

TERMS AND 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 centre's 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.
- Large Groups. All group bookings of 50+ swimmers require additional lifeguard services (1 per 50 swimmers). Extra lifeguards are charged at \$27.50 per hour.
- Parties booking for 50+ swimmers are required to pay a non-refundable 20% deposit fee to confirm their booking. Failure to pay this deposit will result in your booking not being confirmed and hired goods cancelled.
- 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.
- Payments not received by the due date may be referred to a debt collection agency. The hirer will be liable for all associated fees and any other costs associated with this debt collection.
- **Commercial food is prohibited from our facility** (MacDonalds, Dominoes, KFC, Pizza Hut etc). Other foods such as supermarket bought food and baked goods are allowed. All beverages must be non-alcohol 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 or owing to the CLM Facility will be forfeited as liquidated damages. This allows the centre to market available lane space to other users.
- Every effort will be made by the facility to avoid cancelling 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 group's actions.
- The manager or their nominee will have right of entry at all times.
- The manager at their discretion may refuse any application of hire, waiver specific conditions, or cancel any booking without assigning any reason.

Use of Whangarei Aquatic Centre

- Children under 8 years must be Actively Supervised by a caregiver 16 years or over at all times. *Active Supervision means: Watching your children at all times. Being close and able to provide immediate assistance.*
- Children 5 years and under must be within arm's reach of their swimming parents or caregiver at all times
- For exclusive hires and hire groups, including children or youth groups, the hirer agrees that all children under the age of 8 must be actively supervised by a caregiver 18 or over. Children under 5yrs must be within arm's reach of a swimming parent or caregiver at all times. If the hirer does not comply with these conditions Whangarei Aquatic Centre staff reserve the right to terminate the booking. No refund will be given.
- For general admission the minimum requirement for child supervision is 1 adult for every three children under 8 years; two of which children may be aged 0-4yrs and one aged 5-7yrs.
- For exclusive hires and hire groups ,including children or youth groups, the minimum requirement for child supervision is 1 adult for every 10 children aged 8yrs and over. Minimum requirement for under 8 years is 1 swimming adult actively supervising a maximum of 3 children; two of which children may be aged 0-4yrs and one aged 5-7yrs.
- Spa Use is restricted for exclusive hires and hire groups including children. Spa use is restricted to 1 swimming adult actively supervising a maximum of 5 children aged 8 years and over. Minimum requirement for children under 8 years is 1 swimming adult actively supervising a maximum of 2 children.
- Hydroslide Use is restricted to users 8 years and older only. All slide sessions are controlled by a lifeguard. Only one person at a time down the slide.

For your Safety and Enjoyment...

- Appropriate Swimwear ONLY. Swimsuits, rash shirts, wetsuits and board shorts above the knee, all made from suitable swimming material, are acceptable. T-Shirts, singlets, long pants, jean shorts, underwear, or street wear are not permitted.
- Babies and Tots 3 years and under must wear appropriate protective swim pants. Regular nappies and diapers are prohibited while swimming.
- Babies must be changed using appropriate changing areas – not on poolside. Please use baby changing facilities in family changing rooms.
- Please shower thoroughly before entering pool.

- The Sauna is for adults only (16 years and over).
- All children under 16 years require active adult supervision in spas at all times.
- Towel dry before entering reception.
- Tots pools for under 8 years and their families only.
- Wear correct wristband when required.
- Read and follow all facility rules and safety signage at all times. All facility rules are in effect throughout hires.
- Follow Staff instructions/directions at all times.
- Café seating for café customers only
- 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.
- Leisure swimming in the lane pool is only permitted in the designated lanes. Crossing lanes is prohibited.

Prohibited:

- Running, diving, pushing or bombing.
- Footwear or pushchairs on poolside or beyond beach areas.
- Glassware within the facility.
- Smoking. Facility and facility grounds are smoke free at all times.
- Alcohol or illegal substances on the premises including any surrounding areas (car parks, etc.).
- Inappropriate behaviour.
- Wearing of gang affiliated patches or colours.

Health & Safety Requirements

- It is possible for specified user groups to provide their own lifeguard who has a current National Pool Lifeguard Award, so long as that person will be on-site for the entire duration of the in-water period and is fully conversant with the normal operating procedures and emergency action plans and reads the minutes of regular Health & Safety meetings held at Whangarei Aquatic Centre. If an organisation chooses this option, the hirer agrees to accept all liability should any incidents occur.
- Hirers are responsible for ensuring safe practices by all their participants during hire at all times.
- Hires by schools, clubs, youth groups and organisations involving children are required to complete risk assessments for their hire and activities and submit these prior to hire.
- Hirers must report any accident, incident, identified hazard, and property damage or maintenance issue to supervising staff or management immediately.
- If booking the Wave Pool, please confirm with staff and record overleaf any special requirements if the waves are to be run during the hire.
- If booking the Hydro slides, please confirm with staff and record overleaf any special requirements if the Hydro Slides are to be run during the hire.

Security

- 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 areas.
- 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.