

## Terms & Conditions of Hire

### General

- All groups must have a nominated point of contact, who is responsible for the group (and the premises, if hired after hours) for the duration of the hire.
- All groups must comply with the centres health & safety policies at all times
- All equipment utilized during the period of hire must be returned to the correct position at the end of the hire period.
- To qualify for a group discount, all groups paying on the day must be paid in one individual payment.
- Requests for changes in group size or time must be made at least 7 days in advance.
- Refunds will be processed with at least 7 days notice. A 20% processing fee will be deducted.
- Payment's not received by the due date maybe referred to a debt collection agency. The hirer will be liable for all associated fees and any other costs associated with this debt collection.
- Adult supervisors (age 16+) are required for children and youth groups. The minimum requirement is 1 adult for every 10 children. Children under the age of 8 must have adults actively supervising them at all times. . Minimum requirement for under 5's is 1 adult actively supervising 4 children.
- Food may be brought for your rental. All beverages must be non-alcoholic (unless a liquor license has been obtained and the consumption if alcohol has been approved by the centre management) and in non-glass containers. The facility does not have refrigerators or freezers for use, please plan accordingly.
- All facility rules are in effect throughout the rental.
- Please bring a copy of this rental agreement with you when you come to the facility.
- Reservations will be accepted on a first come, first served basis.
- Centre personnel reserve the right to determine unacceptable behavior of individual(s) while on the premises, with this right being to cancel reservations or request an offender to leave. **NO REFUND WILL BE GIVEN.**
- After use, and before vacating the premises, the lessee must clean, remove food and personal items and place all trash in provided containers.
- The facility must be given 7 days notice of cancellation. Written notice must follow oral notification. Should the notice of cancellation be less than 7 days prior to the date of reservation or should the group fail to occupy the premises at the specified time, all fees paid to the CLM Facility will be forfeited as liquidated damages.
- Every effort will be made by the facility to avoid canceling any confirmed reservation. However, in the event of an emergency, beyond the control of the facility, a confirmed reservation may be cancelled. Should an event be cancelled for this reason, it will be rescheduled at a convenient time for the group and the facility. If rescheduling cannot be done, a full refund will be given.
- Lessee, as additional consideration, shall covenant, promise and agree to hold the Facility fully harmless and indemnify it against any and all suits, damages, claims, causes or actions which may arise out of use of the above described property.
- The hirer is liable for all damages that occur to the property and facility equipment as a result of the hiring groups actions.
- The manager or their nominee will have right of entry at all times.
- Acquiring any necessary licenses or certificates (e.g. Liquor licenses) will be the responsibility of the hirer.
- The manager at their discretion may refuse any application of hire, waiver specific conditions, or cancel any booking without assigning any reason.
- A 25% deposit must be paid to secure your booking. This should be paid on completion of the booking application form.
- The balance of the hire charge and bond must be paid in full 7 days prior to the hire date, or as agreed with management.
- If a bond is paid, this will be refunded in full within 10 working days following the date of hire, if the following criteria is met:
  - No damage to property or equipment.
  - All areas left in a clean and tidy state.
  - Security conditions are met.

### Use of Riverside and Nayland Park Pool

- Children under 8 must be Actively Supervised by a caregiver 16 or over.
- Actively supervised means: Watching your children at all times. Able to provide immediate assistance
- Under 5's must be within arms reach of their swimming parents or caregiver at all times
- All patrons who enter the water must be attired in a swimsuit. No T-Shirts, Singlets, Jean shorts, boxers, or street wear are allowed. For the safety of our patrons, swim diapers are required. Regular diapers are prohibited while swimming.
- Remove your shoes before entering aquatic areas.
- Please refrain from using the family changing rooms and toilet cubicles to get changed.
- Do not leave any property in the changing rooms; NO responsibility is taken for lost or stolen property.
- Please shower before entering pool.
- The sauna and spa are for adults only (16 years and over).
- Leisure swimming in the lane pool is only to be taken place in the designated lanes, crossing lanes is prohibited.
- All facility rules are in effect throughout the rental.
- No running, diving or bombing.
- No smoking on facility premises
- No alcohol or illegal substances will be brought onto the premises including any surrounding areas (car parks, park etc.).
- For private hire functions the hirer agrees that all children under the age of 8 must be actively supervised by a caregiver 16 or over. Under 5's must be within arms reach of a swimming parent or caregiver at all times. If the hirer does not comply with these conditions Riverside pool and Nayland Park Pool Centre staff reserves the right to terminate the booking. No refund will be given.

### Security

- All hirers making bookings outside of business hours will be responsible for the security of the building. The hirer will have access to alarm codes and property keys. All alarm codes and property keys will be given out prior to the booking (where necessary).
- Hirers shall enter on the times and only those areas within the facility stated on the hire application form. If a hirer causes alarm activation, that hirer will be charged an additional \$100 to cover security guard callouts.
- Any charges incurred due to activation of fire alarms will be paid by the hirer, if the activation is found to be a false activation.

### Cleaning and Maintenance

- No smoking in the facility.
- Consumption of food and drink is limited to designated areas only.
- All shoes must be removed prior to entering any aquatic facility.
- Cleaning equipment will be made available to all hire groups and must be left in good condition.
- Any additional cleaning performed by centre staff or contractors will incur an additional charge
- Any damage to the building or the assets of the facility will result in the replacement or repair of the damaged property at the hirers cost.

