



## TERMS & CONDITIONS OF HIRE

### **1. Making a Booking**

- (a) Applications are to be made to Beatty Park Leisure Centre (**Beatty Park**) via the City's website by persons over the age of 18 years (**Applicants**): <https://www.beattypark.com.au/visit/general-booking-application-form.aspx>
- (b) Bookings are only confirmed upon receipt of a confirmation email from Beatty Park.
- (c) Bookings must be made at least 48 hours prior to the proposed time of hire.
- (d) Hire fees are set in accordance with the City of Vincent's Fees and Charges Schedule.
- (e) Hire fees do not include pool entry. Pool entry can be paid at the counter or added to your invoice.
- (f) Beatty Park may request payment of hire fees prior or at the time of hire, otherwise payment must be within 30 days of the invoice.
- (g) Regular applicants can arrange to receive a monthly invoice. Payment terms are strictly 30 days. Late payment may jeopardise future bookings.
- (h)

### **2. Cancellation of Bookings**

- (a) Request for cancellation of booking must be emailed to *bplc.bookings@vincent.wa.gov.au* at least 7 days prior to the time of hire.
- (b) If a cancellation request is not received by Beatty Park in accordance with clause 2(a) the applicant will be charged for the booking.
- (c) Repeat cancellations / lack of attendances by an applicant or insufficient participants may lead to Beatty Park refusing to hire to the applicant or reducing the space hired to the applicant.
- (d) Applicants must inform group / club participants of the cancellation.

### **3. Specific Conditions of Use**

- (a) Set up and clearing away must be completed within the hours of hire and the area must be left clean and tidy following use.
- (b) Storage space is not provided for any equipment, and equipment must be removed after each time of use.
- (c) No food or drink is to be supplied or sold to the public by Applicants. Applicants must apply in writing to the Beatty Park Centre Manager to sell and/or supply food and beverages to its members during hire. The Beatty Park Centre Manager can approve / refuse applications & impose conditions at his discretion.
- (d) All participants must comply with Beatty Park's Conditions of Entry Policy [http://www.vincent.wa.gov.au/beatty/Hours\\_of\\_Operation](http://www.vincent.wa.gov.au/beatty/Hours_of_Operation).
- (e) Pool space requires a minimum number of participants (including private coaching), otherwise the booking may be immediately cancelled or the hire space reduced by Beatty Park. If the booking is cancelled or hire space reduced by Beatty Park the hire fees paid by the Applicant will be credited / reduced accordingly.  
50m pool = 6 participants per lane  
12m pool = 8 participants per lane  
25m & 30m pool = 5 participants per lane  
½ 30m pool = 8 participants  
Whole 30m pool = 12 participants
- (f) Private coaching, teaching or instructing (including swim coaching and personal training) which is deemed by the Beatty Park Centre Manager to conflict with centre run programs is not permitted.
- (g) All bookings will need to adhere to the Centre's opening and closing times. The cost of supervising staff will be charged to the hirer for any hours after the regular closing time.

### **4. Applicant's Responsibilities**

- (a) Applicants must ensure that any coaching or instructional staff possess the appropriate approved industry standard or equivalent qualification.
- (b) If amplified music is to be played the applicant must ensure that it has an Australasian Performing Rights Association (APRA) licence.
- (c) Any applicant that proposes to work with children must have a Working with Children Card, or the booking will be cancelled.
- (d) In the event of an emergency, the Applicant must account for all his / her guests and report to the Beatty Park Centre Manager.

**5. General Conditions**

- (a) Beatty Park does not hire or supply items including swimming aids, water polo balls/goals, and portable sound systems.
- (b) Smoking is not permitted inside or around the perimeter of Beatty Park Leisure Centre.
- (c) Applicants and participants must park within the designated parking bays and adhere to all parking restrictions.
- (d) Applicants must consider other users in regards to noise and immediately comply with the Beatty Park Centre Manager if the noise is considered excessive by the Beatty Park Centre Manager.
- (e) The City of Vincent is not liable for any damage, theft or loss of items belonging to or the responsibility of the Applicant.
- (f) All Children under the age of 5 must be directly supervised and within arm's reach of an adult and, Children under the age of 12 must be directly supervised by an adult while in the centre.
- (g) Glass is not permitted to be brought into the Centre

**6. Beatty Park and City's Rights**

- (a) Beatty Park may refuse an application for hire at its discretion, and does not need to provide reasons for refusal.
- (b) Beatty Park may cancel and/or amend a booking at its absolute discretion. Notice of cancellation/amendment would be provided to the applicant at the earliest possible date and the hire charge refunded in the event of cancellation.
- (c) Beatty Park may impose additional terms and conditions appropriate to the proposed hire purpose. This includes requirements for accredited security personnel, professional cleaning and traffic management plans.
- (d) Beatty Park may charge the applicant for any costs arising from the area not being left clean and tidy, damage to property and / or interference with other users, and these costs will be payable within 7 days of the date of the invoice.

**7. Insurance and Indemnification**

- (a) Applicants must effect and maintain public liability insurance with a cover not less than \$20 million and must provide an insurance certificate to the Centre Manager upon request.
- (b) The applicant indemnifies the City against all costs, claims and demands which may be made against the City for any damage or loss (including injury and loss of life) resulting from the use of the facility by the applicant during the hire period, except to the extent caused or contributed to be the City or other users of the Beatty Park Leisure Centre.

**Please sign and date this form to acknowledge acceptance of the City's Terms & Conditions of hire and return by email to *bplc.bookings@vincent.wa.gov.au* .**

Full Name: \_\_\_\_\_ Booking/organisation Name: \_\_\_\_\_

Booking Start date: \_\_\_\_\_ End Date: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**PLEASE NOTE THAT BY SUBMITTING YOUR BOOKING APPLICATION YOU ARE AGREEING TO THE TERMS AND CONDITIONS CONTAINED HEREIN**

REF# \_\_\_\_\_ (office use)