

KIAMA LEISURE CENTRE CONDITIONS OF HIRE

1. The Hirer will be required to enter into a formal agreement with Kiama Leisure Centre for the hire of the facility and these conditions will form part of such agreement
2.
 - 2.1 Payment of the appropriate bond, deposit, insurance premium and any other fees deemed necessary must be paid at least thirty (30) days before the date of the booking.
 - 2.2 The remaining fees will be invoiced to the organiser at the completion of the booking. This must be paid within fourteen (14) days of receipt of the invoice. The bond and deposit paid prior to the booking will be deducted off the final invoice as long as no damage has been incurred.
 - 2.3 Pool entry fee, if applicable, is payable on entry unless other arrangements are approved prior to the booking.
3.
 - 3.1 Kiama Leisure Centre reserves the right to cancel any booking. All fees will be refunded in full
 - 3.2 In the event of the cancellation of the booking by the Hirer thirty (30) days prior to the date of the booking, 90% of the Deposit Fee will be refunded, 10 % being retained to cover Kiama Leisure Centre's administration costs.
 - 3.3 In the event of the booking being cancelled less than thirty (30) days prior to the date of the booking, no refund will be made of the deposit, except where the facility is re-booked by another party, in which case 90% of the hire Fee will be refunded.
 - 3.4 In all of the above circumstances any bond(s), insurance premium or other fees will be refunded in full.
- 4 Kiama Leisure Centre cannot accept responsibility for the actions of Hirers, their agents, employees and/or guests which result in injury to any person or property
 - 4.1 It is a condition of hire that all Hirers have Public and Products Liability Insurance in the sum of \$20,000,000.00.
 - 4.2 All regular hirers will need to provide current copies of their public liability insurance. When the Hirer receives a new Policy a copy must be forwarded to the Centre Manager.
 - 4.3 The hirer shall indemnify Kiama Municipal Council for any accident, loss, damage or injury sustained by any person using the facilities during the time that the facility is hired to the user, notwithstanding that such injury, arose from or by reason of any defect with the facilities and the hirer agrees to indemnify Kiama Leisure Centre against all claims and demands made or costs incurred in connection with such actions.
- 5 The Hirer is responsible for the security of the premises hired, safety of guests and supervision of all activities during the period of hire
- 6 Where it deems appropriate, Kiama Leisure Centre reserves the right to require the attendance of a Leisure Centre employee during the function
 - 6.1 In the event that the Leisure Centre requires the attendance of an employee at the function, the Hirer will pay
 - All wages (including overtime rates) incurred by such employee whilst in attendance at the function
 - All expenses incurred in the use of plant/vehicles/equipment used by such employee whilst in attendance and
 - GST incurred in the provision of any services
- 7 The Centre Manager has delegated authority to fix a higher security bond(s) where deemed appropriate
- 8 Council reserves the right to cancel any booking which falls on a government election day or any other time when the premises hired are required by Council for a legal, statutory or civic function, on giving 24 hours notice to the Hirer. In such circumstances, Kiama Leisure Centre will refund all payments made, but will not be liable for any loss incurred by the Hirer.

- 9 No posters associated with the function will be placed on the street litter bins, light poles, public buildings or property. Failure to comply with this condition will result in the automatic forfeit of the security bond deposit and cancellation of the booking.

10 Special Conditions Applying to the Hire of Kiama Leisure Centre

- 10.1 No exit/fire door, passage or aisle is to be obstructed in any way
- 10.2 Any damage to fixtures, furniture and equipment of the Leisure Centre caused in the opinion of the Kiama Leisure Centre Management, other than fair wear and tear will be repaired by Kiama Leisure Centre and the cost will be met by the hirer.
- 10.3 The facility may not be sublet, or reassigned to any other organisation or individual.
- 10.4 The Hirer will put out and put away all tables and chairs used for the function ensuring they are clean, will sweep up rubbish, any rubbish is picked up outside the Centre, ensure changerooms are clean and tidy condition to the satisfaction of Kiama Leisure Centre.
- 10.5 An inspection will be conducted prior to the booking to ascertain any previous damage in the area hired out, any damage will be made known to the Hirer. At the completion of the booking, the Leisure Centre employee present will conduct another inspection of the facility with the Hirer to access for damages. The hirer will be held responsible for any cost that may be incurred by Kiama Leisure Centre as a consequence of the Hirer's use of the facilities. The amount if any damage(s) will added to the final invoice.

