

Hire Agreement Terms and Conditions

APPLICATION FOR BOOKING

Please note this is only an application to hire the facilities at Loftus Recreation Centre. Confirmation will be made by the Bookings Coordinator or Centre Manager. Centre Management reserves the right to decline any booking application.

HIRERS RESPONSIBILITY

At the end of each booking all equipment must be returned, tables and chairs are to be cleaned, stacked and returned to storage, rubbish removed and the floors swept/vacuumed and the rooms left tidy. If you are using the function room kitchen, it must be left in the condition hired to you with the benches and floors cleaned and rubbish removed.

REGULAR BOOKINGS

If you wish your booking to be ongoing and regular, please note the maximum period you can make your booking is within one full calendar year. All bookings will be renewed yearly, from October. Please be aware that no guarantee is given for the continuance of your booking; *Loftus Recreation Centre's* programs take priority.

All Bookings must provide 2 weeks' notice in writing of cancellations or changes.

SPECIAL EVENTS/FUNCTIONS

For special events/functions, a security bond of an amount that will be determined by Centre Management is required; your booking can not be secured until this payment is received. If the court/room is returned to its original condition the bond will be refunded to the hirer within 14 days from the cessation of your booking. If any extra cleaning or there are breakages and/or facility damages the cost will be deducted from the bond. If charges exceed the bond, the group supervisor will be liable for the additional costs.

All special events/functions must conclude and the venue must be emptied by guests by 12am. All cleaning must be completed by 1am. Any function exceeding these times will be charged \$200/hour thereafter.

BOND

A bond must be paid in order to secure any Special Events/Functions. The Bond amount will be determined by Loftus Recreation Centre Management.

PAYMENT

All bookings MUST be paid prior to the use of our facilities unless other arrangements have been made with the Bookings Coordinator. If you are holding a function in our Centre final payment is required one month prior to the event taking place.

If payment is not received, Loftus Recreation Centre has the right to cancel your booking.

SUPERVISION, PUBLIC SAFETY & SECURITY

The hirer assumes full responsibility during the period of hire for the supervision and control of all its guests, players, members, staff and visitors.

PUBLIC LIABILITY RISK INSURANCE

Hirers on an ongoing booking are required to indemnify the Centre and Belgravia Leisure against any claim for personal injury or property damage arising out of the Centre facilities.

Hirers shall have Public Liability Insurance Policy for not less than ten million dollars (\$10,000,000.00) Hirers must produce evidence of insurance for the date(s) of hire in the form of a copy of the policy or a Certificate of Currency prior to the Hire at the time of the booking.

This does not apply to bookings made by the public

ALCOHOL

No alcohol is to be consumed in the Loftus Recreation Centre without Centre Management Consent. Any Special Event/Function providing alcohol must provide a licenced security guard at the hirers own expense.

EMERGENCY EVACUATION

In the case of an emergency evacuation listen carefully to the Area Warden and follow their instructions to evacuate to the nominated evacuation point

SMOKING

It is Belgravia Leisure policy that smoking is not permitted within facilities under its management.

CATERING

The onsite Café reserved the exclusive catering rights for the Centre. Permission may only be granted by Centre Management. If approved all food must be prepared and transformed within the Health (food hygiene) regulations 1993.

FORCE MAJUERE

Belgravia Leisure shall be relieved from all liability in respect of a breach of its obligations under this agreement, should such a breach be caused, directly or indirectly, by an event of Force Majeure. "Force Majeure" shall mean any act, matter or thing whatsoever not within the reasonable control of Belgravia Leisure and which adversely affects the capacity of Belgravia Leisure to perform its obligations hereunder or wholly prevents the prevents of the same.

RELEASE AND INDEMNITY

The Hirer agrees to occupy and use the Centre Facilities at the Hirer's entire risk and release to the full extent permitted by law. Belgravia Leisure, its officers, servants and agents from all claims and demands of any kind and form all liability which may arise in respect of any accident, damage or injury occurring to any person or property in or about the Centre before during and after the Function.

LOSS OR DAMAGE

Loftus Recreation Centre will not be responsible for any loss, damage, or injury to you and /or minors accompanied by you which arises due to negligence of its servants, agents, independent contractors, voluntary workers, other users of the facility or participants in the activities or spectators or other parties providing services through or in the facilities of Loftus Recreation Centre.

You as the hirer are financially responsible for any loss or damage sustained to the Centre during your period of hire. All Functions must provide a bond payment that will be held by the Centre encase of loss or damage including but not limited to the building, equipment or loss of business due to late cancellation, refundable after the event or drawn upon to pay for loss or damages resulting from the hire. If repair or replacement is required and interferes with centre based programs, loss of income will be charged to the hirer.

FIRST AID

It is the hirer's responsibility to ensure appropriate qualified first aid officers are in attendance for the duration of the booking. Loftus can have a first aid officer available at an extra charge.

If you require Loftus to provide you with a qualified first aid officer, you must submit this in writing 7 days' notice prior to your event.

NOTICE OF CANCELLATION

Cancellation of your booking is required 14 days prior to your booking date. If notification is not received, you will be charged the appropriate hire rate.

Cancellation of a special event/function is required 14 days prior to the booking date. If appropriate notification is received, 100% of the bond will be refunded within 14 days of cancelling. If you wish to cancel and 14 days' notification is not received, your bond will not be refunded.

SMOKE MACHINES

Smoke machines are not permitted at Loftus Recreation Centre under any circumstances.

DECLARATION

I declare that the information I have provided is complete and accurate and have read, understood and agree to the conditions outlined above. I understand and agree that at all times, being the supervisor of the group hiring the facilities at Loftus Recreation Centre, the group and I will be at our own risk and will not hold Belgravia Leisure or any of their staff liable for any personal injury or loss of property; except for any liability by Belgravia Leisure if it fails to render its services with due care and skill or supplies any material in connection with those services which is not reasonably fit for the purpose for which they are supplied.

I, as a supervisor/person in charge and responsible for this group, acknowledge that I have read the conditions above regarding this application and acknowledge that I am responsible for the group whilst they are partaking in the activities at Loftus Recreation Centre.

Signature of Supervisor: _____

Date: _____