft or damage caused to the venue or the venue's equipment resulting from the hirer's use of the venue. Should such an incident occur, the City must immediately be advised.

7.9 Neither the City nor its employees shall be liable for any loss, theft or damage sustained by the hirer or any person associated with the booking.

7.10 Amplified music and general noise levels must be kept at a level that complies with the provisions of the *Environmental Protection (Noise) Regulations 1997* and comply with any orders given by facility staff.

7.11 All portable electrical equipment may only be used with written permission from facility management and must be tested and tagged by a licenced electrician prior to arrival onsite.

7.12 The hirer must provide all first aid equipment and supplies required during the booking.

8. Admission and removal of individuals

8.1 The City may at any time in its absolute discretion refuse admission of any person(s) to the hired venue or direct any person(s) to leave the hired venue.

9. Storage space – regular hirers only

9.1 Requests for storage space will be treated per application and hirers must only store equipment under an Agreement which will be reviewed each year. Storage is not available for hirers or Aqua Jetty's sports court, outdoor courts, group fitness rooms or crèche areas.

9.2 The City reserves the right to remove any item stored in a non-approved area. Any removed items will be stored at the City Depot (Crocker St, Rockingham) for a period of 10 working days after which, the items will be disposed of.