Additional costs will include but are not limited to:

- Any additional cleaning outside the expected
- Damage resulting from unauthorised use of fire fighting equipment or any other emergency equipment located in the area being used
- Loss of property to the Centre
- Damage to the facility, furniture, appliances or fittings
- Set up and pack up fee per hour outside the delegated booked time

- 10.6 No smoking is permitted in any area of Kiama Leisure Centre
- 10.7 Permission must be obtained from Kiama Council if alcoholic substances are to be served or sold on the premises. The hirer must also obtain all appropriate licences for the sale of alcohol at the function and produce a copy of this licence to Kiama Leisure Centre Management seven (7) days prior to the booking. Failure to produce the licence(s) will result in the cancellation of the booking and forfeiture of the booking fee.
- 10.8 No alcohol can be sold or consumed during a pool function due to safety reasons
- 10.9 The Maximum number of persons to be accommodated in the Kiama Leisure Centre hall is 700. It is a requirement that this is strictly adhered to.
- 10.10 Any decorations used during the booking must not be fixed in a way that causes damage to the walls, roof etc of the facility. Nothing is to be attached to emergency lights, fire extinguishers and hoses or other fixtures. No decoration may block emergency/fire exits
- 10.11 No fluorescent strobes lights are to be used or sold at any function
- 10.12 The members of the organisation hiring the facilities shall observe the rules of the Centre as, and if they are contravened in any way, the person or persons concerned will be asked to leave the premises.
- 10.13 Tentative bookings, taken over the telephone, will be held for 14 days. Bookings will be confirmed on receipt of the Kiama Leisure Centre Booking Request Form and payment of deposit (if applicable) and subject to Centre availability.
- 10.14 No organisation hiring the facility shall conduct a stall, shop, kiosk or booth in any form for the purpose of selling, dispensing, exchanging or the donation of any items including goods, food, or liquid refreshments unless otherwise authorised.
- 10.15 Suitable clothing must be worn at all times. Black soled shoes must not be worn in the hall. Shoes must be worn in the gym area and suitable costumes must be worn when swimming
- 10.16 No running, pushing, dangerous diving or bombing in pool area
- 10.17 No bottles or glassware allowed on the premises. Permission may be granted from the Centre Manager for the use in the hall area. Definitely NO bottles or glassware permitted in the pool area. No glass spectacles allowed in the pool.
- 10.18 Adequate protection against spillage in the hall area must be provided for. If spillage does occur, they must be mopped up immediately
- 10.19 240-volt power outlets are positioned throughout the hall for the Hirer's usage

- 10.20 If the hall area is booked no access is permitted upstairs during the event unless prior permission is granted from the Centre Manager
 - 10.21 Staging can be obtained from Council at an extra cost
 - 10.22 Garbage bags and limited bins provided. Garbage is to be taken out the back of the Centre and placed in the skip bin

 - 10.23 If a dance or similar function is requested at Kiama Leisure Centre, it is up to the discretion of the Centre Manager whether this event will take place or not
 - 10.24 There are special condition relating to these events. The conditions may be obtained form the Centre Manager
- 11 Kiama Leisure Centre accepts no responsibility for any loss or damage to any property whatsoever belonging to either the hirer or any person attending the function.
 - 12 Kiama Leisure Centre accepts no responsibility for any items left behind at the end of the booking.
 - 13 In the event of any dispute arising as to the interpretation of any terms and conditions containing in the Agreement for Hire or these conditions or between the hirer and any representative of Kiama Leisure Centre, the decision of Kiama leisure Centre or a Delegate representative shall be final
 - 14 Noise levels are to be kept to a minimum at all times to avoid disturbances to neighbouring properties
 - 15 The hirer will take all reasonable steps to prevent disorderly conduct throughout the period of hire.